



ST. JOHNS RIVER STATE COLLEGE

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EQUAL OPPORTUNITY/EQUAL ACCESS COLLEGE

MEMORANDUM

TO: All Trustees

FROM: Joe H. Pickens, J.D.

DATE: August 14, 2024

RE: August 21, 2024, SJR State Board Meeting

The St. Johns River State College District Board of Trustees Meeting will be held on **Wednesday, August 21, 2024**, at the **Palatka Campus** beginning at **2:00 p.m.** in the Board Room.

Please review the enclosed material and if you have any questions, do not hesitate to call me. If you are unable to attend, please call me before noon on that date.

Thank you.

JHP/sms



ST. JOHNS RIVER STATE COLLEGE DISTRICT BOARD OF TRUSTEES

Meeting, Wednesday, August 21, 2024,
2:00 p.m., **Palatka Campus**,
Board Room

MISSION STATEMENT

St. Johns River State College, an open-access, public institution of higher education in Northeast Florida, promotes excellence in teaching and learning to enrich the lives of its students and strengthen its community. The College offers certificates, associate and baccalaureate degrees, and provides high-quality education, training, and cultural opportunities to encourage scholarly achievement. St. Johns River State College delivers high-quality instruction through face-to-face and distance education modalities and creates a supportive learning environment that includes services and resources to enable all students to reach their educational goals.

**Note: At the discretion of the Chair or any other Board member, items may be taken out of order for action and/or discussion.*

I. Call to Order

II. Public Comment

III. Old Business

IV. Consent Agenda – Chairperson Rich Komando Action

The items on the consent agenda are routine business and are not expected to require discussion before action. Items will be enacted by one motion. Any Trustee can request a topic to be removed from the consent agenda and discussed further for separate action.

A. Minutes

1. Approval of Minutes of June 19 and July 18, 2024, Board Meetings

B. Chief Operating Officer – Dr. Melanie Brown

1. Approval of Personnel Matters

C. Vice President for Finance/CFO – VP Randy Peterson

1. Facilities Usage Report – June and July 2024

2. Approval of Write-offs of Tangible Personal Property

3. Approval of Budget Amendments – Final FY 23-24

a. Operating Fund 1

b. Restricted Fund 2

c. Auxiliary Fund 3

d. Capital Outlay / Plant Fund 7

D. Vice President for Academic and Student Affairs – Dr. Ed Jordan

1. Approval of the 2024-2025 Articulation Agreement Among Eligible Home Education Students and their Parents/Guardians and St. Johns River State College

2. Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following public school districts:
 - a. The District School Board of Clay County
 - b. The District School Board of Putnam County
 - c. The District School Board of St. Johns County
 - d. The Florida School for the Deaf and the Blind
3. Approval of the 2024-2025 Memorandum of Understanding for Interpreter Services Between the District Board of Trustees of St. Johns River State College and the Florida School for the Deaf and the Blind
4. Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and St. Johns Classical Academy Charter School
5. Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following private schools:
 - a. Beacon of Hope Christian Academy
 - b. Calvary Christian Academy
 - c. Center Academy
 - d. Christian Home Academy
 - e. Citizens High School
 - f. Crescent City Christian Academy
 - g. Faith Christian Academy
 - h. Lighthouse Christian School
 - i. Matanzas Christian Academy
 - j. Putnam Banner Academy
 - k. Springs Academy
 - l. St. John's Academy
 - m. St. Johns Christian School
 - n. St. Joseph Academy
 - o. Seven Bridges School
 - p. The Broach School
 - q. Victory Prep School
 - r. Washington Classical Christian School
6. Approval of Revision to 2024-2025 College Catalog/Student Handbook
 - a. Update to the Diagnostic Medical Sonography Technology Program of Study page
7. Approval of New Continuing Workforce Education Courses
 - a. Traffic Crash Reconstruction - CWL 0329
 - b. Advanced Tactical Driving - CWL #####

V. New Business

- A. Chief Operating Officer – Dr. Melanie Brown – Action/Information Agenda Items
 1. Chief Operating Officer – Presented by Dr. Melanie Brown

a.	Amendment to SJR State Board Rule 5.32 (R1) Participation in the Florida College System Risk Management Consortium for Employee Insurance Benefits. Note: The new name for Board Rule 5.32 will be Employee Insurance Benefits	Information
b.	Action to Approve the FLDOE New Baccalaureate Proposal: BAS Digital Art and Media	Action
c.	Action to Approve the FLDOE New Baccalaureate Proposal: BAS Performance Design and Production	Action
d.	Action to Approve the FLDOE New Baccalaureate Proposal: BS Biological Sciences	Action
e.	Action to Approve the FLDOE New Baccalaureate Proposal: BS ESE	Action
f.	Action to Approve the FLDOE New Baccalaureate Proposal: BS Social and Human Services	Action
2.	Personnel – Presented by Chuck Romer, Chief Human Resources Officer	
a.	SJR State Human Resources Update	Information
b.	Insurance Update	Information
3.	Facilities – Presented by Terry Thomas, AVP of Facilities, Planning, and Capital Projects	
a.	Action to Award Bid for the Sewer Piping Repair/Replacement Project, Palatka Campus	Action
b.	Action to Award Modified Plans, Specifications, and Bid for the Site Improvements Project, Palatka Campus	Action
B.	Vice President for Academic and Student Affairs – Dr. Ed Jordan – Information Agenda Item	
1.	The Viking Experience: Core To Career - QEP Planning Year Update	Information
C.	VP/Chief Institutional Research Officer – Dr. Ros Humerick – Information Agenda Items	
1.	SACSCOC Reaffirmation Letter	Information
2.	SJR State 2024 Fact Book / Facts at a Glance	Information
VI.	Designation of Board's Designee on the Student Housing DSO Board	Action

VII. President's Report

A. Update on Student Housing Project

1. Action to Approve Amendment #1 to Ground Lease Agreement Action
2. Action to Approve Amendment #1 to Ground Sublease Agreement Action
3. Timelapse Video Information

VIII. Appointment of Board Officers for 2024-2025 (Chair and Vice-Chair) Action

IX. Trustees' Comments

X. Adjournment

ST. JOHNS RIVER STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

June 19, 2024

MEMBERS PRESENT:

Mr. Rich Komando, Chairperson
Mr. Wendell Davis
Mr. Jim Reid
Mr. Jud Sapp

MEMBERS ABSENT:

Ms. Jan Conrad, Vice-Chairperson (excused)

OTHERS PRESENT:

Joe H. Pickens, J.D., Executive Secretary
Jeremiah Blocker, Board Attorney

Chairperson Komando called the meeting to order at
2:00 pm.

Meeting Call to Order

Chairperson Komando welcomed guest Representative
Bobby Payne, who presented a proclamation
recognizing the Lady Vikings Softball Team winning the
NJCAA Division II World Series. President Pickens
expressed appreciation to Representative Payne for his
support.

Special Presentation

There was no Public Comment.

Public Comment

There was no Old Business.

Old Business

Chairperson Komando requested approval of the
Consent Agenda Items IV.A-D:

Consent Agenda
Items

A.1 - Minutes of May 15, 2024, Board Meeting and
Workshop

B.1 - Chief Operating Officer – Dr. Melanie Brown:
Personnel Matters

C.1-3 - Vice President for Finance/CFO – VP Randy
Peterson: Facilities Usage Report for May 2024;
Monthly Financial Report – May 2024; and Write-offs of
Tangible Personal Property.

D.1-3 - Vice President for Academic and Student
Affairs – Dr. Ed Jordan: 2024-2025 Catalog/Handbook;
2024-2025 Student Handbooks - Allied Health, Criminal
Justice, Medical Assisting, Nursing (ASN/LPN-RN
Bridge), Nursing (CNA), Nursing (PN), Nursing (RN to

BSN); and Review and Certification of Annual Institutional General Education Review.

Mr. Reid moved approval of Consent Agenda Items IV.A-D. Mr. Davis seconded the motion. Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Consent
Agenda Items IV.A-D

Dr. Melanie Brown recognized Terry Thomas, who reviewed and requested approval of the 2025-2026 Capital Improvement Plan Version 2.

Mr. Davis moved, seconded by Mr. Reid, to approve Chief Operating Officer Item V.A.1.a as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.1.a

Terry Thomas reviewed and requested approval of the Plans and Specifications for the Sewer Piping Repair/Replacement Project, Palatka Campus.

Mr. Reid moved, seconded by Mr. Davis, to approve Chief Operating Officer Item V.A.1.b as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.1.b

Terry Thomas reviewed and requested approval to Award the Bid for the Chiller and Cooling Tower Replacement Project, Orange Park Campus to D.E. Scorpio Corporation in the amount of \$1,515,686, including Alternates #1 and #2.

Mr. Davis moved, seconded by Mr. Reid, to approve Chief Operating Officer Item V.A.1.c, as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.1.c

Terry Thomas reviewed and requested approval to Declare an Emergency for Site Improvements Project Bid – Palatka Campus. She explained that the low bid submitted exceeds the budget. President Pickens noted this project is to support the Student Housing project, which is on a tight timeline. Discussion followed. Chairperson Komando provided further clarification referring to SJR State Board Rule 2.12, which tracks Florida Statute. D.E. Scorpio Corporation was the lowest bidder and is willing to work through the process.

Mr. Davis moved, seconded by Mr. Reid, to approve Chief Operating Officer Item V.A.1.d as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.1.d

Chairperson Komando noted that since the emergency has been declared, a motion was needed to direct staff to negotiate the construction contract and modify that contract, including the specifications, with the lowest responsible and responsive bidder.

Mr. Reid moved approval, seconded by Mr. Davis. Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Motion

Chuck Romer reviewed and requested approval of the Compensation Increases for Non-Bargaining Unit Employees. He noted the revised version, in which was removed the item for a \$600 salary increase to compensate for the \$50 per month employee premium associated with the transition to the State Group Insurance Program.

In regard to the transition to the State Group Insurance Program, President Pickens noted the most reasonable expectation is that this will be resolved during the next Legislative session. The target date for the transition is July 2025. During the Council of Presidents meeting last week, the Governor's staff made it clear that the Governor is not opposed to the transition, it is the dollar amount and the process. He explained that Florida Blue is willing to offer a 6-month extension. However, at this time, the cost is unknown.

Mr. Davis moved, seconded by Mr. Sapp, to approve Chief Operating Officer Item V.A.2.a as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.2.a

Chuck Romer reviewed and requested approval of the 2024-2025 Salary Schedule.

Mr. Reid moved, seconded by Mr. Davis, to approve Chief Operating Officer Item V.A.2.b as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.2.b

Dr. Melanie Brown, on behalf of Bob Olson, reviewed and requested approval of the Thrasher Horne Center Rental/ Usage Fees, effective July 1, 2024.

Mr. Reid moved, seconded by Mr. Davis, to approve Chief Operating Officer Item V.A.3.a as submitted (a detailed listing is contained in the material submitted by the Office of Chief Operating Officer). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Chief
Operating Officer Item
V.A.3.a

Mr. Randy Peterson introduced the new Director of Purchasing Shelly Vongchanta.

Mr. Randy Peterson reviewed and requested approval of Accounts Receivable Write-Offs.

Mr. Reid moved, seconded by Mr. Davis, to approve Vice President/CFO Item V.B.1.a., as submitted (a detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Vice
President/CFO Item
V.B.1.a.

Mr. Randy Peterson reviewed and requested approval of 2024-2025 Student Tuition and Fee Rates.

Mr. Reid moved, seconded by Mr. Davis, to approve Vice President/CFO Item V.B.1.b., as submitted (a detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Vice
President/CFO Item
V.B.1.b.

Mr. Randy Peterson reviewed and requested approval of 2024-2025 Operating Budget – Unrestricted Current Fund.

Mr. Reid moved, seconded by Mr. Davis, to approve Vice President/CFO Item V.B.1.c., as submitted (a detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Vice
President/CFO Item
V.B.1.c.

Mr. Randy Peterson reviewed and requested approval of 2024-2025 Plant Fund Capital Outlay Budget.

Mr. Davis moved, seconded by Mr. Reid, to approve Vice President/CFO Item V.B.1.d., as submitted (a detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Vice
President/CFO Item
V.B.1.d.

Dr. Ed Jordan reviewed for information only upcoming graduations: SJR State's Adult Education General Education Diploma (GED); Florida School of the Arts; Corrections Basic Recruit; Respiratory Care Pinning Ceremony; and Associate of Science in Nursing (ASN) & Practical Nursing (PN) Pinning Ceremony. President Pickens gave an update on the Student Housing Project. A timelapse video was shown. He invited the Trustees to the Groundbreaking Ceremony that is scheduled on Thursday, July 18, at 9:00 am.

Vice President for Academic and Student Affairs Item V.C.1

President Pickens gave an update on the Student Housing Project. It is still on track to open July 2025. A timelapse video of the progress was shown. He invited the Board to the Groundbreaking Ceremony scheduled on Thursday, July 18, at 9:00 am.

President's Report Item VI.A.1-2

President Pickens discussed the project to renovate the "T" Technology Classroom Building on the Palatka Campus. The \$10M legislative appropriation was not vetoed.

President Pickens gave an update on the status of the Florida School of the Arts renovation project for which \$10.5M is budgeted. While it has not yet been bid, expectations are that the bids may be \$13M-14M. He discussed the challenges of the overbudget projects.

President Pickens reported on the accomplishment of the Lady Vikings NJCAA DII Softball World Series Championship! He noted the team's overall GPA was 3.67.

President's Report Item VI.B

President Pickens reported on the accomplishment of the baseball team, which made it to the final 4 in the NJCAA DII World Series. The team's overall GPA was 3.28.

Trustee comments were made.

Trustee Comments

Chairperson Komando adjourned the meeting at 3:40 p.m.

Adjournment

ST. JOHNS RIVER STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

July 18, 2024

MEMBERS PRESENT:

Mr. Rich Komando, Chairperson
Mr. Wendell Davis
Mr. Jim Reid
Mr. Jud Sapp

MEMBERS ABSENT:

Ms. Jan Conrad, Vice-Chairperson (excused)

OTHERS PRESENT:

Joe H. Pickens, J.D., Executive Secretary (via phone)
Jeremiah Blocker, Board Attorney

Chairperson Komando called the meeting to order at
10:30 am.

Meeting Call to Order

There was no Public Comment.

Public Comment

There was no Old Business.

Old Business

Mr. Randy Peterson reviewed Disaster Recovery Contracts. He requested approval to authorize President Pickens to enter into an agreement with BELFOR USA Group, Inc. which adopts the terms and conditions as set forth in Contract #R191601 between Region 4 Education Service Center and BELFOR USA Group, Inc. Chairperson Komando noted two typos on page 3, item 11.f (need to change Northwest Florida State College to St. Johns River State College).

Mr. Davis moved, seconded by Mr. Reid, to approve Vice President/CFO Item IV.A.1, as submitted with two typos to be fixed (a detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

Approved Vice
President/CFO Item
IV.A.1 (first contract)

Mr. Randy Peterson requested approval to authorize President Pickens to enter into an agreement with Disaster Program & Operations, Inc. which adopts the terms and conditions as set forth in a contract between the District Board of Trustees of Santa Fe College and Disaster Program & Operations, Inc.

Mr. Reid moved, seconded by Mr. Davis, to approve Vice President/CFO Item IV.A.1, as submitted (a

Approved Vice
President/CFO Item

detailed listing is contained in the material submitted by the Office of the Vice President/CFO). Motion carried (Davis, Komando, Reid, Sapp - Yes).

IV.A.1 (second contract)

Trustee comments were made.

Trustee Comments

Chairperson Komando adjourned the meeting at 10:35 a.m.

Adjournment



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EQUAL OPPORTUNITY/EQUAL ACCESS COLLEGE

TO: Joe Pickens, J.D.
College President

FROM: Melanie Rosen Brown, Ph.D. *ymbrn*
Chief Operating Officer

DATE: August 12, 2024

RE: CONSENT Agenda Item
August 21, 2024, District Board of Trustees Meeting

The following **Consent** item is submitted for the Board of Trustees' consideration at the August 21, 2024, meeting:

CONSENT AGENDA ITEM:

1. Approval of Personnel Matters

DISTRICT BOARD OF TRUSTEES

PERSONNEL MATTERS

BOARD MEETING: August 21, 2024

	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Gilbert	Evans	FT - Administrator	Retirement	N/A	8/23/2024
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Pamela	Barberi	FT - Faculty	Hire	12 Month - Doctorate	7/1/2024
Cortnie	Beatty	FT - Faculty	Hire	10 Month - Masters	8/15/2024
Eric	Berg	FT - Faculty	Hire	9 Month - Masters	8/15/2024
Chandler	Caroccio	FT - Faculty	Hire	10 Month - Masters	8/15/2024
Linda	Cruz	FT - Faculty	Hire	9 Month - Masters	8/15/2024
Dean	Goldsmith	FT - Faculty	Hire	12 Month - Bachelors	8/1/2024
Rene	Grosdidier	FT - Faculty	Resignation	N/A	8/8/2024
Hollie	Harrell	FT - Faculty	Resignation	N/A	8/23/2024
John	Mersch	FT - Faculty	Hire	9 Month - Doctorate	8/15/2024
Erin	Minckiewicz	FT - Faculty	Hire	9 Month - Masters	8/15/2024
April	Murdaugh	FT - Faculty	Hire	9 Month - Doctorate	8/15/2024
Laura	Rogers	FT - Faculty	Resignation	N/A	8/23/2024
Vanessa	Roth	FT - Faculty	Hire	12 Month - Doctorate	7/1/2024
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Russell	Berger	FT - Professional Support	Hire	PS - Grade 121	8/1/2024
George	Brownnett	FT - Professional Support	Promotion	PS - Grade 120	8/1/2024
Glen	Roberts	FT - Professional Support	Retirement	PS - Grade 120	6/30/2024
Chelsea	West	FT - Professional Support	Hire	PS - Grade 120	8/12/2024
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Robert	Payne	PT - Professional Support	Hire	\$5,000/Month	07/01/24-06/31/25
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Patrick	Gelwicks	FT - Para-professional	Hire	PP - Grade 112	7/1/2024
Michaela	Heini	FT - Para-professional	Hire	PP - Grade 114	7/1/2024
Britney	Purser	FT - Para-professional	Resignation	N/A	7/31/2024
Steshawna	Thomas	FT - Para-professional	Hire	PP - Grade 115	7/2/2024
Sarah	White	FT - Para-professional	Hire	PP - Grade 112	7/1/2024
Rebekah	Wilson	FT - Para-professional	Hire	PP - Grade 114	7/1/2024
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Rachael	Carroll	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Jason	Forbis	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Grant	Forhan	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Evan	Godfrey	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
James	Harper	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24

	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Christian	Rios	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Melanie	Parker	PT - Para-professional	Rehire	\$18/hr	06/20-08/09/24
Joseph	Stewart	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Caleb	Strite	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
Kevin	Wydrinski	PT - Para-professional	Rehire	\$16.65/hr	06/20-08/09/24
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Angela	Brown	FT - Career Service	Hire	CS - Grade 108	8/15/2024
Tonya	Shook	FT - Career Service	Resignation	N/A	6/30/2024
Polly	Stephens	FT - Career Service	Resignation	N/A	7/31/2024
Kelly	Washburne	FT - Career Service	Hire	CS - Grade 108	8/12/2024
Hunter	Zahne	FT - Career Service	Hire	CS - Grade 108	8/1/2024
	NAME	JOB CLASSIFICATION	TYPE OF PAY OR ACTION	PAY SCALE OR RATE	DATES
Travonda	Browning	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Sydney	Carroll	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Autumn	Chinsio	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Caitlynn	Honeycutt	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Mary	McMinn	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Deborah	Pugh	PT - Career Service	Rehire	\$16.16/hr	06/20-08/09/24
Kelsey	Rodgers	PT - Career Service	Hire	\$15.92/hr	08/08-09/30/24
Amanda	Rodriguez	PT - Career Service	Hire	\$15.92/hr	08/08-12/19/24
Kylie	Stanley	PT - Career Service	Hire	\$15.69/hr	07/22-08/09/24
Trulie	Towne	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
Dreama	Trevorah	PT - Career Service	Rehire	\$15.69/hr	06/20-08/09/24
MISCELLANEOUS					
1. Drop Entry:					
Wayne Lassiter - Effective 08/01/24					
Robert Weaver - Effective 09/01/24					



ST. JOHNS RIVER

S T A T E C O L L E G E

Memorandum

TO: Joe Pickens, J.D.
President

FROM: Randy Peterson
Vice President/CFO

DATE: August 12, 2024

RE: Consent Agenda Items: August 21, 2024, District Board of Trustees Meeting

The following Consent items are submitted for the Board of Trustees' consideration at the August 21, 2024, meeting:

CONSENT AGENDA ITEMS:

1. Facilities Usage Report – June and July 2024
2. Approval of Write-offs of Tangible Personal Property
3. Budget Amendments – Final FY 23-24
 - a. Operating Fund 1
 - b. Restricted Fund 2
 - c. Auxiliary Fund 3
 - d. Capital Outlay/Plant Fund 7



ST. JOHNS RIVER

S T A T E C O L L E G E

MEMORANDUM

To: Mr. Randy Peterson
VP for Finance

From: Amy Tincher *act*
Senior Accountant

Date: August 12 , 2024

Subject: Report on Facilities Use for June and July 2024

For the month of June 2024:

Putnam Republican Club	Palatka
Daytona State College – DCF exams	Palatka
CC's Motorcycle Training	Palatka
Tom Leek for State Senate	Palatka
United Way of St. Johns	Palatka
Ross Jones Baseball Camp	Palatka
Ross Jones Baseball Academy	Palatka
SJR Volleyball Camp	Palatka

For the month of July 2024:

Putnam Republican Club	Palatka
Daytona State College – DCF exams	Palatka
CC's Motorcycle Training	Palatka
Putnam Supervisor of Elections	Palatka
City of Palatka	Palatka
Orlando Baseball Academy	Palatka
Ross Jones Baseball Academy	Palatka
SJR Volleyball Camp	Palatka



ST. JOHNS RIVER

S T A T E C O L L E G E

MEMORANDUM

To: Mr. Randy Peterson
VP for Finance

From: Cindy Reed *CR*
Assistant Controller

Date: August 12, 2024

Subject: Action on Write-Off of Tangible Personal Property

The write-off of tangible personal property must be approved by the Board of Trustees at the August 21, 2024, Board Meeting. I recommend write-off approval for the listed tangible personal property items from the college's property system. Please let me know if you have any questions on these items.

<u>Property #</u>	<u>Description</u>	<u>Reason for Write-Off</u>	<u>Acquisition Date</u>
29930	BiPap Focus Ventilation Focus System	Item Obsolete	5/11/2009
31779	Cisco 2911 Voice Gateway	Item Obsolete	7/21/2015
31778	Cisco 2911 Voice Gateway	Item Obsolete	7/21/2015
29434	Series 1101 Breathing Simulator	Item Obsolete	10/12/2007
31780	Cisco 3945 Voice Gateway	Item Obsolete	8/26/2015
	SimJunior Simulator Manikin & SimPad		
31704	System	Item Obsolete	2/4/2015



ST. JOHNS RIVER
S T A T E C O L L E G E

Budget Amendments

Fiscal Year 2024-2025

St. Johns River State College
Budget Amendment Request

Fiscal Year 2023-24
Month June

Reason for Amendment

Amendment Number: 4 Fund Balance not Above 5% _____
Transfer from Fund 1 _____
Other (SBOE approval not required) x

Be it resolved that the District Board of Trustees, St. Johns River State College, in meeting assembled pursuant to Section 1011.30, Florida Statutes and Rule 6A-14.0716(3), Florida Administrative Code, hereby approves this amendment to the college budget for the fiscal year as follows:

Fund Name: General Fund Fund Number: 1

Category	Original Budget	Increase	Decrease	Amended Budget
Begin Fund Balance	12,439,823			12,439,823
Revenues	49,159,822	10,000		49,169,822
Total Available	61,599,645			61,609,645
Personnel	32,780,153	97,677		32,877,830
Expenses	10,481,555	1,000,000	61,629	11,419,926
Equipment	2,158,764		19,397	2,139,367
End Fund Balance	16,179,173			15,172,522
Total Accountable	61,599,645			61,609,645

Justification: Use of board designated reserves for transfer to Capital Project/Plant Fund for college deferred maintenance needs and Palatka Campus infrastructure needs. Increase revenue budget for Data Busters program. Categorical reclassification for Pipeline fund, and category changes as requested by departments for general operations.

Certified:


Vice President for Finance

Date:

8-12-24

St. Johns River State College
Budget Amendment Activity
Fund 2: Restricted Funds

Fiscal Year 2023-24
Month June

Amendment Number: 4

Be it resolved that the District Board of Trustees, St. Johns River State College, in meeting assembled pursuant to Section 1011.30, Florida Statutes and Rule 6A-14.0716(3), Florida Administrative Code, hereby approves this amendment to the college budget for the fiscal year as follows:

Fund Name: Restricted Fund

Category	Current Budget	Increase	Decrease	Amended Budget
Beginning Fund Balance	\$ 474,110			\$ 474,110
Revenues				
Student Fees	634,590	78,554		713,144
Federal Support	748,522	600		749,122
State Support	109,807			109,807
Other Sources				
Total Revenue Budget	1,492,919	79,154		1,572,073
Expenditures:				
Salaries and Benefits	805,447	6,844		812,291
Current Expenses	850,662	7,335		857,997
Capital Outlay	41,158	3,428		44,586
Total Expenditure Budget	1,697,267	17,607		1,714,874
Increase(Decrease) in Fund Balance	(204,348)	61,547		(142,801)
Estimated Ending Fund Balance	\$ 269,762			\$ 331,309

Justification: Increase revenue budgets and related expenditures budgets for year end entries and Softball and Baseball World Series expenditures in Student Activities. Moved monies from SEOG to Federal Work Study. Category changes allowed by grantor.

Certified:



Vice President for Finance

Date: 8-8-24

**ST. JOHNS RIVER STATE COLLEGE
2023-24 RESTRICTED FUNDS
BUDGET ADMENDMENTS AS OF JUNE 30, 2024**

	<u>2023-24 CURRENT BUDGET</u>	<u>BUDGET AMENDMENTS</u>	<u>CURRENT ADJUSTED BUDGET</u>	
<u>Revenue Budget</u>				
Carl Perkins	325,760		325,760	
Adult Education Family Literacy	328,435		328,435	
Federal Work Study Program	94,327	600	94,927	749,122
Criminal Justice Trust Fund	102,240		102,240	
Florida Job Growth Grant-Fin Tech	-		-	
Open Door Grant	1,067		1,067	
Wellness Program	6,500		6,500	109,807
Student Activities	625,000	78,554	703,554	
Criminal Justice Selection Center	9,590		9,590	713,144
Total Revenue	1,492,919	79,154	1,572,073	

	<u>2023-24 CURRENT BUDGET</u>	<u>PERSONNEL EXPENSES</u>	<u>CURRENT EXPENSES</u>	<u>CAPITAL OUTLAY</u>	<u>CURRENT ADJUSTED BUDGET</u>
<u>Expenditure Budget</u>					
Carl Perkins	325,760				325,760
Adult Education Family Literacy	328,435				328,435
Federal Work Study Program	94,327	600			94,927
Criminal Justice Trust Fund	105,612				105,612
Criminal Justice Selection Center	15,650				15,650
Open Door Grant-State	1,067				1,067
Wellness Program	24,998				24,998
Student Activities	801,418	6,244	7,335	3,428	818,425
Total Expenditures	1,697,267	6,844	7,335	3,428	1,714,874

St. Johns River State College
Budget Amendment Request
Fund 3: Auxiliary Fund

Fiscal Year 2023-2024
Month June

Amendment Number: 4

Be it resolved that the District Board of Trustees, St. Johns River State College, in meeting assembled pursuant to Section 1011.30, Florida Statutes and Rule 6A-14.0716(3), Florida Administrative Code, hereby approves this amendment to the college budget for the fiscal year as follows:

Fund Name: Auxiliary Fund Fund Number 3

Category	Current Budget	Increase	Decrease	Amended Budget
Est. Begin Fund Balance	\$ 7,781,431			7,781,431
Revenues	4,724,250			4,724,250
Total Available	12,505,681			12,505,681
Personnel	826,976			826,976
Current Expenses	3,988,990	52,300	2,873	4,038,417
Equipment/Leases	736,607	11,540		748,147
Total Expenditures	5,552,573			5,613,540
Total Budgeted Reserves	\$ 6,953,108			\$ 6,892,141

Justification: Increase expenditures budget to purchase new books for resale. Increase capital expenditures for camera installation. Category changes as requested by departments for general operations.

Certified: _____

Vice President for Finance

FUND 3: AUXILIARY FUND BUDGET DETAILS
6/30/2024

	31100 Bookstore	31130 Food/Vending	31140 TH Cultural Art	31150 TH Rentals	TOTAL
1 Begin Fund Balance	5,174,558	175,643	1,718,831	712,399	7,781,431
2 Budgeted Revenue-Beginning	1,545,500	17,000	2,924,500	237,250	4,724,250
3 Total Budgeted Revenue	1,545,500	17,000	2,924,500	237,250	4,724,250
4 Budgeted Expenses					
5 Personnel	346,583	-	339,390	141,003	826,976
6 Total Personnel	346,583	-	339,390	141,003	826,976
7 Operating	1,483,278	10,355	2,448,884	46,473	3,988,990
8 Purchase Books	52,300				52,300
9 Security Cameras Installation			(2,873)		(2,873)
10 Total Operating	1,535,578	10,355	2,446,011	46,473	4,038,417
11 Equipment	6,150	978	481,914	247,565	736,607
12 Security Cameras Installation			7,206	4,333	11,539
11 Total Equipment	6,150	978	489,120	251,898	748,146
12 Total Budgeted Expenses	1,888,311	11,333	3,274,521	439,374	5,613,540
13 Increase(Decrease) in Fund Balance	(342,811)	5,667	(350,021)	(202,124)	(889,290)
14 Estimated Ending Fund Balance	4,831,747	181,310	1,368,810	510,275	6,892,141

**St. Johns River State College
Budget Amendment Request
Fund 7: Capital Outlay/Plant Fund**

Fiscal Year 2023-24
Month June

Amendment Number: 4

Be it resolved that the District Board of Trustees, St. Johns River State College, in meeting assembled pursuant to Section 1011.30, Florida Statutes and Rule 6A-14.0716(3), Florida Administrative Code, hereby approves this amendment to the college budget for the fiscal year as follows:

Fund Name: Plant Fund Number: 7

Category	Approved Budget	Increase	Decrease	Amended Budget
Beginning Fund Balance	\$ 18,367,869			\$ 18,367,869
Revenues	\$ 16,240,605	\$ 1,005,383		\$ 17,245,988
Expenditures:				
Capital Improvement Fee	\$ 2,736,307			\$ 2,736,307
Sale of Assets	38,422			38,422
Local Transfers	6,780,725	1,000,000		7,780,725
Capital Outlay & Debt Service (CO&DS)	468,300	5,383		473,683
Renovation/Remodel (PECO)	273,019			273,019
State Deferred Maintenance	<u>5,943,832</u>			<u>5,943,832</u>
Total Expenditure Budget	\$ 16,240,605	\$ 1,005,383	\$ -	\$ 17,245,988
Estimated Ending Fund Balance	<u>\$ 18,367,869</u>			<u>\$ 18,367,869</u>

Justification: Increase of \$500,000 for Palatka Campus Infrastructure and \$500,000 for Deferred Maintenance and related capital needs. Board approved the process of both transfers from designated reserves at the March 27 Board meeting.

Increase of CO&DS Revenue from Annual Report, FY 23/24

Certified:


Vice President for Finance

Date:

8-12-24

**ST. JOHNS RIVER STATE COLLEGE
2023-24 CAPITAL OUTLAY BUDGET
BUDGET AMENDMENT FOUR**

	2023-24 APPROVED BUDGET	BUDGET AMENDMENT FOUR	2023-24 AMENDED BUDGET
<u>REVENUE BUDGET</u>			
Capital Improvement Fee	\$ 2,736,307	\$ -	\$ 2,736,307
21/22 Rem/Ren/Add Instructional & Support-Orange Park Campus	273,019		273,019
Capital Outlay & Debt Service (CO&DS)	468,301	5,383	473,684
State Deferred Maintenance	5,943,832		5,943,832
Other Income	38,422		38,422
College Funds	6,780,724	1,000,000	7,780,724
2023-24 Capital Outlay Revenue Budget	\$ 16,240,605	\$ 1,005,383	\$ 17,245,988
<u>EXPENDITURE BUDGET</u>			
<u>Capital Improvement Fee</u>			
FloArts Equipment Purchases	\$ 23,302	\$ -	\$ 23,302
PAC Building A (Admin.) Renovation (Academic Areas)	-		-
Student Safety Improvements	177,725		177,725
SAC Building V (Viking Center) Furnishings & Equipment	23,780		23,780
Classroom Eq-Learning Resources	20,097		20,097
Academic Departmental Capital Equipment Needs	55,898		55,898
Technology Refresh 2022-23	478,620		478,620
Technology Refresh 2023-24	250,000		250,000
C/W Carpet Replacement	20,090		20,090
PAC FloArts Black Box Renovation	60,000	-	60,000
Student Related Capital Purchases - Expenses	53,272		53,272
Cisco Phone Upgrade	64,000		64,000
Remodel/Addition to FloArts Building	275,000	-	275,000
Unallocated Funding	1,206,331	-	1,206,331
	\$ 2,708,115	\$ -	\$ 2,708,115
<u>Capital Improvement Fee - PSAV</u>			
Unallocated Funding	\$ 28,192	\$ -	\$ 28,192
	\$ 28,192	\$ -	\$ 28,192
<u>Sales of Assets</u>			
Miscellaneous Projects	\$ 11,497	\$ -	\$ 11,497
Sale of Assets Expenses	4,575		4,575
Unallocated Funding	22,350	-	22,350
	\$ 38,422	\$ -	\$ 38,422
<u>Local-Transfer</u>			
PAC Building A (Admin.) Renovation	\$ 2,250	\$ -	2,250
Tree Campus	5,000		5,000
SAC Building V (Viking Center) Addition/Renovation	37,265		37,265
Security Updates	122,952		122,952
Facilities Planning	1,953		1,953
PAC Covered Walkway	1,872		1,872
PAC Softball Batting Cage	3,520		3,520
Remodel/Addition to FloArts Building	953,189		953,189
Unallocated Funding	1,742	-	1,742
	\$ 1,129,743	\$ -	\$ 1,129,743
<u>Local-Workforce</u>			
OPC Construction (Building L Ren/Add)	\$ 10,486	\$ -	\$ 10,486
	\$ 10,486	\$ -	\$ 10,486

**ST. JOHNS RIVER STATE COLLEGE
2023-24 CAPITAL OUTLAY BUDGET
BUDGET AMENDMENT FOUR**

Local-Deferred Maintenance

C/W Sidewalk Repairs	\$ 4,573	\$ -	\$ 4,573
PAC Covered Walkway	6,083		6,083
C/W Roof Repairs/Diagnostic Scans	337		337
C/W Miscellaneous Maintenance Projects	1,365,893	500,000	1,865,893
PAC Miscellaneous Deferred Maintenance (Beautification)	1,832,480		1,832,480
C/W Elevator Upgrades	112,360		112,360
PAC Site Improvements Project	2,000,000	500,000	2,500,000
	<u>\$ 5,321,725</u>	<u>\$ 1,000,000</u>	<u>\$ 6,321,725</u>

Local-Capital Projects

SAC Chiller/Cooling Tower Replacement	\$ 8,697	\$ -	\$ 8,697
PAC Sewer Lift Station Replacement	150,000		150,000
PAC Sewer Line & Manhole Replacement Phase 1	122,080		122,080
Unallocated Funding	37,994	-	37,994
	<u>\$ 318,771</u>	<u>\$ -</u>	<u>\$ 318,771</u>

Capital Outlay & Debt Service

Furniture Replacement	\$ 5,010	\$ 3,858	\$ 8,868
C/W Roof Repair	-		-
Infrastructure & Site Improvements	234,958		234,958
PAC Storm Water Master Plan	50,000		50,000
Civil Rights Assessment - ADA Compliance	15,353		15,353
Unallocated Funding	162,979	1,525	164,504
	<u>\$ 468,301</u>	<u>\$ 5,383</u>	<u>\$ 473,684</u>

21/22 OPC Ren/Rem (PECO)

Unallocated Funding	<u>\$ 273,019</u>	<u>\$ -</u>	<u>\$ 273,019</u>
	<u>\$ 273,019</u>	<u>\$ -</u>	<u>\$ 273,019</u>

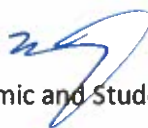
State Deferred Maintenance

PAC Building V Roof Replacement	\$ 346,637	\$ -	\$ 346,637
PAC Library Restroom/Window Wall System, ADA/Life Safety	1,697,195		1,697,195
SAC Chiller Replacement	1,400,000		1,400,000
OPC Chiller and Cooling Tower Replacement	1,300,000		1,300,000
PAC Sewer Piping Repair/Replacement	1,200,000	-	1,200,000
	<u>\$ 5,943,832</u>	<u>\$ -</u>	<u>\$ 5,943,832</u>

2023-24 Capital Outlay Expenditure Budget

\$ 16,240,605	\$ 1,005,383	\$ 17,245,988
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TO: Joe Pickens, J.D.
College President

FROM: Edward P. Jordan, Ph.D. 
Vice President for Academic and Student Affairs

DATE: August 8, 2024

RE: Agenda Item: August 21, 2024, District Board of Trustees Meeting

The following items are submitted for the Board of Trustees' consideration at the August 21, 2024, meeting:

Consent

1. **Approval of the 2024-2025 Articulation Agreement Among Eligible Home Education Students and their Parents/Guardians and St. Johns River State College**
2. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following public school districts:**
 - a) The District School Board of Clay County
 - b) The District School Board of Putnam County
 - c) The District School Board of St. Johns County
 - d) The Florida School for the Deaf and the Blind

**Please Note: As requested by the Board in previous years, the full agreement is included for The District School Board of Clay County and the remaining public school districts' signature pages only are included in the Board Packet as all public school agreements are identical.*
3. **Approval of the 2024-2025 Memorandum of Understanding for Interpreter Services Between the District Board of Trustees of St. Johns River State College and the Florida School for the Deaf and the Blind**
4. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and St. Johns Classical Academy Charter School**
5. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following private schools:**

- a) Beacon of Hope Christian Academy
- b) Calvary Christian Academy
- c) Center Academy
- d) Christian Home Academy
- e) Citizens High School
- f) Crescent City Christian Academy
- g) Faith Christian Academy
- h) Lighthouse Christian School
- i) Matanzas Christian Academy
- j) Putnam Banner Academy
- k) Springs Academy
- l) St. John's Academy
- m) St. Johns Christian School
- n) St. Joseph Academy
- o) Seven Bridges School
- p) The Broach School
- q) Victory Prep School
- r) Washington Classical Christian School

****Please Note:** As requested by the Board in previous years, the full agreement is included for Beacon of Hope Christian Academy and the remaining private schools' signature pages only are included in the Board Packet as all private school agreements are identical.*

6. Approval of Revision to 2024-2025 College Catalog/Student Handbook

- a) Update to the Diagnostic Medical Sonography Technology Program of Study page

7. Approval of new Continuing Workforce Education courses

- a) Traffic Crash Reconstruction - CWL 0329
- b) Advanced Tactical Driving - CWL #####

Information

8. Information Only: The Viking Experience: Core To Career - QEP Planning Year Update

**2024-2025 Articulation Agreement Between
Eligible Home Education Students and Their Parents/Guardians and St. Johns River State College**

Pursuant to section 1007.271(13) (b) the dual enrollment program is available for an eligible home education secondary student in a postsecondary course creditable toward an associate degree.

1. Parent and student notification process about student participation in the Dual Enrollment program.

SJR State's Director of Dual Enrollment/or Dual Enrollment Homeschool Specialist will host annual Information Sessions for potential Dual Enrollment students on each of SJR State's campuses/or via Zoom. Parents/guardians are notified of the option to participate in the Dual Enrollment program through public announcements, institution website announcements, fliers, and through the institutional course catalogue.

2. Programs and courses available to students eligible for Dual Enrollment

A. Program Description: Dual Enrollment, an articulated mechanism between eligible home education students and their parents/guardians and SJR State, shall serve to shorten the time necessary for students to complete the requirements associated with the conferral of a degree, broaden the scope of curricular options available to students, and/or obtain opportunities for completing career/technical programs. Section 1007.271, Florida Statutes, establishes that "the Dual Enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree" (Section 1007.271(1), F.S.). "Early admission shall be a form of Dual Enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree" (Section 1007.271(7), F.S.). "Career early admission is a form of career Dual Enrollment through which eligible secondary students enroll full time in a career center or a state college in courses that are creditable toward the high school diploma and the certificate or associate degree" (Section 1007.271(8), F.S.). Students enrolled as Dual Enrollment, early admission, or career early admission shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as Dual Enrollment, early admission, and career early admission will be eligible to participate in both high school and College activities as appropriate including graduation and other extracurricular activities.

B. Course Offerings: Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course -- High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes (available online at <http://www.fldoe.org/articulation/pdf/DEList.pdf>). All courses in the Statewide Course Numbering System, except for remedial courses and physical education skills courses, can be used for Dual Enrollment credit and count toward high school graduation, including electives. These courses may include but are not limited to communications, humanities, mathematics, science, social sciences, foreign languages, and workforce education courses. Physical education, college preparatory, and non-credit courses in addition to courses within selected limited access programs are excluded from this agreement, as are courses with activities that presume an adult-level of maturity and personal responsibility such as study abroad. Neither traditional high school nor dual enrolled high school students may be permitted to pay to take any college courses, including physical education or college preparatory classes. Dual Enrollment students must be A.A. or A.S. degree seeking students.

3. Process for students and their parents to elect to participate in the Dual Enrollment program.

A. Application Procedure: To participate in Dual Enrollment at SJR State, Dual Enrollment eligible home education students will be required to first complete the SJR State Dual Enrollment Admission Application (online). The parent/guardian will confirm that the student has the appropriate class standing, P.E.R.T., ACT, SAT, PSAT, PreACT test scores (please consult our test score page for full test score information), and GPA to be eligible for Dual Enrollment prior to forwarding the application to SJR State. The completed Dual Enrollment Admission Application online verification and copy of official test scores must be submitted, with all necessary signatures, to the SJR State Dual

Enrollment Office, no later than 30 days before the start of the term or posted Dual Enrollment deadline, whichever comes first. Homeschool students should consult the SJR State “Dates and Deadlines” tab on the Dual Enrollment homepage for questions regarding specific deadlines. Please note that the College deadlines for traditional students are often different than the deadline for dual enrollment students.

B. Acknowledgement of Principles of Participation: By signing this articulation agreement, students selected for participation in Dual Enrollment and their parents/guardians both agree to the *Principles of Participation for Dual Enrollment /Early Admission Program* (available online on the SJR State’s Dual Enrollment webpage at <http://www.sjrstate.edu/forms/dualprinciples.pdf> and Appendix 2) and located within this agreement.

C. Registration Process: The Dual Enrollment student meets with their parent/guardian to initiate the registration process as well as receive approval to any changes in their Dual Enrollment schedule, to safeguard the meeting of high school graduation requirements. The parent/guardian will submit the registration paperwork on the home school student’s behalf to the SJR State Dual Enrollment Office.

D. Disabilities Accommodation: Students will need to contact SJR State’s Disabilities Services to determine the appropriate documentation needed for accommodations to be provided. The student has the responsibility to self-identify to the appropriate College personnel.

E. Schedule Changes: To ensure high school graduation is not compromised, Dual Enrollment students must coordinate all schedule change requests with their parent/guardian, who will then submit the necessary paperwork on the student’s behalf to the Office of Dual Enrollment for processing. All schedule changes must be completed by the College’s published add/drop deadline.

F. Withdrawing from a Course: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their parent/guardian. The parent/guardian will then submit the necessary paperwork on the student’s behalf to the Dual Enrollment Office for processing (Appendix 6). All withdrawals must be completed by the College’s withdrawal deadline. Dual Enrollment students who earn a “W” by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Students enrolled in a lab and lecture as co-requisites will be withdrawn from both sections. Students who withdraw or receive a D or F in a course must first complete the petition process before they are allowed to register for additional courses.

G. Maximum Course Load: Home School Dual Enrollment students will work with their parent/guardian and the Dual Enrollment Office to determine an appropriate course load. Dual Enrollment students may take a maximum of ten (10) Dual Enrollment credit hours in the fall term, ten (10) dual enrollment credit hours in the spring term, and six (6) to eight (8) Dual Enrollment credit hours (a maximum of 2 courses) in the summer term. Early Admission Dual Enrollment students must take a minimum of twelve (12) and a maximum of sixteen (16) Dual Enrollment credit hours each fall and spring term.

H. Final Course Grades: Students may view their final course grades through SJR State’s online portal, MySJRState, on the Dual Enrollment tab at mysjrstate.sjrstate.edu

I. College Academic Calendar: Dual Enrollment students are required to adhere to SJR State’s Academic Calendar and attend all regularly scheduled classes, regardless of any conflicts with high school holidays or extracurricular activities. SJR State’s Academic Calendar is available in the College Catalog and posted online at <http://www.sjrstate.edu/academcal.html>

J. Grade Forgiveness: Students may not repeat Dual Enrollment courses that they earned a “W,” “D,” or “F” (unless granted permission through the petition process). All grades including “W” for withdrawal will become part of the student’s permanent record. SJR State’s grade forgiveness policy is that the last grade recorded for a course will be used to calculate the student’s SJR State cumulative GPA. Students will only be granted one dual enrollment petition while enrolled in SJR State’s dual enrollment program.

4. Student eligibility requirements for participation in the Dual Enrollment program.

A. Eligibility Criteria for Student Participation in Dual Enrollment: Students eligible for Dual Enrollment be classified as secondary students and provide proof of registration as a home education student with their school district and

demonstrate readiness for college coursework through scores on college placement tests and appropriate level of maturity and responsibility. Students must declare their anticipated high school graduation date, and it must be no more than four (4) calendar years from the date of first enrollment at the College, or when the student receives 60 credit hours' worth of Dual Enrollment course credits, whichever occurs first.

Early Admissions students' eligibility would be the same requirements for a Dual Enrollment student. Participation in career/vocational Dual Enrollment requires students to demonstrate college readiness for college coursework through scores on college placement test. Participation in the career early admission program is limited to students who have completed a minimum of six (6) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade. Dual Enrollment students will be required to complete the P.E.R.T., PreACT, ACT, PSAT and/or SAT. No student shall be enrolled in a college credit mathematics or English Dual Enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the P.E.R.T., PreACT, ACT, PSAT or SAT. High school students not enrolled through the Dual Enrollment program shall not be permitted to take college level credit or vocational credit classes at SJR State under any circumstances or proviso.

B. Continued Eligibility of Student Participation in Dual Enrollment: Dual Enrollment students who earn below a "C" (including a "W" grade) in any Dual Enrollment course will be subject to dismissal from the Dual Enrollment program. Dual Enrollment students must maintain a college GPA of 2.0 or higher to continue in the Dual Enrollment program. Career/vocational Dual Enrollment students must maintain a college GPA of 2.0 or higher to continue in the Dual Enrollment program. Students who do not meet these minimum standards to continue in Dual Enrollment may contact the Dual Enrollment Office to learn about the petition process. Students not maintaining this standard are subject to dismissal from the Dual Enrollment program and will not be eligible for admission if this standard was not met at a previous college or university. Students who do not maintain satisfactory progress at the college will be placed on academic probation.

With SJR State's approval, dual enrollment students are allowed to repeat a course one time through Dual Enrollment. Third and subsequent attempts must be paid for by the student after completion of high school graduation and will be charged the full cost of instruction, which is equivalent to out of state tuition. Although all course attempts are listed on the student's transcript, only the grade earned in the most recent attempt is calculated in the overall GPA at SJR State. If a student stops attending class, the grade earned, usually an F, is assigned and posted. Other institutions may not necessarily have the same grade forgiveness policy as SJR State, and other institutions may recalculate student GPA's or reassess eligibility for financial aid.

Pursuant to State Board of Education Rule 6A-14.064, students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics as determined by one of the methods established by the Florida Department of Education (i.e. scores on the P.E.R.T, A.C.T, or S.A.T.), shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. A student that has accumulated twelve (12) college credit hours and has not yet demonstrated proficiency in one of the basic competency areas of reading, writing, or mathematics will be dismissed from the Dual Enrollment program until correction of all deficiencies. At the time of program dismissal, the student will be advised of the requirements for the associate in arts degree completion and state university admission requirements.

C. Loss of Eligibility in Dual Enrollment: Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

D. Graduating seniors: Students who graduate prior to completion date of the postsecondary course may not register for the course through Dual Enrollment. Graduating seniors who successfully participated in dual enrollment while in high school may be approved to register as traditional, fee-paying students in summer courses that begin prior to the award of their high school diploma after completion of a waiver process that originates in the Office of Student Affairs; however, financial aid will not be available to students until after their high school diploma has been conferred.

5. Delineation of the high school credit earned for the passage of each Dual Enrollment course.

Course Credit: Students enrolled in Dual Enrollment courses shall earn both high school credit from the School Board and college credit from SJR State if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3) or four (4) credit hour Dual Enrollment course at SJR State with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit assigned by the Dual Enrollment Course -- High School Subject Area Equivalency List, located on the Florida Department of Education's web site (<http://www.fldoe.org/core/fileparse.php/5421/urlt/0078394-delist.pdf>).

6. Process for informing students and their parents/guardians of college-level course expectations.

During the application process, students selected for participation in Dual Enrollment and their parents/guardians are given the *Principles of Participation for Dual Enrollment/Early Admission Program* (available online on the SJR State Dual Enrollment webpage at (https://www.sjrstate.edu/pdfs/Principles_Participation.pdf) and within this articulation agreement. The *Principles of Participation for Dual Enrollment/Early Admission Program* addresses the college-level course expectations as well as the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. Additionally, SJR State's Director of Dual Enrollment homeschool students are required to complete a Zoom/online conference with the SJR State Dual Enrollment Homeschool Specialist. This meeting will occur after the student's Dual Enrollment application, test scores, and school district verification has been submitted. Students are also required to view the New Student Orientation listed on the Dual Enrollment homepage.

7. Registration policies for Dual Enrollment courses.

A. Registration Procedure: After acceptance into the Dual Enrollment program, the student and their parent/guardian will meet to fill out the course registration form. The parent/guardian or the student will submit the Dual Enrollment registration form to the SJR State's Dual Enrollment Office. The Dual Enrollment Course Registration Form should be submitted as soon as possible, but no later than the posted Dual Enrollment deadline (https://www.sjrstate.edu/pdfs/DE_enrollment_dates.pdf), under Dates and Deadlines). During Dual Enrollment Registration, Dual Enrollment students taking courses on the College site will be required to log into MySJRstate, SJR State's online portal, to confirm their registration. Students who do not log in to their online courses within the first week of each term, may be dropped from the course for non-attendance.

B. SLS 1122, Academic Pathways for College Success course: Beginning Fall 2022, students who have reached 12 credit hours through Dual Enrollment will be required to enroll in SLS 1122, Academic Pathways for College Success, the required student success course. This course serves as a requirement within the Associate in Arts degree.

8. Determination of Student Eligibility and Monitoring of Student Performance.

A. High School Guidance Services: The parent/guardian will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the priority. The SJR State Dual Enrollment Office can offer guidance on courses but cannot be responsible for providing advisement on high school course structure, this is the responsibility of the homeschool student/parent/guardian.

B. College Guidance Services: A key advising point that will be shared parents/guardians and students is that Dual Enrollment grades are calculated and recorded in the student's college GPA and transcript, creating a permanent record that can impact future university admission decisions. All high school Dual Enrollment students will be assigned a MySJRstate account as soon as the pertinent information has been entered into SJR State's computer system. Through this online portal, the College will send the student communications about educational and career development activities. Additionally, Dual Enrollment students will work with the staff of SJR State's Dual Enrollment Office regularly throughout the process of planning and scheduling Dual Enrollment courses. Dual Enrollment and Early Admission students are encouraged to develop a post-secondary plan and major during information and orientation sessions. A designated member of the Dual Enrollment Office will assist students with questions that concern their career and major as well as conduct preliminary advising. Dual Enrollment and Early Admission students will be required to meet with a college advisor after completion of 20-30 college credits.

9 Responsibility for Student Screening

A. Student Policies, Procedures, and Behavioral Expectations: Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of SJR State. Should a conflict be identified because of SJR State's policies or procedures, the College will notify the parent/guardian of behavioral infractions and will jointly resolve the

conflict while providing due process for students. College policies and procedures are published in the College Catalog and are also available online on the Student Services website at <http://www.sjrst.edu/catalog.html>

B. Student Testing at the College Campus: The P.E.R.T. will be administered at a testing center at SJR State as arranged with the parent/guardian and home education student. Students will be responsible for providing their own transportation to the College. Reasonable accommodations will be provided at the test site at the expense of the College for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

C. Retaking the PERT: Dual Enrollment students may retake the P.E.R.T. once during their high school tenure in accordance with SJR State's P.E.R.T. Policies and Procedures.

D. Alternative Placement Methods: Pursuant to Section 1008.30, F.S., *Alternative Methods to Common Placement Tests*, Florida College System institutions may use alternative methods in lieu of the common placement tests under subsection 2 to assess student readiness for college-level work in communication and computation. Institutions shall recognize scores and grades on alternative methods specified in paragraphs (3)(a) through (3)(c) as valid for placement purposes for a minimum of two years. (a) Tests and assessments: A score that meets or exceeds the standard score on any one of the assessments shall be accepted as demonstration of readiness for college-level work. Institutions shall accept scores on the public high school transcript in addition to official score reports from the issuing entity listed in this subsection as an official record. (b) Performance in high school coursework: Any student who has an unweighted high school GPA of 3.0 and achieves a grade of "B" or better in any of the courses listed below shall have demonstrated readiness for college-level work. Institutions shall accept courses and grades on the public high school transcript as an official record. (c) Credit-by-examination: Students achieving passing scores and receiving credit for college-level communication or computation pursuant to the credit-by-examination equivalency list in Rule 6A-10.024, F.A.C., shall have previously demonstrated readiness for college-level coursework.

Please consult Testing Information located on the Dual Enrollment web page under the Quick Links for a full description and chart of the alternative methods.

10 Student Grades and Records:

A. Student Grades: Grades assigned by the post-secondary institution for Dual Enrollment courses, including the "W," are to be accepted at face value by the School Board and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.).

B. Student Records: Students may view their unofficial transcript through SJR State's online portal, MySJRstate on the Dual Enrollment tab at mysjrst.edu.

11 Responsibility for Costs:

A. Textbooks and Instructional Materials: Pursuant to Section 1007.271(16), F.S., Dual Enrollment students are exempt from the payment of tuition and fees. This includes not only tuition and registration and laboratory fees, but all other postsecondary institution fees. Instructional materials are defined in Section 1006.29(2), F.S., and shall include but not be limited to, textbooks, consumables, and online course codes. Textbooks and other instructional materials will be provided to the homeschool student by SJR State. Except for access codes or e-resources, all materials furnished by the College will remain the property of St. Johns River State College, and students will be responsible for returning these instructional materials at the end of each semester. If students do not return the instructional materials, a hold will be placed on their student account that may prohibit future enrollment or access to transcripts at St. Johns River State College. Lost or damaged items may also result in such holds. Requirements for providing instructional materials to home education students are subject to change pursuant to Florida Statutes. Students will be notified of their outstanding textbook rental fees/holds through their MySJRState email account.

B. Transportation: Transportation is the responsibility of the home education student.

C. Disability Services: As required by law, students with disabilities must receive appropriate accommodations. SJR State will be responsible for the cost of providing the necessary accommodations for courses taken on SJR State campuses. Students with disabilities will be responsible for providing appropriate documentation so that accommodations can be provided. Students are responsible for contacting the SJR State Disabilities Office to receive their accommodations for both on campus and online courses.

D. Dual Enrollment Scholarship Reimbursement: Pursuant to Fla. Stat. 1009.30, SJR State will seek reimbursement through the Dual Enrollment Scholarship Program for tuition and instructional material for each fall, spring, and summer term.

2024-2025 Dual Enrollment/Early Admissions/Early College Program – Principles of Participation

Dual enrollment students will be enrolled in courses that count toward high school graduation and college credit, so understanding the expectations of being a college student is important. To ensure that students understand the policies and procedures regarding conduct, communication, curriculum, and college policies, all students are asked to read and abide by the following: Principles of Participation and Student Responsibilities. This document applies to any student who is registered in any dual enrollment courses, including public school students, private school students, charter school students, and homeschool students. This document applies to any Traditional Dual Enrollment or Early College Program student.

Principles of Participation for Dual Enrollment, Early Admission, and Early College Program students

- Students are required to communicate any issues to the appropriate people (high school contact, dual enrollment office, faculty, parents, etc. If you are not sure who you need to communicate with, ask your high school contact or call the Dual Enrollment office at 386-312-4136.
 - Students are expected to address any course issues with their instructor, it is the student's responsibility to notify the instructor of absences caused by illness, emergencies, etc.
 - Postsecondary institutions must abide by the Federal Family Educational Rights and Privacy Act (FERPA). SJR State's faculty and staff are not permitted to discuss student performance with anyone other than the student or designated educational staff unless the student signs a release. For a copy of this act, please call our office at 386-312-4136 to be provided with the information.
- Dual enrollment students are held to the same standards as regular/traditional college students, unless otherwise restricted by federal, state, or local requirements.
- Students must abide by all SJR State policies and procedures, including but not limited to, the SJR State Student Catalog/Handbook, attendance policies, academic integrity, and discipline policies as published.
 - The only excused (approved) absences are those sanctioned by SJR State. High school holidays, activities, and sports are not excused absences for students enrolled in classes at SJR State or dual enrollment courses held at the high school site. Students need to check the academic calendar before registering for courses to be sure there are no conflicts (spring break, winter break, summer vacation, etc.).
 - Academic work submitted by a student to the instructor is assumed to be the result of his or her own thought, research, or self-expression. When a student borrows ideas, workings, or organizations from another source, he or she is expected to acknowledge that fact in an appropriate manner (citation).
 - Dual enrollment students are entitled to the same appeal processes (grade appeal or Academic Misconduct) as regular college students. The appeals process can last until the following semester. This process is conducted by the SJR State Office of Student Affairs.

- Students are required to know the policies and outcomes, related to grades, academic history, and graduation.
 - Students are not permitted to re-take courses in which they have earned a grade of “C” or higher.
 - Any letter grade below a “C” will not count as credit toward the Gordon Rule requirement (English, Math, and Humanities). However, all grades will be calculated into the student’s GPA and will appear on their college transcript.
 - All dual enrollment (college) grades will become part of the student’s permanent college transcript and may affect college admissions to other colleges and universities, financial aid, and Bright Futures eligibility. These grades are permanent.
 - Withdrawal (“W”) from a course will be listed on the student’s permanent college transcript.
 - College credits earned through the dual enrollment program will be recorded on both the student’s high school transcript and SJR State transcript.
 - Students who receive a D, F, or W in a course may not register for another course within that same term until they have completed the petition process through the SJR State Dual Enrollment office. For example, if a student receives a W in a Fall A course, they may not register for a Fall B course until they have completed the petition process.
 - Students are only permitted to take 2 courses during the Summer sessions (a maximum of 8 credit hours). Courses requiring a co-requisite will only count as 1 course.
 - A student receiving an “I” grade must complete the course within a 30-day calendar period which begins on the first day of classes of the next term. Students are not eligible for graduation until all “I” grades have been removed from their academic record. Incomplete work will convert to an “IF” if the course work remains incomplete.
 - Dual Enrollment students who have graduated high school, may participate in Summer A courses the year of graduation. Students must petition the Office of Student Affairs to attend these courses and are responsible for all fees. You can contact the Dual Enrollment Office for this petition process.
- Dual enrollment students must understand the differences between high school and the college’s curriculum, course structure, and student body.
 - The depth, breadth, rigor, and pace of college courses will be at the college level and will not be “brought down” to the high school level to accommodate variations in student age and maturity. The course material in these classes may reflect topics not typically included in secondary courses, which some parents may object to for “minors.”
 - The curriculum, content, evaluation (grading practices), and selection of appropriate instructional materials are the right of the college instructor and will not differ for dual enrollment students. The same material will be presented to regular college students and dual enrollment students. College grading policy will be used for all dual enrollment courses. Instructors will not adapt their course for dual enrollment students.
 - Dual enrollment at the high school site will follow the same standards as courses offered on SJR State’s college campuses.
 - SJR State is an open campus, and classes (face to face and online) will have students of various ages and

backgrounds enrolled in these courses.

- Dual enrollment students are required to attend/read New student orientation materials. The orientation presentation is available online, on campus, on the high school site, or can be sent to you via email. It is the student's responsibility for viewing and ensuring they understand the materials presented in the dual enrollment new student orientation.
- Dual enrollment students are held responsible for the following coordination and paperwork requirements:
 - Students are required to ensure the accuracy of their information (full legal name as presented on the birth certificate, birthdate, and social security number). Students will be responsible to notify the Dual Enrollment Office of any changes to their address, phone number, high school, test scores, etc. It is the student's responsibility to provide updated test scores for placement to the high school and dual enrollment office.
 - Students need to have the ability to log in to MySJRState, to view or access their schedules, Canvas (online course management system), grades, order transcripts, etc. Providing the correct social security number, date of birth, and zip code allows the student to be registered for this access and will alleviate login issues.
 - Students who do not log in to their online course within the first week, may be dropped from the course for non-attendance.
 - Students with disabilities need to provide documentation to SJR State's Advising Office, to receive accommodations. The student must self-identify to receive these accommodations. Accommodations at the high school are not automatically sent over to SJR State, it is the responsibility of the student to provide these to the Advising Office/Disabilities Coordinator.
 - Students are accountable for completing the appropriate college forms and meeting college-established deadlines for add/drop and/or withdrawal. Students must have prior approval from their designated high school contact to add/drop or withdrawal from college courses. Please note that dual enrollment deadlines are often different than the traditional College deadlines. All dates and deadlines are notated on the SJR State Dual Enrollment homepage (www.sjrstate.edu/dual). High school site deadlines are often also different, please be sure you are aware of dual enrollment deadlines at the high school site.
 - Students are responsible for ordering/paying for their college transcript once they have graduated from high school.
 - It is the responsibility of the dual enrollment student to ensure they have their textbooks and necessary materials for their courses. For public school students, textbooks are handled through the school district; for private and charter school students, textbooks are the responsibility of the student; and for homeschool students, textbooks are handled through the SJR State bookstore. All textbooks for high school site classes are provided by the individual high school.
 - All correspondence regarding dual enrollment classes, petitions, dates and deadlines, and any other messages will be sent to the student's SJR State email address (name@vikings.sjrstate.edu), students will be responsible for knowing how to access this email address.
 - Students enrolled as Dual Enrollment, Early Admission, Early College Program, or Career Early Admission shall be

exempt from the payment of registration, tuition, and laboratory fees. Students are not permitted to pay for extra courses over the designated limit, a maximum of ten (10) Dual Enrollment credit hours in the fall term, ten (10) dual enrollment credit hours in the spring term, and six (6) to eight (8) Dual Enrollment credit hours (a maximum of 2 courses) in the summer term. Early Admission Dual Enrollment students must take a minimum of twelve (12) and maximum of sixteen (16) Dual Enrollment credit hours each fall and spring term.

- Dual enrollment students are eligible for a total of 3 years' worth of service. For example, if a student began the program in the Fall semester, they would end in the summer semester (start Fall 2018, student would finish Summer 2021). Dual enrollment students are limited to 9 semesters of dual enrollment.
- Dual enrollment students need to understand the eligibility requirements listed below:
 - Students whose unweighted high school GPA drops below 3.0 and college GPA drops below 2.0 will lose eligibility for dual enrollment.
 - Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process, including when the progress of other students or the efficient administration of the course is hindered.
 - Students sentenced to disciplinary action from the high school may lose eligibility for dual enrollment at the high school site, due to excessive absences.
 - Students with excessive absences, at the high school, college or online, may be withdrawn from the course by instructor.
 - Students may appeal eligibility requirements with the petition process through the Dual Enrollment Office. Students will only be granted a maximum of one petition during their dual enrollment career.
 - Dual Enrollment students are all required to attend a New Student Orientation, it is located online and must be viewed before registering for courses.

Student Responsibilities for Dual Enrollment, Early Admission, and Early College Program students

- Dual Enrollment Online Application needs to be completed with the correct information.
 - Full legal name as presented on birth certificate
 - Correct Social Security Number
 - Correct birthdate (please check your birth year)
- If using PERT, ACT, or SAT test scores, please provide a copy of your official test scores when turning in your Dual Enrollment application to your high school's dual enrollment contact. If your scores change, and you need to use your updated scores to register for a course, it is the student's responsibility to provide those scores to the high school counselor who provides them to the Dual Enrollment Office.
- If using AICE, AP, or IB test scores, please provide a copy of your official test scores when wanting to use these scores to satisfy prerequisite requirements.
- Students will need to be able to log into mySJRState, to view their schedules, grades, etc.
- Students will need to be able to communicate any issues to the appropriate people (high school contact, dual enrollment office, faculty, parents, etc.)
- Students will need to keep track of all deadlines (i.e., add/drop deadline, withdrawal deadline, etc.)
- Students are responsible for knowing which courses they are registered for, when the courses begin/end, and what delivery mode the course is being offered in.
- Students with disabilities need to provide documentation to SJR State's Advising Office, to receive accommodations.
- Students need to inform the Dual Enrollment Office of any changes: address, phone number, high school, test scores, name change etc.
- Students are responsible for knowing college and course policies (parking decal, academic integrity, etc.)
- Students are responsible for ordering/paying for their college transcript once they have graduated high school.
- When a student receives a "W," "D," or "F," it is their responsibility to obtain a Dual Enrollment Petition Form from the student's high school counselor (homeschool students please call the DE Office 386-312-4136). Students will not be permitted to register for courses until the DE Office has received this item.

Please retain this document as a reference for the SJR State Dual Enrollment program. When a student signs the SJR State Dual Enrollment online application signature page, you agree to the above statements.

For questions regarding any of the items listed above, please contact the SJR State's Dual Enrollment Office at (386) 312-4136 or dualenrollment@sjrstate.edu.

The SJR State Dual Enrollment Office is located on the Palatka Campus, at 5001 St. Johns Avenue, Palatka, FL 32177



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Home Education Students and Parents and St. Johns River State College**

The student and the parent/guardian of the home schooled student, by signing this agreement, certify that they are in compliance with s. 1002.41, F.S.; have notified the superintendent of schools in the county of residence of intent to establish and maintain a home education program; have read and understand the scope, purpose, policies, and procedures of this document; and will provide annual district verification of enrollment in a home education program to St. Johns River State College. By signing the SJR State Dual Enrollment application and Home School Dual Enrollment Articulation Agreement, you agree to the principles of participation.

Either party shall have the right to terminate this agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.

Home Education Student Name (Please print)

Date of High School Graduation

Student (Signature) Date

Parent/Guardian (Signature) Date

Director of Dual Enrollment (Signature) Date

VP for Academic Affairs (Signature) Date



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Home Education Students and Parents and St. Johns River State College**

The student and the parent/guardian of the home schooled student, by signing this agreement, certify that they are in compliance with s. 1002.41, F.S.; have notified the superintendent of schools in the county of residence of intent to establish and maintain a home education program; have read and understand the scope, purpose, policies, and procedures of this document; and will provide annual district verification of enrollment in a home education program to St. Johns River State College. By signing the SJR State Dual Enrollment application and Home School Dual Enrollment Articulation Agreement, you agree to the principles of participation.

Either party shall have the right to terminate this agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.

Home Education Student Name (Please print)

Date of High School Graduation

Student (Signature)

Date

Parent/Guardian (Signature)

Date

Director of Dual Enrollment (Signature) Date

VP for Academic Affairs and Student Affairs (Signature) Date

**2024-2025 Dual Enrollment Articulation Agreement Between the
Clay County School District and the
District Board of Trustees of St. Johns River State College**

Section 1007.271 (21), Florida Statutes, specifies the development of the Dual Enrollment Articulation Agreements between the state college presidents and the superintendents of schools within their respective state college districts for the purpose of providing a primary framework within which all future Dual Enrollment objectives and activities shall be described. The Clay County School District hereinafter referred to as CCSD, and the District Board of Trustees of St. Johns River State College, hereinafter called SJR State, desire to implement the above statute and have, therefore, established an articulation committee with representation from CCSD and SJR State. Each year, this articulation committee will review this agreement and the performance of parties hereunder in order to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed CCSD Representative, Clay County School District (Co-Chair)
- Vice President for Academic and Student Affairs, SJR State (Co-Chair)
- Associate Vice President for Workforce Education, SJR State
- Associate Vice President for Academic Affairs, SJR State
- Director of Dual Enrollment, SJR State
- Director of Career Education (If applicable), CCSD
- Appointed CCSD Representative

The term of this agreement shall commence August 1, 2024, and end July 31, 2025. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail substantially to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the Superintendent of the Clay County School District and the President of St. Johns River State College.

CCSD and SJR State agree as follows:

1. **Ratification of articulation agreements between the State college and school district:** This agreement replaces any existing agreement with CCSD and SJR State regarding the Dual Enrollment Articulation Agreement.
2. **Parent and student notification process about student participation in the Dual Enrollment program:** CCSD and SJR State will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. CCSD shall inform all eligible secondary students and their parents of Dual Enrollment as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in each high school's curriculum guide, programs of study, student progression plan, and/or course catalog. SJR State will work with CCSD to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to SJR State from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as appropriate. Additionally, SJR State's Director of Dual Enrollment will host annual Information Sessions for potential Dual Enrollment students and parents.

3. **Programs and courses available to students eligible for Dual Enrollment:**

A. *Program Description:* Dual Enrollment, an articulated mechanism between CCSD and SJR State, shall serve to shorten the time necessary for students to complete the requirements associated with the conferral of a degree, broaden the scope of curricular options available to students, and/or obtain opportunities for completing career/technical programs. Section 1007.271, Florida Statutes, establishes that "the Dual Enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree" (Section 1007.271(1), F.S.). "Early admission shall be a form of Dual Enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree" (Section 1007.271(7), F.S.). "Career early admission is a form of career Dual Enrollment through which eligible secondary students enroll full time in a career center or a state college in courses that are creditable toward the high school diploma and the certificate or associate degree" (Section 1007.271(8), F.S.). Students enrolled as Dual Enrollment, early admission, or career early admission shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as Dual Enrollment, early admission, and career early admission will be eligible to participate in both high school and College activities as appropriate including graduation and other extracurricular activities.

B. *Course Offerings:* Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course -- High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes (available online at <https://www.fldoe.org/policy/articulation/dual-enrollment-agreements.shtml>). All courses in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, can be used for Dual Enrollment credit and count toward high school graduation, including electives. These courses may include but are not limited to communications, humanities, mathematics, science, social sciences, foreign languages, and workforce education courses. Physical education, college preparatory, and non-credit courses in addition to courses within selected limited access programs are excluded from this agreement, as are courses with activities that presume an adult-level of maturity and personal responsibility such as study abroad. Neither traditional high school nor dual enrolled high school students may be permitted to pay to take any college courses, including physical education or college preparatory classes. In addition to the A.A. and A.S. degrees, career and technical certificate programs are available to students eligible for Dual Enrollment. Dual enrolled students must be A.A., A.S. Degree or CTC certificate seeking students.

C. *High School Site Dual Enrollment courses:* CCSD's Principals or CCSD's Dual Enrollment contact must contact the Dual Enrollment Office with any known extended, planned or unplanned medical or other leave of the Dual Enrollment teacher immediately upon knowing of the absence. High school site Dual Enrollment courses must meet the required contact hours of the specific course requirement in a consecutive manner. In addition, no course material is to be covered and grades are only to be assigned by the Dual Enrollment teacher or by an SJR State approved substitute who meets the appropriate credentials of an SJR State faculty member. (This only applies if CCSD offers Dual Enrollment high school site courses).

4. **Process for students and their parents to elect to participate in the Dual Enrollment program:**

A. *Application Procedure:* In order to participate in Dual Enrollment at SJR State, Dual Enrollment eligible high school students will be required to first meet with their school counselor to receive and complete the Dual Enrollment Admission Application (online application). The completed Dual Enrollment Admission Application online verification form (students print this form at the conclusion of the online admissions application) and a copy of official test scores must be submitted, with all necessary signatures, to the high school Dual Enrollment counselor by the posted Dual Enrollment deadline. The school counselor will confirm that the student has the appropriate class standing, P.E.R.T., React, ACT, PSAT or SAT test scores (or any other form of alternative placement, Appendix 9) and

GPA to be eligible for Dual Enrollment prior to forwarding the application to SJR State. Students who do not have a social security number will need to use the paper Dual Enrollment Admissions Application (Appendix 1).

B. Career and Technical Certificate (CTC) Application Procedure: CTC programs are limited access with unique admission requirements. Students must meet specific criteria with the academic department before enrollment. The application and registration procedure are amended to ensure a review of the student's qualifications as they pertain to meeting these criteria. Admission criteria for each CTC program may be found in the College catalog. CTC programs require a mandatory orientation facilitated by the academic department so that students may be provided with the additional admission requirements and due dates associated with on the job training components of CTC programs (i.e. physical exam). It is within the discretion of CCSJ to assign Career and Technical Education program staff to assist with the responsibilities of disseminating and collecting Dual Enrollment applications and supporting documentation needed to fulfill the CTC admission requirements addressed during this orientation. The maximum course load for a CTC student is the required sequence of courses in the CTC program.

C. Acknowledgement of Principles of Participation: By signing the online admissions application, students selected for participation in Dual Enrollment and their parents both agree to the *Principles of Participation for Dual Enrollment /Early Admission/Early College Program* (available online on the SJR State's Dual Enrollment webpage at https://www.sjstate.edu/pdfs/Principles_Participation.pdf). Students also have the ability to print out the Principles of Participation at the conclusion of the online admission application. This document should be retained by the student.

D. Registration Process: The Dual Enrollment student meets with their high school's Dual Enrollment contact to initiate the registration process as well as receive approval to any changes in their Dual Enrollment schedule, in order to safeguard the meeting of high school graduation requirements. The student must submit the paper Dual Enrollment registration form (Appendix 4) so the high school's Dual Enrollment contact can approve it.

E. Disabilities Accommodation: Students will need to contact SJR State's Advising Center to register for accommodations. The student has the responsibility to self-identify to the appropriate College personnel.

F. Schedule Changes: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all schedule change requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Office of Dual Enrollment for processing (Appendix 5). All schedule changes must be completed by the College's published add/drop deadline.

G. Withdrawing from a Course: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Dual Enrollment Office for processing (Appendix 6). All withdrawals must be completed by the College's withdrawal deadline. Dual Enrollment students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Students will be withdrawn from both a lecture and a lab when they are taken as co-requisites. CTC withdrawal deadlines are different from those posted in the academic calendar. Students are informed of these dates during required program orientations or on the first day of class. Students who withdraw or receive a D or F in a course must first complete the petition process with the Dual Enrollment Office before they are permitted to register for additional courses.

H. Maximum Course Load: The student should work closely with an academic advisor to work out a course load that can be successfully completed each term. Early admission Dual Enrollment students must take a minimum of twelve (12) and a maximum of sixteen (16) Dual Enrollment credit hours each fall and spring term; additional hours would require approval of a written request.

I. Weighting of Dual Enrollment: CCSD will “weigh Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated” (Section 1007.271, F.S.).

J. Final Course Grades: At the end of the semester after grades are posted, the Dual Enrollment Office will transmit students’ final course grades to the school counselors. Students may view their final course grades through SJR State’s online portal by logging into their account and selecting “View Grades”.

K. High School Site Dual Enrollment Grades: For both fall and spring semesters, high school site Dual Enrollment teachers will submit their grades via MySJRstate portal. Fall semester grades must be submitted into the MySJRstate portal by 11:59pm on December 16, 2024, and Spring semester grades must be submitted into MySJRstate portal by 11:59pm on April 28, 2025.

L. College Academic Calendar: Dual Enrollment students are required to adhere to SJR State’s Academic Calendar and attend all regularly scheduled classes, regardless of any conflicts with high school holidays, extracurricular activities, and sports. SJR State’s Academic Calendar is available in the College Catalog and also posted online at <https://www.sjrstate.edu/academiccal>.

M. Grade Forgiveness: Students may not repeat Dual Enrollment courses that they earned a “W”, “D”, or “F” (unless granted permission through the Dual Enrollment petition process). All grades including “W” for withdrawal will become part of the student’s permanent record. SJR State’s grade forgiveness policy is that the last grade recorded for a course will be used to calculate the student’s SJR State cumulative GPA. Students will only be granted one Dual Enrollment petition while enrolled in SJR State’s Dual Enrollment program.

5. Student eligibility requirements for participation in the Dual Enrollment program:

A. Eligibility Criteria for Student Participation in Dual Enrollment: Students eligible for Dual Enrollment must be an eligible secondary student with an unweighted high school GPA of 3.0 and demonstrate readiness for college coursework through scores on college placement tests. Early admissions students’ eligibility would be the same requirements for a Dual Enrollment student. Participation in career/vocational Dual Enrollment requires a 2.0 unweighted GPA. Students who are enrolled at their high school as 11th grade juniors or 12th grade seniors may enroll in SLS 1122 Academic Pathways for College Success with a 2.5 unweighted high school GPA. Dual Enrollment students will be required to complete the P.E.R.T., react, ACT, PSAT and/or SAT (or any other form of alternative placement, Appendix 9). No student shall be enrolled in a college credit mathematics or English Dual Enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the P.E.R.T., precast, ACT, PSAT or SAT (or any other form of alternative placement, Appendix 9). High school students who do not meet the minimum class standing but who are enrolled in a career academy or are otherwise selected by their high school administration for participation in Dual Enrollment and meet the other minimum requirements may do so upon petition to SJR State’s Dual Enrollment Office by their school district. High school students not enrolled through the Dual Enrollment program shall not be permitted to take college level credit or vocational credit classes at SJR State under any circumstances or proviso.

B. Continued Eligibility of Student Participation in Dual Enrollment: Dual Enrollment students who earn below a “C” (including a “W” grade) in any Dual Enrollment course will be subject to dismissal from the Dual Enrollment program. Dual Enrollment students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a

college GPA of 2.0 or higher to continue in the Dual Enrollment program. CTC Dual Enrollment students must maintain an unweighted cumulative high school GPA of 2.0 or higher to continue in the Dual Enrollment program and a college GPA of 2.0 or higher in order to continue in the Dual Enrollment program. Students who do not meet these minimum standards to continue in Dual Enrollment may contact the Dual Enrollment Office to learn about the petition process. Students not maintaining this standard are subject to dismissal from the Dual Enrollment program and will not be eligible for admission if this standard was not met at a previous college or university. Students who do not maintain satisfactory progress at the college will be placed on academic probation through the College's Records Department.

With SJR State's approval, dual enrollment students are allowed to repeat a course one time through Dual Enrollment. Third and subsequent attempts must be paid for by the student after completion of high school graduation and will be charged the full cost of instruction, which is roughly equivalent to out of state tuition. Although all course attempts are listed on the student's transcript, only the grade earned in the most recent attempt is calculated in the overall GPA at SJR State. If a student stops attending class, the grade earned, usually an F, is assigned and posted. Other institutions may not necessarily have the same grade forgiveness policy as SJR State, and other institutions may recalculate student GPA's or reassess eligibility for financial aid.

Pursuant to State Board of Education Rule 6A-14.064, students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics as determined by one of the methods established by the Florida Department of Education (i.e. scores on the P.E.R.T, PreACT, A.C.T, PSAT or S.A.T.), shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. A student that has accumulated twelve (12) college credit hours and has not yet demonstrated proficiency in one of the basic competency areas of reading, writing, or mathematics will be dismissed from the Dual Enrollment program until correction of all deficiencies. At the time of program dismissal, the student will be advised of the requirements for the associate in arts degree completion and state university admission requirements.

C. Loss of Eligibility in Dual Enrollment: Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

D. Graduating Seniors: Students who graduate prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Graduating seniors who successfully participated in Dual Enrollment while in high school may be approved to register as traditional, fee-paying students in summer courses that begin prior to the award of their high school diploma after completion of a waiver process that originates in the Office of Student Affairs; however, financial aid will not be available to students until after their high school diploma has been conferred.

6. Delineation of the high school credit earned for the passage of each Dual Enrollment course:

Course Credit: Students enrolled in Dual Enrollment courses shall earn both high school credit from CCSD and college credit from SJR State if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3) or four (4) credit hour Dual Enrollment course at SJR State with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit assigned by the *Dual Enrollment Course – High School Subject Area Equivalency List as listed on the FLDOE webpage.*

7. Process for informing students and their parents of college-level course expectations:

During the application process, students selected for participation in Dual Enrollment and their parents agree to the

2024-2025 Dual Enrollment Articulation Agreement Between

Clay County School District and

St. Johns River State College

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Principles of Participation for Dual Enrollment /Early Admission/Early College Program by signing the Admissions Form or Online Consent Page (available online on the SJR State Dual Enrollment webpage at https://www.sjrstatedu.edu/pdfs/Principles_Participation.pdf and Appendix 2). This document is also available for print at the conclusion of the online admissions application. The *Principles of Participation for Dual Enrollment /Early Admission/Early College Program* addresses the college-level course expectations as well as the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. Additionally, SJR State's Director of Dual Enrollment will host annual Information Sessions for potential Dual Enrollment (also available online on the SJR State's Dual Enrollment webpage). During these information sessions, the college-level course expectations are presented. Each fall, SJR State's Director of Dual Enrollment hosts a Dual Enrollment Orientation for new Dual Enrollment students (also available online on the SJR State Dual Enrollment webpage). During these sessions, the differences between high school expectation and college expectations are detailed. Upon request, by the high school, the Dual Enrollment Office will present additional sessions throughout the year.

8. **Policies and procedures for determining exceptions to the required grade point averages on an individual student basis:** Section 1007.271(3), F.S. allows exceptions to the required GPA on an individual student basis if both parties agree. Students must submit a petition that must be approved by the appropriate high school personnel and College personnel. Student's coursework, college readiness, and other factors will be reviewed to determine if the student has the potential to be successful in the Dual Enrollment program. If a student is approved, the student will be placed on probationary status and may be limited in credit hours and course selection.
9. **Registration policies for Dual Enrollment courses:**
 - A. **Course Scheduling:** Section 1007.271(5), Florida Statutes, establishes that "District school boards shall annually assess the demand for Dual Enrollment and other advanced courses, and the district school board shall consider strategies and programs to meet that demand and include access to Dual Enrollment on the high school campus whenever possible. Alternative grade calculation, weighting systems, or information regarding student education options which discriminates against Dual Enrollment courses is prohibited." So as to implement the above statute, CCSD and SJR State will work collaboratively to ensure students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses offered on the high school site, on SJR State's campuses, and/or offered through distance learning as appropriate. Students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses conducted during school hours, after school hours, and during the summer terms.
 - B. **Registration Procedure:** After acceptance into the Dual Enrollment program, the student and high school Dual Enrollment contact will meet to fill out the course registration form (Appendix 4). The high school's Dual Enrollment contact will submit the Dual Enrollment registration form (Appendix 4) to the SJR State's Dual Enrollment Office. The Dual Enrollment Course Registration Form should be submitted as soon as possible, but no later than the posted Dual Enrollment deadline (<https://www.sjrstatedu.edu/dual.html> under Important Dates). During Dual Enrollment Registration, Dual Enrollment students taking courses on the College site will be required to log into MySJRstate, SJR State's online portal, to confirm their registration. Students registering for Dual Enrollment courses taught on the high school site will be registered at the beginning of the fall and spring semesters at the high school.
 - C. **Registration Policies for CTC Dual Enrollment courses:** The scheduling of CTC courses does not align with the traditional semesters and registration periods for college credit courses. CTC courses have start and end dates at various times throughout the academic year. If necessary, registration for CTC courses may occur during the first day of class rather than during the college credit Dual Enrollment registration periods in the high school. However, for course approval purposes, the course name, number, and section number can be provided to the district guidance staff and high school Dual Enrollment contact for use during these registration periods.

D. SLS 1122, Academic Pathways for College Success course: Beginning Fall 2024, students who have reached 12 credit hours through Dual Enrollment will be required to enroll in SLS 1122, Academic Pathways for College Success, the required student success course. This course serves as a requirement within the Associate in Arts degree.

10. Program Management and Quality Assurance:

A. Program Management: Dual Enrollment courses are college courses with the identical content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers. To ensure that the Dual Enrollment program demonstrates the level of academic rigor expected of all college courses and programs, CCSD and SJR State's Dual Enrollment Program will adhere to the rules dictated in the *Statement of Standards of Dual Enrollment /Early College Programs in the Florida State College System* (available online at <https://www.fldoe.org/core/fileparse.php/7534/urlt/0107224-dualenrollmentstatementstandards.pdf>) that was codified in State Board of Education Rule 6A-14.064, FAC. CTC programs are limited access and the capacity is determined by the program requirements. Although Dual Enrollment faculty teaching college credit courses will have completed at least (18) graduate semester hours in the teaching discipline and hold at least a master's degree, teachers of CTC Dual Enrollment courses will have the credentials established by the Southern Association of Colleges and Schools Commission on Schools (SACSCOC) for each CTC level program area.

B. Enrollment capacity: Composition courses are limited to 25 students in each section. Science lectures and labs have a maximum of 24 students. All other Dual Enrollment courses are limited to 30 students per course section. High school site Dual Enrollment courses must reflect the seating capacity limits of the college courses taught at SJR State campuses. Any exceptions to section limitations will be handled on a case-by-case status as approved by the Dean of Arts and Sciences.

C. Dual Enrollment Instructors: Teachers of Dual Enrollment courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Appropriate CCSD and SJR State staff shall meet and confer to recommend qualified faculty for Dual Enrollment classes taught on the high school site. Preference will be given to qualified high school teachers in the selection process. All instructors will meet or exceed the academic and professional preparation requirements for teaching at SJR State. All Dual Enrollment faculty will have completed at least eighteen (18) graduate semester hours in the teaching discipline and hold at least a master's degree. SJR State shall appoint all instructors.

D. Faculty Evaluation: SJR State will evaluate instruction and monitor student performance and student satisfaction in all Dual Enrollment classes using the same criteria for judging instructional quality as in effect in all classes offered at the College. To ensure course content, requirements, and evaluation components for Dual Enrollment courses taught on the high school site will be identical to those taught on SJR State's campuses, all SJR State's Dual Enrollment instructors will be assigned a curriculum coordinator and/or mentor from SJR State's full-time faculty. The assigned SJR State personnel will evaluate the Dual Enrollment teacher annually based on the College's teacher evaluation criteria.

E. Dual Enrollment Advisory Committee: CCSD and SJR State shall appoint an advisory committee to make recommendations regarding the Dual Enrollment classes and other aspects of this agreement.

F. Administration: SJR State shall appoint an administrator, the Director of Dual Enrollment, who shall represent SJR State in all matters pertaining to the operation of Dual Enrollment classes and shall serve as liaison between CCSD and SJR State. CCSD shall appoint an administrator who shall represent CCSD in all matters pertaining to the operation of the Dual Enrollment classes and shall serve as liaison between CCSD and SJR State

11. Determination of Student Eligibility and Monitoring of Student Performance:

A. High School Counseling Services: CCSD's counseling staff will maintain oversight and monitoring responsibility to

ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, school counselors will meet at least once per year with SJR State's college advisors.

B. College Guidance Services: Prior to the beginning of the fall term, SJR State's Dual Enrollment Office will host Dual Enrollment Orientation Sessions for new and returning Dual Enrollment students. The purpose of the Dual Enrollment Orientation Sessions will be to introduce the Dual Enrollment students to the College campus; highlight the SJR State guidance, career, library, and college planning services available; and clarify College policies and procedures. A key advising point that will be shared with parents and students is that Dual Enrollment grades are calculated and recorded in the student's college GPA and transcript, creating a permanent record that can impact future university admission decisions. At this time, all high school Dual Enrollment students will be assigned a MySJRstate account. Through this online portal, the College will send the student communications about educational and career development activities. Additionally, Dual Enrollment students will work with the staff of SJR State's Dual Enrollment Office regularly throughout the process of planning and scheduling Dual Enrollment courses. Dual Enrollment and early admission students are encouraged to meet regularly with college advisors and to develop a post-secondary plan and major during information and orientation sessions. Dual Enrollment and Early Admission students will be required to meet with a College advisor after completion of 20 college credits. Information and orientation session presentations are also available online to all students who cannot attend in person sessions. It is the student's responsibility to review this material before their Dual Enrollment career begins.

C. Responsibility for Student Screening: The P.E.R.T. placement test can be administered by CCSD to high school students eligible for Dual Enrollment. Students who have a qualifying PreACT, A.C.T., PSAT or S.A.T. scores are not required to take the P.E.R.T. CCSD will be solely responsible for providing test security at all P.E.R.T. testing sites. CCSD will administer and provide the P.E.R.T. test materials at no charge for high school students eligible for Dual Enrollment. SJR State will assist high school personnel in interpreting individual students' test results for course placement and assistance in the development of academic interventions by high schools to improve student's skills. The Dual Enrollment contact for CCSD will be responsible for providing individual student's test scores to SJR State's Dual Enrollment Office as part of the Dual Enrollment application process.

D. Testing at the High School Site: Testing at CCSD for Dual Enrollment will be the responsibility of CCSD. Reasonable accommodations will be provided at the test site at the expense of CCSD for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

E. Testing at the College Campus: With prior approval and in very limited numbers, the P.E.R.T. may be administered at a testing center at SJR State at the request of the high school. All P.E.R.T. testing at the College campus must be approved by SJR State's Director of Dual Enrollment. Students approved to test at SJR State's Campus will be responsible for providing their own transportation to the College and for paying the College's \$20 testing fee. Reasonable accommodations will be provided at the test site at the expense of the College for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

F. Retaking the P.E.R.T.: Dual Enrollment students may retake the P.E.R.T. during their high school tenure in accordance with SJR State's P.E.R.T. Policies and Procedures.

G. Alternative Placement Methods: Pursuant to Section 1008.30, F.S., *Alternative Methods to Common Placement Tests*, Florida College System institutions may use alternative methods in lieu of the common placement tests under subsection 2 to assess student readiness for college-level work in communication and computation. Institutions shall recognize scores and grades on alternative methods specified in paragraphs (3)(a) through (3)(c) as valid for placement purposes for a minimum of two years. (a) Tests and assessments: A score that meets or exceeds the standard score on any one of the assessments shall be accepted as demonstration of readiness for college-level work. Institutions

shall accept scores on the public high school transcript in addition to official score reports from the issuing entity listed in this subsection as an official record. (b) Performance in high school coursework: Any student who has an unweighted high school GPA of 3.0 and achieves a grade of "B" or better in any of the courses listed below shall have demonstrated readiness for college-level work. Institutions shall accept courses and grades on the public high school transcript as an official record. (c) Credit-by-examination: Students achieving passing scores and receiving credit for college-level communication or computation pursuant to the credit-by-examination equivalency list in Rule 6A-10.024, F.A.C., shall have previously demonstrated readiness for college-level coursework.

Please consult Testing Information located on the Dual Enrollment web page under the Quick Links for a full description and chart of the alternative methods.

H. Student Policies, Procedures, and Behavioral Expectations: Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of both CCSD and SJR State. Should a conflict be identified as a result of either institution's policies or procedures, CCSD and SJR State will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for students. College policies and procedures are published in the College Catalog/Handbook and are also available online on the Student Services website at <https://www.sjstate.edu/cataloghandbook2024.pdf>.

I. High School Site's Attendance Policy: The attendance policy is dictated by the teacher's syllabus. At the high school site, the teacher may elect to excuse up to six absences due to the number of the course's contact hours. This is ultimately up to the discretion of the instructor.

J. High School's/School District's Disciplinary Action: A student suspended from their high school may not attend their high school site's Dual Enrollment courses. Yet, they can attend their college site Dual Enrollment courses. If a student is sent to the district's alternative school, then the Dual Enrollment student loses their Dual Enrollment eligibility and will receive a "W" for all of their registered Dual Enrollment courses. When a child of any age is taken into custody by a law enforcement officer for an offense that would have been a felony if committed by an adult, or a crime of violence, the law enforcement agency must notify the superintendent of schools that the child is alleged to have committed the delinquent act. If the child is a dual enrolled student at a postsecondary institution, the superintendent of schools, or his or her designee, must notify the chief of police or the public safety director of the postsecondary institution at which the student is dual enrolled within 1 business day after receiving the initial notification, Florida Statute 985.04(4)(a).

12. Student Grades and Records:

A. Student Grades, Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution for Dual Enrollment courses, including the "W," are to be accepted at face value by CCSD and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.).

B. Student Records: CCSD and SJR State may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

13. Responsibility for Costs:

A. Full-Time Equivalency Funding: CCSD shall be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules. For Dual Enrollment courses offered on the College campus and online, CCSD shall pay the standard tuition rate per credit hour from the Florida Education Finance Program (FEFP). For Dual Enrollment courses offered on the high school campus by a qualified high school teacher, by an SJR State adjunct, or by an SJR State full-time instructor, CCSD shall be responsible for the College's actual costs associated with Dual Enrollment. For 2024-2025, the following per credit hour rates will apply:

- Course taught on SJR State Campus: \$71.98/credit hour
- Course taught online: \$71.98/credit hour
- Course taught on the high school campus by a qualified high school instructor: No fee
- Course taught on the high school campus by a SJR State adjunct: \$690 per credit hour.
- Course taught on the high school campus by a SJR State full-time instructor teaching as an overload : \$675 per credit hour.

B. CTC Responsibility for Costs: The current credit hour rate for CTC courses taught on the SJR State Campus is \$60.93 per credit hour which converts to \$2.33 per vocational clock hour which will be the responsibility of CCSD along with other required course fees as outlined in the specific program cost summary sheet. CCSD will also be responsible for books and if providing background checks, CCSD will submit this information to SJR State. Students will be responsible for required physicals and shots for participation in clinicals and will release this information to the college as well as clinical sites. Students may add or drop a course during the add/drop window for the part of term associated with the CTC course. These dates are provided to CCSD and students during the CTC program orientation.

C. Add/Drop and Withdrawal Policy: Students may add or drop a course during the Add/Drop window denoted on the College's Academic Calendar. CCSD will not be assessed tuition for students who drop a course during Add/Drop. After the conclusion of Add/Drop, students may withdraw from a course without academic penalty (a grade of "W") at any time prior to the point in the semester as published in the academic calendar. CCSD will be responsible for tuition for students who withdraw from a course after the conclusion of Add/Drop.

D. Student Fees: Any student enrolled in the Dual Enrollment program shall be exempt from the payment of textbook, online instructional material access code, registration, tuition, and laboratory fees. Students enrolled in Dual Enrollment courses will be responsible for the cost of any personal or consumable items associated with a specific course or program such as school supplies, background checks, blood tests, etc.

E. Instructional Materials: SJR State shall select textbooks used in Dual Enrollment courses. Payment for required textbooks for classes conducted on the high school campuses or on SJR State's campuses will be through the CCSD. The textbooks shall be the property of CCSD. Inventories of Dual Enrollment textbooks will be maintained by individual high schools and/or school district. CCSD will inform students of any fines relating to instructional materials (e.g., late return or lost book fees) prior to issuing them back to the students. CCSD must provide each student with a textbook for each Dual Enrollment course, including courses taught at the high school site. A class set of textbooks does not suffice. Textbooks used by Dual Enrollment students at high school sites will follow the Department of Education's cycle for textbook replacement, with the following provisions: 1) the College has not changed the textbook, or 2) the new textbook edition has not so substantively changed in content that it has rendered the previous edition unusable. SJR State will provide the textbook list for the following semester as soon as the information from the faculty and publishers becomes available. The Dual Enrollment Scholarship program shall reimburse St Johns River State College for tuition and related instructional materials costs for dual enrollment courses taken by public school, private school, or home education program secondary students during the summer term.

F. Instructor Fees: SJR State is responsible for the full cost of the instructor for courses taught on SJR State's campuses and online. CCSD is responsible for the full cost of the instructor for courses taught at the high school sites.

G. Facility and Laboratory Fees: SJR State is responsible for the full cost of any facility and laboratory fees for courses taught on SJR State's campuses. CCSD is responsible for the full cost of any facility and laboratory fees for courses taught on the high school site.

H. Disability Services: As required by law, students with disabilities must receive appropriate accommodations. SJR State will be responsible for the cost of providing the necessary accommodations for courses taken on SJR State's campuses. CCSD will be responsible for the cost of providing the necessary accommodations for courses taken at the high school sites and for the cost of adaptive textbooks and other materials. Students with disabilities will be responsible for providing appropriate documentation so that accommodations can be provided.

I. Dual Enrollment Scholarship Reimbursement: Pursuant to Fla. Stat. 1009.30, SJR State will seek reimbursement through the Dual Enrollment Scholarship Program for summer term tuition and textbooks/materials.

14. Responsibility for Student Transportation:

Students will be responsible for providing their own transportation to and from Dual Enrollment classes on SJR State's campuses.

15. Submission of Updated Dual Enrollment to the Florida DOE:

The College shall be responsible for submitting annually an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1st.

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Clay County School District and
St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Clay County School District and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and the Clay County School District.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 6th day of June 2024.

for Clay County School District of Clay County, Florida:

Chairman, School Board of Clay County



Superintendent, Clay County School District

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Putnam County School District and
St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Putnam County School District and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and the Putnam County School District.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

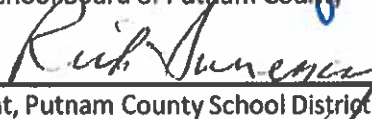
Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 18th day of June 2024.

for Putnam County School District of Putnam County, Florida:


Chairman, School Board of Putnam County


Superintendent, Putnam County School District

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
St. Johns County School District and
St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the St. Johns County School District and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and the St. Johns County School District.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 11th day of June 2024.

for St. Johns County School District of St. Johns County, Florida:

Beverly Smith

Chairman, School Board of St. Johns County

James Smith

Superintendent, St. Johns County School District

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Florida School for the Deaf and Blind and
St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to the Florida School for the Deaf and Blind and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and the Florida School for the Deaf and Blind.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 23 day of May 2024.

for Florida School for the Deaf and Blind of St. Johns County,

Florida:



Chairman, Florida School for the Deaf and Blind



President, Florida School for the Deaf and Blind



ST. JOHNS RIVER
STATE COLLEGE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between **St. Johns River State College (SJR State)** and **Florida School for the Deaf and the Blind (FSDB)** and details a one-year agreement related to the funding of interpretative services.

St. Johns River State College agrees to pay the Florida School for the Deaf and the Blind a one-time lump sum of \$25,000 towards the cost of FSDB's providing interpretive services on SJR State's campuses during the 2024-2025 academic year.

SJR State will provide this payment to FSDB within 30 days of receipt of this signed MOU.

ST. JOHNS RIVER STATE COLLEGE

Joe Pickens, College President
St. Johns River State College

Date

FLORIDA SCHOOL FOR THE DEAF & THE BLIND

Tracie C Snow 5/23/24
Tracie Snow, President
Florida School for the Deaf & the Blind

Date

**Dual Enrollment Articulation Agreement Between
St. Johns Classical Academy and
District Board of Trustees of St. Johns River State College**

Section 1007.271 (21), Florida Statutes, specifies the development of the Dual Enrollment Articulation Agreements between the state college presidents and the superintendents of schools within their respective state college districts for the purpose of providing a primary framework within which all future Dual Enrollment objectives and activities shall be described. St. Johns Classical Academy, hereinafter referred to as St. Johns Classical Academy, and the District Board of Trustees of St. Johns River State College, hereinafter called SJR State, desire to implement the above statute and have, therefore, established an articulation committee with representation from St. Johns Classical Academy and SJR State. Each year, this articulation committee will review this agreement and the performance of parties hereunder to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed St. Johns Classical Academy Representative, St. Johns Classical Academy (Co-Chair)
- Vice President for Academic and Student Affairs, SJR State (Co-Chair)
- Vice President for Workforce Development and Career & Technical Education, SJR State
- Associate Vice President for Academic Affairs, SJR State
- Director of Dual Enrollment and College Access, SJR State
- Director of Career Education (if applicable), St. Johns Classical Academy

The term of this agreement shall commence August 1, 2024, and end July 31, 2025. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the President of St. Johns Classical Academy and the President of St. Johns River State College.

St. Johns Classical Academy and SJR State agree as follows:

1. Ratification of articulation agreements between the State college and St. Johns Classical Academy:

This agreement replaces any existing agreement with St. Johns Classical Academy and SJR State regarding the Dual Enrollment Articulation Agreement.

- 2. Parent and student notification process about student participation in the Dual Enrollment program:** St. Johns Classical Academy and SJR State will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. St. Johns Classical Academy shall inform all eligible secondary students and their parents of Dual Enrollment as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in the curriculum guide, programs of study, student progression plan, and/or course catalog. SJR State will work with St. Johns Classical Academy to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to SJR State from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as

appropriate. Additionally, SJR State's Director of Dual Enrollment will host annual Information Sessions for potential Dual Enrollment students and parents.

3. Programs and courses available to students eligible for Dual Enrollment:

A. Program Description: Dual Enrollment, an articulated mechanism between St. Johns Classical Academy and SJR State, shall serve to shorten the time necessary for students to complete the requirements associated with the conferral of a degree, broaden the scope of curricular options available to students, and/or obtain opportunities for completing career/technical programs. Section 1007.271, Florida Statutes, establishes that "the Dual Enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree" (Section 1007.271(1), F.S.). "Early admission shall be a form of Dual Enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree" (Section 1007.271(7), F.S.). "Career early admission is a form of career Dual Enrollment through which eligible secondary students enroll full time in a career center or a state college in courses that are creditable toward the high school diploma and the certificate or associate degree" (Section 1007.271(8), F.S.). Students enrolled as Dual Enrollment, early admission, or career early admission shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as Dual Enrollment, early admission, and career early admission will be eligible to participate in both high school and College activities as appropriate including graduation and other extracurricular activities.

B. Course Offerings: Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course -- High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes (available online at <http://www.fldoe.org/articulation/pdf/DEList.pdf>). All courses in the Statewide Course Numbering System, except for remedial courses and physical education skills courses, can be used for Dual Enrollment credit and count toward high school graduation, including electives. These courses may include but are not limited to communications, humanities, mathematics, science, social sciences, foreign languages, and workforce education courses. Physical education, college preparatory, and non-credit courses in addition to courses within selected limited access programs are excluded from this agreement, as are courses with activities that presume an adult-level of maturity and personal responsibility such as study abroad. Neither traditional high school nor dual enrolled high school students may be permitted to pay to take any college courses, including physical education or college preparatory classes. In addition to the A.A. and A.S. degrees, career and technical certificate programs are available to students eligible for Dual Enrollment. Dual enrolled students must be A.A., A.S. Degree or CTC certificate seeking students.

C. High School Site Dual Enrollment courses: St. Johns Classical Academy's Principal or Dual Enrollment contact must contact the Dual Enrollment Office with any known extended, planned, or unplanned medical or other leave of the Dual Enrollment teacher immediately upon knowing of the absence. High school site Dual Enrollment courses must meet the required contact hours of the specific course requirement in a consecutive manner. In addition, no course material is to be covered and grades are only to be assigned by the Dual Enrollment teacher or by an SJR State approved substitute who meets the appropriate credentials of an SJR State faculty member. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

4. Process for students and their parents to elect to participate in the Dual Enrollment program:

A. Application Procedure: To participate in Dual Enrollment at SJR State, Dual Enrollment eligible high school students will be required to first meet with their school counselor to receive and complete the Dual Enrollment Admission Application (online application). The completed Dual Enrollment Admission Application online verification form (students print this form at the conclusion of the online admissions application) and a copy of official test scores must be submitted, with all necessary signatures, to the high school Dual Enrollment counselor by the posted

Dual Enrollment deadline. The school counselor will confirm that the student has the appropriate class standing, P.E.R.T., PreACT, ACT, PSAT, or SAT test scores (full list of testing methods located under the testing link on the DE web page) and GPA to be eligible for Dual Enrollment prior to forwarding the information to SJR State. Students who do not have a social security number will need to use the paper Dual Enrollment Admissions Application (Appendix 1).

B. Career and Technical Certificate (CTC) Application Procedure: CTC programs are limited access with unique admission requirements. Students must meet specific criteria with the academic department before enrollment. The application and registration procedure are amended to ensure a review of the student's qualifications as they pertain to meeting these criteria. Admission criteria for each CTC program may be found in the College catalog. CTC programs require a mandatory orientation facilitated by the academic department so that students may be provided with the additional admission requirements and due dates associated with on-the-job training components of CTC programs (i.e., physical exam). It is within the discretion of St. Johns Classical Academy to assign Career and Technical Education program staff to assist with the responsibilities of disseminating and collecting Dual Enrollment applications and supporting documentation needed to fulfill the CTC admission requirements addressed during this orientation. The maximum course load for a CTC student is the required sequence of courses in the CTC program.

C. Acknowledgement of Principles of Participation: By signing the online admissions application, students selected for participation in Dual Enrollment and their parents both agree to the *Principles of Participation for Dual Enrollment /Early Admission/Collegiate High School Program* (available online on the SJR State's Dual Enrollment webpage at [https://www.sjrst.edu/pdfs/Principles Participation.pdf](https://www.sjrst.edu/pdfs/Principles%20Participation.pdf)). Students can print the Principles of Participation at the conclusion of the online admission application. The student should retain this document.

D. Registration Process: The Dual Enrollment student meets with their high school's Dual Enrollment contact to initiate the registration process as well as receive approval to any changes in their Dual Enrollment schedule, to safeguard the meeting of high school graduation requirements. The student must submit the paper Dual Enrollment registration form (Appendix 4) so that the high school's Dual Enrollment contact can approve it.

E. Disabilities Accommodation: Students will need to contact SJR State's Advising Center to register for accommodations. The student has the responsibility to self-identify to the appropriate College personnel.

F. Schedule Changes: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all schedule change requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Office of Dual Enrollment for processing (Appendix 5). All schedule changes must be completed by the College's published add/drop deadline.

G. Withdrawing from a Course: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Dual Enrollment Office for processing (Appendix 6). All withdrawals must be completed by the College's withdrawal deadline. Dual Enrollment students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Students will be withdrawn from both a lecture and a lab when they are taken as co-requisites. CTC withdrawal deadlines are different from those posted in the academic calendar. Students are informed of these dates during required program orientations or on the first day of class. Students who withdraw or receive a D or F in a course must first complete the petition process with the Dual Enrollment Office before they are permitted to register for additional courses.

H. Maximum Course Load: Dual Enrollment students may take a maximum of ten (10) Dual Enrollment credit hours in the fall term, ten (10) Dual Enrollment credit hours in the spring term, and six (6) to eight (8) Dual Enrollment

credit hours for the summer term (for a total of 2 courses maximum in the summer). Early admission Dual Enrollment students must take a minimum of twelve (12) and a maximum of sixteen (16) Dual Enrollment credit hours each fall and spring term (and may elect to take six (6) to eight (8) Dual Enrollment credit hours for the summer term, for a total of 2 courses maximum). The maximum course load for a CTC student is the required sequence of courses in the CTC program.

I. Weighting of Dual Enrollment: St. Johns Classical Academy will “weigh Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated” (Section 1007.271, F.S.).

J. Final Course Grades: At the end of the semester after grades are posted, the Dual Enrollment Office will transmit students’ final course grades to the school counselors. Students may view their final course grades through SJR State’s online portal, MySJRstate, on the Dual Enrollment tab at <http://www.sjrstate.edu/mysjrstate.html>

K. High School Site Dual Enrollment Grades: For both fall and spring semesters, high school site Dual Enrollment teachers will submit their grades via MySJRstate portal. Fall semester grades must be submitted into the MySJRstate portal by 11:59pm on December 11, 2024, and Spring semester grades must be submitted into MySJRstate portal by 11:59pm on April 29, 2025. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

L. College Academic Calendar: Dual Enrollment students are required to adhere to SJR State’s Academic Calendar and attend all regularly scheduled classes, regardless of any conflicts with high school holidays, extracurricular activities, and sports. SJR State’s Academic Calendar is available in the College Catalog and posted online at <http://www.sjrstate.edu/academcal.html>.

M. Grade Forgiveness: Students may not repeat Dual Enrollment courses that they earned a “W,” “D,” or “F” (unless granted permission through the Dual Enrollment petition process). All grades including “W” for withdrawal will become part of the student’s permanent record. SJR State’s grade forgiveness policy is that the last grade recorded for a course will be used to calculate the student’s SJR State cumulative GPA. Students will only be granted one Dual Enrollment petition while enrolled in SJR State’s Dual Enrollment program.

5. Student eligibility requirements for participation in the Dual Enrollment program:

A. Eligibility Criteria for Student Participation in Dual Enrollment: Students eligible for Dual Enrollment must be an eligible secondary student with an unweighted high school GPA of 3.0 and demonstrate readiness for college coursework through scores on college placement tests. Early admissions students’ eligibility would be the same requirements for a Dual Enrollment student. Participation in career/vocational Dual Enrollment requires a 2.0 unweighted GPA. Students who are enrolled at their high school as 12th grade seniors may enroll in SLS 1122 Academic Pathways for College Success with a 2.5 unweighted high school GPA. Dual Enrollment students will be required to complete the P.E.R.T., PreACT, ACT, PSAT and/or SAT (full list of placement methods listed online). No student shall be enrolled in a college credit mathematics or English Dual Enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the P.E.R.T., PreACT, ACT, PSAT or SAT (full list of placement methods listed online). High school students who do not meet the minimum class standing but who are enrolled in a career academy or are otherwise selected by their high school administration for participation in Dual Enrollment and meet the other minimum requirements may do so upon petition to SJR State’s Dual Enrollment Office by their private school. High school students not enrolled through the Dual Enrollment program shall not be permitted to take college level credit or vocational credit classes at SJR State under any circumstances or proviso. St. Johns Classical Academy and SJR State agree that eligible secondary students are entitled to participate in Dual Enrollment for a maximum of three years in college credit coursework at the 1000 and 2000 level.

B. Continued Eligibility of Student Participation in Dual Enrollment: Dual Enrollment students who earn below a "C" (including a "W" grade) in any Dual Enrollment course will be subject to dismissal from the Dual Enrollment program. Dual Enrollment students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 2.0 or higher to continue in the Dual Enrollment program. CTC Dual Enrollment students must maintain an unweighted cumulative high school GPA of 2.0 or higher to continue in the Dual Enrollment program and a college GPA of 2.0 or higher to continue in the Dual Enrollment program. Students who do not meet these minimum standards to continue in Dual Enrollment may contact the Dual Enrollment Office to learn about the petition process. Students not maintaining this standard are subject to dismissal from the Dual Enrollment program and will not be eligible for admission if this standard was not met at a previous college or university. Students who do not maintain satisfactory progress at the college will be placed on academic probation through the College's Records Department.

With SJR State's approval, dual enrollment students are allowed to repeat a course one time through Dual Enrollment. Third and subsequent attempts must be paid for by the student after completion of high school graduation and will be charged the full cost of instruction, which is equivalent to out of state tuition. Although all course attempts are listed on the student's transcript, only the grade earned in the most recent attempt is calculated in the overall GPA at SJR State. If a student stops attending class, the grade earned, usually an F, is assigned and posted. Other institutions may not necessarily have the same grade forgiveness policy as SJR State, and other institutions may recalculate student GPA's or reassess eligibility for financial aid.

Pursuant to State Board of Education Rule 6A-14.064, students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics as determined by one of the methods established by the Florida Department of Education (i.e. scores on the P.E.R.T, A.C.T, or S.A.T.), shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. A student that has accumulated twelve (12) college credit hours and has not yet demonstrated proficiency in one of the basic competency areas of reading, writing, or mathematics will be dismissed from the Dual Enrollment program until correction of all deficiencies. At the time of program dismissal, the student will be advised of the requirements for the associate in arts degree completion and state university admission requirements.

C. Loss of Eligibility in Dual Enrollment: Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

D. Graduating Seniors: Students who graduate prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Graduating seniors who successfully participated in Dual Enrollment while in high school may be approved to register as traditional, fee-paying students in summer courses that begin prior to the award of their high school diploma after completion of a waiver process that originates in the Office of Student Affairs; however, financial aid will not be available to students until after their high school diploma has been conferred.

6. **Delineation of the high school credit earned for the passage of each Dual Enrollment course:**

Course Credit: Students enrolled in Dual Enrollment courses shall earn both high school credit from St. Johns Classical Academy and college credit from SJR State if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3) or four (4) credit hour Dual Enrollment course at SJR

State with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit assigned by the *Dual Enrollment Course -- High School Subject Area Equivalency List*.

7. Process for informing students and their parents of college-level course expectations:

During the application process, students selected for participation in Dual Enrollment and their parents agree to the *Principles of Participation for Dual Enrollment /Early Admission/ Collegiate High School Program* (available online on the SJR State Dual Enrollment webpage at https://www.sjrstatedu/pdfs/Principles_Participation.pdf and Appendix 2). This document is also available for print at the conclusion of the online admissions application. The *Principles of Participation for Dual Enrollment /Early Admission/Collegiate High School Program* addresses the college-level course expectations as well as the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. All students are required to view the New Student Orientation, where college-level course expectations are presented. Each fall, SJR State's Director of Dual Enrollment hosts a Dual Enrollment Orientation for new Dual Enrollment students (also available online on the SJR State Dual Enrollment webpage). During these sessions, the differences between high school expectation and college expectations are detailed. Upon request, by the high school, the Dual Enrollment Office will present additional sessions throughout the year.

8. Policies and procedures for determining exceptions to the required grade point averages on an individual student basis:

Section 1007.271(3), F.S. allows exceptions to the required GPA on an individual student basis if both parties agree. Students must submit a petition (Appendix 8) that must be approved by the appropriate high school personnel and College personnel. Student's coursework, college readiness, and other factors will be reviewed to determine if the student has the potential to be successful in the Dual Enrollment program. If a student is approved, the student will be placed on probationary status and may be limited in credit hours and course selection.

9. Registration policies for Dual Enrollment courses:

A. Course Scheduling: Section 1007.271(5), Florida Statutes, establishes that "District school boards shall annually assess the demand for Dual Enrollment and other advanced courses, and the district school board shall consider strategies and programs to meet that demand and include access to Dual Enrollment on the high school campus whenever possible. Alternative grade calculation, weighting systems, or information regarding student education options which discriminates against Dual Enrollment courses is prohibited." To implement the above statute, the private school and SJR State will work collaboratively to ensure students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses offered on the high school site, on SJR State's campuses, and/or offered through distance learning as appropriate. Students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses conducted during school hours, after school hours, and during the summer terms.

B. Registration Procedure: After acceptance into the Dual Enrollment program, the student and high school Dual Enrollment contact will meet to fill out the course registration form (Appendix 4). The high school's Dual Enrollment contact will submit the Dual Enrollment registration form (Appendix 4) to the SJR State's Dual Enrollment Office. The Dual Enrollment Course Registration Form should be submitted as soon as possible, but no later than the posted Dual Enrollment deadline (https://www.sjrstatedu/pdfs/DE_enrollment_dates.pdf under Dates and Deadlines). During Dual Enrollment Registration, Dual Enrollment students taking courses on the College site will be required to log into MySJRstate, SJR State's online portal, to confirm their registration. Students registering for Dual Enrollment courses taught on the high school site will be registered after the beginning of the fall and spring semesters.

C. Registration Policies for CTC Dual Enrollment courses: The scheduling of CTC courses does not align with the traditional semesters and registration periods for college credit courses. CTC courses have start and end dates at various times throughout the academic year. If necessary, registration for CTC courses may occur during the first day of class rather than during the college credit Dual Enrollment registration periods in the high school. However, for

course approval purposes, the course name, number, and section number can be provided to the district guidance staff and high school Dual Enrollment contact for use during these registration periods.

D. SLS 1122, Academic Pathways for College Success course: Beginning Fall 2024, students who have reached 12 credit hours through Dual Enrollment will be required to enroll in SLS 1122, Academic Pathways for College Success, the required student success course. This course serves as a requirement within the Associate in Arts degree.

10. Program Management and Quality Assurance:

A. Program Management: Dual Enrollment courses are college courses with the identical content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers. To ensure that the Dual Enrollment program demonstrates the level of academic rigor expected of all college courses and programs, St. Johns Classical Academy and SJR State's Dual Enrollment Program will adhere to the rules dictated in the *Statement of Standards of Dual Enrollment /Early College Programs in the Florida State College System* (available online at <http://www.fldoe.org/articulation/pdf/DualEnrollmentStatementStandards.pdf>) that was codified in State Board of Education Rule 6A-14.064, FAC. CTC programs are limited access, and the capacity is determined by the program requirements. Although Dual Enrollment faculty teaching college credit courses will have completed at least (18) graduate semester hours in the teaching discipline and hold at least a master's degree, teachers of CTC Dual Enrollment courses will have the credentials established by the Southern Association of Colleges and Schools Commission on Schools (SACSCOC) for each CTC level program area.

B. Enrollment Capacity: Composition courses are limited to 25 students in each section. Science lectures and labs have a maximum of 24 students. All other Dual Enrollment courses are limited to 30 students per course section. High school site Dual Enrollment courses must reflect the seating capacity limits of the college courses taught at SJR State campuses. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

C. Dual Enrollment Instructors: Teachers of Dual Enrollment courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Appropriate St. Johns Classical Academy and SJR State staff shall meet and confer to recommend qualified faculty for Dual Enrollment classes taught on the high school site. Preference will be given to qualified high school teachers in the selection process. All instructors will meet or exceed the academic and professional preparation requirements for teaching at SJR State. All Dual Enrollment faculty will have completed at least eighteen (18) graduate semester hours in the teaching discipline and hold at least a master's degree. SJR State shall appoint all instructors. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

D. Faculty Evaluation: SJR State will evaluate instruction and monitor student performance and student satisfaction in all Dual Enrollment classes using the same criteria for judging instructional quality as in effect in all classes offered at the College. To ensure course content, requirements, and evaluation components for Dual Enrollment courses taught on the high school site will be identical to those taught on SJR State's campuses, all SJR State's Dual Enrollment instructors will be assigned a curriculum coordinator and/or mentor from SJR State's full-time faculty. The assigned SJR State personnel will evaluate the Dual Enrollment teacher annually based on the College's teacher evaluation criteria. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

E. Dual Enrollment Advisory Committee: St. Johns Classical Academy and SJR State shall appoint an advisory committee to make recommendations regarding the Dual Enrollment classes and other aspects of this agreement.

F. Administration: SJR State shall appoint an administrator, the Director of Dual Enrollment, who shall represent SJR State in all matters pertaining to the operation of Dual Enrollment classes and shall serve as liaison between

St. Johns Classical Academy and SJR State. St. Johns Classical Academy shall appoint an administrator who shall represent St. Johns Classical Academy in all matters pertaining to the operation of the Dual Enrollment classes and shall serve as liaison between St. Johns Classical Academy and SJR State.

11. Determination of Student Eligibility and Monitoring of Student Performance:

A. High School Counseling Services: St. Johns Classical Academy's counseling staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, school counselors will meet at least once per year with SJR State.

B. College Guidance Services: A key advising point that will be shared with parents and students is that Dual Enrollment grades are calculated and recorded in the student's college GPA and transcript, creating a permanent record that can impact future university admission decisions. All high school Dual Enrollment students will be assigned a MySJRState account. Through this online portal, the College will send the student communications about educational and career development activities. Additionally, Dual Enrollment students will work with the staff of SJR State's Dual Enrollment Office regularly throughout the process of planning and scheduling Dual Enrollment courses. Dual Enrollment and early admission students are encouraged to meet regularly with college advisors and to develop a post-secondary plan and major during information and orientation sessions. Dual Enrollment and Early Admission students will be required to meet with a college advisor after completion of 20 college credits. Information and orientation session presentations are also available online to all students who cannot attend in person sessions. It is the student's responsibility to review this material before their Dual Enrollment career begins.

C. Responsibility for Student Screening: The P.E.R.T. placement test can be administered by St. Johns Classical Academy to high school students eligible for Dual Enrollment. Students who have a qualifying Pre-ACT., ACT., PSAT, or SAT (full list of college placement methods listed online) are not required to take the P.E.R.T. St. Johns Classical Academy will be solely responsible for providing test security while testing students at their high school site. St. Johns Classical Academy will administer and provide the P.E.R.T. test materials at no charge for high school students eligible for Dual Enrollment. SJR State will assist high school personnel in interpreting individual students' test results for course placement and assistance in the development of academic interventions by high schools to improve student's skills. The Dual Enrollment contact for St. Johns Classical Academy will be responsible for providing individual student's test scores to SJR State's Dual Enrollment Office as part of the Dual Enrollment application process.

D. Testing at the High School Site: Testing at St. Johns Classical Academy for Dual Enrollment will be the responsibility of St. Johns Classical Academy. Reasonable accommodations will be provided at the test site at the expense of St. Johns Classical Academy for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

E. Testing at the College Campus: With prior approval and in limited numbers, the P.E.R.T. may be administered at a testing center at SJR State at the request of the high school. All P.E.R.T. testing at the College campus must be approved by SJR State's Director of Dual Enrollment. Students approved to test at SJR State's Campus will be responsible for providing their own transportation to the College and for paying the College's \$20 testing fee. Reasonable accommodations will be provided at the test site at the expense of the College for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

F. Retaking the P.E.R.T.: Dual Enrollment students may retake the P.E.R.T. once during their high school tenure in accordance with SJR State's P.E.R.T. Policies and Procedures.

G. Alternative Placement Methods: Pursuant to Section 1008.30, F.S., *Alternative Methods to Common Placement Tests*, Florida College System institutions may use alternative methods in lieu of the common placement tests under subsection 2 to assess student readiness for college-level work in communication and computation. Institutions shall recognize scores and grades on alternative methods specified in paragraphs (3)(a) through (3)(c) as valid for placement purposes for a minimum of two years. (a) Tests and assessments: A score that meets or exceeds the standard score on any one of the assessments shall be accepted as demonstration of readiness for college-level work. Institutions shall accept scores on the public high school transcript in addition to official score reports from the issuing entity listed in this subsection as an official record. (b) Performance in high school coursework: Any student who has an unweighted high school GPA of 3.0 and achieves a grade of "B" or better in any of the courses listed below shall have demonstrated readiness for college-level work. Institutions shall accept courses and grades on the public high school transcript as an official record. (c) Credit-by-examination: Students achieving passing scores and receiving credit for college-level communication or computation pursuant to the credit-by-examination equivalency list in Rule 6A-10.024, F.A.C., shall have previously demonstrated readiness for college-level coursework.

Please consult Testing Information located on the Dual Enrollment web page under the Quick Links for a full description and chart of the alternative methods.

H. Student Policies, Procedures, and Behavioral Expectations: Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of both St. Johns Classical Academy and SJR State. Should a conflict be identified because of either institution's policies or procedures, St. Johns Classical Academy and SJR State will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for students. College policies and procedures are published in the College Catalog/Handbook and are also available online on the Student Services website at <http://www.sjrstate.edu/catalog.html>

I. High School Site's Attendance Policy: The attendance policy is dictated by the teacher's syllabus. At the high school site, the teacher may elect to excuse up to six absences due to the number of the course's contact hours. This is up to the discretion of the instructor. (This only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

J. High School's/School District's Disciplinary Action: A student suspended from their high school may not attend their high school site's Dual Enrollment courses. Yet, they can attend their college site Dual Enrollment courses. If a student is sent to the district's alternative school, then the Dual Enrollment student loses their Dual Enrollment eligibility and will receive a "W" for all their registered Dual Enrollment courses.

12. Student Grades and Records:

A. Student Grades: Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution for Dual Enrollment courses, including the "W," are to be accepted at face value by St. Johns Classical Academy and are not to be changed on the student's high school academic record (SBE Rule 6A-1.09941, F.A.C.).

B. Student Records: St. Johns Classical Academy and SJR State may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

13. Responsibility for Costs:

A. Student Fees: Pursuant to Section 1007.271(16), F.S., Dual Enrollment students are exempt from the payment of tuition and fees. This includes not only tuition and registration and laboratory fees, but all other postsecondary institution fees. St. Johns Classical Academy will not pass costs associated with tuition and fees, including

registration and laboratory fees, along to students. Students enrolled in Dual Enrollment courses will be responsible for the cost of any personal or consumable items associated with a specific course or program such as school supplies, background checks, blood tests, one-time-use online licensing fees, etc.

B. Instructional Materials: Instructional materials are defined in Section 1006.29(2), F.S., and shall include but not be limited to, textbooks, consumables, and online course codes. SJR State will loan instructional materials to St. Johns Classical Academy Dual Enrollment students. Each student is responsible for timely returning of all instructional materials assigned for use within courses except for single use materials like consumables or online course codes. Any unreturned loaned instructional materials will be deemed to be a financial obligation owed to SJR State by the student and may result in cancellation or prevention of registration for a student as well as any other penalties set forth.

C. Instructor Fees: SJR State is responsible for the full cost of the instructor for courses taught on SJR State's campuses and online. St. Johns Classical Academy is responsible for the full cost of the instructor for courses taught at the high school sites (this statement only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

D. Facility and Laboratory Fees: SJR State is responsible for the full cost of any facility and laboratory fees for courses taught on SJR State's campuses. St. Johns Classical Academy is responsible for the full cost of any facility and laboratory fees for courses taught on the private school campus (this statement only applies if St. Johns Classical Academy offers Dual Enrollment high school site courses).

E. Disability Services: As required by law, students with disabilities must receive appropriate accommodations. SJR State will be responsible for the cost of providing the necessary accommodations for courses taken on SJR State campuses. St. Johns Classical Academy will be responsible for the cost of providing the necessary accommodations for courses taken at the high school sites and for the cost of adaptive textbooks and other materials. Students with disabilities will be responsible for providing appropriate documentation so that accommodations can be provided.

F. Dual Enrollment Scholarship Reimbursement: Pursuant to Fla. Stat. 1009.30, SJR State will seek reimbursement through the Dual Enrollment Scholarship Program for tuition and instructional materials for each fall, spring, and summer term.

14. Responsibility for Student Transportation:

St. Johns Classical Academy students will be responsible for providing their own transportation to and from Dual Enrollment classes on SJR State's campuses.

15. Submission of Updated Dual Enrollment to the Florida DOE:

The College shall be responsible for submitting annually an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1st.



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
St. Johns Classical Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to St. Johns Classical Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and St. Johns Classical Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this _____ day of _____ 2024

for St. Johns Classical Academy:

Malissa Washer

Representative, St. Johns Classical Academy

Leanne Hefner

Principal, St. Johns Classical Academy



DUAL ENROLLMENT & EARLY COLLEGE PROGRAM

Dual Enrollment Articulation Agreement Between Beacon of Hope Christian Academy and District Board of Trustees of St. Johns River State College

Section 1007.271 (21), Florida Statutes, specifies the development of the Dual Enrollment Articulation Agreements between the state college presidents and the superintendents of schools within their respective state college districts for the purpose of providing a primary framework within which all future Dual Enrollment objectives and activities shall be described. Beacon of Hope Christian Academy, hereinafter referred to as Beacon of Hope Christian Academy, and the District Board of Trustees of St. Johns River State College, hereinafter called SJR State, desire to implement the above statute and have, therefore, established an articulation committee with representation from Beacon of Hope Christian Academy and SJR State. Each year, this articulation committee will review this agreement and the performance of parties hereunder to assure both parties that it continues to serve their mutual interest.

Committee members shall include:

- Appointed Beacon of Hope Christian Academy Representative, Beacon of Hope Christian Academy (Co-Chair)
- Vice President for Academic and Student Affairs, SJR State (Co-Chair)
- Vice President for Workforce Development and Career & Technical Education, SJR State
- Associate Vice President for Academic Affairs, SJR State
- Director of Dual Enrollment and College Access, SJR State
- Director of Career Education (if applicable), Beacon of Hope Christian Academy

The term of this agreement shall commence August 1, 2024, and end July 31, 2025. Either party may cancel this agreement upon thirty (30) days written notice should the other party fail to perform in accord with its terms through no fault of the party initiating the termination. This agreement may be amended only by written communication signed by the President of Beacon of Hope Christian Academy and the President of St. Johns River State College.

Beacon of Hope Christian Academy and SJR State agree as follows:

1. **Ratification of articulation agreements between the State college and Beacon of Hope Christian Academy:**
This agreement replaces any existing agreement with Beacon of Hope Christian Academy and SJR State regarding the Dual Enrollment Articulation Agreement.
2. **Parent and student notification process about student participation in the Dual Enrollment program:** Beacon of Hope Christian Academy and SJR State will work collaboratively to notify eligible students and their parents of Dual Enrollment acceleration mechanisms. Beacon of Hope Christian Academy shall inform all eligible secondary students and their parents of Dual Enrollment as an educational option and mechanism for acceleration, including eligibility criteria, and the process by which students exercise their option to participate in Dual Enrollment. This information shall be included annually in the curriculum guide, programs of study, student progression plan, and/or course catalog. SJR State will work with Beacon of Hope Christian Academy to provide information for their curriculum guides/progression plans/course catalogs, will coordinate inquiries to SJR State from parents and students with school counseling staff, and will communicate directly with parents and students about Dual Enrollment options as

appropriate. Additionally, SJR State's Director of Dual Enrollment will host annual Information Sessions for potential Dual Enrollment students and parents.

3. Programs and courses available to students eligible for Dual Enrollment:

A. Program Description: Dual Enrollment, an articulated mechanism between Beacon of Hope Christian Academy and SJR State, shall serve to shorten the time necessary for students to complete the requirements associated with the conferral of a degree, broaden the scope of curricular options available to students, and/or obtain opportunities for completing career/technical programs. Section 1007.271, Florida Statutes, establishes that "the Dual Enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree" (Section 1007.271(1), F.S.). "Early admission shall be a form of Dual Enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree" (Section 1007.271(7), F.S.). "Career early admission is a form of career Dual Enrollment through which eligible secondary students enroll full time in a career center or a state college in courses that are creditable toward the high school diploma and the certificate or associate degree" (Section 1007.271(8), F.S.). Students enrolled as Dual Enrollment, early admission, or career early admission shall be exempt from the payment of registration, tuition, and laboratory fees. Students enrolled as Dual Enrollment, early admission, and career early admission will be eligible to participate in both high school and College activities as appropriate including graduation and other extracurricular activities.

B. Course Offerings: Dual Enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course -- High School Subject Area Equivalency List* states the relationship between high school and college course subject areas and dictates the awarding of credit for said classes (available online at <http://www.fldoe.org/articulation/pdf/DEList.pdf>). All courses in the Statewide Course Numbering System, except for remedial courses and physical education skills courses, can be used for Dual Enrollment credit and count toward high school graduation, including electives. These courses may include but are not limited to communications, humanities, mathematics, science, social sciences, foreign languages, and workforce education courses. Physical education, college preparatory, and non-credit courses in addition to courses within selected limited access programs are excluded from this agreement, as are courses with activities that presume an adult-level of maturity and personal responsibility such as study abroad. Neither traditional high school nor dual enrolled high school students may be permitted to pay to take any college courses, including physical education or college preparatory classes. In addition to the A.A. and A.S. degrees, career and technical certificate programs are available to students eligible for Dual Enrollment. Dual enrolled students must be A.A., A.S. Degree or CTC certificate seeking students.

C. High School Site Dual Enrollment courses: Beacon of Hope Christian Academy's Principal or Dual Enrollment contact must contact the Dual Enrollment Office with any known extended, planned, or unplanned medical or other leave of the Dual Enrollment teacher immediately upon knowing of the absence. High school site Dual Enrollment courses must meet the required contact hours of the specific course requirement in a consecutive manner. In addition, no course material is to be covered and grades are only to be assigned by the Dual Enrollment teacher or by an SJR State approved substitute who meets the appropriate credentials of an SJR State faculty member. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

4. Process for students and their parents to elect to participate in the Dual Enrollment program:

A. Application Procedure: To participate in Dual Enrollment at SJR State, Dual Enrollment eligible high school students will be required to first meet with their school counselor to receive and complete the Dual Enrollment Admission Application (online application). The completed Dual Enrollment Admission Application online verification form (students print this form at the conclusion of the online admissions application) and a copy of official test scores must be submitted, with all necessary signatures, to the high school Dual Enrollment counselor by the posted

Dual Enrollment deadline. The school counselor will confirm that the student has the appropriate class standing, P.E.R.T., PreACT, ACT, PSAT, or SAT test scores (full list of testing methods located under the testing link on the DE web page) and GPA to be eligible for Dual Enrollment prior to forwarding the information to SJR State. Students who do not have a social security number will need to use the paper Dual Enrollment Admissions Application (Appendix 1).

B. Career and Technical Certificate (CTC) Application Procedure: CTC programs are limited access with unique admission requirements. Students must meet specific criteria with the academic department before enrollment. The application and registration procedure are amended to ensure a review of the student's qualifications as they pertain to meeting these criteria. Admission criteria for each CTC program may be found in the College catalog. CTC programs require a mandatory orientation facilitated by the academic department so that students may be provided with the additional admission requirements and due dates associated with on-the-job training components of CTC programs (i.e., physical exam). It is within the discretion of Beacon of Hope Christian Academy to assign Career and Technical Education program staff to assist with the responsibilities of disseminating and collecting Dual Enrollment applications and supporting documentation needed to fulfill the CTC admission requirements addressed during this orientation. The maximum course load for a CTC student is the required sequence of courses in the CTC program.

C. Acknowledgement of Principles of Participation: By signing the online admissions application, students selected for participation in Dual Enrollment and their parents both agree to the *Principles of Participation for Dual Enrollment /Early Admission/Collegiate High School Program* (available online on the SJR State's Dual Enrollment webpage at https://www.sjstate.edu/pdfs/Principles_Participation.pdf). Students can print the Principles of Participation at the conclusion of the online admission application. The student should retain this document.

D. Registration Process: The Dual Enrollment student meets with their high school's Dual Enrollment contact to initiate the registration process as well as receive approval to any changes in their Dual Enrollment schedule, to safeguard the meeting of high school graduation requirements. The student must submit the paper Dual Enrollment registration form (Appendix 4) so that the high school's Dual Enrollment contact can approve it.

E. Disabilities Accommodation: Students will need to contact SJR State's Advising Center to register for accommodations. The student has the responsibility to self-identify to the appropriate College personnel.

F. Schedule Changes: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all schedule change requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Office of Dual Enrollment for processing (Appendix 5). All schedule changes must be completed by the College's published add/drop deadline.

G. Withdrawing from a Course: In order to ensure high school graduation is not compromised, Dual Enrollment students must coordinate all course withdrawal requests with their school counselor. The school counselor will then submit the necessary paperwork on the student's behalf to the Dual Enrollment Office for processing (Appendix 6). All withdrawals must be completed by the College's withdrawal deadline. Dual Enrollment students who earn a "W" by withdrawing from a course will be subject to dismissal from the Dual Enrollment program. Students will be withdrawn from both a lecture and a lab when they are taken as co-requisites. CTC withdrawal deadlines are different from those posted in the academic calendar. Students are informed of these dates during required program orientations or on the first day of class. Students who withdraw or receive a D or F in a course must first complete the petition process with the Dual Enrollment Office before they are permitted to register for additional courses.

H. Maximum Course Load: Dual Enrollment students may take a maximum of ten (10) Dual Enrollment credit hours in the fall term, ten (10) Dual Enrollment credit hours in the spring term, and six (6) to eight (8) Dual Enrollment

credit hours for the summer term (for a total of 2 courses maximum in the summer). Early admission Dual Enrollment students must take a minimum of twelve (12) and a maximum of sixteen (16) Dual Enrollment credit hours each fall and spring term (and may elect to take six (6) to eight (8) Dual Enrollment credit hours for the summer term, for a total of 2 courses maximum). The maximum course load for a CTC student is the required sequence of courses in the CTC program.

I. Weighting of Dual Enrollment: Beacon of Hope Christian Academy will “weigh Dual Enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated” (Section 1007.271, F.S.).

J. Final Course Grades: At the end of the semester after grades are posted, the Dual Enrollment Office will transmit students’ final course grades to the school counselors. Students may view their final course grades through SJR State’s online portal, MySJRstate, on the Dual Enrollment tab at <http://www.sjrstate.edu/mysjrstate.html>

K. High School Site Dual Enrollment Grades: For both fall and spring semesters, high school site Dual Enrollment teachers will submit their grades via MySJRstate portal. Fall semester grades must be submitted into the MySJRstate portal by 11:59pm on December 11, 2024, and Spring semester grades must be submitted into MySJRstate portal by 11:59pm on April 29, 2025. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

L. College Academic Calendar: Dual Enrollment students are required to adhere to SJR State’s Academic Calendar and attend all regularly scheduled classes, regardless of any conflicts with high school holidays, extracurricular activities, and sports. SJR State’s Academic Calendar is available in the College Catalog and posted online at <http://www.sjrstate.edu/academcal.html>.

M. Grade Forgiveness: Students may not repeat Dual Enrollment courses that they earned a “W,” “D,” or “F” (unless granted permission through the Dual Enrollment petition process). All grades including “W” for withdrawal will become part of the student’s permanent record. SJR State’s grade forgiveness policy is that the last grade recorded for a course will be used to calculate the student’s SJR State cumulative GPA. Students will only be granted one Dual Enrollment petition while enrolled in SJR State’s Dual Enrollment program.

5. Student eligibility requirements for participation in the Dual Enrollment program:

A. Eligibility Criteria for Student Participation in Dual Enrollment: Students eligible for Dual Enrollment must be an eligible secondary student with an unweighted high school GPA of 3.0 and demonstrate readiness for college coursework through scores on college placement tests. Early admissions students’ eligibility would be the same requirements for a Dual Enrollment student. Participation in career/vocational Dual Enrollment requires a 2.0 unweighted GPA. Students who are enrolled at their high school as 12th grade seniors may enroll in SLS 1122 Academic Pathways for College Success with a 2.5 unweighted high school GPA. Dual Enrollment students will be required to complete the P.E.R.T., PreACT, ACT, PSAT and/or SAT (full list of placement methods listed online). No student shall be enrolled in a college credit mathematics or English Dual Enrollment course unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the P.E.R.T., PreACT, ACT, PSAT or SAT (full list of placement methods listed online). High school students who do not meet the minimum class standing but who are enrolled in a career academy or are otherwise selected by their high school administration for participation in Dual Enrollment and meet the other minimum requirements may do so upon petition to SJR State’s Dual Enrollment Office by their private school. High school students not enrolled through the Dual Enrollment program shall not be permitted to take college level credit or vocational credit classes at SJR State under any circumstances or proviso. Beacon of Hope Christian Academy and SJR State agree that eligible secondary students are entitled to participate in Dual Enrollment for a maximum of three years in college credit coursework at the 1000 and 2000 level.

B. Continued Eligibility of Student Participation in Dual Enrollment: Dual Enrollment students who earn below a "C" (including a "W" grade) in any Dual Enrollment course will be subject to dismissal from the Dual Enrollment program. Dual Enrollment students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 2.0 or higher to continue in the Dual Enrollment program. CTC Dual Enrollment students must maintain an unweighted cumulative high school GPA of 2.0 or higher to continue in the Dual Enrollment program and a college GPA of 2.0 or higher to continue in the Dual Enrollment program. Students who do not meet these minimum standards to continue in Dual Enrollment may contact the Dual Enrollment Office to learn about the petition process. Students not maintaining this standard are subject to dismissal from the Dual Enrollment program and will not be eligible for admission if this standard was not met at a previous college or university. Students who do not maintain satisfactory progress at the college will be placed on academic probation through the College's Records Department.

With SJR State's approval, dual enrollment students are allowed to repeat a course one time through Dual Enrollment. Third and subsequent attempts must be paid for by the student after completion of high school graduation and will be charged the full cost of instruction, which is equivalent to out of state tuition. Although all course attempts are listed on the student's transcript, only the grade earned in the most recent attempt is calculated in the overall GPA at SJR State. If a student stops attending class, the grade earned, usually an F, is assigned and posted. Other institutions may not necessarily have the same grade forgiveness policy as SJR State, and other institutions may recalculate student GPA's or reassess eligibility for financial aid.

Pursuant to State Board of Education Rule 6A-14.064, students who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics as determined by one of the methods established by the Florida Department of Education (i.e. scores on the P.E.R.T, A.C.T, or S.A.T.), shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. A student that has accumulated twelve (12) college credit hours and has not yet demonstrated proficiency in one of the basic competency areas of reading, writing, or mathematics will be dismissed from the Dual Enrollment program until correction of all deficiencies. At the time of program dismissal, the student will be advised of the requirements for the associate in arts degree completion and state university admission requirements.

C. Loss of Eligibility in Dual Enrollment: Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in a Dual Enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

D. Graduating Seniors: Students who graduate prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Graduating seniors who successfully participated in Dual Enrollment while in high school may be approved to register as traditional, fee-paying students in summer courses that begin prior to the award of their high school diploma after completion of a waiver process that originates in the Office of Student Affairs; however, financial aid will not be available to students until after their high school diploma has been conferred.

6. Delineation of the high school credit earned for the passage of each Dual Enrollment course:

Course Credit: Students enrolled in Dual Enrollment courses shall earn both high school credit from Beacon of Hope Christian Academy and college credit from SJR State if they meet the minimum requirements for satisfactory completion of such courses. Students who complete a three (3) or four (4) credit hour Dual Enrollment course at SJR

State with a passing grade will earn at least one-half (1/2) elective credit towards the high school diploma and/or designated subject credit assigned by the *Dual Enrollment Course -- High School Subject Area Equivalency List*.

7. Process for informing students and their parents of college-level course expectations:

During the application process, students selected for participation in Dual Enrollment and their parents agree to the *Principles of Participation for Dual Enrollment /Early Admission/ Collegiate High School Program* (available online on the SJR State Dual Enrollment webpage at https://www.sjstate.edu/pdfs/Principles_Participation.pdf and Appendix 2). This document is also available for print at the conclusion of the online admissions application. The *Principles of Participation for Dual Enrollment /Early Admission/Collegiate High School Program* addresses the college-level course expectations as well as the fact that Dual Enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. All students are required to view the New Student Orientation, where college-level course expectations are presented. Each fall, SJR State's Director of Dual Enrollment hosts a Dual Enrollment Orientation for new Dual Enrollment students (also available online on the SJR State Dual Enrollment webpage). During these sessions, the differences between high school expectation and college expectations are detailed. Upon request, by the high school, the Dual Enrollment Office will present additional sessions throughout the year.

8. Policies and procedures for determining exceptions to the required grade point averages on an individual student basis: Section 1007.271(3), F.S. allows exceptions to the required GPA on an individual student basis if both parties agree. Students must submit a petition that must be approved by the appropriate high school personnel and College personnel. Student's coursework, college readiness, and other factors will be reviewed to determine if the student has the potential to be successful in the Dual Enrollment program. If a student is approved, the student will be placed on probationary status and may be limited in credit hours and course selection.

9. Registration policies for Dual Enrollment courses:

A. Course Scheduling: Section 1007.271(5), Florida Statutes, establishes that "District school boards shall annually assess the demand for Dual Enrollment and other advanced courses, and the district school board shall consider strategies and programs to meet that demand and include access to Dual Enrollment on the high school campus whenever possible. Alternative grade calculation, weighting systems, or information regarding student education options which discriminates against Dual Enrollment courses is prohibited." To implement the above statute, the private school and SJR State will work collaboratively to ensure students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses offered on the high school site, on SJR State's campuses, and/or offered through distance learning as appropriate. Students eligible for Dual Enrollment shall be permitted to enroll in Dual Enrollment courses conducted during school hours, after school hours, and during the summer terms.

B. Registration Procedure: After acceptance into the Dual Enrollment program, the student and high school Dual Enrollment contact will meet to fill out the course registration form (Appendix 4). The high school's Dual Enrollment contact will submit the Dual Enrollment registration form (Appendix 4) to the SJR State's Dual Enrollment Office. The Dual Enrollment Course Registration Form should be submitted as soon as possible, but no later than the posted Dual Enrollment deadline (https://www.sjstate.edu/pdfs/DE_enrollment_dates.pdf under Dates and Deadlines). During Dual Enrollment Registration, Dual Enrollment students taking courses on the College site will be required to log into MySJState, SJR State's online portal, to confirm their registration. Students registering for Dual Enrollment courses taught on the high school site will be registered after the beginning of the fall and spring semesters.

C. Registration Policies for CTC Dual Enrollment courses: The scheduling of CTC courses does not align with the traditional semesters and registration periods for college credit courses. CTC courses have start and end dates at various times throughout the academic year. If necessary, registration for CTC courses may occur during the first day of class rather than during the college credit Dual Enrollment registration periods in the high school. However, for

course approval purposes, the course name, number, and section number can be provided to the district guidance staff and high school Dual Enrollment contact for use during these registration periods.

D. SLS 1122, Academic Pathways for College Success course: Beginning Fall 2024, students who have reached 12 credit hours through Dual Enrollment will be required to enroll in SLS 1122, Academic Pathways for College Success, the required student success course. This course serves as a requirement within the Associate in Arts degree.

10. Program Management and Quality Assurance:

A. Program Management: Dual Enrollment courses are college courses with the identical content and learning outcomes expected of all other college courses identified with the same statewide course prefixes and numbers. To ensure that the Dual Enrollment program demonstrates the level of academic rigor expected of all college courses and programs, Beacon of Hope Christian Academy and SJR State's Dual Enrollment Program will adhere to the rules dictated in the *Statement of Standards of Dual Enrollment /Early College Programs in the Florida State College System* (available online at <http://www.fldoe.org/articulation/pdf/DualEnrollmentStatementStandards.pdf>) that was codified in State Board of Education Rule 6A-14.064, FAC. CTC programs are limited access, and the capacity is determined by the program requirements. Although Dual Enrollment faculty teaching college credit courses will have completed at least (18) graduate semester hours in the teaching discipline and hold at least a master's degree, teachers of CTC Dual Enrollment courses will have the credentials established by the Southern Association of Colleges and Schools Commission on Schools (SACSCOC) for each CTC level program area.

B. Enrollment Capacity: Composition courses are limited to 25 students in each section. Science lectures and labs have a maximum of 24 students. All other Dual Enrollment courses are limited to 30 students per course section. High school site Dual Enrollment courses must reflect the seating capacity limits of the college courses taught at SJR State campuses. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

C. Dual Enrollment Instructors: Teachers of Dual Enrollment courses will have college teaching credentials established by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Appropriate Beacon of Hope Christian Academy and SJR State staff shall meet and confer to recommend qualified faculty for Dual Enrollment classes taught on the high school site. Preference will be given to qualified high school teachers in the selection process. All instructors will meet or exceed the academic and professional preparation requirements for teaching at SJR State. All Dual Enrollment faculty will have completed at least eighteen (18) graduate semester hours in the teaching discipline and hold at least a master's degree. SJR State shall appoint all instructors. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

D. Faculty Evaluation: SJR State will evaluate instruction and monitor student performance and student satisfaction in all Dual Enrollment classes using the same criteria for judging instructional quality as in effect in all classes offered at the College. To ensure course content, requirements, and evaluation components for Dual Enrollment courses taught on the high school site will be identical to those taught on SJR State's campuses, all SJR State's Dual Enrollment instructors will be assigned a curriculum coordinator and/or mentor from SJR State's full-time faculty. The assigned SJR State personnel will evaluate the Dual Enrollment teacher annually based on the College's teacher evaluation criteria. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

E. Dual Enrollment Advisory Committee: Beacon of Hope Christian Academy and SJR State shall appoint an advisory committee to make recommendations regarding the Dual Enrollment classes and other aspects of this agreement.

F. Administration: SJR State shall appoint an administrator, the Director of Dual Enrollment, who shall represent SJR State in all matters pertaining to the operation of Dual Enrollment classes and shall serve as liaison between Beacon

of Hope Christian Academy and SJR State. Beacon of Hope Christian Academy shall appoint an administrator who shall represent Beacon of Hope Christian Academy in all matters pertaining to the operation of the Dual Enrollment classes and shall serve as liaison between Beacon of Hope Christian Academy and SJR State.

11. Determination of Student Eligibility and Monitoring of Student Performance:

A. High School Counseling Services: Beacon of Hope Christian Academy's counseling staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the priority. In addition, each high school's Dual Enrollment contact will check the unweighted GPA of Dual Enrollment students to confirm GPA qualifications are met. To ensure seamless articulation and coordination, school counselors will meet at least once per year with SJR State.

B. College Guidance Services: A key advising point that will be shared with parents and students is that Dual Enrollment grades are calculated and recorded in the student's college GPA and transcript, creating a permanent record that can impact future university admission decisions. All high school Dual Enrollment students will be assigned a MySJRstate account. Through this online portal, the College will send the student communications about educational and career development activities. Additionally, Dual Enrollment students will work with the staff of SJR State's Dual Enrollment Office regularly throughout the process of planning and scheduling Dual Enrollment courses. Dual Enrollment and early admission students are encouraged to meet regularly with college advisors and to develop a post-secondary plan and major during information and orientation sessions. Dual Enrollment and Early Admission students will be required to meet with a college advisor after completion of 20 college credits. Information and orientation session presentations are also available online to all students who cannot attend in person sessions. It is the student's responsibility to review this material before their Dual Enrollment career begins.

C. Responsibility for Student Screening: The P.E.R.T. placement test can be administered by Beacon of Hope Christian Academy to high school students eligible for Dual Enrollment. Students who have a qualifying Pre-ACT., ACT., PSAT, or SAT (full list of college placement methods listed online) are not required to take the P.E.R.T. Beacon of Hope Christian Academy will be solely responsible for providing test security while testing students at their high school site. Beacon of Hope Christian Academy will administer and provide the P.E.R.T. test materials at no charge for high school students eligible for Dual Enrollment. SJR State will assist high school personnel in interpreting individual students' test results for course placement and assistance in the development of academic interventions by high schools to improve student's skills. The Dual Enrollment contact for Beacon of Hope Christian Academy will be responsible for providing individual student's test scores to SJR State's Dual Enrollment Office as part of the Dual Enrollment application process.

D. Testing at the High School Site: Testing at Beacon of Hope Christian Academy for Dual Enrollment will be the responsibility of Beacon of Hope Christian Academy. Reasonable accommodations will be provided at the test site at the expense of Beacon of Hope Christian Academy for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

E. Testing at the College Campus: With prior approval and in limited numbers, the P.E.R.T. may be administered at a testing center at SJR State at the request of the high school. All P.E.R.T. testing at the College campus must be approved by SJR State's Director of Dual Enrollment. Students approved to test at SJR State's Campus will be responsible for providing their own transportation to the College and for paying the College's \$20 testing fee. Reasonable accommodations will be provided at the test site at the expense of the College for the administration of the P.E.R.T. to students with disabilities. Testing accommodations must be arranged in advance.

F. Retaking the P.E.R.T.: Dual Enrollment students may retake the P.E.R.T. once during their high school tenure in accordance with SJR State's P.E.R.T. Policies and Procedures.

G. Alternative Placement Methods: Pursuant to Section 1008.30, F.S., *Alternative Methods to Common Placement Tests*, Florida College System institutions may use alternative methods in lieu of the common placement tests under subsection 2 to assess student readiness for college-level work in communication and computation. Institutions shall recognize scores and grades on alternative methods specified in paragraphs (3)(a) through (3)(c) as valid for placement purposes for a minimum of two years. (a) Tests and assessments: A score that meets or exceeds the standard score on any one of the assessments shall be accepted as demonstration of readiness for college-level work. Institutions shall accept scores on the public high school transcript in addition to official score reports from the issuing entity listed in this subsection as an official record. (b) Performance in high school coursework: Any student who has an unweighted high school GPA of 3.0 and achieves a grade of “B” or better in any of the courses listed below shall have demonstrated readiness for college-level work. Institutions shall accept courses and grades on the public high school transcript as an official record. (c) Credit-by-examination: Students achieving passing scores and receiving credit for college-level communication or computation pursuant to the credit-by-examination equivalency list in Rule 6A-10.024, F.A.C., shall have previously demonstrated readiness for college-level coursework.

Please consult Testing Information located on the Dual Enrollment web page under the Quick Links for a full description and chart of the alternative methods.

H. Student Policies, Procedures, and Behavioral Expectations: Students enrolled in Dual Enrollment classes will be subject to the student policies and procedures of both Beacon of Hope Christian Academy and SJR State. Should a conflict be identified because of either institution’s policies or procedures, Beacon of Hope Christian Academy and SJR State will notify each other of behavioral infractions and will jointly resolve the conflict while providing due process for students. College policies and procedures are published in the College Catalog/Handbook and are also available online on the Student Services website at <http://www.sjrst.edu/catalog.html>

I. High School Site’s Attendance Policy: The attendance policy is dictated by the teacher’s syllabus. At the high school site, the teacher may elect to excuse up to six absences due to the number of the course’s contact hours. This is up to the discretion of the instructor. (This only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

J. High School’s/School District’s Disciplinary Action: A student suspended from their high school may not attend their high school site’s Dual Enrollment courses. Yet, they can attend their college site Dual Enrollment courses. If a student is sent to the district’s alternative school, then the Dual Enrollment student loses their Dual Enrollment eligibility and will receive a “W” for all their registered Dual Enrollment courses.

12. Student Grades and Records:

A. Student Grades: Transmission of student grades in Dual Enrollment: Grades assigned by the post-secondary institution for Dual Enrollment courses, including the “W,” are to be accepted at face value by Beacon of Hope Christian Academy and are not to be changed on the student’s high school academic record (SBE Rule 6A-1.09941, F.A.C.).

B. Student Records: Beacon of Hope Christian Academy and SJR State may provide personally identifiable student records to each other in the performance of this agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention and security of student records.

13. Responsibility for Costs:

A. Student Fees: Pursuant to Section 1007.271(16), F.S., Dual Enrollment students are exempt from the payment of tuition and fees. This includes not only tuition and registration and laboratory fees, but all other postsecondary institution fees. Beacon of Hope Christian Academy will not pass costs associated with tuition and fees, including

registration and laboratory fees, along to students. Students enrolled in Dual Enrollment courses will be responsible for the cost of any personal or consumable items associated with a specific course or program such as school supplies, background checks, blood tests, one-time-use online licensing fees, etc.

B. Instructional Materials: Instructional materials are defined in Section 1006.29(2), F.S., and shall include but not be limited to, textbooks, consumables, and online course codes. SJR State will loan instructional materials to Beacon of Hope Christian Academy Dual Enrollment students. Each student is responsible for timely returning of all instructional materials assigned for use within courses except for single use materials like consumables or online course codes. Any unreturned loaned instructional materials will be deemed to be a financial obligation owed to SJR State by the student and may result in cancellation or prevention of registration for a student as well as any other penalties set forth.

C. Instructor Fees: SJR State is responsible for the full cost of the instructor for courses taught on SJR State's campuses and online. Beach of Hope Academy is responsible for the full cost of the instructor for courses taught at the high school sites (this statement only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

D. Facility and Laboratory Fees: SJR State is responsible for the full cost of any facility and laboratory fees for courses taught on SJR State's campuses. Beach of Hope Academy is responsible for the full cost of any facility and laboratory fees for courses taught on the private school campus (this statement only applies if Beacon of Hope Christian Academy offers Dual Enrollment high school site courses).

E. Disability Services: As required by law, students with disabilities must receive appropriate accommodations. SJR State will be responsible for the cost of providing the necessary accommodations for courses taken on SJR State campuses. Beach of Hope Academy will be responsible for the cost of providing the necessary accommodations for courses taken at the high school sites and for the cost of adaptive textbooks and other materials. Students with disabilities will be responsible for providing appropriate documentation so that accommodations can be provided.

F. Dual Enrollment Scholarship Reimbursement: Pursuant to Fla. Stat. 1009.30, SJR State will seek reimbursement through the Dual Enrollment Scholarship Program for tuition and instructional materials for each fall, spring, and summer term.

14. Responsibility for Student Transportation:

Beacon of Hope Christian Academy students will be responsible for providing their own transportation to and from Dual Enrollment classes on SJR State's campuses.

15. Submission of Updated Dual Enrollment to the Florida DOE:

The College shall be responsible for submitting annually an updated copy of the Dual Enrollment Articulation Agreement electronically to the Florida Department of Education, Office of Articulation, by August 1st.

regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Beacon of Hope Christian Academy.

Signed on this 22nd day of July 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 22nd day of July 2024

for Beacon of Hope Christian Academy:


Representative, Beacon of Hope Christian Academy


Principal, Beacon of Hope Christian Academy



Appendices

Dual Enrollment/Early Admissions/Early College Program/Collegiate High School Forms

1. Application/Admissions Form (only to be used for students who do not have a social security number)
2. Online application signature page
3. Principles of Participation/Student Responsibilities
4. Registration/Approval Form
5. Registration Adjustment/Drop Add Form
6. Student Initiated Course Withdrawal Form
7. Instructor Initiated Absence Warning/Withdrawal Form

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Calvary Christian Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Calvary Christian Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Calvary Christian Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 19th day of June 2024

for Calvary Christian Academy:

Brandie Martin

Representative, Calvary Christian Academy

Ken Badger

Principal, Calvary Christian Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Center Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Center Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Center Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 13th day of May 2024
for Center Academy:

Representative, Center Academy

Principal, Center Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Christian Home Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Christian Home Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Christian Home Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 13th day of May 2024

for Christian Home Academy:

 Jacqueline A. Boper Bozeman
Representative, Christian Home Academy

 Gary Lenzi
Principal, Christian Home Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Citizens High School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Citizens High School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Citizens High School.

Signed on this ____ day of _____ 2024

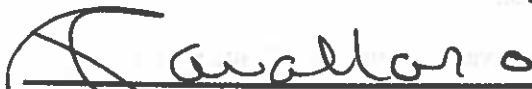
for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

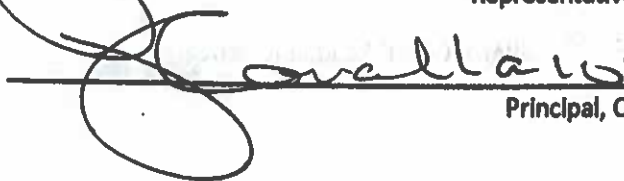
Signed on this 18 ____ day of July ____ 2024

for Citizens High School:



Jessica Cavallaro, Chief Academic Officer

Representative, Citizens High School



Jessica Cavallaro Chief Academic Officer

Principal, Citizens High School



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Crescent City Christian Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Crescent City Christian Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Crescent City Christian Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 17 day of June 2024

for Crescent City Christian Academy:

April Bass

Representative, Crescent City Christian Academy

Pastor Philip W. Halber

Principal, Crescent City Christian Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Faith Christian Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Faith Christian Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Faith Christian Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 16 day of May 2024

for Faith Christian Academy:



Representative, Faith Christian Academy



Principal, Faith Christian Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Lighthouse Christian School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Lighthouse Christian School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Lighthouse Christian School.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 29 day of May 2024

for Lighthouse Christian School:

Representative, Lighthouse Christian School

Principal, Lighthouse Christian School



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Matanzas Christian Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Matanzas Christian Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Matanzas Christian Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

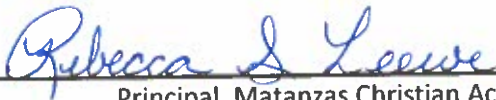
Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 23rd day of July 2024.

for Matanzas Christian Academy:

Representative, Matanzas Christian Academy


Principal, Matanzas Christian Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Putnam Banner Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Putnam Banner Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Putnam Banner Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 23rd day of May 2024.

for Putnam Banner Academy:



Representative, Putnam Banner Academy



Principal, Putnam Banner Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Springs Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Springs Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Springs Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 20th day of May 2024.

for Springs Academy:

Mercy De Jesus

Representative, Springs Academy

Rw. Reid D. Ellis

Geo. Reid D. Ellis

Principal, Springs Academy



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
St. John's Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to St. John's Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and St. John's Academy.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 14th day of May 2024.

for St. John's Academy:

Thalia H. Brooks Head of School
Representative, St. John's Academy

Principal, St. John's Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
St. Johns Christian School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to St. Johns Christian School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and St. Johns Christian School.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 18th day of July 2024.

for St. Johns Christian School:



Representative, St. Johns Christian School



Principal, St. Johns Christian School

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
St. Joseph Academy and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to St. Joseph Academy and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and St. Joseph Academy.

Signed on this day of , 2024

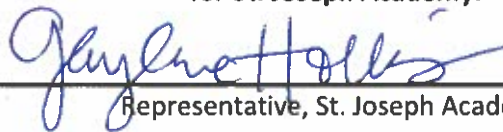
for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 15th day of May, 2024.

for St. Joseph Academy:


Representative, St. Joseph Academy

Principal, St. Joseph Academy

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Seven Bridges School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Seven Bridges School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Seven Bridges School.

Signed on this _ _ day of _ _ , 2024.

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 9th day of July 2024.

for Seven Bridges School:

Representative, Seven Bridges School

Melissa J. McCall, MEd. Director of School
Principal, Seven Bridges School



ST. JOHNS RIVER
STATE COLLEGE

DUAL ENROLLMENT & EARLY COLLEGE PROGRAM

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
The Broach School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to The Broach School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and The Broach School.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 19th day of June 2024.

for The Broach School:

Kathy Foster, President

Representative, The Broach School

Sonya Auter, Director

Principal, The Broach School

**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Victory Prep and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Victory Prep and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Victory Prep.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 22 day of July 2024.

for Victory Prep:



Representative, Victory Prep



Principal, Victory Prep



**2024-2025 Dual Enrollment Articulation Agreement Execution Between
Washington Classical Christian School and St. Johns River State College**

The Articulation Committee shall annually analyze and assess the effectiveness of mechanisms and strategies set forth in this agreement and report the results of such analyses to Washington Classical Christian School and the District Board of Trustees of St. Johns River State College. Analyses shall include identified problems, corrective actions, strategies, and associated costs.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act subject only to the privacy rights guaranteed by applicable state and federal laws and regulations. The violation of any federal or state law or regulation in the conduct of this Agreement may constitute a breach of this Agreement. Under determination of such violation, this Agreement may be terminated. It is expressly understood by both parties that neither party has authority or control over the other party's employees, officers, or agents.

This agreement is made between the District Board of Trustees of St. Johns River State College and Washington Classical Christian School.

Signed on this _____ day of _____ 2024

for the District Board of Trustees of St. Johns River State College:

Chairman, St. Johns River State College

President, St. Johns River State College

Signed on this 13 day of May 2024.

for Washington Classical Christian School:

Kimberly B. Evans

Representative, Washington Classical Christian School

TO: Joe Pickens, J.D.
College President

FROM: Edward P. Jordan, Ph.D. 
Vice President for Academic and Student Affairs

DATE: August 12, 2024

RE: Request to update the 2024-2025 College Catalog/Student Handbook – Diagnostic Medical Sonography Technology

In an effort to provide clarity to potential students and potential accrediting agencies, the Allied Health program requests the removal of limiting language found on the Diagnostic Medical Sonography Technology program of study page in the catalog. The update would support the program's anticipated sequencing of courses and the corresponding amount of time required to satisfy them.

Please advise if you have any questions or require any additional information regarding the proposed updates submitted for the Board of Trustees' consideration.

Thank you.

DIAGNOSTIC MEDICAL SONOGRAPHY TECHNOLOGY (2135/2136)

ASSOCIATE IN SCIENCE DEGREE

This program is designed to prepare students for employment as diagnostic medical sonographers. The content includes but is not limited to anatomy, physiology, and pathology of the abdominal, pelvic, and urogenital structures; physics; instrumentation; equipment standards; biological effect of ultrasound, patient care; clinical medicine; applications and limitations of ultrasound; related diagnostic procedures; image evaluation; administration; first aid and cardiopulmonary resuscitation; employability skills; leadership and human relations skills; health and safety.

For additional information, visit our website at SJRstate.edu/alliedhealth or call (904) 808-7465.

PROGRAM MISSION STATEMENT

The mission of the Diagnostic Medical Sonography Technology program is designed to provide an education which encompasses all the skills necessary for employment as entry level diagnostic medical sonographers.

PROGRAM GOAL

The goal of the Diagnostic Medical Sonography Technology program at St. Johns River State College is to prepare competent entry-level sonographers in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains in the abdominal sonography – extended and vascular sonography.

The Diagnostic Medical Sonography Technology core courses (~~four semesters without prerequisites~~) will be offered on the Orange Park campus with clinical experiences throughout the tri-county service area of SJR State and beyond. A student must earn a grade of “C” or higher in all courses.

Note: Students who are only taking prerequisites for admission into the program and who are not pursuing other degree programs are not considered regular, admitted students and are therefore not eligible for either federal or state forms of financial aid.

ADMISSION REQUIREMENTS

The Diagnostic Medical Sonography Technology program is a limited-access program that begins in August of each year. To apply for admission to the Diagnostic Medical Sonography Technology program, a student must have completed all of the following prior to the program application deadline:

1. Application process to SJR State.
2. Application to SJR State Diagnostic Medical Sonography Technology program by the advertised deadline. Applicants may apply April 1 – June 30 each year for fall enrollment.
3. Achieved satisfactory scores on college placement tests or have completed required college preparatory courses.
4. Successful completion (C minimum) of the following general education and Diagnostic Medical Sonography Technology related courses prior to the program application deadline.

GENERAL EDUCATION COURSES:

+	ENC	1101	Composition I.....	3
+*	—	—	General Education Core Humanities.....	3
+	—	—	General Education Core Mathematics.....	3
+	PHY	1020	Introduction to Physics.....	3
Choose one of the following Social Science courses:				
	AMH	2010	United States History to 1877.....	3
			OR	
	AMH	2020	United States History Since 1877.....	3
			OR	
	POS	1041	United States Federal Government.....	3

DIAGNOSTIC MEDICAL SONOGRAPHY TECHNOLOGY RELATED COURSES:

Δ	BSC	2085	Human Anatomy and Physiology I.....	3
	BSC	2085L	Laboratory for Human Anatomy and Physiology I.....	1
+Δ	BSC	2086	Human Anatomy and Physiology II.....	3
	BSC	2086L	Laboratory for Human Anatomy and Physiology II.....	1
	HSC	1531	Medical Terminology.....	3

* Refer to A.S. degree general education core requirements on page 80.

+ Qualifying placement score or prerequisite course may be required. See course descriptions in catalog.

Δ Corequisite lab required. See course descriptions in catalog.

DIAGNOSTIC MEDICAL SONOGRAPHY TECHNOLOGY (2135/2136)

ASSOCIATE IN SCIENCE DEGREE

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For additional information, visit our website at SJRstate.edu/alliedhealth or call (904) 808-7465.

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+	*	—	General Education Core Mathematics.....	3
+	PHY	1020	Introduction to Physics.....	3
Choose one of the following Social Science courses:				
	AMH	2010	United States History to 1877.....	3
			OR	
	AMH	2020	United States History Since 1877.....	3
			OR	
	POS	1041	United States Federal Government.....	3

DIAGNOSTIC MEDICAL SONOGRAPHY TECHNOLOGY RELATED COURSES:

^	BSC	2085	Human Anatomy and Physiology I.....	3
	BSC	2085L	Laboratory for Human Anatomy and Physiology I.....	1
+	BSC	2086	Human Anatomy and Physiology II.....	3
	BSC	2086L	Laboratory for Human Anatomy and Physiology II.....	1
	HSC	1531	Medical Terminology.....	3

* Refer to A.S. degree general education core requirements on page 80.

+ Qualifying placement score or prerequisite course may be required. See course descriptions in catalog.

^ Corequisite lab required. See course descriptions in catalog.

St. Johns River State College

Course Outline

I. Course Prefix, Number, and Title

CWL 0329 Traffic Crash Reconstruction (FDLE 088)

II. Number of Credit Hours, Contact Hours, and/or Clock Hours

80 Contact Hours

III. Course Description

This course is part of the Criminal Justice Standards and Training Commission Advanced Training Program. Courses in the Advanced Training Program are designed to enhance an officer's knowledge, skills, and abilities for job performance. This course is the third course in a series of three traffic crash investigation courses. This course will provide the traffic crash investigators with additional advanced skills to perform in-depth reconstruction of crash investigations and learn how to interpret physical evidence at the scene of a traffic crash. Students will benefit from having completed Advanced Course(s) - Basic Traffic Homicide Investigations (098), and Advanced Traffic Homicide Investigations (087) before taking this course. Ideally, students will build upon the foundational skills learned in "Basic and Advanced Traffic Homicide Investigations", then proceed to 088 (CWL0329) Traffic Crash Reconstruction to complete the course series.

IV. Prerequisites and/or Co-requisites

FDLE 098 (CWL0327) Basic Traffic Homicide Investigations

FDLE 087 (CWL0328) Advanced Traffic Homicide Investigations

V. General Education Course

This course cannot be used to satisfy the general education requirements for the A.A. degree.

VI. Program Mission Statement

The Advanced and Specialized Program in the Department of Criminal Justice Training at St. Johns River State College is committed, through the delivery of quality effective training in an academically sound environment, to providing Criminal Justice agencies and the community with professional and disciplined law enforcement and correctional officers who will possess the essential knowledge and skills to effectively serve as public safety professionals.

VII. Program Outcomes

Students who complete courses in the Criminal Justice Advanced & Specialized will:

- 1) Be more effective in the performance of their duties in the law enforcement and correctional professions;
- 2) Be better prepared for advancement within their respective agencies; and
- 3) Possess the skills and knowledge necessary to provide a higher level of service to members of the community.

VIII. Course/Student Learning Outcomes

Upon completion of this course, the student will be able to:

- 1) Understand advanced scientific and mathematical methods and techniques used to measure and collect evidence and data related to the traffic crash in order to reconstruct traffic crashes.
- 2) Use increasingly complex formulas to evaluate and analyze data collected;
- 3) Create documents and reports necessary to organize and evaluate pertinent data and information.
- 4) Utilize collected data and analysis for case preparation and courtroom testimony.
- 5) Complete a crash investigation to such a level of proficiency that reconstruction and analysis of the collision will be possible, and the officer will be prepared to give effective testimony in court (FDLE Course Goal).

IX. Course Content

Legal Issues (inc. Application of Florida Statutes)
Interviewing Subjects / Witnesses
Identifying / Collecting Evidence
Mathematical Application of Miscellaneous Formulas
Vehicle Damage Analysis
Advanced Measuring and Diagramming
Airborne, Vector Sum, and Kinetic Energy Analysis
Conservation of Linear Momentum and Energy
Commercial Motor Vehicle Crashes
Motorcycle Crashes
Analysis / Interpretation of Data
Hydroplaning, weight shift and rotational motion
Documentation / Reporting of Facts and Findings
Case Preparation and Testimony

X. Special Course Requirements

None.

XI. Course Support Materials

Criminal Justice Standards and Training Commission course material; Traffic Crash Reconstruction Student Manual and Course Guide.

XII. Criteria for Student Evaluation

Classroom participation, scenarios, and class projects. Students must also receive a minimum of 80% on the end of course written examination.

XIII. Course Assessment Methods

Scenario & end of course written examination.

XIV. Faculty Review/Revision

Brian Harrington, Advanced and Specialized Coordinator (July 1, 2024)

XV. Administrator Review/Revision

Tim Adams, Dean of Criminal Justice and Public Safety (July 1, 2024)

St. Johns River State College

Course Outline

I. Course Prefix, Number, and Title

Advanced Tactical Driving

II. Number of Credit Hours, Contact Hours, and/or Clock Hours

The course will consist of sixteen (16) contact hours which will include two (2) hours of classroom instruction and fourteen (14) hours of proficiency instruction and demonstrations.

III. Course Description

The Advanced Tactical Driving course is designed to build upon the knowledge and skills students gained from the Florida Basic Recruit Training Program Law Enforcement Vehicle Operations course and equip them with the specialized skills and techniques required to operate vehicles effectively and safely in off-road and challenging terrain environments. This training program is tailored to enhance participants' proficiencies in handling various off-road and multi-surface situations commonly encountered in law enforcement operations.

IV. Prerequisites and/or Co-requisites

Successful completion of the Florida Basic Recruit Training Program Law Enforcement Vehicle Operations course.

V. General Education Course

This course cannot be used to satisfy the general education requirements for the A.A. degree.

VI. Program Mission Statement

The Department of Criminal Justice Training at St. Johns River State College is committed, through the delivery of quality effective training in an academically sound environment, to providing Criminal Justice agencies and the community with professional and disciplined law enforcement and correctional officers who will possess the essential knowledge and skills to effectively serve as public safety professionals.

VII. Program Outcomes

Students who complete courses in the Criminal Justice Advanced & Specialized program will:

- 1) Be more effective in the performance of their duties in law enforcement and corrections;
- 2) Be better prepared for advancement within their respective agencies; and

3) Possess the skills and knowledge necessary to provide a higher level of service to the community.

VIII. Course/Student Learning Outcomes and Specialized Goals and Objectives¹

Category: High Liability

Topic: Driving

Learning Objective 1: Identify basic components of defensive driving and emergency vehicle operations.

Goal 1: Have a refreshed understanding of basic vehicle operations.

Learning Objective 2: Identify environmental conditions that affect driving.

Goal 1: Understand principles of vehicle dynamics in off-road conditions.

Learning Objective 3: Demonstrate proper techniques employed to safely operate a patrol vehicle under different environmental conditions.

Goal 1: Be able to maintain control and stability while traversing uneven terrain, gravel, sand, mud, and other challenging surfaces.

Goal 2: Be able to negotiate obstacles such as rocks, ditches, and water crossings.

Goal 3: Utilize terrain features for cover, concealment, and strategic advantage during operations.

Goal 4: Safely recover a stuck or immobilized vehicle in off-road environments.

IX. Course Content

- *Vehicle Inspection*
- *Principles of Driving*
- *Tactical Driving Skills*
- *Emergency Operations*

X. Special Course Requirements

Students must use an agency-issued vehicle.

¹ Specialized Goals and Objectives are required pursuant to Rule 11B-35.007(1)(a), F.A.C. The objectives also cover the course and student learning outcomes.

XI. Course Support Materials

- CJSTC/FDLE Florida Basic Recruit Training Program:
High Liability, Volume 2 – Law Enforcement Vehicle Operations
- The driving portion of the course will be conducted at the First Coast Technical College driving track and the Florida International Rally and Motorsport Park as detailed in the lesson plan.

XII. Criteria for Student Evaluation

- Students must receive a minimum of 80% on the end of course written examination which covers topics identified in the Learning Outcomes.
- Students will be required to demonstrate proficiencies in advanced tactical driving courses involving challenging multi-surface and other challenging environments commonly encountered in law enforcement operations.

XIII. Course Assessment Methods

- A multiple-choice written examination.
- Demonstration of basic and advanced vehicle operations proficiencies.


XIV. Faculty Review/Revision

Dean Adams, 4/24/24

XV. Administrator Review/Revision

Dean Adams, 4/24/24

TO: Joe Pickens, J.D.
College President

FROM: Melanie Rosen Brown, Ph.D. 
Chief Operating Officer

DATE: August 12, 2024

RE: ACTION and INFORMATIONAL Agenda Items
August 21, 2024, District Board of Trustees Meeting

The following **Action/Informational** items are submitted for the Board of Trustees' consideration at the August 21, 2024, meeting:

ACTION/INFORMATIONAL AGENDA ITEMS:

- 1. Chief Operating Officer, Dr. Melanie Brown:**
 - a. Information Only: Amendment to SJR State Board Rule 5.32 (R1) Participation in the Florida College System Risk Management Consortium for Employee Insurance Benefits. Note: The new name for Board Rule 5.32 will be Employee Insurance Benefits.
 - b. Action to Approve the FLDOE New Baccalaureate Proposal: BAS Digital Art and Media
 - c. Action to Approve the FLDOE New Baccalaureate Proposal: BAS Performance Design and Production
 - d. Action to Approve the FLDOE New Baccalaureate Proposal: BS Biological Sciences
 - e. Action to Approve the FLDOE New Baccalaureate Proposal: BS ESE
 - f. Action to Approve the FLDOE New Baccalaureate Proposal: BS Social and Human Services
- 2. Personnel, CHRO Chuck Romer:**
 - a. Information Only: SJR State Human Resources Update
- 3. Facilities, AVP Terry Thomas:**
 - a. Action to Award Bid for the Sewer Piping Repair/Replacement Project, Palatka Campus
 - b. Action to Award Modified Plans, Specifications, and Bid for the Site Improvements Project, Palatka Campus

**SJR 5.32 (R2) ~~Participation in the Florida College System Risk Management Consortium for~~
Employee Insurance Benefits**

(New Rule Promulgated 6/01/05; Amended 06/17/20; ~~Amended X/X/2024~~)

Approved 1/18/06

Specific Authorities: ~~FS 1004.735, FS 1001.64(1a), FS 110.123~~

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As ~~permitted~~ required under FS ~~1004.725~~ 110.123, St. Johns River State College ~~may will~~ participate in the Florida ~~Community Colleges' Risk Management Consortium~~ State Group Insurance Program to provide Health Insurance, Life Insurance, Dental Insurance, Vision Insurance, and other supplemental insurance benefits offered through the Division of State Group Insurance and Disability Insurance for its eligible employees. The President and appropriate personnel are directed to publish the benefits, terms and conditions, and other appropriate information necessary for employees to understand their insurance benefits, their insurance options, the out-of-pocket expenses that can be expected, ~~and other such information in the College's Operating Guidelines and Procedures.~~ The Board of Trustees approves the employee insurance program as part of the annual budget process.

SJR 5.32 (R2) Employee Insurance Benefits

(New Rule Promulgated 6/01/05; Amended 06/17/20; Amended X/X/2024)

Approved 1/18/06

Specific Authorities: FS 110.123

As required under FS 110.123, St. Johns River State College will participate in the Florida State Group Insurance Program to provide Health Insurance, Life Insurance, Dental Insurance, Vision Insurance, and other supplemental insurance benefits offered through the Division of State Group Insurance for its eligible employees. The President and appropriate personnel are directed to publish the benefits, terms and conditions, and other appropriate information necessary for employees to understand their insurance benefits, their insurance options, the out-of-pocket expenses that can be expected. The Board of Trustees approves the employee insurance program as part of the annual budget process.



BACCALAUREATE PROPOSAL APPLICATION

Form No. BAAC 02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- ☒ Institution Information
- ☒ Program summary
- ☒ Program description
- ☒ Workforce demand, supply, and unmet need
- ☒ Student costs: tuition and fees
- ☒ Enrollment projections and funding requirements
- ☒ Planning process
- ☒ Program implementation timeline
- ☒ Facilities and equipment specific to program area
- ☒ Library and media specific to program area
- ☒ Academic content
- ☒ Program termination
- ☒ Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	St. Johns River State College
Institution President.	Joe Pickens, J.D

PROGRAM SUMMARY

1.1	Program name.	Digital Art and Media
1.2	Degree type.	<input type="checkbox"/> Bachelor of Science <input checked="" type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	10.0304
1.5	Anticipated program implementation date.	August 2025
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input checked="" type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program: A.S. in Visual Art
1.7	Is the degree program a STEM focus area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	Concentrations: <ul style="list-style-type: none"> • K12 Teaching • Digital Art & Media

PROGRAM DESCRIPTION

2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand, current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.

St. Johns River State College's proposed Bachelor of Applied Science degree in Digital Art and Media will provide students with the skills required to successfully gain employment in the fields of digital design, animation, and multimedia design and production. The program will also have an optional track for those interested in pursuing a career as a teacher in Florida.

The workforce demand for professionals trained in the field of Digital Art and Media is currently not being met, and this gap is projected to continue to grow both within our local region and nationwide. In the College's Workforce Region 8, total job growth in occupations directly related to the Digital Art and Media degree is projected to increase nearly 8.8% from 2023 to 2028. In Region 8, the estimated annual unmet need of graduates is 435, and statewide this number balloons to 2,601 each year. These jobs will have an annualized salary of over \$63,000.

The BAS in Digital Art and Media will provide students instruction in the skills and artistry needed for careers in the emerging fields of graphic design, illustration, visual communication, animation, and gaming design. The degree's curriculum will incorporate upper-level coursework that focuses on digital design, imaging, photography, video and audio production, 3D animation and motion graphics.

The BAS degree will require a total of 120 semester credits and be a 2+2 program articulating from both the Associate in Arts (AA) and Associate in Science (AS) degree. All students will be required to complete a total of 36 credits of general education coursework, 21 credits of required lower-division coursework, 21 credits of lower-division electives (which can be chosen to align with the student's upper-division specialization), 27 credits of required upper-division coursework, and 15 credits of upper-division specialization coursework.

Students entering the program with an AA degree will complete all 36 general education credits and as part of their AA degree; they will then complete 21 credits of lower-division required foundation coursework after acceptance into the BAS program. Similarly, students entering the program with the AS degree will complete 15 of the 36 general education credits and all 21 credits of the lower-division required foundation coursework as part of their AS degree; they will then complete the remaining 21 general education credits after acceptance into the BAS program.

All upper- and lower-division courses and course content will comply with Florida Statutes and Florida State Board of Education Rules.

As part of the initial exploration of potential baccalaureate degree expansion, SJR State surveyed interested community members and current, future, and former SJR State students to determine their career and educational interests. In addition to focusing on local, regional, and state employment data and trends, SJR State has also engaged with advisory board members and industry professionals to ensure the proposed curriculum is in alignment with and will meet the needs of Workforce Region 8 and the state of Florida. St. Johns River State College's baccalaureate in Digital Art and Media is being proposed in response to this feedback and the documented gap between the projected number of open positions and the number of graduates being produced within our region and state.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

Graduates of St. Johns River State College's Bachelor of Applied Science in Digital Art and Media will be prepared for a wide range of in-demand careers in the fields of graphic design, multimedia production, animation, or teaching a visual arts field in a K-12 school. This degree will prepare graduates specifically for employment in target occupations such as visual content creators, multimedia creators, SFX artists and animators, art directors, illustrators, and K-12 teachers. Average annual earnings range from \$55,000 to \$75,000 (see Tables 3.12 and 3.12b).

It is important to note that although this proposed baccalaureate degree is being designed for the residents and employers of the College's tri-county service district, Clay, Putnam, and St. Johns Counties serve as "bedroom communities" for the greater Jacksonville area of Workforce Region 8, and residents of these counties generally anticipate pursuing job opportunities outside of their home county. Furthermore, employers in the greater Jacksonville area count on the residents of Clay, Putnam, and St. Johns Counties to fill vacancies within their organizations. For these reasons, the scope of analysis within this proposal has been broadened beyond SJR State's tri-county service district to include all of Workforce Region 8. Sally Industries, PRI Productions, Fisher Agency, Kinda Wonderful, Crop Media, Dimension Design, Bold City Graphics, David Parrish Design, local news productions, and our local school districts are just a few of the potential employers in our region that will pursue graduates of this proposed degree. Additionally, students will be prepared for other employment opportunities with Disney Imagineering, Universal Studios, and other design, animation, and multimedia companies across the state of Florida.

While the Florida Department of Economic Opportunity (DEO) reports a healthy workforce outlook in Florida for careers in these occupations with a projected growth of approximately 6% statewide and nationally between 2023 and 2031, even greater need is projected within the College's local service district. Data from Lightcast (formerly EMSI) indicates a projected growth of nearly 9% and 459 annual job openings in SJR State's Region 8 (see Table 3.1.2) and an additional 3289 annual job openings throughout the rest of the state for a total of 3748 annual job openings across the state of Florida (see Table 3.1.2b).

Within SJR State's service district of Clay, Putnam, and St. Johns Counties, there is currently no supplier of graduates in this field as there are no public universities and only one private university (Flagler College) that does not offer a baccalaureate degree with concentration in this area. Currently, Florida State College of Jacksonville is the only public institution supplying

graduates in this field within Region 8's six counties (Baker, Clay, Duval, Nassau, Putnam, and St. Johns). Increasing the scope of analysis to the entire state of Florida reveals that the state's public colleges and universities (University of Central Florida, Miami Dade College, University of Florida, Florida State University, Indian River State College, Florida Gulf Coast University) and private colleges and universities (Full Sail University, Ringling College of Art and Design, University of Miami, Lynn University) are only producing an average of 1457 baccalaureate graduates per year in related CIP codes.

As tables 3.1.2, 3.1.3, and 3.1.4 illustrate, the supply of graduates of programs in the field of Digital Arts is not meeting the demand of the workforce, resulting in an unmet need of 435 graduates in Region 8 and 2,601 graduates in the state of Florida per year according to the Lightcast and IPEDS data.

DEMAND: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) EMPLOYMENT PROJECTIONS

3.1.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

No data to report for Table 3.1.1

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/Region	2023	2031	**Level Change	***Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
					Total	0				

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE EMSI (Economic Modeling Specialists International)

3.1.2a The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Art Directors	27-1011	Region 8	251	299	19.12	253	\$36.78	\$76,502	B	B
Special Effects Artists and Animators	27-1014	Region 8	149	179	20.13	1852	\$27.17	\$56,514	B	B
Graphic Designers	27-1024	Region 8	1155	1327	14.89	972	\$27.68	\$57,574	B	B
Camera Operators, Television, Video, and Film	27-4031	Region 8	84	91	8.33	68	\$26.70	\$55,536	B	B
Film and Video Editors	27-4032	Region 8	171	190	11.11	143	\$27.50	\$57,200	B	B
Career/Technical Education Teachers, Middle School	25-2023	Region 8	89	91	2.25	52	\$33.91	\$70,533	B	B
Career/Technical Education Teachers, Secondary School	25-2032	Region 8	618	628	1.62	331	\$32.83	\$68,286	B	B
					Total	459	\$ 30.37	\$ 63,164		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE (EMSI) STATE OF FLORIDA

3.1.2b The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Art Directors	27-1011	Statewide	4692	5451	16.18	4543	\$ 36.44	\$ 75,795	B	B
Special Effects Artists and Animators	27-1014	Statewide	2956	3509	18.71	2966	\$ 28.99	\$ 60,299	B	B
Graphic Designers	27-1024	Statewide	17557	18881	7.54	13153	\$ 27.99	\$ 58,219	B	B
Camera Operators, Television, Video, and Film	27-4031	Statewide	1946	2122	9.04	1575	\$ 28.59	\$ 59,467	B	B
Film and Video Editors	27-4032	Statewide	2869	3298	14.95	2533	\$ 28.90	\$ 60,112	B	B
Career/Technical Education Teachers, Middle School	25-2023	Statewide	742	706	-4.85	401	\$ 31.66	\$ 65,853	B	B
Career/Technical Education Teachers, Secondary School	25-2032	Statewide	9683	8989	-7.17	4811	\$ 30.13	\$ 62,670	B	B
					Total	3748	\$ 30.39	\$ 63,202		

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
FSCJ	10.0304	22	31	16	24	28	24
	Total	22	31	16	24	28	24

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
University of Central Florida	50.0102	574	517	404	309	271	415
Full Sail University	50.0102	287	261	263	266	466	309
Ringling College of Art and Design	10.0304	156	125	151	136	97	133
Miami Dade College	50.0602	74	60	49	57	37	55
University of Miami	50.0602	59	53	49	58	41	52
University of Florida	50.0102	56	53	53	51	46	52
Lynn University	10.0304	32	28	27	30	42	32
Florida State University	50.0602	28	28	30	26	28	28
Indian River State College	10.0304	26	39	39	39	42	37
Florida Gulf Coast University	50.0102	24	17	8	0	0	10
FSCJ	10.0304	22	31	16	24	28	24
	Total	1338	1212	1089	996	1098	1147

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Region 8	Demand	Supply		Range of Estimated Unmet Need	
	(A)	(B)	(C)	(A-B)	(A-C)
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference
DEO Total	0	0	0	0	0
Other Totals	459	22	24	437	435

Florida	Demand	Supply		Range of Estimated Unmet Need	
	(A)	(B)	(C)	(A-B)	(A-C)
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference
DEO Total	0	0	0	0	0
Other Totals	3748	1338	1147	2410	2601

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

Northeast Florida is presently ranked as one of the top five job markets in the nation, generating 5,300 new jobs with almost 4.1 billion dollars in private investment capital (Appendix 1: [JAXUSA Biennial Report](#)). Specific to this proposed degree, with the growth of social media platforms, web-based consumerism, and increased interaction of people and technology-based entertainment, the importance of visual and digital design is more prominent than ever. The role of digital artists has become paramount in shaping the visual identity of businesses and industries. The canvas of the modern world extends beyond physical spaces, finding its expression in websites, videos, and static images that populate the vast landscape of the internet.

The expanding digital landscape is present in all facets of modern society and an outgrowth of new careers and applications for skills in digital arts-related industries can be seen. The skills and creativity of digital artists find applications across various sectors contributing to the growth of industries and companies that rely heavily on visual and digital design. All industries and corporations exist simultaneously as a physical entity and digital presence in websites, videos, and static images. The effectiveness of that digital presence is crafted through the skills and creativity of a digital artist.

Industries such as entertainment, gaming, advertising, and education heavily rely on animation and multimedia artists. These professionals bring characters, stories, and concepts to life through 2D or 3D animations, enriching visual content with dynamic and engaging elements.

The evolving nature of technology and the increasing integration of digital media across industries ensure a diverse array of career paths for individuals with digital arts expertise. Whether in established sectors like marketing and entertainment or emerging fields such as virtual reality and interactive design, the demand for skilled digital artists continues to grow, offering a myriad of exciting and rewarding careers.

In addition to the occupations previously discussed, given that Florida's public school system is the 4th largest school system in the United States with more than 4,000 public schools enrolling almost 3 million students each year (Appendix 2: [Florida Department of Education: Teaching: Recruitment Programs](#)), the existing critical shortage of qualified teachers in Florida, and public school enrollment in Florida projected to increase by nearly 5% over the next ten years (Appendix 3: [National Center for Education Statistics: Table 203.20](#)), the job outlook for public school teachers is predicted to continue to increase.

Although this baccalaureate degree will not be an approved State of Florida Initial Teacher Certification program, it will have an optional pathway that includes 15-credits of upper-level coursework that meet the curricular requirements for alternative teacher certification. Including teacher preparation coursework as part of the baccalaureate degree is intended to provide students with exposure to teaching as a potential career path and provide these students with the confidence and skills necessary to succeed as teachers in their own classrooms. St. Johns River State College's Department of Teacher Education has a long history of successfully supporting students who choose alternative teacher certification, and the department stands ready to support students in this proposed degree pathway.

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

Occupations cited in the demand section of this proposal such as art director, special effects artists and animators, graphic designers, film and video editors, and career/technical education teachers require a baccalaureate degree for career advancement and promotion within the profession because they provide a broader knowledge-base for independent decision-making and problem solving, exceptional communication and analytical skills, and proficient technology skills.

In addition to occupations that require a Bachelor degree or less, there are also occupations that require education above the level of a baccalaureate degree that will be of potential interest to candidates of this proposed degree in Digital Art and Media. Because these occupations require post-baccalaureate, graduate-level, degrees, the occupations have not been included in this analysis. However, graduates of this degree will be prepared for and eligible to continue their study to prepare for professions requiring a Masters degree or higher such as emerging media occupations like advanced animators and visual effects artists, interactive media creators, game designers, and multimedia producers, and St. Johns River State College has begun the process of establishing articulation agreements with institutions in the State University System for this purpose.

3.4 Describe the career path and potential employment opportunities for graduates of the program.

The career paths and potential employment opportunities for graduates of St. Johns River State College's Digital Art and Media baccalaureate degree will encompass a myriad of professions within design, digital production, and multimedia related fields.

In accordance with Florida Statute and Florida Department of Education State Board Rule, St. Johns River State College's Bachelor degrees are all 2 + 2 degrees, so students in this proposed baccalaureate program must first earn either their Associate in Arts (AA) degree or Associate in Science (AS) degree. Students will be able to begin their academic program as early as high school by enrolling in general education courses that lead towards the AA degree through dual enrollment.

Course offerings at both the Associate and Baccalaureate level will be designed to accommodate traditional as well as nontraditional students and will be scheduled with both face-to-face instruction and online courses, enabling students to hold entry-level positions in the field while simultaneously pursuing their baccalaureate degree.

With their earned baccalaureate degree, graduates will be prepared to competitively enter the workforce in a variety of positions and career paths including art direction and design, special effects artists and animators, graphic designers, film and video editors, and career/technical education teachers, and their degree coupled with experience working in the field will also support their promotion into positions with greater scope and leadership.

In addition to preparing students for employment, this baccalaureate degree will prepare students who wish to pursue graduate study for transfer into Masters programs such as a Masters in Digital Arts and Sciences, Digital Media, Studio Art and Design, Digital Arts and Entertainment, Emerging Media, Interactive Entertainment, and/or other graduate studies such as E-Learning Design and Development and Digital Marketing.

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

	Cost per credit hour	Number of credit hours	Total cost
Tuition & Fees for lower division:	\$ 108.00	78	\$ 8,424
Tuition & Fees for upper division:	\$ 124.75	42	\$ 5,240
Tuition & Fees (Total):		120	\$ 13,664

☐ Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college's service district or at each nonpublic institution operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Flagler College (based on posted 2023-24 semester tuition divided by 15 credits)	\$857	120	\$ 102,840
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4	
5.2	Unduplicated headcount enrollment:	6	14	20	28	
5.3	Program Student Credit Hours (Resident)	180	420	600	840	
5.4	Program Student Credit Hours (Non-resident)					
5.5	Program FTE - Resident (Hours divided by 30)	6	14	20	28	
5.6	Program FTE - Non-resident (Hours divided by 30)	0	0	0	0	
5.7	Total Program FTE	6	14	20	28	

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the “Year 1” column in the “Count of Degrees Awarded” row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

		Year 1	Year 2	Year 3	Year 4
6.2	Count of Degrees Awarded	0	4	10	18
6.3	Number of Graduates Employed	0	4	10	17
6.4	Average Starting Salary	N/A	\$65,000	\$65,000	\$65,000

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

	2025-2026	2026-2027	2027-2028	2028-2029	
Program Expenditures:	\$ 21,722.00	\$ 80,226.00	\$ 142,108.00	\$ 152,500.00	
Instructional Expenses	\$19,222	\$75,226	\$137,108	\$147,500	
Operating Expenses	\$2,500	\$5,000	\$5,000	\$5,000	
Capital Outlay	\$0	\$0	\$0	\$0	
Revenue:	\$22,149	\$100,540	\$143,669	\$201,138	
Upper Level - Resident Student Tuition	\$9,363	\$53,973	\$77,103	\$107,945	
Upper Level - Other Student Fees	\$3,362	\$19,351	\$27,686	\$38,761	
Lower Level - Resident Student Tuition	\$ 6,150.00	\$ 19,868.00	\$ 28,382.00	\$ 39,735.00	
Lower Level - Other Student Fees	\$ 2,274.00	\$ 7,348.00	\$ 10,498.00	\$ 14,697.00	
Florida College System Program Funds					
SJR State Auxiliary	\$ 1,000.00				
Carry Forward:		\$ 427.00	\$ 20,887.00	\$ 22,448.00	
Total Funds Available	\$ 22,149	\$ 100,967	\$ 164,556	\$ 223,586	
Total Unexpended Funds (carry forward)	\$ 427	\$ 20,741	\$ 22,448	\$ 71,086	

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

Enrollment in SJR State's baccalaureate degree programs ranges from 48 students in the Early Childhood Education program to 241 in Organizational Management (Appendix 4: [SJR State 2023 College Fact Book, page 22](#)). However, because it will take time to educate students and parents about the career opportunities for students who have a baccalaureate degree in digital media, SJR State conservatively estimates that in year 1, 6 students will enter the proposed Digital Art and Media program and that by year four, 12 new students will enter the program each year.

Given an 80% year-to-year retention rate and a two-year graduation rate of 60%, we project that enrollments will stabilize at a headcount of 28 students by year 4.

Although this program will cater to non-traditional students, based upon the enrollment demographics of the feeder Associate programs, a more traditional student population preparing for direct entry into the workforce is anticipated, and students in the program are projected to average 30 credits per year.

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

All necessary equipment, hardware, software, facilities, library resources, etc. are already in place to support the College's feeder Associate program. Consequently, it is not anticipated that there will be capital outlay or significant operating expenses for supplies and materials.

Instructional expenses in year 1 include additional overload and adjunct salary for the 5 new courses offered in year 1. In year 2, the addition of a full-time terminal degree faculty member is budgeted, as is additional overload and adjunct salary due to the addition of 8 new courses in year 2 and overall enrollment projections. In year 3, the addition of a second full-time terminal degree faculty member is budgeted.

Also included in the budgeted instructional expenses is a portion of the salary for one new full-time terminal degree teacher education faculty member to be hired in year one. The teaching load of this position will be shared between the Exceptional Student Education program and four of the College's non-education Bachelor degree programs that include a track with 15-credits of upper-division education courses, digital art and media being one of those four degree programs. Eighty percent (80%) of the salary and benefits of this full-time position has been charged to the ESE program, while the remaining 20% has been budgeted in the four non-education Bachelor degree programs at 5% each. That 5% is included in table 7.1 of this proposal.

Revenue projections are based on a 30%-70% split between lower-division credits and upper-division credits, as baccalaureate students will be required to take 18 credits of lower-division coursework and 42 credits of upper-division coursework to complete the last two years of the baccalaureate program. Because the program is intended to serve the residents of our service district and state, and given that the enrollment in SJR State's existing Bachelor degrees is 96% Florida residents, significant enrollment of non-resident students is not anticipated.

During year 1, SJR State will utilize funds generated through the College's auxiliaries to fund program expenditures that exceed the revenue generated through new tuition. The program is anticipated to become self-supporting in year 2.

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

Date	Activity
11/3/2023	In response to discussion with and amongst faculty, community stakeholders, and students, on November 3, 2023, a group of faculty and academic leadership met to develop several workgroups to explore the expansion of SJR State baccalaureate degree programs. Items to be discussed by the workgroups include the top occupations in SJR State's service district and Region 8, the average number of available jobs, the typical entry-level education required, and the unmet graduate need. (Appendix 5: 11/3/2023 Data Presentation from Program Development Exploration Meeting)
Nov 2023	SJR State surveyed its current students regarding their interest in pursuing a baccalaureate degree in Animation and Theater Technology at SJR State. Survey results indicated 8% of respondents were interested in Animation and 5% interested in Theater Technology. (Appendix 6: "Shaping SJR State's Future: A Survey on Academic and Athletic Interests" Results)
11/17/2023	After examining the data and determining it reflected a local need for baccalaureate graduates in the field of design and production that included the skills aligned with technical theatre, department faculty and leadership voted to explore the development of a baccalaureate degree and submitted to College Administration an email of intent to begin the process of exploring curriculum and program development. (Appendix 7: November 2023 Faculty Meeting Minutes)
11/15/2023	During the President's Cabinet Meeting, SJR State's President, Vice Presidents, and senior leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the President's Cabinet indicated support for the potential program. (Appendix 8: 11/15/2023 President's Cabinet Discussion)
12/6/2023	Dr. Brown shared with the SJR State Board of Trustees the faculty workgroup's baccalaureate degree development efforts. The data, next steps, and timeline were discussed. During this meeting, the Board of Trustees voted to approve the continued development of the Bachelor in Digital Art and Media with a targeted implementation of Fall 2025. (Appendix 9: 12/6/2023 Board of Trustees Meeting Minutes)
12/11/2023	During the December faculty department meeting the data and program and curriculum research that had been completed by the workgroup was discussed and the faculty voted to approve the continued development of the Bachelor in Digital Art and Media with a targeted implementation of Fall 2025. (Appendix 10: December 2023 Faculty Meeting Minutes)

January 2024	Faculty begin to develop the curriculum, pathways to degree, course descriptions, and course outlines for the proposed Baccalaureate degree in Digital Art and Media.
3/1/2024	The department's faculty voted to approve the submission of the Notice of Intent (NOI) and continued development of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 11: 3.1.2024 Faculty Meeting Notes)
3/28/2024	The members of the President's Cabinet reviewed the NOI and indicated support of its submission to IPC and continued development of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 12: 3.28.2024 President's Cabinet Support of NOI Submission)
4/2/2024	SJR State IPC approved the NOI and continued development of the BAS in Digital Art and Media with a targeted implementation of Fall 2025. (Appendix 13: IPC Minutes 4.2.2024)
4/17/2024	Board of Trustees approved the NOI for the Bachelor in Digital Art and Media with a targeted implementation of Fall 2025. (Appendix 14: 4.17.2024 SJR State Board of Trustees Meeting Minutes)
4/17/2024	NOI Submitted to the Florida Department of Education.
5/16/2024	The department's faculty voted to approve the curriculum of the BAS in Digital Art and Media with a targeted implementation of Fall 2025. . (Appendix 15: May 2024 Faculty Meeting Minutes)

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

Date	Activity
Nov 2023	SJR State surveyed community members and local employers regarding potential baccalaureate program expansion. Survey results indicated that they were interested in Animation and 5% interested in Theater Technology. (Appendix 18: November 2023 SJR State Baccalaureate Expansion Survey)
11/14/2023	During the Florida School of the Arts Advisory Board Meeting, leadership shared with advisory board members the data, next steps, and timeline of the baccalaureate degree development efforts. Five new members in various professional production and design related fields were introduced to the board during this meeting. During this meeting, the members of the advisory board indicated by formal vote their support for the potential program. (Appendix 19: Fall 2023 Advisory Board Meeting) (Appendix 20: 2023-2024 Florida School of the Arts Advisory Board Member List)
3/14/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Putnam County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Kristin Carroll (PCSD Administrator of Certification, Recruitment, Novice Teacher Program, Instructional Experience, Intern Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Kristin Carroll and Executive Director of Human Resources Tonya Whitehurst. (Appendix 21: 3.14.2024 Putnam County School District & SJR State Email)
3/26/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the St. Johns County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Parker Raimann (SJCSO Director of Instruction Personnel) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Parker Raimann and Associate Superintendent of Human Resources Wayne King. (Appendix 22: 3.26.2024 St. Johns County School District & SJR State Email)
3/27/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Clay County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Samantha Wright (CCSD Supervisor of Certified Teacher Placement) indicated the School District's support of the proposal and vowed that the District would continue to

	serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State’s Dawn Boles followed up the conversation with an email to Ms. Wright providing additional information. Appendix 23: 3.27.2024 Clay County School District & SJR State Email)
April 2024 – May 2024	<p>SJR State received letters of support for its baccalaureate development efforts from the Clay, Putnam, and St. Johns County community (Appendix 24):</p> <ul style="list-style-type: none"> a. Clay County Board of County Commissioners b. Putnam County Board of County Commissioners c. St. Johns County Board of County Commissioners d. CareerSource Northeast Florida e. Clay Florida Economic Development Corporation f. Clay Electric Cooperative, Inc. g. Putnam County Chamber of Commerce h. Putnam County Chamber of Commerce Economic Development Council i. Putnam County Sheriff’s Department
May 2024	<p>SJR State received letters of support for its baccalaureate development efforts from local Superintendents of Schools (Appendix 25):</p> <ul style="list-style-type: none"> a. Clay County Superintendent of Schools b. Putnam County Superintendent of Schools c. St. Johns County Superintendent of Schools

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.

9.3 Florida's Academic Program Pre-Proposal Recognition System (APPRiSe)

3/13/2024: SJR State submitted a posting in Florida's Academic Program Pre-Proposal Recognition System (APPRiSe) to notify all post-secondary institutions statewide that the College is considering developing a baccalaureate degree in Digital Art and Media and provide advance opportunity for discussion and collaboration. There were no responses posted within APPRiSe prior to the closing of the comment window on 4/26/2024. (Appendix 26: SJRSC - APPRiSe Submission Receipt BAS Digital Art and Media)

9.3.1 Public Universities in College's Service District

NA--No public universities have facilities in the College's service district.

9.3.2 Regionally Accredited Institutions in College's Service District

4/5/2024: SJR State's President shared information via email in advance and on 4/5/2024 spoke via phone with Flagler College's President about SJR State's proposal. During this call, President Delaney shared that Flagler College did not object to the proposal and wished SJR State the best in its efforts. (Appendix 27: 4.5.2024 Communication between SJR State President & Flagler College President)

9.3.3 Institutions outside of College's Service District

3/25/2024: SJR State's President spoke with Florida State College at Jacksonville's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 28: Communication between SJR State President & FSCJ President)

3/25/2024: SJR State's President spoke with Daytona State College's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 29: Communication between SJR State President & Daytona State College President)

PROGRAM IMPLEMENTATION TIMELINE		
10.1	Indicate the date the notice was initially posted in APPRiSe.	March 13, 2024
10.2	Indicate the date of District Board of Trustees approval.	April 17, 2024
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	April 17, 2024
10.4	Indicate the date the completed proposal was submitted to DFC.	July 26, 2024
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	September 2024
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	January 2025
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	NA
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2025

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

St. Johns River State College has campuses in Orange Park, Palatka, and St. Augustine, and these campuses are equipped with traditional classrooms, appropriately equipped laboratory space, computer labs, and other instructional spaces, in addition to full-service libraries, tutoring centers, and other academic and student services. Online and hybrid courses use the learning management system Canvas.

The proposed Bachelor in Digital Art and Media will be offered through a combination of online and on-campus courses. As part of their baccalaureate studies, students will have class on-campus in traditional classrooms and computer labs using a variety of existing specialized equipment: Mac minis (22) with Adobe CS and TVPaint and Wacom Cintiq tablets (6) for digital drawing and animation, lighting, audio, and video camera equipment.

The availability of classroom space and spaces dedicated to academic and student support services on all three SJR State campuses is sufficient to accommodate the addition of this proposed baccalaureate degree.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

No new facilities will be needed for this program.

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 Describe the existing library and media resources that will be utilized for the program.

St. Johns River State College has three campus libraries each of which features a robust collection of print and digital materials supporting the curriculum. Each campus library has two librarians on staff who hold master's degrees in library science from ALA accredited institutions and employs several professional and support staff members with varying, appropriate credentials. Each campus library is open 65 hours per week in the fall and spring semesters and 56 hours per week in the summer. The library is open from 8:00 a.m. to 9:00 p.m. Monday – Thursday, Friday from 8:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m. In the summer, the College is closed on Fridays. Saturday hours are provided at each location before finals week. The library provides a space and atmosphere conducive to study and research. In addition to a variety of seating areas for studying, each campus library provides computers for student use. These computers are maintained by the College's IT department and are outfitted with programs for which the College has site licenses.

SJR State's Learning Resources include:

- Library resources (data captured 5/16/2024):
 - 65,970 books (unique volume count)
 - 264,990 eBooks
 - 7,555 DVDs (unique volume count)
 - 43,693 streaming videos
 - 35,303 online periodicals
 - 142 online database subscriptions
- Educational technology, high-speed internet, and WiFi for current students, faculty, and staff
- Tutoring services in-person and online
- Research assistance in-person and online
- Class instruction and outreach by faculty request
- Academic support workshops

Discipline-specific resources currently in the SJR State Library collection that support the BAS in Digital Art and Media include:

- 665 print book titles
- 2,769 eBook titles
- 67 online periodicals
- 5,925 streaming videos and DVDs
- 21 online databases
- A discipline specific research guide (Appendix 30: [Florida School of the Arts Library Resource Guide](#))

Additional books, journals and databases will be added as needed and upon request from faculty to support curricular needs.

Students access library and learning resources online via the Learning Resources web site (Appendix 31: [Learning Resources website](#)); a link to this web site is provided on the College home page and in multiple places on MySJRstate (the College's student and faculty portal). Single sign-on protocols allow students to access the library's resources using the same username and password used to login to MySJRstate. Students are automatically granted access to the library's resources upon registering for classes.

The library's physical collections, streaming videos, and eBooks are discoverable through Ex Libris' discovery platform, Primo (Appendix 32: [SJR State's Library's Ex Libris' discovery platform Primo](#)). The "Library Catalog" link in the header of the Learning Resources web site gives students easy access to Primo. Primo is the statewide union catalog of Florida's public colleges and university system libraries and SJR State maintains a reciprocal borrowing agreement with all Florida College System (FCS) and State University System (SUS) libraries.

Using Primo's request feature, Uborrow (Appendix 33: [SJR State's Library's Primo's request feature Uborrow](#)), students can check out items from any SJR State campus and have them delivered to their nearest campus library for pickup and return. Additionally, students can use Uborrow to request books, media, and articles from any state college or university library; items are shipped directly to their selected campus library for student pick-up and students may return the material to any campus library. To provide access to resources available nationally, the library provides inter-library loan services through Worldcat Discovery (Appendix 34: [SJR State's Inter-Library Loan Services through Worldcat Discovery](#)) at no cost to students or faculty.

Students are made aware of the library and learning/information resources available to them through classroom outreach visits and instructional sessions provided by Learning Resources staff and faculty on-campus, off-site, and online. Library faculty provide instructional services in all modalities to help students develop the critical set of skills needed to find, retrieve, analyze, and use information. Instructional services are provided in required courses and gateway courses such as English composition, but is provided to all courses, upon faculty request, and will be available to BAS faculty and students.

Instructional services provided by library faculty include:

- Face-to-face course related instruction, which includes lecture sessions, orientation sessions and tours.
- In-person, one-on-one reference, and online database research consultations, in the library and online via chat or video conference.
- Creation of course-related research guides.
- Creation of online instructional guides for program-specific resources.

SJR State assigns a liaison librarian to provide additional support for Florida School of the Arts programs.

Students can get on-demand help using library resources during all hours of library operation in-person or online via the library's chat service (Appendix 35: [SJR State's Library Chat Service](#)). The chat service is embedded as a widget on every Learning Resources web site page and is a text box on the Library Help web page. Extended chat support is provided on weekends through the statewide Ask-A-Librarian service which students access from any link to the library's chat service.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The SJR State Library regularly updates its collection in alignment with student, faculty, and programmatic needs. New library and media resources will not be needed to implement this program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

Students seeking admission to the Bachelor degree in Digital Art and Media must submit an application for admission to the College, complete an online orientation course, and comply with the College's general admissions procedures.

Admission to the program will be open to applicants during the Fall, Spring, and Summer terms who have a cumulative GPA of 2.0 or higher and have completed an Associate in Arts or an Associate in Science in Visual Art or a higher degree from an accredited institution. All general education coursework must be completed with a grade of "C" or higher. There are no pre-requisite courses required prior to admission. Submission of official transcript(s) is required prior to program acceptance.

SJR State will be adding this program to current 2+2 agreements and pursuing additional transfer agreements with other institutions as deemed appropriate to allow students with AS degrees from other colleges to matriculate seamlessly into the Bachelor degree in Digital Art and Media. Matriculation of students with an earned AA or higher degree will follow standard transfer practices.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

During the 2023-2024 academic year, 100% percent of the SJR State full time faculty and 66% percent of the adjuncts teaching in the visual arts department have a terminal degree in the field. It is estimated that 100% of upper division courses in the proposed Bachelor degree in Digital Art and Media will be taught by faculty with a terminal degree.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
6:1	8:1	10:1

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

No specialized program accreditation is required or will be sought.

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).
--

Florida State College at Jacksonville, Ringling College of Art and Design, and Indian River State College offer Bachelor of Applied Science Degrees in Digital Media in CIP 10.0304. There are no specified common prerequisites for this major.
--

13.6 Describe any proposed revisions to the established common prerequisites for this CIP (and track, if any).
--

<input checked="" type="checkbox"/> My institution does not anticipate proposing revisions to the common prerequisite manual.

<input type="checkbox"/> My institution does anticipate proposing revisions to the common prerequisite manual, as summarized below.

13.7 The Excel spreadsheets below are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1	Program of Study for Students with A.A. Degree	
Term 1 Fall	Course Title	Credit Hours
ART 1300C	Drawing I (elec)	3
ART 1201C	Two Dimensional Design (elec)	3
DIG 1000	Introduction to Digital Media (elec)	3
DIG 3253C	Digital Media Audio Production (pc)	3
GRA 3001	Visual Communication (pc)	3
	Total Term Credit Hours	15
Term 2	Course Title	Credit Hours
ART 1301C	Drawing II (elec)	3
PGY 1800	Photographic Techniques (elec)	3
GRA 3XXX	Multimedia Video Production (pc)	3
GRA 3154C	Illustration Concepts and Techniques (pc)	3
GRA 3209	Applied Typography (pc)	3
	Total Term Credit Hours	15
Term 3	Course Title	Credit Hours
ARH 2051	Art History II (elec)	3
PGY 3204	Digital Video Production Lighting (pc)	3
	Total Term Credit Hours	6
Term 4	Course Title	Credit Hours
DIG 3XXX	Imagery in Motion (pc)	3
CAP 3052C	Game Design I (conc)	3
DIG 3354C	3D Character Design (conc)	3
GRA 3523C	Web Design (pc)	3
	Total Term Credit Hours	12
Term 5	Course Title	Credit Hours
DIG 4359C	Artificial Environments (conc)	3
DIG 4354C	Advanced Animation Techniques (conc)	3
CAP 4056C	Game Design II (conc)	3
DIG 4XXX	Senior Capstone Seminar (pc)	3
	Total Term Credit Hours	12
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.7.2	Program of Study for Students with A.S. Degree	
Term 1	Course Title	Credit Hours
SLS 1122	Academic Pathways (ge)	3
	Social Science (ge)	3
	Natural Science (ge)	3
DIG 3253C	Digital Media Audio Production (pc)	3
GRA 3001	Visual Communication (pc)	3
	Total Term Credit Hours	15
Term 2	Course Title	Credit Hours
ENC 1102	English Composition II (ge)	3
	Math (ge)	3
GRA 3XXX	Multimedia Video Production (pc)	3
GRA 3154C	Illustration Concepts and Techniques (pc)	3
GRA 3209	Applied Typography (pc)	3
	Total Term Credit Hours	15
Term 3	Course Title	Credit Hours
	Communications LIT (ge)	3
PGY 3204	Digital Video Production Lighting (conc)	3
	Total Term Credit Hours	6
Term 4	Course Title	Credit Hours
DIG 3XXX	Imagery in Motion (pc)	3
CAP 3052C	Game Design I (conc)	3
DIG 3354C	3D Character Design (conc)	3
GRA 3523C	Web Design (pc)	3
	Total Term Credit Hours	12
Term 5	Course Title	Credit Hours
DIG 4359C	Artificial Environments (conc)	3
DIG 4354C	Advanced Animation Techniques (conc)	3
CAP 4056C	Game Design II (conc)	3
DIG 4XXX	Senior Capstone Seminar (pc)	3
	Total Term Credit Hours	12
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- ☐ Limited Access
- ☐ Restricted Access
- ☒ N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

If the Bachelor in Digital Art and Media is terminated in the future, the College will work with all admitted students to find alternative paths for program completion, including facilitating transfers into programs at other institutions and a minimum teach-out period of two years.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

Appendix 1: [JAXUSA Biennial Report](#)

Appendix 2: [Florida Department of Education: Teaching: Recruitment Programs](#)

Appendix 3: [National Center for Education Statistics: Table 203.20](#)

Appendix 4: [SJR State 2023 College Fact Book, page 22](#)

Appendix 5: 11/3/2023 Data Presentation from Program Development Exploration Meeting

Appendix 6: “Shaping SJR State's Future: A Survey on Academic and Athletic Interests” Results

Appendix 7: November 2023 FloArts Faculty Meeting Minutes

Appendix 8: 11/15/2023 President’s Cabinet Discussion

Appendix 9: 12/6/2023 Board of Trustees Meeting Minutes

Appendix 10: December 2023 FloArts Faculty Meeting Minutes

Appendix 11: 3.1.2024 FloArts Faculty Meeting Notes

Appendix 12: 3.28.2024 President’s Cabinet Support of NOI Submission

Appendix 13: IPC Minutes 4.2.2024

Appendix 14: 4.17.2024 SJR State Board of Trustees Meeting Minutes

Appendix 15: May 2024 FloArts Faculty Meeting Minutes

Appendix 18: November 2023 SJR State Baccalaureate Expansion Survey

Appendix 19: Fall 2023 Advisory Board Meeting

Appendix 20: 2023-2024 Florida School of the Arts Advisory Board Member List

Appendix 21: 3.14.2024 Putnam County School District & SJR State Email

Appendix 22: 3.26.2024 St. Johns County School District & SJR State Email

Appendix 23: 3.27.2024 Clay County School District & SJR State Email

Appendix 24: Letters of Support

- a. Clay County Board of County Commissioners
- b. Putnam County Board of County Commissioners
- c. St. Johns County Board of County Commissioners
- d. CareerSource Northeast Florida
- e. Clay Florida Economic Development Corporation
- f. Clay Electric Cooperative, Inc.
- g. Putnam County Chamber of Commerce
- h. Putnam County Chamber of Commerce Economic Development Council
- i. Putnam County Sheriff’s Department

Appendix 25: Letters of Support from the Superintendents of Schools

- a. Clay County Superintendent of Schools
- b. Putnam County Superintendent of Schools
- c. St. Johns County Superintendent of Schools

Appendix 26: SJRSC - APPRiSe Submission Receipt BAS Performance Design and Production

Appendix 27: 4.5.2024 Communication between SJR State President & Flagler College President

Appendix 28: Communication between SJR State President & FSCJ President
Appendix 29: Communication between SJR State President & Daytona State College President
Appendix 30: [Florida School of the Arts Library Resource Guide](#)
Appendix 31: [Learning Resources website](#)
Appendix 32: [SJR State's Library's Ex Libris' discovery platform Primo](#)
Appendix 33: [SJR State's Library's Primo's request feature Uborrow](#)
Appendix 34: [SJR State's Inter-Library Loan Services through Worldcat Discovery](#)
Appendix 35: [SJR State's Library Chat Service](#)

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

St. Johns River State College's proposed Bachelor in Digital Art and Media did not receive any objections to or alternative proposals from other postsecondary institutions.



BACCALAUREATE PROPOSAL APPLICATION

Form No. BAAC 02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- ☒ Institution Information
- ☒ Program summary
- ☒ Program description
- ☒ Workforce demand, supply, and unmet need
- ☒ Student costs: tuition and fees
- ☒ Enrollment projections and funding requirements
- ☒ Planning process
- ☒ Program implementation timeline
- ☒ Facilities and equipment specific to program area
- ☒ Library and media specific to program area
- ☒ Academic content
- ☒ Program termination
- ☒ Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	St. Johns River State College
Institution President.	Joe Pickens, J.D

PROGRAM SUMMARY

1.1	Program name.	Performance Design and Production
1.2	Degree type.	<input type="checkbox"/> Bachelor of Science <input checked="" type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	50.0101
1.5	Anticipated program implementation date.	August 2025
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input checked="" type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program: A.S. in Theater Technology A.S. in Stage Management
1.7	Is the degree program a STEM focus area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	Concentrations: <ul style="list-style-type: none"> • K12 Teaching • Performance Design and Production

PROGRAM DESCRIPTION

2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand, current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.

St. Johns River State College's proposed Bachelor of Applied Science degree in Performance Design and Production will provide students with the skills required to successfully gain employment in the areas of audio design and engineering, projection and lighting technology, video editing, design and construction technology, theme park production, cruise ship production, and production management. The program will also have an optional track for those interested in pursuing a career as a teacher in Florida.

The workforce demand for professionals trained in the field of design and production is currently not being met, and this gap is projected to continue to grow both within our local region and nationwide. In the College's Workforce Region 8, total job growth in occupations directly related to the design and production degree will increase nearly 5.8% from 2023 to 2028. The estimated annual unmet need of graduates is 171, and these jobs will have an annualized salary of \$62,853. Statewide, total job growth will increase nearly 5.9% from 2023-2028, the estimated annual unmet need of graduates is 2,802, and these jobs will have an annualized salary of \$62,820.

The BAS in Performance Design and Production will provide students instruction in the skills of live performance-based design and construction, stage mechanics, garment construction, projection and lighting technology, project management, audio production, and video editing. Students will gain knowledge and skills needed to work as a member of a team and as a freelance designer and technologist. The degree's curriculum incorporates upper-level coursework that focuses on career development, design and construction technology, and video and audio production.

The BAS degree will require 120 semester credits and provide an articulation pathway for both Associate in Arts (AA) and Associate in Science (AS) students. All students will be required to complete a total of 36 credits of general education coursework, 18 credits of required lower-division coursework, 24 credits of lower-division electives (which can be chosen to align with the student's upper-division specialization), 27 credits of required upper-division coursework, and 15 credits of upper-division specialization coursework.

Students entering the program with an AA degree will complete all 36 general education credits as part of their AA degree; they will then complete 21 credits of lower-division required foundation coursework after acceptance into the BAS program. Similarly, students entering the program with the AS degree will complete 15 of the 36 general education credits and all 21

credits of the lower-division required foundation coursework as part of their AS degree; they will then complete the remaining 21 general education credits after acceptance into the BAS program.

All upper- and lower- division courses and course content will comply with Florida Statutes and Florida State Board of Education Rules.

As part of the initial exploration of potential baccalaureate degree expansion, SJR State surveyed interested community members and current, future, and former SJR State students to determine their career and educational interests. In addition to focusing on local, regional, and state employment data and trends, SJR State has also engaged with advisory board members and industry professionals to ensure the proposed curriculum is in alignment with and will meet the needs of Workforce Region 8 and the state of Florida. St. Johns River State College's baccalaureate in Performance Design and Production is being proposed in response to this feedback and the documented gap between the projected number of open positions and the number of graduates being produced within our region and state.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

Graduates of St. Johns River State College's Bachelor of Applied Science in Performance Design and Production will be prepared for a wide range of in-demand careers in the field of audio technology, projection and lighting technology, video editing, design and construction technology, theme park production, cruise ship production, production management, and career/technical education. This degree will prepare graduates specifically for employment in target occupations such as lighting technician, audio technician, set and exhibit designer, costume/fashion designer, lighting designer, sound designer, projection designer, makeup artist, technical director, stage constructionist, producer, director, visual content creators, multimedia creators, and performance constructionists, and K-12 design and production teachers. Average annual earnings range from \$61,000 to \$66,000 (see Tables 3.1.2.a and 3.1.2.b).

It is important to note that although this proposed baccalaureate degree is being designed for the residents and employers of the College's tri-county service district, Clay, Putnam, and St. Johns Counties serve as "bedroom communities" for the greater Jacksonville area of Workforce Region 8, and residents of these counties generally anticipate pursuing job opportunities outside of their home county. Furthermore, employers in the greater Jacksonville area count on the residents of Clay, Putnam, and St. Johns Counties to fill vacancies within their organizations. For these reasons, the scope of analysis within this proposal has been broadened beyond SJR State's tri-county service district to include all of Workforce Region 8. AVL Productions, PRI Productions, Sight and Sound Productions, Alhambra Theatre and Dining, IATSE (International Alliance of Theatrical Stage Employees) local 115, St. Augustine Amphitheatre, Thrasher Horne Center, and our local school districts are just a few of the potential employers in our region that will pursue graduates of this proposed degree. Additionally, students will be prepared for other employment opportunities with Universal Studios, Busch Gardens, The Walt Disney Company, Legoland, 4Wall Orlando, MBS Equipment Company, MTI Sound, Lighting and Staging, PRG Orlando, Zenith Lighting, Orlando Family Stage, Orlando Shakes, Asolo Repertory Theatre, and regional theatres and production companies across the state of Florida.

The Florida Departments of Economic Opportunity (DEO) reports a healthy workforce outlook in Florida for careers in these occupations with a projected growth of approximately 7% statewide and nationally between 2023 and 2031. Data from Lightcast (formerly EMSI) mirrors that projected growth of nearly 7% with 331 annual job openings in SJR State's Region 8 (see Table 3.1.2.a) and nearly 7.5% statewide with an additional 5846 jobs openings for a total of 6,177 annual job openings across the state of Florida (see Table 3.1.2.b).

Within SJR State's six-county service Region 8, there are two private universities, Flagler College and Jacksonville University, and one public university, University of North Florida, supplying an average of 55 graduates a year into this field. Increasing the scope of analysis to the state of Florida reveals that the colleges and universities (University of West Florida, Florida Atlantic University, University of South Florida, Florida International University, Florida State University, University of Florida, University of Central Florida, The University of Tampa, Eckerd College, Florida Southern College, Southeastern University, Lynn University) are only producing an average of 350 baccalaureate graduates per year in related CIP codes.

As tables 3.1.2, 3.1.3, and 3.1.4 illustrate, the supply of graduates of programs in the field of Performance Design and Production is not meeting the demand of the workforce, resulting in an unmet need of 257 graduates in Region 8 and 5,443 graduates in the state of Florida per year according to the Lightcast and IPEDS data.

DEMAND: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) EMPLOYMENT PROJECTIONS

3.1.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

No data to report for Table 3.1.1

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/Region	2023	2031	**Level Change	***Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
					Total	0				

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE EMSI (Economic Modeling Specialists International)

3.1.2a The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Fine Artists, Including Painters, Sculptors, and Illustrators	27-1013	Region 8	364	476	30.77	424	\$ 17.01	\$ 35,381	B	B
Artists and Related Workers, All	27-1019	Region 8	112	117	4.46	92	\$ 26.48	\$ 55,078	NR	NR
Fashion Designers	27-1022	Region 8	63	70	11.11	54	\$ 31.60	\$ 65,728	B	B
Set and Exhibit Designers	27-1027	Region 8	147	146	-0.68	98	\$ 28.05	\$ 58,344	B	B
Designers, All Other	27-1029	Region 8	247	259	4.86	172	\$ 33.42	\$ 69,514	B	B
Actors	27-2011	Region 8	296	331	11.82	322	\$ 31.35	\$ 65,208	SC	SC
Producers and Directors	27-2012	Region 8	437	445	1.83	317	\$ 34.33	\$ 71,406	B	B
Music Directors and Composers	27-2041	Region 8	272	288	5.88	242	\$ 33.01	\$ 68,661	B	B
Audio and Video Technicians	27-4011	Region 8	315	333	5.71	250	\$ 25.86	\$ 53,789	PS	PS
Lighting Technicians	27-4015	Region 8	17	18	5.88	14	\$ 26.94	\$ 56,035	HS	HS
Makeup Artists, Theatrical and	39-5091	Region 8	12	15	25.00	21	\$ 63.96	\$ 133,037	PS	PS
Audiovisual Equipment Installers	49-2097	Region 8	124	126	1.61	102	\$ 25.47	\$ 52,978	PS	PS
Career/Technical Education Teachers, Middle School	25-2023	Region 8	89	91	2.25	52	\$ 33.91	\$ 70,533	B	B
Career/Technical Education Teachers, Secondary School	25-2032	Region 8	618	628	1.62	331	\$ 32.83	\$ 68,286	B	B
					Total	311	\$ 31.73	\$ 65,998		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE (Light Cast) Florida

3.1.2.b The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Fine Artists, Including Painters, Sculptors, and Illustrators	27-1013	Statewide	6309	7970	26.33	6976	\$ 17.57	\$ 36,546	B	B
Artists and Related Workers, All	27-1019	Statewide	1192	1257	5.45	983	\$ 20.83	\$ 43,326	NR	NR
Fashion Designers	27-1022	Statewide	1161	1312	13.01	1040	\$ 31.66	\$ 65,853	B	B
Set and Exhibit Designers	27-1027	Statewide	967	970	0.31	675	\$ 28.55	\$ 59,384	B	B
Designers, All Other	27-1029	Statewide	2845	2997	5.34	2008	\$ 37.40	\$ 77,792	B	B
Actors	27-2011	Statewide	10544	11542	9.47	11198	\$ 31.50	\$ 65,520	SC	SC
Producers and Directors	27-2012	Statewide	8937	9854	10.26	7137	\$ 37.82	\$ 78,666	B	B
Music Directors and Composers	27-2041	Statewide	3602	4034	11.99	3421	\$ 33.83	\$ 70,366	B	B
Audio and Video Technicians	27-4011	Statewide	5952	6410	7.69	4857	\$ 24.55	\$ 51,064	PS	PS
Lighting Technicians	27-4015	Statewide	1123	1149	2.32	861	\$ 24.79	\$ 51,563	HS	HS
Makeup Artists, Theatrical and	39-5091	Statewide	457	512	12.04	695	\$ 39.04	\$ 81,203	PS	PS
Audiovisual Equipment Installers	49-2097	Statewide	2095	2078	-0.81	1701	\$ 23.28	\$ 48,422	PS	PS
Career/Technical Education Teachers, Middle School	25-2023	Statewide	742	706	-4.85	401	\$ 31.66	\$ 65,853	B	B
Career/Technical Education Teachers, Secondary School	25-2032	Statewide	9683	8989	-7.17	4811	\$ 30.13	\$ 62,670	B	B
					Total	5846	\$ 29.47	\$ 61,302		

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS DATA CENTER

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
Flagler College (Region 8 / FL)	50.0501	14	13	11	18	12	14
Jacksonville University (Region 8 / FL)	50.0501	13	14	10	21	11	14
University of North Florida (Region 8 / FL)	50.0903	22	28	26	30	28	27
University of West Florida (FL)	50.0501	17	12	22	22	18	18
Florida Atlantic University (FL)	50.0501	20	16	31	11	16	19
University of South Florida (FL)	50.0501	25	28	35	20	37	29
Florida International University (FL)	50.0501	33	36	37	21	31	32
Florida State University (FL)	50.0501	55	86	69	60	90	72
University of Florida (FL)	50.0501	66	57	43	52	43	52
University of Central Florida (FL)	50.0501	94	83	80	94	81	86
The University of Tampa (FL)	50.0101	23	21	16	13	11	17
Eckerd College (FL)	50.0101	16	12	17	11	10	13
Florida Southern College (FL)	50.0509	5	15	8	10	5	9
Southeastern University (FL)	50.0101	4	2	2	1	0	2
Lynn University (FL)	50.0101	3	0	0	0	0	1
	Total	410	423	407	384	393	403

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

	Demand	Supply		Range of Estimated	
	(A)	(B)	(C)	(A-B)	(A-C)
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference
DEO Total (Service District)	0	0	0	0	0
Light Cast Total (Region 8)	311	49	54	262	257
Light Cast Total (Florida)	5846	410	403	5436	5443

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

Northeast Florida is presently ranked as one of the top five job markets in the nation, generating 5,300 new jobs with almost 4.1 billion dollars in private investment capital ([Appendix 1](#)). Specific to this proposed degree, with the growth of businesses, communities and residents to the area comes an increased need for skilled, trained graduates prepared to fill entertainment-based design and production jobs.

Florida is home to numerous live events, concerts, and festivals throughout the year, drawing both local, national, and international performers. Convention centers and event venues host a wide range of corporate events, trade shows, and conventions. Within Duval, Clay, and St. Johns counties alone there are eight live event venues that regularly welcome musicians, comedians, and touring shows for adults and children. Production designers, stage managers, lighting technicians, riggers, and audio engineers play vital roles in creating the audience experience for these events.

Florida's theme park and cruise industries lead the nation and Orlando serves as a hub for performance design and production-based jobs in this field. These industries continually invest in attractions, shows, and experiences, creating a demand for professionals in set design and construction, costume design and construction, lighting design and technology, lighting technicians, sound design and technology, sound engineering, stagehands, wardrobe crew, stage management, production management, and company management.

Cities like Jacksonville, Miami, and Orlando have a thriving film and television industry, serving as popular filming locations. Productions ranging from movies and TV shows to commercials and music videos require skilled professionals in set construction, prop design, costume creation, lighting, and production management.

Florida also boasts a rich theater scene, with professional theaters and touring productions offering opportunities for performers, designers, and production staff.

With the expansion of digital platforms and websites driving consumerism, the evolution of performance design and production jobs within corporate industries and companies play a crucial role in shaping how society consumes entertainment and, in turn, drives consumerism. Individuals with skills in creative direction, experiential design, and video production can apply their skills to a number of emerging areas of marketing and advertising. As the areas of employment for these design and production skills evolve, an array of exciting and rewarding career paths will develop.

In addition to the occupations previously discussed, given that Florida's public school system is the 4th largest school system in the United States with more than 4,000 public schools enrolling almost 3 million students each year ([Appendix 2](#)), the existing critical shortage of qualified teachers in Florida, and public school enrollment in Florida projected to increase by nearly 5% over the next ten years ([Appendix 3](#)), the job outlook for public school teachers is predicted to continue to increase.

Although this baccalaureate degree will not be an approved State of Florida Initial Teacher Certification program, it will have an optional pathway that includes 15-credits of upper-level coursework that meet the curricular requirements for alternative teacher certification. Including teacher preparation coursework as part of the baccalaureate degree is intended to provide students with exposure to teaching as a potential career path and provide these students with the confidence and skills necessary to succeed as teachers in their own classrooms. St. Johns River State College's Department of Teacher Education has a long history of successfully supporting students who choose alternative teacher certification, and the department stands ready to support students in this proposed degree pathway.

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

Employers view candidates with Bachelor degrees as more competitive applicants. The increased skills, knowledge, and experience gained during a Bachelor degree program make candidates more attractive to employers who are seeking highly qualified individuals. While some of the occupations cited in the demand section of this proposal such as audio and video technician, lighting technician, and makeup artist require a high school diploma, some postsecondary education, or an Associate degree, baccalaureate degrees are generally required for promotion within the profession because they provide a broader knowledge-base for independent decision-making and problem solving, exceptional communication and analytical skills, and efficient technology skills.

The need for that broader knowledge-base can be seen in cited occupations such as designers, producers, directors, and educators that require a baccalaureate degree as the desired entry level education.

In addition to occupations that require a Bachelor degree or less, there are also occupations that require education above the level of a baccalaureate degree that will be of potential interest to candidates of this proposed degree in Performance Design and Production. Because these occupations require post-baccalaureate, graduate-level, degree, the occupations have not been included in this analysis. However, graduates of this degree will be prepared for and eligible to continue their study to prepare for professions requiring a Masters degree or higher such as themed experience design and production, creative director, show set producer, show set designer, theme park designer, production manager, higher education teaching artist, dramaturg, executive director, and artistic director and St. Johns River State College has begun the process of establishing articulation agreements with institutions in the State University System for this purpose.

3.4 Describe the career path and potential employment opportunities for graduates of the program.

The career paths and potential employment opportunities for graduates of St. Johns River State College's Performance Design and Production baccalaureate degree will encompass a myriad of professions within design, production, and multimedia related fields.

In accordance with Florida Statute and Florida Department of Education State Board Rule, St. Johns River State College's Bachelor degrees are all 2 + 2 degrees, so students in this proposed baccalaureate program must first earn either their Associate in Arts (AA) degree or Associate in Science (AS) degree. Students will be able to begin their academic program as early as high school by enrolling in general education courses that lead towards the AA degree through dual enrollment.

Course offerings at both the Associate and Baccalaureate level will be designed to accommodate traditional as well as nontraditional students and will be scheduled with both face-to-face instruction and online courses, enabling students to hold entry-level positions in the field while simultaneously pursuing their baccalaureate degree.

With their earned baccalaureate degree, graduates will be prepared to competitively enter the workforce in a variety of positions and career paths including lighting technician, audio technician, set and exhibit designer, costume/fashion designer, lighting designer, sound designer, projection designer, makeup artist, technical director, stage constructionist, producer, director, visual content creators, multimedia creators, and performance constructionists, and K-12 design and production teachers, and their degree coupled with experience working in the field will also support their promotion into positions with greater scope and leadership.

In addition to preparing students for employment, this baccalaureate degree will prepare students who wish to pursue graduate study for transfer into Master degree programs such as a Master in Themed Experience, Production Design, Arts Management, and/or other graduate studies such as Education.

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

	Cost per credit hour	Number of credit hours	Total cost
Tuition & Fees for lower division:	\$ 108.00	78	\$ 8,424
Tuition & Fees for upper division:	\$ 124.75	42	\$ 5,240
Tuition & Fees (Total):		120	\$ 13,664

☐ Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college's service district or at each nonpublic institution operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Flagler College (based on posted 2023-24 semester tuition divided by 15 credits)	\$857	120	\$ 102,840
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4
5.2	Unduplicated headcount enrollment:	6	14	20	28
5.3	Program Student Credit Hours (Resident)	180	420	600	840
5.4	Program Student Credit Hours (Non-resident)				
5.5	Program FTE - Resident (Hours divided by 30)	6	14	20	28
5.6	Program FTE - Non-resident (Hours divided by 30)	0	0	0	0
5.7	Total Program FTE	6	14	20	28

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the “Year 1” column in the “Count of Degrees Awarded” row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

		Year 1	Year 2	Year 3	Year 4
6.2	Count of Degrees Awarded	0	4	10	18
6.3	Number of Graduates Employed	0	4	10	17
6.4	Average Starting Salary	N/A	\$64,000	\$64,000	\$64,000

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

	2025-2026	2026-2027	2027-2028	2028-2029
Program Expenditures:	\$ 21,722.00	\$ 80,226.00	\$ 142,108.00	\$ 152,500.00
Instructional Expenses	\$19,222	\$75,226	\$137,108	\$147,500
Operating Expenses	\$2,500	\$5,000	\$5,000	\$5,000
Capital Outlay	\$0	\$0	\$0	\$0
Revenue:	\$22,149	\$100,540	\$143,669	\$201,138
Upper Level - Resident Student Tuition	\$9,363	\$53,973	\$77,103	\$107,945
Upper Level - Other Student Fees	\$3,362	\$19,351	\$27,686	\$38,761
Lower Level - Resident Student Tuition	\$ 6,150.00	\$ 19,868.00	\$ 28,382.00	\$ 39,735.00
Lower Level - Other Student Fees	\$ 2,274.00	\$ 7,348.00	\$ 10,498.00	\$ 14,697.00
Florida College System Program Funds				
SJR State Auxiliary	\$ 1,000.00			
Carry Forward:		\$ 427.00	\$ 20,887.00	\$ 22,448.00
Total Funds Available	\$ 22,149	\$ 100,967	\$ 164,556	\$ 223,586
Total Unexpended Funds (carry forward)	\$ 427	\$ 20,741	\$ 22,448	\$ 71,086

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

Enrollment in SJR State's baccalaureate degree programs ranges from 48 students in the Early Childhood Education program to 241 in the Organizational Management program ([Appendix 4](#)). However, because it will take time to educate students and parents about the career opportunities for students who have a baccalaureate degree in technical production, SJR State conservatively estimates that in year 1, 6 students will enter the proposed Performance Design and Production program and that by year four, 12 new students will enter the program each year.

Given an 80% year-to-year retention rate and a two-year graduation rate of 60%, we project that enrollments will stabilize at a headcount of 28 students by year 4.

Although this program will cater to non-traditional students, based upon the enrollment demographics of the feeder Associate programs, a more traditional student population preparing for direct entry into the workforce is anticipated, and students in the program are projected to average 30 credits per year.

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

All necessary equipment, hardware, software, facilities, library resources, etc. are already in place to support the College's feeder Associate program. Consequently, it is not anticipated that there will be capital outlay or significant operating expenses for supplies and materials.

Instructional expenses in year 1 include additional overload and adjunct salary for the 5 new courses offered in year 1. In year 2, the addition of a full-time terminal degree faculty member is budgeted, as is additional overload and adjunct salary due to the addition of 8 new courses in year 2 and overall enrollment projections. In year 3, the addition of a second full-time terminal degree faculty member is budgeted.

Also included in the budgeted instructional expenses is a portion of the salary for one new full-time terminal degree teacher education faculty member to be hired in year one. The teaching load of this position will be shared between the Exceptional Student Education program and four of the College's non-education Bachelor degree programs that include a track with 15-credits of upper-division education courses, performance design and production being one of those four degree programs. Eighty percent (80%) of the salary and benefits of this full-time position has been charged to the ESE program, while the remaining 20% has been budgeted in the four non-education Bachelor degree programs at 5% each. That 5% is included in table 7.1 of this proposal.

Revenue projections are based on a 30%-70% split between lower-division credits and upper-division credits, as baccalaureate students will be required to take 18 credits of lower-division coursework and 42 credits of upper-division coursework to complete the last two years of the baccalaureate program. Because the program is intended to serve the residents of our service district and state, and given that the enrollment in SJR State's existing Bachelor degrees is 96% Florida residents, significant enrollment of non-resident students is not anticipated.

During year 1, SJR State will utilize funds generated through the College's auxiliaries to fund program expenditures that exceed the revenue generated through new tuition. The program is anticipated to become self-supporting in year 2.

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

Date	Activity
11/3/2023	In response to discussion with and amongst faculty, community stakeholders, and students, on November 3, 2023, a group of faculty and academic leadership met to develop several workgroups to explore the expansion of SJR State baccalaureate degree programs. Items to be discussed by the workgroups include the top occupations in SJR State's service district and Region 8, the average number of available jobs, the typical entry-level education required, and the unmet graduate need. (Appendix 5: 11/3/2023 Data Presentation from Program Development Exploration Meeting)
Nov 2023	SJR State surveyed its current students regarding their interest in pursuing a baccalaureate degree in Animation and Theater Technology at SJR State. Survey results indicated 8% of respondents were interested in Animation and 5% interested in Theater Technology. (Appendix 6: "Shaping SJR State's Future: A Survey on Academic and Athletic Interests" Results)
11/17/2023	After examining the data and determining it reflected a local need for baccalaureate graduates in the field of design and production that included the skills aligned with technical theatre, department faculty and leadership voted to explore the development of a baccalaureate degree and submitted to College Administration an email of intent to begin the process of exploring curriculum and program development. (Appendix 7: November 2023 Faculty Meeting Minutes)
11/15/2023	During the President's Cabinet Meeting, SJR State's President, Vice Presidents, and senior leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the President's Cabinet indicated support for the potential program. (Appendix 8: 11/15/2023 President's Cabinet Discussion)
12/6/2023	Dr. Brown shared with the SJR State Board of Trustees the faculty workgroup's baccalaureate degree development efforts. The data, next steps, and timeline were discussed. During this meeting, the Board of Trustees voted to approve the continued development of the Bachelor in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 9: <i>12/6/2023 Board of Trustees Meeting Minutes</i>)
12/11/2023	During the December department meeting, the data and program and curriculum research that had been completed by the workgroup was discussed, and the faculty voted to approve the continued development of the Bachelor in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 10: December 2023 Faculty Meeting Minutes)

January 2024	Faculty began to develop the curriculum, pathways to degree, course descriptions, and course outlines for the proposed Baccalaureate degree in Performance Design and Production.
3/1/2024	The Florida School of the Arts faculty voted to approve the submission of the Notice of Intent (NOI) and continued development of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 11: 3.1.2024 Faculty Meeting Notes)
3/28/2024	The members of the President's Cabinet reviewed the NOI and indicated support of its submission to IPC and continued development of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 12: 3.28.2024 President's Cabinet Support of NOI Submission)
4/2/2024	SJR State IPC approved the NOI and continued development of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 13: IPC Minutes 4.2.2024)
4/17/2024	Board of Trustees approved the NOI for the Bachelor in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 14: 4.17.2024 SJR State Board of Trustees Meeting Minutes)
4/17/2024	NOI Submitted to the Florida Department of Education.
5/16/2024	The department's faculty voted to approve the curriculum of the BAS in Performance Design and Production with a targeted implementation of Fall 2025. (Appendix 15: May 2024 Faculty Meeting Minutes)

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

Date	Activity
Nov 2023	SJR State surveyed community members and local employers regarding potential baccalaureate program expansion. Survey results indicated that they were interested in Animation and 5% interested in Theater Technology. (Appendix 18: November 2023 SJR State Baccalaureate Expansion Survey)
11/14/2023	During the Florida School of the Arts Advisory Board Meeting, leadership shared with advisory board members the data, next steps, and timeline of the baccalaureate degree development efforts. Five new members in various professional production and design related fields were introduced to the board during this meeting. During this meeting, the members of the advisory board indicated by formal vote during this Zoom meeting their support for the potential program. (Appendix 19: Fall 2023 Advisory Board Meeting) (Appendix 20: 2023-2024 Florida School of the Arts Advisory Board Member List)
3/14/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Putnam County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Kristin Carroll (PCSD Administrator of Certification, Recruitment, Novice Teacher Program, Instructional Experience, Intern Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Kristin Carroll and Executive Director of Human Resources Tonya Whitehurst. (Appendix 21: 3.14.2024 Putnam County School District & SJR State Email)
3/26/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the St. Johns County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Parker Raimann (SJCSO Director of Instruction Personnel) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Parker Raimann and Associate Superintendent of Human Resources Wayne King. (Appendix 22: 3.26.2024 St. Johns County School District & SJR State Email)
3/27/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Clay County School District about the proposed BAS in Performance Design and Production and discussed the optional track in K12 teaching. Samantha Wright (CCSD Supervisor of Certified Teacher Placement) indicated the School District's support of the proposal and vowed that the District would continue to

	serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to Ms. Wright providing additional information. (Appendix 23: 3.27.2024 Clay County School District & SJR State Email)
April 2024	Individual discussions of proposed BAS in Performance Design and Production curriculum took place with members of advisory board who hire technical staff in their various performing arts centers: Executive Director Chris Brown (Orlando Family Stage), Sherrie Provence (Limelight Theatre), Danny DaVilla and Harmony McChesney (Character Costume Design at Walt Disney Imagineering).
April 2024 – May 2024	<p>SJR State received letters of support for its baccalaureate development efforts from the Clay, Putnam, and St. Johns County community (Appendix 24: Letters of Support):</p> <ul style="list-style-type: none"> a. Clay County Board of County Commissioners b. Putnam County Board of County Commissioners c. St. Johns County Board of County Commissioners d. CareerSource Northeast Florida e. Clay Florida Economic Development Corporation f. Clay Electric Cooperative, Inc. g. Putnam County Chamber of Commerce h. Putnam County Chamber of Commerce Economic Development Council i. Putnam County Sheriff's Department j. Orlando Family Stage, Executive Director Chris Brown
May 2024	<p>SJR State received letters of support for its baccalaureate development efforts from local Superintendents of Schools (Appendix 25: Letters of Support from the Superintendents of Schools):</p> <ul style="list-style-type: none"> a. Clay County Superintendent of Schools b. Putnam County Superintendent of Schools c. St. Johns County Superintendent of Schools

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.
9.3 Florida's Academic Program Pre-Proposal Recognition System (APPRiSe)
3/25/2024: SJR State submitted a posting in Florida's Academic Program Pre-Proposal Recognition System (APPRiSe) to notify all post-secondary institutions statewide that the College is considering developing a baccalaureate degree in Performance Design and Production and provide advance opportunity for discussion and collaboration. There were no responses posted within APPRiSe prior to the closing of the comment window on 5/9/2024. (Appendix 26: SJRSC - APPRiSe Submission Receipt BAS Performance Design and Production)
9.3.1 Public Universities in College's Service District
NA--No public universities have facilities in the College's service district.
9.3.2 Regionally Accredited Institutions in College's Service District
4/5/2024: SJR State's President shared information via email in advance and on 4/5/2024 spoke via phone with Flagler College's President about SJR State's proposal. During this call, President Delaney shared that Flagler College did not object to the proposal and wished SJR State the best in its efforts. (Appendix 27: 4.5.2024 Communication between SJR State President & Flagler College President)
9.3.3 Institutions outside of College's Service District
3/25/2024: SJR State's President spoke with Florida State College at Jacksonville's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 28: Communication between SJR State President & FSCJ President)
3/25/2024: SJR State's President spoke with Daytona State College's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 29: Communication between SJR State President & Daytona State College President)

PROGRAM IMPLEMENTATION TIMELINE		
10.1	Indicate the date the notice was initially posted in APPRiSe.	March 25, 2024
10.2	Indicate the date of District Board of Trustees approval.	April 17, 2024
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	April 17, 2024
10.4	Indicate the date the completed proposal was submitted to DFC.	July 26, 2024
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	September 2024
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	January 2025
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	NA
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2025

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

St. Johns River State College has campuses in Orange Park, Palatka, and St. Augustine, and these campuses are equipped with traditional classrooms, appropriately equipped laboratory space, computer labs, and other instructional spaces, in addition to full-service libraries, tutoring centers, and other academic and student services. Online and hybrid courses use the learning management system Canvas.

The proposed Bachelor in Performance Design and Production will be offered through a combination of online and on-campus courses. As part of their baccalaureate studies, students will have class on-campus in traditional classrooms and computer labs. Specialized equipment utilized in the Bachelor degree is already owned by the college and currently used in support of the Associate in Science degrees.

The availability of classroom space and spaces dedicated to academic and student support services on all three SJR State campuses is sufficient to accommodate the addition of this proposed baccalaureate degree.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

No new facilities or equipment will be needed for this program.

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 Describe the existing library and media resources that will be utilized for the program.

St. Johns River State College has three campus libraries each of which features a robust collection of print and digital materials supporting the curriculum. Each campus library has two librarians on staff who hold master's degrees in library science from ALA accredited institutions and employs several professional and support staff members with varying, appropriate credentials. Each campus library is open 65 hours per week in the fall and spring semesters and 56 hours per week in the summer. The library is open from 8:00 a.m. to 9:00 p.m. Monday – Thursday, Friday from 8:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m. In the summer, the College is closed on Fridays. Saturday hours are provided at each location before finals week. The library provides a space and atmosphere conducive to study and research. In addition to a variety of seating areas for studying, each campus library provides computers for student use. These computers are maintained by the College's IT department and are outfitted with programs for which the College has site licenses.

SJR State's Learning Resources include:

- Library resources (data captured 5/16/2024):
 - 65,970 books (unique volume count)
 - 264,990 eBooks
 - 7,555 DVDs (unique volume count)
 - 43,693 streaming videos
 - 35,303 online periodicals
 - 142 online database subscriptions
- Educational technology, high-speed internet, and WiFi for current students, faculty, and staff
- Tutoring services in-person and online
- Research assistance in-person and online
- Class instruction and outreach by faculty request
- Academic support workshops

Discipline-specific resources currently in the SJR State Library collection that support the BAS in Performance Design and Production include:

- 293 print book titles

- 998 eBook titles
- 14 online periodicals
- 1,646 streaming videos and DVDs
- 18 online databases
- A discipline specific research guide (Appendix 30: [Florida School of the Arts Library Resource Guide](#))

Additional books, journals and databases will be added as needed and upon request from faculty to support curricular needs.

Students access library and learning resources online via the Learning Resources web site (Appendix 31: [Learning Resources website](#)); a link to this web site is provided on the College home page and in multiple places on MySJState (the College's student and faculty portal). Single sign-on protocols allow students to access the library's resources using the same username and password used to login to MySJState. Students are automatically granted access to the library's resources upon registering for classes.

The library's physical collections, streaming videos, and eBooks are discoverable through Ex Libris' discovery platform, Primo. (Appendix 32: [SJ State's Library's Ex Libris' discovery platform Primo](#)) The "Library Catalog" link in the header of the Learning Resources web site gives students easy access to Primo. Primo is the statewide union catalog of Florida's public colleges and university system libraries and SJ State maintains a reciprocal borrowing agreement with all Florida College System (FCS) and State University System (SUS) libraries.

Using Primo's request feature, Uborrow (Appendix 33: [SJ State's Library's Primo's request feature Uborrow](#)), students can check out items from any SJ State campus and have them delivered to their nearest campus library for pickup and return. Additionally, students can use Uborrow to request books, media, and articles from any state college or university library; items are shipped directly to their selected campus library for student pick-up and students may return the material to any campus library. To provide access to resources available nationally, the library provides inter-library loan services through Worldcat Discovery (Appendix 34: [SJ State's Inter-Library Loan Services through Worldcat Discovery](#)) at no cost to students or faculty.

Students are made aware of the library and learning/information resources available to them through classroom outreach visits and instructional sessions provided by Learning Resources staff and faculty on-campus, off-site, and online. Library faculty provide instructional services in all modalities to help students develop the critical set of skills needed to find, retrieve, analyze, and use information. Instructional services are provided in required courses and gateway courses such as English composition, but is provided to all courses, upon faculty request, and will be available to BAS faculty and students.

Instructional services provided by library faculty include:

- Face-to-face course related instruction, which includes lecture sessions, orientation sessions and tours.
- In-person, one-on-one reference, and online database research consultations, in the library and online via chat or video conference.
- Creation of course-related research guides.
- Creation of online instructional guides for program-specific resources.

SJR State assigns a liaison librarian to provide additional support for Florida School of the Arts programs.

Students can get on-demand help using library resources during all hours of library operation in-person or online via the library's chat service (Appendix 35: [SJR State's Library Chat Service](#)). The chat service is embedded as a widget on every Learning Resources web site page and is a text box on the Library Help web page. Extended chat support is provided on weekends through the statewide Ask-A-Librarian service which students access from any link to the library's chat service.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The SJR State Library regularly updates its collection in alignment with student, faculty, and programmatic needs. New library and media resources will not be needed to implement this program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

Students seeking admission to the Bachelor degree in Performance Design and Production must submit an application for admission to the College, complete an online orientation course, and comply with the College's general admissions procedures.

Admission to the program will be open to applicants during the Fall, Spring, and Summer terms who have a cumulative GPA of 2.0 or higher and have completed an Associate in Arts or an Associate in Science in Technical Theatre or Stage Management or a higher degree from an accredited institution. All general education coursework must be completed with a grade of "C" or higher. There are no prerequisite courses required prior to program admission. Submission of official transcript(s) is required prior to program acceptance.

SJR State will be adding this program to current 2+2 agreements and pursuing additional transfer agreements with other institutions as deemed appropriate to allow students with AS degrees from other colleges to matriculate seamlessly into the Bachelor degree in Performance Design and Production. Matriculation of students with an earned AA or higher degree will follow standard transfer practices.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

During the 2023-2024 academic year, 100% percent of the SJR State full time faculty and 66% percent of the adjuncts teaching in the performance design and production department have a terminal degree in the field. It is estimated that 100% of upper division courses in the proposed Bachelor degree in Performance Design and Production will be taught by faculty with a terminal degree.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
6:1	8:1	10:1

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

No specialized program accreditation is required or will be sought.

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).

University of Tampa, Eckerd College, Southeastern University, and Lynn University offer Bachelor degrees with CIP 50.0101. There are no specified common prerequisites for this major.

13.6 Describe any proposed revisions to the established common prerequisites for this CIP (and track, if any).

☒ My institution does not anticipate proposing revisions to the common prerequisite manual.

☐ My institution does anticipate proposing revisions to the common prerequisite manual, as summarized below.

13.7 The Excel spreadsheets below are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1	Program of Study for Students with A.A. Degree	
Term 1 Fall	Course Title	Credit Hours
TPA 1202	Stagecraft (elec)	3
TPA 1200	Introduction to Production/ Design (elec)	3
TPA 3401	Professional Practice in the Arts (pc)	3
DIG 3253C	Digital Media Audio (pc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 2 Spring	Course Title	Credit Hours
TPP 2304	Script Analysis (elec)	3
	Req. Lower Level Foundation Course (elec)	3
GRA 3XXX	Multimedia Video Production (pc)	3
TPA 3XXX	Stage Electronics and Networking (conc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 3 Summer A	Course Title	Credit Hours
TPP 2100	Introduction to Acting (elec)	3
TPA 3XXX	Costuming and Wardrobe (conc)	3
	Total Term Credit Hours	6
Term 4 Fall	Course Title	Credit Hours
	Req. Lower Level Foundation Course (elec)	3
THE 3213	World Theatre History 1 (pc)	3
TPA 4206	Advanced Stagecraft (conc)	3
TPA 3XXX	Lighting and Projection Technology and Programming (conc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 5 Spring	Course Title	Credit Hours
TPA 4993	Production Portfolio Capstone (pc)	3
TPA 4003	Design Seminar (conc)	3
TPP 4310	Directing (pc)	3
TPA 4XXX	Production Management (pc)	3
THE 4284	Period Costume, Architecture and Décor I (pc)	3
	Total Term Credit Hours	15
Term 6 Summer A	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.7.2	Program of Study for Students with A.S./A.A.S. Degree	
Term 1 Fall	Course Title	Credit Hours
ACADEMIC P.	Academic Pathway or other General Ed (ge)	3
SOC. SCI.	General Education Social Science (ge)	3
TPA 3401	Professional Practice in the Arts (pc)	3
DIG 3253C	Digital Media Audio (pc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 2 Spring	Course Title	Credit Hours
NAT. SCI	General Education Natural Science (ge)	3
ENC 1102	General Education Communications (Composition II) (ge)	3
GRA 3XXX	Multimedia Video Production (pc)	3
TPA 3XXX	Stage Electronics and Networking (conc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 3 Summer A	Course Title	Credit Hours
COMM.	General Education Communications (Literature) (ge)	3
TPA 3XXX	Costuming and Wardrobe (conc)	3
	Total Term Credit Hours	6
Term 4 Fall	Course Title	Credit Hours
MATH	General Education Mathematics (Elem. Statistics suggested) (ge)	3
THE 3213	World Theatre History 1 (pc)	3
TPA 4206	Advanced Stagecraft (conc)	3
TPA 3XXX	Lighting and Projection Technology and Programming (conc)	3
TPA 4946	Production Practicum (pc)	1
	Total Term Credit Hours	13
Term 5 Spring	Course Title	Credit Hours
TPA 4993	Production Portfolio Capstone (pc)	3
TPA 4003	Design Seminar (conc)	3
TPP 4310	Directing (pc)	3
TPA 4XXX	Production Management (pc)	3
THE 4284	Period Costume, Architecture and Décor I (pc)	3
	Total Term Credit Hours	15
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- ☐ Limited Access
- ☐ Restricted Access
- ☒ N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

If the Bachelor of Applied Science in Performance Design and Production is terminated in the future, the College will work with all admitted students to find alternative paths for program completion, including facilitating transfers into programs at other institutions and a minimum teach-out period of two years.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

Appendix 1: [JAXUSA Biennial Report](#)

Appendix 2: [Florida Department of Education: Teaching: Recruitment Programs](#)

Appendix 3: [National Center for Education Statistics: Table 203.20](#)

Appendix 4: [SJR State 2023 College Fact Book, page 22](#)

Appendix 5: 11/3/2023 Data Presentation from Program Development Exploration Meeting

Appendix 6: "Shaping SJR State's Future: A Survey on Academic and Athletic Interests" Results

Appendix 7: November 2023 FloArts Faculty Meeting Minutes

Appendix 8: 11/15/2023 President's Cabinet Discussion

Appendix 9: 12/6/2023 Board of Trustees Meeting Minutes

Appendix 10: December 2023 FloArts Faculty Meeting Minutes

Appendix 11: 3.1.2024 FloArts Faculty Meeting Notes

Appendix 12: 3.28.2024 President's Cabinet Support of NOI Submission

Appendix 13: IPC Minutes 4.2.2024

Appendix 14: 4.17.2024 SJR State Board of Trustees Meeting Minutes

Appendix 15: May 2024 FloArts Faculty Meeting Minutes

Appendix 18: November 2023 SJR State Baccalaureate Expansion Survey

Appendix 19: Fall 2023 Advisory Board Meeting

Appendix 20: 2023-2024 Florida School of the Arts Advisory Board Member List

Appendix 21: 3.14.2024 Putnam County School District & SJR State Email

Appendix 22: 3.26.2024 St. Johns County School District & SJR State Email

Appendix 23: 3.27.2024 Clay County School District & SJR State Email

Appendix 24: Letters of Support

- a. Clay County Board of County Commissioners
- b. Putnam County Board of County Commissioners
- c. St. Johns County Board of County Commissioners
- d. CareerSource Northeast Florida
- e. Clay Florida Economic Development Corporation
- f. Clay Electric Cooperative, Inc.
- g. Putnam County Chamber of Commerce
- h. Putnam County Chamber of Commerce Economic Development Council
- i. Putnam County Sheriff's Department
- j. Orlando Family Stage, Executive Director Chris Brown

Appendix 25: Letters of Support from the Superintendents of Schools

- a. Clay County Superintendent of Schools
- b. Putnam County Superintendent of Schools
- c. St. Johns County Superintendent of Schools

Appendix 26: SJRSC - APPRiSe Submission Receipt BAS Performance Design and Production

Appendix 27: 4.5.2024 Communication between SJR State President & Flagler College President
Appendix 28: Communication between SJR State President & FSCJ President
Appendix 29: Communication between SJR State President & Daytona State College President
Appendix 30: [Florida School of the Arts Library Resource Guide](#)
Appendix 31: [Learning Resources website](#)
Appendix 32: [SJR State's Library's Ex Libris' discovery platform Primo](#)
Appendix 33: [SJR State's Library's Primo's request feature Uborrow](#)
Appendix 34: [SJR State's Inter-Library Loan Services through Worldcat Discovery](#)
Appendix 35: [SJR State's Library Chat Service](#)

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

St. Johns River State College's proposed Bachelor in Performance Design and Production did not receive any objections to or alternative proposals from other postsecondary institutions.



BACCALAUREATE PROPOSAL APPLICATION

Form No. BAAC 02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- ☒ Institution Information
- ☒ Program summary
- ☒ Program description
- ☒ Workforce demand, supply, and unmet need
- ☒ Student costs: tuition and fees
- ☒ Enrollment projections and funding requirements
- ☒ Planning process
- ☒ Program implementation timeline
- ☒ Facilities and equipment specific to program area
- ☒ Library and media specific to program area
- ☒ Academic content
- ☒ Program termination
- ☒ Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	St. Johns River State College
Institution President.	Joe Pickens, J.D

PROGRAM SUMMARY

1.1	Program name.	Bachelor of Science in Biological Sciences
1.2	Degree type.	<input checked="" type="checkbox"/> Bachelor of Science <input type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	26.0101
1.5	Anticipated program implementation date.	August 2025
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program:
1.7	Is the degree program a STEM focus area?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	Concentrations: <ul style="list-style-type: none"> • K12 Teaching • Biology

PROGRAM DESCRIPTION

*2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand, current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.*

St. Johns River State College's proposed Bachelor of Science degree in Biological Sciences has been designed in response to the increasing local demand for baccalaureate-level graduates from programs with a concentration in biology, and it will provide students with the skills and credentials required to enter the workforce or pursue graduate studies. The program will have two concentration tracks: one in biology and one in education for those interested in pursuing a career as a teacher in Florida.

The workforce demand for professionals trained in the field of biology is currently not being met, and this gap is projected to continue to grow both within our local region and nationwide. In the College's three-county service district of Clay, Putnam, and St. Johns Counties, total job growth in occupations directly related to the Biological Sciences degree is projected to increase over 10% from 2023 to 2031, the estimated annual unmet need of graduates is over 140, and these jobs will have an average hourly salary of approximately \$30 (Appendix 1).

This BS in Biological Sciences will provide students the knowledge and skills needed to go straight into the workforce or pursue a graduate program. The degree's curriculum will prepare students for entry into a variety of fields including health, food safety, forensics, K12 teaching, and other careers requiring a high level of technical skill. Additionally, the curriculum will be aligned to articulate into local graduate programs in biology, physical therapy, and physician assistant.

The BS degree will require a total of 120 semester credits and be a 2+2 program articulating from the Associate in Arts (AA) degree. All applicants will be required to have an earned Associate degree prior to admission to include a total of 36 credits of general education coursework and 24 baccalaureate prerequisite and elective credits. The required prerequisite coursework will align with Florida's Common Prerequisite Manual and will also be completed before being admitted into the program.

After admission into the Bachelor of Science in Biological Sciences, students will be required to complete a total of 60 credits distributed as follows: 20 credits of lower-division core courses, 25 credits of upper-division core courses, and 15 credits of upper-division concentration courses.

All upper- and lower-division courses and course content will comply with Florida Statutes and Florida State Board of Education Rules.

As part of the initial exploration of potential baccalaureate degree expansion, SJR State surveyed interested community members and current, future, and former SJR State students to determine their career and educational interests. In addition to focusing on local, regional, and state employment data and trends, SJR State has also engaged with partners in business and industry to ensure that the proposed curriculum is in alignment with and will meet the needs of Clay, Putnam, and St. Johns Counties. St. Johns River State College's baccalaureate in Biological Sciences is being proposed in response to this feedback and the documented gap between the projected number of open positions and the number of baccalaureate graduates being produced within our service district and region.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

Graduates of St. Johns River State College's Bachelor of Science in Biological Sciences degree will be prepared for a wide range of in-demand careers that currently have significant unmet need. This degree will prepare graduates specifically for employment as Biological Scientists, Food Safety Inspectors, Forensic Science Technicians, and K12 public school teachers. Average annual earnings for biological sciences baccalaureate graduates working in these fields is in the mid-\$60,000 range (see Tables 3.1.2 and 3.1.2b).

It is important to note that although this proposed baccalaureate degree is being designed for the residents and employers of the College's tri-county service district, Clay, Putnam, and St. Johns Counties serve as "bedroom communities" for the greater Jacksonville area of Workforce Region 8, and residents of these counties generally anticipate pursuing job opportunities outside of their home county. Furthermore, employers in the greater Jacksonville area count on the residents of Clay, Putnam, and St. Johns Counties to fill vacancies within their organizations. For these reasons, the scope of analysis within this proposal has been broadened beyond SJR State's tri-county service district to include all of Workforce Region 8.

The Departments of Health and the public utilities departments throughout Workforce Region 8, the Florida Department of Environmental Protection, the Florida Park Service, Johnson & Johnson, Pfizer, the St. Johns River Water Management District, and our local school districts are just a few of the potential employers in our region that will pursue graduates of this proposed degree. Additionally, employment opportunities as Food Safety Inspectors are available in both the public (County Health Departments) and private (AFC Franchise Corporation) sectors.

While a healthy workforce outlook with growth of over 6% statewide between 2023 and 2031 is projected for careers in these occupations, even greater need is projected within the College's local service district. Data from Lightcast (formerly EMSI) indicates a projected growth of over 10% and 141 annual job openings in SJR State's three-county district (see Table 3.1.2), and an additional 223 annual job openings are projected in Baker, Bradford, and Duval counties for a total of 364 annual job openings within the six-county Workforce Region 8 (see Table 3.1.2b).

Within SJR State's service district of Clay, Putnam, and St. Johns Counties, there is currently no supplier of graduates in this field. There are no public universities in our service district

and the one private university (Flagler College) does not offer a baccalaureate degree with concentration in this area. Increasing the scope of analysis to all of northeast Florida reveals that the colleges and universities in all of Region 8 (University of North Florida, Florida State College at Jacksonville, Jacksonville University, Edward Waters University, Flagler College, and St. Johns River State College) are only producing an average of 222 baccalaureate graduates per year in related CIP codes (see Table 3.1.3).

As tables 3.1.1, 3.1.2, 3.1.3, and 3.1.4 illustrate, the supply of graduates of programs in the field of Biological Sciences is not meeting the demand of the local workforce, resulting in an unmet need of more than 140 graduates per year throughout Region 8 according to the Lightcast and IPEDS data.

DEMAND: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) EMPLOYMENT PROJECTIONS

3.1.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Name/Title	SOC Code	County/Region	2023	2031	**Level Change	***Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Secondary School Teachers, Except Special and Career/Technical Education	25-2031	Clay, Putman, & St. Johns	1419	1513	6.62	885	\$31.27	\$ 65,042	B	B
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
					Total	111	\$ 31.27	\$ 65,042		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE Light Cast Clay, Putnam, St. Johns Counties

3.1.2 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Natural Sciences Managers	11-9121	Clay, Putnam, & St. Johns	43	53	23.26	36	\$47.61	\$ 99,029	B	B
Biological Scientists, All Other	19-1029	Clay, Putnam, & St. Johns	25	31	24.00	22	\$31.15	\$ 64,792	B	B
Agricultural Technicians	19-4012	Clay, Putnam, & St. Johns	12	14	16.67	15	\$20.57	\$ 42,786	A	A
Food Science Technicians	19-4013	Clay, Putnam, & St. Johns	13	15	15.38	18	\$29.75	\$ 61,880	A	A
Biological Technicians	19-4021	Clay, Putnam, & St. Johns	24	31	29.17	35	\$22.47	\$ 46,738	B	B
Forensic Science Technicians	19-4092	Clay, Putnam, & St. Johns	24	27	12.50	27	\$26.34	\$ 54,787	B	B
Secondary School Teachers, Except Special and Career/Technical Education	25-2031	Clay, Putnam, & St. Johns	1570	1734	10.45	978	\$31.81	\$ 66,165	B	B
								\$ -		
								\$ -		
					Total	141	\$ 29.96	\$ 62,311		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE Light Cast Region 8

3.1.2.b The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Natural Sciences Managers	11-9121	Region 8	256	285	11.33	180	\$ 45.35	\$ 94,328	B	B
Biological Scientists, All Other	19-1029	Region 8	199	213	7.04	134	\$ 29.60	\$ 61,568	B	B
Agricultural Technicians	19-4012	Region 8	40	44	10.00	50	\$ 19.24	\$ 40,019	A	A
Food Science Technicians	19-4013	Region 8	100	108	8.00	122	\$ 30.93	\$ 64,334	A	A
Biological Technicians	19-4021	Region 8	123	141	14.63	149	\$ 22.72	\$ 47,258	B	B
Forensic Science Technicians	19-4092	Region 8	102	111	8.82	111	\$ 26.53	\$ 55,182	B	B
Secondary School Teachers, Except Special and Career/Technical Education	25-2031	Region 8	3780	3983	5.37	2162	\$ 31.83	\$ 66,206	B	B
								\$ -		
					Total	364	\$ 29.46	\$ 61,271		

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS DATA CENTER

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Number of Degrees Awarded							
Institution Name	CIP	2021-2022	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
The SJR State service district (Clay, Putnam, and St. Johns counties) does not have an institution that awards a bachelors degree in Biology/Biological Sciences	26.0101	0	0	0	0	0	0
University of North Florida (Region 8)	26.0101	198	166	166	140	126	159
Edward Waters University (Region 8)	26.0101	17	17	10	16	8	14
Jacksonville University (Region 8)	26.0101	24	14	9	16	11	15
FSCJ (Region 8)	26.0102	28	45	30	28	41	34
	Total	267	242	215	200	186	222

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

	Demand	Supply		Range of Estimated Unmet	
	(A)	(B)	(C)	(A-B)	(A-C)
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference
DEO Total (Service District)	111	0	0	111	111
Light Cast Total (Service District)	141	0	0	141	141
Light Cast Total (Region 8)	364	267	222	97	142

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

Northeast Florida is presently ranked as one of the top five job markets in the nation, generating 5,300 new jobs with almost 4.1 billion dollars in private investment capital ([Appendix 2](#)). Specific to this proposed degree, the demand for biology majors is on the rise, creating a significant unmet need in the region. This growing demand is attributed to several factors that underscore the need for individuals with a background in biology to address specific challenges and opportunities unique to the area.

One of the factors for the growing demand of biology majors is that Northeast Florida is home to diverse ecosystems, including coastal habitats, wetlands, and unique flora and fauna ([Appendix 3](#)). The preservation and conservation of these ecosystems requires skilled professionals who understand the intricate relationships within the environment. Biology majors play a crucial role in studying and protecting the region's biodiversity, ensuring the sustainability of natural resources for future generations.

Furthermore, the healthcare industry in Northeast Florida is expanding rapidly, contributing to the increasing demand for biology majors ([Appendix 4](#)). As the region experiences population growth, there is a parallel need for healthcare professionals and researchers who can address public health issues, conduct cutting-edge medical research, and contribute to advancements in biotechnology.

The proximity of Northeast Florida to various research institutions, pharmaceutical companies, and medical facilities also adds to the demand for skilled biology graduates ([Appendix 5](#)). Collaborations between academia and industry are flourishing, creating opportunities for biology majors to engage in groundbreaking research, drug development, and biotechnological innovations.

In addition to the occupations previously discussed, given that Florida's public school system is the 4th largest school system in the United States with more than 4,000 public schools enrolling almost 3 million students each year ([Appendix 6](#)), the existing critical shortage of qualified teachers in Florida, and public school enrollment in Florida projected to increase by nearly 5% over the next ten years ([Appendix 7](#)), the job outlook for public school teachers is predicted to continue to increase.

Furthermore, Section 1012.07, Florida Statutes, requires the State Board of Education to annually identify critical teacher shortages areas based on the recommendation of the Commissioner of Education ([Appendix 8](#)). Annually, the Florida Department of Education publishes this in the document "Identification of High Demand Teacher Needs Areas," and for the 2024-2025 academic year, the subject area "Science—General" is ranked second of all subjects in terms of

need, while “Science—Physical” is ranked 5th and “Science—Earth & Space” is ranked 7th ([Appendix 9](#)).

Although this baccalaureate degree will not be an approved State of Florida Initial Teacher Certification program, it will have a concentration that includes 15-credits of upper-level education coursework that meet the curricular requirements for alternative teacher certification as specified in State Board of Education Rule 6A4.006 ([Appendix 10](#)). Including teacher preparation coursework as part of the baccalaureate degree is intended to provide students with exposure to teaching as a potential career path and provide these students with the confidence and skills necessary to succeed as teachers in their own classrooms. St. Johns River State College’s Department of Teacher Education has a long history of successfully supporting students who choose alternative teacher certification, and the department stands ready to support students in this proposed degree pathway.

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

While some of the occupations cited in the demand section of this proposal such as Agricultural Technician and Food Services Technician require a high school diploma, some postsecondary education, or an associate degree, baccalaureate degrees are generally required for promotion within the profession because they provide a broader knowledge base for independent decision-making and problem solving, exceptional communication and analytical skills, and efficient technology skills.

In addition to occupations that require a Bachelor degree or less, there are also occupations that require education above the level of a baccalaureate degree that will be of potential interest to candidates for this proposed degree in Biological Sciences. Because these occupations require post-baccalaureate, graduate-level studies, the occupations have not been included in this analysis. However, graduates of this degree will be prepared for and eligible to continue their study to prepare for professions such as Epidemiologist, Physician, Physical Therapist, and Physician Assistant, and St. Johns River State College has, therefore, begun the process of establishing articulation agreements with both public and private universities within and nearby the College's service district (see Sections 9.3.2 and 9.3.3).

3.4 Describe the career path and potential employment opportunities for graduates of the program.

The career paths and potential employment opportunities for graduates of St. Johns River State College's Biological Sciences baccalaureate degree will encompass a myriad of professions within biology and related fields.

In accordance with Florida Statute and Florida Department of Education State Board Rule, St. Johns River State College's Bachelor degrees are all 2 + 2 degrees, and students in this proposed baccalaureate program must, therefore, first earn their Associate in Arts (AA) degree.

Students will be able to begin their academic program as early as high school by enrolling in general education courses that lead towards the AA degree through dual enrollment. Simultaneous to pursuing their associate degree, students will be able to begin their career path in entry-level occupations in the field that require a high school diploma or some postsecondary credit or an associate degree such as Agricultural Technician. Course offerings at both the Associate and Baccalaureate level will be designed to accommodate traditional as well as nontraditional students, and many will be scheduled in the evenings and online, enabling students to hold entry-level positions in the field while simultaneously pursuing their baccalaureate degree.

With their earned baccalaureate degree, graduates will be prepared to competitively enter the workforce in a variety of positions and career paths including Forensic Science Technician, Natural Sciences Manager, and K12 Teacher, and their degree coupled with experience working in the field will also support their promotion into positions with greater scope and leadership.

In addition to preparing students for employment, this baccalaureate degree will prepare students who wish to pursue graduate study for transfer into Master's and other graduate programs in Biology and other sciences. Upon completion of these graduate programs, additionally career paths and employment opportunities will be available. The creation of a seamless pathway into graduate studies via articulation to neighboring universities has already begun (see Sections 9.3.2 and 9.3.3).

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

Tuition & Fees for lower division:	\$	108.00	80	\$	8,640
Tuition & Fees for upper division:	\$	124.75	40	\$	4,990
Tuition & Fees (Total):			120	\$	13,630

☐ Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college's service district or at each nonpublic institution operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Flagler College (based on posted 2023-24 semester tuition divided by 15 credits)	\$857	120	\$ 102,840
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4
5.2	Unduplicated headcount enrollment:	12	28	41	49
5.3	Program Student Credit Hours (Resident)	360	840	1230	1470
5.4	Program Student Credit Hours (Non-resident)				
5.5	Program FTE - Resident (Hours divided by 30)	12	28	41	49
5.6	Program FTE - Non-resident (Hours divided by 30)	0	0	0	0
5.7	Total Program FTE	12	28	41	49

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the "Year 1" column in the "Count of Degrees Awarded" row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

6.2	Count of Degrees Awarded	0	8	16	21
6.3	Number of Graduates Employed	0	7	14	14
6.4	Average Starting Salary	N/A	\$61,000	\$61,000	\$61,000

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

	2025-2026	2026-2027	2027-2028	2028-2029	
Program Expenditures:	\$ 65,792.00	\$ 95,174.00	\$ 105,174.00	\$ 187,056.00	
Instructional Expenses	\$23,292	\$90,174	\$100,174	\$172,056	
Operating Expenses	\$2,500	\$5,000	\$5,000	\$15,000	
Capital Outlay	\$40,000	\$0	\$0	\$0	
Revenue:	\$66,101	\$100,569	\$147,262	\$176,014	
Upper Level - Resident Student Tuition	\$23,131	\$53,973	\$79,031	\$94,452	
Upper Level - Other Student Fees	\$8,306	\$19,380	\$28,379	\$33,916	
Lower Level - Resident Student Tuition	\$ 8,515.00	\$ 19,868.00	\$ 29,092.00	\$ 34,768.00	
Lower Level - Other Student Fees	\$ 3,149.00	\$ 7,348.00	\$ 10,760.00	\$ 12,860.00	
SJR State Auxiliary	\$ 23,000.00	\$ -	\$ -	\$ -	
Carry Forward:		\$ 309.00	\$ 5,704.00	\$ 47,792.00	
Total Funds Available	\$ 66,101	\$ 100,878	\$ 152,966	\$ 223,806	
Total Unexpended Funds (carry forward)	\$ 309	\$ 5,704	\$ 47,792	\$ 36,750	

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

Enrollment in SJR State's baccalaureate degree programs ranges from 48 students in the Early Childhood Education program to 219 in the Organizational Management program ([Appendix 11](#)). Other indicators used to project enrollment in the proposed Bachelor of Biological Sciences degree include SJR State's enrollment history in the program's prerequisite courses and the percent of students who indicated interest in pursuing a Bachelor degree in Biological Sciences at SJR State in the College's November 2023 survey (Appendix 12). In spite of these data points, the College recognizes that in the first years of the program, work will need to be done to ensure students complete all of the required prerequisites prior to completion of the AA. For this reason, SJR State conservatively estimates that in year 1, term 1, 8 students will begin baccalaureate studies in biological sciences, and in year 1 term 2, 4 additional students will begin their studies, for a total of 12 new students in year 1.

Projecting for year-to-year growth, an 80% year-to-year retention rate, and a two-year graduation rate of 80%, SJR State projects that enrollments will stabilize at a headcount of 49 students by year 4.

Although this program will cater to non-traditional students, based upon the enrollment demographics of the program's prerequisite courses, a more traditional student population preparing for direct entry into the workforce is anticipated, and students in the program are projected to average 30 credits per year.

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

Program expenditures including both instructional expenses and operational expenses have been considered. New operating funds have been budgeted for the increased costs related to both professional development and educational materials and supplies that will come with the hire of new faculty.

All necessary equipment, hardware, software, facilities, library resources, etc. are already in place to support the College's feeder Associate in Arts degree. However, additional equipment is required for the new upper-division courses. This purchase will be a one-time cost in year 1. The itemized equipment can be found in Section 11.1 and the cost is included in Table 7.1, year 1.

The proposed Bachelor degree in Biological Sciences will complement the College's existing science coursework as 20- of the 60-credits to be taken after baccalaureate admissions are existing course sections that currently have additional capacity for enrollment growth. Given that potential for enrollment growth, the College will, therefore, not incur additional (unbudgeted) instructional expense for these 20 credits. In year one, 21 of the new 40 upper-division credits will be taught, and in year two, the remaining 19 new credits will be added to the course schedule.

Instructional expenses for science faculty in year 1 include the addition of funds to increase the science overload and adjunct budgets. In year 1, only 4 new credits will be added to the fall schedule, 10 new credits will be added in the spring, and 7 new credits will be added in the summer. A new science full-time faculty member will not be required to accommodate this year 1 growth. However, in subsequent years, the projected growth of the program and addition of new courses will necessitate the addition of a total of two new full-time terminal degree faculty members, one in year 2 and one in year 4.

Also included in the budgeted instructional expenses is a portion of the salary for one new full-time terminal degree teacher education faculty member to be hired in year one. The teaching load of this position will be shared between the Exceptional Student Education program and four of the College's non-education Bachelor degree programs that include a track with 15-credits of upper-division education courses, biological sciences being one of those four degree programs. Eighty percent (80%) of the salary and benefits of this full-time position has been charged to the ESE program, while the remaining 20% has been budgeted in the four non-education Bachelor degree programs at 5% each. That 5% is included in table 7.1 of this proposal.

Revenue projections are based on a 30%-70% split between lower-division credits and upper-division credits, as baccalaureate students will be required to take 20 credits of lower-division coursework and 40 credits of upper-division coursework to complete the last two years of the baccalaureate program. Because the program is intended to serve the residents of our service district and state, and given that the enrollment in SJR State's existing Bachelor degrees in 96% Florida residents, significant enrollment of non-resident students is not anticipated.

During years 1 and 2, SJR State will utilize funds generated through the College's auxiliaries to fund program startup costs and other expenditures that exceed the revenue generated through new tuition. The program is anticipated to become self-supporting in year 2.

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

Date	Activity
Nov 2023	SJR State surveyed its current students regarding their interest in pursuing a baccalaureate degree in Biological Sciences at SJR State. Survey results indicated that 13% of students (N =949) selected Biological Sciences as their preferred baccalaureate degree. The Biological Sciences along with Human Services programs were the top two choices of students. (Appendix 12)
11/3/2023	In response to discussion with and amongst faculty, community stakeholders, and students, on November 3, 2023, a group of faculty and academic leadership met to develop several workgroups to explore the expansion of SJR State baccalaureate degree programs. Items to be discussed by the workgroups include the top occupations in SJR State's service district and Workforce Region 8, the average number of available jobs, the typical entry-level education required, and the unmet graduate need. (Appendix 13)
11/13/2023	After examining the data and determining it reflected a local need for baccalaureate graduates in the field of Biological Sciences, SJR State faculty and leadership submitted to College Administration an email of intent to begin the process of exploring curriculum and program development. (Appendix 14)
11/15/2023	During the President's Cabinet Meeting, SJR State's President, Vice Presidents, and senior leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the President's Cabinet indicated support for the potential program. (Appendix 15)
12/6/2023	Dr. Melanie Brown (SJR State's Chief Operating Officer) shared with the SJR State Board of Trustees the faculty workgroup's baccalaureate degree development efforts. The data, next steps, and timeline were discussed. During this meeting, the Board of Trustees voted to approve the continued development of the Bachelor in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 16)
12/13/2023	During the Biological Sciences Faculty Department Meeting, the Biological Sciences faculty discussed the data and program & curriculum research that had been completed by the workgroup and voted to approve the continued development of the Bachelor in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 17)
January 2024	Faculty began developing the curriculum, pathways to degree, course descriptions, and course outlines for the proposed Baccalaureate degree in Biological Sciences.

1/22/2024	During the Academic Affairs Curriculum meeting, the faculty workgroup's baccalaureate degree development efforts and the data supporting the degree development were discussed. At this time, the Academic Affairs Curriculum Committee voted to approve the continued development of the Bachelor in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 18)
3/15/2024	The Biological Sciences faculty voted to approve the submission of the NOI and continued development of the BS in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 19)
3/28/2024	The members of the President's Cabinet reviewed the NOI and indicated support of its submission to IPC and continued development of the BS in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 20)
4/2/2024	SJR State IPC approved the NOI and continued development of the BS in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 21)
4/17/2024	Board of Trustees approved the NOI for the BS in Biological Sciences with a targeted implementation of Fall 2025. (Appendix 22)
5/1/2024	During the Biological Sciences Department SLO Closeout Meeting, the Biological Sciences faculty discussed the curriculum and if additional equipment was needed for the upper division courses. The Biological Sciences faculty voted to approve the curriculum. (Appendix 23)

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

Date	Activity
Nov 2023	SJR State surveyed community members and local employers regarding potential baccalaureate program expansion. Survey results indicated that they were interested in SJR State adding a Biological Sciences Baccalaureate Program. (Appendix 12)
Jan-April 2024	In anticipation of the development of the Bachelor Degree in Biological Sciences, SJR State faculty and academic leadership began the process of forming the Biological Sciences Advisory Board.
1/30/2024	Dr. Brown met with St. Johns River Water Management District Chief of Staff Brad Purcell. Mr. Purcell indicated his support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. A follow-up conversation took place between them via email. Mr. Purcell submitted a letter of support for the new Bachelor degree. (Appendix 24)
3/13/2024	Associate Dean Royce Bass met with Palmer Kinser, the Director at WaterWorks in Putnam County. Mr. Kinser indicated his support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. (Appendix 25)
3/14/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Putnam County School District about the proposed Bachelor of Science degree in Biological Sciences degree and discussed the optional track in K12 teaching. Kristin Carroll (PCSD Administrator of Certification, Recruitment, Novice Teacher Program, Instructional Experience, Intern Placement) indicated the School District's support of the proposal and vowed that the District would serve on the Biological Sciences Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Kristin Carroll and Executive Director of Human Resources Tonya Whitehurst. (Appendix 26)
3/26/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the St. Johns County School District about the proposed Bachelor of Science degree in Biological Sciences degree and discussed the optional track in K12 teaching. Parker Raimann (SJCSO Director of Instruction Personnel) indicated the School District's support of the proposal. and vowed that the District would serve on the Biological Sciences Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Parker Raiman and Associate Superintendent of Human Resources Wayne King. (Appendix 27)

3/26/2024	Kim Van Vliet (Biological Sciences Department Curriculum Coordinator) talked with Dr. Mark Martindale (Director) from UF Whitney Laboratory, St. Augustine, Florida, about the proposed Bachelor of Science in Biological Sciences degree and discussed the planned curriculum and unmet workforce need for additional graduates in the field. Dr. Mark Martindale indicated support for the proposal and expressed interest on serving on the advisory board. (Appendix 28)
3/26/2024	Kim Van Vliet (Biological Sciences Department Curriculum Coordinator) spoke with Dr. Handelsman (Director) from the Wisconsin Institute for Discovery, about the adding a Bachelor of Science in Biological Sciences degree. Dr. Handelsman was very supportive of the degree. Dr. Van Vliet provided more information about the new program via email. (Appendix 29)
3/27/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Clay County School District about the proposed Bachelor of Science degree in Biological Sciences degree and discussed the optional track in K12 teaching. Samantha Wright (CCSD Supervisor of Certified Teacher Placement) indicated the School District's support of the proposal. and vowed that the District would serve on the Biological Sciences Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to Ms. Wright providing additional information. (Appendix 30)
4/4/2024	Associate Dean Royce Bass spoke with Erin Schellhorn, the Vice President of Executive Operations at St. Johns Center for Clinical Research. Ms. Schellhorn indicated her support of the proposed degree and offered to participate on an advisory board. A follow-up conversation took place between them via email. Ms. Shellhorn submitted a letter of support for the new Bachelor degree. (Appendix 31)
4/4/2024	Associate Dean Royce Bass met with Dennis Hoban, Administrator of Talent Strategy and Management at UF Health St. Johns. Mr. Holban indicated his support of the proposed degree. Follow-up conversation took place between them via email. (Appendix 32)
4/5/2024	Associate Dean Royce Bass met with Nicole Grace, the Executive Director of Keep Putnam Beautiful. Ms. Grace indicated her support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. (Appendix 33)
4/5/2024	Associate Dean Royce Bass spoke with Julie Hindall, Senior Director of Talent Development at JaxUSA. Ms. Hindall stated her support of the proposed degree and agreed to write a letter of support. Follow-up conversation took place between them via email. (Appendix 34)
4/11/2024	JAXUSA SVP Strategy & Talent-Dr. Lebesch Letter of Support (Appendix 35)
4/11/2024	Associate Dean Royce Bass met Amanda Foss, President of GreenWater Labs. Ms. Foss indicated her support of the proposed degree and offered to participate on an advisory board. Follow-up conversation took place between them via email. Ms. Foss submitted a letter of support for the new Bachelor degree. (Appendix 36)

4/23/2024	Associate Dean Royce Bass spoke with Paige Jones, Assistant Park Manager at Ravine Gardens-Florida State Parks. Ms. Jones was extremely supportive of the proposed degree. Follow-up conversation took place between them via email. (Appendix 37)
4/23/2024	Associate Dean Royce Bass spoke with Julio Perez, Extension Agent at UF/IFAS. Mr. Perez was supportive of the proposed degree. Mr. Perez felt that degree would be a great opportunity for our students and UF/IFAS. A follow-up conversation took place between them via email. (Appendix 38)
4/24/2024	CareerSource President, Bruce Ferguson, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 39)
4/24/2024	Clay Electric Palatka District Manager, Derek Hembree, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 40)
4/24/2024	Clay Florida Economic Development Corporation President, Crawford Powell, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 41)
4/24/2024	Putnam County Chamber of Commerce Vice-President of Economic Development, Mark Litten, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 42)
4/25/2024	Putnam County Commissioner, Larry Harvey, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 43)
4/25/2024	Putnam County Sheriff's Office Chief Deputy, Colonel Joseph Well, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 44)
4/29/2024	Associate Dean Bass met with Laura France, Assistant Superintendent, Curriculum and Instruction-Putnam County School District. Ms. France was excited about the opportunity for residents of Clay, St. Johns, and especially Putnam County to have the opportunity to earn a degree that would allow them to receive an alternative teacher certificate in science. A follow-up conversation took place between them via email. (Appendix 45)
5/2/2024	Betty Griffin Center CEO, Kelly Franklin, submitted a letter of support for the Bachelor of Science in Biological Sciences degree. (Appendix 46)
5/4/2024	Associate Dean Bass emailed St. Johns Riverkeeper information about the proposed degree. The Education Director (Jamie DeNisco) was supportive of the Bachelor of Science in Biological Sciences degree and agreed to serve on the advisory board. (Appendix 47)
5/6/2024	Associate Dean Bass spoke with Marna Fox, Secondary Science Program Specialist-St. Johns County School District. Ms. Fox was excited about the opportunity for residents of Clay, St. Johns, and especially Putnam County to have the opportunity to earn a degree that would allow them to receive an alternative teacher certificate in science. A follow-up conversation took place between them via email. Ms. Fox agreed to serve on the advisory board. (Appendix 48)
5/6/2024	Associate Dean Bass spoke with Ms. Pickett, Director of Secondary Education-Clay County School District. Ms. Pickett was excited about the opportunity for

	residents of Clay, St. Johns, and especially Putnam County to have the opportunity to earn a degree that would allow them to receive an alternative teacher certificate in science. A follow-up conversation took place between them via email. Ms. Pickett agreed to serve on the advisory board. (Appendix 49)
5/6/2024	Putnam County Chamber of Commerce President, Dana Jones, submitted a letter support for the Bachelor of Science in Biological Sciences degree. (Appendix 50)
5/13/2024	Associate Dean Bass met with Josie Taylor, Education Director-Alligator Farm. Ms. Taylor is very supportive of the proposed program as a potential employer and volunteered to serve on the advisory board. A follow-up conversation took place between them via email. (Appendix 51)
5/14/2024	Clay County Commissioner Chairman, Jim Renninger, submitted a letter support for the Bachelor of Science in Biological Sciences degree. (Appendix 52)
5/15/2024	Associate Dean Bass spoke with Mr. Cotton, CareerSource Workforce Development Specialist. Mr. Cotton was excited about the positive impact that the proposed degree would have on our service district. A follow-up conversation took place between them via email. Mr. Cotton agreed to serve on the advisory board. (Appendix 53)
5/16/2024	The first Biological Sciences Advisory Board Meeting was scheduled for September 13, 2024, at 2:00pm. (Appendix 54)

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.

9.3 Florida's Academic Program Pre-Proposal Recognition System (APPRiSe)

3/13/2024: SJR State submitted a posting in Florida's Academic Program Pre-Proposal Recognition System (APPRiSe) to notify all post-secondary institutions statewide that the College is considering developing a baccalaureate degree in Biological Sciences and provide advance opportunity for discussion and collaboration. There were no responses posted within APPRiSe prior to the closing of the comment window on 4/26/2024. (Appendix 55)

9.3.1 Public Universities in College's Service District

NA--No public universities have facilities in the College's service district.

9.3.2 Regionally Accredited Institutions in College's Service District

4/5/2024: SJR State's President shared information via email in advance and on 4/5/2024 spoke via phone with Flagler College's President about SJR State's proposal. During this call, President Delaney shared that Flagler College did not object to the proposal and wished SJR State the best in its efforts. (Appendix 56)

5/7/2024: Associate Dean Royce Bass met with Dr. Ennis, Senior Program Director of DPT Programs-University of St. Augustine. Dr. Ennis indicated her support of the proposed degree. A follow-up conversation took place between them via email. Dr. Ennis agreed to serve on the advisory board. (Appendix 57)

9.3.3 Institutions outside of College's Service District

3/25/2024: SJR State's President spoke with Florida State College at Jacksonville's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 58)

3/25/2024: SJR State's President spoke with Daytona State College's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 59)

4/23/2024: Associate Dean Royce Bass spoke with Michael Doyle, Senior Associate Director of Admissions at Nova Southeastern University. Mr. Doyle expressed his support of the proposed degree. A follow-up conversation took place between them via email. Mr. Doyle submitted a letter of support and volunteered to serve on the advisory board. (Appendix 60)

PROGRAM IMPLEMENTATION TIMELINE		
10.1	Indicate the date the notice was initially posted in APPRiSe.	March 11, 2024
10.2	Indicate the date of District Board of Trustees approval.	April 17, 2024
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	April 17, 2024
10.4	Indicate the date the completed proposal was submitted to DFC.	July 26, 2024
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	September 2024
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	January 2025
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	N/A
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2025

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

St. Johns River State College has campuses in Orange Park, Palatka, and St. Augustine, and these campuses are equipped with traditional classrooms, appropriately equipped laboratory space, computer labs, and other instructional spaces, in addition to full-service libraries, tutoring centers, and other academic and student services. Online and hybrid courses use the learning management system Canvas.

The proposed Bachelor in Biological Sciences will be offered through a combination of online and on-campus courses. As part of their baccalaureate studies, students will have class on-campus in traditional classrooms, science labs, and computer labs. On each of the College's three campuses, there are multiple well equipped science laboratories:

- Palatka Campus:
 - 3 Biological Science Laboratories
 - 2 Physical Science Laboratories
- St. Augustine Campus:
 - 4 Biological Science Laboratories
 - 3 Physical Science Laboratories
- Orange Park Campus:
 - 5 Biological Science Laboratories
 - 4 Physical Science Laboratories

In addition to these biological and physical science laboratories, the College also has labs and classrooms dedicated to instruction in nursing and the allied health fields.

The availability of classroom space and spaces dedicated to academic and student support services on all three SJR State campuses is sufficient to accommodate the addition of this proposed baccalaureate degree.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

No new facilities will be needed for this program; however, the College will require several new pieces of equipment to support the instruction of the new upper-division courses. The new equipment to be purchased includes:

- Ultra Low Freezer – SoLow -80 Freezer
- Spectrophotometer Biotek Epoch with Take3 microplate
- Cell culture CO2 incubator – Thermo Fisher BB15
- Thermal Cycler
- Vertebrate Model
- FPLC protein purification (AKTA)

The purchase of this equipment will represent a one-time nonrecurring expense totaling approximately \$40,000, and this expense is included in Year 1 of the budget (see Table 7.1).

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 Describe the existing library and media resources that will be utilized for the program.

St. Johns River State College has three campus libraries each of which features a robust collection of print and digital materials supporting the curriculum. Each campus library has two librarians on staff who hold master's degrees in library science from ALA accredited institutions and employs several professional and support staff members with varying, appropriate credentials. Each campus library is open 65 hours per week in the fall and spring semesters and 56 hours per week in the summer. The library is open from 8:00 a.m. to 9:00 p.m. Monday – Thursday, Friday from 8:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m. In the summer, the College is closed on Fridays. Saturday hours are provided at each location before finals week. The library provides a space and atmosphere conducive to study and research. In addition to a variety of seating areas for studying, each campus library provides computers for student use. These computers are maintained by the College's IT department and are outfitted with programs for which the College has site licenses.

SJR State's Learning Resources include:

- Library resources (data captured 5/16/2024):
 - 65,970 books (unique volume count)
 - 264,990 eBooks
 - 7,555 DVDs (unique volume count)
 - 43,693 streaming videos
 - 35,303 online periodicals
 - 142 online database subscriptions
- Educational technology, high-speed internet, and WiFi for current students, faculty, and staff
- Tutoring services in-person and online
- Research assistance in-person and online
- Class instruction and outreach by faculty request
- Academic support workshops

Discipline-specific resources currently in the SJR State Library collection that support the Bachelor of Science in Biological Sciences include:

- 2,172 print book titles
- 21,304 eBook titles
- 2,429 online periodicals
- 3,967 streaming videos and DVDs
- 14 online databases
- A discipline specific research guide ([Appendix 61](#))

Additional books, journals and databases will be added as needed and upon request from faculty to support curricular needs.

Students access library and learning resources online via the Learning Resources web site ([Appendix 62](#)); a link to this web site is provided on the College home page and in multiple places on MySJRstate (the College's student and faculty portal). Single sign-on protocols allow students to access the library's resources using the same username and password used to login to MySJRstate. Students are automatically granted access to the library's resources upon registering for classes.

The library's physical collections, streaming videos, and eBooks are discoverable through Ex Libris' discovery platform, Primo ([Appendix 63](#)). The "Library Catalog" link in the header of the Learning Resources web site gives students easy access to Primo. Primo is the statewide union catalog of Florida's public colleges and university system libraries and SJR State maintains a reciprocal borrowing agreement with all Florida College System (FCS) and State University System (SUS) libraries.

Using Primo's request feature, Uborrow ([Appendix 64](#)), students can check out items from any SJR State campus and have them delivered to their nearest campus library for pickup and return. Additionally, students can use Uborrow to request books, media, and articles from any state college or university library; items are shipped directly to their selected campus library for student pick-up and students may return the material to any campus library. To provide access to resources available nationally, the library provides inter-library loan services through Worldcat Discovery ([Appendix 65](#)) at no cost to students or faculty.

Students are made aware of the library and learning/information resources available to them through classroom outreach visits and instructional sessions provided by Learning Resources staff and faculty on-campus, off-site, and online. Library faculty provide instructional services in all modalities to help students develop the critical set of skills needed to find, retrieve, analyze, and use information. Instructional services are provided in required courses and gateway courses

such as English composition, but is provided to all courses, upon faculty request, and will be available to BS faculty and students.

Instructional services provided by library faculty include:

- Face-to-face course related instruction, which includes lecture sessions, orientation sessions and tours.
- In-person, one-on-one reference, and online database research consultations, in the library and online via chat or video conference.
- Creation of course-related research guides.
- Creation of online instructional guides for program-specific resources.

SJR State assigns a liaison librarian to provide additional support for science programs.

Students can get on-demand help using library resources during all hours of library operation in-person or online via the library's chat service ([Appendix 66](#)). The chat service is embedded as a widget on every Learning Resources web site page and is a text box on the Library Help web page. Extended chat support is provided on weekends through the statewide Ask-A-Librarian service which students access from any link to the library's chat service.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The SJR State Library regularly updates its collection in alignment with student, faculty, and programmatic needs. New library and media resources will not be needed to implement this program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

Students seeking admission to the Bachelor degree in Biological Sciences must submit an application for admission to the College, complete an online orientation course, and comply with the College's general admissions procedures.

Admission to the program will be open to applicants during the Fall and Spring terms who have a cumulative GPA of 2.0 or higher, have completed an Associate in Arts or a higher degree from an accredited institution, and have successfully completed the required prerequisite courses totaling 30/31 credit hours. All general education coursework must be completed with a grade of "C" or higher, and submission of official transcript(s) is required prior to program acceptance.

The following required prerequisite courses are aligned with Florida's Common Prerequisite Manual:

- Choose one:
 - MAC 2233 Survey of Calculus 3 credits
 - OR**
 - MAC2311 Analytic Geometry with Calculus I 4 credits
- Choose one:
 - STA2023 Elementary Statistics 3 credits
 - OR**
 - MAC2312 Analytic Geometry with Calculus II 4 credits
- BSC 2010 General Biology I 3 credits
- BSC 2010L General Biology I Lab 1 credit
- BSC 2011 General Biology II 3 credits
- BSC 2011L General Biology II Lab 1 credit
- CHM 1045 General Chemistry I 3 credits
- CHM 1045L General Chemistry I Lab 1 credit
- CHM 1046L General Chemistry II 3 credits
- CHM 1046L General Chemistry II Lab 1 credit
- Choose one 8-credit sequence:
 - PHY 1053 General Physics I 3 credits
 - PHY 1053L General Physics I Lab 1 credit
 - PHY 1054 General Physics II 3 credits
 - PHY 1054L General Physics II Lab 1 credit

OR

- | | | |
|-------------|----------------------------|-----------|
| ▪ PHY 2048 | Physics I w/ Calculus | 3 credits |
| ▪ PHY 2048L | Physics I w/ Calculus Lab | 1 credit |
| ▪ PHY 2049 | Physics II w/ Calculus | 3 credits |
| ▪ PHY 2049L | Physics II w/ Calculus Lab | 1 credit |

Submission of official transcript(s) is required prior to program acceptance.

SJR State will be adding this program to current 2+2 agreements and pursuing additional transfer agreements with other institutions as deemed appropriate to allow students with associate degrees from other colleges to matriculate seamlessly into the Bachelor degree in Biological Sciences. Matriculation of students with an earned AA or higher degree will follow standard transfer practices.

Articulation agreements with Nova Southeastern University and University of St. Augustine will allow students earning a Biological Sciences Bachelor degree to pursue a graduate degree.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

During the 2023-2024 academic year, 43% of the SJR State full time faculty teaching in the science department had a terminal degree in their field. Due to the planned addition of two full-time terminal degree faculty members, one in year 2 and one in year 4, it is anticipated that more than 50% of upper division courses in the proposed Bachelor degree in biological sciences will be taught by faculty with a terminal degree.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
8:1	10:1	12:1

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

No specialized program accreditation is required or will be sought.

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).

Indian River State College, Miami Dade State College, and St. Petersburg College offer Bachelor of Science Degrees in Biological Science in CIP 26.0101 Track 1. The specified common prerequisites for this major are:

▪ STA 2023	Elementary Statistics I	
▪ MAC 2311	Analytic Geometry with Calculus I	4 credits OR
▪ MAC 2233	Survey of Calculus	3 credits
▪ CHM 1045	General Chemistry I	3 credits
▪ CHM 1045L	General Chemistry I Lab	1 credit
▪ CHM 1046	General Chemistry II	3 credits
▪ CHM 1046L	General Chemistry II Lab	1 credits
▪ BSC 2010	General Biology I	3 credits
▪ BSC 2010L	General Biology I Lab	1 credit
▪ BSC 2011	General Biology II	3 credits
▪ BSC 2011L	General Biology II Lab	1 credit
General Physics I & II or Physics I & II with Calculus		
▪ PHY 1053	General Physics I	3 credits
▪ PHY 1053L	General Physics I Lab	1 credit
▪ PHY 1054	General Physics II	3 credits
▪ PHY 1054L	General Physics II Lab	1 credit
OR		
▪ PHY 2048	Physics I with Calculus	3 credits
▪ PHY 2048L	Physics I with Calculus Lab	1 credit
▪ PHY 2049	Physics II with Calculus	3 credits
▪ PHY 2049L	Physics II with Calculus Lab	1 credit
OR Organic Chemistry I & II		
▪ CHM 2210	Organic Chemistry I	3 credits
▪ CHM 2210L	Organic Chemistry I Lab	1 credit
▪ CHM 2211	Organic Chemistry II	3 credits
▪ CHM 2211L	Organic Chemistry II Lab	1 credit

SJR State's proposal aligns with these specified common prerequisites for the major.

13.7 For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1	Bachelor Degree in Biological Sciences FALL Start Course Sequence	
Term 1 Fall	Course Title	Credit Hours
BSC 2085	Human Anatomy & Physiology I (pc)	3
BSC 2085	Laboratory for Human Anatomy & Physiology I (pc)	1
CHM 2210	Organic Chemistry I (pc)	3
CHM 2210L	Laboratory for Organic Chemistry I (pc)	1
PCB 3063	Genetics (pc)	3
PCB 3043L	Laboratory for Genetics (pc)	1
	Total Term Credit Hours	12
Term 2 Spring	Course Title	Credit Hours
BSC 2086	Human Anatomy & Physiology II (pc)	3
BSC 2086L	Lab for Human A&P II (pc)	1
CHM 2011	Organic Chemistry II (pc)	3
CHM 2011L	Lab for Organic Chemistry II (pc)	1
PCB 3043	Ecology (pc)	3
PCB 3043L	Lab for Ecology (pc)	1
BSC 3312 OR ZOO 3713C OR Teaching Elective	Marine Biology (elec) & (conc) Comparative Vertebrate Anatomy (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	3
	Total Term Credit Hours	15
Term 3 Summer	Course Title	Credit Hours
PCB 3023	Cell Biology (pc)	3
PCB 3023L	Lab for Cell Biology (pc)	1
BSC 4848	Scientific Communication (pc)	2
BSC 4905	Undergraduate Research in Biology (pc)	1
	Total Term Credit Hours	7
Term 4 Fall	Course Title	Credit Hours
MCB 2010	Microbiology (pc)	3
MCB 2010L	Lab for Microbiology (pc)	1
BSC 3464	Biotechnology (pc)	3
BSC 3464L	Lab for Biotechnology (pc)	1
BOT 3015 OR Teaching Elective	Plant Biology (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	3
PCB 4024 OR Teaching Elective	Evolutionary Biology (elec) & (conc) Teaching Concentration (elec) & (conc)	3
	Total Term Credit Hours	14

Term 5 Spring	Course Title	Credit Hours
BCH 4053	Biochemistry I (pc)	3
BCH 4053L	Lab for Biochemistry (pc)	1
BSC 4900	Senior Capstone (pc)	2
CHOOSE 2: BSC 3312 PCB 3674 MCB 4503 ZOO 3713 Teaching Elective Teaching Elective	Marine Biology (elec) & (conc) Evolutionary Biology (elec) & (conc) Virology (conc) Comparative Vertebrate Anatomy (elec) & (conc) Teaching Concentration Elective (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	6
	Total Term Credit Hours	12
	Program Toal Credit Hours	60

13.7.2	Bachelor Degree in Biological Sciences SPRING Start Course Sequence	
Term 1 Spring	Course Title	Credit Hours
BSC 2085	Human Anatomy & Physiology I (pc)	3
BSC 2085	Laboratory for Human Anatomy & Physiology I (pc)	1
PCB 3043	Ecology (pc)	3
PCB 3043L	Laboratory for Ecology (pc)	1
BSC 3312 OR Teaching Elective	Marine Biology (elec) & (conc) Teaching Concentration Elective(elec) & (conc)	3
ZOO 3713 OR Teaching Elective	Comparative Vertebrate Anatomy (elec) & (conc) Teaching Concentration Electives (elec) & (conc)	3
	Total Term Credit Hours	14
Term 2 Summer	Course Title	Credit Hours
PCB 3023	Cell Biology (pc)	3
PCB 3023L	Lab for Cell Biology (pc)	1
BSC 4848	Scientific Communication (pc)	2
BSC 4905	Undergraduate Research in Biology (pc)	1
	Total Term Credit Hours	7
Term 3 Fall	Course Title	Credit Hours
BSC 2086	Human Anatomy & Physiology II (pc)	3
BSC 2086L	Lab for Human Anatomy & Physiology II (pc)	1
CHM 2210	Organic Chemistry I (pc)	3
CHM 2010L	Lab for Organic Chemistry I (pc)	1
PCB 3063	Genetics (pc)	3
PCB 3063L	Lab for Genetics (pc)	1
	Total Term Credit Hours	12

Term 4 Spring	Course Title	Credit Hours
CHM 2211	Organic Chemistry II (pc)	3
CHM 2211L	Lab for Organic Chemistry II (pc)	1
MCB 2010	Microbiology (pc)	3
MCB 2010L	Lab for Microbiology (pc)	1
BSC 4053	Biochemistry (pc)	3
BSC 4053L	Lab for Biochemistry (pc)	1
PCB 3674 OR MCB 4503 OR Teaching Elective	Evolutionary Biology (elec) & (conc) Virology (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	3
	Total Term Credit Hours	15
Term 5 Fall	Course Title	Credit Hours
BSC 3464	Biotechnology (pc)	3
BSC 3464L	Lab for Biotechnology (pc)	1
BSC 4900	Senior Capstone (pc)	2
BOT 3015 OR Teaching Elective	Plant Biology (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	3
PCB 4024 OR Teaching Elective	Molecular Biology (elec) & (conc) Teaching Concentration Elective (elec) & (conc)	3
	Total Term Credit Hours	12
	Program Total Credit Hours	60

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- ☐ Limited Access
☐ Restricted Access
☒ N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

N/A

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

If the Bachelor in Biological Sciences is terminated in the future, the College will work with all admitted students to find alternative paths for program completion, including facilitating transfers into programs at other institutions and a minimum teach-out period of two years.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

Appendix 1: Lightcast Service District Report-Biological Sciences

Appendix 2: [JAXUSA Biennial Report](#)

Appendix 3: [Florida's Environment - Northeast Region 1](#)

Appendix 4: [JAXUSA-Life Sciences Business Case Study](#)

Appendix 5: [JAXUSA-Life Sciences Industry Report](#)

Appendix 6: [Florida Public School System-Number of Public Schools & Enrollment](#)

Appendix 7: [National Center for Education Statistics: Table 203.20](#)

Appendix 8: [Florida Statutes Section 1012.07 Identification of Critical teacher Shortage Areas](#)

Appendix 9: [FLDOE: Identification of High Demand Teacher Needs Areas for 2024-25](#)

Appendix 10: [State Board of Education Rule 6A4.006](#)

Appendix 11: [SJRSTATE Fact Book 2023](#)

Appendix 12: [November 2023 SJR State Baccalaureate Expansion Survey](#)

Appendix 13: 11/3/2023 Data Presentation from Program Development Exploration Meeting

Appendix 14: 11/13/2023 Biological Sciences Email of Intent

Appendix 15: 11/15/2023 President's Cabinet Meeting Minutes

Appendix 16: 12/6/2023 Board of Trustees Meeting Minutes

Appendix 17: 12/13/2023-Biological Sciences Department Meeting Minutes

Appendix 18: 1/22/2024 Academic Affairs Curriculum Committee Meeting Minutes

Appendix 19: 3/15/2024 Biological Sciences Department NOI Vote

Appendix 20: 3/28/2024 President's Cabinet Meeting Minutes

Appendix 21: 4/2/2024 IPC Meeting Minutes

Appendix 22: 4/17/2024 Board of Trustees Meeting Minutes

Appendix 23: 5/1/2024 Biological Sciences Department SLO Closeout Meeting Minutes

Appendix 24: 1/30/2024 St. Johns River Water Management-District Chief of Staff Brad Purcell & SJR State Email

Appendix 25: 3/13/2024 WaterWorks Director-Palmer Kinser & SJR State Email

Appendix 26: 3/14/2024 Putnam County School District & SJR State Email

Appendix 27: 3/26/2024 St. Johns County School District & SJT State Email

Appendix 28: 3/26/2024 UF Whitney Laboratory Director-Dr. Martindale & SJR State Email Support

Appendix 29: 3/26/2024 Wisconsin Institute for Discovery Director- Dr. Handelsman & SJR State Email

Appendix 30: 3/27/2024 Clay County School District & SJR State Email

Appendix 31: 4/4/2024 St. Johns Center for Clinical Research-VP of Executive Operations- Erin Shellhorn-Letter of Support

Appendix 32: 4/5/2024 UF Health Admin. of Talent Strategy & Mgmt.-Mr. Hoban & SJR State Email

Appendix 33: 4/5/2024 Keep Putnam Beautiful Executive Director-Nicole Grace & SJR State Email

Appendix 34: 4/5/2024 JAXUSA Senior Director of Talent Development-Julie Hindall & SJR State Email

Appendix 35: 4/11/2024 JAXUSA SVP Strategy & Talent-Dr. Lebesch-Letter of Support

Appendix 36: 4/11/2024 GreenWater Labs President-Amanda Foss-Letter of Support

Appendix 37: 4/23/2024 Florida State Parks, Ravine Gardens Asst. Park Manager-Paige Jones & SJR State Email

Appendix 38: 4/23/2024 UF/IFAS Extension Agent-Julio Perez & SJR State Email

Appendix 39: 4/24/2024 CareerSource President-Bruce Ferguson-Letter of Support

Appendix 40: 4/24/2024 Clay Electric, Palatka District Manager-Derek Hembree-Letter of Support

Appendix 41: 4/24/2024 Clay Florida Economic Development President-Crawford Powell-Letter of Support

Appendix 42: 4/24/2024 Putnam County Chamber of Commerce, VP of Economic Development-Mark Litten-Letter of Support

Appendix 43: 4/25/2024 Putnam County Commissioner-Larry Harvey-Letter of Support

Appendix 44: 4/25/2024 Putnam County Sheriff's Office Chief Deputy- Col. Joseph Well-Letter of Support

Appendix 45: 4/29/2024 Putnam County School District, Assistant Superintendent-Laura France & SJR State Email

Appendix 46: 5/2/2024 Betty Griffin Center, CEO-Kelly Franklin-Letter of Support

Appendix 47: 5/1/2024 St. Johns Riverkeeper, Education Director-Jamie DeNisco & SJR State Email

Appendix 48: 5/6/2024 St. Johns County School District, Secondary Science Program Specialist-Marna Fox & SJR State Email

Appendix 49: 5/6/2024 Clay County School District, Director of Secondary Education-Ms. Pickett & SJR State Email

Appendix 50: 5/6/2024 Putnam County Chamber of Commerce, Dana Jones-Letter of Support

Appendix 51: 5/13/2024 Alligator Farm, Education Director-Josie Taylor & SJR State Email

Appendix 52: 5/14/2024 Clay County Commissioner Chairman-Jim Renninger Letter of Support

Appendix 53: 5/15/2024 CarerSource, Workforce Development Specialist-Mr. Cotton & SJR State Email

Appendix 54: 5/16/2024 First Biological Sciences Advisory Meeting Scheduled

Appendix 55: 3/13/2024 SJR State posting in APPRiSE

Appendix 56: 4/5/2024 Communication between SJR State President & Flagler College President

Appendix 57: 5/7/2024 University of St. Augustine, Senior Program Director of DPT-Dr. Ennis & SJR State Email

Appendix 58: 3/25/2024 Notification Email to Florida State College of Jacksonville President Avendano

Appendix 59: 3/25/2024 Notification Email to Daytona State College President LoBasso

Appendix 60: 4/23/2024 Nova Southeastern University, Director of Admissions-Michael Doyle Letter of Support

Appendix 61: [Biological Sciences Discipline Specific Library Resource Guide](#)

Appendix 62: [Learning Resources website](#)

Appendix 63: [SJR State's Library's Ex Libris' discovery platform Primo](#)

Appendix 64: [SJR State's Library's Primo's request feature Uborrow](#)

Appendix 65: [SJR State's Inter-Library Loan Services through Worldcat Discovery](#)

Appendix 66: [SJR State's Library Chat Service](#)

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

St. Johns River State College's proposed Bachelor in Biological Sciences did not receive any objections to or alternative proposals from other postsecondary institutions.

BACCALAUREATE PROPOSAL APPLICATION

Form No. BAAC 02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- ☒ Institution Information
- ☒ Program summary
- ☒ Program description
- ☒ Workforce demand, supply, and unmet need
- ☒ Student costs: tuition and fees
- ☒ Enrollment projections and funding requirements
- ☒ Planning process
- ☒ Program implementation timeline
- ☒ Facilities and equipment specific to program area
- ☒ Library and media specific to program area
- ☒ Academic content
- ☒ Program termination
- ☒ Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	St. Johns River State College
Institution President.	Joe Pickens, J.D.

PROGRAM SUMMARY

1.1	Program name.	Bachelor of Science in Exceptional Student Education (K12) with ESOL and Reading Endorsements
1.2	Degree type.	<input checked="" type="checkbox"/> Bachelor of Science <input type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	13.1001
1.5	Anticipated program implementation date.	August 2025
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program:
1.7	Is the degree program a STEM focus area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	N/A

PROGRAM DESCRIPTION

*2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand, current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.*

St. Johns River State College's proposed Bachelor of Science in Exceptional Student Education (BS-ESE) program with endorsements in Reading (K-12) and English for Speakers of Other Languages (ESOL, K-12) has been designed in response to the increasing local demand for ESE-credentialed educators. The degree will train and educate teachers to assist and empower children with disabilities who need specially designed instruction and related services. With a focus on a high-quality education, flexibility, and experiential learning, this degree provides an opportunity for students in Clay, Putnam, and St. Johns Counties to pursue their bachelor degree locally and in the educational setting best suited for their needs.

The workforce demand for teachers certified in the field of ESE is currently not being met, and this gap is projected to continue to grow both within our local region and statewide. Annually, the Florida Department of Education publishes a list of the "High Demand Teacher Needs Areas," and for the 2024-2025 academic year, the subject area "ESE" which includes Exceptional Student Education is ranked first of all subjects in terms of need ([Appendix 1](#)). ESE also ranks first in terms of the number of projected vacancies for 2024-25, and in 2022-23, ESE ranked first in total number of courses taught by teachers not certified in the appropriate field ([Appendix 1](#)). In SJR State's tri-county service district of Clay, Putnam, and St. Johns Counties, the annual unmet need of ESE baccalaureate graduates is 73 (see Table 3.1.2a), and this unmet need increases to 158 throughout Workforce Region 8 (see Table 3.1.2b).

The BS-ESE degree will require a total of 120 semester credits and be a 2+2 program articulating from the Associate in Arts (AA) degree. All applicants will be required to have an earned Associate degree prior to admission to include a total of 36 credits of general education coursework and 24 baccalaureate prerequisite and elective credits. The required prerequisite coursework will align with Florida's Common Prerequisite Manual, and a passing score on two of the four sections of the General Knowledge Test (GK) on the Florida Teacher Certification Exam (FTCE) will also be completed before being admitted into the program.

After admission, students will be required to complete a total of 60 upper division credits in Classroom Management, Instructional Strategies, Reading, English for Speakers of Other Languages (ESOL), and Exceptional Student Education (ESE). The curriculum will ensure that candidates and completers are prepared to instruct kindergarten through grade 12 (K-12) ESE students to meet high standards for academic achievement. Multiple field experience placements will be required, culminating in a semester-long teaching experience. Obtaining a

passing score on the professional education and subject area sections of the FTCE will be required prior to graduation.

The program faculty will instruct and assess each candidate's progress and mastery of the Uniform Core Curricula (UCC) in coursework and field experiences, as defined in Rule 6A 5.066(1) to include: 1) instruction/assessment in Florida Educator Accomplished Practices; 2) curricula and instruction using state-adopted content standards; 3) scientifically-researched and evidence-based reading instruction; 4) content literacy and mathematical practices; 5) appropriate instructional strategies for English language learners, students with disabilities, differentiation, and classroom management; 6) early identification of students in crisis or experiencing a mental health challenge and referral methods; and 7) strategies to support the use of technology in education and distance learning ([Appendix 2](#)).

All upper- and lower-division courses and course content will comply with Florida Statutes and Florida State Board of Education Rules.

As part of the initial exploration of potential baccalaureate degree expansion, SJR State surveyed interested community members and current, future, and former SJR State students to determine their career and educational interests (Appendix 3). In addition to focusing on local, regional, and state employment data and trends, SJR State has also engaged with its Teacher Education Advisory Board members to ensure that the proposed curriculum is in alignment with and will meet the needs of Clay, Putnam, and St. Johns Counties. St. Johns River State College's baccalaureate in Exceptional Student Education is being proposed in response to this feedback and the documented gap between the projected number of open positions and the number of baccalaureate graduates being produced within our service district and region.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

Graduates of St. Johns River State College's Bachelor of Science in Exceptional Student Education will be prepared for a wide range of in-demand careers in the field of special education that currently have significant unmet need. This degree will prepare graduates specifically for employment as K12 special education teachers. Average annual earnings range from over \$49,000 for Special Education Preschool Teachers to just under \$69,000 for Special Education Secondary Teachers (see Tables 3.1.2 and 3.1.2b).

It is important to note that although this proposed baccalaureate degree is being designed for the residents and employers of the College's tri-county service district, Clay, Putnam, and St. Johns Counties serve as "bedroom communities" for the greater Jacksonville area of Workforce Region 8, and residents of these counties generally anticipate pursuing job opportunities outside of their home county. Furthermore, school districts in the greater Jacksonville area count on the residents of Clay, Putnam, and St. Johns Counties to fill teaching vacancies within their schools. For these reasons, the scope of analysis within this proposal has been broadened beyond SJR State's tri-county service district to include all of Workforce Region 8.

While the Florida Department of Economic Opportunity (DEO) reports a healthy workforce outlook in Florida, it does not disaggregate data for teachers by field (for this reason, there is no data in Table 3.1.1). However, data from Lightcast (formerly EMSI) indicates a projected growth of nearly 6.2% and 73 annual job openings in SJR State's three-county district (see Table 3.1.2), and an additional 75 annual job openings are projected in Baker, Bradford, and Duval counties for a total of 158 annual job openings within the six-county Workforce Region 8 (see Table 3.1.2b). Furthermore, the Florida Department of Education has projected that for 2024-2025, there will be 2,541 Special Education teacher vacancies in Florida but only 375 ESE Teacher Education program completers (Appendix 1). It should also be noted that nearly one quarter of the current Special Education teacher workforce in both SJR State's service district and all of Region 8 is eligible for retirement in the next five years (Appendix 4).

Within SJR State's service district of Clay, Putnam, and St. Johns Counties, there is currently no supplier of graduates in this field as there are no public universities and only one private university (Flagler College) that does not offer a baccalaureate degree major in this area. Increasing the scope of analysis to all of northeast Florida reveals that the colleges and universities in all of Region 8 (University of North Florida, Florida State College at Jacksonville, Jacksonville University, Edward Waters University, Flagler College, and St. Johns River State

College) are only producing an average of 17 baccalaureate graduates per year in related CIP codes (see Tables 3.1.3 and 3.1.3b).

As tables 3.1.2, 3.12b, 3.1.3, 3.13b, and 3.1.4 illustrate, the supply of graduates of programs in the field of Special Education is not meeting the demand of the local workforce, resulting in an unmet need of 73 graduates per year in SJR State's District and an unmet need of 141 graduates per year throughout Region 8 as evidenced by the Lightcast and IPEDS data.

DEMAND: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) EMPLOYMENT PROJECTIONS

3.1.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	**Level Change	***Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
No data to report								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
								\$ -		
					Total	0				

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE EMSI (Economic Modeling Specialists International)

3.1.2 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Special Education Teachers, Preschool	25-2051	Clay, Putnam, St. Johns	27	29	7.41	18	\$23.71	\$ 49,315	B	B
Special Education Teachers, Kindergarten and	25-2052	Clay, Putnam, St. Johns	154	172	11.69	106	\$30.01	\$ 62,414	B	B
Special Education Teachers, Middle	25-2057	Clay, Putnam, St. Johns	73	75	2.74	46	\$29.65	\$ 61,665	B	B
Special Education Teachers, Secondary	25-2058	Clay, Putnam, St. Johns	555	606	9.19	363	\$33.02	\$ 68,678	B	B
Special Education Teachers, All Other	25-2059	Clay, Putnam, St. Johns	76	83	9.21	50	\$27.35	\$ 56,892	B	B
								\$ -		
								\$ -		
								\$ -		
					Total	73	\$ 28.75	\$ 59,793		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE (Lightcast)

3.1.2b The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/ Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Special Education Teachers, Preschool	25-2051	Region 8	54	60	11.11	37	\$22.93	\$ 47,700	B	B
Special Education Teachers, Kindergarten and Elementary School	25-2052	Region 8	342	377	10.23	229	\$30.44	\$ 63,316	B	B
Special Education Teachers, Middle School	25-2057	Region 8	117	127	8.55	79	\$29.40	\$ 61,142	B	B
Special Education Teachers, Secondary School	25-2058	Region 8	1312	1379	5.11	794	\$33.46	\$ 69,591	B	B
Special Education Teachers, All Other	25-2059	Region 8	191	207	8.38	124	\$27.04	\$ 56,236	B	B
								\$ -		
								\$ -		
								\$ -		
					Total	158	\$ 28.65	\$ 59,597		

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

CLICK [HERE](#) FOR INSTRUCTIONS FOR COMPLETING THE SUPPLY SECTION: If institutions do not have data available for completers in the service district, please report statewide data. You may note these are statewide figures.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
The SJR State service district (Clay, Putnam, and St. Johns) does not have an institution that awards degrees in Exceptional/Special Education.	13.1001	0	0	0	0	0	0
	Total	0	0	0	0	0	0

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS

3.1.3b The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

CLICK [HERE](#) FOR INSTRUCTIONS FOR COMPLETING THE SUPPLY SECTION: If institutions do not have data available for completers in the service district, please report statewide data. You may note these are statewide figures.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
University of North Florida	13.1001	24	9	15	15	20	17
	Total	24	9	15	15	20	17

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

CLICK [HERE](#) FOR INSTRUCTIONS FOR COMPLETING THE ESTIMATES OF UNMET NEED SECTION: If institutions do not have data available for completers in the service district, please report statewide data. You may note these are statewide figures.

	Demand	Supply		Range of Estimated Unmet Need					
	(A)	(B)	(C)	(A-B)	(A-C)				
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference				
DEO Total				0	0				
Other Totals	158	24	17	134	141				

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

Northeast Florida is presently ranked as one of the top five job markets in the nation, generating 5,300 new jobs with almost 4.1 billion dollars in private investment capital ([Appendix 5](#)). Specific to this proposed degree, given that Florida's public school system is the 4th largest school system in the United States with more than 4,000 public schools enrolling almost 3 million students each year ([Appendix 6](#)), the existing critical shortage of qualified teachers in Florida, and public school enrollment in Florida projected to increase by nearly 5% over the next ten years ([Appendix 7](#)), the job outlook for public school teachers is predicted to continue to increase.

Furthermore, Section 1012.07, Florida Statutes, requires the State Board of Education to annually identify critical teacher shortages areas based on the recommendation of the Commissioner of Education ([Appendix 8](#)). Annually, the Florida Department of Education publishes this in the document "Identification of High Demand Teacher Needs Areas," and for the 2024-2025 academic year, the subject area "ESE" which includes Exceptional Student Education is ranked first of all subjects in terms of need, first in terms of the number of projected vacancies for 2024-25, and, first in total number of courses taught by teachers not certified in the appropriate field ([Appendix 1](#)).

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

Not applicable as no occupations requiring below or above the level of a baccalaureate degree are included in this analysis.

3.4 Describe the career path and potential employment opportunities for graduates of the program.

The career paths and potential employment opportunities for graduates of St. Johns River State College's proposed Exceptional Student Education baccalaureate degree will encompass a myriad of professions within education and other related fields.

In accordance with Florida Statute and Florida Department of Education State Board Rule, St. Johns River State College's Bachelor degrees are all 2 + 2 degrees, and students in this proposed baccalaureate program must, therefore, first earn their Associate in Arts (AA) degree.

Students will be able to begin their academic program as early as high school by enrolling in general education and teacher education courses that lead towards the AA degree through dual enrollment. Simultaneous to pursuing their Associate degree, students will be able to begin their career path in entry-level occupations in the field that require a high school diploma or some postsecondary credit or an Associate degree such as a paraprofessional or substitute teacher. Course offerings at the baccalaureate level will be designed to accommodate traditional as well as nontraditional students and will be scheduled in the evenings and online, enabling students to hold entry-level positions in the field while simultaneously pursuing their baccalaureate degree.

With their earned baccalaureate degree, graduates will be prepared to competitively enter the workforce in a variety of positions and career paths including ESE teacher, ESE Coordinator, and intervention specialist, and their degree coupled with experience working in the field will also support their promotion into positions with greater scope and leadership.

In addition to preparing students for immediate employment, this baccalaureate degree will prepare students who wish to pursue graduate study for transfer into Masters programs in educational leadership, guidance counseling, educational technology, and other areas. Conversation regarding the creation of a seamless pathway into graduate studies via articulation to neighboring universities has already begun.

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

	Cost per credit hour	Number of credit hours	Total cost
Tuition & Fees for lower division:	\$ 108.00	60	\$ 6,480
Tuition & Fees for upper division:	\$ 124.75	60	\$ 7,485
Tuition & Fees (Total):		120	\$ 13,965

☒ Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

Students who meet SJR State's eligibility requirements for the \$10k degrees will receive a tuition waiver or scholarship for their last 20 credits during their final two semesters, reducing the total cost to less than \$10,000. This does not include special fees, lab fees, textbooks, credit hours outside of a student's program of study, prep or repeat courses, or other associated program costs which are the responsibility of the student. ([Appendix 9](#))

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college's service district or at each nonpublic institution operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Flagler College (based on posted 2023-24 semester tuition divided by 15 credits)	\$857	120	\$ 102,840
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4
5.2	Unduplicated headcount enrollment:	10	18	24	24
5.3	Program Student Credit Hours (Resident)	300	540	720	720
5.4	Program Student Credit Hours (Non-resident)				
5.5	Program FTE - Resident (Hours divided by 30)	10	18	24	24
5.6	Program FTE - Non-resident (Hours divided by 30)	0	0	0	0
5.7	Total Program FTE	10	18	24	24

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the "Year 1" column in the "Count of Degrees Awarded" row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

6.2	Count of Degrees Awarded	0	8	15	20
6.3	Number of Graduates Employed	0	7	14	18
6.4	Average Starting Salary	N/A	\$ 47,500.00	\$ 47,500.00	\$ 47,500.00

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

		2025-2026	2026-2027	2027-2028	2028-2029
7.2	Program Expenditures:	\$ 56,006.00	\$ 68,506.00	\$ 74,500.00	\$ 74,500.00
7.2.1	Instructional Expenses	\$53,506	\$63,506	\$69,500	\$69,500
7.2.2	Operating Expenses	\$2,500	\$5,000	\$5,000	\$5,000
7.2.3	Capital Outlay	\$0	\$0	\$0	\$0
7.3	Revenue:	\$56,245	\$68,364	\$89,820	\$89,820
7.3.1	Upper Level - Resident Student Tuition	\$27,537	\$49,566	\$66,089	\$66,089
7.3.3	Upper Level - Other Student Fees	\$9,888	\$17,798	\$23,731	\$23,731
7.3.4	Lower Level - Resident Student Tuition	\$ -	\$ -	\$ -	\$ -
	Lower Level - Other Student Fees	\$ -	\$ -	\$ -	\$ -
	Florida College System Program Funds	\$ -	\$ -	\$ -	\$ -
7.3.5	SJR State Auxiliary	\$ 19,000.00	\$ 1,000.00	\$ -	\$ -
7.4	Carry Forward:		\$ 239.00	\$ 97.00	\$ 15,417.00
7.4.1	Total Funds Available	\$ 56,245	\$ 68,603	\$ 89,917	\$ 105,237
7.4.2	Total Unexpended Funds (carry forward)	\$ 239	\$ 97	\$ 15,417	\$ 30,737

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

Enrollment in SJR State's baccalaureate degree programs ranges from 48 students in the Early Childhood Education program to 219 in the Organizational Management program ([Appendix 10](#)). As exceptional student education is a field with well documented student recruitment challenges, SJR State conservatively estimates that 10 new students will enter the proposed Bachelor of Exceptional Student Education program each year.

Given an 80% year-to-year retention rate and a two-year graduation rate of 80%, we project that enrollments will stabilize at a headcount of 24 students by year 4.

Although this program will cater to non-traditional students, based upon the enrollment demographics of the Early Childhood Education baccalaureate degree, a more traditional student population preparing for direct entry into the workforce is anticipated, and students in the program are projected to average 30 credits per year.

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

Program expenditures including both instructional expenses and operational expenses have been considered. All necessary equipment, hardware, software, facilities, library resources, etc. are already in place to support the College's feeder Associate degree program, and capital expenses are therefore not anticipated. New operating funds have been budgeted for the increased costs related to both professional development and educational materials and supplies that will come with the hire of new faculty.

The proposed Bachelor of Science in Exceptional Student Education (BS-ESE) will complement the College's existing Bachelor of Science in Early Childhood Education (BS-ECE) degree, with the ESE and ECE degrees sharing 33 of the 60 upper-division credits in each degree and students from both degrees enrolling in course sections. Existing course sections for these 33 credit hours currently have additional capacity for enrollment growth, and the College will, therefore, not incur additional (unbudgeted) instructional expense for these 33 credits. In year one, 15 of the new 27 upper-division ESE credits will be taught, and in year two, the remaining 12 new credits will be added to the course schedule.

Budgeted instructional expenses include the addition of one new full-time terminal degree faculty member to be hired in year one. However, it is important to note that the teaching load of this position will be shared between the ESE program and four of the College's other (non-education) Bachelor degree programs that include a track with 15-credits of upper-division education courses. Eighty percent (80%) of the salary and benefits of this position has been charged to the ESE program and is included in table 7.1 of this proposal, while the remaining 20% has been budgeted in the four non-education Bachelor degree programs at 5% each. Additional adjunct and overload salary and benefits has been budgeted as well to accommodate projected program growth.

Revenue projections are based on baccalaureate students taking 60 credits of upper-division coursework after admission to the program. Because the program is intended to serve the residents of our service district and state, significant enrollment of non-Florida resident students is not anticipated. Because the program is intended to serve the residents of our service district and state, and given that the enrollment in SJR State's existing Bachelor degrees is 96% Florida residents, significant enrollment of non-resident students is not anticipated.

During years 1 and 2, SJR State will utilize funds generated through the College's auxiliaries to fund program startup costs and other expenditures that exceed the revenue generated through new tuition. The program is anticipated to become self-supporting in year 3.

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

Date	Activity
11/3/2023	In response to discussion with and amongst faculty, community stakeholders, and students, on November 3, 2023, a group of faculty and academic leadership met to develop several workgroups to explore the expansion of SJR State baccalaureate degree programs. Items to be discussed by the workgroups include the top occupations in SJR State's service district and Region 8, the average number of available jobs, the typical entry-level education required, and the unmet graduate need. (Appendix 11)
Nov 2023	SJR State surveyed its current students regarding their interest in pursuing a baccalaureate degree in Exceptional Student Education at SJR State. Survey results indicated that 6% (n=147) were interested in this teaching degree. (Appendix 3)
11/13/2023	After examining the data and determining it reflected a local need for baccalaureate graduates in the field of Exceptional Student Education, SJR State faculty and leadership submitted to College Administration an email of intent to begin the process of exploring curriculum and program development. (Appendix 12)
11/15/2023	During the President's Cabinet Meeting, SJR State's President, Vice Presidents, and senior leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the President's Cabinet indicated support for the potential program. (Appendix 13)
12/6/2023	Dr. Brown shared with the SJR State Board of Trustees the faculty workgroup's baccalaureate degree development efforts. The data, next steps, and timeline were discussed. During this meeting, the Board of Trustees voted to approve the continued development of the Bachelor in Exceptional Student Education with a targeted implementation of Fall 2025. (Appendix 14)
12/12/2023	During the Teacher Education faculty department meeting, the faculty discussed the data and program and curriculum research that had been completed by the workgroup and voted to approve the continued development of the Bachelor in Exceptional Student Education with a targeted implementation of Fall 2025. (Appendix 15)
Jan 2024	Faculty began developing the curriculum, pathways to degree, course descriptions, and course outlines for the proposed baccalaureate degree in Exceptional Student Education.

3/12/2024	The Teacher Education faculty voted to approve the submission of the NOI and continued development of the Bachelor of Science in Exceptional Student Education with a targeted implementation date of Fall 2025. (Appendix 16)
3/28/2024	The members of the President's Cabinet reviewed the NOI and indicated support of its submission to IPC and continued development of the BS in Exceptional Student Education with a targeted implementation of Fall 2025. (Appendix 17)
4/2/2024	SJR State IPC approved the NOI and continued development of the BS in Exceptional Student Education with a targeted implementation of Fall 2025. (Appendix 18)
4/17/2024	Board of Trustees approved the NOI for the Bachelor in Exceptional Student Education with a targeted implementation of Fall 2025. (Appendix 19)
5/2/2024	The Teacher Education faculty voted to approve the new Bachelor of Science in Exceptional Student Education curriculum. (Appendix 20)

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

Date	Activity
9/20/2018	At SJR State's annual Teacher Education Advisory Board, Advisory Board members from the Clay, Putnam, and St. Johns County School Districts discussed the need for SJR State to develop additional Bachelor degrees leading to certification in critical needs areas including ESE, science, and mathematics. SJR State leadership agreed to research and pursue this as budgets and other considerations allow. (Appendix 23)
10/1/2019	Advisory Board members, at the annual SJR State Teacher Education Advisory Board meeting, discussed the need for specific programs in exceptional student education behavior management as well as critical teacher shortage areas such as math and science. Board members inquired on a plan to add a Bachelor degree in Exceptional Student Education as well as certification in science and math. SJR State leadership indicated that research for the need of the critical areas has begun. (Appendix 24)
10/14/2020	At SJR State's annual Teacher Education Advisory Board meeting, held virtually due to COVID, an advisory board member discussed the need for teachers to have specialized training in Exceptional Student Education. Board members agreed and discussed the continued need of critical shortage areas such as math and science. SJR State leadership indicated that research has begun and is ongoing on determining what Bachelor degrees are needed in the tri-county area the college serves. SJR State leadership indicated that budget considerations were being reviewed in response to the advisory board's feedback of these critical areas. (Appendix 25)
10/21/2021	Advisory board members present at the annual advisory board indicated the ongoing need for critical shortage areas of special education teachers, math and science. SJR State leadership indicated the college will be exploring these areas as possible future programs. (Appendix 26)
10/20/2022	SJR State's Teacher Education Advisory Board members stressed the need for teachers who are certified in critical shortage areas such as math, science, and Exceptional Student Education. SJR State leadership indicated they are aware and is actively exploring these critical areas. (Appendix 27)
10/16/2023	Advisory board members inquired on the status of adding additional programs in critical shortage areas such as Exceptional Student Education, science and math. SJR State leadership is actively exploring with considerations being made to the budget. (Appendix 28)
2/6/2024	SJR State's Teacher Education Advisory Board voted to approve the development of a Bachelor of Science in Exceptional Student Education. (Appendix 29)

3/14/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Putnam County School District about the proposed BS in Exceptional Student Education. Kristin Carroll (PCSD Administrator of Certification, Recruitment, Novice Teacher Program, Instructional Experience, Intern Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Kristin Carroll and Executive Director of Human Resources Tonya Whitehurst. (Appendix 30)
3/26/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the St. Johns County School District about the proposed BS in Exceptional Student Education. Parker Raimann (SJCSO Director of Instruction Personnel) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Parker Raimann and Associate Superintendent of Human Resources Wayne King. (Appendix 31)
3/27/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Clay County School District about the proposed BS in Exceptional Student Education. Samantha Wright (CCSD Supervisor of Certified Teacher Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to Ms. Wright providing additional information. (Appendix 32)
April 2024-- May 2024	SJR State received letters of support for its baccalaureate development efforts from the Clay, Putnam, and St. Johns County community (Appendix 33): <ul style="list-style-type: none"> a. Clay County Board of County Commissioners b. Putnam County Board of County Commissioners c. St. Johns County Board of County Commissioners d. CareerSource Northeast Florida e. Clay Florida Economic Development Corporation f. Clay Electric Cooperative, Inc. g. Putnam County Chamber of Commerce h. Putnam County Chamber of Commerce Economic Development Council i. Putnam County Sheriff's Department j. Betty Griffin Center
May 2024	SJR State received letters of support for its baccalaureate development efforts from local Superintendents of Schools (Appendix 34): <ul style="list-style-type: none"> a. Clay County Superintendent of Schools b. Putnam County Superintendent of Schools c. St. Johns County Superintendent of Schools

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.

9.3 Florida's Academic Program Pre-Proposal Recognition System (APPRiSe)

SJR State submitted a posting in Florida's Academic Program Pre-Proposal Recognition System (APPRiSe) on March 13, 2024, to notify all post-secondary institutions statewide that the College is considering developing a baccalaureate degree in Exceptional Student Education and provide advance opportunity for discussion and collaboration (Appendix 35).

On April 5, 2024, Dr. John Kantner, Senior Associate Provost for Faculty and Research at the University of North Florida, entered a comment in APPRiSe, expressing concerns about how SJR State's proposed baccalaureate degree in Exceptional Student Education might impact UNF's degree. In the comment, he shared that UNF has additional capacity in their program, that they had collaborated with the Clay and St. Johns County School Districts, and that they have concerns that "SJR State's program will draw prospective students away from UNF as their tuition is lower" (Appendix 36).

SJR State's Senior Vice President and Chief Operating Officer Dr. Melanie Brown and UNF's Senior Associate Provost for Faculty and Research Dr. John Kantner discussed UNF's concerns through an email exchange (See Appendix 37 for complete email exchange). Highlights include:

- April 22, 2024: In response to the comment in APPRiSe, Dr. Brown emailed Dr. Kantner, requesting an opportunity to discuss UNF's concerns and seeking clarification whether "UNF is planning an alternative proposal to offer a Bachelor Degree in Exceptional Student Education at a location somewhere in Putnam, Clay, and St. Johns Counties."
- May 31, 2024: Dr. Kanter shared via email UNF's BS-ESE enrollment and graduation numbers and the home addresses of their current students. Of the 24 students, 4 reside in St. Johns, 2 in St. Augustine, 1 in Middleburg, and the remainder are out of SJR State's service district. Due to UNF's BS-ESE capacity for growth, he suggested that rather than SJR State starting a new degree that an articulation be developed between SJR State's Associate degrees and UNF's Bachelor in ESE.
- June 4, 2024: Dr. Brown replied to Dr. Kanter with enrollment information for SJR State's BS in Early Childhood Education for comparison. Of the 44 students, with the exception of one who lives in neighboring Bunell, all live in SJR State's three-county service district of Clay, Putnam, and St. Johns Counties with the greatest concentration of students by zip code coming from 32068 which is not represented in UNF's enrollment. Dr. Brown also provided a list of days and times she was available to meet to continue the conversation and begin discussion about articulation from SJR State's existing Bachelor degrees to UNF's graduate programs.

On July 2, 2024, Dr. Brown and SJR State's Associate Dean of Teacher Education Dr. Mary Ann Kester traveled to UNF and met with UNF's Provost Dr. Karen Patterson, Dr. Kantner, and UNF's

Interim Dean of Education Dr. Jennifer Kane. During the meeting, the following items were discussed:

- Dr. Kane shared their concern that SJR State’s proposed degree would negatively impact enrollment in UNF’s already small ESE degree. She also shared that UNF was in the process of developing an online ESE apprenticeship program and offered that as an option for students who reside outside of UNF’s immediate area.
- Dr. Brown and Dr. Kester shared the pressures SJR State was feeling to bring the program to Putnam, Clay, and St. Johns Counties to assist in meeting the critical teacher shortage, and they also shared that SJR State would be able to offer small course sections of the ESE classes due to higher enrollment in other education courses and the department’s overall enrollment rates.
- UNF indicated interest in offering a program physically in Putnam County but shared that they would be unable to offer small, in person course sections. The different demographic between UNF’s and SJR State’s baccalaureate students was also discussed as was the existing, very strong articulation agreement between SJR State and UNF, including SJR State’s transfer trends.
- Dr. Brown expressed an interest in developing articulation agreements between SJR State’s Bachelor degrees and UNF’s graduate degrees, in addition to articulation from the AA to other education Bachelor degrees such as Physics. The meeting ended with both groups having a better understanding of each other’s perspective and a vow to continue working together in the future.

On July 16, 2024, SJR State’s Dean of Arts and Sciences Dr. Myrna Allen and Dr. Kester were contacted by UNF’s Dr. Brian Lane about partnering on a project to establish a pathway for SJR State’s STEM students to transfer to UNF for physics teacher preparation. This collaborative work has been embraced by SJR State, and additional efforts are planned to establish other program-specific articulation pathways. (Appendix 21)

The University of North Florida was the only institution to enter a comment in APPRiSe, and the comment period closed April 26, 2024. As of the submission of this proposal on July 26, 2024, no further feedback has been received from UNF.

9.3.1 Public Universities in College’s Service District

NA--No public universities have facilities in the College’s service district.

9.3.2 Regionally Accredited Institutions in College’s Service District

4/5/2024: SJR State’s President shared information via email in advance and on 4/5/2024 spoke via phone with Flagler College’s President about SJR State’s proposal. During this call, President Delaney shared that Flagler College did not object to the proposal and wished SJR State the best in its efforts. (Appendix 38)

9.3.3 Institutions outside of College’s Service District

3/25/2024: SJR State's President spoke with Florida State College at Jacksonville's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 39)

3/25/2024: SJR State's President spoke with Daytona State College's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 40)

PROGRAM IMPLEMENTATION TIMELINE		
10.1	Indicate the date the notice was initially posted in APPRiSe.	March 13, 2024
10.2	Indicate the date of District Board of Trustees approval.	April 17, 2024
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	April 17, 2024
10.4	Indicate the date the completed proposal was submitted to DFC.	July 26, 2024
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	September 2024
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	January 2025
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	January 2025
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2025

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

St. Johns River State College has campuses in Orange Park, Palatka, and St. Augustine, and these campuses are equipped with traditional classrooms, appropriately equipped laboratory space, computer labs, and other instructional spaces, in addition to full-service libraries, tutoring centers, and other academic and student services. Online and hybrid courses use the learning management system Canvas.

The proposed Bachelor in Exceptional Student Education will be offered through a combination of online and on-campus courses. As part of their baccalaureate studies, students will have class on-campus in traditional classrooms and computer labs. No specialized equipment will be utilized.

The availability of classroom space and spaces dedicated to academic and student support services on all three SJR State campuses is sufficient to accommodate the addition of this proposed baccalaureate degree.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

No new facilities or equipment will be needed for this program.

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 *Describe the existing library and media resources that will be utilized for the program.*

St. Johns River State College has three campus libraries each of which features a robust collection of print and digital materials supporting the curriculum. Each campus library has two librarians on staff who hold master's degrees in library science from ALA accredited institutions and employs several professional and support staff members with varying, appropriate credentials. Each campus library is open 65 hours per week in the fall and spring semesters and 56 hours per week in the summer. The library is open from 8:00 a.m. to 9:00 p.m. Monday – Thursday, Friday from 8:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m. In the summer, the College is closed on Fridays. Saturday hours are provided at each location before finals week. The library provides a space and atmosphere conducive to study and research. In addition to a variety of seating areas for studying, each campus library provides computers for student use. These computers are maintained by the College's IT department and are outfitted with programs for which the College has site licenses.

SJR State's Learning Resources include:

- Library resources (data captured 5/16/2024):
 - 65,970 books (unique volume count)
 - 264,990 eBooks
 - 7,555 DVDs (unique volume count)
 - 43,693 streaming videos
 - 35,303 online periodicals
 - 142 online database subscriptions
- Educational technology, high-speed internet, and WiFi for current students, faculty, and staff
- Tutoring services in-person and online
- Research assistance in-person and online
- Class instruction and outreach by faculty request
- Academic support workshops

Discipline-specific resources currently in the SJR State Library collection that support the BS in Exceptional Student Education include:

- 2,984 print book titles
- 11,168 eBook titles
- 1,101 online periodicals
- 1,843 streaming videos and DVDs
- 17 online databases
- A discipline specific research guide ([Appendix 41](#))

Additional books, journals and databases will be added as needed and upon request from faculty to support curricular needs.

Students access library and learning resources online via the Learning Resources web site ([Appendix 42](#)); a link to this web site is provided on the College home page and in multiple places on MySJRstate (the College's student and faculty portal). Single sign-on protocols allow students to access the library's resources using the same username and password used to login to MySJRstate. Students are automatically granted access to the library's resources upon registering for classes.

The library's physical collections, streaming videos, and eBooks are discoverable through Ex Libris' discovery platform, Primo ([Appendix 43](#)). The "Library Catalog" link in the header of the Learning Resources web site gives students easy access to Primo. Primo is the statewide union catalog of Florida's public colleges and university system libraries and SJR State maintains a reciprocal borrowing agreement with all Florida College System (FCS) and State University System (SUS) libraries.

Using Primo's request feature, Uborrow ([Appendix 44](#)), students can check out items from any SJR State campus and have them delivered to their nearest campus library for pickup and return. Additionally, students can use Uborrow to request books, media, and articles from any state college or university library; items are shipped directly to their selected campus library for student pick-up and students may return the material to any campus library. To provide access to resources available nationally, the library provides inter-library loan services through Worldcat Discovery ([Appendix 45](#)) at no cost to students or faculty.

Students are made aware of the library and learning/information resources available to them through classroom outreach visits and instructional sessions provided by Learning Resources staff and faculty on-campus, off-site, and online. Library faculty provide instructional services in all modalities to help students develop the critical set of skills needed to find, retrieve, analyze, and use information. Instructional services are provided in required courses and gateway courses such as English composition, but is provided to all courses, upon faculty request, and will be available to BS faculty and students.

Instructional services provided by library faculty include:

- Face-to-face course related instruction, which includes lecture sessions, orientation sessions and tours.
- In-person, one-on-one reference, and online database research consultations, in the library and online via chat or video conference.
- Creation of course-related research guides.
- Creation of online instructional guides for program-specific resources.

SJR State assigns a liaison librarian to provide additional support for teacher education programs.

Students can get on-demand help using library resources during all hours of library operation in-person or online via the library's chat service ([Appendix 46](#)). The chat service is embedded as a widget on every Learning Resources web site page and is a text box on the Library Help web

page. Extended chat support is provided on weekends through the statewide Ask-A-Librarian service which students access from any link to the library's chat service.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The SJR State Library regularly updates its collection in alignment with student, faculty, and programmatic needs. New library and media resources will not be needed to implement this program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

Students seeking admission to the Bachelor degree in Exceptional Student Education must submit an application for admission to the College, complete an online orientation course, and comply with the College's general admissions procedures.

Admission to the program will be open to applicants during the Fall and Spring terms who have a cumulative GPA of 2.5 or higher, have completed an Associate in Arts or a higher degree from an accredited institution, and have successfully completed the course EDF 2005 – Introduction to the Teaching Profession. All general education coursework must be completed with a grade of "C" or higher. Submission of official transcript(s) is required prior to program acceptance.

SJR State will be adding this program to current 2+2 agreements and pursuing additional transfer agreements with other institutions as deemed appropriate to allow students with AA degrees from other colleges to matriculate seamlessly into the Bachelor degree in Exceptional Student Education. Matriculation of students with an earned AA or higher degree will follow standard transfer practices.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

During the 2023-2024 academic year, 37% of SJR State's upper-division teacher education course sections were taught by faculty with terminal degrees. Currently 33% of the SJR State full time faculty and 40% of the adjuncts teaching in the teacher education department have a terminal degree in the field. With the hire of an additional full-time faculty member, it is anticipated that more than 50% of upper division courses in the proposed Bachelor degree in exceptional student education will be taught by faculty with a terminal degree.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
12:1	15:1	18:1

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

SJR State will be seeking initial teacher preparation (ITP) program approval from the Florida Department of Education as authorized in section 1004.04, Florida Statutes. The ITP program will include submission of an electronic application that contains the plans and processes for operation, including delivery, curriculum, assessments, field experiences, data collection, and continuous improvement. The College plans to submit the completed proposal by the January 15, 2025, quarterly deadline in anticipation of program inception in Fall 2025.

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).

Several Florida College System institutions offer the Bachelor of Science in Exceptional Student Education in CIP 13.1001 Track 1, including Chipola College, Daytona State College, Miami Dade College, and Lake-Sumter State College. The established common prerequisite for all Bachelor of Science in Exceptional Student Education programs is the successful completion of EDF 2005 – Introduction to the Teacher Profession.

13.6 Describe any proposed revisions to the established common prerequisites for this CIP (and track, if any).

☒ My institution does not anticipate proposing revisions to the common prerequisite manual.

☐ My institution does anticipate proposing revisions to the common prerequisite manual, as summarized below.

13.7 The Excel spreadsheets below are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table. For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1	Bachelor's Degree in Exceptional Student Education K-12: FALL Start Course Sequence	
Term 1 Fall	Course Title	Credit Hours
EDG4323	Professional Teaching Practices (pc)	3
RED3309	Early & Emergent Literacy (ESOL) (pc)	3
TSL3080	Principles & Practices of ESOL I (pc)	3
EEX4265	Curriculum & Instruction for Students w/Disabilities 6-12 (pc)	3
	Total Term Credit Hours	12
Term 2 Spring	Course Title	Credit Hours
EDG4410	Classroom Management & Communication (ESOL) (pc)	3
EDF3430	Measurement, Evaluation, & Assessment in Education (ESOL) (pc)	2
MAE4326	How Children Learn Mathematics (pc)	4
RED4511	Intermediate Literacy: Reading & Thinking (ESOL) (pc)	3
	Total Term Credit Hours	12
Term 3 Summer	Course Title	Credit Hours
EEX4604	Behavior Management for Special Needs & At-Risk Students (pc)	3
SSE3310	Teaching Science in the Elementary School (pc)	3
SSE3312	Teaching Social Studies (pc)	3
	Total Term Credit Hours	9
Term 4 Fall	Course Title	Credit Hours
TSL4081	Principles & Practices of ESOL II (pc)	3
RED4519	Diagnosis & Intervention in Reading (ESOL) (pc)	3
EEX4221	Assessment of Exceptional Education Students (pc)	4
LAE4314	Teaching Language Arts (pc)	4
	Total Term Credit Hours	14
Term 5 Spring	Course Title	Credit Hours
RED4940	Final Reading Practicum (pc)	3
EDF4943	Student Internship (pc)	8
ESE4945	Senior Seminar (pc)	2
	Total Term Credit Hours	13
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.7.2	Bachelor's Degree in Exceptional Student Education K-12: SPRING Start Sequence	
Term 1 Spring	Course Title	Credit Hours
EDG4323	Professional Teaching Practices (pc)	3
RED3309	Early & Emergent Literacy (ESOL) (pc)	3
TSL3080	Principles & Practices of ESOL I (pc)	3
EEX4265	Curriculum & Instruction for Students w/Disabilities 6-12 (pc)	3
	Total Term Credit Hours	12
Term 2 Summer	Course Title	Credit Hours
EDG4410	Classroom Management & Communication (ESOL) (pc)	3
SSE3310	Teaching Science in the Elementary School (pc)	3
SSE3312	Teaching Social Studies (pc)	3
	Total Term Credit Hours	9
Term 3 Fall	Course Title	Credit Hours
EDF3430	Measurement, Evaluation, & Assessment in Education (ESOL) (pc)	2
EEX4604	Behavior Management for Special Needs & At-Risk Students (pc)	3
MAE4326	How Children Learn Mathematics (pc)	4
RED4511	Intermediate Literacy: Reading & Thinking (ESOL) (pc)	3
	Total Term Credit Hours	12
Term 4 Spring	Course Title	Credit Hours
TSL4081	Principles & Practices of ESOL II (pc)	3
RED4519	Diagnosis & Intervention in Reading (ESOL) (pc)	3
EEX4221	Assessment of Exceptional Education Students (pc)	4
LAE4314	Teaching Language Arts (pc)	4
	Total Term Credit Hours	14
Term 5 Fall	Course Title	Credit Hours
RED4940	Final Reading Practicum (pc)	3
EDF4943	Student Internship (pc)	8
ESE4945	Senior Seminar (pc)	2
	Total Term Credit Hours	13
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- ☐ Limited Access
- ☐ Restricted Access
- ☒ N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

NA

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

If the Bachelor in Exceptional Student Education is terminated in the future, the College will work with all admitted students to find alternative paths for program completion, including facilitating transfers into programs at other institutions and a minimum teach-out period of two years.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

- Appendix 1: [Identification of High Demand Teacher Needs Areas for 2024-2025](#)
- Appendix 2: [Florida Administrative Code Rule 6A-5.066 Approval of Teacher Preparation Programs](#)
- Appendix 3: November 2023 SJR State Baccalaureate Expansion Survey
- Appendix 4: Lightcast Data: Special Education Teachers
- Appendix 5: [JAXUSA Biennial Report](#)
- Appendix 6: [Florida Department of Education: Teaching: Recruitment Programs](#)
- Appendix 7: [National Center for Education Statistics: Table 203.20](#)
- Appendix 8: [Florida Statutes Section 1012.07 Identification of critical teacher shortage areas](#)
- Appendix 9: [SJR State's \\$10,000 Baccalaureate Degrees](#)
- Appendix 10: [SJR State 2023 College Fact Book, page 22](#)
- Appendix 11: 11/3/2023 Data Presentation from Program Development Exploration Meeting
- Appendix 12: 11/13/2023 ESE Email of Intent
- Appendix 13: 11/15/2023 President's Cabinet Discussion
- Appendix 14: 12/6/2023 Board of Trustees Meeting Minutes
- Appendix 15: 12/12/2023 Teacher Education Faculty Meeting Minutes
- Appendix 16: 3/12/2024 Teacher Education Faculty NOI Submission Vote
- Appendix 17: 3/28/2024 President's Cabinet Support of NOI Submission
- Appendix 18: 4/2/2024 IPC Meeting Minutes
- Appendix 19: 4/17/2024 Board of Trustees Meeting Minutes
- Appendix 20: 5/2/2024 Teacher Education Faculty Meeting Minutes
- Appendix 21: 7/16/2024 Email from UNF regarding Physics Teacher Preparation Grant collaboration
- Appendix 23: 9/20/2018 Teacher Education Advisory Board Meeting Minutes
- Appendix 24: 10/1/2019 Teacher Education Advisory Board Meeting Minutes
- Appendix 25: 10/14/2020 Teacher Education Advisory Board Meeting Minutes
- Appendix 26: 10/21/2021 Teacher Education Advisory Board Meeting Minutes
- Appendix 27: 10/20/2022 Teacher Education Advisory Board Meeting Minutes
- Appendix 28: 10/16/2023 Teacher Education Advisory Board Meeting Minutes
- Appendix 29: 2/6/2024 Teacher Education Advisory Board Vote
- Appendix 30: 3/14/2024 Putnam County School District & SJR State Email
- Appendix 31: 3/26/2024 St. Johns County School District & SJR State Email
- Appendix 32: 3/27/2024 Clay County School District & SJR State Email
- Appendix 33: Letters of Support from members of the Clay, Putnam, and St. Johns communities
 - a. Clay County Board of County Commissioners
 - b. Putnam County Board of County Commissioners
 - c. St. Johns County Board of County Commissioners
 - d. CareerSource Northeast Florida
 - e. Clay Florida Economic Development Corporation
 - f. Clay Electric Cooperative, Inc.
 - g. Putnam County Chamber of Commerce
 - h. Putnam County Chamber of Commerce Economic Development Council
 - i. Putnam County Sheriff's Department
 - j. Betty Griffin Center

Appendix 34: Letters of Support from the Superintendents of Schools

- a. Clay County Superintendent of Schools
- b. Putnam County Superintendent of Schools
- c. St. Johns County Superintendent of Schools

Appendix 35: 3/13/2024 SJR State posting in APPRISE

Appendix 36: 4/5/2024 UNF Comment in APPRISE

Appendix 37: 4/22/2024 Emails between SJR State and UNF re: APPRISE Comment

Appendix 38: 4/5/2024 Communication between SJR State President & Flagler College President

Appendix 39: Communication between SJR State President & Florida State College at Jacksonville President

Appendix 40: Communication between SJR State President & Daytona State College President

Appendix 41: [Teacher Education Discipline Specific Library Resource Guide](#)

Appendix 42: [Learning Resources website](#)

Appendix 43: [SJR State's Library's Ex Libris' discovery platform Primo](#)

Appendix 44: [SJR State's Library's Primo's request feature Uborrow](#)

Appendix 45: [SJR State's Inter-Library Loan Services through Worldcat Discovery](#)

Appendix 46: [SJR State's Library Chat Service](#)

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

No objections or alternative proposals for this program were received from other postsecondary institutions. However, as discussed in Section 9.3 of this proposal, a comment was entered by the University of North Florida (Appendix 36) in response to SJR State's Florida's Academic Program Pre-Proposal Recognition System (APPRISe) posting (Appendix 35). The conversation between SJR State and UNF regarding this APPRISe posting is summarized in Section 9.3.

BACCALAUREATE PROPOSAL APPLICATION

Form No. BAAC 02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- ☒ Institution Information
- ☒ Program summary
- ☒ Program description
- ☒ Workforce demand, supply, and unmet need
- ☒ Student costs: tuition and fees
- ☒ Enrollment projections and funding requirements
- ☒ Planning process
- ☒ Program implementation timeline
- ☒ Facilities and equipment specific to program area
- ☒ Library and media specific to program area
- ☒ Academic content
- ☒ Program termination
- ☒ Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	St. Johns River State College
Institution President.	Joe Pickens, J.D

PROGRAM SUMMARY

1.1	Program name.	Bachelor of Science in Social and Human Services
1.2	Degree type.	<input checked="" type="checkbox"/> Bachelor of Science <input type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	44.0000
1.5	Anticipated program implementation date.	August 2025
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program:
1.7	Is the degree program a STEM focus area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	Concentrations: <ul style="list-style-type: none"> • K12 Teaching • Human Services Generalist

PROGRAM DESCRIPTION

*2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand, current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.*

St. Johns River State College's proposed Bachelor of Science degree in Social and Human Services will provide students with the skills required to successfully work in a variety of careers including human services, social work, and substance abuse counselors. The program will also have an optional track for those interested in pursuing a career as a teacher in Florida.

The workforce demand for professionals trained in the field of Social and Human Services is currently not being met, and this gap is projected to continue to grow both within our local region and nationwide. In the College's three-county service district of Clay, Putnam, and St. Johns Counties, total job growth in occupations directly related to the Social and Human Services degree will increase nearly 9% from 2023 to 2031, the estimated annual unmet need of graduates is 346, and these jobs will have an average hourly salary of \$21.55 (Appendix 1).

The BS in Social and Human Services will provide students with the knowledge and skills to successfully enter the workforce. The program will include foundational lower division coursework as well as upper division coursework focused on specific skills required by human services occupations. Coursework will develop students' critical thinking and analytical skills, preparing them to assist, coordinate, and supervise programs and organizations that support public well-being. Students will also learn foundational skills and techniques for individual and family relationships and substance abuse counselling.

The BS degree will require a total of 120 semester credits and be a 2+2 program articulating from the Associate in Arts (AA) degree. All applicants will be required to have an earned Associate degree prior to admission to include a total of 36 credits of general education coursework and 24 baccalaureate prerequisite and elective credits. In alignment with similar degrees in the state of Florida as articulated in Florida's Common Prerequisite Manual, the degree will have no specified prerequisite coursework for admission.

After admission into the Bachelor of Science in Social and Human Services, students will be required to complete a total of 60 credits distributed as follows: 18 credits of lower-division core courses, 27 credits of upper-division core courses, and 15 credits of upper-division concentration courses.

All upper- and lower-division courses and course content will comply with Florida Statutes and Florida State Board of Education Rules.

As part of the initial exploration of potential baccalaureate degree expansion, SJR State surveyed interested community members and current, future, and former SJR State students to determine their career and educational interests (Appendix 2). In addition to focusing on local, regional, and state employment data and trends, SJR State has also engaged with partners in business and industry to ensure the proposed curriculum is in alignment with and will meet the needs of Clay, Putnam, and St. Johns Counties. St. Johns River State College's baccalaureate in Social and Human Services is being proposed in response to this feedback and the documented gap between the projected number of open positions and the number of graduates being produced within our service district and region.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

Graduates of St. Johns River State College's Bachelor of Science in Social and Human Services will be prepared for a wide range of in-demand careers that currently have significant unmet need. This degree will prepare graduates specifically for employment as Community and Social Services Managers and Specialists; Social and Human Services Assistants; Counselor Assistants in the areas of Substance Abuse, Behavioral Disorders, and Mental Health; Child, Family, and School Social Workers; and K12 public school teachers. Average annual earnings for graduates working in these fields range from just over \$39,300 for Social and Human Services Assistants to \$71,600 for Social and Community Service Managers (see Tables 3.1.1 and 3.1.2).

It is important to note that although this proposed baccalaureate degree is being designed for the residents and employers of the College's tri-county service district, Clay, Putnam, and St. Johns Counties serve as "bedroom communities" for the greater Jacksonville area of Workforce Region 8, and residents of these counties generally anticipate pursuing job opportunities outside of their home county. Furthermore, employers in the greater Jacksonville area count on the residents of Clay, Putnam, and St. Johns Counties to fill vacancies within their organizations. For these reasons, the scope of analysis within this proposal has been broadened beyond SJR State's tri-county service district to include all of Workforce Region 8.

The Departments of Health throughout Workforce Region 8, Epic Behavioral, the Betty Griffin House, Lee Conley House, Quiggly House, Clay Behavioral Health Center, United Way of St. Johns County, and our local school districts are just a few of the potential public and private sector employers throughout our region that will pursue graduates of this proposed degree.

The Florida Department of Economic Opportunity (DEO) reports a healthy workforce outlook in Florida for careers in these occupations with a projected growth of over 9.3% between 2023 and 2031, and data from Lightcast (formerly EMSI) indicates a projected growth of nearly 9.0% and 442 annual job openings within Workforce Region 8 (see Table 3.1.2).

Within SJR State's service district of Clay, Putnam, and St. Johns Counties, there is currently no supplier of graduates in this field as there are no public universities and only one private university (Flagler College) that does not offer a baccalaureate degree with concentration in this area. Increasing the scope of analysis to all of northeast Florida reveals that the colleges and universities in all of Region 8 (University of North Florida, Florida State College at

Jacksonville, Jacksonville University, Edward Waters University, Flagler College, and St. Johns River State College) are only producing an average of 96 baccalaureate graduates per year in related CIP codes (see Table 3.1.3).

As tables 3.1.1, 3.1.2, 3.1.3, and 3.1.4 illustrate, the supply of graduates of programs in the field of Social and Human Services is not meeting the demand of the local workforce, resulting in an unmet need of 346 graduates per year according to the Lightcast and IPEDS data.

DEMAND: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) EMPLOYMENT PROJECTIONS

3.1.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education	
Name/Title	SOC Code	County/ Region	2023	2031	**Level Change	***Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Social and Community Service Managers	11-9151	Clay, St. Johns, Putnam	208	234	12.50	179	\$29.23	\$60,798.40	B	B
Child, Family, and School Social Workers	21-1021	Clay, St. Johns, Putnam	317	351	10.73	281	\$24.56	\$51,084.80	B	B
Social and Human Services Assistant	21-1093	Clay, St. Johns, Putnam	406	438	7.88	415	\$14.05	\$29,224.00	SC	HS
Community and Social Service Specialists, All Other	21-1099	Clay, St. Johns, Putnam	199	212	6.53	190	\$18.36	\$38,188.80	B	B
					Total	133	\$21.55	\$44,824.00		

DEMAND: OTHER ENTITY INDEPENDENT OF THE COLLEGE EMSI (Economic Modeling Specialists International)

3.1.2 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Occupation			Number of Jobs				Salary		Education Level	
Name/Title	SOC Code	County/Region	2023	2031	Level Change	Total Job Openings	Average Hourly Wage	Annualized Salary	FL	BLS
Social and Community Service Managers	11-9151	Region 8	670	749	11.67	517	\$34.47	\$71,698	B	B
Child, Family, and School Social Workers	21-1021	Region 8	1285	1371	6.66	901	\$23.59	\$49,067	B	B
Social and Human Service Assistants	21-1093	Region 8	1527	1699	11.25	1482	\$18.93	\$39,364	SC	HS
Community and Social Service Specialists, All Other	21-1099	Region 8	736	779	5.78	640	\$25.03	\$52,062	B	B
Total						442	\$ 25.50	\$53,048		

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS DATA CENTER

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021-22	2020-21	2019-20	2018-19	2017-18	5-year average or average of years available if less than 5-years
The SJR State service district (Clay, Putnam, and St. Johns) does not have an institution that awards degrees in Human Services.	44.0000	0	0	0	0	0	0
Florida State College Jacksonville (BS Human Services)	44.0000	115	154	83	67	62	96
	Total	115	154	83	67	62	96

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

	Demand	Supply		Range of Estimated Unmet	
	(A)	(B)	(C)	(A-B)	(A-C)
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference
DEO Total	133	0	0	133	133
Other Totals	442	115	96	327	346

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

Northeast Florida is presently ranked as one of the top five job markets in the nation, generating 5,300 new jobs with almost 4.1 billion dollars in private investment capital (Appendix 3). Specific to this proposed degree, the demand for social and human services majors is on the rise, creating a significant unmet need in the region. This growing demand is attributed to several factors that underscore the need for individuals with a background in social and human services to address specific challenges and opportunities unique to the area.

One of the factors impacting the growing demand of human services majors is that, according to data from the United State Census Bureau, the population of Region 8 has increased from 1.58 million in 2017 to 1.75 million in 2022, an increase of more than 10%. Additionally, the population 65 years of age and older has increased by more than 50,000 residents, a 25% increase from 2017 to 2022. The rising population of older adults is relevant to this proposed degree since this age cohort typically has greater needs for human services support systems compared to other adult age cohorts (Appendix 4).

According to the Florida Department of Health and Human Services, risk factors contributing to mental health issues include poor social relationships with friends, significant others, and family, inadequate connections to the broader community, and—of high relevance to this proposal—barriers to healthcare to include counseling services. Protective factors include coping and problem-solving skills, community support, supportive relationships with care providers, and—again—the availability of mental health providers ([Appendix 5](#)).

Awareness in response to recent increases in reported mental health issues has led to increased state appropriations for K12 schools and mental health providers. In 2019-2020 the Mental Health Assistance (MHAA) program received \$75 million in funding, and this funding has increased each year, in fact doubling in four years, and nearly \$40 million of additional funding has been allocated for other mental health programs throughout the state ([Appendix 6](#)).

Specific to this proposed degree, the coursework, training and knowledge acquired by students in the Social and Human Services program will help meet the growing need for mental health counselors and assistants, social workers, and other organizations focused on public well-being.

In addition to the occupations previously discussed, given that Florida's public school system is the 4th largest school system in the United States with more than 4,000 public schools enrolling almost 3 million students each year([Appendix 7](#)), the existing critical shortage of qualified teachers in Florida, and public school enrollment in Florida projected to increase by nearly 5%

over the next ten years ([Appendix 8](#)), the job outlook for public school teachers is predicted to continue to increase.

Furthermore, Section 1012.07, Florida Statutes, requires the State Board of Education to annually identify critical teacher shortages areas based on the recommendation of the Commissioner of Education ([Appendix 9](#)). Annually, the Florida Department of Education identifies the “High Demand Teacher Needs” for the upcoming year, and although Social Sciences did not make the top ten for the 2024-2025 academic year, most recent data indicates that the need is still great as more than 2,200 social science courses were taught by teachers not certified in field during 2022-2023 ([Appendix 10](#)).

Although this baccalaureate degree will not be an approved State of Florida Initial Teacher Certification program, it will have a concentration that includes 15-credits of upper-level education coursework that meet the curricular requirements for alternative teacher certification as specified in State Board of Education Rule 6A4.006 ([Appendix 11](#)). Including teacher preparation coursework as part of the baccalaureate degree is intended to provide students with exposure to teaching as a potential career path and provide these students with the confidence and skills necessary to succeed as teachers in their own classrooms. St. Johns River State College’s Department of Teacher Education has a long history of successfully supporting students who choose alternative teacher certification, and the department stands ready to support students in this proposed degree pathway.

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

Although the Bureau of Labor Statistics (BLS) indicates a high school diploma as the educational requirements for Social and Human Services Assistants (Tables 3.1.1 and 3.1.2), further analysis of BLS employment by educational attainment data supports the inclusion of Social and Human Services Assistants as a component of demand. According to the BLS data, more than half of all Human Services Assistants in the U.S. at least 25 years of age or older have earned Bachelor degrees or higher. The BLS data also estimates that only 12.6% of workers in this occupation have only a high school diploma or equivalent. Furthermore, baccalaureate degrees are generally required for promotion within the profession because they provide a broader knowledge base for independent decision-making and problem solving, exceptional communication and analytical skills, and efficient technology skills (Appendix 4).

In addition to occupations that require a Bachelor degree or less, there are also occupations that require education above the level of a baccalaureate degree that will be of potential interest to candidates of this proposed degree in Social and Human Services. Because these occupations require post-baccalaureate, graduate-level studies, the occupations *have not* been included in this analysis. However, graduates of this degree will be prepared for and eligible to continue their study in programs such as Master of Social Work (MSW), Master of Science in Psychological Science, Master of Public Administration (MPA), and Master of Public Health (MPH), and St. Johns River State College has begun the process of establishing articulation agreements with both public and private universities within or nearby the College's service district.

3.4 Describe the career path and potential employment opportunities for graduates of the program.

The career paths and potential employment opportunities for graduates of St. Johns River State College's Social and Human Services baccalaureate degree will encompass several professions within Human Services, Counseling, Social Work, and related fields.

In accordance with Florida Statute and Florida Department of Education State Board Rule, St. Johns River State College's Bachelor degrees are all 2 + 2 degrees, so students in this proposed baccalaureate program must first earn their Associate in Arts (AA) degree.

Students will be able to begin their academic program as early as high school by enrolling in general education courses that lead towards the AA degree through dual enrollment. Simultaneous to pursuing their Associate degree, students will be able to begin their career path in entry-level occupations in the field such as a Social and Human Services Assistant that requires a high school diploma or some postsecondary credit or an Associate degree. Course offerings at both the Associate and baccalaureate level will be designed to accommodate traditional as well as nontraditional students and will be scheduled in the evenings and online, enabling students to hold entry-level positions in the field while simultaneously pursuing their baccalaureate degree.

With their earned baccalaureate degree, graduates will be prepared to competitively enter the workforce in a variety of positions and career paths including Social and Community Service Managers and Specialists, Social Workers, Social and Human Services Assistants, and K12 teacher, and their degree coupled with experience working in the field will also support their promotion into positions with greater scope and leadership.

In addition to preparing students for employment, this baccalaureate degree will prepare students who wish to pursue graduate study for transfer into Master and other graduate programs in Social and Human Services. Upon completion of these graduate programs, additionally career paths and employment opportunities will be available. The creation of a seamless pathway into graduate studies via articulation to neighboring universities has already begun.

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

	Cost per credit hour	Number of credit hours	Total cost
Tuition & Fees for lower division:	\$ 108.00	78	\$ 8,424
Tuition & Fees for upper division:	\$ 124.75	42	\$ 5,240
Tuition & Fees (Total):		120	\$ 13,664

☐ Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college's service district or at each nonpublic institution operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Flagler College (based on posted 2023-24 semester tuition divided by 15 credits)	\$857	120	\$ 102,840
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4
5.2	Unduplicated headcount enrollment:	24	45	55	70
5.3	Program Student Credit Hours (Resident)	576	1080	1320	1680
5.4	Program Student Credit Hours (Non-resident)				
5.5	Program FTE - Resident (Hours divided by 30)	19.2	36	44	56
5.6	Program FTE - Non-resident (Hours divided by 30)	0	0	0	0
5.7	Total Program FTE	19.2	36	44	56

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the "Year 1" column in the "Count of Degrees Awarded" row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

6.2	Count of Degrees Awarded	0	20	40	52
6.3	Number of Graduates Employed	0	18	36	44
6.4	Average Starting Salary	N/A	\$51,412	\$53,211	\$55,074

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

	2025-2026	2026-2027	2027-2028	2028-2029	
Program Expenditures:	\$ 72,726.00	\$ 142,789.00	\$ 155,000.00	\$ 180,000.00	
Instructional Expenses	\$70,226	\$137,108	\$150,000	\$175,000	
Operating Expenses	\$2,500	\$5,000	\$5,000	\$5,000	
Capital Outlay	\$0	\$0	\$0	\$0	
Revenue:	\$72,858	\$143,303	\$158,037	\$201,589	
Upper Level - Resident Student Tuition	\$36,391	\$63,393	\$84,814	\$107,945	
Upper Level - Other Student Fees	\$13,283	\$24,918	\$30,455	\$38,671	
Lower Level - Resident Student Tuition	\$ 13,639.00	\$ 25,544.00	\$ 31,221.00	\$ 39,735.00	
Lower Level - Other Student Fees	\$ 5,045.00	\$ 9,448.00	\$ 11,547.00	\$ 14,697.00	
SJR State Auxiliary	\$ 4,500.00	\$ 20,000.00			
Carry Forward:		\$ 132.00	\$ 646.00	\$ 451.00	
Total Funds Available	\$ 72,858	\$ 143,435	\$ 158,683	\$ 202,040	
Total Unexpended Funds (carry forward)	\$ 132	\$ 646	\$ 3,683	\$ 22,040	

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

Enrollment in SJR State's baccalaureate degree programs ranges from 48 students in the Early Childhood Education program to 219 in the Organizational Management program (Appendix 12). Other indicators used to project enrollment in the proposed Bachelor of Social and Human Services degree include SJR State's enrollment history in the program's potential feeder courses and the percent of students who indicated interest in pursuing a Bachelor degree in Social and Human Services at SJR State in the College's November 2023 survey (Appendix 13). For this reason, SJR State conservatively estimates that in year 1, term 1, 18 students will begin baccalaureate studies in social and human services, and in year 1 term 2, 6 additional students will begin their studies, for a total of 24 unique students in year 1.

Given an 80% year-to-year retention rate and a two-year graduation rate of 60%, we project that enrollments will stabilize at a headcount of 70 students by year 4.

Although this program will cater to non-traditional students, based upon the enrollment demographics of the program's prerequisite courses, significant interest from a more traditional student population preparing for direct entry into the workforce is anticipated, and students in the program are therefore projected to average 24 credits per year.

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

Program expenditures including both instructional expenses and operational expenses have been considered. New operating funds have been budgeted for the increased costs related to both professional development and educational materials and supplies that will come with the hire of new faculty.

All necessary equipment, hardware, software, facilities, library resources, etc. are already in place to support the College's feeder Associate program. Consequently, it is not anticipated that there will be capital outlay or significant operating expenses for supplies and materials.

Instructional expenses in year 1 includes the addition of a full-time terminal degree faculty member who will be the instructional coordinator for this program in addition to the cost of overload and adjunct salary for the 21 new credit hours offered in year 1. In year 2, a second full-time terminal degree faculty member is budgeted in addition to an increase in overload and adjunct salary due to the addition of 27 new credit hours in year 2, the addition of a second cohort, and overall enrollment projections.

Also included in the budgeted instructional expenses is a portion of the salary for one new full-time terminal degree teacher education faculty member to be hired in year one. The teaching load of this position will be shared between the Exceptional Student Education program and four of the College's non-education Bachelor degree programs that include a track with 15-credits of upper-division education courses, social and human services being one of those four degree programs. Eighty percent (80%) of the salary and benefits of this full-time position has been charged to the ESE program, while the remaining 20% has been budgeted in the four non-education Bachelor degree programs at 5% each. That 5% is included in table 7.1 of this proposal.

Revenue projections are based on a 30%-70% split between lower-division credits and upper-division credits, as baccalaureate students will be required to take 18 credits of lower-division coursework and 42 credits of upper-division coursework to complete the last two years of the baccalaureate program. Because the program is intended to serve the residents of our service district and state, and given that the enrollment in SJR State's existing Bachelor degrees is 96% Florida residents, significant enrollment of non-resident students is not anticipated.

During years 1 and 2, SJR State will utilize funds generated through the College's auxiliaries to fund program expenditures that exceed the revenue generated through new tuition. The program is anticipated to become self-supporting in year 3.

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

Date	Activity
11/3/2023	In response to discussion with and amongst faculty, community stakeholders, and students, on November 3, 2023, a group of faculty and academic leadership met to develop several workgroups to explore the expansion of SJR State baccalaureate degree programs. Items to be discussed by the workgroups include the top occupations in SJR State's service district and Region 8, the average number of available jobs, the typical entry-level education required, and the unmet graduate need. (Appendix 6)
Nov 2023	SJR State surveyed its current students regarding their interest in pursuing a baccalaureate degree in Human Services at SJR State. Survey results indicated that 86% of respondents indicated support for additional baccalaureate degree programs and 13% of students (N=1075) selected Human Services as their preferred baccalaureate degree from a list of 11 potential programs. The Human Services and Biological Sciences programs were the top two choices of students. (Appendix 13)
11/13/2023	After examining the data and determining it reflected a local need for baccalaureate graduates in the field of Human Sciences, SJR State faculty and leadership submitted to College Administration an email of intent to begin the process of exploring curriculum and program development. (Appendix 14)
11/15/2023	During the President's Cabinet Meeting, SJR State's President, Vice Presidents, and senior leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the President's Cabinet indicated support for the potential program. (Appendix 15)
11/21/2023	During the Institutional Planning Committee Meeting, SJR State's leadership team discussed the data, next steps, and timeline of the faculty workgroup's baccalaureate degree development efforts. During this meeting, the IPC voted in favor of continuing the development process of the potential program. (Appendix 16)
12/6/2023	Dr. Melanie Brown (SJR State's Chief Operating Officer) shared with the SJR State Board of Trustees the faculty workgroup's baccalaureate degree development efforts. The data, next steps, and timeline were discussed. During this meeting, the Board of Trustees voted to approve the continued development of the Bachelor in Social and Human Sciences with a targeted implementation of Fall 2025. (Appendix 17)
12/12/2023	During the Social Sciences faculty department meeting, the faculty discussed the data and program and curriculum research that had been completed by the

	workgroup and voted to approve the continued development of the Bachelor in Social and Human Services with a targeted implementation of Fall 2025. (Appendix 18)
January 2024	Faculty began developing the curriculum, pathways to degree, course descriptions, and course outlines for the proposed Baccalaureate degree in Social and Human Services.
3/25/2024	The Social Sciences faculty voted to approve the submission of the NOI and continued development of the BS in Social and Human Services with a targeted implementation of Fall 2025. (Appendix 19)
3/28/2024	The members of the President's Cabinet reviewed the NOI and indicated support of its submission to IPC and continued development of the BS in Social and Human Services with a targeted implementation of Fall 2025. (Appendix 20)
4/2/2024	SJR State IPC voted to approve the NOI and continued development of the BS in Social and Human Services with a targeted implementation of Fall 2025. (Appendix 21)
4/17/2024	Board of Trustees voted to approve the NOI for the BS in Social and Human Services with a targeted implementation of Fall 2025. (Appendix 22)
5/3/2024	During the Social Sciences SLO Closeout Meeting, the faculty discussed the curriculum and if additional equipment was needed for the upper division courses. The Social Sciences faculty voted to approve the curriculum. (Appendix 23)

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

Date	Activity
Nov 2023	SJR State surveyed community members and local employers regarding potential baccalaureate program expansion. Survey results indicated that they were interested in SJR State adding a Human Services Baccalaureate Program. (Appendix 13)
Jan-April 2024	In anticipation of the development of the Bachelor degree in Social and Human Services, SJR State faculty and academic leadership began the process of forming the Social and Human Services Advisory Board.
3/14/2024	Associate Dean Latta spoke with the Quigley House Community Relations Director Maya Womack. Ms. Womack indicated his support of the proposed degree and stated that a representative from the Quigley House would likely be willing participate on an advisory board and in curriculum development conversations. She also noted the need for employees with the knowledge and skills that would be gained in the program and the potential for internship opportunities. Associate Dean Latta followed up this conversation with an email. (Appendix 24)
3/13/2024	Dr. Giacomelli, a full time SJR State Psychology Instructor, spoke with the COO of the Betty Griffin Center, Inzez Peel. Ms. Peel indicated her support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. Dr. Giacomelli followed up this conversation with an email. (Appendix 25)
3/14/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Putnam County School District about the proposed Social and Human Services and discussed the optional track in K12 teaching. Kristin Carroll (PCSD Administrator of Certification, Recruitment, Novice Teacher Program, Instructional Experience, Intern Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to both Kristin Carroll and Executive Director of Human Resources Tonya Whitehurst. (Appendix 26)
3/26/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the St. Johns County School District about the proposed BS in Social and Human Services and discussed the optional track in K12 teaching. Parker Raimann (SJCSO Director of Instruction Personnel) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the

	conversation with an email to both Parker Raiman and Associate Superintendent of Human Resources Wayne King. (Appendix 27)
3/27/2024	SJR State's Teacher Education Coordinator Dawn Boles spoke with leadership at the Clay County School District about the proposed BS in Social and Human Services and discussed the optional track in K12 teaching. Samantha Wright (CCSD Supervisor of Certified Teacher Placement) indicated the School District's support of the proposal and vowed that the District would continue to serve on the Teacher Education Advisory Board and to serve as a resource in curriculum development conversations. SJR State's Dawn Boles followed up the conversation with an email to Ms. Wright providing additional information. (Appendix 28)
4/19/2024	Dr. Giacomelli, a full time SJR State Psychology Instructor, spoke with the Managing Clinical Director at Epic Behavioral Healthcare, Dr. Anthonia Levy. Dr. Levy indicated their support for the proposed degree and offered to participate on an advisory board and in curriculum development conversations. Dr. Giacomelli followed up this conversation with an email. (Appendix 29)
4/21/2024	Tyler Hudson, a full time SJR State Psychology Instructor, spoke with the Ellen Walden of Home Again St. Johns. Ms. Walden indicated her support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. Mr. Hudson followed up this conversation with an email. (Appendix 30)
5/2/2024	Dr. Giacomelli, a full time SJR State Psychology Instructor, spoke with the Engagement Manager at Children's Home Society of Florida, Tiffany Gommel. Ms. Gommel indicated her support of the proposed degree and offered to participate on an advisory board and in curriculum development conversations. Dr. Giacomelli followed up this conversation with an email. (Appendix 31)
April 2024-- May 2024	SJR State received letters of support for its baccalaureate development efforts from The Betty Griffin Center, Children's Home Society, Epic Behavioral Health, and Home Again St. Johns (Appendix 32): <ul style="list-style-type: none"> a. Betty Griffin Center b. Children's Home Society c. Epic Behavioral Healthcare d. Home Again St. Johns
April 2024-- May 2024	SJR State received letters of support for its baccalaureate development efforts from the Clay, Putnam, and St. Johns County community (Appendix 33): <ul style="list-style-type: none"> a. Clay County Board of County Commissioners b. Putnam County Board of County Commissioners c. St. Johns County Board of County Commissioners d. CareerSource Northeast Florida e. Clay Florida Economic Development Corporation f. Clay Electric Cooperative, Inc. g. Putnam County Chamber of Commerce h. Putnam County Chamber of Commerce Economic Development Council

	i. Putnam County Sheriff's Department
May 2024	SJR State received letters of support for its baccalaureate development efforts from local Superintendents of Schools (Appendix 34): a. Clay County Superintendent of Schools b. Putnam County Superintendent of Schools St. Johns County Superintendent of Schools
July 2024	Associate Dean Latta established as list of Advisory Board members (first meeting tentatively scheduled for September 6, 2024. (Appendix 35)

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.

9.3 Florida's Academic Program Pre-Proposal Recognition System (APPRiSe)

3/13/2024: SJR State submitted a posting in Florida's Academic Program Pre-Proposal Recognition System (APPRiSe) to notify all post-secondary institutions statewide that the College is considering developing a baccalaureate degree in Social and Human Services and provide advance opportunity for discussion and collaboration. (Appendix 36 and Appendix 37)

There were no responses posted within APPRiSE prior to the closing of the comment window on 4/26/2024.

9.3.1 Public Universities in College's Service District

NA--No public universities have facilities in the College's service district.

9.3.2 Regionally Accredited Institutions in College's Service District

4/5/2024: SJR State's President shared information via email in advance and on 4/5/2024 spoke via phone with Flagler College's President about SJR State's proposal. During this call, President Delaney shared that Flagler College did not object to the proposal and wished SJR State the best in its efforts. (Appendix 38)

9.3.3 Institutions outside of College's Service District

3/25/2024: SJR State's President spoke with Florida State College at Jacksonville's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 39)

3/25/2024: SJR State's President spoke with Daytona State College's President who voiced support for SJR State's proposal. SJR State's Chief Operating Officer followed up the conversation with an email to the President. (Appendix 40)

PROGRAM IMPLEMENTATION TIMELINE		
10.1	Indicate the date the notice was initially posted in APPRiSe.	March 13, 2024
10.2	Indicate the date of District Board of Trustees approval.	April 17, 2024
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	April 17, 2024
10.4	Indicate the date the completed proposal was submitted to DFC.	July 26, 2024
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	September 2024
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	January 2025
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	N/A
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2025

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

St. Johns River State College has campuses in Orange Park, Palatka, and St. Augustine, and these campuses are equipped with traditional classrooms, appropriately equipped laboratory space, computer labs, and other instructional spaces, in addition to full-service libraries, tutoring centers, and other academic and student services. Online and hybrid courses use the learning management system Canvas.

The proposed Bachelor in Social and Human Services will be offered through a combination of online and on-campus courses. As part of their baccalaureate studies, students will have class on-campus in traditional classrooms and computer labs. No specialized equipment will be utilized.

The availability of classroom space and spaces dedicated to academic and student support services on all three SJR State campuses is sufficient to accommodate the addition of this proposed baccalaureate degree.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

No new facilities or equipment will be needed for this program.

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 *Describe the existing library and media resources that will be utilized for the program.*

St. Johns River State College has three campus libraries each of which features a robust collection of print and digital materials supporting the curriculum. Each campus library has two librarians on staff who hold master's degrees in library science from ALA accredited institutions and employs several professional and support staff members with varying, appropriate credentials. Each campus library is open 65 hours per week in the fall and spring semesters and 56 hours per week in the summer. The library is open from 8:00 a.m. to 9:00 p.m. Monday – Thursday, Friday from 8:00 a.m. to 5:00 p.m., and Sunday from 1:00 p.m. to 5:00 p.m. In the summer, the College is closed on Fridays. Saturday hours are provided at each location before finals week. The library provides a space and atmosphere conducive to study and research. In addition to a variety of seating areas for studying, each campus library provides computers for student use. These computers are maintained by the College's IT department and are outfitted with programs for which the College has site licenses.

SJR State's Learning Resources include:

- Library resources (data captured 5/16/2024):
 - 65,970 books (unique volume count)
 - 264,990 eBooks
 - 7,555 DVDs (unique volume count)
 - 43,693 streaming videos
 - 35,303 online periodicals
 - 142 online database subscriptions
- Educational technology, high-speed internet, and WiFi for current students, faculty, and staff
- Tutoring services in-person and online
- Research assistance in-person and online
- Class instruction and outreach by faculty request
- Academic support workshops

Discipline-specific resources currently in the SJR State Library collection that support the BS in Exceptional Student Education include:

- 2,984 print book titles
- 11,168 eBook titles
- 1,101 online periodicals
- 1,843 streaming videos and DVDs
- 17 online databases
- A discipline specific research guide ([Appendix 41](#))

Additional books, journals and databases will be added as needed and upon request from faculty to support curricular needs.

Students access library and learning resources online via the Learning Resources web site ([Appendix 42](#)); a link to this web site is provided on the College home page and in multiple places on MySJState (the College's student and faculty portal). Single sign-on protocols allow students to access the library's resources using the same username and password used to login to MySJState. Students are automatically granted access to the library's resources upon registering for classes.

The library's physical collections, streaming videos, and eBooks are discoverable through Ex Libris' discovery platform, Primo ([Appendix 43](#)). The "Library Catalog" link in the header of the Learning Resources web site gives students easy access to Primo. Primo is the statewide union catalog of Florida's public colleges and university system libraries and SJR State maintains a reciprocal borrowing agreement with all Florida College System (FCS) and State University System (SUS) libraries.

Using Primo's request feature, Uborrow ([Appendix 44](#)), students can check out items from any SJR State campus and have them delivered to their nearest campus library for pickup and return. Additionally, students can use Uborrow to request books, media, and articles from any state college or university library; items are shipped directly to their selected campus library for student pick-up and students may return the material to any campus library. To provide access to resources available nationally, the library provides inter-library loan services through Worldcat Discovery ([Appendix 45](#)) at no cost to students or faculty.

Students are made aware of the library and learning/information resources available to them through classroom outreach visits and instructional sessions provided by Learning Resources staff and faculty on-campus, off-site, and online. Library faculty provide instructional services in all modalities to help students develop the critical set of skills needed to find, retrieve, analyze, and use information. Instructional services are provided in required courses and gateway courses such as English composition, but is provided to all courses, upon faculty request, and will be available to BS faculty and students.

Instructional services provided by library faculty include:

- Face-to-face course related instruction, which includes lecture sessions, orientation sessions and tours.
- In-person, one-on-one reference, and online database research consultations, in the library and online via chat or video conference.
- Creation of course-related research guides.
- Creation of online instructional guides for program-specific resources.

SJR State assigns a liaison librarian to provide additional support for teacher education programs.

Students can get on-demand help using library resources during all hours of library operation in-person or online via the library's chat service ([Appendix 46](#)). The chat service is embedded as a widget on every Learning Resources web site page and is a text box on the Library Help web

page. Extended chat support is provided on weekends through the statewide Ask-A-Librarian service which students access from any link to the library's chat service.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The SJR State Library regularly updates its collection in alignment with student, faculty, and programmatic needs. New library and media resources will not be needed to implement this program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

Students seeking admission to the Bachelor degree in Social and Human Services must submit an application for admission to the College, complete an online orientation course, and comply with the College's general admissions procedures.

Admission to the program will be open to applicants during the Fall, Spring, and Summer terms who have a cumulative GPA of 2.0 or higher and have completed an Associate in Arts or a higher degree from an accredited institution. All general education coursework must be completed with a grade of "C" or higher. Submission of official transcript(s) is required prior to program acceptance. In alignment with Florida's Common Prerequisite Manual, there are no required prerequisites for program admission.

SJR State will be adding this program to current 2+2 agreements and pursuing additional transfer agreements with other institutions as deemed appropriate to allow students with Associate degrees from other colleges to matriculate seamlessly into the Bachelor degree in Social and Human Services. Matriculation of students with an earned AA or higher degree will follow standard transfer practices.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

During the 2023-2024 academic year, 33% of the SJR State full time faculty and 40% of the adjuncts teaching the lower-division courses that will be part of the curriculum in the Social and Human Services program had a terminal degree in the field. Due to the planned addition of two full time faculty with terminal degrees, it is anticipated that more than 50% of upper division courses in the proposed Bachelor degree in Social and Human Services will be taught by faculty with a terminal degree.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
15:1	20:1	25:1

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

No specialized program accreditation is require or will be sought.

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).

Florida State College at Jacksonville, Palm Beach State College, Indian River State College and St. Petersburg College offer Bachelor of Human Services in CIP 44.0000. There are no specified common prerequisites for this major.

13.6 Describe any proposed revisions to the established common prerequisites for this CIP (and track, if any).

☒ My institution does not anticipate proposing revisions to the common prerequisite manual.

☐ My institution does anticipate proposing revisions to the common prerequisite manual, as summarized below.

13.7 The Excel spreadsheets below are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to "Worksheet Object", and then "Open". To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1	Program of Study	
Term 1	Course Title	Credit Hours
HUS 1001	Introduction to Human Services (pc)	3
PSY 2012	General Psychology (pc)	3
SYG 1000	Introduction to Sociology (pc)	3
HUS 3304	Intra and Interpersonal Techniques (pc)	3
HUS 3323	Introduction to Crisis Intervention (pc)	3
	Total Term Credit Hours	15
Term 2	Course Title	Credit Hours
DEP 2402	Psychology of Adulthood & Aging (pc)	3
SYG 2010	Contemporary Social Problems (pc)	3
Elective	Upper Division Concentration (conc)	3
Elective	Upper Division Concentration (conc)	3
HUS 3505	Ethics in Human Services (pc)	3
	Total Term Credit Hours	15
Term 3	Course Title	Credit Hours
SYG 2430	Marriage and Family (pc)	3
Elective	Upper Division Concentration (conc)	3
HUS 3650	Administration in Human Services (pc)	3
HUS 3314	Cognitive and Behavioral Therapy (pc)	3
HUS 4526	Current Issues in Mental Health (pc)	3
	Total Term Credit Hours	15
Term 4	Course Title	Credit Hours
Elective	Upper Division Concentration (conc)	3
Elective	Upper Division Concentration (conc)	3
HUS 4321	Case Management and Problem Solving (pc)	3
HUS 4700	Diagnosis and Treatment Planning in Human Services (pc)	3
HUS 4xxx	Human Services Capstone (pc)	3
	Total Term Credit Hours	15

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- ☐ Limited Access
- ☐ Restricted Access
- ☒ N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

N/A

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

If the Bachelor in Social and Human Services is terminated in the future, the College will work with all admitted students to find alternative paths for program completion, including facilitating transfers into programs at other institutions and a minimum teach-out period of two years.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

St. Johns River State College

BS Social and Human Services - Proposal Appendices

- Appendix 01: [Lightcast Data](#)
- Appendix 02: [SJR State Baccalaureate Expansion Survey](#)
- Appendix 03: [JAXUSA Biennial Report](#)
- Appendix 04: [Census, BLS - Wages, Education, Population Data](#)
- Appendix 05: [Florida Department of Health and Human Services website](#)
- Appendix 06: [Nov.3.2023 Data Presentation from Program Development Exploration Meeting](#)
- Appendix 07: [Florida public school data \(website link\)](#)
- Appendix 08: [Teacher employment outlook \(website link\)](#)
- Appendix 09: [Section 1012.07, Florida Statutes](#)
- Appendix 10: [Florida Department of Education \(website link\)](#)
- Appendix 11: [State Board of Education Rule 6A4.006](#)
- Appendix 12: [SJR State baccalaureate degree programs \(website link\)](#)
- Appendix 13: [November 2023 SJR State Baccalaureate Expansion Survey](#)
- Appendix 14: [Nov.13.23 Social and Human Services Email of Intent](#)
- Appendix 15: [Nov.15.2023 Presidents Cabinet](#)
- Appendix 16: [Nov.21.2023 IPC Minutes](#)
- Appendix 17: [Dec.6.2023 Board Minutes](#)
- Appendix 18: [Minutes - Social Science program exploration approval \(Dec 2023\)](#)
- Appendix 19: [Mar-26-2024 Social Science Approval of NOI](#)
- Appendix 20: [Mar.28.2024 Presidents Cabinet](#)
- Appendix 21: [Apr.2.2024 IPC Minutes](#)

Appendix 22:	<u>Apr.17.2024 Board of Trustees Minutes</u>
Appendix 23:	<u>Minutes - Social Science Curriculum Approval (May 2024)</u>
Appendix 24:	<u>Email correspondence - Quigley House</u>
Appendix 25:	<u>Email correspondence - Betty Griffin Center</u>
Appendix 26:	<u>Putnam County Schools Email</u>
Appendix 27:	<u>St Johns County Schools Email</u>
Appendix 28:	<u>Clay County Schools Email</u>
Appendix 29:	<u>Email correspondence - Epic Behavioral Healthcare</u>
Appendix 30:	<u>Email correspondence - Home Again St. Johns</u>
Appendix 32a:	<u>Letter of support - Betty Griffin Center</u>
Appendix 32b:	<u>Letter of support - Children Home Society</u>
Appendix 32c:	<u>Letter of support - Epic Behavioral Healthcare</u>
Appendix 32d:	<u>Letter of support - Home Again St. Johns</u>
Appendix 33:	<u>Letter of support - Clay, Putnam, St. Johns County community</u>
Appendix 34:	<u>Letter of support - Superintendents of Clay, Putnam, St. Johns County Schools</u>
Appendix 35:	<u>List of Advisory Board Members</u>
Appendix 36:	<u>SJRSC - APPRiSe Submission Receipt BS Social and Human Services</u>
Appendix 37:	<u>APPRiSe SHS</u>
Appendix 38:	<u>Flagler College Notification Meeting</u>
Appendix 39:	<u>FSCJ Notification</u>
Appendix 40:	<u>Daytona State Notification</u>
Appendix 41:	<u>Science Discipline Specific Library Resource Guide (weblink)</u>
Appendix 42:	<u>Learning Resources website</u>
Appendix 43:	<u>SJR State's Library's Ex Libris' discovery platform Primo (weblink)</u>
Appendix 44:	<u>SJR State's Library's Primo's request feature Uborrow (weblink)</u>
Appendix 45:	<u>SJR State's Inter-Library Loan Services through Worldcat Discovery (weblink)</u>
Appendix 46:	<u>SJR State's Library Chat Service (weblink)</u>

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

St. Johns River State College's proposed Bachelor in Social and Human Services did not receive any objections to or alternative proposals from other postsecondary institutions.



ST. JOHNS RIVER

S T A T E C O L L E G E

MEMORANDUM

To: Dr. Melanie Brown
Chief Operating Officer & Senior Vice President

From: Terry Thomas
Assistant Vice President of Facilities, Planning and Capital Projects

Date: August 13, 2024

Subject: Action Item: Award of Bid for Sewer Piping Repair/Replacement Project,
Palatka Campus

This is an action item for the Board of Trustees at their meeting on August 21, 2024. Bids were opened on August 8, 2024, for the Sewer Piping Repair/Replacement Project.

The purpose of this project is to repair and replace the site sanitary sewer piping serving the campus. This includes a utility site plan for the sanitary sewer, plan and profiles of the sewer, and lift station plans. The intent of this project is to replace the existing system with a new parallel system in order to minimize outages and will include a restoration plan for impacted walkways and parking to pre-construction condition.

We received four bids from the seven prequalified contractors that attended the pre-bid meeting. Three out of the four contractors did not submit the required tentative schedule in their submittal packages. The one complete submittal package was submitted by D.E. Scorpio Corporation; this bid was the second lowest bid received. I would like to recommend this low bid in the amount of \$778,556 for approval.

Please let me know if I may answer any questions regarding this recommendation.

Attachment (1)



St. Johns River State College

BID-SJR-01-2024

Sewer Piping Repair/Replacement Project, Palatka Campus

NOTICE OF INTENT TO AWARD BID

**SJR State anticipates awarding the bid to the responsive bidder meeting all requirements,
D.E. Scorpio Corporation dba Scorpio, on August 21, 2024**

Contractor	Hard Bid
ABBA Construction	\$778,556.00
Besch and Smith	1,495,628.42
Coker Industrial Contractors	1,520,016.75
D.E. Scorpio Corporation dba Scorpio	793,007.00
DiMare Construction	No Bid
E. Vaughan Rivers, Inc.	No Bid
Foresight Construction	No Bid

\$14,451.0000

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.



ST. JOHNS RIVER

S T A T E C O L L E G E

MEMORANDUM

To: Dr. Melanie Brown
Chief Operating Officer and Senior Vice President

From: Terry Thomas
Assistant Vice President of Facilities, Planning and Capital Projects

Date: August 13, 2024

Subject: Action Item: Award of Modified Plans, Specifications, and Bid for Site Improvements Project
– Palatka Campus

This is an action item for the Board of Trustees at their meeting on August 21, 2024. During the June Board meeting the Board declared an emergency and directed staff to negotiate the construction contract and modify that contract, including specifications, with the lowest responsible and responsive bidder.

TLC Engineering and SJRSC staff met with the contractor, D.E. Scorpio Corporation. A list of value engineering options was created with suggested modifications to the construction plans and specifications. The contractor worked with their subcontractors to keep as much of the original scope of work with some modifications based on the list of options they were given. The result of this process was a reduction in the bid amount from \$3,986,007 to \$3,433,052.

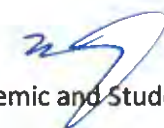
The remaining available budget for this project is \$2,803,624 leaving a difference of \$629,428.

I am requesting for the Board to approve the modified plans, specifications, and bid results provided for the Site Improvements Project on the Palatka Campus.

Please let me know if I may answer any questions regarding this recommendation.

Attachment (1)

TO: Joe Pickens, J.D.
College President

FROM: Edward P. Jordan, Ph.D. 
Vice President for Academic and Student Affairs

DATE: August 8, 2024

RE: Agenda Item: August 21, 2024, District Board of Trustees Meeting

The following items are submitted for the Board of Trustees' consideration at the August 21, 2024, meeting:

Consent

1. **Approval of the 2024-2025 Articulation Agreement Among Eligible Home Education Students and their Parents/Guardians and St. Johns River State College**
2. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following public school districts:**
 - a) The District School Board of Clay County
 - b) The District School Board of Putnam County
 - c) The District School Board of St. Johns County
 - d) The Florida School for the Deaf and the Blind

**Please Note: As requested by the Board in previous years, the full agreement is included for The District School Board of Clay County and the remaining public school districts' signature pages only are included in the Board Packet as all public school agreements are identical.*
3. **Approval of the 2024-2025 Memorandum of Understanding for Interpreter Services Between the District Board of Trustees of St. Johns River State College and the Florida School for the Deaf and the Blind**
4. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and St. Johns Classical Academy Charter School**
5. **Approval of the 2024-2025 Articulation Agreement Between the District Board of Trustees of St. Johns River State College and the following private schools:**

- a) Beacon of Hope Christian Academy
- b) Calvary Christian Academy
- c) Center Academy
- d) Christian Home Academy
- e) Citizens High School
- f) Crescent City Christian Academy
- g) Faith Christian Academy
- h) Lighthouse Christian School
- i) Matanzas Christian Academy
- j) Putnam Banner Academy
- k) Springs Academy
- l) St. John's Academy
- m) St. Johns Christian School
- n) St. Joseph Academy
- o) Seven Bridges School
- p) The Broach School
- q) Victory Prep School
- r) Washington Classical Christian School

**Please Note: As requested by the Board in previous years, the full agreement is included for Beacon of Hope Christian Academy and the remaining private schools' signature pages only are included in the Board Packet as all private school agreements are identical.*

6. Approval of Revision to 2024-2025 College Catalog/Student Handbook

- a) Update to the Diagnostic Medical Sonography Technology Program of Study page

7. Approval of new Continuing Workforce Education courses

- a) Traffic Crash Reconstruction - CWL 0329
- b) Advanced Tactical Driving - CWL #####

Information

8. Information Only: The Viking Experience: Core To Career - QEP Planning Year Update

2023-24 QEP Accomplishments & the Road Ahead



Accomplishments:

- ✓ Embedded QEP approved Experiential Learning (EL) activities in **31** courses
- ✓ Engaged **581** students in EL experiences and reflection writing
- ✓ Piloted **10** SLS 1122 sections with newly embedded QEP content. As a result:
 - ✓ **155** students developed an ePortfolio
 - ✓ **159** students acquired a Florida Ready to Work credential
- ✓ Trained **21** faculty members, across multiple departments and disciplines, as EL Faculty Leads
- ✓ Developed QEP websites for public and faculty use
- ✓ Opened the first official EL application window (Jan 8 - Mar 31)

Road Ahead:

- ✓ Implementing **26** new EL activities that were approved to start in Fall 2024
- ✓ Activating **10** new Faculty Leads for the Fall 2024 – Spring 2026 Cohort
- ✓ Opening a special EL Activity application window in Fall 2024 for projects to be implemented in Spring 2025 Core Gen Ed courses
- ✓ Attending Society for Experiential Education Annual Conference in September 2024
- ✓ Rolling out improvements to Student Reflection prompts and review process
- ✓ Revamping Experiential Learning Academy for Spring 2025
- ✓ Finalizing and launching new SLS 1122 QEP content in all sections starting Fall 2024.

What are our students saying?

"My experience at the treatment plant helped me better understand the effects of improper disposal and encouraged me to take better precautions in the future."

"This helped with my career and education planning because I now have the skills and knowledge to manage projects of all different types."

"While I have no goals to work in water treatment, this activity did expand my knowledge of environmental impacts and careers available to engineers."

"This trip tied into the lessons we've been taught and class discussions we've had, which helped me further my knowledge on environmental sustainability and implement my learning into my day-to-day life."

"Before doing this hands-on activity, I did not think I would have much interest in it but as I learned more about the plants and the environment of water works, I became more interested in learning about it."

"The knowledge I gained through this activity will help me better my understanding of project management and boost my resume."





PALATKA CAMPUS 5001 ST. JOHNS AVENUE
PALATKA, FL 32177-3807 | (386) 312-4200


ST. AUGUSTINE CAMPUS 2990 COLLEGE DRIVE
ST. AUGUSTINE, FL 32084-1197 | (904) 808-7400

ORANGE PARK CAMPUS 283 COLLEGE DRIVE
ORANGE PARK, FL 32065-7639 | (904) 276-6800

SJRstate.edu

EQUAL OPPORTUNITY/EQUAL ACCESS COLLEGE

TO: Joe Pickens, J.D.
College President

FROM: Rosalind Humerick, Ph.D. 
VP/Chief Institutional Research Officer

DATE: August 13, 2024

RE: Action/Informational Agenda Items
August 21, 2024, District Board of Trustees Meeting

The following items are submitted for the District Board of Trustees' consideration at the August 21, 2024, meeting:

INFORMATIONAL AGENDA ITEMS:

1. **INFORMATION:**
SACSCOC Reaffirmation Letter

2. **INFORMATION:**
SJR State 2024 Fact Book/Facts at a Glance



July 1, 2024

Mr. Joe H. Pickens
President
St. Johns River State College
5001 St. Johns Avenue
Palatka, FL 32177

Dear President Pickens:

The following action regarding your institution was taken by the Board of Trustees of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) during its meeting held on June 13, 2024:

The SACSCOC Board of Trustees reaffirmed accreditation. No additional report was requested. Your institution's next reaffirmation will take place in 2034 unless otherwise notified.

Also, please submit to your SACSCOC staff member, preferably by email, a **one-page** executive summary of your institution's Quality Enhancement Plan. The summary is due **August 15, 2024**, and should include on the same page the following information: (1) the title of your Quality Enhancement Plan, (2) your institution's name, and (3) the name, title, and email address of an individual who can be contacted regarding its development or implementation. This summary will be posted to SACSCOC's website as a resource for other institutions undergoing the reaffirmation process.

All institutions are requested to submit an 'Impact Report of the Quality Enhancement Plan' as part of their 'Fifth-Year Interim Report' due five years before their next reaffirmation review. Institutions will be notified 11 months in advance by the President of SACSCOC regarding its specific due date. Directions for completion of the report will be included with the notification.

We appreciate your continued support of SACSCOC's activities and work. If you have questions, please contact the SACSCOC staff member assigned to your institution.

Sincerely,

Belle S. Wheelan, Ph.D.
President

BSW:ecr

cc: Dr. Geoffrey C. Klein, Vice President, SACSCOC



ST. JOHNS RIVER
STATE COLLEGE



Fact Book

2024 College

ST. JOHNS RIVER STATE COLLEGE

FLORIDA SCHOOL OF THE ARTS

2024 25 DISTRICT BOARD OF TRUSTEES

Rich Komando, J.D., Chairman
Jan Conrad, Vice Chairperson

Wendell D. Davis
James Reid, C.P.A.
W.J. (Jud) Sapp, Jr.

Board Attorney – Jeremiah Blocker, J.D.
Executive Secretary – Joe H. Pickens, J.D.

2024 25 SENIOR LEADERSHIP

Joe H. Pickens, J.D. – President
Melanie A. Brown, Ph.D. – Chief Operating Officer, Senior Vice President
Rosalind M. Humerick, Ph.D. – Vice President and Chief Institutional Research Officer
Edward P. Jordan, Ph.D. – Chief Academic Officer, VP for Academic and Student Affairs
Randall D. Peterson, B.A. – Chief Financial Officer, Vice President

Accreditation

St. Johns River State College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. St. Johns River State College also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of St. Johns River State College may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

ST. JOHNS RIVER STATE COLLEGE

FLORIDA SCHOOL OF THE ARTS



Orange Park Campus

283 College Drive ❖ Orange Park, FL 32065 ❖ (904) 276-6800



Palatka Campus

5001 St. Johns Avenue ❖ Palatka, FL 32177 ❖ (386) 312-4200



St. Augustine Campus

2990 College Drive ❖ St. Augustine, FL 32084 ❖ (904) 808-7400

NON-DISCRIMINATION STATEMENT

St. Johns River State College, an equal access institution, prohibits discrimination in its employment, programs, activities, policies and procedures based on race, sex, gender, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran status. Questions pertaining to education equity, equal access or equal opportunity should be addressed to the College Title IX Coordinator/Equity Officer: Charles Romer, Room A0173, 5001 St. Johns Avenue, Palatka, FL 32177; (386) 312-4074; CharlesRomer@sjrstate.edu. Anonymous reporting is available at [SJRstate.edu/report](https://www.sjrstate.edu/report). Inquiries/complaints can be filed with the Title IX Coordinator/Equity Officer online, in person, via mail, via email or with the US Department of Education, Office of Civil Rights, Atlanta Office, 61 Forsyth St. SW Suite 19T10, Atlanta, GA 30303-8927.

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INTRODUCTION

Each year, St. Johns River State College issues the College Fact Book to provide accurate and consistent data for administration, faculty, staff, and the media. It is designed to provide a comprehensive overview of the College's service district, students, and various College functions using several data sources.

Every effort has been made to include the most accurate and recent data available. The primary sources of information for the Fact Book include the Florida College System Accountability Reports and Student Data Base, U.S. Department of Education Institute of Education Sciences, Lightcast Analyst, and internal college databases. Sources are cited for each table or graph, and more information may be available upon request.

The Fact Book was prepared by the staff in the Office of Research and Institutional Effectiveness. The Office of Research and Institutional Effectiveness aids the College in reaching its goals by facilitating an institutional effectiveness program that is based on systematic planning and assessment as well as providing data and analysis that supports institutional improvement. The Department supports the College's accreditation, planning, research, and grants functions.

History of St. Johns River State College

Named for the geographically and historically significant river that winds through its district, St. Johns River Junior College was established as a public institution in 1958 to serve the counties of Clay, Putnam, and St. Johns. It was one of several public junior colleges founded in accordance with legislation enacted by the 1957 session of the Florida Legislature. The College officially opened on February 25, 1958, with an inaugural class of 191 students. Dr. B. R. Tilley was appointed as the first president.

Dr. Tilley resigned his position in July 1965, and C. L. Overturf, Jr. was appointed interim president until Dr. Charles W. LaPradd was inaugurated as the second president on January 1, 1966. After six years of service, Dr. LaPradd resigned in April 1972, and Dr. Robert L. McLendon, Jr., former Vice President and Dean of Academic Affairs, was appointed president. The College's third president, Dr. Robert L. McLendon, Jr., announced his retirement in 2008 after serving 36 years as president. On November 1, 2008, Joe H. Pickens, J.D., a Putnam County native and former state legislator, was appointed as the College's fourth president.

St. Johns River State College Presidents

B.R. Tilley	1958-1965
Charles W. LaPradd	1966-1972
Robert L. McLendon, Jr.	1972-2008
Joe H. Pickens	2008-pres.

The Florida School of the Arts began full operation as a part of St. Johns River Junior College with a charter class of 51 students in August of 1976. The first state-supported professional arts school for high school and college students in Florida, the school has continued to grow as its curriculum has expanded. The Florida School of the Arts serves the entire state of Florida.



In 1977, the College was officially renamed St. Johns River Community College and opened its first branch campus in Orange Park, a community in northern Clay County. The Orange Park Campus is now located on College Drive in the Doctors Inlet area.



In July 1986, the College opened its second branch campus, this time in St. Augustine in the Fullerwood School, a site made available by the St. Johns County School Board. In January 1996, the St. Augustine faculty, staff, and students moved to the newly constructed campus located on State Road 16.

The 1997 Senate Bill 1688 authorized St. Johns River Community College to become a fully comprehensive community college by offering workforce development programs. Two years later, the College offered the inaugural programs in this area including law enforcement, corrections, and apprenticeship programs in carpentry, electrical, and heating and air conditioning.

The College opened the Thrasher-Horne Center on the Orange Park Campus in 2004. This complex hosts traveling art exhibits, Broadway-type shows and community events, and serves as a meeting site for business conferences and events.



In March 2010, the State Board of Education approved St. Johns River Community College's proposal to offer two baccalaureate degrees: Early Childhood Education and Organizational Management. Receiving its accreditation from the Southern Association of Colleges and Schools in June 2010, the College held its inaugural baccalaureate classes in January 2011. The College has since added three additional baccalaureate programs.

Mission Statement

St. Johns River State College, an open-access, public institution of higher education in Northeast Florida, promotes excellence in teaching and learning to enrich the lives of its students and strengthen its community. The College offers certificates and associate and baccalaureate degrees, and it provides high-quality education, training, and cultural opportunities to encourage scholarly achievement. St. Johns River State College delivers high-quality instruction through face-to-face and distance education modalities and creates a supportive learning environment that includes services and resources to enable all students to reach their educational goals.

The College fulfills its mission through offering:

1. Transferable freshman and sophomore courses in the arts and sciences, as well as other disciplines, leading to the Associate in Arts degree.
2. Career and technical programs leading to an Associate in Science degree, college credit, or career certificate.
3. Upper-level courses leading to baccalaureate degrees as authorized by the Florida State Board of Education.
4. Delivery of high-quality instruction through face-to-face and distance education modalities.
5. Delivery of academic and student services to support student success across all locations and delivery modes.

Strategic Goals 2022-2027

St. Johns River State College (SJR State) meets its mission through the following goals:

Goal 1: Strengthen the student experience in intake and onboarding.

Goal 2: Increase student achievement and success.

Goal 3: Contribute to community enrichment and economic development.

Goal 4: Invest in effective college-wide operations.

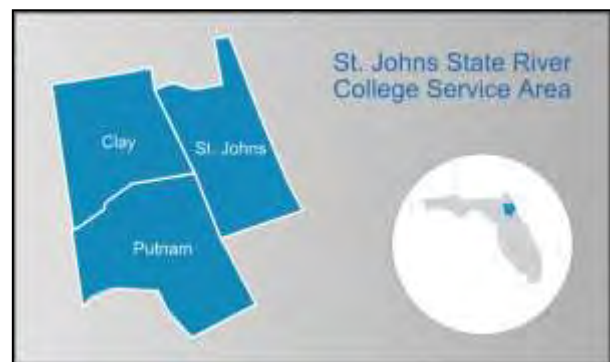
ST. JOHNS RIVER STATE COLLEGE SERVICE DISTRICT



St. Johns River State College (SJR State or the College) is located in Northeast Florida. Since 1958, the College has operated as an open access institution providing a broad range of educational opportunities to the region including college credit certificates; associate degrees; and, in response to incredible need for the place-bound students in the district, limited, workforce-targeted baccalaureate degrees.

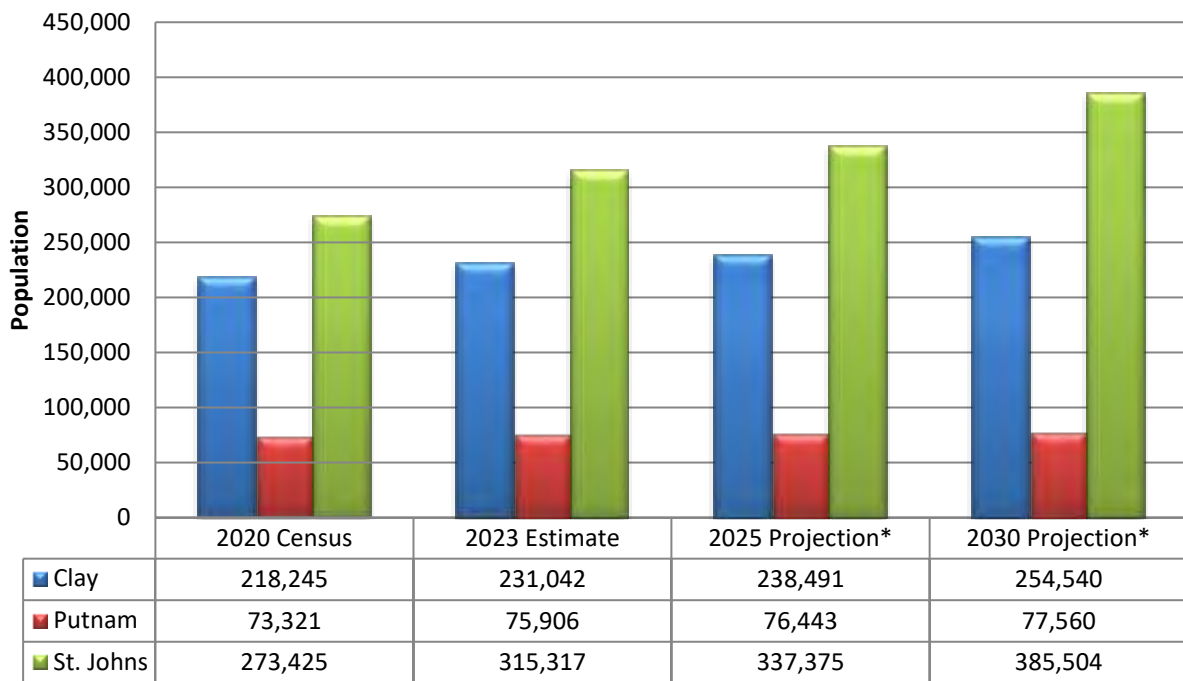
More than 10,000 students attend SJR State annually. Many are the first in their families to go to college. Many come with the aspirations of gaining the knowledge and skills for careers. Students come to be professionals in health care, business, law enforcement, and information technology. Some students will continue on for bachelor's degree at SJR State; others transfer to one of the public universities in Florida.

St. Johns River State College provides a vital role in the community by providing educational opportunities to a traditionally economically and educationally disadvantaged region. Rich, strong ties to the cities, businesses, and K12 schools in the district have helped SJR State to be a strong educational leader in this community. SJR State graduates empower the region in critical economic development.



© Economic Modeling System, Inc 2014

Service District Population



* Projection based on 2023 estimate

Source: Florida Legislature Office of Economic & Demographic Research
Retrieved from: <http://edr.state.fl.us/Content/area-profiles/county/index.cfm>

Population by Gender (2023)

Gender	Clay	Putnam	St. Johns	Florida
Females	115,986	37,886	163,734	11,467,778
Males	113,841	37,349	158,238	11,112,223
Total	229,827	75,236	321,971	22,580,001

Source: Lightcast 2024.3

Population by Age (2023)

Age	Clay	Putnam	St. Johns	Florida
Age 0-14	41,671 (18%)	12,907 (17%)	55,240 (17%)	3,562,031 (16%)
Age 15-24	27,970 (12%)	8,237 (11%)	35,239 (11%)	2,643,802 (12%)
Age 25-44	59,024 (26%)	16,359 (22%)	73,259 (23%)	5,679,864 (25%)
Age 45-64	60,476 (26%)	19,198 (25%)	88,612 (27%)	5,743,245 (25%)
Age 65+	40,688 (18%)	18,534 (25%)	69,619 (22%)	4,951,058 (22%)

Source: Lightcast 2024.3

Population by Race/Ethnicity (2023)

Race/Ethnicity	Clay	Putnam	St. Johns	Florida
American Indian or Alaska Native	0.38%	0.50%	0.22%	0.26%
Asian	3.20%	0.67%	4.24%	3.10%
Black or African American	13.38%	14.86%	5.16%	15.29%
Native Hawaiian and other Pacific Islander	0.14%	0.10%	0.07%	0.07%
Non-White Hispanic	2.28%	1.56%	1.10%	2.75%
White Hispanic	9.84%	9.90%	8.33%	24.90%
White, Non-Hispanic	67.79%	70.59%	78.72%	51.71%
Two or more races	2.99%	1.82%	2.16%	1.93%

Source: Lightcast 2024.3

Economic Status by County

Economic Status	Clay	Putnam	St. Johns	Florida
Per Capita Personal Income (2022)	\$53,695	\$39,440	\$88,388	\$64,806
Median Household Income (2022)	\$82,242	\$44,852	\$100,020	\$67,917
Unemployment Rate (2023) ¹	2.9%	4.0%	2.7%	2.9%

Source: US Department of Commerce, Bureau of Economic Analysis; QuickFacts U.S. Census Bureau

Annual Unemployment Rates Retrieved from: [http://floridajobs.org/economic-data/local-area-unemployment-statistics-\(laus\)](http://floridajobs.org/economic-data/local-area-unemployment-statistics-(laus))

¹Not Seasonally Adjusted Annual Rate

Educational Attainment by County (2023)¹

Education Level	Clay	Putnam	St. Johns	Florida
Less Than 9th Grade	2%	5%	2%	4%
9th Grade to 12th Grade	5%	13%	3%	6%
High School Diploma	27%	42%	21%	28%
Some College	25%	20%	17%	19%
Associate's Degree	12%	8%	9%	10%
Bachelor's Degree	19%	10%	29%	21%
Graduate Degree and Higher	9%	4%	19%	12%

Source: Lightcast 2024.3

¹Percentage of 2023 population age 25 and over; + or – 1% due to rounding in the source.

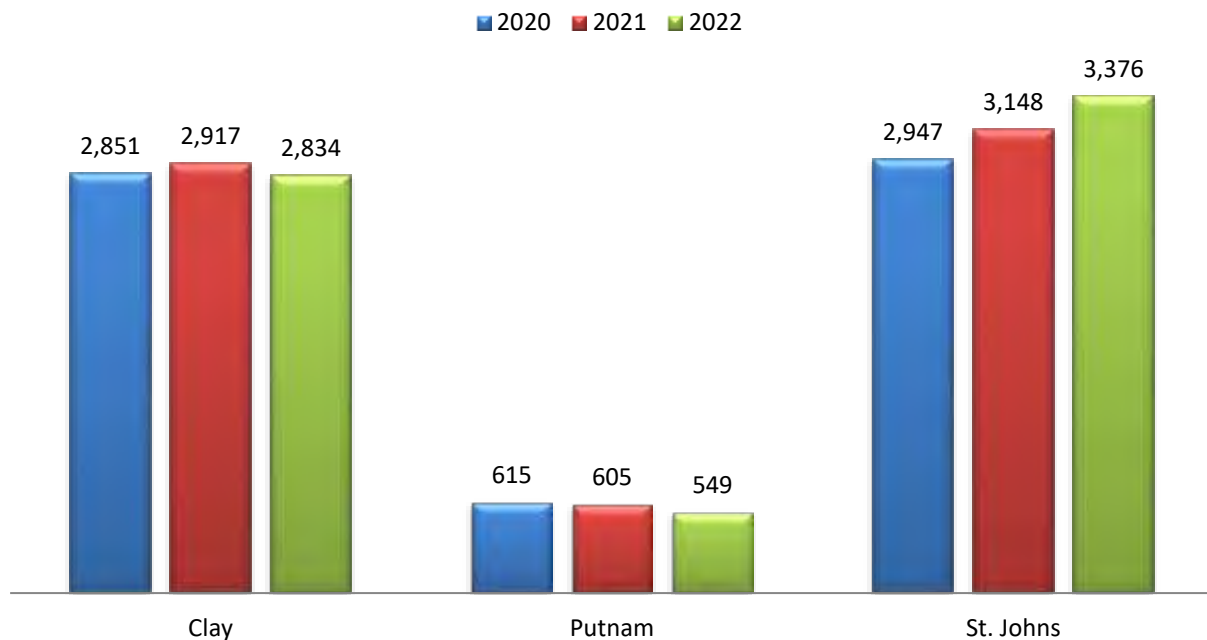
Public High School Graduates (2022)

District	Clay	Putnam	St. Johns	Florida
Number of graduates with standard high school diploma	2,834	549	3,376	179,924
Enrolled in a Florida public postsecondary institution in fall 2022	42.2%	31.8%	56.0%	49.6%
Enrolled in Independent Colleges and Universities of Florida (ICUF) in fall 2022	2.9%	2.0%	5.0%	3.6%
Attending a Florida College System institution during fall 2022	24.7%	21.8%	22.7%	31.6%
Attending a state university in Florida during fall 2022	18.4%	10.5%	35.3%	19.5%
Attending a technical education center in Florida during fall 2021	1.1%	2.9%	1.9%	2.2%

Source: Florida Department of Education
Retrieved from: <http://web05.fldoe.org/readiness/>

Public High School Graduates with Standard Diploma

Three-Year Trend



Source: Florida Department of Education
Retrieved from: <http://web05.fldoe.org/readiness/>

OVERVIEW OF THE COLLEGE

Academic Programs

St. Johns River State College provides an array of academic programs to meet the needs of the community at locations in Clay, Putnam, and St. Johns Counties. College programs include Bachelor of Applied Science, Bachelor of Science, Associate in Arts, Associate in Science degrees as well as a number of college credit certificate and career certificate (vocational) programs. The College also offers adult education programs for residents of Putnam County who wish to attain their GED® credential. St. Johns River State College provides a number of lifelong learning opportunities in the form of community and continuing education courses.

Baccalaureate Degrees

St. Johns River State College began offering baccalaureate degree programs in January 2011. The degrees were selected based on specific workforce driven data, and economic need. A bachelor's degree is awarded for successful completion of an undergraduate curriculum in a 2+2 manner such that a completed associate's degree is required of applicants. The College currently offers five baccalaureate degrees with the B.S. in Criminal Justice – Applied Intelligence Studies and the B.A.S. in Information Systems Technology new for the 2024-25 academic year. All baccalaureate degrees require a minimum of 120 college-level credit hours, which includes 36 credit hours in general education as well as program specific courses.

BACCALAUREATE DEGREE PROGRAMS	
Criminal Justice – Applied Intelligence Studies (B.S.)	Nursing – RN to BSN (B.S.)
Early Childhood Education (B.S.)	Organizational Management (B.A.S.)
Information Systems Technology (B.A.S.)	

Associate in Arts Degree

The Associate in Arts (A.A.) degree is the legally recognized transfer degree for the Florida College System and is specifically designed for the student who wishes to transfer into the state university system as a university junior. The A.A. degree requires a minimum of 60 college-level credit hours, which includes 36 credit hours in general education and 24 hours of university transfer program prerequisites/electives.

Associate in Science Degrees

The Associate in Science (A.S.) degrees are for students planning to enter a career at the semi-professional level upon completion of the program of study. The A.S. degree programs provide instruction in two areas: general education and program specific education related to specific careers. General education courses are designed to help develop a well-rounded individual and enhance employment potential.



In addition to the A.S. programs listed above, the Florida School of the Arts awards the Associate of Science degree in a number of visual or performing arts related areas.

FLORIDA SCHOOL OF THE ARTS A.S. DEGREE PROGRAMS	
Acting	Stage Management
Dance Studies/Dance Performance	Theater Technology
Musical Theater	Visual Art

College Credit Certificates

The college credit certificate programs are designed to prepare students for immediate entry into a career in the workforce. These programs may be completed in as little as one year and are an intermediate step toward the related Associate in Science (A.S.) degree in that area of study.

COLLEGE CREDIT CERTIFICATES	
Accounting Technology Management	Mechatronics
Accounting Technology Operations	Network Infrastructure – CISCO
Accounting Technology Specialist	Network Security
Business Management	Network Server Administration
Business Operations	Office Management – Medical Office
Business Specialist	Paramedic
Criminal Justice Technology Specialist	Risk Management and Insurance Management
Emergency Medical Technician	Risk Management and Insurance Operations
Engineering Technology Support Specialist	Robotics and Simulation Technician
Health Care Services Specialist	Stage Technology
Homeland Security Specialist	

Career Certificates (formerly PSAV)

Postsecondary job training programs prepare students for entry into a given career or vocation. Each of these programs prepares students for a specific occupation or one of a cluster of related occupations.

CAREER CERTIFICATE PROGRAMS	
Correctional Officer – Crossover to Law Enforcement Academy	Florida Law Enforcement Academy
Corrections Probation Officer Crossover to Corrections Academy	Law Enforcement Officer – Crossover training to Florida CMS Correctional
Corrections Probation Officer Crossover to Law Enforcement Academy	Medical Assisting
Florida Corrections Officer Academy	Nursing Assistant
	Practical Nursing

Adult Education

Adult Education classes are offered in Putnam County. In 2012-2013, St. Johns River State College became the sole educational provider for adult education in Putnam County, through an arrangement with the Putnam County School District. Adult Education classes are offered for Putnam County students who wish to improve their basic educational skills and/or prepare to earn a Florida High School Diploma through the GED® program. The program is open entry.

Educator Preparation Institute

Through the Educator Preparation Institute (EPI), the College provides quality training for both current and future educators. The EPI's alternative teacher certification prepares non-education bachelor degree holders for teacher certification. In addition, the institute provides professional development instruction to assist current teachers in meeting re-certification requirements.

Continuing and Community Education

St. Johns River State College is committed to extending the College beyond its traditional course offerings and campuses into the community through a variety of non-credit programs. These programs include continuing education courses, contract customized training for business and industry, non-credit job enhancement courses, and non-credit recreation and leisure courses.

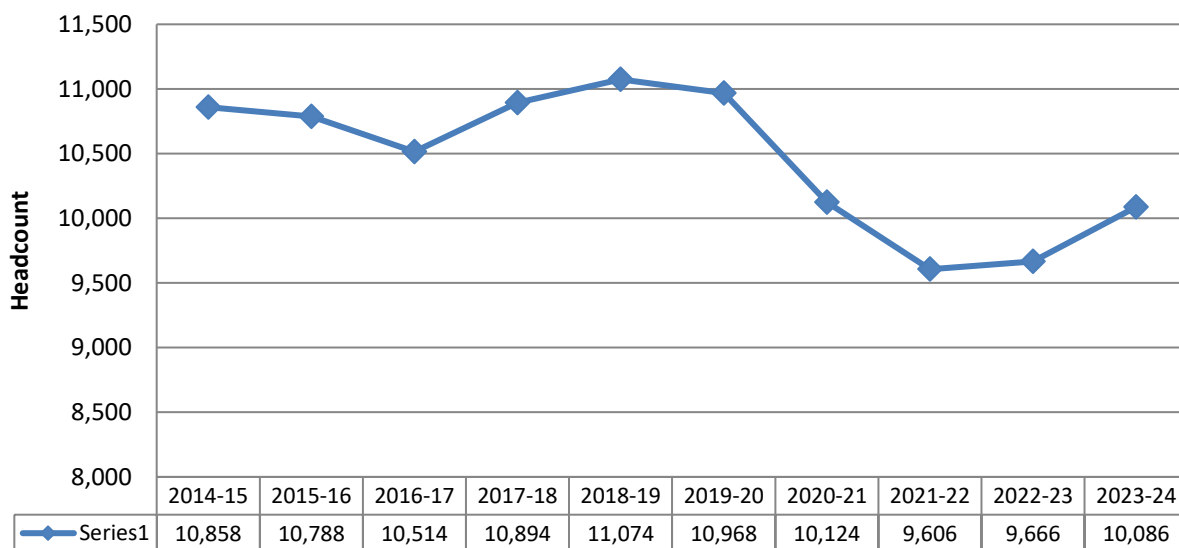
In addition, the College has developed a number of initiatives to support College Access and Readiness. Programs include the 12th Grade Tours and College and Career Readiness Rallies for middle school students.



Institutional Profile

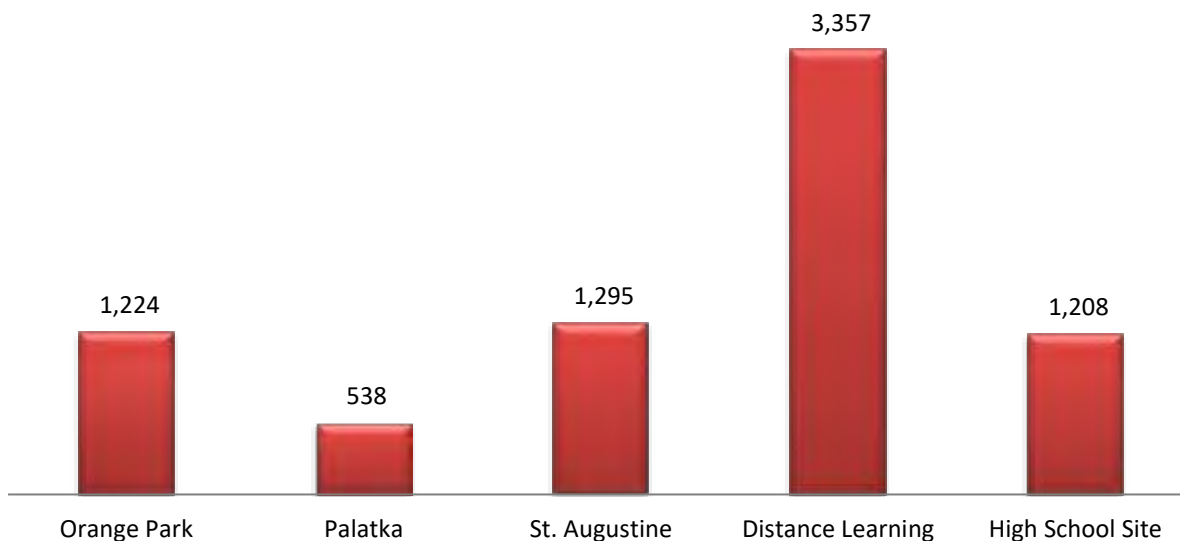
Annual Unduplicated Student Headcount

St. Johns River State College's annual unduplicated headcount for the past 10 years is shown below. From 2017-18 through 2019-20, annual headcount was relatively flat and close to 11,000. Since the COVID-19 pandemic, enrollment declined over 13%. However, in 2023-24 headcount began to increase, returning close to 2020-21 levels.



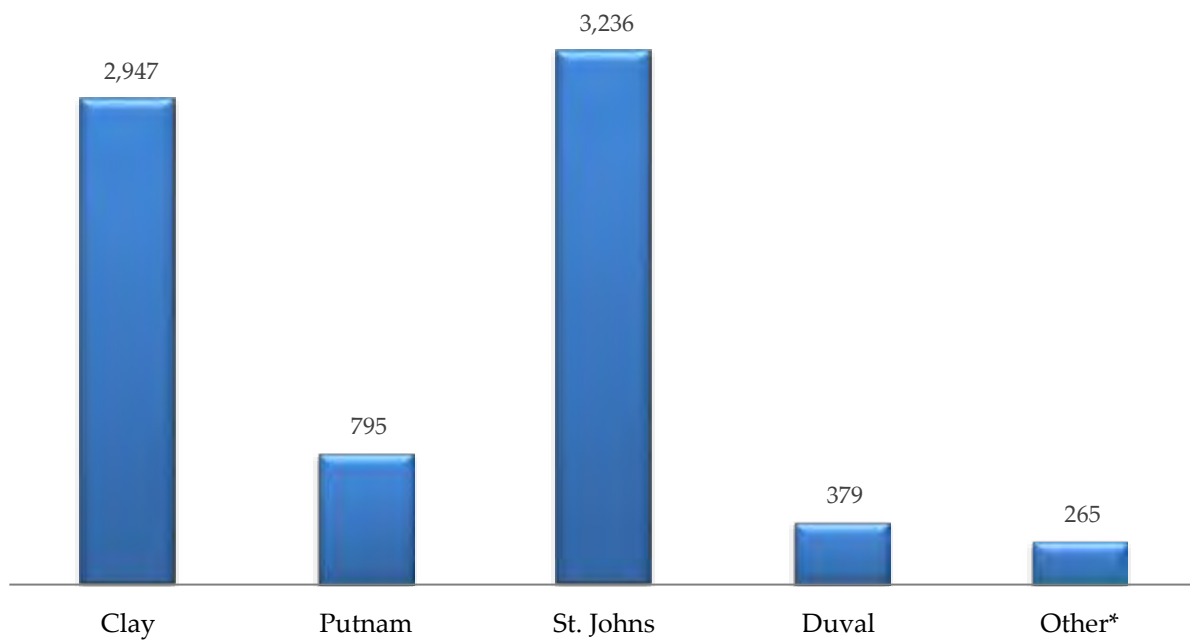
Source: Internal SJR State Database

Unduplicated Headcount by Predominant Campus (Fall 2023)



Source: Internal SJR State Database

Enrollment by County (Fall 2023)



Source: Internal SJR State Database

*Note: includes approximately 32 students who did not identify a county



Annual FTE* by Instructional Campus

Campus	2020 21	2021 22	2022 23	2023 24
Orange Park	235.0	647.0	681.3	734.4
Palatka	116.4	272.1	316.0	311.2
St. Augustine	160.1	470.8	529.8	651.0
Distance Learning**	3,509.2	2,219.3	2,032.5	2,216.1
Other ^Δ	410.7	455.6	389.0	432.0
Total	4,431.4	4,064.8	3,948.6	4,344.7

Source: Internal SJR State Database

* **Fundable FTE** (excluding Adult Education) by report year.

** Does not include hybrid courses. These are assigned to the campus where 50% of the course is taught.

^Δ Most of these courses are taught on a high school site to dual enrollment students.

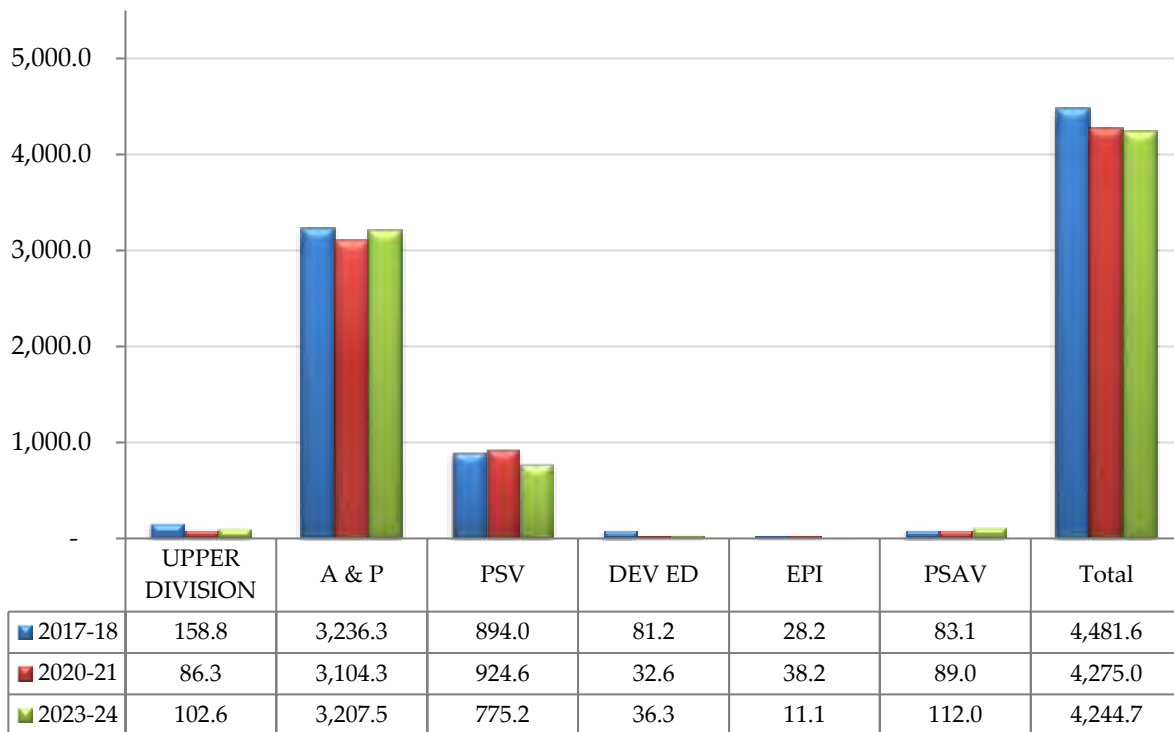
Fundable FTE by Category of Instruction*

Category of Instruction*	2020 21	2021 22	2022 23	2023 24
Advanced & Professional – lower division (A&P)	3,065.5	2,826.4	2,816.5	3,168.7
Postsecondary Vocational (PSV)	920.0	795.4	737.8	768.4
Developmental Education (DE)	32.6	40.5	36.0	35.7
Educator Preparation Institute (EPI)	38.1	30.7	20.3	11.2
Postsecondary Adult Vocational (PSAV)	88.3	88.0	84.2	119.1
Adult Basic Education	11.6	16.0	19.5	20.2
Adult Sec./GED Prep	0.7	1.4	1.6	1.4
Upper Division	238.8	241.9	216.6	200.3
Total	4,395.6	4,040.3	3,932.5	4,325.0

Source: Florida College System Funded FTE by Program Area (FTE-3) Reports 2020-21, 2021-22, 2022-23, 2023-24

*Note: A&P, PSV, DE, & EPI are calculated as credit FTE where 1 FTE = 30 credit hours. One non-credit FTE = 900 contact/clock hours.

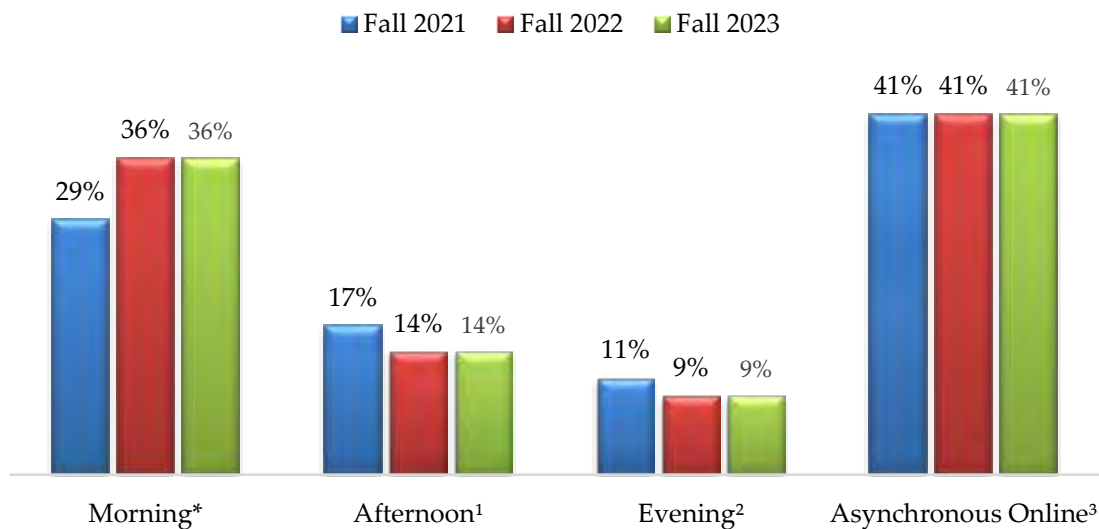
FTE Enrollment History*



Source: Internal SJR State Database

*Reporting Year FTE. Does not include Adult Education or Non-FTE generating courses.

FTE Enrollment by Time of Day (Fall Term)



Source: Internal SJR State Database

Class Start Times: *Between 8:00 a.m. and noon; ¹ between noon and 4:00 p.m.; ² after 4:00 p.m. (93% ≥ 5:30 p.m.);

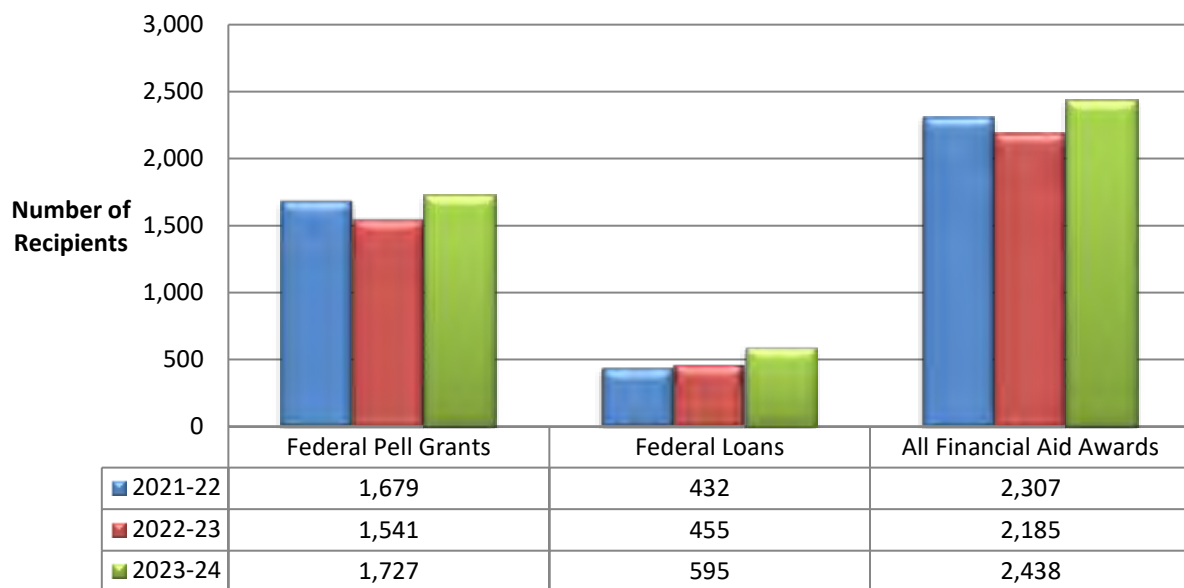
³ no time specified (93% are online courses)

Synchronous "live online" courses are classified according to their start times

Student Financial Aid

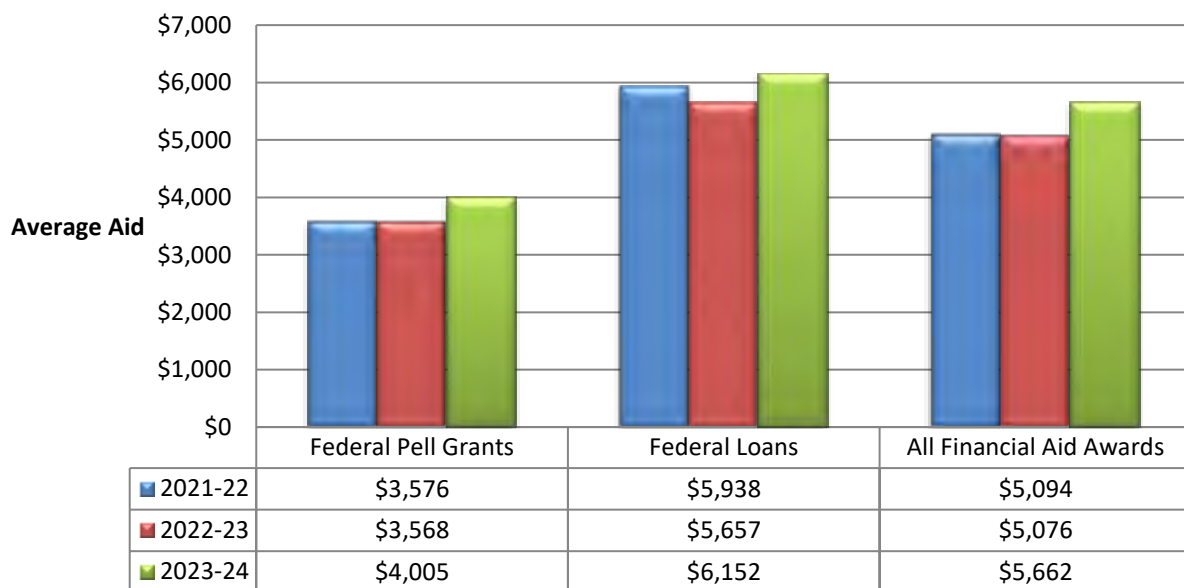
Students who qualify for financial assistance may be able to obtain help through scholarships, loans, grants, and part-time work. These programs are funded by state and federal funds. Awards are made on an academic year basis, and the amount of the assistance is determined by individual need, student eligibility, program regulations, and availability of funds.

Number of Students Receiving Financial Aid



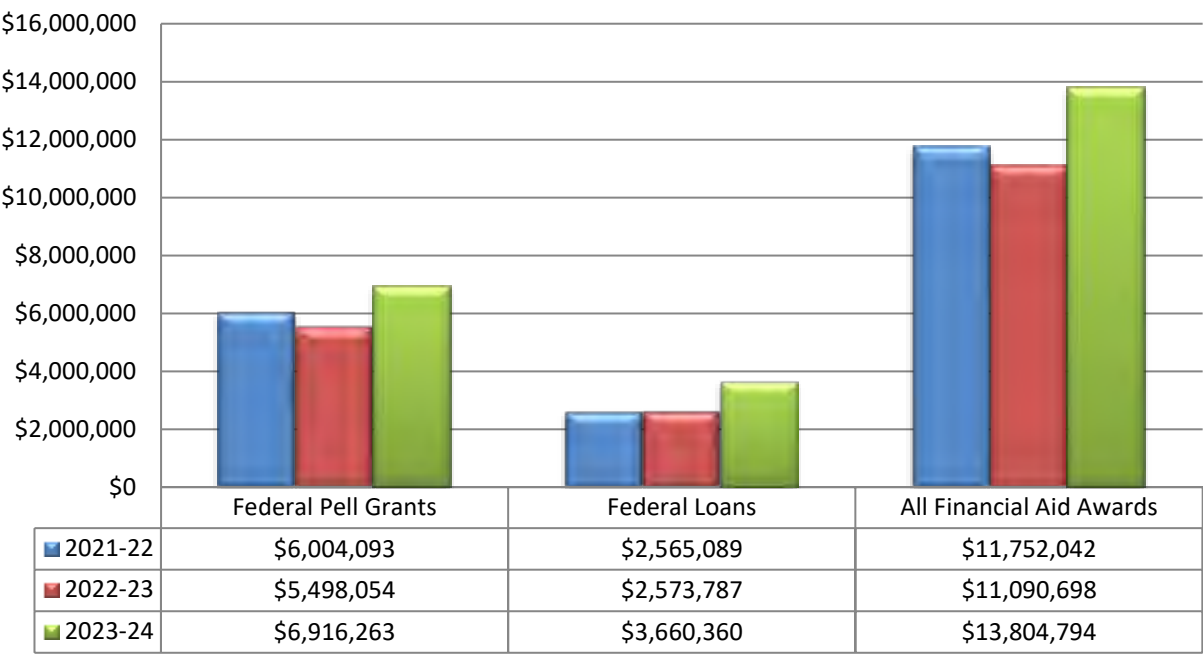
Source: St. Johns River State College Financial Aid Reports

Average Aid Disbursed per Student



Source: St. Johns River State College Financial Aid Reports

Total Dollars Disbursed



Source: St. Johns River State College Financial Aid Reports

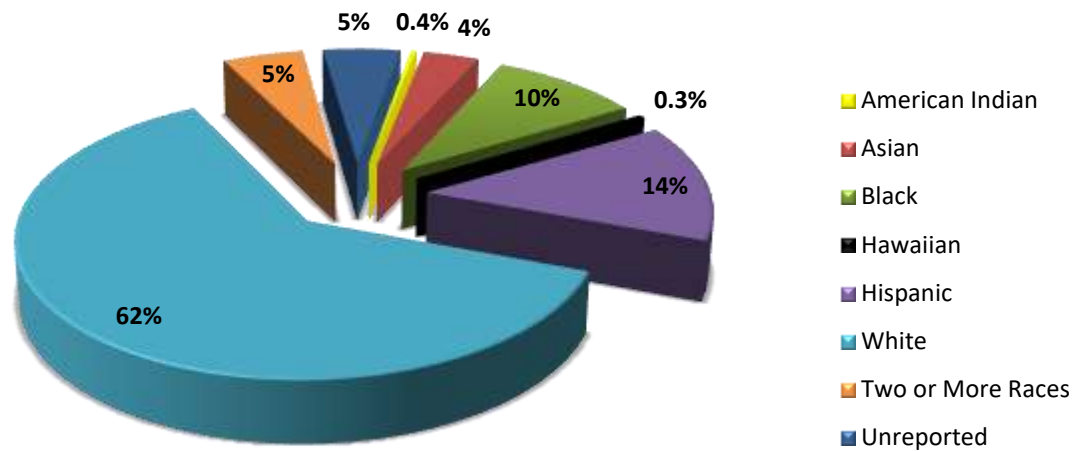


FALL 2023 STUDENT PROFILE

Demographic Information

The following information is a summary of the fall 2023 student population (unduplicated headcount):

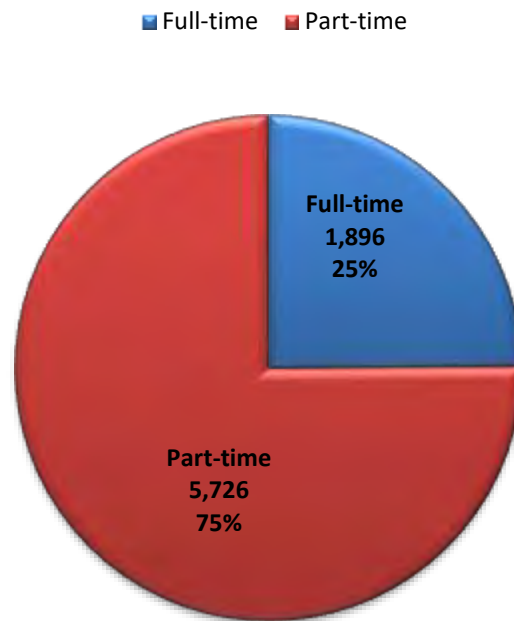
Enrollment by Race/Ethnicity (Fall 2023)



Race/Ethnicity	Headcount	Percent
American Indian	27	0.4%
Asian	273	3.6%
Black	737	9.7%
Hawaiian	24	0.3%
Hispanic	1064	14.0%
White	4,720	61.9%
Two or More Races	397	5.2%
Unreported	380	5.0%

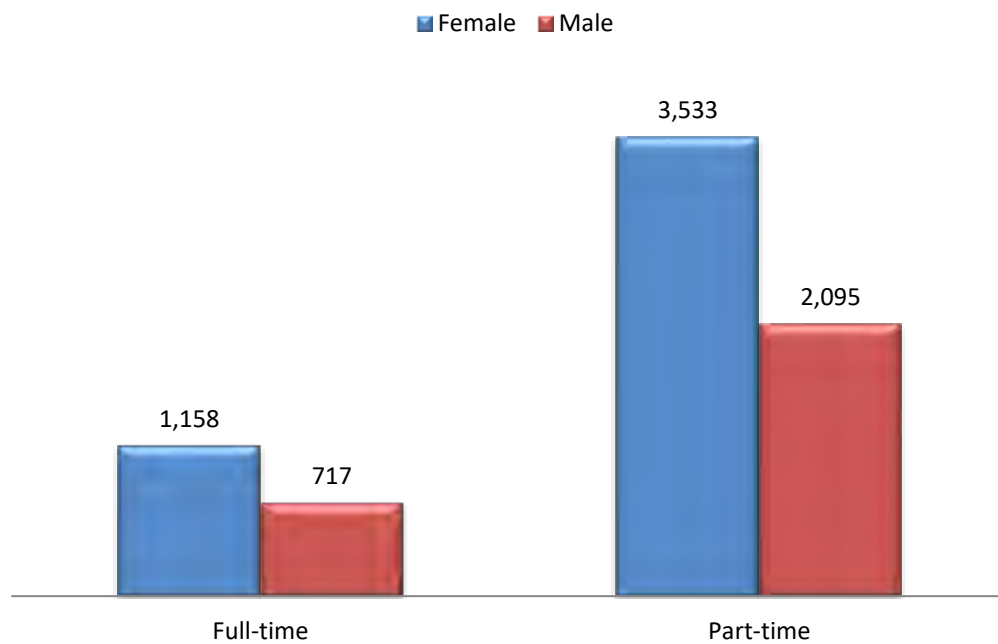
Source: Internal SJR State Database

Full-time vs. Part-time Status (Fall 2023)



Source: Internal SJR State Database

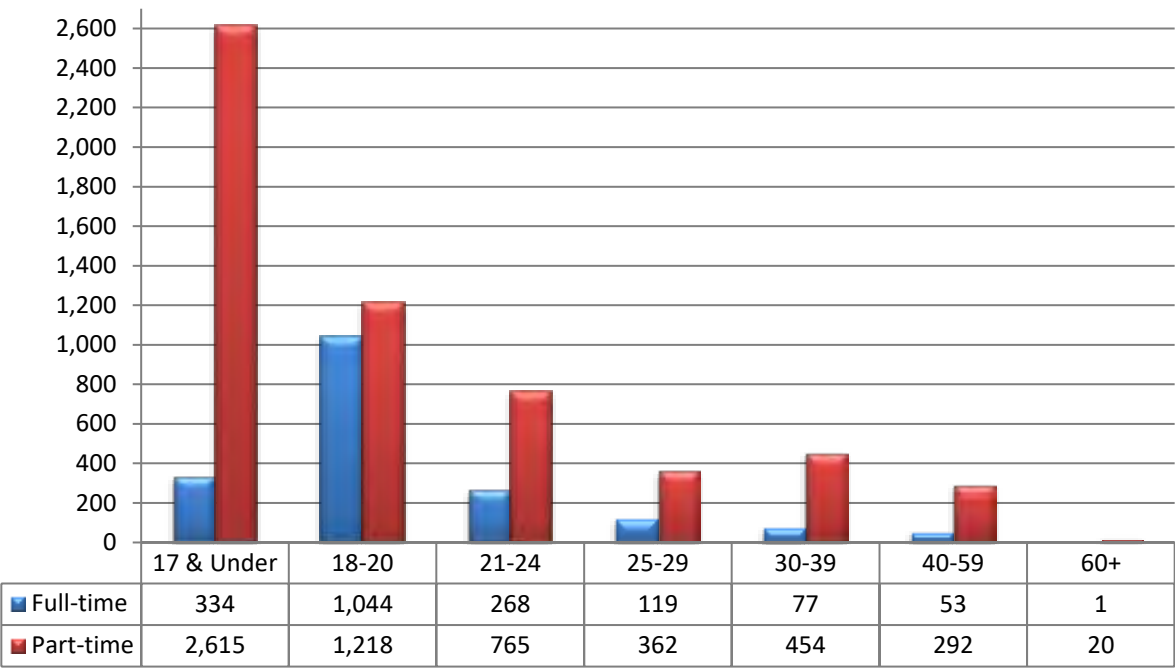
Full-time vs. Part-time Students by Gender* (Fall 2023)



* Does not include 119 students who did not declare a gender

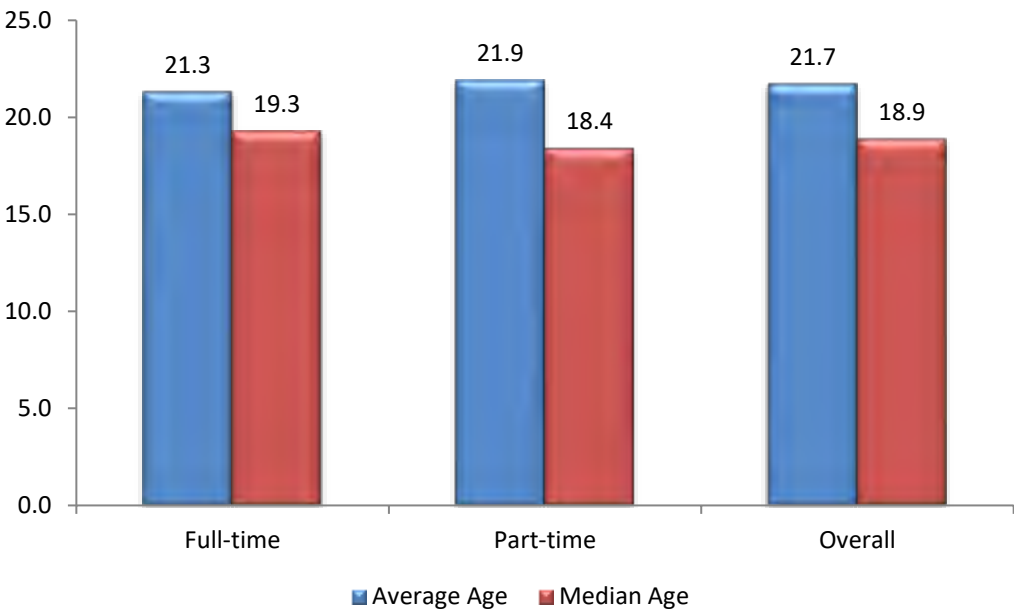
Source: Internal SJR State Database

Full-time vs. Part-time Students by Age (Fall 2023)



Source: Internal SJR State Database

Average & Median Age by Full-time vs. Part-time Status (Fall 2023)

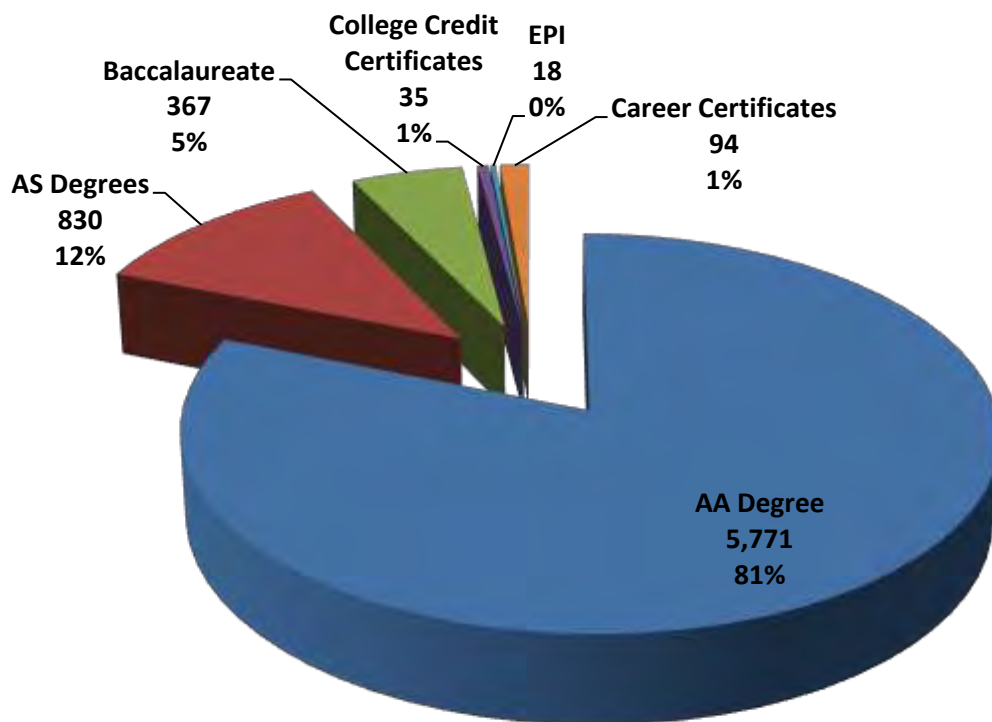


Source: Internal SJR State Database

Academic Goal

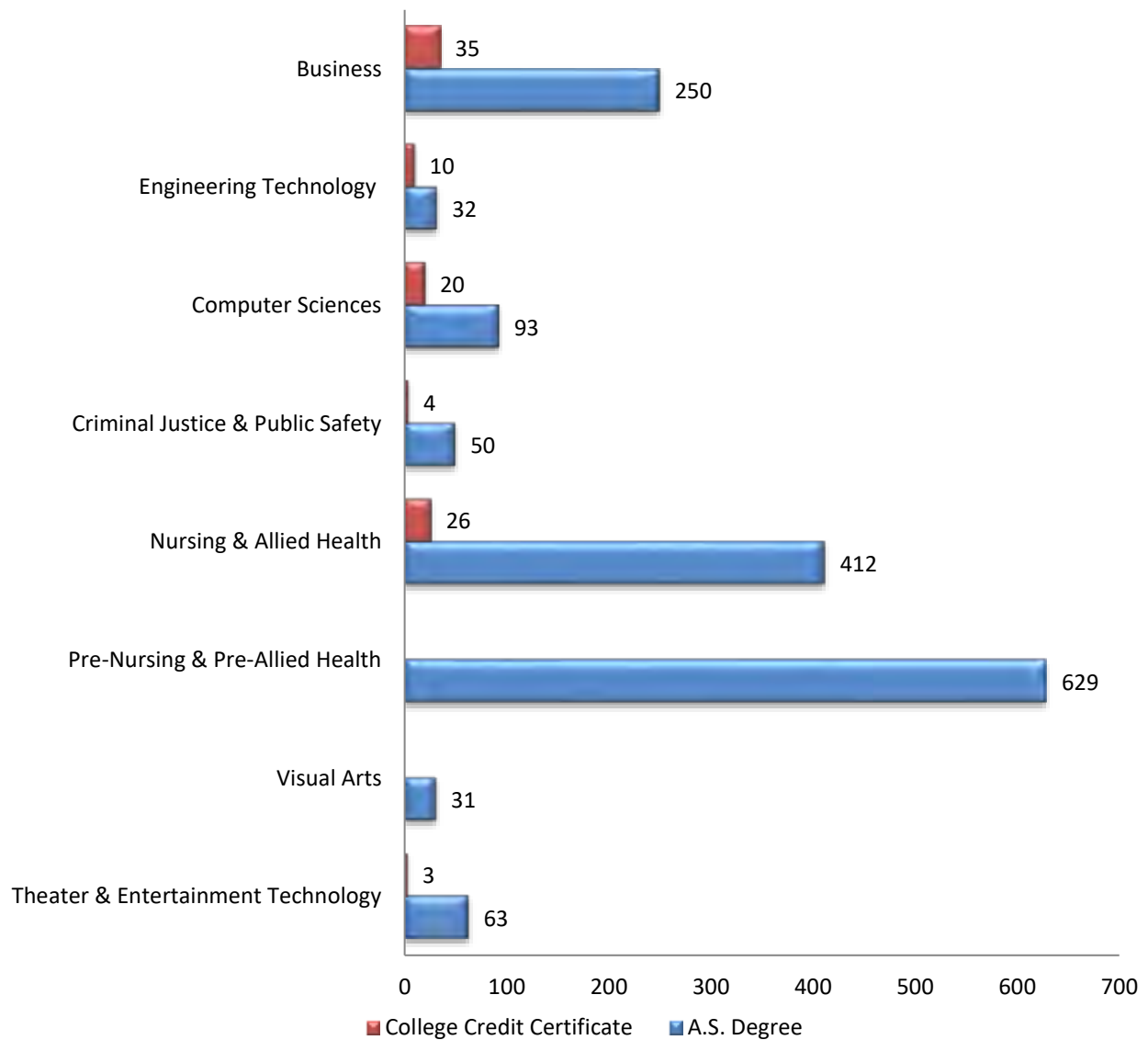
According to fall 2023 semester data, eighty-one percent (81%) of St. Johns River State College degree and certificate seeking students are pursuing an Associate in Arts (A.A.) Degree, which is transferrable to the State University System (SUS). The data further show that 12% of students are seeking an Associate in Science (A.S.) degree, which prepares students to enter the workforce. The number of students pursuing a baccalaureate degree was 367 in fall 2023.

Headcount Enrollment by Primary Degree (Fall 2023)



Source: Internal SJR State Database

Total Headcount* for A.S. Degrees & Credit Certificates (Fall 2023)



* Includes both primary and secondary programs of study; 12% of students had a secondary program of study so headcount is duplicated between primary and secondary programs in these instances.

Source: Internal SJR State Database

Headcount by Primary Program of Study (Fall 2023)

The following tables provide a headcount by primary program of study for associate in science (A.S.), college credit certificate (CCC), career certificate (CAR), or baccalaureate (B.S./B.A.S.) programs for the fall 2023 semester.

Allied Health	
Program	Headcount
Emergency Medical Services (A.S.)	19
Emergency Medical Technician (CCC)	7
Health Information Technology (A.S.)	18
Pre-Health Information Technology	5
Health Services Management (A.S.)	18
Health Care Services Specialist (CCC)	1
Medical Assisting (CAR)	6
Medical Office Administration (A.S.)	13
Office Management – Medical Office (CCC)	1
Paramedic (CCC)	12
Radiologic Technology (A.S.)	37
Pre-Radiologic Technology	28
Respiratory Care (A.S.)	15
Pre-Respiratory Care	7

Baccalaureate Degrees	
Program	Headcount
Early Childhood Education (B.S.)	54
Nursing (B.S.)	118
Organizational Management (B.A.S.)	198

Business	
Program	Headcount
Accounting Technology (A.S.)	20
Business Administration (A.S.)	106
Business Management (CCC)	4
Risk Management and Insurance Operations (CCC)	1

Computer Science and Information Technology	
Program	Headcount
Network Systems Technology (A.S.)	63
Network Infrastructure/CISCO (CCC)	3
Network Server Administration (CCC)	1
Network Security (CCC)	1

Criminal Justice & Public Safety	
Program	Headcount
Criminal Justice Technology (A.S.)	24
Criminal Justice Technology Specialist (CCC)	1
Corrections Officer (CAR)	8
Law Enforcement Officer (CAR)	47
Correctional to Law Enforcement Officer (CAR)	7

Engineering Technology	
Program	Headcount
Engineering Technology (A.S.)	21
Engineering Technology Support Specialist (CCC)	1
Mechatronics (CCC)	2

Florida School of the Arts	
Program	Headcount
Acting (A.S.)	9
Dance Performance (A.S.)	6
Musical Theater (A.S.)	27
Stage Management (A.S.)	3
Theater Technology (A.S.)	7
Visual Art (A.S.)	27

Nursing & Allied Health	
Program	Headcount
Nursing (A.S.)	240
Pre-Nursing	111
Practical Nursing (CAR)	26

Source: Internal SJR State Database

SPECIAL PROGRAMS

Distance Learning

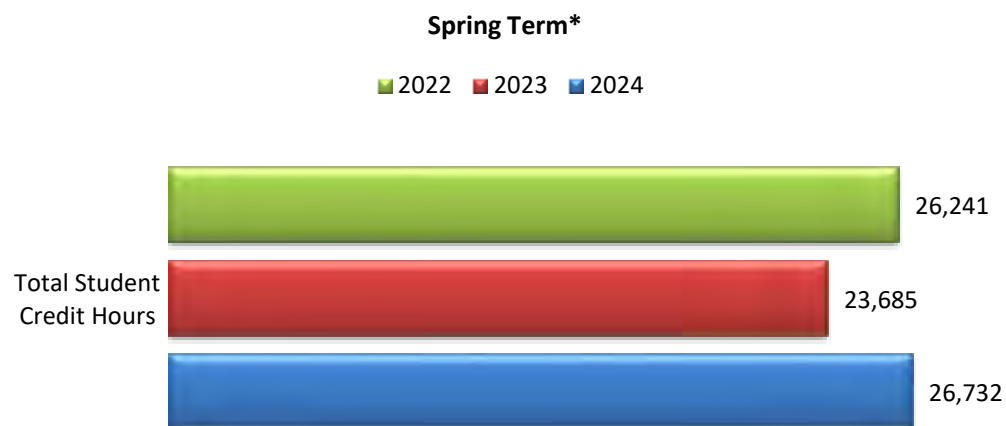
St. Johns River State College is committed to offering quality distance learning courses. All of SJR State's distance learning courses are instructor-led and use the same schedule as on-campus courses. The College offers both online and hybrid courses. Online courses are taught completely online, although some courses require on-campus tests, labs, or other meetings. In comparison, hybrid courses consist of some coursework online and some coursework on-campus. The College began offering synchronous "Live Online" courses in addition to traditional asynchronous offerings in fall 2020.

Total Distance Learning Credit Hours Taught by Term



*PSV, A&P, and Dev Ed Courses

Source: Internal SJR State Database



*PSV, A&P, and Dev Ed Courses

Source: Internal SJR State Database

Summer Term*

■ 2021 ■ 2022 ■ 2023



*PSV, A&P, and Dev Ed Courses

Source: Internal SJR State Database

Online vs. Hybrid Courses*

	Fall 2021		Fall 2022		Fall 2023	
	Hybrid	Online	Hybrid	Online	Hybrid	Online
Number of sections taught	61	421	49	387	48	397
Total student credit hours	2,296	25,897	1,871	23,757	1,965	26,218

	Spring 2022		Spring 2023		Spring 2024	
	Hybrid	Online	Hybrid	Online	Hybrid	Online
Number of sections taught	56	416	44	374	44	408
Total student credit hours	1,903	24,338	1,604	22,081	1,598	25,134

	Summer 2021		Summer 2022		Summer 2023	
	Hybrid	Online	Hybrid	Online	Hybrid	Online
Number of sections taught	28	298	18	278	13	270
Total student credit hours	683	15,222	452	14,530	411	14,798

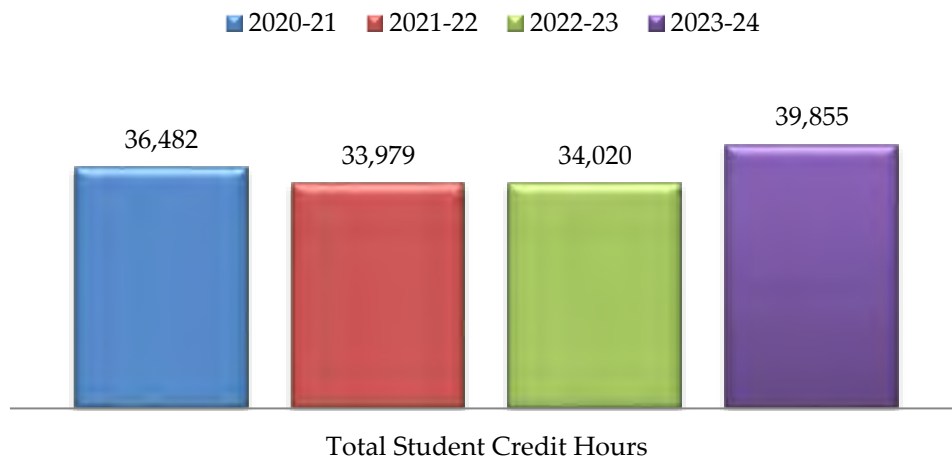
*PSV, A&P, and Developmental Education Courses

Source: Internal SJR State Database

Dual Enrollment

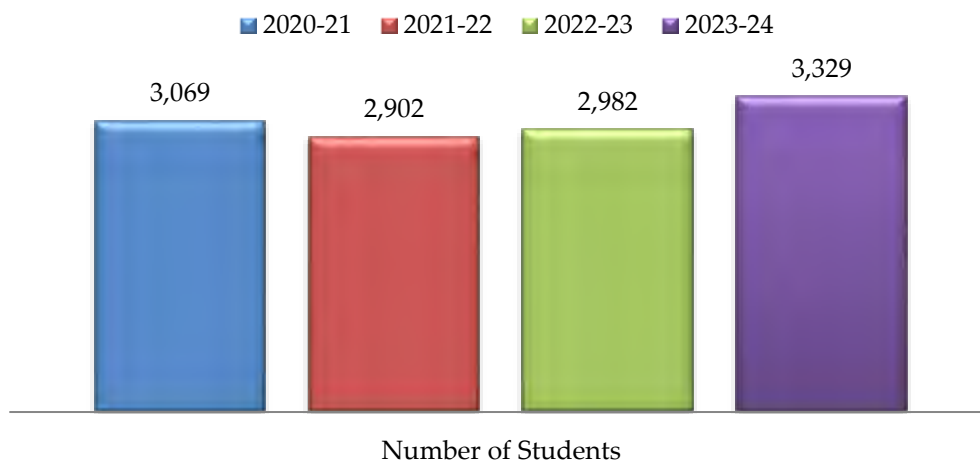
Dual Enrollment at St. Johns River State College provides eligible high school students the opportunity to earn college credit while earning credit toward a high school diploma. Students can take dual enrollment courses that will lead to an Associate in Arts or Associate in Science degree. This program serves public and private high school students, as well as home-schooled students. Students may take courses either on the high school site or on one of SJR State's campuses, with most students enrolled on a high school site.

Total Student Credit Hours



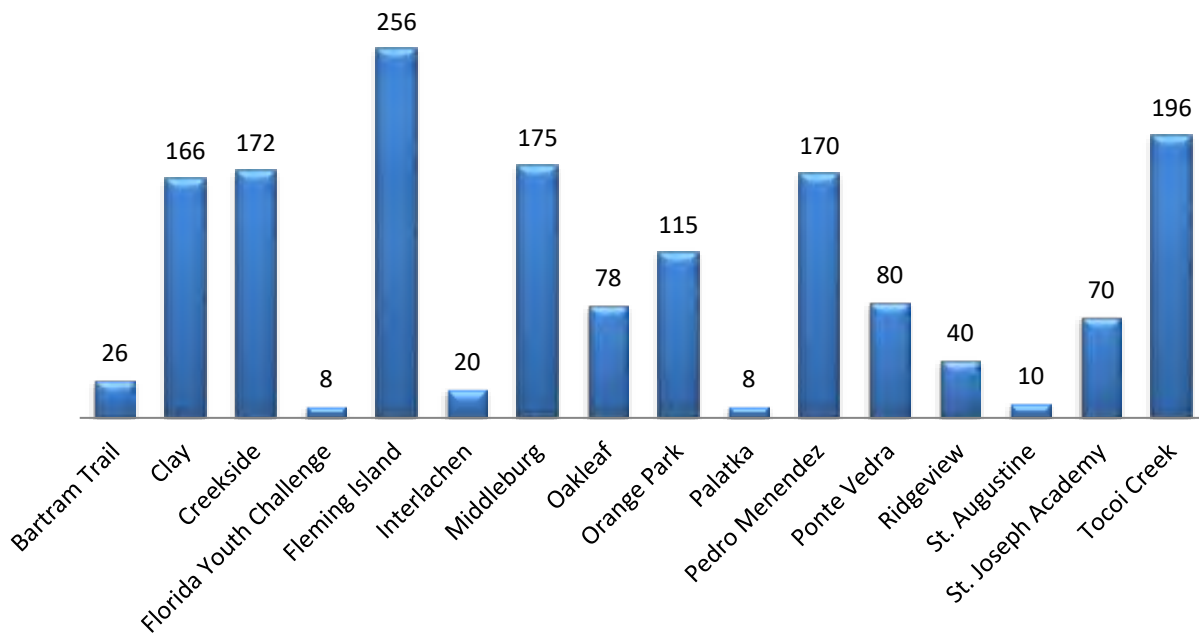
Source: Internal SJR State Database (Report Year)

Unduplicated Headcount



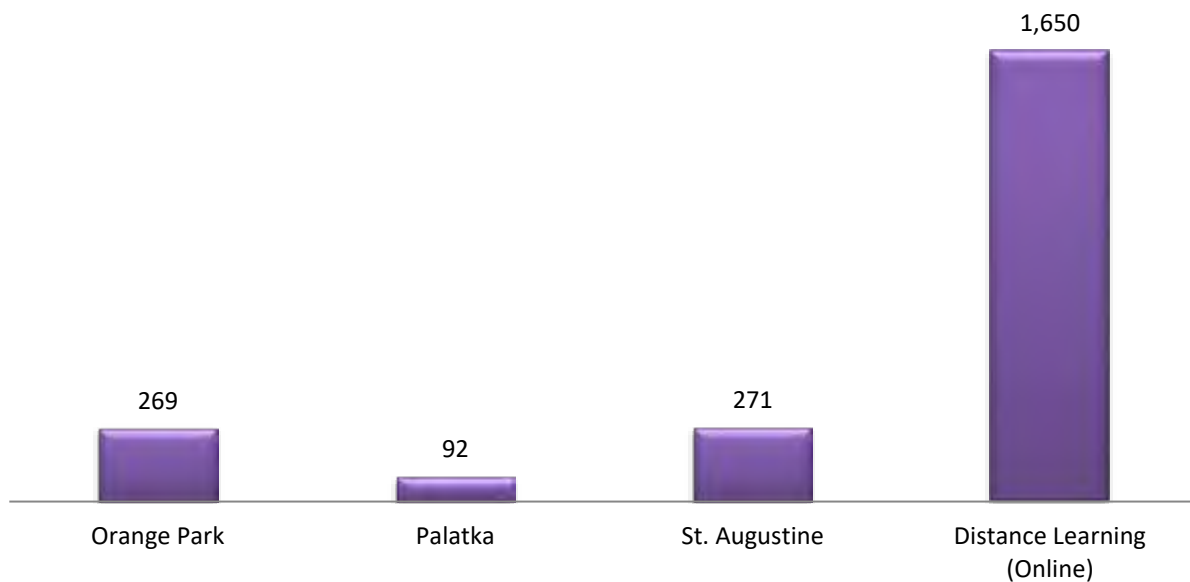
Source: Internal SJR State Database (Report Year)

Dual Enrollment Students Attending Class on a High School Site (Fall 2023)



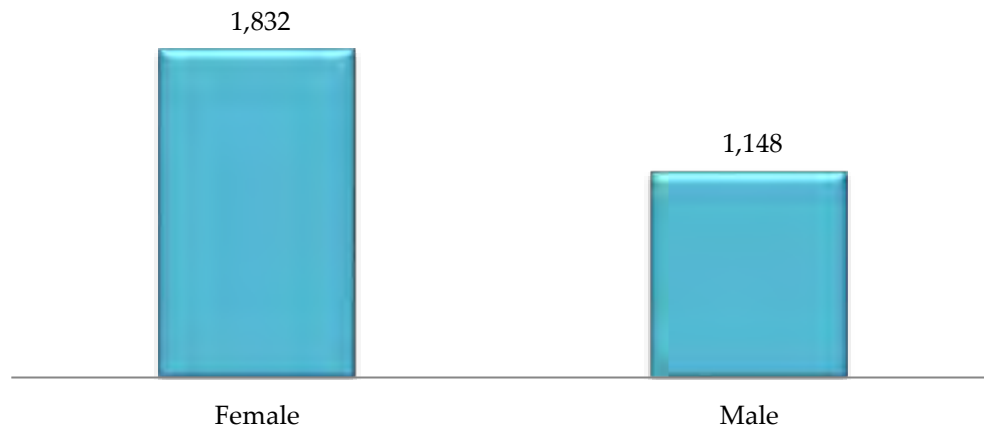
Source: Internal SJR State Database

Dual Enrollment Students by SJR State Campus (Fall 2023)



Source: Internal SJR State Database

Dual Enrollment by Gender* (Fall 2023)



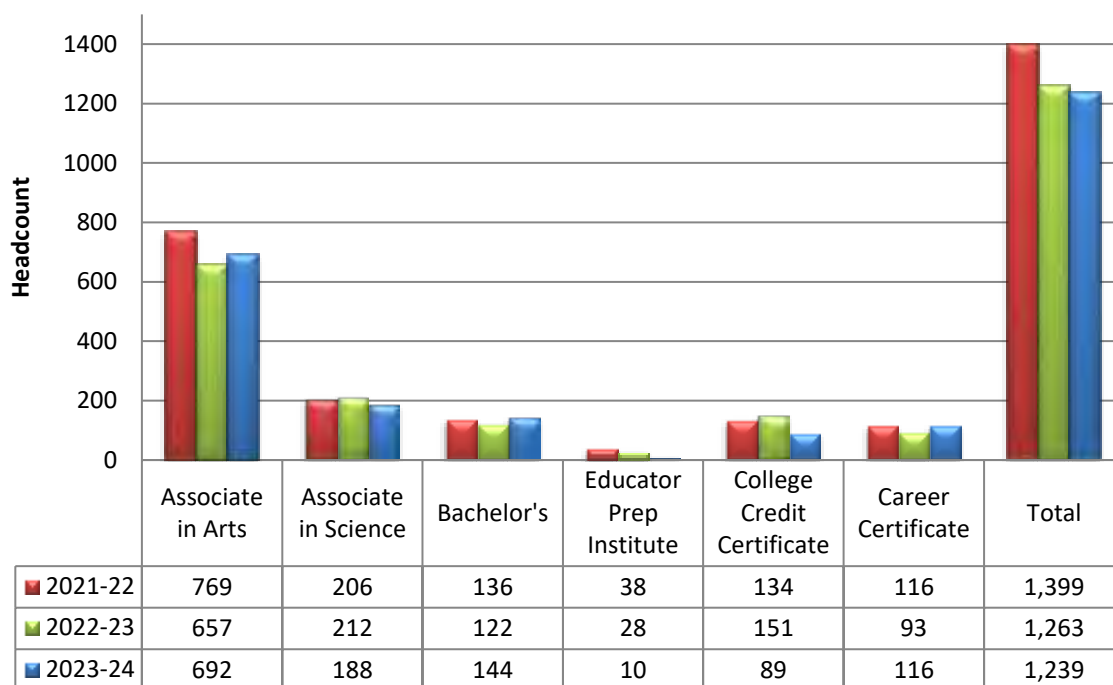
*Does not include 25 who had an unreported gender

Source: Internal SJR State Database



STUDENT COMPLETIONS

Completers by Program of Study



Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

Program Completers by Gender

	2021 22			2022 23			2023 24		
<i>Degree</i>	<i>Female</i>	<i>Male</i>	<i>Unkn.*</i>	<i>Female</i>	<i>Male</i>	<i>Unkn.*</i>	<i>Female</i>	<i>Male</i>	<i>Unkn.*</i>
Associate in Arts	466	260	43	392	220	45	416	231	45
Associate in Science	151	48	7	154	43	15	138	42	8
Bachelor's	107	24	5	84	37	1	121	20	3
Educator Prep Institute	24	11	3	21	5	2	6	4	0
College Credit Certificate	62	60	12	62	83	6	38	47	4
Career Certificate	46	61	9	37	53	3	47	68	1
Total	856	464	79	750	441	72	766	412	61

*Unknown race and/or gender

Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

Program Completers by Ethnicity

Baccalaureate Degree Completers

Ethnicity	2021 22	2022 23	2023 24
Alien	0	0	1
Asian	6	2	4
American Indian	1	1	0
Black	7	15	6
Hispanic	8	10	14
Pacific	1	0	0
Two or More Races	4	4	3
White	104	89	113
Unknown*	5	1	3
Total	136	122	144

*Unknown race and/or gender

Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

A.A. Degree Completers

Ethnicity	2021 22	2022 23	2023 24
Alien	1	0	3
Asian	25	16	23
American Indian	6	1	5
Black	50	33	46
Hispanic	87	106	84
Pacific	0	1	2
Two or More Races	34	38	36
White	523	417	448
Unknown*	43	45	45
Total	769	657	692

*Unknown race and/or gender

Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

A.S. Degree Completers

Ethnicity	2021 22	2022 23	2023 24
Alien	1	0	2
Asian	5	8	5
American Indian	0	0	2
Black	17	21	20
Hispanic	27	24	21
Pacific	1	1	0
Two or More Races	7	11	6
White	141	132	124
Unknown*	7	15	8
Total	206	212	188

*Unknown race and/or gender

Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

College Credit Certificate Completers

Ethnicity	2021 22	2022 23	2023 24
Alien	0	0	0
Asian	2	6	0
American Indian	1	0	0
Black	12	9	2
Hispanic	16	22	12
Pacific	0	0	0
Two or More Races	10	8	0
White	81	100	71
Unknown*	12	6	4
Total	134	151	89

*Unknown race and/or gender

Source: Florida College System Student Database Reports – AA1A Enrollment and Completions Term 1E-3E

Career Certificate Completers

Ethnicity	2021 22	2022 23	2023 24
Alien	0	0	0
Asian	2	3	3
American Indian	1	0	1
Black	16	13	16
Hispanic	9	10	11
Pacific	0	0	0
Two or More Races	5	1	8
White	74	63	76
Unknown*	9	3	1
Total	116	93	116

*Unknown race and/or gender

Source: Florida College System Student Database Reports AA1A_Enrollment_and_Completions Term 1E-3E

STUDENT ACCOMPLISHMENTS

General Education Outcomes

All degree programs at St. Johns River State College include a general education component that ensures that each degree graduate achieves a breadth of knowledge in areas such as humanities, science, and social sciences and develops key skills in critical thinking, reading, writing and mathematics. In addition to measuring learning outcomes in general education courses, the College assesses its general education program by asking selected students to take the E-Proficiency Profile. As shown below, the total score for SJR State students was higher than the cohort on this norm-referenced instrument in 2024. This was also true for the sub-scores for individual skills/context-based areas, with the exception of mathematics (Associate and Baccalaureate) and reading (Baccalaureate only).

E-Proficiency Profile Results, 2024

Skill/Context	SJR State Associate Students ¹	SJR State Baccalaureate Students ²	Students at all Institutions
Critical Thinking	110.55	110.50	109.6
Reading	116.07	115.62	115.2
Writing	112.71	112.38	112.5
Mathematics	113.38	111.35	111.6
Humanities	114.66	114.46	113.8
Social Science	112.56	112.31	111.8
Natural Sciences	114.05	114.05	113.4
Total Score	439.27	436.42	435.8

Source: E-Proficiency Profile Results for 2023-2024 academic year

¹Administered to associate degree students in third English course

²Administered to baccalaureate students in capstone course

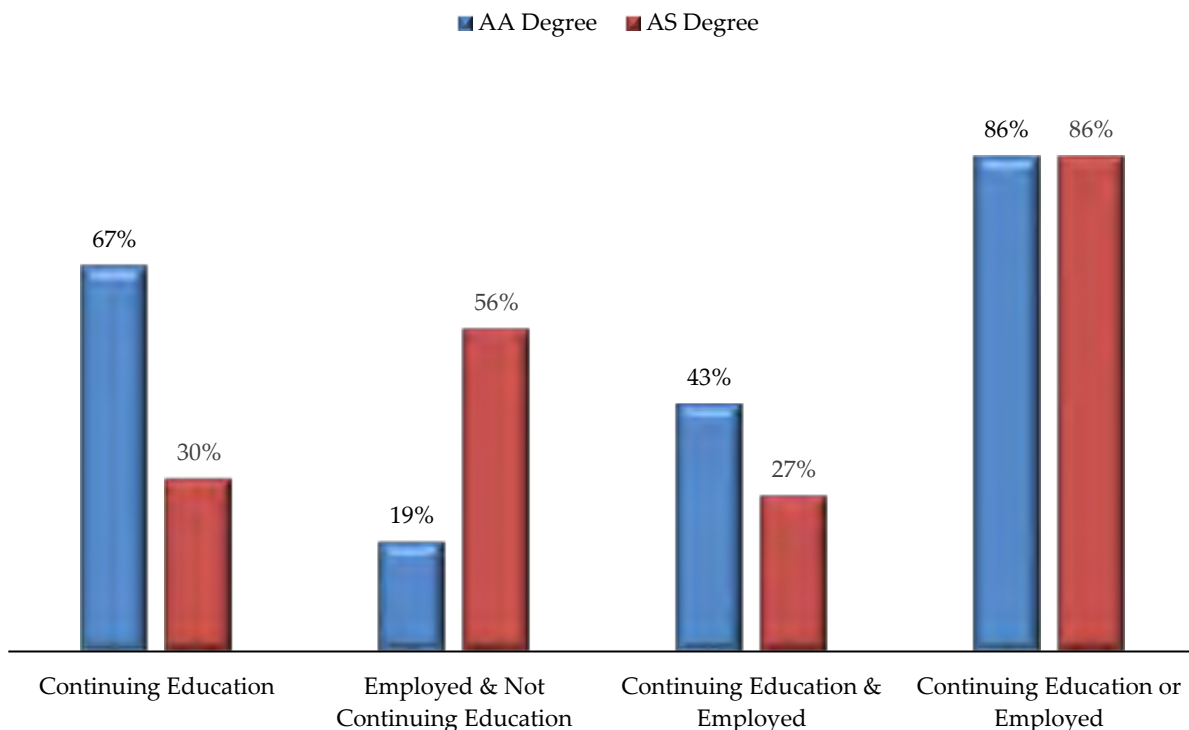


Post SJR State Achievement

Post Degree Employment/Continuing Education Outcomes

The graph below depicts the one-year post graduation outcomes for Associate in Arts and Associate in Science students who graduated from SJR State in 2021-22. As expected, given the nature of degree intent, most AA graduates continued their education (67%) while AS graduates tended to go directly into the workplace and not immediately enroll in further education. However, over 86% of all associate degree graduates were either employed or continued their education (or both) in the year after graduation. Furthermore, the majority of St. Johns River State College students who transfer to a Florida public university attend the University of North Florida (UNF). This number was 54% for 2021-2022 AA completers. In 2010, recognizing this trend, St. Johns River State College formalized an articulation agreement with UNF with the “Gateway Program.” The Gateway Program facilitates a transition from an Associate in Arts degree at St. Johns River State College to one of UNF’s baccalaureate programs.

One-Year Outcomes for 2021-22 Associate Degree Completers



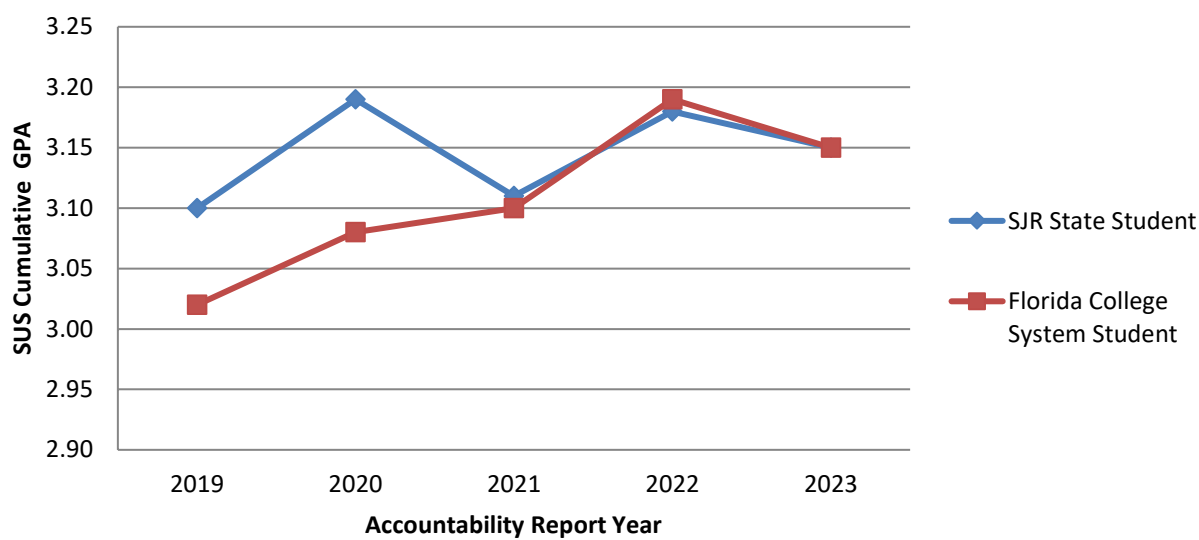
Source: Florida Education and Training Placement Information Program

Retrieved from: <https://www.fldoe.org/accountability/fl-edu-training-placement-info-program/fl-college-system-reports.shtml>

GPAs of Student Transfers

Students from St. Johns River State College tend to achieve higher or similar GPAs at State University System (SUS) institutions compared to other Florida College System transfers. The graph below illustrates this for students who graduated from SJR State with an A.A. degree and then attend an SUS institution.

Cumulative GPAs of SJR State AA Graduates*



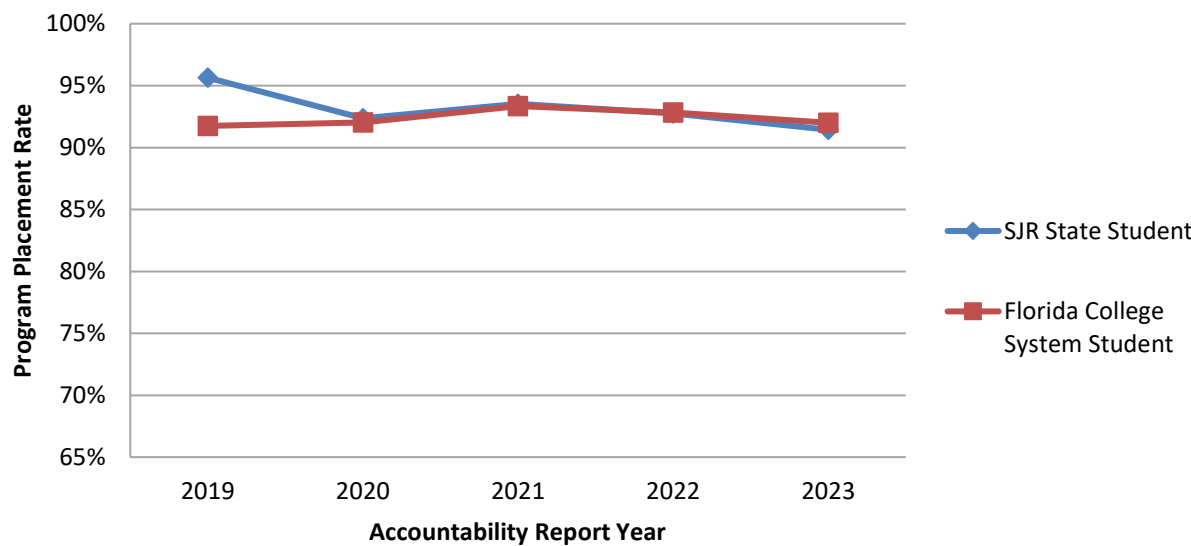
*Only includes students who completed their whole A.A. degree at St. Johns River State College
Source: Florida College System Accountability Reports 2019-2023

Vocational Placement Rates

Another measure of post SJR State student achievement is that of placement rate where placement refers to whether or not a former student is employed in an occupation that relates to their instruction at SJR State. Placement rates are calculated for students who were enrolled in Associate in Science/Applied Science degrees, college credit certificates, or career certificates. Those who go into the military or continue their education are also included in this rate. Placement information is provided by the Florida Education and Training Placement Information Program (FETPIP).

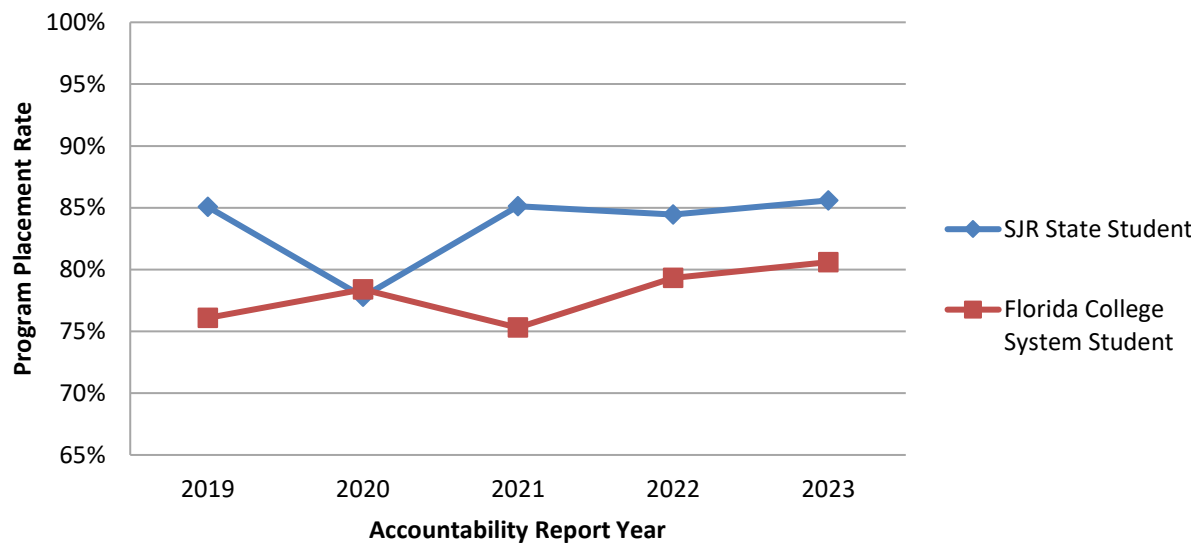
Placement rates for program completers from SJR State are similar to those for the Florida College System as a whole. Rates for leavers (left before completing the program) are slightly higher.

Vocational Placement Rates for Program Completers



Source: Florida College System Accountability Reports 2019-2023

Vocational Placement Rates for Program Leavers



Source: Florida College System Accountability Reports 2019-2023

COLLEGE OPERATIONS

Learning Resources

Each SJR State campus has a library that provides a comfortable environment designed to offer faculty, students, and staff a wide variety of services, resources, and facilities to meet their informational, research, and academic support needs. The libraries each offer 65 hours of service per week while classes are in session. In addition, the library provides live online chat services and 24/7 access to online resources and guides through the Learning Resources web site (learningresources.sjrstate.edu).

Tutoring services in mathematics, writing, science, and other subjects are provided to current SJR State students within each library. Each tutoring space is staffed by a full-time Academic Support Coordinator who is assisted by part-time tutors and/or faculty. The tutoring centers provide individual tutoring, group workshops, and access to digital learning support programs. In addition to on-campus tutoring services, students are provided free online tutoring services 24/7 through tutor.com (prior to August 1, 2024) or [Brainfuse](http://Brainfuse.com).

During the 2023-2024 academic year, the Learning Resources faculty and staff visited 359 classes. In addition, there were 207,767 views of Learning Resources' online guides.

Library Resources and Services 2023 – 2024

Resources	70,484 books 7,295 DVDs 142 online databases & digital platforms <ul style="list-style-type: none">• 281,400 eBooks• 14,352 journals
Use	18,814 questions answered by Library faculty and staff <ul style="list-style-type: none">• 525 chat sessions conducted; average duration 7 minutes, 33 seconds 7,189 books, DVDs, and equipment loaned 88,276 authenticated online database sessions* <small>*To use the databases in the SJR State Library's collection, users are authenticated once per session. A session lasts until the user closes their browser entirely. During a session, a user can access an unlimited number of databases during that session.</small>

Source: SJR State Department of Learning Resources

Academic Support Centers

9,442 tutoring sessions were conducted on campus:

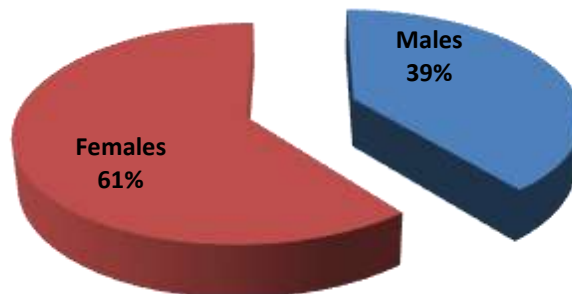
- 61% of tutoring provided was in math
- 25% of tutoring provided was in writing
- 10% of tutoring provided was in science
- 4% of tutoring provided was in other subjects

2,595 tutoring sessions were conducted online through tutor.com.

Source: SJR State Department of Learning Resources

College Personnel

Full-time Employees by Gender (2023)



Source: 2023 IPEDS Data

Full-time Employees by Classification, Gender, & Race/Ethnicity (Fall 2023)

Classification	Black, Non Hispanic	American Indian	Asian	Hispanic	White, Non Hispanic	Two or More Races	Unknown	Total
Males								
Management	2	0	1	0	13	0	1	17
Instructional	4	0	0	0	51	0	6	61
Business & Financial Operations	0	0	0	0	2	0	0	2
Computer, Engineering, & Science	0	0	0	0	11	0	1	12
Community, Legal, Arts, & Media	2	0	0	1	10	1	0	14
Librarian	0	0	0	0	1	0	0	1
Natural Resource, Construction, & Maintenance	0	0	0	0	3	0	0	3
Office & Admin Support	3	0	0	1	8	0	0	12
Production & Transportation	0	0	0	0	1	0	0	1
Service	3	1	1	0	15	0	1	21
Student & Academic Affairs	0	0	0	0	4	0	0	4
Total Males	14	1	2	2	119	1	9	148
Females								
Management	0	0	0	0	14	0	0	14
Instructional	6	0	3	1	66	0	1	77
Business & Financial	0	0	0	0	13	0	0	13
Computer, Engineering, & Science	1	0	0	1	7	0	0	9
Community, Legal, Arts, & Media	1	0	0	1	18	0	1	21
Librarian	1	0	0	0	3	0	0	4
Library Technician	0	0	0	0	4	0	0	4
Office & Admin Support	8	1	1	3	60	1	0	74
Sales	0	0	0	0	3	0	0	3
Service	4	0	0	1	0	0	0	5
Student & Academic Affairs	0	0	0	1	4	0	0	5
Total Females	21	1	4	8	192	1	2	229
Males + Females	35	2	6	10	311	2	11	377

Source: 2023 IPEDS Data

College Finances

Expenditures by College Function

Fiscal Year	Percent of Total Core Expense					
	Instruction	Public Service	Academic Support	Student Services	Institutional Support	Other Core Expenses
2021-22	38%	1%	8%	9%	18%	27%
2022-23	37%	1%	9%	9%	19%	25%
2023-24	42%	1%	10%	10%	20%	17%

Source: 2021, 2022, 2023 IPEDS Data

Facilities

General Information: Campus Wide

Campus Information	Total
Number of Campuses	3
Total Acreage of All Property	353.88

Source: SJR State Facilities Report

Facilities, Land, & Buildings by Campus

Campus	Acres	Number of Buildings	Gross Square Feet
Orange Park	95.68	9	234,943
Palatka	93	21	244,590
St. Augustine	165.2	8	120,916

Source: Florida College System Reports – Facility Inventory 3E

Campus Safety

The mission of St. Johns River State College's Department of Campus Safety and Security is to provide a safe, secure, and productive college learning environment for students, faculty, staff, and visitors.

St. Johns River State College security officers are licensed by the State of Florida and armed. Contract security officers are also licensed and consist of both armed and unarmed officers. College and contract security officers work closely with local law enforcement agencies on reporting and follow-up actions or investigations related to criminal activities on campus. In order to facilitate this relationship and to assist in crime prevention, all employees and students are encouraged to promptly report all criminal or suspicious activity to the security officer on duty on the campus.

The 2023 Crime Statistics listed below indicate that SJR State continues to be a very safe college with an extremely low crime rate.

SJR State Crime Statistics for On-Campus Property (2023)

Campus	Orange Park	Palatka	St. Augustine
Murder/Non Negligent Manslaughter	0	0	0
Negligent Manslaughter	0	0	0
Rape	0	0	0
Fondling	0	0	0
Statutory Rape	0	0	0
Incest	0	0	0
Robbery	0	0	0
Aggravated Assault	0	0	0
Burglary	0	0	0
Motor Vehicle Theft	0	0	0
Arson	0	0	0
Arrests: Weapons (Carrying, Possessing, etc.)	0	0	0
Disciplinary Referrals: Weapons (Carrying, Possessing, etc.)	0	0	0
Arrests: Drug Abuse Violations	0	0	0
Disciplinary Referrals: Drug Abuse Violation	0	0	0
Arrests: Liquor Law Violation	0	0	0
Disciplinary Referrals: Liquor Law Violations	0	0	0
Domestic Violence	0	0	0
Dating Violence	0	0	0
Stalking	0	0	0
Hate Crime	0	0	0

Source: SJR State Department of Public Safety/Security



Student Demographics (Fall 2023)

Status	Percent
Full-time	25%
Part-time	75%

Gender	Full time	Part time
Female	61%	62%
Male	38%	37%
Unreported	1%	2%

Age	Full time	Part time
Average Age	21.3	21.9
Median Age	19.3	18.4

Age Distribution	Full time	Part time
17 & Under	17.6%	45.7%
18-20	55.1%	21.3%
21-24	14.1%	13.4%
25-29	6.3%	6.3%
30-39	4.1%	7.9%
40-59	2.8%	5.1%
60+	0.1%	0.3%

Source: Internal SJR State Database

Enrollment by Time of Day (Fall 2023)

Time	% FTE
Morning	36%
Afternoon	14%
Evening	9%
Online (Asynchronous)	41%

Source: Internal SJR State Database

Locations:

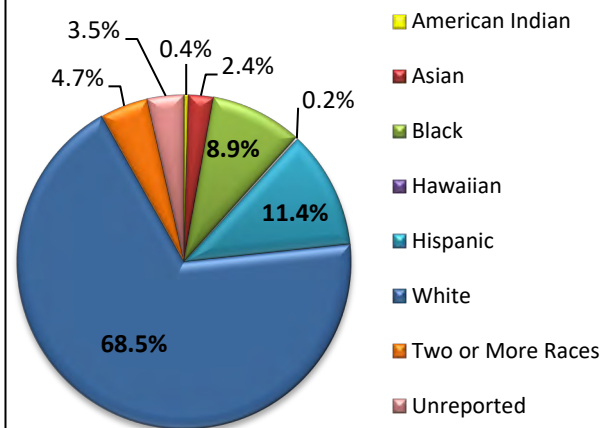
Orange Park Campus, Established 1977
 283 College Drive, Orange Park, FL 32065
 (904) 276-6800

Palatka Campus, Established 1958
 5001 St. Johns Avenue, Palatka, FL 32177
 (386) 312-4200

St. Augustine Campus, Established 1986
 2990 College Drive, St. Augustine, FL 32084
 (904) 808-7400

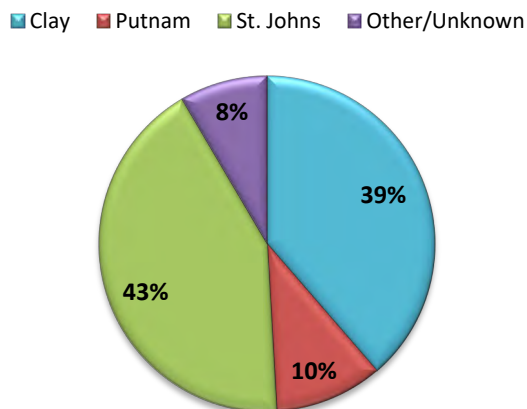
www.sjrstate.edu

Enrollment by Ethnicity/Race Fall 2023



Source: Internal SJR State Database

Enrollment by County of Residence Fall 2023



Source: Internal SJR State Database

Student Right-to-Know Graduation Rate: 46%

Source: <https://nces.ed.gov/collegenavigator>

For more information contact the RIE Staff—(386) 312-4281

Program Completers

Year	2021-22	2022-23	2023-24
Associate in Arts	769	657	692
Associate in Science	206	212	188
Educator Prep Institute	38	28	10
College Credit Certificate	134	151	89
Bachelor's	136	122	144
Career Certificate	116	93	116
Total	1,399	1,263	1,239

Source: Florida College System Student Database AA1A Report

A.S. & College Credit Certificates Total Headcount*

Program of Study	Fall 2023
Business	285
Computer Sciences	113
Criminal Justice & Public Safety	54
Engineering Technology	42
Nursing & Allied Health	438
Pre-Nursing & Pre-Allied Health	629
Theater & Entertainment Tech	66
Visual Arts	31

*Includes both primary and secondary programs of study

Source: Internal SJR State Database

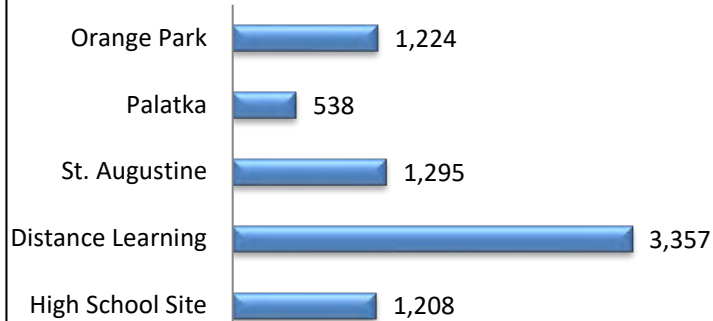
Baccalaureate Degree Total Headcount

Program of Study	Fall 2023
Early Childhood Education	54
Nursing	118
Organizational Management	198

Source: Internal SJR State Database

Accreditation: St. Johns River State College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate and baccalaureate degrees. St. Johns River State College also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of St. Johns River State College may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

Unduplicated Headcount by Predominant Campus Fall 2023



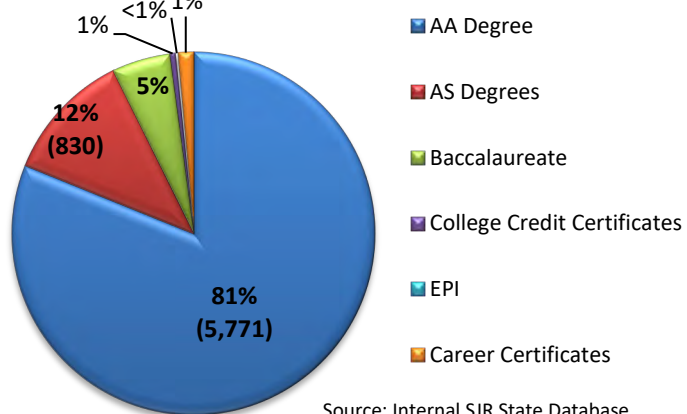
Source: Internal SJR State Database

Annual Unduplicated Headcount

Year	Headcount	Year	Headcount
2016-17	10,514	2020-21	10,124
2017-18	10,894	2021-22	9,606
2018-19	11,074	2022-23	9,666
2019-20	10,968	2023-24	10,086

Source: Internal SJR State Database

Headcount by Primary Degree Fall 2023



Source: Internal SJR State Database

Fundable FTE by Instructional Campus*

Campus	2021 22	2022 23	2023 24
Orange Park	647.0	681.3	734.4
Palatka	272.1	316.0	311.2
St. Augustine	470.8	529.8	651.0
Distance Learning**	2,219.3	2,032.5	2,216.1
Other	455.6	389.0	432.0
Total	4,064.8	3,948.6	4,344.7

*Does not include Adult Education ** Hybrid courses are assigned to a physical campus

Source: Internal SJR State Database

2023-24 Tuition/Fees*

Per Credit Hour	Resident		Non Resident	
	Lower*	Upper**	Lower*	Upper**
Tuition	\$78.84	\$91.79	\$315.53	\$465.15
Financial Aid Fee	\$3.51	\$4.51	\$14.20	\$23.18
Student Activities Fee	\$7.88	\$9.18	\$7.88	\$9.18
Capital Improvement Fee	\$11.83	\$12.68	\$33.55	\$47.24
Access Fee	\$2.00	\$2.00	\$2.00	\$2.00
Technology Fee	\$3.94	\$4.59	\$15.78	\$23.25
Total	\$108.00	\$124.75	\$388.94	\$570.00

*(Advanced & Professional, PSV, EPI)

** (For 3000 and 4000 Level Credits)

Financial Aid Awarded by Category 2023-24

Type of Aid Awarded	# of Recipients	Total Dollars Disbursed	Average Per Student
Federal Pell Grants	1,727	\$6,916,263	\$4,005
Federal Loans	595	\$3,660,360	\$6,152
All Financial Aid Reports	2,438	\$13,804,794	\$5,662

Source: SJR State Financial Aid Reports

Enrollment by Distance Education Status*

Term	Exclusively in Distance Education	Some, Not All in Distance Education	Not Enrolled in Any Distance Education
Fall 2021	44.1%	27.1%	28.8%
Fall 2022	38.9%	27.7%	33.4%
Fall 2023	35.5%	31.4%	33.1%

* Percent of Degree/Certificate Seeking Students not including dual enrolled students

Source: IPEDS



For Locals. By Locals.

08/14/2024

Mr. Pickens,

As part of the pending loan approval for the Viking Art Student Housing project there will be a condition in the loan covenants for the lease to have a 40 year term as opposed to 30 years. For bank purposes the lease needs to exceed the note term and amortization. Should you have any questions please contact me at the below.

A handwritten signature in blue ink, appearing to read "B. Lott", is positioned above the printed name.

Ben Lott
Market Executive
352-535-7147
Blott@barwickbank.com



ST. JOHNS RIVER STATE COLLEGE

JOE H. PICKENS, J.D., PRESIDENT
5001 ST. JOHNS AVENUE | PALATKA, FL 32177-3807
(386) 312-4113 | JoePickens@SJRstate.edu

PALATKA CAMPUS 5001 ST. JOHNS AVENUE
PALATKA, FL 32177-3807 | (386) 312 4200

ST. AUGUSTINE CAMPUS 2990 COLLEGE DRIVE
ST. AUGUSTINE, FL 32084-1197 | (904) 808 7400

ORANGE PARK CAMPUS 283 COLLEGE DRIVE
ORANGE PARK, FL 32065-7639 | (904) 276 6800

SJRstate.edu

EQUAL OPPORTUNITY/EQUAL ACCESS COLLEGE

MEMORANDUM

DATE: August 13, 2024

TO: District Board of Trustees

FROM: President Joe H. Pickens, J.D.

SUBJECT: Amendment #1 to the Ground Lease Agreement between the District Board of Trustees of St. Johns River State College on behalf of St. Johns River State College and St. Johns River State College Student Housing Corporation

This requests approval of the following revisions to Amendment #1 to the Ground Lease Agreement between the District Board of Trustees of St. Johns River State College on behalf of St. Johns River State College and St. Johns River State College Student Housing Corporation, effective August 21, 2024:

- Tenant has changed from Beck/Sloan Properties or Assigns to VikingArt, Inc, or Assigns.
- Change date amended agreement is made and entered into.
- Added “amended” before “lease” throughout the document.
- The new footprint of the lease has been updated, so the legal description has been updated and the easement parcel information has been added.
- The term date has been amended to 2065 (for forty years).

AMENDMENT #1 TO GROUND LEASE AGREEMENT

THIS AMENDMENT #1 TO GROUND LEASE AGREEMENT (herein called the "Amended Ground Lease") is made and entered into this ~~17th-21st~~ day of ~~April 2023~~August, 2024 (the "Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Lessor"), acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE** (the "College"), and **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit corporation having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Corporation" or "Lessee").

WHEREAS, the Lessor has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Lessor has determined that it is in the best interests of the College to enter into this Amended Ground Lease; and

WHEREAS, the Lessor, as ground lessor, will lease the Leased Premises (defined below) to the Corporation, as ground lessee, for the purpose of permitting the Corporation and a third party developer to design, build, finance, operate and maintain a student residence facility containing approximately 182 beds and related amenities and ancillary facilities for the sole and exclusive use of students attending the College, including the Florida School of the Arts (the "Project"); and

WHEREAS, it is the intent of the parties hereto to permit the further sublease of the Leased Premises by the Corporation to an affiliate of ~~Breck Sloan Properties~~Viking Art, Inc. or Assigns (the "Sublessee") for the purpose of undertaking the Project on terms acceptable to the Lessor; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Amended Ground Lease:

Section 1. Leased Premises. Lessor hereby leases to Lessee that certain unimproved real property lying in the City of Palatka, Florida, all as more particularly described in Exhibit "A" Parcel A attached hereto and made a part hereof by reference (the same constituting the "Leased Premises").

Section 2. Term. The term of this Amended Ground Lease shall commence on the Effective Date and terminate on June 30, ~~2065~~2053 ~~with a possible 20 year extension at the sole discretion of Lessor unless earlier terminated as provided herein.~~

Section 3. Use of Leased Premises.

(a) Student Housing. The Leased Premises shall be used by Lessee solely for the purpose of constructing the Project to be operated and managed by Sublessee or SubLessee's

designee. The Project shall further consist of such other support facilities, necessities and amenities related to such Project.

(b) Compliance with Rules and Regulations. Lessee shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the construction and operation activities in, and use of, the Leased Premises or the Project.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties hereto that no part of the Leased Premises may be used for construction or operation of any commercial facilities whatsoever, provided that concessions, franchises, coin operated equipment and machines of a similar nature, to provide services such as food, beverage, laundry, telecommunication or other services that are installed and maintained for the convenience of users of the Project shall not be considered commercial facilities for purposes of this section.

Section 4. Rental. Throughout the term of this Amended Ground Lease, Lessee covenants and agrees to pay to Lessor, as base rent, an amount equal \$1.00 per annum as additional consideration for the Amended Lease.

Section 5. Ownership of Improvements and Surrender of Leased Premises.

(a) Ownership. Lessee shall at all times during the term of this Amended Ground Lease have title to all improvements made to the Leased Premises by Lessee and shall own all personal property acquired by the Lessee and placed on the Leased Premises during the term of this Amended Ground Lease. Upon the termination of this Amended Ground Lease with respect to any portion of the Leased Premises (whether by expiration of the term hereof or prior termination for any cause set forth herein) title to all improvements and ownership of all personal property on that portion of the Leased Premises shall thereupon vest in Lessor or its successor in interest. Lessee shall, nonetheless, thereafter execute and deliver to Lessor such evidence of title as Lessor may reasonably request.

(b) Surrender of Leased Premises. Lessee shall, on or before the last day of the term hereof or upon the sooner termination hereof for any cause set forth herein with respect to any portion of the Leased Premises, peaceably and quietly surrender to Lessor the Leased Premises together with all improvements and all furniture, furnishings, and equipment (except for any commercial or other equipment not owned by Lessee) located in or upon that portion of the Leased Premises, free and clear of any liens and encumbrances other than permitted encumbrances.

(c) Lessee's Obligations. Contemporaneously with the expiration of the term hereof or sooner termination of this Amended Ground Lease for any cause set forth herein with respect to any portion of the Leased Premises, Lessee shall immediately execute and/or deliver to Lessor the following (but nothing contained herein shall in any way limit or impair the rights of Lessor in the event of a default by Lessee):

1. Such documents of title and other instruments as Lessor may request to enable Lessor's ownership of all improvements and all furniture, furnishings and equipment located on that portion of the Leased Premises to be reflected of record; and

2. All books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for the operation of, the Project constructed on that portion of the Leased Premises.

(d) Abandonment. Any personal property of Lessee or any sublessee or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Amended Ground Lease and for thirty (30) days after request by Lessor for removal, shall, at the option of Lessor, be deemed to have been abandoned and may be retained by Lessor as its property or be disposed of without accountability, in such manner as Lessor may see fit.

Section 6. Lessor's Interest Not Subject to Certain Liens.

(a) It is mutually intended, stipulated and agreed that the Lessor's fee simple interest in the Leased Premises shall not be subjected to liens of any nature arising by reason of the construction of improvements upon the Leased Premises or by reason of any other act or omission of Lessee or any person claiming under, by or through Lessee, including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Lessee and are constructed for Lessee's use and benefit, and that they should not look to Lessor or to Lessor's credit or assets for payment or satisfaction of any obligations incurred therefore. Lessee has no power, right or authority to subject Lessor's fee simple interest in the Leased Premises to any mechanics' or materialmen's lien or claim of lien. Each of the parties hereto agree that a memorandum of this Amended Ground Lease and any supplements hereto will be recorded in the property records of Putnam County, Florida.

(b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or the Project resulting from or arising out of any act or omission of Lessee or any person claiming under, by or through Lessee, Lessee shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Lessee shall thereupon furnish Lessor with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Putnam County, Florida.

(c) Should Lessee desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Lessee from doing so, provided that Lessee shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Project from such lien. If judgment is obtained by the claimant of any lien, Lessee agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Lessee shall, at its own expense, defend the interests

of Lessee and Lessor in any and all such suits. Lessor may, at its own expense, engage its own counsel and assert its own defenses, in which event Lessee agrees to cooperate with Lessor and make available to Lessor all information and data deemed by Lessor to be necessary or desirable for such defense.

Section 7. Insurance.

Lessor shall obtain and maintain, at Lessee's expense, such insurance coverages and limits as agreed to in writing by both Lessor and Lessee.

Section 8. Condition of Leased Premises - Fill, Utilities.

(a) Lessee agrees to accept the Leased Premises in their presently existing condition, "as is."

(b) It is understood and agreed that Lessor has not determined that the Leased Premises will safely or adequately support the type of improvements desired to be erected and maintained by Lessee upon the Leased Premises.

(c) Lessor, at its sole expense, shall bring or cause to be brought to the Leased Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. Lessee shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by Lessor. Lessor agrees to grant such utility companies' rights of access over, under and across the remaining property of Lessor as shall be necessary and convenient for the efficient operation of the housing system facilities, and which do not materially impair the present and future uses of the remaining property of Lessor. Any construction or extension of facilities shall be subject to prior written approval of Lessor, and shall be made without cost to Lessor.

(d) Lessee shall at all times prevent entrance of objectionable quantities of deleterious wastes into Lessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(e) Drains or other facilities provided by Lessee for the purpose of disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.

Section 9. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Amended Ground Lease shall be, or be construed to be, a pledge of the credit of the State of Florida or any agency, department or board thereof.

Section 10. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Lessee shall not have the right to assign this Amended Ground Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises without the prior written consent of Lessor. Any assignment of this Amended Ground Lease or subletting of all or any portion of the Leased Premises shall be subject to Lessor's prior written consent, which consent Lessor shall not unreasonably withhold. Except as expressly permitted herein, any purported assignment, partial assignment or sublease without Lessor's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this Amended Ground Lease.

(b) It is expressly understood and agreed that any such assignment, sublease, sale or transfer shall not relieve Lessee of any of its responsibilities and obligations under this Amended Ground Lease and that any and all assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Amended Ground Lease except that Lessee shall be relieved from any and all obligations hereunder if Lessee shall sell or assign all of its interest in the Leased Premises with Lessor's prior written consent.

Section 11. Utility Easements. Lessor reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Premises; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Lessee.

Section 12. Approval of Height of Structures. Lessee shall, with the cooperation of Lessor but at Lessee's sole expense, secure any required approvals as to the height of any buildings, structures or objects proposed to be erected upon the Leased Premises from all governmental agencies having jurisdiction.

Section 13. Indemnification of Lessor. Lessee shall defend, protect, save, hold harmless and indemnify Lessor and its officers, directors, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any acts or omissions of Lessee, its employees, servants or agents except where such are caused by the tortious, unlawful or negligent conduct of those indemnified hereunder.

Section 14. Taxes and Fees.

(a) Lessee agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises.

(b) It is understood that Lessor is exempt from ad valorem taxation with respect to its facilities that are used for its purposes. However, should the Leased Premises or any interest therein or improvement (including the Project) thereon ever become subject to any taxes of any kind, Lessee agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the

Leased Premises, or any interest in this Amended Ground Lease, or any possessory right which Lessee may have in or to the Leased Premises or the Project thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Lessor may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Lessor's attorney, subject any part of the Leased Premises or the Project to forfeiture or loss, in which event such taxes, assessments or charges shall be paid promptly. Lessee shall, upon request by Lessor, assist and cooperate with Lessor in any such proceedings and Lessee shall bear any costs or expenses of Lessee in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Lessee from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 15. Default by Lessee.

(a) Each of the following events shall be deemed a default by Lessee hereunder and a breach of this Amended Ground Lease:

1. If Lessee shall fail to pay, when due, any rent or portion thereof, or any other sum which Lessee is obligated to pay under the terms of this Amended Ground Lease, and such sums remain unpaid for a period of thirty (30) days after receipt of written notice by Lessee from Lessor;
2. If Lessee shall attempt to assign this Amended Ground Lease, or any portion thereof, in violation of the terms of this Amended Ground Lease, or to sublease any portion of the Leased Premises in violation of Section 10 hereof;
3. If Lessee shall use the Leased Premises and/or the Project for any purposes not expressly permitted by this Amended Ground Lease, and such use shall continue for a period of fifteen (15) days after Lessor shall have given written notice to Lessee to desist from such use;
4. If Lessee shall abandon the Leased Premises and/or the Project;
5. If Lessee shall otherwise fail to comply with any other covenant or condition of this Amended Ground Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Lessee from Lessor.

(b) In the event that any of the items of default set forth in subparagraphs (a) 3. or (a) 5. above is of such nature that it cannot be remedied within the time limits therein set forth, then Lessee shall have such additional time as is reasonably necessary to cure such default, provided Lessee commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) Lessor will send to the Lender all notices of default it sends to Lessee at the same time it sends such notice to Lessee.

Section 16. Remedies of Lessor.

(a) Upon the occurrence of any event of default Lessor may then terminate this Amended Ground Lease by written notice to Lessee and re-enter upon and take possession of the Leased Premises and the Project. In the event Lessor elects to avail itself of the rights and remedies contained in this Section, then such election by Lessor shall entitle Lessor to assume all of Lessee's right, title and interest in and to the Project, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon all subject to the interests of the Sublessee under its sublease, and Lessee shall surrender and deliver possession of the same to Lessor. In addition to the foregoing remedy, Lessor shall be entitled to collect from Lessee any and all costs, including reasonable attorney's fees, which Lessor may incur by reason of Lessee's default hereunder. All of Lessor's rights and remedies shall be subject to Sublessee's rights and interests under the terms of its sublease.

(b) In no event shall the Lessor terminate this Amended Ground Lease prior to the payment in full of the indebtedness of Sublessee under its sublease with Lessee without the prior written consent of the Sublessee's lender.

Section 17. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Amended Ground Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Lessor shall be required to restore or revive time as being of the essence hereof after waiver by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Lessor by this Amended Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 18. Waiver of Claims. Lessee hereby waives any claim against Lessor and all of its officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Amended Ground Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Amended Ground Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this Amended Ground Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties and the Lender. Lessor hereby represents and warrants that Lessor is duly authorized to enter into this Amended Ground Lease.

Section 19. Quiet Enjoyment. Lessor agrees that Lessee, upon the payment of the rent and all other payments and charges to be paid by Lessee under the terms of this Amended Ground Lease, and observing and keeping the agreements and covenants of this Amended Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Amended Ground Lease, without hindrance or molestation.

Section 20. Terms Binding Upon Successors. All the terms, conditions and covenants of this Amended Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 21. Condemnation.

(a) In the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Amended Ground Lease acquire title to the Leased Premises (which for the purpose of this Section only shall include not only the land hereby demised but also the Project and other improvements erected thereon by Lessee) or acquire title to such substantial portion thereof that Lessee cannot make use of the residue for the purposes intended by this Amended Ground Lease, such acquisition of title shall terminate this Amended Ground Lease, effective as of the date on which the condemning party takes possession thereof. Lessor and Lessee shall be entitled to separate awards with Lessor entitled to the value of the land taken and all damages to the remainder property, including, without limitation, severance damages, and Lessee entitled to the cost of the improvements taken and any damages relating thereto.

(b) If the condemning party acquires title to a portion of the Leased Premises only, and Lessee can make beneficial use of the residue thereof for the purposes intended by this Amended Ground Lease, then this Amended Ground Lease shall continue in full force and effect and the total proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair or restoration of the housing system facilities by Lessee in accordance with plans and specifications approved by Lessor. Any remaining balance of the condemnation proceeds shall be for the benefit of Lessor.

(c) It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Lessor or Lessee to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 22. Estoppel Certificates. Lessor, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Lessee, will execute, acknowledge and deliver to Lessee or to whomsoever Lessee may direct or to the Lender on the request of the Lender, a certificate of Lessor certifying that this Amended Ground Lease is unmodified (or, if there have been any modifications, identifying the same); that this Amended Ground Lease is in full force and effect; and that there is no default hereunder (or, if so, specifying the default).

Section 23. Miscellaneous.

(a) Laws of Florida Govern. This Amended Lease shall be governed by and be construed in accordance with the laws of the State of Florida without regard to conflict of laws principles.

(b) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their respective performances called for under this Amended Ground Lease which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lessor:

The District Board of Trustees of St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177
Attention: Office of the President

~~With a copy to:~~

~~Office of Vice President for Legal Affairs/General Counsel
St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177
Attention: General Counsel~~

If to Lessee:

St. Johns River State College Student Housing Corporation
5001 St. Johns Avenue, M8-314B
Palatka, Florida 32177
Attention: Chairperson

In either case, with a copy to the Lender:

Barwick Banking Company
110 Plantation Island Drive South
St. Augustine, FL 32080

or such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Amended Ground Lease, any supplements hereto and the exhibits to this Amended Ground Lease contain the entire agreement between Lessor and Lessee with respect to the subject matter of this Amended Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Lessee, as a material part of the consideration hereof, hereby waives all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Amended Ground Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee.

(f) Captions. The captions of this Amended Ground Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this Amended Ground Lease.

(g) Further Assurances. At and after the execution of this Amended Ground Lease, Lessor and Lessee will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this Amended Ground Lease.

(h) Exculpation / Non-Recourse. Lessee's obligations hereunder and/or under any other document, including, but not limited to, Lessee's obligation under Section 13 hereof, shall be non-recourse and collectible out of, and only out of, the Lessee's interest in the Leased Premises and there shall be no other recourse to the Lessee.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amended Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

LESSOR:

THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE, acting for and on behalf of ST. JOHNS RIVER STATE COLLEGE

By: _____

Print Name: ~~Wendell D. Davis~~ Rich Komando

Its: Chair

WITNESSES AS TO LESSOR:

Print Name: _____

Print Name: _____

~~APPROVED AS TO FORM & LEGALITY~~

~~General Counsel~~

LESSEE:

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

By: _____

Print Name: Joe H. Pickens

Its:

WITNESSES AS TO LESSEE:

Print Name: _____

Print Name: _____

EXHIBIT "A"

DESCRIPTION OF THE LEASED PREMISES

LEGAL DESCRIPTION

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

~~Commencing at the NE 1 / 4 of the NE 1 / 4 of Section 10, Township 10 South, Range, 26 East;; Thence Southerly along the Easterly Line of Section 10, S00° 45'35" E, 177.07'; Thence leaving said section line Westerly, S89° 14'25" W, 50.00' to a point on the Westerly ROW of Moody Road at the Southerly ROW of St. Johns Ave, said point also being the NE Corner of the Parent Tract of the Lands Described and Recorded in OR Book 247, Pg 628; Thence Southerly along the Westerly ROW of Moody Road, S00° 45.35" E, 1051.67'; Thence leaving said ROW and heading westerly, N90° 00'00" W, 546.17', to the Point of Beginning and NE Corner of Parcel A. From the Point of Beginning for Parcel A, Thence the following 6 course and distances, (1) S00° 00'00" E. 255.81'; (2) N90° 00'00" W. 278.44'; (3) N00° 00'00" E. 111.63'; (4) N63° 54'12" E. 119.15'; (5) N15° 29'06" E. 95.22'; (6) N90° 00'00" E. 146.02' to the Parcel A Point of Beginning.~~

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W, ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E, 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING , RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

AMENDMENT #1 TO GROUND LEASE AGREEMENT

THIS AMENDMENT #1 TO GROUND LEASE AGREEMENT (herein called the "Amended Ground Lease") is made and entered into this 21st day of August, 2024 (the "Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Lessor"), acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE** (the "College"), and **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit corporation having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Corporation" or "Lessee").

WHEREAS, the Lessor has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Lessor has determined that it is in the best interests of the College to enter into this Amended Ground Lease; and

WHEREAS, the Lessor, as ground lessor, will lease the Leased Premises (defined below) to the Corporation, as ground lessee, for the purpose of permitting the Corporation and a third party developer to design, build, finance, operate and maintain a student residence facility containing approximately 182 beds and related amenities and ancillary facilities for the sole and exclusive use of students attending the College, including the Florida School of the Arts (the "Project"); and

WHEREAS, it is the intent of the parties hereto to permit the further sublease of the Leased Premises by the Corporation to an affiliate of VikingArt, Inc. or Assigns (the "Sublessee") for the purpose of undertaking the Project on terms acceptable to the Lessor; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Amended Ground Lease:

Section 1. Leased Premises. Lessor hereby leases to Lessee that certain unimproved real property lying in the City of Palatka, Florida, all as more particularly described in Exhibit "A" Parcel A attached hereto and made a part hereof by reference (the same constituting the "Leased Premises").

Section 2. Term. The term of this Amended Ground Lease shall commence on the Effective Date and terminate on June 30, 2065 .

Section 3. Use of Leased Premises.

(a) Student Housing. The Leased Premises shall be used by Lessee solely for the purpose of constructing the Project to be operated and managed by Sublessee or SubLessee's designee. The Project shall further consist of such other support facilities, necessities and amenities related to such Project.

(b) Compliance with Rules and Regulations. Lessee shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or

regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the construction and operation activities in, and use of, the Leased Premises or the Project.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties hereto that no part of the Leased Premises may be used for construction or operation of any commercial facilities whatsoever, provided that concessions, franchises, coin operated equipment and machines of a similar nature, to provide services such as food, beverage, laundry, telecommunication or other services that are installed and maintained for the convenience of users of the Project shall not be considered commercial facilities for purposes of this section.

Section 4. Rental. Throughout the term of this Amended Ground Lease, Lessee covenants and agrees to pay to Lessor, as base rent, an amount equal \$1.00 per annum as additional consideration for the Amended Lease.

Section 5. Ownership of Improvements and Surrender of Leased Premises.

(a) Ownership. Lessee shall at all times during the term of this Amended Ground Lease have title to all improvements made to the Leased Premises by Lessee and shall own all personal property acquired by the Lessee and placed on the Leased Premises during the term of this Amended Ground Lease. Upon the termination of this Amended Ground Lease with respect to any portion of the Leased Premises (whether by expiration of the term hereof or prior termination for any cause set forth herein) title to all improvements and ownership of all personal property on that portion of the Leased Premises shall thereupon vest in Lessor or its successor in interest. Lessee shall, nonetheless, thereafter execute and deliver to Lessor such evidence of title as Lessor may reasonably request.

(b) Surrender of Leased Premises. Lessee shall, on or before the last day of the term hereof or upon the sooner termination hereof for any cause set forth herein with respect to any portion of the Leased Premises, peaceably and quietly surrender to Lessor the Leased Premises together with all improvements and all furniture, furnishings, and equipment (except for any commercial or other equipment not owned by Lessee) located in or upon that portion of the Leased Premises, free and clear of any liens and encumbrances other than permitted encumbrances.

(c) Lessee's Obligations. Contemporaneously with the expiration of the term hereof or sooner termination of this Amended Ground Lease for any cause set forth herein with respect to any portion of the Leased Premises, Lessee shall immediately execute and/or deliver to Lessor the following (but nothing contained herein shall in any way limit or impair the rights of Lessor in the event of a default by Lessee):

1. Such documents of title and other instruments as Lessor may request to enable Lessor's ownership of all improvements and all furniture, furnishings and equipment located on that portion of the Leased Premises to be reflected of record; and

2. All books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for the operation of, the Project constructed on that portion of the Leased Premises.

(d) Abandonment. Any personal property of Lessee or any sublessee or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Amended Ground Lease and for thirty (30) days after request by Lessor for removal, shall, at the option of Lessor, be deemed to have been abandoned and may be retained by Lessor as its property or be disposed of without accountability, in such manner as Lessor may see fit.

Section 6. Lessor's Interest Not Subject to Certain Liens.

(a) It is mutually intended, stipulated and agreed that the Lessor's fee simple interest in the Leased Premises shall not be subjected to liens of any nature arising by reason of the construction of improvements upon the Leased Premises or by reason of any other act or omission of Lessee or any person claiming under, by or through Lessee, including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Lessee and are constructed for Lessee's use and benefit, and that they should not look to Lessor or to Lessor's credit or assets for payment or satisfaction of any obligations incurred therefore. Lessee has no power, right or authority to subject Lessor's fee simple interest in the Leased Premises to any mechanics' or materialmen's lien or claim of lien. Each of the parties hereto agree that a memorandum of this Amended Ground Lease and any supplements hereto will be recorded in the property records of Putnam County, Florida.

(b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or the Project resulting from or arising out of any act or omission of Lessee or any person claiming under, by or through Lessee, Lessee shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Lessee shall thereupon furnish Lessor with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Putnam County, Florida.

(c) Should Lessee desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Lessee from doing so, provided that Lessee shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Project from such lien. If judgment is obtained by the claimant of any lien, Lessee agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Lessee shall, at its own expense, defend the interests of Lessee and Lessor in any and all such suits. Lessor may, at its own expense, engage its own counsel and assert its own defenses, in which event Lessee agrees to cooperate with Lessor and make available to Lessor all information and data deemed by Lessor to be necessary or desirable for such defense.

Section 7. Insurance.

Lessor shall obtain and maintain, at Lessee's expense, such insurance coverages and limits as agreed to in writing by both Lessor and Lessee.

Section 8. Condition of Leased Premises - Fill, Utilities.

(a) Lessee agrees to accept the Leased Premises in their presently existing condition, "as is."

(b) It is understood and agreed that Lessor has not determined that the Leased Premises will safely or adequately support the type of improvements desired to be erected and maintained by Lessee upon the Leased Premises.

(c) Lessor, at its sole expense, shall bring or cause to be brought to the Leased Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. Lessee shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by Lessor. Lessor agrees to grant such utility companies' rights of access over, under and across the remaining property of Lessor as shall be necessary and convenient for the efficient operation of the housing system facilities, and which do not materially impair the present and future uses of the remaining property of Lessor. Any construction or extension of facilities shall be subject to prior written approval of Lessor, and shall be made without cost to Lessor.

(d) Lessee shall at all times prevent entrance of objectionable quantities of deleterious wastes into Lessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(e) Drains or other facilities provided by Lessee for the purpose of disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.

Section 9. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Amended Ground Lease shall be, or be construed to be, a pledge of the credit of the State of Florida or any agency, department or board thereof.

Section 10. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Lessee shall not have the right to assign this Amended Ground Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises without the prior written consent of Lessor. Any assignment of this Amended Ground Lease or subletting of all or any portion of the Leased Premises shall be subject to Lessor's prior written consent, which consent Lessor shall not unreasonably withhold. Except as expressly permitted herein, any purported

assignment, partial assignment or sublease without Lessor's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this Amended Ground Lease.

(b) It is expressly understood and agreed that any such assignment, sublease, sale or transfer shall not relieve Lessee of any of its responsibilities and obligations under this Amended Ground Lease and that any and all assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Amended Ground Lease except that Lessee shall be relieved from any and all obligations hereunder if Lessee shall sell or assign all of its interest in the Leased Premises with Lessor's prior written consent.

Section 11. Utility Easements. Lessor reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Premises; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Lessee.

Section 12. Approval of Height of Structures. Lessee shall, with the cooperation of Lessor but at Lessee's sole expense, secure any required approvals as to the height of any buildings, structures or objects proposed to be erected upon the Leased Premises from all governmental agencies having jurisdiction.

Section 13. Indemnification of Lessor. Lessee shall defend, protect, save, hold harmless and indemnify Lessor and its officers, directors, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any acts or omissions of Lessee, its employees, servants or agents except where such are caused by the tortious, unlawful or negligent conduct of those indemnified hereunder.

Section 14. Taxes and Fees.

(a) Lessee agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises.

(b) It is understood that Lessor is exempt from ad valorem taxation with respect to its facilities that are used for its purposes. However, should the Leased Premises or any interest therein or improvement (including the Project) thereon ever become subject to any taxes of any kind, Lessee agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Leased Premises, or any interest in this Amended Ground Lease, or any possessory right which Lessee may have in or to the Leased Premises or the Project thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Lessor may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Lessor's attorney, subject any part of the Leased Premises or the Project to forfeiture or loss, in which event such taxes, assessments or charges shall be paid promptly. Lessee shall, upon request by Lessor, assist and cooperate with Lessor in any such proceedings and Lessee shall bear any costs or expenses of Lessee in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Lessee from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 15. Default by Lessee.

(a) Each of the following events shall be deemed a default by Lessee hereunder and a breach of this Amended Ground Lease:

1. If Lessee shall fail to pay, when due, any rent or portion thereof, or any other sum which Lessee is obligated to pay under the terms of this Amended Ground Lease, and such sums remain unpaid for a period of thirty (30) days after receipt of written notice by Lessee from Lessor;

2. If Lessee shall attempt to assign this Amended Ground Lease, or any portion thereof, in violation of the terms of this Amended Ground Lease, or to sublease any portion of the Leased Premises in violation of Section 10 hereof;

3. If Lessee shall use the Leased Premises and/or the Project for any purposes not expressly permitted by this Amended Ground Lease, and such use shall continue for a period of fifteen (15) days after Lessor shall have given written notice to Lessee to desist from such use;

4. If Lessee shall abandon the Leased Premises and/or the Project;

5. If Lessee shall otherwise fail to comply with any other covenant or condition of this Amended Ground Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Lessee from Lessor.

(b) In the event that any of the items of default set forth in subparagraphs (a) 3. or (a) 5. above is of such nature that it cannot be remedied within the time limits therein set forth, then Lessee shall have such additional time as is reasonably necessary to cure such default, provided Lessee commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) Lessor will send to the Lender all notices of default it sends to Lessee at the same time it sends such notice to Lessee.

Section 16. Remedies of Lessor.

(a) Upon the occurrence of any event of default Lessor may then terminate this Amended Ground Lease by written notice to Lessee and re-enter upon and take possession of the Leased Premises and the Project. In the event Lessor elects to avail itself of the rights and remedies contained in this Section, then such election by Lessor shall entitle Lessor to assume all of Lessee's right, title and interest in and to the Project, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon all subject to the interests of the Sublessee under its sublease, and Lessee shall surrender and deliver possession of the same to Lessor. In addition to the foregoing remedy, Lessor shall be entitled to collect from Lessee any and all costs, including reasonable attorney's fees, which Lessor may incur by reason of Lessee's default hereunder. All of Lessor's rights and remedies shall be subject to Sublessee's rights and interests under the terms of its sublease.

(b) In no event shall the Lessor terminate this Amended Ground Lease prior to the payment in full of the indebtedness of Sublessee under its sublease with Lessee without the prior written consent of the Sublessee's lender.

Section 17. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Amended Ground Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Lessor shall be required to restore or revive time as being of the essence hereof after waiver by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Lessor by this Amended Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 18. Waiver of Claims. Lessee hereby waives any claim against Lessor and all of its officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Amended Ground Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Amended Ground Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this Amended Ground Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties and the Lender. Lessor hereby represents and warrants that Lessor is duly authorized to enter into this Amended Ground Lease.

Section 19. Quiet Enjoyment. Lessor agrees that Lessee, upon the payment of the rent and all other payments and charges to be paid by Lessee under the terms of this Amended Ground Lease, and observing and keeping the agreements and covenants of this Amended Ground Lease

on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Amended Ground Lease, without hindrance or molestation.

Section 20. Terms Binding Upon Successors. All the terms, conditions and covenants of this Amended Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 21. Condemnation.

(a) In the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Amended Ground Lease acquire title to the Leased Premises (which for the purpose of this Section only shall include not only the land hereby demised but also the Project and other improvements erected thereon by Lessee) or acquire title to such substantial portion thereof that Lessee cannot make use of the residue for the purposes intended by this Amended Ground Lease, such acquisition of title shall terminate this Amended Ground Lease, effective as of the date on which the condemning party takes possession thereof. Lessor and Lessee shall be entitled to separate awards with Lessor entitled to the value of the land taken and all damages to the remainder property, including, without limitation, severance damages, and Lessee entitled to the cost of the improvements taken and any damages relating thereto.

(b) If the condemning party acquires title to a portion of the Leased Premises only, and Lessee can make beneficial use of the residue thereof for the purposes intended by this Amended Ground Lease, then this Amended Ground Lease shall continue in full force and effect and the total proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair or restoration of the housing system facilities by Lessee in accordance with plans and specifications approved by Lessor. Any remaining balance of the condemnation proceeds shall be for the benefit of Lessor.

(c) It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Lessor or Lessee to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 22. Estoppel Certificates. Lessor, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Lessee, will execute, acknowledge and deliver to Lessee or to whomsoever Lessee may direct or to the Lender on the request of the Lender, a certificate of Lessor certifying that this Amended Ground Lease is unmodified (or, if there have been any modifications, identifying the same); that this Amended Ground Lease is in full force and effect; and that there is no default hereunder (or, if so, specifying the default).

Section 23. Miscellaneous.

(a) Laws of Florida Govern. This Amended Lease shall be governed by and be construed in accordance with the laws of the State of Florida without regard to conflict of laws principles.

(b) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their respective performances called for under this Amended Ground Lease which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lessor:

The District Board of Trustees of St. Johns River State College
5001 St. Johns Avenue
Palatka, Florida 32177
Attention: Office of the President

If to Lessee:

St. Johns River State College Student Housing Corporation
5001 St. Johns Avenue, M8-314B
Palatka, Florida 32177
Attention: Chairperson

In either case, with a copy to the Lender:

Barwick Banking Company
110 Plantation Island Drive South
St. Augustine, FL 32080

or such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Amended Ground Lease, any supplements hereto and the exhibits to this Amended Ground Lease contain the entire agreement between Lessor and Lessee with respect to the subject matter of this Amended Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Lessee, as a material part of the consideration hereof, hereby waives all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Amended Ground Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee.

(f) Captions. The captions of this Amended Ground Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this Amended Ground Lease.

(g) Further Assurances. At and after the execution of this Amended Ground Lease, Lessor and Lessee will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this Amended Ground Lease.

(h) Exculpation / Non-Recourse. Lessee's obligations hereunder and/or under any other document, including, but not limited to, Lessee's obligation under Section 13 hereof, shall be non-recourse and collectible out of, and only out of, the Lessee's interest in the Leased Premises and there shall be no other recourse to the Lessee.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amended Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

LESSOR:

THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE, acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE**

By: _____

Print Name: Rich Komando

Its: Chair

WITNESSES AS TO LESSOR:

Print Name: _____

Print Name: _____

LESSEE:

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

By: _____

Print Name: Joe H. Pickens

Its:

WITNESSES AS TO LESSEE:

Print Name: _____

Print Name: _____

EXHIBIT "A"

DESCRIPTION OF THE LEASED PREMISES

LEGAL DESCRIPTION

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET;(12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E, 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING , RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS



ST. JOHNS RIVER STATE COLLEGE

JOE H. PICKENS, J.D., PRESIDENT
5001 ST. JOHNS AVENUE PALATKA, FL 32177-3807
(386) 312-4113 | JoePickens@SJRstate.edu

PALATKA CAMPUS 5001 ST. JOHNS AVENUE
PALATKA, FL 32177-3807 | (386) 312-4200

ST. AUGUSTINE CAMPUS 2990 COLLEGE DRIVE
ST. AUGUSTINE, FL 32084-1197 | (904) 808-7400

ORANGE PARK CAMPUS 283 COLLEGE DRIVE
ORANGE PARK, FL 32065-7639 | (904) 276-6800

SJRstate.edu

EQUAL OPPORTUNITY/EQUAL ACCESS COLLEGE

MEMORANDUM

DATE: August 13, 2024

TO: District Board of Trustees

FROM: President Joe H. Pickens, J.D.

SUBJECT: Amendment #1 to the Ground Sublease Agreement between St. Johns River State College Student Housing Corporation and VikingArt, Inc. or Assigns

This requests approval of the following revisions to Amendment #1 to the Ground Sublease Agreement between St. Johns River State College Student Housing Corporation and VikingArt, Inc. or Assigns, effective August 21, 2024:

- Tenant has changed from Beck/Sloan Properties or Assigns to VikingArt, Inc, or Assigns.
- Changed date amended agreement is made and entered into.
- Added “amended” before “lease” throughout the document.
- The new footprint of the lease has been updated, so the legal description has been updated and the easement parcel information has been added.
- Section 2.2 (page 10): The term date has been amended from thirtieth (30th) to fortieth (40th).
- Section 4.1 (page 12): Date of May 1, 2023 has been changed to reflect new date of August 1, 2024.
- Section 5.3 (d) Bonds (page 15): Language has been revised.
- Section 5.3 (i) (iii) (page 17): Changed date to 2025
- Section 7.2 (a) (page 26): Changed date to 2025

AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT

between

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

and

~~BECK SLOAN PROPERTIES~~ VIKINGART, INC. OR ASSIGNS

STUDENT HOUSING DEVELOPMENT PROJECT

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EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Amendment #1 to Ground Lease
Exhibit C-1	Construction Period Insurance
Exhibit C-2	Operating Period Insurance

AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT

This **AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT** (this "**Amended Lease**") is entered into on ~~April 17, 2023~~**August 21, 2024** (the "Effective date"), by and between **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit ("**Landlord**") and certified as a direct support organization of The District Board of Trustees of St. Johns River State College, public body corporate (the "**Board**"), and ~~Beek Sloan Properties~~**VikingArt, Inc.** or Assigns ("**Tenant**"), a [Florida limited liability company]. Landlord and Tenant are each referred to herein as a "**Party**" and together, the "**Parties**."

RECITALS:

WHEREAS, the Board is interested in the well-being of its students, and believes there is both a need and demand for student housing facilities to further the Board's mission, including to enhance (a) the Board's recruitment and retention of well-qualified students, and (b) the academic success and social development of these students;

WHEREAS, the Board believes it is in its best interests to facilitate the development of a new student housing facility (the "Project") to be located on its Palatka campus ("Campus") through the engagement of an experienced and well-qualified private developer;

WHEREAS, the Board does not have student housing facilities available on the Campus to meet the current or projected needs and demand for student housing facilities;

WHEREAS, the Board caused the establishment of Landlord and certified Landlord as a direct support organization in order to undertake the Project;

WHEREAS, the Board is the owner certain lands comprising the Campus and has ground leased the land upon which the Project is to be located, as described in **Exhibit A** hereto (the "Property") to Landlord pursuant to that certain **Amendment #1 to** Ground Lease Agreement dated as of ~~April 17, 2023~~**August 21, 2024**, ("**Amended Lease**"), a copy of which is attached hereto as **Exhibit B** and incorporated by reference;

WHEREAS, the Board, in an effort to use its resources in an efficient and effective manner, has determined that it is in the Board's best interest to have Landlord pursue an arrangement whereby a qualified private entity shall provide planning, programming and financial analysis, permitting, financing, design, construction, management, operation, maintenance and repair of state-of-the-art student housing and other facilities and related infrastructure and improvements on the Property;

WHEREAS, Landlord and Tenant desire to enter into this **Amended Lease** to set forth terms and conditions for the development, design, permitting, financing, construction, operation and maintenance of the Project;

WHEREAS, Landlord is authorized to enter into this **Amended Lease** pursuant to the provisions of the **Amended Lease** and Section 1013.15, Florida Statutes.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Defined Terms. The capitalized terms are defined as follows:

“Affected Residents” is defined in Section 5.3(i)(iii).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

“Affiliate Loan” means Project indebtedness (including subordinated indebtedness) arising from loans by any Affiliate of Tenant or its Tenant Members.

“Annual Budget” is defined in Section 7.2(b).

“Annual Meeting” is defined in Section 7.1(c).

“Annual Period” means a one-year period commencing on July 1st and ending on the subsequent June 30. The first Annual Period shall commence on the Substantial Completion Date; provided, that, if the Substantial Completion Date shall occur on a date other than July 1st, all amounts due and payable for the partial Annual Period ending June 30 of the subsequent year, will be prorated to reflect the actual number of days in the partial Annual Period.

“Annual Plan” means a plan prepared by Tenant and approved by Landlord which meets the requirements described in Section 7.2.

“Architect’s Agreement” means any contract or agreement between Tenant and an Architect for services related to the planning, design and construction of any Improvement, element or component of the Project.

“Base Rent” is defined in Section 4.1.

“Board” means The District Board of Trustees of St. Johns River State College and its successors and assigns.

“Building Systems” means the HVAC, mechanical, electrical and plumbing components of each Improvement, element and component of the Project, including any fixture portions of any audio/visual system, any telephone system, any internet system and any security/alarm system in the Project.

“Business Day” means any day that Landlord is not closed for business and is neither a Saturday, a Sunday nor a day observed as a holiday in the State of Florida.

“Campus” means Board’s campus in Palatka, Florida.

“Capital Assets” means the equipment, machinery, structures, facilities, installations, fixtures and furnishings incorporated into, affixed to or otherwise installed at the Project characterized as capital assets under generally accepted accounting standards.

“Capital Expenses” means, for any Annual Period, the aggregate of all costs and expenses of the Project paid or incurred by Tenant during that same Annual Period that (a) are incurred in connection with the acquisition of a prior non-existing Capital Asset or the repair or replacement of a pre-existing Capital Asset, (b) not characterized as an operating cost or expense under generally accepted accounting principles, (c) contributes to maintaining or enhancing the value of the Capital Asset or the Project over its useful life, and (d) does not include the cost of personal property (other than furniture, furnishings, fixtures or Building Systems), removable trade fixtures or routine repairs, but does include the cost of structural repairs or replacements to the roof, and structural repairs, replacements or improvements to the Building Systems installed on the Property as part of the Project.

“Change in Control” means (a) with respect to a Person, the transfer of the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers, managers or trustees or otherwise, to a Person or group of Persons or Tenant Member and (b) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person.

“Change of Law” means (a) the adoption of any Law after the date of execution of this Amended Lease, or (b) any change in any Law or in the interpretation or application thereof by any Governmental Authority after the date of execution of this Amended Lease.

“Construction Contracts” is defined in Section 5.3(c).

“Consultant” shall mean an independent firm which is a nationally recognized professional management consultant (which may be an accounting firm) selected by the Tenant and reasonably acceptable to the Landlord and having the skill and experience necessary to render the particular report required by the provision hereof in which such requirement appears.

“Damage” is defined in Section 14.1.

“Default” is defined in Section 13.1.

“Default Rate” is defined in Article 28.

“Development Work Product” is defined in Section 5.2(d).

“Eligible Residents” means persons eligible for occupancy of the Project and shall mean, (i) students registered in an academic program at the College; (ii) students registered in an academic program at the Florida School of the Arts (“FloArts”); (iii) persons or groups participating in any activity, conference, or program sponsored by the College or FloArts, (iv) persons or groups participating in any activity, conference, or program sponsored by a third party that Landlord has pre-approved the date and time in writing, and (v) staff of Tenant that Landlord has preapproved in writing. In all of the above instances “Eligible Residents” shall include prospective students who have accepted admission into the College or FloArts prior to registering; provided, such prospective student’s right to occupy the Project shall commence at such time as is customary for occupancy of student housing prior to commencement of classes at the College and such other students as Landlord may from time to time deem appropriate.

“Environmental Law” means any Laws applicable to the Property, any Improvement of the Project regulating or imposing requirements, limitations, restrictions, liability or standards of conduct concerning or relating to the regulation, use, conservation or protection of human health, air, soil, water and other natural resources, the environment or Hazardous Materials.

“Equity Participant” means any Person who holds any capital stock or membership interest of the Tenant Member.

“Event of Default” is defined in Section 13.1.

“Exclusive Agreements” means those contracts, agreements, concessions, franchises or other arrangements with third parties entered from time to time for the sale, lease, rental, delivery, performance or furnishing of any (a) goods, services or rights or (b) interests in intellectual property rights on an exclusive basis.

“Force Majeure” is defined in Article 31.

“Good Industry Practice” means those means, methods, techniques, practices and procedures used by prudent contractors in the design, construction, operation, maintenance, sustainability, repair, rehabilitation, replacement and renovation of buildings, structures, facilities, systems and improvements comparable in size, use and function to the Project.

“Governmental Authority” means any federal, state, local or foreign government, department, commission, board, bureau, agency, court or other regulatory, administrative, judicial, tax, governmental or quasi-governmental authority, excluding the Landlord.

“Governmental Authorization” means any approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit or other requirement of any Governmental Authority that is applicable to the Campus, the Property, the Improvements, the Project or either of the Parties.

“Government Official” is defined in Section 39.12.

“Handback Reserve Account” means the account to be established and funded by Tenant during the last three (3) Annual Periods of this [Amended](#) Lease in accordance with Section 11.4.

“Hazardous Materials” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, radioactive substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Improvement” means any building, structure, fixture, equipment, machinery, Building System, appurtenance or element or component thereof and related utility, communication, information technology, cable, safety, security and infrastructure installations comprising the Project.

“Indemnified Parties” is defined in Section 19.2.

“Landlord” is defined in the first paragraph.

“Landlord Delay” means a delay caused by (i) the failure of Landlord to fulfill any of its material obligations under this [Amended](#) Lease, subject to notice and cure (ii) any requested change, modification or alteration by Landlord to the Plans and Specifications after final approval, (iii) the failure of Landlord to approve or provide the basis for non-approval of the proposed Plans and Specifications in accordance with the applicable schedule therefore.

“Landlord Taxes” means any federal, state, or local taxes which are assessed or incurred during the Lease Term, with respect to the collection of Base Rent or the use or operation of the Project.

“Landlord’s Marks” is defined in Section 27.1.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, ruling that has the force of law or any treaty, constitution, statute, code, rule or regulation of any Governmental Authority.

“Leasehold Mortgage” means any indenture, mortgage, deed of trust or other security agreement or arrangement securing the repayment of Project Debt and encumbering Tenant’s leasehold interest in the Property and interest in the Project, in each case that satisfies all of the conditions in Section 17.2.

“Leasehold Mortgage Transfer” is defined in Section 17.2(e).

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage and defined in Section 17.2.

“Lender” means each bank or financial institution or any other holder of a beneficial interest in a Security Document, including any financial guarantor, which is a provider of Project Debt or any guaranty or credit enhancement in respect thereof, and any participating parties, trustees and agents together with their respective successors and assigns.

“Management Agreement” means any property management agreement by and between the Tenant and the Manager, as amended from time to time.

“Management Committee” is defined in Section 7.1(a).

“Manager” means a third party (other than an Affiliate of Tenant) engaged to provide all or a substantial portion of the Tenant’s obligations hereunder.

“Operating Expenses” means, for any Annual Period, the aggregate of all costs and expenses of the Project paid or incurred by Tenant during that same Annual Period or accrued from prior Annual Periods (to the extent not previously paid from Operating Revenues), in connection with the ownership, possession, use, leasing, management, operation, maintenance, repair, marketing, promotion and furnishing of the Project, which shall include without limitation (i) the cost and expense of utility service, telephone, internet, cable television or any other service to the Project paid by Tenant; (ii) payments made into any reserves required or permitted under the terms of this Amended Lease or under the terms of any Funding Agreements, including without limitation the Reserve Accounts; (iii) Taxes; (iv) any amounts payable under the Management Agreement; (v) all Capital Expenses funded through sources other than through loans obtained by Tenant to pay for Capital Expenses or reimburse Tenant for Capital Expenses; (vi) all costs and expenses incurred by Tenant in connection with the preparation of any tax returns and any audits; (vii) all amounts due Landlord pursuant to Article 4 hereof, (viii) Base Rent, and (ix) all other operating costs and expenses incurred by Tenant with respect to the ownership and operation of the Project. Operating Expenses shall not include depreciation and amortization, debt service payments on Project Debt, Affiliate Loans or any other form of indebtedness.

“Operating Revenues” means, for any Annual Period, the gross amount of all rents and all other revenues received, by Tenant in any way or manner arising from or relating to the ownership, possession, occupancy, use, leasing, management, operation, repair, rehabilitation, or renovation of the Project during

such Annual Period, excluding, however, (i) any tenant security deposits not recognized as income, (ii) extraordinary receipts arising from condemnation awards or proceeds received from insurance policies, (iii) capital contributions to Tenant, (iv) the proceeds of any Project Debt or Additional Debt, (v) the proceeds from any sale of any interest of Tenant in this [Amended](#) Lease or any membership or ownership interest of Tenant, or (vi) a release of funds from any reserves required or permitted under the terms of this [Amended](#) Lease or under the terms of any Funding Agreements, including without limitation the Reserve Accounts.

“Ownership Transfer” shall mean a transfer of an interest in the membership or ownership interests of Tenant.

“P&P Bonds” is defined in Section 5.3(d).

“Permitted Delay” means any delay arising out of or resulting from (i) Force Majeure, (ii) adverse site conditions that could not have been reasonably foreseen by Tenant, or (iii) a Landlord Delay.

“Permitted Ownership Transfer” shall mean, with respect to a transfer of an interest in the membership or ownership interests of Tenant (i) transfers among Persons holding Tenant Common Equity, (ii) following the fifth (5th) anniversary of Substantial Completion of the Project, any transfer of direct ownership interests in Tenant, provided that, after giving effect to such Transfer, (1) Tenant is managed by a Person meeting the requirements of a Qualified Purchaser and (2) Tenant Members continues to directly hold at least fifty-one percent (51%) of the initial percentage of Tenant Common Equity following the Financial Closing (as measured by the right to receive residual distributions upon final liquidation) or (iii) any reorganization, merger or consolidation of a Tenant Member with any corporation or legal entity, in which as the result of such reorganization, merger or consolidation, the surviving entity succeeds to substantially all of the assets or business of such Tenant Member, (including its rights and obligations under this [Amended](#) Lease and the Project) and Tenant and Tenant Member are managed by a Person meeting the requirements of a Qualified Purchaser.

“Permitted Project Transfer” means, with respect to a transfer of Tenant’s interest in this [Amended](#) Lease, a transfer to any Affiliate of Tenant or Tenant Member; provided, that, following such transfer (i) the successor Tenant shall have the same Tenant Members as the transferor Tenant, (ii) the transferor Tenant shall be the sole member of the successor Tenant, and no transfer of Tenant Members’ ownership interests shall have occurred in the transferor Tenant, or (iii) if the successor Tenant has a sole member entity other than the transferor Tenant, that sole member entity shall have as its member or members either (1) the Tenant Members of the transferor Tenant, or (2) the transferor Tenant, in which instance, no transfer of Tenant Members’ ownership interests shall have occurred in the transferor Tenant.

“Permitted Transfer” means (i) a Leasehold Mortgage, (ii) a Leasehold Mortgage Transfer, and/or (iii) the leasing or licensing of residence units or beds to Eligible Residents in the Project in accordance with the terms and conditions of this [Amended](#) Lease.

“Permitted Uses” is defined in Section 3.3.

“Personalty” is defined in Section 3.4(b).

“Person” means any individual, corporation, partnership, joint venture, business, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or any Governmental Authority.

“Project Building Permits” is defined in Section 5.2(e).

“Project Debt” means bona fide indebtedness (including mezzanine and subordinated indebtedness) for funds borrowed or for the value of goods or services rendered or received, the repayment of which is secured by one or more Security Documents. Project Debt includes, without limitation, principal (including accreted principal), accrued interest (including capitalized interest), lender, agent, trustee and monoline fees, costs and expenses payable to Lenders with respect thereto, premiums or reimbursement obligations with respect to any insurance or financial guaranty with respect thereto, all payment obligations under any hedging agreements with respect thereto, including (without double counting) current pay and accreting swaps, lease financing obligations, and Breakage Costs. Project Debt excludes equity participant debt and any other indebtedness of Tenant or any equity participant, member, partner or joint venturer of Tenant (or Affiliate thereof) that is secured by anything less than Tenant’s entire interest in this Amended Lease or all of the equity interest in Tenant and Tenant Member, such as but not limited to indebtedness secured only by an assignment of economic interest in Tenant or of rights to cash flow or dividends from Tenant.

“Property” means, together the real property on which the Project will be constructed as described in Exhibit A.

“Qualified Purchaser” means, subject to the prior approval of Landlord as set forth below, a Person that has the financial condition, qualifications and experience in the capital asset management, repair and rehabilitation of student housing and commercial facilities of comparable size and quality as the Project and the experience in the operations of student housing and commercial facilities of comparable size and quality as the Project (or will engage a Manager with all such expertise, or is controlled by a Person with all such expertise) and is thereby eligible to acquire the Tenant's interest in this Amended Lease and assume, perform and discharge Tenant's obligations and covenants under this Amended Lease in connection with a transfer described under Sections 15.1 or 15.3. The Landlord may withhold approval of whether a Person is a Qualified Purchaser only if the proposed transferee is, in the reasonable judgment of the Landlord, not capable of performing the obligations and covenants of the Tenant under this Amended Lease, which determination may be based upon factors including the following: (1) the financial strength of the proposed transferee and its direct or indirect beneficial owners; (2) the capitalization of the proposed transferee; (3) the experience of the proposed transferee, in the event the Project would not be independently managed, or the property manager to be engaged by the proposed transferee, in managing and maintaining assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project; and (4) Landlord has a reasonable basis for concern that approving such proposed transferee would potentially have a negative reputational effect on Landlord, including as a result of any quality of any such transferee's or its Affiliates' past or present pattern of behavior or performance on other projects, the chief executives or directors of the proposed transferee having been convicted of crimes or entered into any agreed settlements related to fraud, securities violations or moral turpitude, or having been subject to any civil penalties or fines as a result of any of the foregoing. Any institutional lender that provides Project Debt or any purchaser or transferee at the foreclosure of the mortgage and security interests or transfer in lieu of foreclosure under the Security Documents arising out of an event of default by Tenant under the Funding Agreements, as set forth in Section 17.2(e), shall constitute a Qualified Purchaser approved by Landlord for purposes of Section 17.2(e).

“Rates CPI Adjustment” means the product obtained from multiplying the Base Rent and Rental Rates, as applicable, for the current Annual Period by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number. If the Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index; or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency. The “Index” means the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor.

With respect to adjustments to Rental Rates, the Index for July of the immediately preceding Annual Period shall be the “Base Index Number,” and the Index for July of the current Annual Period shall be the “Current Index Number”. With respect to adjustments to Base Rent, the Index for July of the Annual Period which is five years prior to the current Annual Period shall be the “Base Index Number,” and the Index for July of the current Annual Period shall be the “Current Index Number”.

“Rental Rates” means the rental rates and other standard rent-included charges.

“Repair and Replacement Account” means the separate reserve account established and funded by Tenant into which Tenant will deposit and maintain funds in accordance with Section 11.2 for the performance of Tenant Services with respect to the Project.

“Repair and Replacement Component” is defined in Section 11.2(b)(i).

“Scheduled Substantial Completion Date” means July 1, 2024 as such date may be amended from time to time as expressly provided herein.

“Secured Party Lease” is defined in Section 17.2(f).

“Security Documents” means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Lender as security for Project Debt or Tenant’s obligations pertaining to Project Debt and encumbering Tenant’s interest in the Amended Lease and/or an interest in Tenant.

“Significant Changes” is defined in Section 5.8(b).

“Stabilization” means the completion of the first five (5) consecutive Annual Periods during which Tenant shall have entered into leases from Eligible Tenants.

“Standards” means the performance of the applicable work in a good and workmanlike manner in accordance with the standards required by applicable Laws, Governmental Authorizations, College Standards, Good Industry Practice.

“Substantial Completion” is defined in Section 5.3(k).

“Substantial Completion Deadline” means ninety (90) days after the Scheduled Substantial Completion Date.

“Taking” is defined in Section 21.1.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, assessment, stamp tax, duty, fee, withholding or similar imposition of any kind whatsoever payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not, which are due and owing during the Lease Term relating to this Amended Lease, transactions contemplated by this Amended Lease, Tenant’s leasehold interest, Tenant’s interest in any Improvement and Tenant’s Personalty of any kind owned, leased,

installed and located in the Property, the construction, occupancy or use of the Project, or any materials purchased in connection therewith, and on any other transactions, property or assets related to the Project which are assessed or incurred during the Lease Term, excluding, however, any Landlord Taxes.

“Tenant Asset Management Services” means the life cycle maintenance, replacement, repair, rehabilitation, renovation and refitting services, including the upgrading and/or repair services to be performed by Tenant in accordance the terms of this Agreement.

“Tenant Common Equity” means the common equity contributed by an equity participant, plus the principal amount of any Affiliate Loans, in an amount not less than twenty percent (20%) of the total development costs of the Project.

“Tenant Maintenance Services” means routine and preventative maintenance services to be performed by Tenant or a Manager with respect to the Project.

“Tenant Member” means individually and collectively, the individuals, trusts or other corporate entities, any replacement trusts or estate-planning entities therefore, and their successors and family assigns, including, without limitation the heirs/beneficiaries and/or trustees of said trusts; *provided, that*, in the event of the acquisition of the Project and Tenant’s rights and obligations under this Amended Lease by a Qualified Purchaser, the term ‘Tenant Member’ shall be deemed to mean, individually and collectively, the holders of direct or indirect ownership interests therein as of the date of closing of such acquisition transaction; *provided, further, that*, if requested by such Qualified Purchaser or Landlord, a list or organizational chart reflecting each such Tenant Member will be approved in writing by such parties and/or attached as a replacement exhibit to this Amended Lease.

“Tenant Services” means, Tenant Maintenance Services and Tenant Asset Management Services.

“Tenant's Marks” is defined in Section 27.2.

“Tenant’s Related Parties” is defined in Section 39.4 (b).

“Termination Notice” means the notice to be delivered by Landlord to Tenant pursuant to which Landlord exercises its Buyout Option, which notice shall contain the proposed Termination Payment Date.

“Transfer Notice” is defined in Section 15.3.

“Utility Lines” is defined in Section 5.4(a).

Section 1.2 Rules of Interpretation. The headings of Articles and Sections in this Amended Lease are provided for convenience of reference only and will not affect the construction, meaning or interpretation of this Amended Lease. All references to “Articles,” “Sections,” or “Exhibits” refer to the corresponding Articles, Sections or Exhibits of or to this Amended Lease. All Exhibits to this Amended Lease are hereby incorporated by reference. All words used in this Amended Lease will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “include,” “includes” and “including” shall be interpreted to mean “including without limitation.” Unless otherwise stated, any reference to a Person, whether or not a Party, includes its permitted successors and permitted assigns and, in the case of any Government Authority, any Person succeeding to its functions and capacities. Other grammatical forms of defined words or phrases have corresponding meanings. A reference to a writing includes any mode of representing or reproducing words, figures or symbols in a lasting and visible form, including electronic. Unless otherwise provided, a reference to a specific time of

day for the performance of an obligation is a reference to the time in the place where that obligation is to be performed. A reference to a document, law, code, contract or agreement, including this [Amended](#) Lease, includes a reference to that document, code, contract or agreement as novated, amended, modified, revised, supplemented, replaced or restated from time to time in accordance with the relevant provisions thereof. If any payment, act, matter or thing hereunder would occur on a day that is not a Business Day, then such payment, act, matter or thing shall, unless otherwise expressly provided for herein, occur on the next succeeding Business Day. The words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this [Amended](#) Lease as a whole and not to any particular provision of this [Amended](#) Lease.

ARTICLE 2. TERM

Section 2.1 Agreement Term; Lease Term. This [Amended](#) Lease shall be effective from the Effective Date through June 30 of the ~~thirtieth (30th)~~ [fortieth \(40th\)](#) full Annual Period after the Substantial Completion Date occurs (the “Lease Term”). On the Effective Date Tenant shall have and hold its Leasehold interest in the Property, subject to the conditions, covenants, and agreements set forth in this [Amended](#) Lease.

Section 2.2 ~~Renewal. On the fifth anniversary of the Substantial Completion of the Project the Tenant may request an extension of the Lease Term for a period of no longer than an additional twenty (20) years at the Board’s sole and absolute discretion.~~

Section 2.3 ~~Section 2.2 Return of Property and Project.~~ At expiration of the [Amended](#) Lease, the Improvements comprising the Project shall be in a good and operable condition, considering ordinary wear and tear, casualty and condemnation excepted. Tenant acknowledges and agrees as of the date hereof that the building structure and Building Systems of the Improvements are being designed such that they will have at least twenty-five percent (25%) of their useful life remaining at the expiration of the Lease Term.

ARTICLE 3. PROJECT

Section 3.1 Project Development. This [Amended](#) Lease sets forth the terms and conditions pursuant to which Landlord will lease to Tenant the Property for the design, permitting, funding, financing, construction, furnishing, management, operation, maintenance, repair, renovation, and rehabilitation of the Project.

Section 3.2 Commencement of [Amended](#) Lease.

(a) Landlord does hereby agree (A) to lease, demise and let unto Tenant, and Tenant shall lease, rent and hire from Landlord, the Property, and (B) to grant Tenant the right to access and use the Property for the Permitted Uses on the terms and subject to the conditions set forth herein.

(b) The Property leased by Landlord to Tenant hereunder shall be leased and made available in its then-current condition, “AS-IS, WHERE-IS, AND WITH ALL FAULTS” except for any express representations and warranties from Landlord set forth herein and adverse site conditions that could not have been reasonably discovered or foreseen by Tenant. Tenant hereby acknowledges and agrees that prior to the Financial Closing, Tenant will have the opportunity to reasonably and in good faith inspect, assess, evaluate, survey and appraise the Property, obtain, review, analyze and evaluate title documents, public records, maps, plans, documents, data and information relating to the Property, and take samples and conduct tests and otherwise ascertain the nature and condition of the Property, Utility Lines and equipment

on and serving the Property, and Tenant accepts the Property and all such buildings, structures, facilities, installations, utility lines and equipment “AS-IS, WHERE-IS, AND WITH ALL FAULTS,” except for any express representations and warranties from Landlord set forth herein.

Section 3.3 Permitted Use of Project. During the Lease Term, Tenant shall lease, use and occupy the Property only for the following “**Permitted Uses**” in accordance with the provisions of this Lease: (a) removal, relocation, adjustment, construction and installation of utility, emergency, security, communication, cable and information technology and infrastructure systems, networks, lines and equipment on and/or serving the Property and adjacent areas on the Campus; (b) development, planning, design, permitting, financing, funding, equipping, construction and furnishing the Project; (c) using the Project to house Eligible Residents, unless otherwise approved in writing by the Landlord in its discretion, and entering into housing agreements or contracts for the Project with Eligible Residents in a form to be approved by Landlord, which approval shall not be unreasonably withheld, (d) management, operation, and occupancy the Project; (e) performance of the Tenant Services, and (f) such other ancillary activities and uses as may be reasonably necessary to effectuate the foregoing uses and purposes.

Section 3.4 Title to Improvements and Personality.

(a) During the Lease Term, Tenant shall hold a leasehold interest in the Property. During the Lease Term Tenant shall own the Project. In no event shall Tenant be deemed to hold a fee simple interest or any interest in the Property other than a leasehold interest under the terms of this [Amended](#) Lease.

(b) Landlord acknowledges and agrees that title to the following is and shall remain the sole property of Tenant during the Lease Term: (i) all Improvements acquired, constructed and installed by Tenant for the Project which comprise the Project, including all Building Systems, fixtures, equipment, pipes, cables, conduits, and connections, but excluding utility, emergency, security, communication, internet, wireless, cable and information technology systems, networks, equipment, lines, connections and other infrastructure; and (ii) any and all equipment, furniture, furnishings, appointments and trade fixtures which are not affixed to the Project, and other personal property acquired by Tenant and located on the Property by Tenant, regardless of whether such items are affixed or attached to the Property in any manner (collectively, the “**Personalty**”), whether acquired before or during the Lease Term. Tenant has the sole right to claim all depreciation with respect to the Improvements comprising the Project and related Personalty during the Lease Term. Personal property located on the Property or in the Project by Landlord, utility providers, residents and subtenants do not constitute Personalty.

(c) Upon the expiration or the earlier termination of this [Amended](#) Lease, Tenant's leasehold interest in the Property will terminate and possession, occupancy, control and use of the Property shall unconditionally and automatically revert to the Landlord and title to the Improvements located on the Property shall be automatically transferred to Landlord without any act, notice, payment or compensation. Any Personalty that Tenant has not removed from the Property within thirty (30) days after expiration of the Lease or other time period permitted for such removal hereunder may be disposed of by Landlord at Tenant's cost, expense and risk, or, at Landlord's election, shall be transferred to Landlord at no cost or expense.

(d) In connection with the reversion and transfer of any portion of the Project or Property to Landlord, Tenant shall represent and warrant the following to Landlord as of the transfer date: (i) Tenant is the sole leasehold owner of the Project (except for any Eligible Residents in the Project); (ii) no person or entity holds a mortgage, lien, deed of trust, security interest, encumbrance or any other interest related to the Project; and (iii) the Project and the Property shall be in the condition required pursuant to the last sentence of this subsection. Upon expiration of this [Amended](#) Lease, amounts on deposit shall be

transferred to Tenant. At the expiration or early termination of the [Amended](#) Lease, the Improvements and capital assets, fixtures, furnishings and equipment comprising the Project which are not then owned by Landlord and will become the property of Landlord shall be in a good and operable condition, ordinary wear and tear, casualty and condemnation excepted.

(e) Upon the expiration or early termination of this [Amended](#) Lease at any time prior thereto and following written request of the Landlord, Tenant shall promptly provide Landlord with copies of all Governmental Authorizations, construction plans, specifications and drawings, material contracts, operating manuals and maintenance records relating to the construction, operation, maintenance, repair, rehabilitation, replacement and any alteration of the Improvements located on such Property performed by or at the direction of Tenant in Tenant's possession or control and any documents or information in Tenant's possession or control relating to the non-compliance of the Property or the Improvements with applicable Laws or Governmental Authorizations.

Section 3.5 Ownership of Project Improvements. During the Lease Term, Tenant shall own, occupy, manage, use and possess the Project.

Section 3.6 Landlord Access Rights. Landlord further reserves unto itself from this [Amended](#) Lease (and from Tenant's leasehold interest under this [Amended](#) Lease), for the use of Landlord and its employees, representatives, agents, subtenants, licensees, guests, contractors and vendors, and their respective invitees, unlimited rights of access to (and the right to use) hallways, restrooms and other common amenities located upon (or within) the Property and the Improvements located on the Property as are reasonable and appropriate in connection with the accomplishment of the College's mission and purpose and the safety and security of persons and property on the Campus, provided that Landlord shall not unreasonably interfere with the operations of the Project and shall comply with Tenant's reasonable instructions. The aforesaid access rights include the right to have access to all necessary information technology, cable, data, communication and telephone systems, networks and lines and Building Systems serving the Project; provided that such access and use shall not adversely impact the access to or use of the Project and shall be at no cost to Tenant.

ARTICLE 4. RENT AND OTHER FINANCIAL COVENANTS

Section 4.1 Rent.

(a) Beginning on ~~May 1, 2023~~[August 1, 2024](#), and continuing throughout the Lease Term, Tenant covenants and agrees to pay to Landlord as **Base Rent** in the amount equal to One Dollar (\$1). Base Rent shall be payable by Tenant to Landlord in one annual payment in advance of each applicable Annual Period.

Section 4.2 Net Lease.

(a) This [Amended](#) Lease is a net lease. The Parties acknowledge and agree that, subject to Landlord's express obligations hereunder, Landlord would not enter into this [Amended](#) Lease if the payments to Landlord hereunder were not absolutely net to Landlord or if Landlord were obligated or required to incur any current or future cost, expense, assessment, imposition, fee or liability whatsoever, foreseen or unforeseen, relating to the following: (i) planning developing, designing, permitting, funding, financing, insuring, acquiring, equipping, furnishing and constructing the Project; (ii) leasing, possession, occupancy or use of the Property or any portion thereof; (iii) utility service to the Project; (iv) the entitlement of the Property; (v) use, operation, maintenance, rehabilitation, repair, replacement or renovation of the Improvements comprising the Project or any portion thereof; (vi) marketing and

subleasing residential units of the Project; and (vii) Tenant's exercise of any other rights under this [Amended](#) Lease. Accordingly, unless otherwise expressly provided by the terms of this [Amended](#) Lease, Tenant shall pay all expenses, costs, Taxes, fees licenses, and charges of any nature whatsoever arising in connection with or attributable to the Property or the Project or in any manner whatsoever arising as a result of Tenant's exercise of the rights of Tenant set forth in this [Amended](#) Lease, including costs of design, permitting, construction, management, operation, maintenance, repair, replacement, rehabilitation, or renovation of the Project, reasonable accounting and attorney's fees, capacity charges, connection fees, impact fees, utility charges, surety bonds and insurance premiums.

ARTICLE 5. DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

Section 5.1 Minimum Requirements.

(a) Authorizations. Tenant will ensure that all Binding Agreements and other contracts, agreements, purchase orders and other arrangements it enters into in connection with the planning, design, construction of the Project comply, in all material respects, with the Standards and the Permitted Exceptions and are consistent with the terms of this [Amended](#) Lease. Tenant shall ensure that all contracts and agreements it enters into in connection with the performance of Tenant Services comply, in all material respects, with the Standards and Permitted Exceptions and are consistent with the terms of this [Amended](#) Lease.

(b) Project Description. Tenant shall at its sole cost and expense, develop, plan, design, permit, fund, finance, acquire, equip, furnish, install and construct the Project in accordance with the Plans and Specifications.

Section 5.2 Design.

(a) Design Services. Tenant shall select and contract with architects, space planners, engineers, and other design personnel to perform design services and produce design and construction plans, drawings, specifications and documents necessary for the equipping, installation and construction of the Project. Such persons shall have experience, expertise, training and applicable licenses, certifications and registrations necessary to do business and the design work to be performed by them. All design work will be performed by an architect or firm of architects licensed by the State of Florida (the "**Architect**"). The cost, fees and expenses of all professional engineering, surveying, design, and architectural services required by Tenant to prepare Plans and Specifications and oversee construction of the Project in accordance with the Plans and Specifications will be paid by Tenant, with the exception of those costs expressly agreed to be paid by Landlord or Board by separate agreement.

(b) Standards for Design. The design of the Project shall meet the Florida Building Code. In its original design of the Project and any alteration thereafter (subject to Landlord approval), Tenant shall take into account architectural designs and ambiance of the Campus, the location of the Project, the necessity that the final design complements other buildings and facilities on the Campus and other aspects agreed upon by the Parties.

(c) Submittal Process. Plans and Specifications and any other documents relating to the design or construction of the Project shall be submitted to Landlord in connection with permitting of the Project and for purposes of demonstrating compliance of all design and construction work and the Project with the applicable Standards. Design and construction documents for the original construction of the Project shall be submitted to Landlord. Tenant shall submit proposed Plans and Specifications to the College's Facilities Planning and Construction Department personnel to review and provide recommendations. The final Plans

and Specifications shall be substantially consistent with the most recent design documents and construction plans, and layouts, arrangements, massing, techniques, systems, utility service arrangements, principles, renderings, drawings and specifications proposed by Tenant, except as otherwise expressly agreed upon by the Parties. Notwithstanding anything herein to the contrary, the scope of review of Landlord shall be limited to providing comments to or disapproval of any proposed Plans and Specifications.

(d) Development Work Product. Tenant hereby grants a security interest in, and collaterally assigns to the Landlord, any and all of Tenant's and its Affiliates right, title and interest in and to all Plans and Specifications, intellectual property, drawings, renderings, studies, contracts and marketing material of any kind produced, utilized, acquired, granted, obtained or existing at any time in connection with the performance of site due diligence and investigation activities and during the term of this Amended Lease relating to the design, permitting, equipping, construction, management, operation, maintenance, alteration, repair, rehabilitation, replacement and renovation of the Project (collectively, "**Development Work Product**"), effective automatically and without further action. This Amended Lease shall constitute a security agreement with respect to such security interest. Landlord's security interests in the Development Work Product are subordinate to the security rights in favor of any Leasehold Mortgagee. Tenant shall grant or cause to be granted to Landlord a perpetual, non-exclusive, irrevocable, royalty-free and transferrable right and license to use the Development Work Product and sublicense it only in connection with the Project, without further approval or compensation, and Tenant hereby authorizes Landlord's use of same subject in connection with the Project. Promptly upon request of the Landlord from time to time, Tenant shall execute such assignments and assurances as the Landlord may request to perfect the assignment of the Development Work Product to the Landlord. Tenant will indemnify, defend and hold harmless the Landlord and the Board from and against any and all claims, demands, actions, proceedings, losses, liabilities, costs and expenses, including attorney's fees, relating to the Development Work Product, including infringement or misappropriation claims, mechanic's and materialmen's liens, claims caused by the failure of Tenant to fully pay for all Development Work Product or any adverse claim to or lien upon the Development Work Product or the Project. Notwithstanding anything herein to the contrary, in no event shall Landlord be permitted to use any of the Development Work Product for any reason other than in connection with the design, permitting, equipping, construction, management, operation, maintenance, alteration, repair, rehabilitation, replacement and renovation of the Project and other improvements located on the Campus.

(e) Governmental Authorizations. Tenant is required to obtain all zoning, land use and other Governmental Authorizations from every Governmental Authority having jurisdiction over the Project which are necessary to install and construct the Project and thereafter occupy, use, operate, maintain, repair, rehabilitate and replace any Improvement and utility installations on or serving the Property, and each element and component of the Project for its intended purposes (collectively, the "**Project Building Permits**"). Landlord shall reasonably cooperate to support the efforts of Tenant to obtain the Project Building Permits.

Section 5.3 Construction.

(a) Permits. Tenant shall use commercially reasonable efforts to obtain all required Project Building Permits as soon as reasonably practicable at tenant's sole expense. All applications and related materials to be presented to the Governmental Authorities in connection with the application for Project Building Permits must be submitted to Landlord for review and comment no later than five (5) Business Days prior to being submitted to the applicable Governmental Authorities. No less frequently than every other week and at any time upon reasonable request by Landlord, during such time as any application for any Project Building Permits are pending, Tenant shall submit to Landlord a report of progress and status

of the applications for Project Building Permits such that Landlord is reasonably informed about the subject matter, status and specifics of the submittals and application for each Project Building Permit.

(b) Construction. Tenant shall issue a notice to proceed to Contractors to commence full-scope construction work for the Project as and when required by the Financing Documents. Tenant shall at all times assure that adequate personnel and resources are utilized to perform construction of the Project in accordance with the Project Baseline Schedule.

(c) General Contractor. All construction work for the Project will be performed by one or more general contractors or design-builders selected by Tenant who are licensed by the State of Florida (the “**Contractors**”) and execute a construction contract (the “**Construction Contracts**”) with Tenant. In the event Tenant determines to replace the primary Contractor Tenant shall give notice to Landlord not less than ten (10) Business Days prior thereto including with such notice an explanation for the change and describing the capability of the replacement contractors to perform work and services at the Project. Landlord shall have the right to approve any replacement primary Contractor.

(d) Bonds. ~~(waiting on language from bank)~~

(i) ~~On or before commencement of construction of the Project,~~ Tenant shall provide Landlord with performance and payment bonds issued by a surety and in an amount as required under Florida Statutes Section 255.05 and approved in advance by Landlord as compliant with Landlord’s policies and procedures (“**P&P Bonds**”). Such P&P Bonds shall be procured by the Contractors. All P&P Bonds shall be issued on behalf of Tenant and recorded and certified in accordance with Florida Statutes Section 255.05. The P&P Bonds shall cover the faithful performance of each Construction Contract by the applicable Contractor and any subcontractors performing a portion of the construction work, strict compliance of the construction work with the Plans and Specifications, completion of the Project in accordance with the Project Baseline Schedule, completion of Tenant’s obligation to repair and restore the Property in the event this Amended Lease is terminated as provided herein, and payment of all costs, fees, charges and amounts for labor, work, services, supplies, materials, equipment or other items incorporated into or used in construction of the Project. All P&P Bonds will inure to the benefit of Landlord to indemnify it against any loss or damage in connection with the construction, including reasonable attorney’s fees, through appeal if necessary.

(ii) Tenant may substitute a \$500K irrevocable letter of credit or ~~similar document~~ pledge unencumbered real estate in the value of \$1,000,000 or more, the nature and content of which to be approved by the Board in lieu of a Performance and Payment Bond.

(e) Release. On or before commencement of construction at the Property, Tenant shall cause each Contractor to deliver to Landlord, in a form reasonably acceptable to Landlord and its counsel, a waiver and release, the substance of which shall be a waiver of any right such Contractor may have to a claim of lien of any kind or nature upon any part of Landlord’s interest in the Property, and a release of Landlord and the Board from all claims that such Contractor might at any time have arising out of or relating to the applicable Construction Contract or the Project.

(f) Construction and Testing. Tenant is required to make or arrange for all site inspections and to be responsible for monitoring or arranging for quality assurance, quality control, sampling, testing and reporting relating to the design, demolition and construction work. Tenant shall keep Landlord informed of the schedule of such inspections, sampling and tests in order that representatives of Landlord may observe them and receive any test results or reports prepared on the basis thereof.

(g) Disruption to Adjacent Properties. Tenant shall take all reasonable action and precaution to avoid and minimize disruption to traffic, parking and activities on or in the vicinity of the Campus during performance of work relating to the Project. Landlord shall cooperate with Tenant upon Tenant's reasonable request to provide access over portions of the Campus to the Property which is necessary for performance of any such work. During the course of the work, Tenant shall cause all Contractors, subcontractors and personnel performing work on or making deliveries or pick-ups at the Property to park trucks and vehicles solely on the Property or in a designated parking or staging site reasonably agreed upon by Landlord and Tenant. All tools, equipment, supplies, materials and other items used in the performance of the work shall be stored on the Property or a designated staging area at the cost and risk of Tenant, Contractors and subcontractors. Tenant shall also cooperate and coordinate with Landlord to minimize any interference with the use and enjoyment of the residences, buildings and areas in the vicinity of the Property by faculty, students and staff, and the contractors, customers, invitees, guests and patrons of Landlord. Tenant shall promptly pay for any and all damage to any building, equipment, installation, roadway, sidewalk, curb, parking area or landscaping arising out of or resulting from Tenant's, Contractors' or subcontractors' activities on the Property or relating to the Project, and repair and restore all portions of property damaged to a condition substantially equal to or superior to the condition that existed immediately prior to the commencement of the construction work (including removal of all equipment, tools, vehicles, supplies and materials located, stored or installed on the Campus). Any such repair or restoration shall be performed at the sole cost and expense of Tenant in accordance with generally accepted construction practices and the Standards.

(h) Insurance Requirements.

(i) Prior to commencing any activities on the Property, Tenant shall deliver to Landlord a certificate verifying the insurance coverage required hereunder. Tenant shall require each Contractor to procure and maintain the insurance coverages and shall require all Contractors to require all subcontractors and vendors providing labor, services, equipment or material in relation to the Project to carry any and all insurance coverage that adequately covers each subcontractor's exposure based on the type of labor, work or services each will provide. All policies shall be with insurance companies authorized to do business in the State of Florida and meeting the requirements for insurance companies set forth in this [Amended](#) Lease. Tenant agrees to furnish a current certificate(s) of insurance to Landlord prior to commencement of the construction work and thereafter upon written request of Landlord as evidence that the coverages remain in effect.

(ii) It is the responsibility of Tenant, each Contractor and each subcontractor to secure and maintain all insurance policies that may be necessary or advisable in connection with the respective Construction Contracts and the work related to the Project. The absence of a requirement herein for any type of insurance policy or insurance coverage, or for higher coverage limits shall not be construed as a waiver of Tenant's, Contractors' and all subcontractor's obligations to carry and maintain the types of insurances at limits that are appropriate to the liability exposure associated with design, equipping and construction of the Project. Landlord makes no representation or warranty, express or implied, that the coverage and limits accepted will be adequate to cover Tenant's, Contractors' and all subcontractors' liability and otherwise satisfy Tenant's other obligations under this [Amended](#) Lease. Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers. Tenant hereby represents and warrants that Tenant's insurance policies and those of contractors and subcontractors shall be endorsed so that such waiver of subrogation shall not affect Tenant's rights to recover thereunder.

(i) Completion Deadline.

(i) Tenant shall use all commercially reasonable efforts to prosecute the Project design and construction work with diligence. The Tenant shall provide Landlord prompt notice of the occurrence of a delay that will have or potentially have an adverse effect on the completion following such time as Tenant has knowledge of the same. Such notice shall provide a sufficiently detailed description of the event or cause that constitutes the delay and the proposed number of days that the delay will affect work on the path to completion.

(ii) Tenant shall provide access, information and documents reasonably requested by Landlord to enable Landlord to monitor the performance, progress and status of the development activities, design work, permitting, procurement and the construction work and compliance with the Project Baseline Schedule. Landlord shall be notified in advance of and shall have the right to attend development team meetings relating to the Project and the performance, progress and status of the design and construction work. Tenant shall promptly notify Landlord in the event of the occurrence of any fact, event, condition or circumstance reasonably likely to adversely impact the cost or schedule for performance of development activities, design work, construction work or the completion of any Improvement, element or component of the Project or the occurrence of a Permitted Delay upon Tenant obtaining knowledge thereof.

(iii) If Tenant has not received a temporary or permanent certificate of occupancy or its equivalent permitting the use and occupancy of the Project for the Permitted Uses no later than August 1, ~~2025~~2024 or if after completion of the Project, all or any portion thereof is not habitable, then Tenant shall provide temporary housing for Eligible Residents who have executed housing contracts or agreements with respect to the project (“**Affected Residents**”). Tenant will endeavor to provide temporary housing of a quality and condition comparable to the Project within the area within a radius of approximately five miles of the Project.

(j) Outside Completion Deadline. If Tenant has not achieved Substantial Completion of the Project on or before the Substantial Completion Deadline, then Landlord may, in addition to its other rights and remedies, (i) perform or procure performance of the work to complete construction of all or any portion of the Project as Landlord determines in its absolute and sole discretion; and (ii) execute on any payment and/or performance bond or other security. Landlord will reasonably refrain from the potential exercise of the right to perform or procure performance of the work through completion of the Project subject to the diligent and continuous effort by any Lender and payment and performance sureties to step-in, perform and complete the design work and the construction work and to achieve Substantial Completion, final acceptance and occupancy and use of the Project on a timely basis. If Tenant or Landlord reasonably determines that Tenant will not achieve Substantial Completion of any Improvement or portion of the Project by the applicable Scheduled Substantial Completion Date, Tenant shall provide Landlord with a remedial plan to re-sequence and/or accelerate performance of the work to achieve completion of each Improvement and the Project in accordance with the Project Baseline Schedule.

(k) Substantial Completion. The term “**Substantial Completion**” means with respect to the Project (i) the Architect executes and delivers, for the benefit of Tenant and Landlord, a Certificate of Substantial Completion in the form of the American Institute of Architects document G704, certifying substantial completion of the Project and each of the Improvements in accordance with the Plans and Specifications; and (ii) Tenant has obtained from the applicable Governing Authority a temporary or permanent certificate of occupancy or its equivalent allowing occupancy of the Project and each of the Improvements exclusive of immaterial “punch list” work that does not prevent Tenant from safely possessing, occupying and using, on a continuous and uninterrupted basis, the Improvements for the

intended purposes and uses permitted by this [Amended](#) Lease. The term “**Substantial Completion Date**” means with respect to each Improvement, as applicable, the date on which Substantial Completion occurs. Tenant shall diligently accomplish performance and completion of all punch list work and achieve final completion of the Project within ninety (90) days after the applicable Substantial Completion Date. Within ninety (90) days after the Substantial Completion Date, Tenant shall provide Landlord with a complete set of the “as built” Plans and Specifications in the form and medium reasonably requested by Landlord. To the extent such rights may be granted/assigned by Tenant, Landlord shall be granted and shall have and possess an absolute, perpetual, non-exclusive, royalty-free, assignable and sub-licensable license and right to use the “as-built” Plans and Drawings solely in connection with the Project located on the Campus.

(l) **Landlord Step-In.** In the event of the breach, failure, non-performance or default by any Architect or any Contractor in connection with the performance of design work or construction work, Tenant shall diligently exercise its rights and remedies available to Tenant under the applicable agreement in consultation with Landlord. If Tenant shall be in breach or default under a Construction Contract or an Architect’s Agreement, and a breach is not cured with the applicable cure period, if any, under the applicable agreement or contract, and the Lender, Leasehold Mortgagee and/or the performance bond surety fail to promptly commence performance of the affected work and diligently prosecute the work to completion Landlord may elect by notice to Tenant, the Lender and the Leasehold Mortgagee, at Landlord’s absolute and sole discretion, and at the cost and expense of the Tenant, to exercise and assert the rights and remedies of Tenant under the terms of the Construction Contracts or the Architect’s Agreements without assuming the obligations of Tenant thereunder, as applicable.

Section 5.4 Utility Lines.

(a) The Project includes the installation of new infrastructure and facilities and may include the enhancement, extension, replacement, removal, relocation, upsizing, repairing, interconnecting to or improving portions of Landlord’s existing infrastructure and facilities to the extent necessary for the construction and operation of the Project, for utility service, fire protection, information technology systems, access control, security monitoring, emergency notifications, telephone, wireless, cable television and/or other communications facilities, servicing the Project and other portions of the Campus affected by the construction of the Project, for which Tenant is responsible during the construction of the Project (collectively, the “**Utility Lines**”). Tenant shall pay for the costs of all labor, services, equipment, machinery, conduits, pipes, valves, fiber, wires, materials, supplies, systems and items related thereto, including any concurrency obligations, and on-site infrastructure improvements, payable with respect to the Utility Lines, except as agreed to by Landlord or College .

(b) Tenant shall be solely responsible for the cost of all reservation charges, capacity charges, connection fees, tap fees and any other rents, rates, assessments, surcharges, fees, taxes and charges incurred in connecting the Project to existing utility infrastructure and receiving utility service at the Project, except as expressly agreed to by Landlord or College.

(c) Tenant will design, install and construct the Project and Utility Lines such that the required capacity for all utilities necessary to service the Project will be installed using all commercially reasonable efforts to limit any reductions, curtailments or disruptions in service to other improvements, buildings and facilities on or in the vicinity of the Campus. Tenant will at its cost (i) relocate existing utility facilities and lines serving the Campus as necessary to maintain continuity of service; (ii) install and connect new Utility Lines, facilities, meters and infrastructure for delivery of service to the Property; and (iii) procure and maintain delivery of utility service to the Project throughout the Lease Term.

Section 5.5 Utility Charges. Tenant shall pay for all rates, fees, charges and surcharges for utility, information technology, communication, cable, telephone and data service for any Improvement located on the Project, including all utility service used in the construction of the Project and the operation, maintenance, repair and rehabilitation of the Project. If Tenant intends to receive any utility service from Landlord instead of contracting with a third party utility, Tenant shall compensate Landlord for any capacity, resources, credits or other entitlements which would be utilized in order for Landlord to provide such utility service, in addition to all rents, deposits, charges, surcharges, fees and other amounts charged by Landlord for delivery, consumption or use of service at standard rates charged for similarly situated users located on the Campus.

Section 5.6 Construction Access.

(a) Access. Landlord shall reasonably cooperate with Tenant in defining and coordinating the specific ingress and egress routes that all construction traffic must use to access the Property. Until the construction of the Project has been finally completed, at the reasonable request of Tenant, Landlord shall provide to Tenant non-exclusive licenses and rights of ways over designated sidewalks, parking lots and roadways on the Campus in order to provide ingress and egress of pedestrians and vehicles to and from the Property and/or to and from a duly open public street. Landlord has the right to change the locations of any such licenses or rights of way at any time and from time to time in its sole discretion as long as a change does not unreasonably interfere with the performance of the construction work or prohibit Tenant's access to an open public street.

(b) Construction Related Parking. Tenant's employees, representatives, vendors, invitees, guests, agents, and contractors (including contractors, subcontractors and vendors of all tiers, performing work or supplying any goods, supplies or materials related to the Project) must comply with all rules and regulations of Landlord and the College Standards with regard to operation and parking of vehicles and mobile equipment on the Campus.

Section 5.7 Other Easements, Licenses or Rights of Way.

(a) The Project may require easements, licenses or rights of way for utility infrastructure and surface water drainage, detention and retention over and on portions of the Campus, in order to comply with requirements of the Landlord and Governmental Authorities having jurisdiction over the Property and the Campus or as necessary for the use, access or operation of the Project. Landlord shall grant (or cause to be granted by the Board) temporary construction easements, licenses, rights of way, or easements for utilities or surface water drainage, detention and retention or as necessary for the use, access or operation of the Project, co-terminus with this [Amended](#) Lease, upon the reasonable request by Tenant and on terms reasonably acceptable to the Parties, consistent with this [Amended](#) Lease and any other existing easements, licenses or rights of way.

(b) Landlord shall have the right at any time and from time to time to grant, modify or cancel licenses, easements and rights of way to third parties and to change the locations of any easements, licenses or rights of way granted to Tenant, as it sees fit, in its reasonable discretion after consultation with Tenant and at no cost to Tenant, as long as such grants, modification or cancellations do not interrupt, interfere with and/or materially impair Tenant's ability to construct, access, operate, maintain, repair, rehabilitate and use the Project. Subject to the applicable terms of the Financing Documents, Tenant agrees to cooperate with Landlord in connection with any such grant, modification or cancellation of any license, easement or right of way.

Section 5.8 Changes to Plans and Specifications.

(a) No Significant Changes shall be made to the Plans and Specifications or any Improvements without the prior written consent of Landlord. The Project as constructed in accordance with the Plans and Specifications must comply in all material respects with the requirements of this [Amended](#) Lease. Within five (5) Business Days after written request from Tenant (or such longer period reasonable under the circumstances with respect to Significant Changes), accompanied by (i) the proposed changes to the Plans and Specifications; (ii) information regarding the impact of the proposed changes on the affected Improvement and the Project, including the cost and schedule for performance of any related work, the structural integrity, useful life, functionality, maintenance, capital asset repair, replacement, and sustainability of the affected Improvements; as well as (iii) other documents and information requested by Landlord, Landlord shall either reject or approve the proposed changes to the Plans and Specifications. If Landlord rejects the proposed changes, Landlord shall specify the reason for Landlord's rejection or any particular changes which must be made to such document(s) for them to be reasonably acceptable to Landlord, in which case Tenant shall have the right to re-submit its request at any time thereafter.

(b) For the purposes hereof "Significant Changes" shall mean a change in: (1) any material respect with regard to (i) with respect to buildings, structures and facilities, any change affecting exterior walls and elevations, building bulk, coverage or floor area ratio or number of floors from the Plans and Specifications, as applicable; (ii) the colors, size or design or use of exterior finishing materials substantially affecting architectural appearance from those shown and specified in the Plans and Specifications, as applicable; (2) any material adverse respect with regard to (i) the functionality, use and operation, useful life or cost of operation, maintenance, repair or rehabilitation of the Improvement from those shown and specified in the Plans and Specifications; or (ii) the placement, capacity, size or rating of any Building System or service facilities or in the number of elevators, or stairs or changes in general pedestrian, bicycle or vehicular circulation in, around or through the Project from the Plans and Specifications, as applicable.

ARTICLE 6.

USE AND CARE OF THE PROJECT BY TENANT

Section 6.1 Tenant's Use of Property.

(a) Tenant shall occupy and use the Property and the Project solely and exclusively for the Permitted Use. Tenant shall manage, operate and maintain the Property during the Term under such names for Improvements or areas of the Project as designated by Landlord in its absolute and sole discretion. Landlord has the unconditional right to initially name and subsequently modify the name of each Improvement and area of the Project. Tenant shall pay the costs of all initial signage located on or in the Project, and such signage shall conform to the College's signage design and location requirements. Landlord shall pay the cost of any replacement or additional signage at the Project as a result of Landlord's modifying the name of any Improvement or any area of the Project. All compensation or gifts received by Landlord from the sale of naming rights of any Improvement or area of the Project shall inure to the benefit of the Landlord.

Section 6.2 Nature of Use.

(a) Housing Facilities. During the Lease Term, Tenant shall at its cost and expense own, possess, use, occupy, manage, repair, rehabilitate and renovate the Project in compliance with the requirements of this [Amended](#) Lease. Tenant shall keep and maintain the Project in a clean, orderly and safe condition. Tenant shall not do or permit any act or thing which would materially impair the financial performance, value, useful life, functionality, operability, maintenance and repair of the Project, the Campus, or any part thereof, or which constitutes a public or private nuisance.

(b) Building Systems and Exterior Elements. Tenant shall perform the Tenant Services with respect to any sidewalks, roadways, service drive areas or infrastructure supporting any Improvement of the Project which is constructed or installed by Tenant in, on or under the Property; provided however that Tenant is not required to perform any Tenant Services with respect to any roadway, service road, driveway, parking lot or sidewalk which is not located on the Property, except to the extent of any damage caused by Tenant or Tenant's employees, Affiliates, agents, contractors, vendors, licensees or invitees (excluding any students of the College or Eligible Residents). Tenant shall keep the Project and Property reasonably lighted, and equipped with safety and security equipment and devices at all times as required by the College and applicable Laws and maintain the Project and the Property reasonably clear of waste, trash, debris and litter.

Section 6.3 Aesthetic and Operational Standards. Tenant acknowledges and agrees that a material condition to Landlord's entering into this Amended Lease is the obligation of an agreement by Tenant to perform the Tenant Services in compliance with the requirements of this Amended Lease and Good Industry Practice, and Tenant agrees to perform the Tenant Services in accordance with such requirements of the Good Industry Standard and applicable warranties and manufacturer's instructions. Tenant shall maintain the Project in good working condition, subject to ordinary wear and tear, casualty and condemnation. Tenant shall not use or permit the Project to be used for any purpose other than the Permitted Use and shall not use the Project for any unlawful, disreputable or other purpose or in any way which may adversely reflect upon the name, reputation or standing of the Landlord or the College.

Section 6.4 Manager Selection; Management Agreement; Manager Performance.

(a) At any time during the Lease Term, Tenant shall have the right to contract with a third party or Landlord (as such party may change from time to time, the "Manager") for the performance of all or any portion of the Tenant Services, and such Manager shall have the right to subcontract with a third party or Landlord for the performance of all or any portion of the Tenant Services. Tenant shall provide the Landlord at least 30 days prior written notice prior to the termination of the Manager; provided, notice to Landlord shall not be required for termination of the Manager in accordance with the terms of the Management Agreement (e.g. if in default).

(b) The performance of the Manager will be evaluated on a quarterly basis (excluding the Resident Satisfaction Surveys, which shall be evaluated on an annual basis) using the following:

(i) The Management Committee shall from time to time review and approve: (a) the form and content of a survey to be distributed to and solicited from the Eligible Residents of the Project (the "Resident Satisfaction Survey"); and (b) the methodologies and schedule for the distribution, collection, review and tabulation of Resident Satisfaction Survey results. The Management Committee shall approve the preparation and administration of Resident Satisfaction Surveys. Notwithstanding the foregoing, in the event Tenant's approved Manager shall conduct (or cause to be conducted) a periodic Resident Satisfaction Survey established by such Manager, and in form and substance reasonably acceptable to the Management Committee, the Management Committee may elect to use (but shall not be required to use), Manager's Resident Satisfaction Survey for the basis of the review contemplated hereunder.

(ii) The Management Committee shall from time to time review and approve (a) either an independent third party facility condition inspection firm, a Tenant representative or a College representative (the "Inspector") to inspect and evaluate the physical condition of the Project on a basis that is no more frequent than semi-annually nor less frequently than annually (the "Periodic Inspection"); (b) the form and content of an inspection form, and accompanying evaluation

guidelines, to be used by the Inspector for the Periodic Inspection (each such form, together with any accompanying evaluation guidelines, a "Project Inspection Evaluation Form"); and (c) the particular timing of the Periodic Inspection.

(c) Tenant and Landlord shall work cooperatively to review Manager's performance.

(d) Tenant and Landlord shall meet no more frequent than quarterly nor less frequently than semi-annually to review the performance of Manager. In the event Landlord identifies deficiencies in Manager's performance for two consecutive quarters or two consecutive measuring periods, if longer than calendar quarters, than Tenant shall cause Manager to present to Landlord a corrective action plan to remediate the deficiencies in Manager's performance. If after two subsequent, consecutive calendar quarters Manager's performance reviews do not result in corrective action being taken to Landlord's satisfaction then, unless otherwise agreed to by Tenant and Landlord, Landlord may cause Tenant to commence replacing the Manager by providing Tenant written notice of such request or Tenant may commence replacing the Manager; provided, however, no termination of the Manager shall occur without at least one additional meeting of Tenant and Landlord to address the performance reviews and corrective action.

Section 6.5 Insurance Requirements During Construction. Tenant agrees to furnish a current Certificate(s) of Insurance to Landlord as evidence of the coverages listed in Exhibit C-1 "Construction Period Insurance."

Section 6.6 Insurance Requirements During Operation. Tenant shall, after the Project is constructed, obtain and maintain at its expense, the policies of insurance contained in Exhibit C-2, "Operating Period Insurance," covering activities performed under and contractual obligations undertaken during the Lease Term.

Section 6.7 Payment of Taxes.

(a) Tenant covenants and agrees to pay prior to delinquency all Taxes. In the event that notwithstanding the efforts of the Parties to have all Tax bills delivered directly to Tenant a Tax bill is delivered to Landlord, Landlord agrees to forward to Tenant any such Tax bill received by Landlord, provided that the failure or delay by Landlord in delivery of such bill shall not be a breach by Landlord hereunder. Tenant shall provide Landlord, upon Landlord's request, with evidence of payment of all Taxes which may be due. Tenant shall have the right, at its sole cost and expense, following consultation with Landlord, to contest or review by legal, administrative, appellate or other proceedings the validity and amount of any Taxes relating to the Project. Tenant may make such challenge upon the conditions that (i) Landlord shall not be at risk of any civil or criminal fine, fees, penalty, interest, charge, sanction or liability for the challenged Taxes during the pendency of the challenge; and (ii) the Property and the Project shall not be subject to the imposition of any lien as a result of such noncompliance or the challenge. Landlord may elect to intervene and join in such proceedings, at its sole cost and expense.

(b) In the event the Parties are notified that the Property or any portion of the Tenant's interest in this [Amended](#) Lease or the Improvements are subject to real property taxes by Putnam County, Florida Landlord may have the Improvements assigned separate tax parcel ID numbers to facilitate Tenant's payment of such Taxes directly. If Tenant fails to pay any Taxes which are not the subject of a challenge conducted by Tenant in accordance with the requirements of this Section 6.6 prior to delinquency without interest, fee, charge or penalty, Landlord in its discretion may pay the Taxes, together with any and all interest, fees, charges and penalties, at its option in its sole discretion if Tenant fails to make such payment prior to the expiration of a ten (10) day cure period following written notice by Landlord. All amounts so

paid by Landlord shall bear interest at the Default Rate from the date Landlord makes such payment, and such amounts with all interest accrued thereon shall become Additional Sums and be payable promptly upon written demand by Landlord.

(c) Tenant's obligation under this Section 6.6 shall terminate with respect to Taxes which accrue after the expiration or termination of the Lease Term, provided that Tenant does not hold over and timely vacates the Property and the Project and executes all agreements, deeds, instruments and documents requested by Landlord in connection with transfer of ownership of the Project and Tenant's Personalty in accordance with this [Amended](#) Lease. Expiration or earlier termination of the Lease Term shall not release or discharge Tenant from the payment of any Taxes and interest, fines, penalties, assessments or other amounts related thereto incurred prior to such expiration or early termination.

(d) Landlord covenants and agrees to pay prior to delinquency all Landlord Taxes, if any. Landlord shall provide Tenant, upon Tenant's request, with evidence of payment of all Landlord Taxes which may be due. Landlord shall have the right, at its sole cost and expense, to contest or review by legal, administrative, appellate or other proceedings the validity and amount of any Landlord Taxes relating to the Project. Landlord may make such challenge upon the conditions that, during the pendency of such challenge, (i) Tenant shall not be at risk of any civil or criminal fine, fees, penalty, interest, charge, sanction or liability; and (ii) the Property and the Project shall not be subject to the imposition of any lien as a result of such noncompliance. Tenant may elect to intervene and join in such proceedings, at its sole cost and expense. If Landlord fails to pay any Landlord Taxes prior to delinquency unless Landlord is contesting in accordance with this [Amended](#) Lease, Tenant may pay the Landlord Taxes, together with any and all interest, fees, charges and penalties, at its option in its sole discretion if Landlord fails to make such payment prior to the expiration of a ten (10) day cure period following written notice by Tenant. All amounts so paid by Landlord shall bear interest at the Default Rate from the date Tenant makes such payment, and such amounts with all interest accrued thereon shall be payable promptly upon written demand by Tenant.

(e) Notwithstanding anything herein to the contrary, Landlord and Tenant intend for the Project to be immune or exempt from all Taxes and Landlord Taxes. In the event that any Taxes or Landlord Taxes are levied or a levy is attempted against the Project, Landlord and Tenant shall cooperate in good faith to defend and oppose such levy of Taxes or Landlord Taxes.

Section 6.8 Signs or Other Advertising. Tenant shall not place, erect, or maintain or suffer to be placed, erected or maintained on any doors or any surface or location visible from the outside or on any roof of any Improvements, building or structure on the Property or any vestibule, any sign, lettering, video screen, message board, billboard, decoration or advertising without first obtaining Landlord's written consent, which Landlord may not unreasonably withhold. Tenant, with the approval of the Landlord, shall design, locate and install monument signage on the Property. Tenant shall prepare plans, drawings and specifications for such monument signage and any signage which Tenant proposes to locate on the Property for review and approval by Landlord. Tenant shall not propose the installation of any sign on the Property unless the sign relates solely to the Permitted Use of the Project. All Tenant signage shall be designed, constructed, installed and at Tenant's sole cost and expense.

Section 6.9 Parking. Following Substantial Completion of the Project and at any time during the Term that the Project are occupied by Eligible Residents, Landlord agrees to grant Eligible Residents the same level of access to parking spaces located on areas of the Campus other than the Property as is generally available to other students on the Campus in no less proximate or desirable locations than other students on Campus (except as the result of seniority or payment for any premium parking offered). Landlord shall have (a) the exclusive and absolute right to establish the terms and conditions of the access to, occupancy and use of parking spaces on the Property and at other locations on Campus; and (b) the

exclusive right to establish, set, receive and collect the rent, rates, fines, fees and charges to be imposed for the use of such parking spaces; provided that Landlord shall not charge Eligible Residents more for the use of such parking spaces than other students residing on Campus. Parking spaces on the Property available to Eligible Residents will be operated and maintained by the Landlord consistent with its plan for development and operation of a parking and transportation system for the Campus.

Section 6.10 Allocation of Responsibility and Provision of Services. The following provisions provide an outline of the responsibilities for the delivery of certain services to the Project.

(a) Security. Landlord and Tenant agree that, as the agency of primary jurisdiction, College Department of Safety and Security is responsible for all law enforcement activity including enforcement of law and College policies on the Campus and the Project. Tenant shall be responsible for providing routine, day-to-day security. No later than thirty (30) days before the date of Substantial Completion, Tenant and Landlord shall develop protocols and systems to facilitate entry of police and/or security forces to the Project in exigent circumstances. Tenant shall obtain all permits and governmental authorization to install and operate all security systems and equipment at the Project. Tenant shall provide copies of Tenant's periodic security reports regarding the Project and shall permit reasonable direct communication between Tenant's representatives and Landlord's security department in accordance with applicable Laws. The Parties shall cooperate and coordinate in the development of procedures and communication protocols to accomplish security measures and actions to address threats to health and safety of residents.

(b) Surveillance. Landlord has provided information to Tenant with respect to equipment, systems, policies, and procedures in use on Landlord's campus that is utilized for surveilling the campus, recording, storing and retrieving images. Tenant is responsible for the cost of procuring, installing, maintaining, and monitoring the Project's security camera system utilized for surveilling the interior, all common areas, and exterior perimeter of the Project, as well as the cost to provide a feed to Landlord that permits Landlord to have access to such surveillance data and to store and retrieve surveillance data on Landlord's master system. The Project's security camera system shall be compatible with, and accessible by, the current College's security system. The security camera system shall be equivalent to current College security camera systems,. Tenant is responsible for coordinating with College security department for placement of the Project's security cameras. Representatives of Landlord shall be permitted access to all security cameras for purposes of inspection and retrieval of relevant surveillance footage as required for the performance of its duties with respect to providing law enforcement services at the Campus. The Parties shall establish a communication protocol for the coordination of security information and availability of images from security cameras.

(c) Registration and Other Services. Tenant shall be responsible for the administration of Eligible Resident and guest registration procedures, student identification, front desk operations at the Project. Tenant shall be responsible for installing, maintaining, and monitoring access and entry to the Project and activities therein.

(d) Tenant Policies & Procedures. No later than 60 days prior to Substantial Completion, Tenant shall provide the Management Committee with a complete set of its policies and procedures relating to the rental program, including, but not limited to, its move-in policies, damage policies and security deposit policies for its review and approval, not to be unreasonably withheld, qualified or delayed. The Parties will re-visit Tenant's policies and procedures from time to time to address any material increases in complaints related thereto, to review any proposed major changes in the policies and procedures, and to ensure the policies and procedures reflect industry standard practices. Tenant shall provide clear and adequate communication regarding its policies and procedures to Eligible Residents for the purpose of ensuring Eligible Residents are well-informed of the same.

(e) Fire Alarm System. Tenant at its expense shall install, maintain, and operate a Class B addressable fire monitoring system within the Project that shall be monitored by Tenant's third party alarm monitoring service provider. The installed system shall also be capable of simultaneously signaling College security through a connection to Landlord's campus monitoring system.

(f) Landlord and Tenant may agree to make changes to the nature, scope, and allocation of services provided to the Project or other matters described in this Section 6.9, from time to time, without the need to amend this Amended Lease. Such changes shall be set forth in writing and signed by both parties.

ARTICLE 7. OPERATIONS AND MANAGEMENT COMMITTEE

Section 7.1 Management Committee.

(a) The Parties hereby create a Management Committee (the "Management **Committee**") for the purposes of facilitating the exchange of information between the Parties relating to this Amended Lease and the Management Agreement. The Management Committee shall be composed of five (5) members, as follows: two (2) persons designated by Landlord and two (2) persons designated by Tenant and one person designated by Landlord and Tenant jointly. Except as otherwise provided herein, the Management Committee shall render advice to Tenant relating to Tenant's performance of its obligations under this Amended Lease. The Management Committee shall also render advice to the Tenant or Manager, as the case may be, regarding their respective obligations under the Management Agreement.

(b) Landlord shall designate one of its representatives to serve as the Chair of and preside over meetings of the Management Committee. The chair shall have such other duties and responsibilities as may be determined by the Management Committee. Tenant shall designate one of its representatives to serve as Vice Chair.

(c) The Management Committee shall meet not less often than every calendar quarter during the term of this Amended Lease. The regularly scheduled meeting held during the Fall academic semester, but no later than November 1, shall be the "**Annual Meeting**" with respect to the following Annual Period. All meetings shall be at the Campus unless the Parties mutually agree to a different location; provided members of the Management Committee shall be permitted to attend any meeting by video conference. The Parties will establish a procedure for the scheduling, conduct and documentation of meetings of the Management Committee. Matters that come before the Management Committee will be decided by Tenant consistent with this Amended Lease after good faith consideration of Landlord's comments and position.

(d) The Parties agree that the participation of Landlord's representatives in meetings of the Management Committee and their consideration, approval or acceptance or non-acceptance of matters that come before the Management Committee will not diminish or otherwise affect the obligation of Tenant to design, construct, manage, maintain, repair, rehabilitate, replace and renovate the Project in accordance with the requirements of this Amended Lease or to impose any obligations, requirements, duties or liabilities upon Landlord.

Section 7.2 Annual Plan and Annual Budget.

(a) Annual Plan.

(i) The Annual Plan shall be prepared by Tenant and describe in detail the plan and schedule for the performance of Tenant's and Landlord's obligations relating to operation,

maintenance and repair of the Project during the applicable Annual Period. Tenant shall submit a proposed Annual Plan to the Management Committee for review, comment and approval, not later than June 15 of the calendar year immediately preceding each Annual Period, or such other date mutually agreed upon by the Parties, commencing June 15, ~~2025~~2024.

(ii) Each Annual Plan shall include, at the request of Landlord, changes adopted and uniformly enforced by Landlord for the entire Campus with respect to any policies, rules and regulations of Landlord, staffing levels, proposed staff training (whether by Tenant or a third-party contractor), the schedules for completion of capital asset maintenance and capital projects on an 18-month advance basis, and the proposed disbursements from the Repair and Replacement Account and determine the necessary funding for the Repair and Replacement Account for the next two (2) operating years, changes to facilities management, Eligible Resident satisfaction and retention measurements, changes to student and guest conduct regulations, changes to insurance policies and risk management programs, changes to privacy and security programs and other programs or activities in performance and fulfillment of Tenant's obligations under this Amended Lease and the Management Agreement.

(b) Annual Budget. Tenant shall submit a proposed Annual Budget to the Management Committee during the Lease Term not later than thirty (30) days prior to each Annual Period, or such other date mutually agreed upon by the Parties, commencing with the first Annual Period following the Effective Date. Each Annual Budget shall contain line items for (i) proposed Rental Rates, charges, fees and other projected revenues; (ii) the proposed inventory capacity for beds; (iii) proposed Operating Expenses of the Project (including debt service); (iv) proposed use of reserves from the Reserve Accounts, if applicable; (v) any additional proposed funding for the information technology component for the Project; (vi) Capital Expenses; (vii) acquisition of furniture, fixtures and equipment; and (viii) the funding of any change requested by Landlord. Each Annual Budget shall additionally include sufficient information to explain the basis for the budgeted Operating Revenues, Operating Expenses and Capital Expenses.

(c) Rental Rates. Tenant shall propose Rental Rates for Eligible Residents (other than residents who are maintenance and security personnel, community assistants, residence assistants or other faculty or staff of the Landlord or the Tenant) at a level sufficient to, among other things, (i) maintain the maximum practicable occupancy and use of the Project during the annual period, (ii) satisfy the applicable debt service payments, reserve requirements, Operating Expense requirements and other financial obligations, and (iii) all while operating, maintaining and repairing the Project in accordance with Tenant's obligations and the requirements of this Amended Lease; provided, however, Rental Rates shall not increase by more than 3% in any Annual Period (the "***Ceiling Adjustment***"), plus any actual increase in Uncontrollable Expenses over the prior Annual Period. The Rental Rates for the first Annual Period shall be agreed to by Landlord and Tenant. Initially Eligible Residents shall be offered ten (10) month leases; provided, however, if requested by Landlord, Tenant shall work with Landlord to develop a plan for Rental Rates for two semester leases for Eligible Residents attending the College and for Eligible Residents who will graduate at the end of the fall semester. Tenant shall conduct market rental rate benchmarking every five (5) years using the Palatka market and decrease Rental Rate, as necessary, to be not greater than market rates taking into consideration with respect to comparable housing, factors such as, without limitation, occupancy rates, size, condition and age of facilities, utilities costs and other expenses, furniture, fixtures and equipment, interior and exterior finishes, available amenities, relevant rental adjustment factors, such as exclusion of rent-controlled and/or subsidized housing projects/units, if applicable, and unit size and mix, and shall decrease Rental Rate, as necessary, to be not greater than market rates, ***provided that***, in no event shall Tenant be required to reduce Rental Rates below: (i) an amount necessary to achieve the minimum Debt Service Coverage set forth in Tenant's Financing Documents (or 1.20x, if Tenant's Financing Documents do not set for any Debt Service Coverage covenants), or (ii) the initial Rental Rates.

(d) Budget Modification. From time to time during or in respect to an Annual Period, the Tenant shall have the right to modify the Annual Budget based upon changed circumstances not reasonably foreseeable and beyond the control of Tenant, which modification shall be subject to review and approval of the Management Committee. The Annual Budget, as so modified, shall be the Annual Budget for such Annual Period. It shall not be necessary to amend this Amended Lease solely for purposes of modifying the Annual Budget as set forth in this paragraph.

(e) Other Information. The Parties shall exchange any additional information that may be reasonably requested by Tenant, Landlord, or the Management Committee relating to the status of the Project.

Section 7.3 Financial Statements, Access to Tenant's Books, and Audits.

(a) Within ninety (90) days following the close of the Annual Period during the Term of this Amended Lease and also within sixty (60) days following the expiration or early termination of the Lease Term, Tenant shall provide to Landlord and the Management Committee unaudited balance sheet, income statement, cash flow statement all prepared on an income tax basis, or any other basis proposed by Tenant and reasonably acceptable to Landlord. Such statements shall present fairly the financial position and results of the operations of the Project. In addition, the Tenant shall provide, at Tenant's sole cost and expense, a calculation of the Net Operating Surplus.

(b) Tenant shall keep, or cause to be kept, accurate, full and complete books and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Project.

(c) Landlord may, at its option and at its own expense and during customary business hours, conduct audits of the books, records and accounts of the Project. Audits may be made on either a continuous or a periodic basis, or both, and may be conducted by employees of Landlord, or by independent auditors retained by Landlord. All such audits shall be conducted without materially or interrupting or interfering with the normal conduct of business affairs by Tenant.

ARTICLE 8.

ALTERATIONS OR IMPROVEMENTS BY TENANT

Section 8.1 Alterations. During the period from Substantial Completion of the Project through the expiration or early termination of this Amended Lease, but subject to the terms, conditions and requirements and restrictions set forth in this Amended Lease, (a) without the prior written consent of Landlord or the Management Committee, Tenant is permitted to make non-structural changes, improvements, modifications, and additions to the interior space of the Project, the rooftop equipment, Building Systems, exhaust, fans, back-up generators and other building service equipment that are described in an approved Annual Budget and Annual Plan or the then current Repair and Replacement Schedule or are replacements which are the same or substantially the same and in the same location as the equipment being replaced, or are alterations that are required to address life safety issues or to comply with applicable Laws, and (b) with the approval of Landlord, Tenant shall have the right to make structural and non-routine alterations to the Improvements and other elements, facilities and areas of the Project, provided, however that Tenant shall have no right at any time to expand the Project or construct new buildings, structures, facilities or other improvements except as provided herein with respect to the replacement of damaged or destroyed facilities. Tenant shall obtain all Governmental Authorizations, pay all costs, expenses and charges thereof and perform all work in a diligent, safe, good and workmanlike manner and in compliance with the requirements of this Amended Lease and the Standards and any easement agreement, license agreement or other agreement to which Landlord or Tenant are parties. Tenant shall not

make, nor permit to be made, any alterations that would (i) constitute a Significant Change; (ii) permanently increase or decrease, in any material respect, the number of Eligible Residents that may be housed in the Project; (iii) result in the installation of signage on the Project or any Improvement not otherwise approved by Landlord; or (iv) involve or affect any improvement, structure or installation outside the Property. Landlord shall have forty-five (45) days or longer period of time reasonable under the circumstances to (y) review such requested changes requiring Landlord's approval pursuant to this Section 8.1, together with all related plans, specifications, drawings, budgets, schedules and related details and documents and (z) approve or disapprove the proposed plans. If Landlord disapproves Tenant's proposed alteration, then Tenant shall have thirty (30) days to address Landlord's comments and objections.

ARTICLE 9.

REMOVAL OF PERSONALTY AND OTHER PERSONAL PROPERTY FROM THE IMPROVEMENTS

Section 9.1 Personalty. All Personalty shall remain the property of Tenant and may be removed by Tenant prior to the expiration or early termination of this [Amended](#) Lease; provided, however, that any Personalty which Landlord requests remain at the Project pursuant to a written notice delivered to Tenant prior to the expiration or early termination of this [Amended](#) Lease shall be transferred to and become the property of Landlord on the expiration or early termination of the term hereof and shall not be removed from the Project. If Tenant fails to timely remove any Personalty from the Project that Landlord has not requested remain within thirty (30) days after the expiration or early termination of this [Amended](#) Lease, Landlord may dispose of such Personalty or elect to take ownership of such Personalty.

Section 9.2 Fixtures. All Building Systems, lighting fixtures, Utility Lines, and other installations and construction to be furnished or performed by Tenant constituting a fixture to the Project shall be transferred to and become the property of Landlord on the expiration or early termination of the term of this [Amended](#) Lease and shall not be removed from the Project.

Section 9.3 Project Removal. Provided that Tenant has achieved Substantial Completion of the Project pursuant to the terms of this [Amended](#) Lease and has maintained the Project as required by this [Amended](#) Lease, including with respect to the restoration of the Project after a casualty event or condemnation event as required by this [Amended](#) Lease, Tenant shall not be required to remove any building or structure comprising the Project from the Property or demolish it at the expiration or earlier termination of this [Amended](#) Lease.

ARTICLE 10.

ACCESS TO PROPERTY

Section 10.1 Access. Landlord has free access to the Project elements and facilities at all reasonable times for the performance of any of its obligations or activities or exercise of its rights hereunder, including the right to examine or inspect any Improvement or area of the Project; provided that Landlord shall not unreasonably interfere with the operations of the Project and shall comply with Tenant's reasonable instructions. Notwithstanding the foregoing, Landlord shall provide no less than twenty-four (24) hours prior notice to Tenant prior to such entry. Tenant shall have the right to have a representative designated by Tenant accompany Landlord's agents and employees on any such examination or inspection. If a representative of Tenant is not present to open and permit entry into the Project at the time when such entry was requested by Landlord, Landlord may enter without liability to Landlord. During any Event of Default, Landlord may in its discretion, but with prior notice to Tenant, access the Project at its own expense for the purpose of finishing construction, correcting defects or deficiencies or making any alterations or repairs to the Project which Tenant is obligated to make but which it has failed or refused (beyond any applicable notice and cure period) to make in accordance with this [Amended](#) Lease. Such action shall not

be deemed an eviction or disturbance to Tenant or any tenant, lessee or licensee of Tenant nor shall Tenant or any third party be allowed any abatement of Base Rent or damages, costs or reimbursement for any injury or inconvenience occasioned thereby.

Section 10.2 Emergency. In the event of an emergency or in the event Landlord has specific concerns regarding safety or security of persons or property, on or off the Property, Landlord shall have access to the Project at all times and upon reasonable oral or other communication to the Tenant to the extent practicable under the circumstances to address such concerns. Landlord has no obligation to provide any services which Tenant is obligated to provide or to make any alterations or repairs to the Property or the Project, including in the event of an emergency. Landlord and Tenant acknowledge and agree that nothing in this [Amended](#) Lease is intended to diminish or affect Landlord's rights to access the Property under applicable Laws or the College Standards as a provider of safety and security services to the Project.

ARTICLE 11. ALL MAINTENANCE AND REPAIRS BY TENANT

Section 11.1 General Obligations. Tenant shall be responsible for performing the Tenant Services, at its expense, during the Lease Term. Tenant will have the right at any time to self-perform or contract with Landlord and/or third parties for the performance of any of the Tenant Services.

Section 11.2 Repair and Rehabilitation; Maintenance.

(a) Tenant will develop and implement a Repair and Replacement Schedule for the performance of the Tenant Asset Management Services. The Repair and Replacement Schedule shall be prepared and implemented consistent with Good Industry Practice and describe the useful life and residual life of such assets, systems, fixtures, furniture and equipment and the nature, scope, timing and cost of foreseeable future repairs, rehabilitation, replacements, renovation and capital improvements through the Lease Term. The Repair and Replacement Schedule may be amended from time to time by Tenant in its reasonable discretion; provided, however, that proposed amendments which affect the repair or replacement schedule with respect to assets, systems, fixtures, furniture and equipment with a value, individually or in the aggregate greater than \$100,000 shall be considered material deviations requiring the approval of the Management Committee in accordance with the provisions of Section 7.1. Notwithstanding the foregoing, upon final completion of the Project, the Repair and Replacement Schedule shall be completed by Tenant to conform to such Plans and Specifications with approval of the Landlord. The Repair and Replacement Schedule shall be updated, as needed, as part of the annual preparation of the Annual Plan.

(b) In order to assure funding for the Tenant Asset Management Services, Tenant shall deposit funds as further set forth herein into the Repair and Replacement Account to be utilized solely to fund the Tenant Asset Management Services.

(i) Tenant will deposit into the Repair and Replacement Account annually at such time as Base Rent for the prior Annual Period is due and payable, commencing with the first Annual Period after Substantial Completion of the Project and thereafter through the expiration or earlier termination of this [Amended](#) Lease, a minimum annual amount of not less than \$250/bed in the Project for the performance of the Tenant Asset Management Services with respect to the Project subject to an annual escalation if determined by Tenant consistent with Good Industry Practice to assure the availability of adequate funds, for which the Management Committee may make recommendations (the “**Repair and Replacement Component**”). The Repair and Replacement Component shall be funded by Tenant as an Operating Expense. Amounts deposited into the Repair and Replacement Account may be taken into account to meeting any similar reserve requirements set forth in the Financing Documents, and amounts on deposit in reserves under the Financing

Documents intended to cover the same items, will be deemed to apply toward the amounts required to be deposited in the Repair and Replacement Account.

(ii) Notwithstanding the foregoing minimum amounts, deposits into the Repair and Replacement Account will be in amounts adequate to assure the availability of funds for the performance of the Tenant Asset Management Services in accordance with this [Amended](#) Lease and Good Industry Practice and based on factors including the selected construction method, materials, equipment, and systems incorporated into the Project and the life-cycle repair and replacement program developed, implemented and updated pursuant to an agreed methodology related to the life cycle periods for asset classes.

(iii) Any remaining balance in the Repair and Replacement Account, other than the Required Remainder, shall be released to Tenant upon termination or expiration of this [Amended](#) Lease. The “**Required Remainder**” of the Repair and Replacement Account, shall be an amount equal to the difference, if positive, of (1) the actual then-current balance of the Repair and Replacement Account, and (2) the amount required to pay for the costs to meet the capital expenses set forth in the then current the Repair and Replacement Schedule for the next [three] subsequent Annual Periods following expiration or early termination of the Lease Term.

Section 11.3 Facilities Condition Report. Commencing in the fifth (5th) Annual Period following Substantial Completion of the Project, then again every five (5) years thereafter and at any time upon reasonable request by Landlord based upon evidence of a material concern, Tenant will, as a Project cost, cause a comprehensive facilities condition assessment report to be performed on the Improvements by an independent engineer agreed upon by Tenant and Landlord. The cost of the facilities condition assessment report shall be paid from the Repair and Replacement Account unless Landlord has requested the report without identifying a material concern, in which event the report shall be at Landlord’s cost and expense. The Management Committee, will determine the nature and scope of services and deliverables to be provided by the independent engineer and the schedule, budget and funding by Tenant of its implementation of remedial action in accordance with the requirements of this [Amended](#) Lease to address any defects or deficiencies identified by the independent engineer with respect to any Improvement or the Project; provided, however, that defects or deficiencies identified in the report shall not be addressed in the event the same (a) are scheduled to be addressed during the next Annual Period pursuant to the Repair and Replacement Schedule and (b) are non-essential items that may improve usability of the Improvements but do not impact life safety, security, the welfare of residents, code compliance, or building functionality. Tenant shall, at its cost and expense, promptly fund and perform the work necessary to remedy all such defects or deficiencies, but in any event commence the work within thirty (30) days from the date recommended in the report or on a date as agreed upon by Landlord and Tenant.

Section 11.4 Handback Reserve. Not less than three (3) years prior to the expiration of the term of this [Amended](#) Lease, a facilities condition report shall be prepared by an independent engineer evaluating the condition of the structural elements and Building Systems of the Improvements. The report shall detail the nature, scope, schedule and cost of all work and procurement necessary to assure that such structural elements and Building Systems of the Improvements meet or exceed the condition required by this [Amended](#) Lease for handback to Landlord at the end of the Lease Term. The Management Committee shall coordinate the engagement of the independent engineer, the funding of a handback reserve account (“**Handback Reserve Account**”), the scope and schedule of any repairs and other work identified in the report of the independent engineer and procurement to be performed in accordance with this [Amended](#) Lease during the last three (3) Annual Periods of the Lease Term and the schedule for disbursing funds from the Handback Reserve Account, if necessary. In the event such structural elements and Building Systems do not meet the condition required by Section 2.3 for handback to Landlord at the expiration of

the Lease Term, Landlord shall have the right to perform any repairs, replacements, rehabilitations, and renovations with respect to such structural elements and Building Systems, Landlord shall be reimbursed for all costs and expenses incurred in connection with the completion of such work. Any remaining balance in the Handback Reserve Account after disbursements to Landlord shall be disbursed to Tenant within the later to occur of (a) ten (10) Business Days following the completion of all such approved work by Landlord or (b) forty-five (45) days following the expiration or earlier termination of the Lease Term in the event that Landlord does not perform any such work within thirty (30) days following the end of the Lease Term.

ARTICLE 12. NO REPAIRS BY LANDLORD

Section 12.1 Landlord's Obligations. No duties, obligations or responsibilities are or shall be imposed upon Landlord to monitor, inspect or test any work, service or activity by Tenant or its contractors relating to the design, construction, operation, maintenance or repair of any Improvement of the Project, except as otherwise set forth in this [Amended](#) Lease. Landlord has no duty, obligation or responsibility to Tenant to perform maintenance or make any repairs whatsoever to the Project or any Improvements located on the Property or on the Campus.

Section 12.2 Tenant's Obligations. During the Term of this [Amended](#) Lease, Tenant is responsible for any violations of applicable Laws or Governmental Authorizations at or relating to the Project and the payment of all fines, penalties, sanctions, assessments, and other costs, expenses or fees, including reasonable attorneys' fees unless such violation arises out of or relates to the gross negligence or willful misconduct of Landlord or its employees, contractors or agents. If Tenant becomes aware of any such violations, the presence of Hazardous Materials or other circumstances or conditions which present a foreseeable risk of injury or harm to persons or damage to property on or near the Property, it shall promptly inform and confirm by written notice to Landlord. Subject to the terms of Section 32, Tenant shall prepare and submit to Landlord a remedial plan to address any such violation or condition and prevent the re-occurrence of similar violations.

ARTICLE 13. DEFAULT

Section 13.1 Events of Default. This [Amended](#) Lease is made upon the condition that Tenant shall fully, punctually and faithfully perform all of the obligations, covenants and agreements to be performed by it as set forth herein. If any of the following events shall occur, Tenant is deemed to be in default of this [Amended](#) Lease ("Default" or an "Event of Default"):

(a) Any payment of Rent required to be paid by Tenant pursuant to this [Amended](#) Lease is at any time in arrears and unpaid within thirty (30) days after receipt of written notice by Landlord that such amount is past due;

(b) Any breach, non-performance or default by Tenant beyond all applicable notice and cure periods under any Binding Agreement;

(c) Any breach or default on the part of Tenant in the observance or performance of any of the material terms, covenants, agreements, conditions or provisions of this [Amended](#) Lease, and such breach or default continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant; provided, however, that if such breach or default is of a nature that it cannot reasonably be cured within such thirty (30) day period, then Tenant shall have such time as is reasonably required to cure such breach or default; provided that the period to cure such breach or default shall not exceed one hundred twenty (120)

days in the aggregate and, provided further, that Tenant commences the cure within such thirty (30) day period following notice thereof and continues thereafter to diligently pursue completion of such cure;

(d) Tenant fails to operate, maintain, repair, rehabilitate and renovate all or any portion of the Project such that it is safe and secure for occupancy by Eligible Residents and other tenants, lessees or licensees and any such condition, occurrence or failure continues for a period of ten (10) days after written notice by Landlord to Tenant;

(e) Tenant fails to maintain all Governmental Authorizations necessary for the construction, management, use, maintenance, repair or rehabilitation of the Project and such breach or default continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant; provided, however, that if such failure is of a nature that it cannot reasonably be cured within such thirty (30) day period, then Tenant shall have such time (but without a modification of the Project Baseline Schedule) as is reasonably required to cure such breach or default; provided that the time period to cure shall not exceed one hundred twenty (120) days and, provided further, that Tenant commences the cure within such thirty (30) day period following notice thereof and continues thereafter to diligently pursue completion of such cure;

(f) Tenant fails to timely procure and maintain and cause its contractors to procure and maintain at all times the policies of insurance, surety bonds and any other payment or performance security required by this Amended Lease, and such failure continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant;

(g) Tenant fails to achieve Substantial Completion of any Improvement or the Project by the Substantial Completion Deadline, unless Tenant is then diligently prosecuting the construction work to Substantial Completion and providing replacement housing;

(h) Any trustee, receiver or liquidator of Tenant is appointed and an action, suit or proceeding is instituted by or against Tenant and such preceding or action has not been dismissed within sixty (60) days after such appointment;

(i) Any material representation or warranty of Tenant made in this Amended Lease, or in any document submitted by Tenant to Landlord hereunder fails to be correct in any material respect on the date made or deemed made and same is not cured within fifteen (15) days of receipt of written notice by Landlord thereof;

(j) A transfer under either Section 15.1 or 15.2 is made without the prior written consent of Landlord or a transfer is made without compliance with Section 15.3; or

(k) Abandonment of the construction or operation of the Project for fifteen (15) consecutive days and the failure of Tenant to resume construction or operation of the Project within five (5) days after notice by Landlord.

Section 13.2 Notice and Remedies During Tenant's Default. Upon the occurrence and during the continuance of an Event of Default by Tenant, Landlord shall be entitled to exercise any one or more or all of the following remedies at its discretion: (i) commence proceedings against Tenant for damages and collect all sums or amounts with respect to which Tenant may then be in default and are accrued up to the date of termination of this Amended Lease (including amounts due under the provisions which survive such termination); (ii) commence proceedings against Tenant under the provisions of this Amended Lease for holdover obligations of Tenant, if any; (iii) bring an action for specific performance, including to require Tenant to document the conveyance and transfer set forth in this Amended Lease; (iv) terminate this

[Amended](#) Lease subject to the provisions of Section 13.6, and reenter the Project and take possession thereof; or (v) exercise any other right or remedy available at law or in equity. In addition to the rights and remedies described above, if the Event of Default is described under Section 13.1(j), without payment or other compensation the Architect Agreement and the Construction Contracts and finish the design and construction of the Project in accordance with the then existing budget for the Project, as modified by the terms of any Binding Agreements or any prior change orders properly adopted by Tenant in connection therewith.

Section 13.3 Landlord's Optional Cure Rights. In addition to other rights of Landlord upon an Event of Default, Landlord shall have the right, but not the obligation, to cure the act or failure constituting such Event of Default for the account and at the expense of Tenant. All reasonable costs or expenses incurred by Landlord, including reasonable attorneys' fees, shall be considered Additional Sums and shall be paid by Tenant to Landlord upon written demand. To the extent practicable Landlord shall provide Tenant with five (5) days written notice prior to commencing the cure of any Default, provided, however no such notice shall be required (i) for action to address an emergency, any relief, safety or security concern or exigent circumstances; or (ii) if Tenant's Default would potentially result in the imposition of a lien or the issuance of a tax sale certificate. If Landlord has already terminated this [Amended](#) Lease, Landlord's cure, or attempt to cure, any act or failure constituting a Default by Tenant shall not require notice and shall not result in a waiver of such termination or any other right or remedy by Landlord.

Section 13.4 Performance by Landlord of Tenant's Obligation; Interest. In addition to other rights of Landlord upon an Event of Default, if Tenant at any time fails to pay any Taxes or fails to make any payment or perform any act required by this [Amended](#) Lease to be made or performed by it or which results in an Event of Default, Landlord, without waiving or releasing Tenant from any obligation, liability or Default under this [Amended](#) Lease, shall have the right at its discretion (but shall not be obligated to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys fees, shall accrue interest at the Default Rate from the date paid or incurred by Landlord and shall constitute Additional Sums payable by Tenant under this [Amended](#) Lease and shall be paid by Tenant to Landlord upon written demand.

Section 13.5 Waiver. Each Party waives and releases the other Party hereto from any claims and/or liability for any special, consequential, incidental, indirect or punitive damages arising out of or in connection with the Project or this [Amended](#) Lease, excepting to the extent that it might be characterized as special, consequential, indirect or punitive damages, any express remedy set forth herein for the payment of liquidated damages or other amounts.

Section 13.6 No Damages. Tenant shall not seek an award of damages or the return of any amounts paid by Tenant in connection with Landlord's exercise of any of its rights or remedies.

Section 13.7 Landlord Events of Default. If any of the following events shall occur, Landlord is deemed to be in default of this [Amended](#) Lease ("Landlord Default" or a "Landlord Event of Default"):

(a) Any breach or default on the part of Landlord in the observance or performance of any of the other material terms, covenants, agreements, conditions or provisions of this [Amended](#) Lease, and such breach or default continues for sixty (60) days after written notice thereof by Tenant in writing to Landlord; provided, however, that if such breach or default is of a nature that it cannot reasonably be cured within such sixty (60) day period, then Landlord shall have such time as is reasonably required to cure such breach or default; provided that Landlord commences the cure within sixty (60) days following notice thereof and continues thereafter to diligently pursue completion of such cure.

Section 13.8 Notice and Remedies During Landlord's Default. Landlord shall have the time period set forth in Section 13.7, to cure such Landlord Default after Tenant delivers a notice of the Landlord Default. Upon the occurrence and during the continuance of an Event of Default by Landlord, Tenant shall be entitled to exercise any one or more or all of the following remedies: (i) Tenant may terminate this Amended Lease; (ii) exercise Tenant's right to have any leases between Landlord and Eligible Residents and any other Person assigned from Landlord to Tenant; (iii) bring an action for specific performance or (iv) take whatever steps are necessary in Tenant's reasonable opinion to cure the default, and the costs of any such actions taken by Tenant shall be payable by Landlord to Tenant upon demand. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant written notice of claim for reimbursement, then, without limitation, said amount may be set off and deducted by Tenant from the next or any succeeding installment payments of Additional Sums due and payable hereunder by Tenant to Landlord.

ARTICLE 14. DAMAGE AND DESTRUCTION

Section 14.1 Damage. Tenant agrees to provide and maintain all insurance coverage as required in this Amended Lease. In the event that any Improvement, element or component of the Project is damaged ("Damage"), Tenant shall give notice to Landlord within five (5) Business Days following the date of such Damage. Within ninety (90) days, or such shorter period as is reasonable under the circumstances, following any Damage, Tenant shall commence work necessary to repair all Damage at its cost and expense; provided that Tenant may elect, in its sole discretion, to utilize other means of financing such work prior to receipt of the insurance proceeds. In addition, Tenant may use any funds then on deposit in the Repair and Replacement Account to fund the repairs; provided, however, to the extent such funds are used to fund the repairs, such funds shall be reimbursed in full from the insurance proceeds upon receipt thereof. Repairs, restoration, rebuilding, rehabilitation, and replacements to address Damage shall be made in accordance with the requirements of this Amended Lease relating to design and construction work and Plans and Specifications approved by Landlord. Tenant shall be entitled to adjust, collect and compromise, in its sole discretion, all claims under any applicable insurance policies carried by Tenant and to execute and deliver all necessary proofs of loss, receipts, vouchers and releases required by the insurers consistent with its obligation to repair, restore and rebuild the Project. Tenant shall use any such proceeds exclusively for repair of Damage, with any excess paid to Tenant or the Leasehold Mortgagee. Notwithstanding the foregoing, if (i) the cost of repairing or reconstructing any Improvement, element or component of the Project to substantially the same condition as existed prior to such damage or destruction is in excess of forty percent (40%) of the replacement cost of the Project and (ii) such damage or destruction occurs at any time after the commencement of the twenty-fifth (25th) Annual Period, either Party shall have the right to terminate this Amended Lease upon written notice to Landlord within sixty (60) days following the date of such Damage, in which event both Parties shall be relieved of and from any liability hereunder, except those which accrued up to the time of such termination, including the obligation of Tenant to provide Landlord with any insurance proceeds for the repair of the Damage or demolition of any Improvement that is not repaired and the removal of debris related to the Damage, and any obligations which expressly survive such termination.

ARTICLE 15. ASSIGNMENT AND SUBLETTING; CHANGE IN OWNERSHIP

Section 15.1 General Prohibition.

(a) **Tenant.** Tenant shall have the right at any time to make a Permitted Transfer and a Permitted Project Transfer without the prior consent of Landlord. Other than with respect to a Permitted Transfer and a Permitted Project Transfer, Tenant shall not have the right to transfer any interest in the

Project or in or under this [Amended](#) Lease without the prior written consent of Landlord. Unless Tenant has obtained Landlord's written consent prior to a transfer other than a Permitted Project Transfer and a Permitted Transfer, such transfer shall be null and void and an Event of Default.

(b) **Landlord.** Landlord shall not have the right at any time to assign (whether by operation of law or otherwise) any rights granted by this [Amended](#) Lease or sublet any interest of Landlord in all or any portion of the Property, or any Improvements, facility or building comprising the Project, without the prior written consent of Tenant, except as otherwise expressly set forth herein or in connection with an assignment or transfer of all or substantially all of Landlord's interests in the Property, the Improvements and any facility or building comprising the Project.

Section 15.2 Change in Ownership of Tenant. Tenant and its Tenant Members shall have the right at any time to make a Permitted Ownership Transfer without the prior consent of Landlord. Except with respect to a Permitted Ownership Transfer, each of the following shall be deemed an Ownership Transfer which shall be prohibited and an Event of Default without the prior written consent of Landlord within thirty (30) days following receipt of written request from Tenant: (a) the Tenant Member ceases to own, either directly or indirectly the majority of the membership interests in Tenant; (b) the Tenant Member is dissolved; (c) the Tenant Member or Tenant is merged, consolidated, liquidated, or sells all or substantially all of its assets; (d) there is a Change in Control of Tenant Member or Tenant, (e) the occurrence of an assignment, transfer or conveyance of assets, properties, rights or interests of Tenant or Tenant Member for the benefit of creditors or by operation of law; or (f) in connection with a proposed Ownership Transfer, Tenant Member or Tenant will not be owned or managed by a Person meeting the requirements of a Qualified Purchaser after giving effect to such Ownership Transfer. In the event that Landlord fails to give notice to Tenant that Landlord withholds consent to the Ownership Transfer within said 30-day period, Landlord shall be deemed to have consented to such proposed Ownership Transfer. Unless Tenant has obtained Landlord's written consent or deemed consent prior to such an Ownership Transfer, such an Ownership Transfer shall be null and void and an Event of Default.

Section 15.3 Qualified Purchaser Right of First Refusal. Subject to Landlord's right of first refusal set forth in this Section 15.3, Tenant shall have the right to sell its interest in this [Amended](#) Lease to a Qualified Purchaser effective as of (i) with Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, during the period following Stabilization of the Project and prior to the fifth (5th) anniversary of the date of Substantial Completion of the Project (the "Post-Stabilization Period"), and (ii) without Landlord's consent, following the fifth (5th) anniversary of the date of Substantial Completion of the Project. In the event that, Tenant receives a term sheet or letter of intent to purchase its interest in this [Amended](#) Lease with closing to occur either following Stabilization or the fifth (5th) anniversary of the date of Substantial Completion of the Project, as applicable, and if Tenant desires to accept such term sheet or letter of intent, Tenant shall provide Landlord in writing with all material terms and conditions of the term sheet or letter of intent and, all documentation necessary to confirm the proposed transferee's status as a Qualified Purchaser (collectively, the "**Transfer Notice**"). If Landlord (i) reasonably disputes whether the proposed transferee is a Qualified Purchaser, and/or (ii) solely with respect to the Post-Stabilization Period, Landlord reasonably refuses to consent to the proposed Transfer, then Landlord must notify Tenant thereof within forty-five (45) days after receiving the Transfer Notice or the proposed transferee will be deemed a Qualified Purchaser (and Landlord's required consent shall be deemed given if the Transfer Notice relates to a Post-Stabilization Period Transfer). In the event Landlord determines that the proposed transferee is a Qualified Purchaser, and, during the Post-Stabilization Period, if applicable, gives its consent to such Qualified Purchaser as a proposed transferee, Landlord shall have forty-five (45) days after receiving the Transfer Notice during which to (i) notify Tenant in writing whether it will agree to purchase the interest described in the Transfer Notice on the terms and conditions stated therein (except as to the closing date, which shall be as set forth herein) and (ii) deliver to Tenant a letter in

which the chief financial officer of Landlord certifies that (a) the purchase of the interest described in the Transfer Notice on the terms and conditions stated therein will be in accordance with debt guidelines of Landlord and (b) Landlord has the bond capacity or other financial capability to purchase and finance the interest described in the Transfer Notice for the price set forth therein (collectively, the “**Initial Required Notices**”). If Landlord fails to timely deliver the Initial Required Notices to Tenant or declines to exercise its purchase right under this Section 15.3, then Landlord shall be deemed to have waived its purchase right under this Section 15.3 with respect to the applicable Transfer Notice and Tenant may proceed with the proposed Transfer for a price not less than the price set forth in the Transfer Notice and upon terms not materially more favorable to the transferee than the terms set forth in the Transfer Notice and upon the closing of such transfer, Tenant shall provide Landlord copies of the documents relating to the transfer including a written assumption by the proposed transferee of all of Tenant’s obligations under this [Amended Lease](#) arising from and after the effective date of the transfer. If Landlord timely delivers the Required Notices to Tenant, Landlord and Tenant shall close such purchase on a mutually agreeable date no later than one hundred twenty (120) days following Landlord’s receipt of approval by the Board of Trustees. In the event that Landlord shall fail to close on such purchase for any reason other than an Event of Default by Tenant hereunder, Tenant shall be entitled to proceed with the proposed Transfer or pursue the right of specific performance with respect to the Landlord. If Landlord waives (or is deemed to waive) its right of first refusal pursuant to this Section 15.3 with respect to a proposed Transfer, Landlord shall provide a recordable release of such right of first refusal as to the Transfer in a form generally acceptable to title insurers in the State of Florida.

Section 15.4 Notice of Intent to Market. Without limitation of the foregoing, Tenant shall provide written courtesy notice to Landlord of Tenant’s intent to market and sell the Project prior to initially publicly listing the Project for sale.

ARTICLE 16.

MECHANICS AND MATERIALMEN'S LIENS

Section 16.1 Liens. Tenant shall not create, permit or suffer any mechanics or materialmen's liens or other liens to be filed against any Improvement or area of the Project, the Property or any portion of the Campus by reason of any work, labor, services, equipment, supplies, materials or items performed or furnished or related to the design, construction, maintenance, repair or replacement of the Project during the Term by Tenant or its Contractors or vendors. If any such lien, other lien or any notice of intention to file a lien shall at any time be filed or recorded against all or any portion of the Property, Tenant’s Leasehold interest in the Property or the Project, Tenant shall at Tenant’s cost, within ten (10) days after the Tenant obtains knowledge (including by notice to Landlord) that such lien or other document has been filed or recorded, commence and diligently pursue the removal or discharge of record of such lien or notice by payment, bond, order of a court of competent jurisdiction or otherwise; provided that Tenant shall have the right to contest any such lien in accordance with Florida law.

Section 16.2 Landlord Rights. If Tenant fails to remove or discharge any such lien or any notice of intention to file a lien within the prescribed time set forth herein, then in addition to any other right or remedy of Landlord, Landlord shall have the right in its discretion to procure the removal or discharge of the same by payment or bond or otherwise. Any cost, expense, fee or other amount paid by Landlord for such purpose, including reasonable attorneys’ fees, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Sums upon Landlord’s written demand.

Section 16.3 No Waiver. Nothing contained in this [Amended Lease](#) shall be construed as a waiver, consent or agreement on the part of Landlord to subject Landlord’s estate in the Property or interest in the Project or any Improvement to any lien, encumbrance or liability arising out of construction,

operation, maintenance, repair, rehabilitation, replacement, alteration, use or occupancy of the Project by Tenant, its contractors and its subtenants. Tenant covenants and agrees to give any required notices or disclosures to Tenant's contractors advising that Landlord's interest in the Property and Project is not subject to liens arising from Tenant's design, construction, operation, maintenance, repair, replacement, alteration, use or occupancy of Improvements, facilities, buildings or structures on the Property or arising from any goods or services furnished, provided or performed by any contractor.

ARTICLE 17. LEASEHOLD ENCUMBRANCES

Section 17.1 Leasehold Encumbrances. During the Lease Term, subject to the terms of this [Amended](#) Lease, Tenant has the right to pledge, hypothecate or otherwise encumber from time to time its Leasehold interest under this [Amended](#) Lease as security for one or more Funding Agreements the proceeds of which are used for the purpose of funding the performance and satisfaction by Tenant of its obligations under this [Amended](#) Lease and/or to refinance prior Project Debt. Except to the extent expressly agreed to in writing by Landlord, no such Funding Agreement or any extension, renewal, re-financing or replacement thereof obtained by or on behalf of Tenant shall impose any obligation or liability whatsoever on Landlord or attach to, encumber or otherwise affect Landlord's interest in the Project, the Campus or the Property. The sole recourse of any Leasehold Mortgagee shall be against Tenant and Tenant's interest in the Project and Tenant's Leasehold interest under this [Amended](#) Lease. The underlying fee simple title to the Property and Landlord's reversionary interest in the Project shall not be mortgaged or encumbered by Tenant. All loans secured by Tenant's interest in the Project and this [Amended](#) Lease shall be paid in full, and any Leasehold Mortgage shall be cancelled, released and discharged at or before the expiration or earlier termination of the Term, including in connection with Landlord's exercise of the Buyout Option.

Section 17.2 Secured Party. If, from time to time, Tenant or Tenant's successors and assigns shall either encumber the leasehold estate created by this [Amended](#) Lease and/or Tenant's interest in the Project with a **Leasehold Mortgage** and if the **Leasehold Mortgagee** delivers to Landlord an executed counterpart of such Leasehold Mortgage, together with each assignment thereof certified by such Leasehold Mortgage to be true, together with written notice specifying the name and address of such holder and the pertinent recording data with respect to such Leasehold Mortgage, if applicable, Landlord agrees that, anything in this [Amended](#) Lease to the contrary notwithstanding, from and after the date of receipt by Landlord of such notice and for the term (duration) of such Leasehold Mortgage the following provisions shall apply:

(a) **Consent to Amendment.** Except as provided below, there shall be no cancellation, surrender or modification of this [Amended](#) Lease by Landlord or Tenant without the prior written consent of any Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing (but, in any event, subject to the cure rights granted to a Leasehold Mortgagee set forth in Sections 17.2(c) and (d)), nothing herein shall be deemed to prohibit or impair the rights of Landlord to terminate this [Amended](#) Lease in accordance with its terms or to exercise its Buyout Option or its other rights as provided for in this Lease. There shall be no material amendment, modification, change, extension, or restatement of the Leasehold Mortgage which is inconsistent with the Base Case Financial Model without Landlord's prior express written consent.

(b) **Notices to Secured Parties.** Landlord, upon sending Tenant any notice of an Event of Default, breach of a covenant or failure to perform, or termination of this [Amended](#) Lease, shall simultaneously send a copy of such notice to any Leasehold Mortgagee who has provided notice to Landlord thereof. In the event Landlord sends Tenant any such notice, the Leasehold Mortgagee shall then have the same period commencing after a copy of such notice is received by it (which period may be contemporaneous with cure efforts by Tenant) as is given to Tenant hereunder to remedy such failure, and

Landlord shall accept performances by or at the direction of any Leasehold Mortgagee as if it had been done by Tenant. Any notice required to be given to any Leasehold Mortgagee hereunder shall be posted in the United States mail, postage prepaid, certified, return receipt requested or sent by recognized overnight courier or delivery service and addressed to the Leasehold Mortgagee at the address and to the attention of the person designated by such Leasehold Mortgagee to receive copies of such notices. Except with respect to the right of Landlord to temporarily step-in and cure any breach, Default or delay or failure in performance by Tenant as provided in Section 13.3 and 13.4, Landlord shall not exercise any rights or remedies granted to it under this [Amended](#) Lease following an Event of Default by Tenant under this [Amended](#) Lease until the expiration of all notice and cure periods in favor of Leasehold Mortgagee as set forth in Sections 17.2(b), (c) and (d), to the extent applicable; provided that Leasehold Mortgagee commences effort to remedy such Event of Default within the initial time period available to Leasehold Mortgagee under Section 17.2(b) or commences effort to obtain possession of the Project, if necessary, and Leasehold Mortgagee diligently pursues such remedy or effort to obtain possession, as applicable.

(c) Curative Rights of Secured Parties. In addition to the rights granted to any Leasehold Mortgagee under Section 17.2(b), a Leasehold Mortgagee shall have an additional period of ninety (90) days commencing upon the expiration of the cure periods offered to Tenant (including cure periods under Section 13.6, if applicable) within which to remedy or cause to be remedied any Event of Default (or thirty (30) days with respect to an Event of Default for failure to pay amounts due and owing Landlord), provided that Leasehold Mortgagee commences efforts to remedy such Event of Default within the initial time period available to Leasehold Mortgagee under Section 17.2(b) or commences effort to obtain possession of the Project, if necessary, and Leasehold Mortgagee diligently pursues such remedy or effort to obtain possession, as applicable.

(d) Limitation Upon Termination Rights of Landlord. If Landlord elects to terminate this [Amended](#) Lease or re-enter upon the occurrence of an Event of Default for reasons other than a failure to pay amounts due and owing Landlord to the extent permitted in Section 13.2, the Leasehold Mortgagee shall also have the right to postpone and extend the date of termination or re-entry as fixed by the provisions of this [Amended](#) Lease for a period of not more than [six (6)] months from the expiration of the cure period specified in Section 17.2(c), provided that the Leasehold Mortgagee shall forthwith take steps necessary to acquire Tenant's interest and estate in this [Amended](#) Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence and thereafter upon obtaining such possession or control, as applicable, commence the curing of the Event of Default with due diligence; or (ii) if applicable, shall cause the Tenant to provide Landlord with a remedial plan acceptable to Landlord setting forth in reasonable detail how the Leasehold Mortgagee shall cure the Event of Default and thereafter perform Tenant's obligations, covenants and agreements under this [Amended](#) Lease. If at the end of the six (6) month period, the Leasehold Mortgagee is actively engaged in steps to acquire or sell Tenant's leasehold interest in this [Amended](#) Lease and the Project or to replace the management of the Project, the time for Leasehold Mortgagee to comply with the provisions of this Section 17.2(d) shall be extended for a period, acceptable in the sole discretion of the Landlord, as shall be reasonably necessary to complete the acquisition or sale or the remedial plan with reasonable diligence and continuity.

(e) Assignment. Landlord agrees that in the event of any foreclosure under any Leasehold Mortgage, either by judicial proceedings or under power of sale contained therein or transfer made in lieu of foreclosure (collectively, a "**Leasehold Mortgage Transfer**"), all right, title and interest encumbered by such Leasehold Mortgage may, without the consent of Landlord, be assigned to and vested in (x) the purchaser at such foreclosure sale or transferee of a transfer made in lieu of foreclosure, and such purchaser need not be a Qualified Purchaser or (y) a Leasehold Mortgagee or any Affiliate or designee of such Leasehold Mortgagee (a "**Mortgagee Acquirer**"), subject and subordinate, however, to the rights, title and interests of Landlord; and, notwithstanding that Landlord's consent to said assignment shall not have been

obtained, any such purchaser or Mortgagee Acquirer shall be vested by virtue of such assignment with any and all rights of the party whose estate was encumbered by such Leasehold Mortgage as though Landlord had consented thereto. Within sixty (60) days of such Leasehold Mortgage Transfer: (i) with respect to any continuing Event(s) of Default which are susceptible of being cured, the assignee or purchaser at such foreclosure sale shall be required to provide a remedial plan that sets out in reasonable detail such party's plan, schedule and budget to cure such continuing Event(s) of Default which caused the foreclosure and to perform Tenant's obligations, covenants and agreements under this [Amended](#) Lease accruing after the date on which such assignee or purchaser obtains Tenant's leasehold interest in the Project; and (ii) any purchaser (other than a Mortgagee Acquirer), that has been deemed a "Qualified Purchaser" only by virtue of having acquired the Project pursuant to a Leasehold Mortgage Transfer, shall either engage a Qualified Manager, or take such actions as may be necessary to become a Qualified Purchaser. Any continuing Events of Default which are not susceptible of being cured by such assignee or purchaser shall, as to such assignee or purchaser, be deemed waived by Landlord upon the assignee or purchaser obtaining Tenant's leasehold interest in the Project under this Section 17.2, subject to the full reservation by Landlord of all claims, rights and remedies which Landlord may have against any other Person relating thereto. For purposes of clarity, Landlord's rights of first refusal, consent rights with respect to Transfers during the Post-Substantial Completion Period, and restrictions on Transfer prior to Substantial Completion, all as set forth in Section 15.3 of this [Amended](#) Lease, shall not be deemed to apply to (i) any Leasehold Mortgage Transfer, or (ii) following any Leasehold Mortgage Transfer to a Mortgagee Acquirer, the subsequent sale of the Project by such Mortgagee Acquirer to a Qualified Purchaser.

(f) Secured Party Leases. Landlord agrees that in the event of a termination of this [Amended](#) Lease or re-entry without termination by reason of any Event of Default, and subject to the rights herein granted to Leasehold Mortgagee, the Leasehold Mortgagee shall have the option, but not the obligation, to enter into a ground lease agreement directly with Landlord on the same terms and conditions for the remainder of the Lease Term (a "**Secured Party Lease**"); provided:

(i) the Leasehold Mortgagee shall enter into a Secured Party Lease within the required period specified in Section 17.2(d);

(ii) the Leasehold Mortgagee shall pay, perform and observe all obligations, covenants and agreements contained in the Secured Party Lease on Tenant's part to be paid and performed during such period of time commencing with the date of the execution of the Secured Party Lease and terminating upon the abandonment or surrender of possession of the Project under the Secured Party Lease;

(iii) the Leasehold Mortgagee terminates any management agreement with the then current manager, if other than the Landlord and appoints a substitute manager approved by Landlord; and

(iv) the Leasehold Mortgagee, as the tenant under the Secured Party Lease, shall have the same right, title and interest in and to the Project and the right to use the Project as Tenant had under this [Amended](#) Lease, subject to the terms and conditions of this [Amended](#) Lease.

(g) Agreement Between Landlord and Secured Party. Landlord, upon reasonable written request by Leasehold Mortgagee, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, in form reasonably satisfactory to the Leasehold Mortgagee and Landlord, by and among Landlord, Tenant, and the Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) agreeing to the provisions of this Article.

(h) Limitation on Liability of Secured Party. Notwithstanding any other provision of this Amended Lease, Landlord agrees that any Leasehold Mortgagee permitted under this Amended Lease shall in no manner or respect solely as a result of such status whatsoever be (i) liable or responsible for any of Tenant's obligations or covenants under this Amended Lease (nor shall any rights of such Leasehold Mortgagee be contingent on the Tenant's satisfaction of such obligations or covenants); or (ii) required to cure any Event of Default, provided; however, that if such Leasehold Mortgagee becomes the owner of the Leasehold estate created hereunder or becomes the tenant under a Secured Party Lease obtains then such Leasehold Mortgagee shall be responsible and liable for all obligations and covenants accruing during the period of time that the Leasehold Mortgagee is the owner of such leasehold estate or tenant under a Secured Party Lease, or obtains management control of Tenant, as applicable. Notwithstanding the foregoing, the liability of a Leasehold Mortgagee with respect to its obligations under this Amended Lease or any Secured Party Lease shall be "non-recourse" and, accordingly, Landlord's source of satisfaction of such obligations from the Leasehold Mortgagee shall be limited to Landlord's rights to terminate this Amended Lease as provided herein and execution upon, receipt and collection of and/or enforcement of all rights of Landlord or Tenant under or with respect to the Project, reserves, accounts and any insurance policy or surety bond or other payment or performance security proceeds, and Landlord shall not seek to obtain payment through any judicial process or otherwise from any person or entity comprising such Leasehold Mortgagee or from any assets of such Leasehold Mortgagee other than the Project, reserves, accounts, insurance policy or surety bond or other payment or performance security proceeds.

(i) Notice to Landlord. Tenant shall cause each Leasehold Mortgagee to provide Landlord notice of the occurrence of any event of default under the related Leasehold Mortgage.

ARTICLE 18. WAIVER

No waiver of any obligation, covenant or condition or of any right shall be implied by the failure, delay or partial exercise by Landlord or Tenant to take action or for any other reason, and no waiver of any obligation, covenant or condition shall be valid unless it is in writing signed by the Party against whom the waiver is asserted. The mention in this Amended Lease of any specific right or remedy shall not preclude Landlord or Tenant from exercising any other right or remedy or from commencing and maintaining any action to which it may be otherwise entitled either at law or in equity except to the extent such right or remedy is expressly waived herein. For the purpose of any suit, action or proceeding by Landlord brought or based on this Amended Lease, this Amended Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Amended Lease and it is further agreed that failure to include in any suit, action or proceeding any sums or sums then matured shall not be a bar to the maintenance of any suit, action or proceeding for the recovery of said sum or sums so omitted.

ARTICLE 19. WAIVER OF LIABILITY/INDEMNIFICATION

Section 19.1 Limitation of Liability. Notwithstanding anything herein to the contrary, Landlord is not and shall not be liable for any claims for damage to the Property or the Project or damage to property or injuries to persons in, on or about the Property or elsewhere occurring during the Term, except to the extent caused by or attributable to the material breach of this Amended Lease by Landlord or the gross negligence or willful misconduct of Landlord or its contractors, agents and representatives and its and their employees and agents. This limitation on liability shall apply without limitation to claims by Tenant, its funding parties, Lenders, Leasehold Mortgagees, affiliates, related parties, contractors, agents and representatives and its and their employees, agents, invitees, licensees, customers, guests, or related entities and successors or permitted assigns. Furthermore, in no event shall Landlord have any liability to

Tenant or its funding parties, Lenders, Leasehold Mortgagees, affiliates or contractors on account of any consequential, incidental, special, punitive, exemplary or any other indirect damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation or revenue. The Parties intend that except as expressly provided herein any damages awarded to either Party shall be limited to actual, direct damages sustained by the aggrieved Party and each Party's liability shall be limited to its respective interest in the Property, the Project.

Section 19.2 Indemnification by Tenant. Tenant agrees that, from and after the date of execution of this [Amended](#) Lease, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Parties) and hold harmless Landlord and the Board and their respective officers, officials, employees, trustees, and governors (collectively, the "**Indemnified Parties**") from and against any suits, actions, proceedings, investigations, damages, claims, liability, costs and expense, including reasonable attorneys' fees and costs, which may be threatened or asserted against, imposed upon or incurred by the Indemnified Parties (collectively, "Claims") (a) to the extent arising from or out of any occurrence at, in, or from the Project or any part thereof during the Term by reason of the site investigation, design, demolition, construction, operation, maintenance, repair, rehabilitation, occupancy, or use of the Project by or at the direction of the Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; (b) by reason of Tenant's breach, nonperformance or default under any provision hereof during the Term; (c) by reason of any lien, violation of Law or any Governmental Authority, injury to any person or damage to any property, infringement of intellectual property rights, releases of Hazardous Materials or liens occurring during the Term and caused by Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; or (d) by reason of any act or omission by Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees during the Term. Tenant's indemnification obligation under this Section 19.2 shall not extend to Claims to the extent resulting from or out of any act or omission by Landlord, its employees, representatives, agents, contractors, partners, servants licensees, or invitees during the Term, (iii) the gross negligence or willful misconduct by any Indemnified Party or (iv) any material breach of this [Amended](#) Lease by Landlord.

Section 19.3 Indemnification by Landlord. Subject to the provisions of Florida Statute 768.28, Landlord agrees that, from and after the date of execution of this [Amended](#) Lease, Landlord shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Parties) and hold harmless Tenant and their respective officers, officials, employees, trustees, and governors (collectively, the "**Indemnified Parties**") from and against any suits, actions, proceedings, investigations, damages, claims, liability, costs and expense, including reasonable attorneys' fees and costs, which may be threatened or asserted against, imposed upon or incurred by the Indemnified Parties (collectively, "Claims") (a) by reason of Landlord's breach, nonperformance or default under any provision hereof during the Term; (b) by reason of any lien, violation of Law or any Governmental Authority, injury to any person or damage to any property, infringement of intellectual property rights, releases of Hazardous Materials or liens occurring during the Term and caused by Landlord, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; or (c) by reason of any act or omission by Landlord, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees during the Term. Landlord's indemnification obligation under this Section 19.3 shall not extend to Claims to the extent resulting from or out of any act or omission by Tenant, its employees, representatives, agents, contractors, partners, servants licensees, or invitees during the Term, (i) the gross negligence or willful misconduct by any Indemnified Party or (ii) any material breach of this [Amended](#) Lease by Tenant. The provisions of this Section 19.3 shall not operate to waive, limit, or negate in any manner, the provisions of Florida Statute 768.28.

Section 19.4 Tenant Personality. Tenant shall locate Personality at and occupy and use the Project at its own risk. The Indemnified Parties are not responsible or liable at any time and Tenant expressly releases them from any loss or damage to Tenant's Personality except to the extent resulting from or arising out of the gross negligence or willful misconduct of any Indemnified Party.

Section 19.5 Violation of Requirements. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord and the Board harmless from and against any and all suits, actions, cost, damages or claims, liability, cost or expense, including reasonable attorney's fees and costs arising during the Term out of (a) the failure of any portion of the Project to comply with all requirements of applicable Law (including applicable terms of the Americans With Disabilities Act of 1990 (excluding any alterations, modifications or replacements to the Project performed by the Landlord or a third party contractor for the Landlord)); or (b) any violation by or order or duty imposed upon Landlord or Tenant arising from or out of, or in connection with Tenant's operation, maintenance, repair, rehabilitation, alteration, occupancy or use of any portion of the Property or the Project (including any occupancy, use or manner of use that constitutes a "place of public accommodation" under the Americans With Disabilities Act), or any installations in or on the Property or Project by reason of a breach of any of Tenant's obligations, covenants or agreements under this Amended Lease. Tenant's indemnification obligation under this Section 19.4 shall not extend to the gross negligence or willful misconduct by Landlord or any of its employees, trustees, or agents.

Section 19.6 Survival. This Article 19 will survive the early termination of, or the expiration of the Term of this Amended Lease.

ARTICLE 20. SURRENDER AND HOLDING OVER

Tenant shall deliver up and surrender to Landlord possession of the Property and the Project in compliance with the requirements of this Amended Lease, and shall execute mutually agreeable transfer documentation of transfer and assignment in connection therewith, upon the expiration or earlier termination of this Amended Lease and transfer of the Project from Tenant to Landlord. Should Tenant or any party claiming under Tenant remain in possession of the Project or Property, or any part thereof (excluding, however, any Eligible Residents in the Project), after any expiration or termination of this Amended Lease, no tenancy or interest in the Project or the Property shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall, upon demand, pay to Landlord on monthly demand, as liquidated damages, a sum equal to one hundred fifty percent (150%) of the prevailing market rent (as reasonably determined by Landlord) with respect to the affected portion of the Property and the Project for any period during which Tenant shall hold the Property after the stipulated term of this Amended Lease may have expired or terminated, in addition to any other costs, charges, expenses or fees incurred by Landlord to enforce its rights hereunder.

ARTICLE 21. CONDEMNATION

Section 21.1 Condemnation. In the event of a Taking or the commencement during the Term of this Amended Lease of any proceedings, negotiations or threats which might result in a Taking, Landlord and Tenant shall give notice thereof to the other upon the President of the College or the Tenant obtaining knowledge of the same. Landlord, Tenant and any Leasehold Mortgagee shall each have the right to appear and intervene in any such proceedings and be represented by their respective counsel. Tenant shall be authorized to collect, settle and compromise, in its discretion, the amount of Tenant's award related to the leasehold estate created by this Amended Lease and Tenant's interest in the Project including, without limitation, any claim for loss of business goodwill, relocation expenses, Tenant's or any other claims that

Tenant is permitted to make). The Parties will cooperate in good faith in all such proceedings, and agree to execute any and all documents that may be reasonably required in order to facilitate the collection of the maximum award to which each Party is be entitled under applicable laws. Notwithstanding anything to the contrary set forth in this Article 21, to the maximum extent permissible by law, Landlord is prohibited from exercising any power of condemnation it may now or hereafter have with respect to condemning the Property, the leasehold estate created by this [Amended](#) Lease or any Improvement, element, facility or component of the Project. “**Taking**” means any condemnation, requisition or other taking or sale of the use or occupancy of or title to all or any part of the Property, the Tenant’s leasehold estate and/or any Improvement, element, facility or component of the Project owned by Tenant in, by or on account of any actual or threatened eminent domain proceeding or other action by any Governmental Authority or other person or entity under the power of eminent domain or otherwise. A Taking shall be deemed to have occurred on the earliest to occur of the dates that use, occupancy or title of the affected property is taken. As of the date hereof, Landlord represents and warrants that to the actual knowledge of the President of the College, no portion of the Property is subject to any pending proceeding for Taking.

Section 21.2 Lease Termination. If at any time during the Term of this [Amended](#) Lease there shall be a Taking of the whole or substantially all of the Property and/or the Project by any Governmental Authority, then, this [Amended](#) Lease shall terminate and expire on the date title is transferred to such Taking entity. No Base Rent shall be apportioned in connection with such Taking. For the purpose of this Section 21.2, “substantially all” of the Property and/or an Improvement, element or component of the Project located on the Property shall be deemed to have been taken if the remaining part thereof, as applicable, not so taken cannot be adequately restored, repaired or reconstructed, , so as to constitute a complete, architecturally sound facility of substantially the same usefulness, design and construction as prior to the Taking. No termination of this [Amended](#) Lease in connection with a Taking of substantially all of the Property and/or the Project shall be deemed to have occurred, unless and until Tenant affirmatively elects to terminate this [Amended](#) Lease in writing after making the determination contemplated in the prior sentence.

Section 21.3 Demolition of Project Improvements. If this [Amended](#) Lease is terminated with respect to a portion of the Property and/or an Improvement, element or component of the Project as a result of such Taking, then Tenant shall either restore the portion of the Property that remains following the Taking to complete, architecturally sound buildings with the proceeds of the award, or demolish and remove any Improvements on the Property which are affected by the Taking, provided Landlord shall have the right, at its option, to receive ownership of the remaining Improvements in their as-is, where-is condition, with all faults.

Section 21.4 Award. If this [Amended](#) Lease is terminated with respect to a portion of the Property and/or an Improvement, element or component of the Project as result of such Taking by any Governmental Authority, then as between Landlord and Tenant, the Parties agree that each shall be entitled to its fair and equitable share of any award or awards which such awards shall be allocated as follows: (a) to Tenant in an amount equal to the fair market value of the portion of the leasehold estate and the Improvements and use of the Project thereon owned by Tenant apportioned to the remaining Lease Term and any Personalty of Tenant so taken; the costs incurred by Tenant in connection with the collection of such proceeds and awards (including, without limitation, all fees for experts, counsel fees, costs of surveys and appraisals, and court costs), and costs incurred or to be incurred by Tenant in demolishing or restoring the remaining portion of the Project to a complete, architecturally sound facility of substantially the same usefulness, design and construction as prior to the Taking, and (b) to Landlord in an amount necessary to compensate it for the fair market value of the portion of the Property (subject to, and burdened by, this [Amended](#) Lease for the Term) and the Improvements after the remaining Term and the costs incurred by Landlord in connection with the collection of such proceeds and awards (including, without limitation, all

fees for experts, counsel fees, costs of surveys and appraisals, and court costs). The portion of the Leasehold estate award and the portion of the Project award shall be deemed to be that part of the award which shall be specifically attributable by the condemnation court (or condemnation commissioner or other body authorized to make the award) to the affected portions of the Leasehold estate and the Improvement, element or component of the Project. If any such awards are made without explicit allocation of an amount representing Tenant's interest under this [Amended](#) Lease and/or the Project and Personalty, Landlord and Tenant shall use good faith efforts to agree thereupon in accordance with the standards and principles applicable generally in condemnation proceedings before the courts of the State of Florida and in accordance with the terms of this [Amended](#) Lease. If this [Amended](#) Lease shall continue after any such Taking, this [Amended](#) Lease shall remain unaffected except that this [Amended](#) Lease shall terminate as to the part of the Project and Property so taken (unless such Taking is a temporary taking, in which case this [Amended](#) Lease shall terminate with respect to the portion of the Project taken only so long as it remains taken and in the event of any such temporary taking the entirety of the award shall be payable to Tenant), except that Tenant shall, promptly after such Taking and at its expense, restore such Improvements to a complete architectural unit to the reasonable satisfaction of Landlord, and the Base Rent payable by Tenant hereunder shall be equitably reduced. The portion of the Project remaining shall thereafter be referred to as the "Project."

ARTICLE 22. EXCEPTIONS TO DEMISE

Section 22.1 Pre-Existing Recordings. This [Amended](#) Lease is subject to all applicable College policies and procedures, , the Permitted Exceptions, and the easements, agreements, instruments and documents that are executed or imposed from time to time after the date of execution of this [Amended](#) Lease, as long as such future matters do not materially impair Tenant's ability or rights under this [Amended](#) Lease, including rights to design, construct, manage, operate, use, maintain, repair rehabilitate and renovate the Project or increase Tenant's costs, obligations or liabilities with respect thereto or under this [Amended](#) Lease. Landlord does not hereby warrant or guaranty title, right or interest in the Property to Tenant; and to the Leasehold estate created by this [Amended](#) Lease in favor of Tenant.

Section 22.2 Subordination. Landlord shall have the right to cause this [Amended](#) Lease (and any amendments made in accordance herewith) to be and become and remain subject and subordinate to any and all ground or underlying leases, mortgages or deeds of trust (or any renewals, modifications, consolidations, replacements or extensions thereof) covering the Property for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided, however, that the Landlord or other party shall agree in a written subordination agreement, in form and substance reasonably acceptable to Landlord and Tenant (and if applicable, Tenant lender), not to disturb Tenant's right of possession under this [Amended](#) Lease pursuant to the terms of this [Amended](#) Lease, unless an Event of Default has occurred and is continuing. Notwithstanding anything to the contrary herein, Landlord shall not have the right to cause any mortgage, lien or encumbrance to be placed on or against the Project or the Personalty except to the extent consistent with Landlord's reversionary interests, Landlord's Buyout Option or the right of Landlord to access, acquire, possess, occupy, use and enjoy any portion of the Property or Project.

ARTICLE 23. LEASE INURES TO BENEFIT OF ASSIGNEES

Subject to the limitations on Transfers as set forth in Article 15 hereof, this [Amended](#) Lease and all terms, covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the permitted successors and permitted assigns, if any, of the Parties, provided, however, that no

assignment, transfer, exchange, conveyance or change of control by, from, through or of Tenant in breach or violation of this [Amended](#) Lease shall vest in the assignee, transferee or controlling party any right, title or interest in, to or under this Lease, the Property, Tenant's Leasehold interest or the Project. Subject to Section 15.1(b) and Article 22, it is expressly understood and agreed that this [Amended](#) Lease and any and all rights of Landlord hereunder shall be fully and freely assigned, transferred, or conveyed by Landlord without notice to or the consent of Tenant including Landlord's right to access, acquire, possess, occupy and use certain portions of the Project and Landlord's Buyout Option as set forth herein.

ARTICLE 24. QUIET ENJOYMENT

Subject to Landlord's Buyout Option and the rights of Landlord while an Event of Default exists under Section 13.1 hereof, Landlord hereby covenants and agrees that Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Project without any manner of let or hindrance from Landlord, the Board or any party claiming by or through Landlord or the Board.

ARTICLE 25. NO PARTNERSHIP

By entering into this [Amended](#) Lease, a Party does not, in any way or for any purpose, become a partner of the other Party in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the other Party, it being understood and agreed that neither the method of computation of Rent, nor any other term, condition, covenant or provision contained herein, nor any acts or course of conduct or dealing of the Parties, shall be deemed to create any relationship between Landlord and Tenant other than landlord and tenant.

ARTICLE 26. NOTICES

All notices, requests, consents, objections, waivers and approvals under this [Amended](#) Lease shall be effective only if given or made in writing addressed to a Party to the attention of the offices or individual(s) and at the address (U.S. Mail or confirmed email) specified for that Party herein and to such additional or other addressees, addresses, or numbers, as any Party may designate by notice to the other Party, and shall be effective at the times, and only if given by (a) email with confirmed receipt (with a copy thereof sent as provided in (b), (c) or (d); (b) nationally recognized overnight delivery service; (c) government certified or registered mail return receipt requested, effective upon delivery or refusal of delivery by or on behalf of the intended recipient or (d) personal delivery to the intended recipient.

The addressees, addresses (U.S. Mail and email) for notice shall be:

If to Landlord:
St. Johns River State College Student Housing
DSO, 5001 St. Johns Ave., Palatka, FL 32177
ATTN: President

With copy to:

If to Tenant:
Beck/Sloan Properties
2000 Reid St., Palatka, FL 32177

ATTN: Jim Troiano

With copy to:

A Party may change its address information for purposes of notice upon five (5) days prior written notice to the other Party. Notices by a Party may be given on its behalf by its attorney.

ARTICLE 27. LANDLORD'S AND TENANT'S MARKS

Section 27.1 Landlord's Marks and Naming Rights. The parties recognize that utilization of the College's symbols, logos, trademarks, and other representations of the College is integral to the effective marketing of the project to potential residents. Accordingly, Tenant shall be authorized to use the College's symbols, logos, trademarks, and other representations of the College for marketing and advertising purposes with the approval of Landlord, which said approval shall not be unreasonably withheld. Landlord reserves all naming rights and associated rights, interests, property, privileges, and benefits in any way related to the Project.

Section 27.2 Tenant's Mark's. Except as necessary or useful to comply with applicable Laws and to perform its obligations hereunder, including with respect to the marketing of the Project, Landlord shall not use the name of Tenant or its Affiliates or any of its symbols, logos, trademarks or other representations of Tenant or those of its affiliated organizations ("**Tenant's Marks**") without the express written consent of Tenant and the applicable affiliated organization(s). Landlord shall not, during the Term, change the name of the Project if such new name would include use of any Tenant's Marks, without the express written consent of Tenant, which consent may be granted or withheld in Tenant's sole and absolute discretion.

ARTICLE 28. INTEREST

All sums payable by either Party to the other Party under this Amended Lease, if not paid when due, shall accrue interest at the lesser of: (i) the sum of the prime rate (published by the Wall Street Journal or similar publication) plus two percent (2%) (200 basis points) per annum, and (ii) the highest rate allowed under the laws of the State of Florida (the "**Default Rate**"), from their due date until paid, and with respect to amounts owing by Tenant to Landlord, said accrued interest.

ARTICLE 29. DISPUTE RESOLUTION

Section 29.1 Dispute Resolution. The Parties shall utilize the following process for the resolution of any claim, dispute or disagreement.

(a) Direct Communication. Management-level representatives of the Parties shall meet in an attempt to resolve any Dispute within twenty (20) days after one Party sends notice to the other Party of the existence of such Dispute. If such management representatives of each Party are unable to resolve the Dispute within such twenty (20) days after the initial notice the Parties shall have the right to refer the Dispute to mediation.

(b) Mediation. If the Dispute cannot be resolved through direct communication and meetings of representatives of the Parties as provided in paragraph (a) immediately above, either Party may request appointment of a neutral mediator with demonstrated subject matter expertise and experience mutually agreeable to the Parties. Both Parties shall participate in the mediation proceedings and conferences

convened by a mediator until earlier of resolution of the Dispute and twenty (20) days after the first mediation proceeding with the mediator. The mediator's fee shall be divided equally between the Parties. The mediator is to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by Landlord and Tenant; however, the mediator's recommendations concerning any such dispute are advisory only. The mediator's recommendations shall be based on the pertinent Lease provisions, and the facts and circumstances involved in the dispute.

(c) Litigation. If Landlord and Tenant cannot reach an agreement resolving the dispute pursuant to the process set forth in Sections 29.1(a) and (b), Landlord and Tenant shall have the right to pursue litigation. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement.

(d) Venue. The sole and exclusive venue for resolution of any dispute, claim or controversy arising out of or relating to this Agreement shall be the state and federal courts for Putnam County, Florida. All parties shall be responsible for their own expenses, including attorneys' fees, paralegal fees, legal assistants' fees and costs including those incurred on the appellate level, for any actions taken as a result of failure by any party to comply with any terms of this Amended Lease or in any way arising out of this Amended Lease.

(e) Status Quo. The alternate dispute resolution process set forth in Sections 29.1(a) and (b) shall not preclude a Party from seeking injunctive relief, including specific performance, in order to maintain the status quo during the pendency of a Dispute resolution proceeding.

ARTICLE 30. GOVERNING LAW

Section 30.1 Governing Law; Venue. This Amended Lease and all claims or disputes arising therefrom is governed by laws of the State of Florida without regard to its choice of law provisions.

ARTICLE 31. FORCE MAJEURE

(a) In the event that Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term by reason of, or related to or arising out of events, occurrences or circumstances not within its control, including acts of God, sink holes, fire, flood, tornado, hurricane, or extreme or catastrophic weather or accident, shortages, casualty, strikes, lockouts or other labor disputes, governmental restrictions or orders, national emergencies, enemy or hostile governmental action, terrorism, insurrection, embargoes, pestilence, and quarantines, which do not arise out of or result from the negligence, breach, misconduct or fault of the party delayed in the performance of such obligation or its contractors, agents, representatives or affiliates (collectively, "**Force Majeure**"), then, the period of such delay shall be deemed added to the time herein provided for the performance of any such obligation and the party affected by the Force Majeure shall not be liable for losses or damages caused by such delays of the affected Party so long as the affected party gives notice to the other Party of the event of occurrence within five (5) Business Days following the date that the affected Party has knowledge of the event of Force Majeure describing the nature of the event of Force Majeure and the anticipated impact on performance of its obligations; provided, however, that this Article 31 shall not apply to the payment of any sums of money required to be paid by Tenant or Landlord hereunder. The Party affected by a Force Majeure shall use its best reasonable efforts to mitigate the effect of such event on its performance and to resume performance of affected obligations. Landlord and Tenant acknowledge that normal and customary rain, storms, wind and lightning in Putnam County, Florida shall not, of themselves, constitute a Force Majeure.

(b) If a Force Majeure event occurs which will delay commencement of construction of the Project by more than one (1) year in the reasonable determination of Tenant, Tenant shall have the right to terminate this [Amended](#) Lease within ninety (90) days following such Force Majeure event.

(c) In the event Tenant exercises the right to terminate this [Amended](#) Lease as a result of a Force Majeure event Tenant shall assign all of its rights, title and interest in the development work product, including the Plans and Specifications and assign its interest in the Construction Contracts to Landlord free and clear of any claims or liens and without further approval or compensation.

ARTICLE 32. ENVIRONMENTAL MATTERS

Section 32.1 Environmental Site Assessment. Tenant hereby acknowledges that Tenant will perform all environmental, engineering, geotechnical, seismic, hydrologic, archeological, and other due diligence desired by Tenant with respect to the Property and land, buildings, structures, installation, facilities, works, utility, equipment and improvements on and under the Property that Tenant deems necessary prior to the Financial Closing.

Section 32.2 Environmental Compliance Requirements.

(a) Tenant agrees that during the Lease Term, the Property and the Project will remain free from contamination by Hazardous Materials in excess of amounts, concentrations, levels and rates permitted by Environmental Laws which would require remediation or clean-up to conform to applicable remediation criteria established under applicable Environmental Laws, and the Project and the Property and the activities conducted or to be conducted thereon by Tenant and its employees, contractors, and invitees do not and will not violate any Environmental Laws. Tenant shall not cause or permit the Project or Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials, except as specifically exempted or permitted under applicable Environmental Laws, which are the subject of prior notice to Landlord. Tenant shall not cause or permit the Project or Property or any activities conducted thereon to be in violation of any current or future applicable Environmental Laws. Tenant will promptly notify Landlord of any actual or alleged violation of any Environmental Laws relating to the Project or the Property or the release or suspected release of Hazardous Materials in, under or about the Project or the Property potentially in violation of Environmental Laws, and Tenant shall promptly deliver to Landlord a copy of any notices, filings or permits sent or received by Tenant, or on behalf of Tenant, with respect to any of the foregoing events, occurrences, conditions or circumstances. Consistent with the terms of this [Amended](#) Lease, Tenant shall have the right to direct decisions regarding remediation activities affecting the Project and Property which are the responsibility of Tenant under this [Amended](#) Lease, all of which shall be performed at Tenant's cost, but Landlord, shall have reasonable input into decisions regarding remediation activities and any obligation, ownership interest, covenant, condition, requirement, limitation or restriction which will potentially affect Landlord's possession, occupancy or use of or interest in the Project. Notwithstanding the foregoing, in no event is Tenant entitled to agree to any lesser clean-up standard than is required by applicable Law or to any limitation on use that would bind the Landlord, Project, Property or Campus following the expiration of the Term without Landlord's express written consent, which may be withheld in Landlord's sole and absolute discretion.

(b) In the event Landlord suffers any claims or loss pursuant to Tenant's breach of this Section 32.2, any such amounts shall constitute Additional Sums due from Tenant to Landlord and shall be payable in full upon written demand by Landlord. Tenant's liability under this Section 32.2 for matters existing on or prior to the expiration or termination of this [Amended](#) Lease shall survive the expiration or any termination of this [Amended](#) Lease. This Section 32.2 shall be construed as prohibiting the use at the Property and the Project of substances regulated by Environmental Laws, including Hazardous Materials,

that are normally or routinely used in the construction of improvements such as the Improvements or are normally or routinely used in the operation, repair, maintenance, and use of residential and retail projects, such as fuels, solvents, cleaning materials, paint and printing materials so long as the same are used in a manner that complies with all applicable Environmental Laws, and Tenant shall not be responsible for and have no liability in connection with, including the remediation or removal thereof, any Hazardous Materials that (i) are specifically exempted or permitted under applicable Environmental Laws, (ii) are the subject of prior notice to Landlord, (iii) arise out of or result from any act of third parties or Landlord or its employees, contractor, agents or invitees, (iv) may have existed in, under or about the Property or the Project as of or prior to the Financial Closing Date, or (v) migrate from any property adjacent to the Property (collectively, a “**Permitted Exclusion**”). In the event of any actual or alleged violation of any Environmental Laws relating to the Project or the Property or the release or suspected release of Hazardous Materials in, under or about the Project or the Property potentially in violation of Environmental Laws arising out of or resulting from (x) any act of Landlord or its employees, contractor, agents or invitees, (y) any Hazardous Materials which may have existed in, under or about the Property or the Project as of or prior to the Financial Closing Date which were not brought onto the Property by Tenant, its Affiliates or its or their contractors, or (z) any Hazardous Materials that migrated from any property adjacent to the Property, Landlord shall be responsible, at its sole cost and expense, for any cleanup, remedial, removal or restoration work necessary to conform to applicable Environmental Laws and return the Project, Property and surrounding area to the condition existing prior to the introduction of such Hazardous Materials, and any claims, losses, damages, costs and expenses suffered by Tenant as a result thereof.

Section 32.3 Landlord’s Representations. Landlord represents and warrants to Tenant that, to the actual knowledge of the Landlord’s Board of Directors: (a) during the period that Landlord has owned the Property Landlord is not aware of any failure to remove Hazardous Materials in material conformance with applicable Environmental Laws, if any such removal has been performed, and (b) except as may be disclosed by any reports, no Hazardous Materials or any other environmentally regulated substance or condition has been generated, manufactured, refined, transported, treated, stored, handled, disposed of, released or located on, in, under or about the Property or in the improvements on the Property during the period that Landlord has had a fee interest in the Property, except for any of the same that have been removed from the Property in accordance with all applicable Environmental Laws, or any items normally or routinely used in the operation, repair, maintenance, and use of residential and retail projects, such as fuels, solvents, cleaning materials, paint, printing materials and medical waste, so long as the same are used in a manner that complies with all applicable Environmental Laws.

ARTICLE 33. 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.

ARTICLE 34. BROKERS

Tenant and Landlord each represents and warrants to the other that no real estate broker, agent, commission salesman, or other such person has represented it in the negotiations for and procurement of this [Amended](#) Lease (collectively, a “**Broker**”), and that no commissions, fees, expenses, or compensation of any kind are due and payable to any Broker in connection with this [Amended](#) Lease. To the extent permitted by law, each of Tenant and Landlord hereby agree to indemnify, hold harmless and defend the other party from and against for any claims made for the payment of any commissions, fees, expenses or

other compensation of any kind whatsoever which may be due and payable with respect to the negotiation and/or procurement of this [Amended](#) Lease by any Broker claiming by, through or under, the indemnifying party.

ARTICLE 35. LANDLORD'S APPROVALS

Section 35.1 Landlord Review. With respect to Landlord's review and consideration of applications for Governmental Authorizations and review and approval of the Plans and Specifications and any other design or construction documents prepared by or for Tenant in connection with the management, maintenance, repair, rehabilitation, renovation or alteration of the Project and review of their compliance with the Florida Building Code and any required inspections of the Project (including, state fire marshal inspections), Tenant shall reimburse Landlord upon demand for the reasonable actual, out-of-pocket costs, fees and expenses incurred by Landlord.

Section 35.2 Landlord Consent; Estoppel Certificates. If Tenant or a Leasehold Mortgagee requests Landlord's consent or approval under this [Amended](#) Lease or requests that Landlord provide an estoppel certificate or subordination, nondisturbance and/or attornment agreement ("SNDA"), and Landlord deems it necessary or desirable to seek the advice of its attorneys then Tenant shall pay the reasonable, actual out of pocket costs, fees and expenses of such persons and firms in connection with the consideration of such request and/or the preparation of any documents pertaining thereto. Except as otherwise provided herein, Landlord's consent or approval of any matter hereunder shall only be valid if in writing and shall be limited to the subject of the consent or approval requested by Tenant. In any request for consent or approval, Tenant shall indicate the requested time period for review, recognizing that Landlord's internal processes and procedures may require a longer review and approval time; provided that Landlord shall use all commercially reasonable efforts to provide any requested estoppel certificate or SNDA required to be executed by Landlord within ten (10) Business Days following receipt of written request. Unless otherwise expressly provided under this [Amended](#) Lease, no delay or failure by Landlord to respond within a time period for review shall be deemed approval of, or consent to a request by Tenant or subject to Landlord to any liability.

Section 35.3 Board Consent to Lending Documents. Board shall have the right to review and approve all agreements between tenant and any lease-hold mortgagee, which said approval shall not be unreasonably withheld. Tenant acknowledges that any lease-hold mortgage must require that Landlord and Board receive notification of any breach or default by the Tenant of the terms and conditions of such said lease-hold mortgage.

ARTICLE 36. OFAC

Without limiting the general requirements under this [Amended](#) Lease for the Parties to comply with applicable Laws, to the extent applicable to each Party and/or its operations, each Party shall comply with (i) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (iv) the September 24, 2001 Executive Order Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and (v) Laws having similar subject matter or purposes.

ARTICLE 37. RIGHTS OF WAY AND LICENSES

Tenant shall deliver written requests to Landlord and provide sufficient advance notice of the nature, scope and duration of any utility rights of way, easements and licenses required in connection with the construction, occupancy, use, operation, maintenance, repair, rehabilitation, renovation and alteration of the Project. All such utility rights of way and licenses granted by the Board shall be non-exclusive. Landlord, at Tenant's sole cost and expense, shall coordinate with the Board and provide documents in forms acceptable to the Board. Landlord shall cooperate in obtaining and providing any requested rights of way, easement and/or license, provided that each such right of way, easement or license shall (a) not materially impair the value, functionality, utility, integrity, safety or remaining useful life of any building, improvement, installation or infrastructure on or serving the Campus, any portion thereof, any improvements, buildings, structures, installations, works or systems thereon, the Property or the Project or materially increase the costs to operate, insure, maintain, repair, replace and renovate any of the foregoing; (b) be reasonably necessary in connection with the construction, occupancy, operation, maintenance, repair, rehabilitation or use of the Project; (c) not cause any part of the Campus, the Property, or the Project to fail to comply with the requirements of applicable Laws, Governmental Authorizations, the [Amended](#) Lease, or College Standards; and (d) be permitted by and subject to all recorded easements and other restrictions, encumbrances and agreements affecting the Property. No such right of way, easement or license granted to Tenant hereunder shall extend beyond the Term of this [Amended](#) Lease.

ARTICLE 38. REPRESENTATIONS AND WARRANTIES

Section 38.1 Tenant. Tenant represents and warrants to and agrees with Landlord that, as of the date of execution of this [Amended](#) Lease:

(a) **No Conflict.** The execution and delivery of this [Amended](#) Lease, the performance of the covenants, conditions and obligations herein and compliance with the terms of this [Amended](#) Lease will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms, conditions or provisions of, or constitute a breach or default under, any indenture, deed of trust, mortgage, loan agreement, or other document, or instrument or agreement, oral or written, to which Tenant is a party or by which Tenant or its property or assets is bound, or any applicable Law or requirement of any Governmental Authority, or any judgment, order or decree of any court having jurisdiction over Tenant.

(b) **Due Formation.** Tenant is a limited liability company or corporation duly formed under the laws of the State of Florida and existing in good standing under the laws of the State of Florida. All requisite action has been taken by Tenant in connection with entering into this [Amended](#) Lease. No consent, approval or waiver of any partner, member, manager, director, shareholder, beneficiary, creditor, investor, Governmental Authority or other person is required in connection herewith which has not been obtained.

(c) **Authority.** Tenant has full right, power and authority to enter into this [Amended](#) Lease and to carry out its obligations hereunder. The individual(s) executing this [Amended](#) Lease and the instruments referenced herein on behalf of Tenant have the legal right, power and actual authority to act on behalf of Tenant, execute and deliver this [Amended](#) Lease for and on behalf of and to bind Tenant to the terms hereof and thereof. This [Amended](#) Lease is and all other documents and instruments to be executed and delivered by Tenant in connection with this [Amended](#) Lease shall be duly authorized, executed and delivered by Tenant and shall be valid, binding and enforceable obligations of Tenant.

(d) Existing Exclusive Agreements of Landlord. Tenant shall not enter into any contracts or arrangements which would place Landlord in violation of any of Landlord's Exclusive Agreements for the sales and delivery of goods and services on the Campus .

Section 38.2 Landlord. Landlord represents and warrants to and agrees with Tenant that, as of the date of execution of this Amended Lease and as of Financial Closing:

(a) No Conflict. The execution and delivery of this Amended Lease, the performance of the covenants, conditions and obligations herein and compliance with the terms of this Amended Lease will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms, conditions or provisions of, or constitute a breach or default under, any indenture, deed of trust, mortgage, loan agreement, or other document, or instrument or agreement, oral or written, to which Landlord is a party or by which Landlord or its property or assets is bound, or any applicable Law or requirement of any Governmental Authority, or any judgment, order or decree of any court having jurisdiction over Landlord

(b) Due Formation. All requisite action has been taken by Landlord in connection with entering into this Amended Lease. No consent, approval or waiver of any officer, director, employee, trustee, member of the board of governors, beneficiary, creditor, investor, Governmental Authority or other person is required in connection herewith which has not been obtained.

(c) Authority. Landlord has full right, power and authority to enter into this Amended Lease and to carry out its obligations hereunder. The individual executing this Amended Lease and the instruments referenced herein on behalf of Landlord has the legal right, power and actual authority to act on behalf of Landlord, execute and deliver this Amended Lease for and on behalf of and to bind Landlord to the terms hereof and thereof. This Amended Lease is and all other documents and instruments to be executed and delivered by Landlord in connection with this Amended Lease shall be duly authorized, executed and delivered by Landlord and shall be valid, binding and enforceable obligations of Landlord.

ARTICLE 39. MISCELLANEOUS

Section 39.1 Entire Agreement. This Amended Lease and all exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties in connection the subject matter hereof, and sets forth the agreement between the Parties with respect to the Project. This Amended Lease is the product of negotiation and neither Party shall be burdened by any presumption in the interpretation or construction of this Amended Lease as a result of its involvement in drafting text hereof.

Section 39.2 Amendments. Except as otherwise provided herein, no amendment, modification, change or addition to this Amended Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by authorized representatives of the Parties. Each Party to this Amended Lease agrees that the other Party and its officers, employees, representatives, advisors and agents have made no representations, warranties or promises, express or implied, with respect to this Amended Lease, the Property, the Campus or the Project except as expressly set forth in this Amended Lease.

Section 39.3 Severability. The provisions of this Amended Lease are severable, and if any term, condition or provision, or any portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, any remaining portions of that term, condition or provision, and all other terms, conditions or provisions of this Amended Lease, shall remain valid and

enforceable to the fullest extent permitted by law and equity in order to give effect to the Parties' intentions under this [Amended](#) Lease.

Section 39.4 Compliance.

(a) Tenant shall comply, at its sole cost and expense, with this [Amended](#) Lease. Responsibility for compliance requirements, the design and construction of the Project, operation of the Project and performance of Tenant Services rests exclusively with Tenant, and Tenant shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Tenant's design, and construction of the Project, the performance of Tenant Asset Management Services and use, occupancy, maintenance, operation, repair, rehabilitation, renovation or alteration of the Project. Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost, expense or liability to Landlord, the validity or application of any law, ordinance, order, rule, regulation, or requirement. Landlord shall not be required to join in or assist Tenant in any such proceedings, but shall not oppose Tenant in any such proceedings.

(b) Tenant agrees for itself and for its members, managers, employees, contractors, agents, invitees, licensees, guests and/or any other representatives (collectively referred to in this Article 39 as "**Tenant's Related Parties**") to comply with, and Tenant shall use all reasonable efforts to cause Tenant's Related Parties to comply with, all regulations, policies, procedures, and guidelines, as may be now or hereinafter adopted or amended, which are applicable to the Campus generally and Tenant's use and operations thereunder, on a non-discriminatory and reasonable manner, which includes those implemented by the College.

Section 39.5 Remedies. The specified remedies available to Landlord in this [Amended](#) Lease are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this [Amended](#) Lease or the other Project Agreements; provided, that Landlord shall not be permitted to terminate this [Amended](#) Lease or obtain possession of the Project other than as expressly permitted in herein. The failure of Landlord to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this [Amended](#) Lease shall not be construed as a waiver or a relinquishment of Landlord's right to the future performance of any such terms, covenants, or conditions, but the obligations of Tenant with respect to such future performance shall continue in full force and effect. No waiver by Landlord of any provisions of this [Amended](#) Lease or the other Project Agreements shall be deemed to have been made unless expressed in a writing signed by an authorized representative of Landlord.

Section 39.6 Recitals. Each of the recitals to this [Amended](#) Lease is true and correct in all respects and is hereby incorporated into this [Amended](#) Lease for all purposes.

Section 39.7 Headings. The section and paragraph headings used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this [Amended](#) Lease or in any way affect this [Amended](#) Lease.

Section 39.8 Waiver of Landlord's Lien. Except as set forth herein and subject to Landlord's Buyout Option and interest in the Project and fixtures, furniture and equipment in the Project, Landlord hereby expressly waives and releases any and all contractual liens and security interests or constitutional and/or statutory liens and security interests arising by operation of law to which Landlord might now or hereafter be entitled as a landlord on the Personalty or any other personal property of Tenant which Tenant now or hereafter places in or upon the Property (except for judgment liens that may arise in favor of Landlord). The waiver and release contained herein shall not waive, release or otherwise affect any

unsecured claim Landlord may have against Tenant or affect Landlord's rights, interests and remedies under this [Amended](#) Lease.

Section 39.9 Time of Essence. Time is of the essence with regard to the obligations of the Tenant under the Pre-Development Agreement and herein.

Section 39.10 No Merger of Title. There shall be no merger of this [Amended](#) Lease or of the Leasehold estate created by this [Amended](#) Lease by reason of the fact that the same person, firm or corporation or other entity may acquire or own or hold directly or indirectly (a) this [Amended](#) Lease or the Leasehold estate created by this [Amended](#) Lease or any interest in this [Amended](#) Lease or in any such Leasehold estate; and (b) the fee estate in the Property or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (i) this [Amended](#) Lease or the Leasehold estate created by this [Amended](#) Lease; and (ii) the fee estate in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

Section 39.11 No Third Party Beneficiary. Except as otherwise expressly set forth in this [Amended](#) Lease, the Parties agree that no individual and/or entity is intended to have, nor shall any individual and/or entity be deemed to have, any rights, benefits, privileges, causes of action, rights of action or remedies as a third party beneficiary to or under this [Amended](#) Lease or otherwise.

Section 39.12 Anti-Bribery Provision. Each of Landlord and Tenant represents and warrants to and agrees with the other Party that it: (a) will comply with all anti-bribery and anti-corruption laws applicable to its business and operations; (b) has not and will not offer, promise, give or authorize the payment of anything of value (including cash or cash equivalents, gifts, travel and entertainment, stock or offers of employment), directly or indirectly, to any Government Official or others in a position of authority with a Governmental Authority with the intention of inducing any such person to engage in improper or unlawful conduct or to secure an improper business advantage; (c) has not and will not make facilitation payments or "grease payments" to Government Officials or others in a position of authority with a Governmental Authority to expedite routine non-discretionary government or lawful actions; and (d) has not and will not offer, promise, give, request, receive or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing or rewarding the improper performance of an act or decision. A "Government Official" means any (i) officer or employee of a Governmental Authority; (ii) officer or employee of a public international organization; (iii) political party or party official; (iv) candidate for political office; or (v) other person acting in an official capacity. Landlord and Tenant agree that failure to comply with this Section 39.12 will constitute a material breach of this [Amended](#) Lease.

Section 39.13 No Option. The submission of this [Amended](#) Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in any Party. This [Amended](#) Lease becomes effective only upon execution and delivery thereof by Landlord and Tenant and receipt of the Board's consent.

Section 39.14 Survival. Tenant's obligations, covenants and agreements which by their nature should survive the expiration or earlier termination of this [Amended](#) Lease and other provisions of this [Amended](#) Lease, including with respect to accrued obligations and liabilities of Tenant hereunder, and provisions which this [Amended](#) Lease expressly states will survive, will remain in full force and effect following the early termination or expiration of this [Amended](#) Lease.

Section 39.15 No Guarantees. Tenant acknowledges that it has conducted due diligence with respect to the costs, risks and uncertainties of developing, constructing, operating and maintaining the

Project and evaluated the demand for, and the financial prospects of the Project utilizing its personnel, advisors, contractors, resources, experience and expertise and without reliance on any statement, description or analysis made or information, document or data furnished by Landlord or its officials, employees, representatives, agents, contractors, consultants and advisors. Tenant acknowledges and agrees that Landlord does not and will not guarantee or otherwise support or backstop in any way any obligations incurred by Tenant in the performance of its obligations, covenants and agreements under this [Amended Lease](#), or other contract or agreement relating to the Project. Landlord makes no covenant, representation, warranty or other undertaking with respect to demand for the Project, the financial viability of the Project, future enrollment at the College, changes to Landlord's policies and requirements regarding eligibility for residency on campus and mandatory residency on campus, applications for units in the Project, priority of assignment or placement of students or other eligible residents in the Project, levels of occupancy of the Project, revenue of the Project, payment of rent by residents and tenants, the outcome of efforts related to enforcement of rental agreements, the nature, extent and success of efforts to market the Project, the conduct of residents or others at the Project, or the cost to design, construct, own, manage, and maintain the Project.

Section 39.16 Counterparts. This [Amended Lease](#) may be executed in multiple counterparts each of which shall be an original and all of which taken together shall constitute one and the same instrument.

Section 39.17 Future Development. Landlord agrees not to add additional beds on Campus for a period of five (5) years following Substantial Completion of the Project. In the event Landlord shall determine to construct, acquire, or lease, to permit an entity to construct, acquire, or lease, or to enter into any agreement with an entity that constructs, acquires, or leases (whether acting for itself or through an agency or entity affiliated with or hired by Landlord), additional new student housing facilities on Campus that increases the bed capacity of housing facilities on the Campus ("*Additional New Beds*") and Tenant is then operating the Project in accordance with the provisions of this [Amended Lease](#) and no Event of Default has occurred and is continuing hereunder or under this [Amended Lease](#), and has remaining obligations under the Finance Documents, Landlord agrees that such Additional New Beds shall be undertaken only if the construction of the Additional New Beds is supported by a demand study from an independent consultant completed not more than two (2) years prior to the projected commencement of construction concluding that sufficient demand exists for the additional number of beds to be constructed so as not to have a material adverse effect on the Project during the two Annual Periods immediately following the Annual Period in which the Additional New Beds are placed in service.

Section 39.18 Sovereign Immunity This [Amended Lease](#) does not affect the rights, privileges, immunities, exemptions, limitations of liability and defenses of Landlord or the Board under Florida Statute Section 768.28 and other applicable Laws of the State of Florida. Nothing in this [Amended Lease](#) shall be deemed to affect the rights, privileges, benefits, immunities, exemptions and defenses afforded the Board or Landlord by law. No term, condition or provision of this [Amended Lease](#) shall be construed as consent by Landlord or the Board to be sued by third parties in any manner based upon, arising out of or relating to this [Amended Lease](#).

Section 39.19 No Pledge. Tenant acknowledges and agrees that it has no right, power or authority under this [Amended Lease](#), any Binding Agreement or otherwise to pledge the credit of the Landlord, the Board, the State of Florida or any subdivision or agency thereof or other Governmental Authority, or to obligate the Landlord, the Board, the State of Florida or any subdivision or agency thereof or any other Governmental Authority as a guarantor, indemnitor, surety or insurer of the Tenant's under this [Amended Lease](#), any Binding Agreement or other agreement in any way arising out of, relating to or in connection with the Property or the Project. Tenant further acknowledges and agrees that this [Amended](#)

Lease and the Binding Agreements do not constitute a pledge or the credit of the Landlord, the Board, the State of Florida or any subdivision or agency thereof or of any other Governmental Authority.

[Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

LANDLORD:

**ST. JOHNS RIVER COLLEGE STUDENT
HOUSING CORPORATION**

Signature of First Witness

Printed Name: _____

By: _____
Name: Wendell Davis
Title: Chairman
Date Signed: _____,
2024~~3~~

Signature of Second Witness

Printed Name: _____

STATE OF FLORIDA)
) ss:
PUTNAM COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024~~3~~, by _____ who acknowledged that he is the President of St. Johns River State College Student Housing Corporation, and that for and on behalf of St. Johns River State College Student Housing Corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said St. Johns River State College Student Housing Corporation so to do, said person [] being personally known to me or [] having produced _____ as identification.

Notary Public
My commission expires:

WITNESSES:

TENANT:

~~Beek Sloan Properties~~ VikingArt, Inc. or
Assigns

Signature of First Witness

Printed Name: _____

Signature of Second Witness

Printed Name: _____

By:

Name: _____

Title: _____

Date Signed: _____

STATE OF [_____])
COUNTY OF [_____]) ss:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20243, within my jurisdiction, the within named, _____, who acknowledged that she/he is the _____ of _____ and that for and on behalf of _____ and as its act and deed, she/he executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do, said person ☐ being personally known to me or ☐ having produced _____ as identification.

Notary Stamp:

Signature of Notary Public

Printed Name: _____

Commission Expires: _____

EXHIBIT A

Legal Description of Property

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

~~Commencing at the NE 1/4 of the NE 1/4 of Section 10, Township 10 South, Range, 26 East; Thence Southerly along the Easterly Line of Section 10, S00° 45'35"E, 177.07'; Thence leaving said section line Westerly, S89° 14'25"W, 50.00' to a point on the Westerly ROW of Moody Road at the Southerly ROW of St. Johns Ave, said point also being the NE Corner of the Parent Tract of the Lands Described and Recorded in OR Book 247, Pg-628; Thence Southerly along the Westerly ROW of Moody Road, S00° 45.35"E, 1051.67'; Thence leaving said ROW and heading westerly, N90° 00'00"W, 546.17', to the Point of Beginning and NE Corner of Parcel A. From the Point of Beginning for Parcel A, Thence the following 6 course and distances, (1) S00° 00'00"E. 255.81'; (2) N90° 00'00"W. 278.44'; (3) N00° 00'00"E. 111.63'; (4) N63° 54'12"E. 119.15'; (5) N15° 29'06"E. 95.22'; (6) N90° 00'00"E. 146.02' to the Parcel A Point of Beginning.~~

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E; 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING , RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

EXHIBIT B

Ground Lease

AMENDMENT #1 TO GROUND LEASE AGREEMENT

THIS AMENDMENT #1 TO GROUND LEASE AGREEMENT (herein called the "Amended Ground Lease") is made and entered into this 17th-21st day of April-2023August, 2024 (the "Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Lessor"), acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE** (the "College"), and **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit corporation having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Corporation" or "Lessee").

WHEREAS, the Lessor has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Lessor has determined that it is in the best interests of the College to enter into this Amended Ground Lease; and

WHEREAS, the Lessor, as ground lessor, will lease the Leased Premises (defined below) to the Corporation, as ground lessee, for the purpose of permitting the Corporation and a third party developer to design, build, finance, operate and maintain a student residence facility containing approximately 182 beds and related amenities and ancillary facilities for the sole and exclusive use of students attending the College, including the Florida School of the Arts (the "Project"); and

WHEREAS, it is the intent of the parties hereto to permit the further sublease of the Leased Premises by the Corporation to an affiliate of ~~Beck Sloan Properties~~ Viking Art, Inc. or Assigns (the "Sublessee") for the purpose of undertaking the Project on terms acceptable to the Lessor; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Amended Ground Lease:

Section 1. Leased Premises. Lessor hereby leases to Lessee that certain unimproved real property lying in the City of Palatka, Florida, all as more particularly described in Exhibit "A" Parcel A attached hereto and made a part hereof by reference (the same constituting the "Leased Premises").

Section 2. Term. The term of this Amended Ground Lease shall commence on the Effective Date and terminate on June 30, ~~20655 2053 with a possible 20 year extension at the sole discretion of Lessor unless earlier terminated as provided herein.~~

Section 3. Use of Leased Premises.

(a) Student Housing. The Leased Premises shall be used by Lessee solely for the purpose of constructing the Project to be operated and managed by Sublessee or Lessee's designee at the direction of Lessor and for no other purpose whatsoever. The Project shall further consist of such other support facilities, necessities and amenities related to such Project.

(b) Compliance with Rules and Regulations. Lessee shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the construction and operation activities in, and use of, the Leased Premises or the Project.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties hereto that no part of the Leased Premises may be used for construction or operation of any commercial facilities whatsoever, provided that concessions, franchises, coin operated equipment and machines of a similar nature, to provide services such as food, beverage, laundry, telecommunication or other services that are installed and maintained for the convenience of users of the Project shall not be considered commercial facilities for purposes of this section.

Section 4. Rental. Throughout the term of this Amended Ground Lease, Lessee covenants and agrees to pay to Lessor, as base rent, an amount equal \$1.00 per annum as additional consideration for the Amended Lease.

Section 5. Ownership of Improvements and Surrender of Leased Premises.

(a) Ownership. Lessee shall at all times during the term of this Amended Ground Lease have title to all improvements made to the Leased Premises by Lessee and shall own all personal property acquired by the Lessee and placed on the Leased Premises during the term of this Amended Ground Lease. Upon the termination of this Amended Ground Lease with respect to any portion of the Leased Premises (whether by expiration of the term hereof or prior termination for any cause set forth herein) title to all improvements and ownership of all personal property on that portion of the Leased Premises shall thereupon vest in Lessor or its successor in interest. Lessee shall, nonetheless, thereafter execute and deliver to Lessor such evidence of title as Lessor may reasonably request.

(b) Surrender of Leased Premises. Lessee shall, on or before the last day of the term hereof or upon the sooner termination hereof for any cause set forth herein with respect to any portion of the Leased Premises, peaceably and quietly surrender to Lessor the Leased Premises together with all improvements and all furniture, furnishings, and equipment (except for any commercial or other equipment not owned by Lessee) located in or upon that portion of the Leased Premises, free and clear of any liens and encumbrances other than permitted encumbrances.

(c) Lessee's Obligations. Contemporaneously with the expiration of the term hereof or sooner termination of this Amended Ground Lease for any cause set forth herein with respect to any portion of the Leased Premises, Lessee shall immediately execute and/or deliver to Lessor the following (but nothing contained herein shall in any way limit or impair the rights of Lessor in the event of a default by Lessee):

1. Such documents of title and other instruments as Lessor may request to enable Lessor's ownership of all improvements and all furniture, furnishings and equipment located on that portion of the Leased Premises to be reflected of record; and
2. All books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for the operation of, the Project constructed on that portion of the Leased Premises.

(d) Abandonment. Any personal property of Lessee or any sublessee or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Amended Ground Lease and for thirty (30) days after request by Lessor for removal, shall, at the option of Lessor, be deemed to have been abandoned and may be retained by Lessor as its property or be disposed of without accountability, in such manner as Lessor may see fit.

Section 6. Lessor's Interest Not Subject to Certain Liens.

- (a) It is mutually intended, stipulated and agreed that the Lessor's fee simple interest in the Leased Premises shall not be subjected to liens of any nature arising by reason of the construction of improvements upon the Leased Premises or by reason of any other act or omission of Lessee or any person claiming under, by or through Lessee, including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Lessee and are constructed for Lessee's use and benefit, and that they should not look to Lessor or to Lessor's credit or assets for payment or satisfaction of any obligations incurred therefore. Lessee has no power, right or authority to subject Lessor's fee simple interest in the Leased Premises to any mechanics' or materialmen's lien or claim of lien. Each of the parties hereto agree that a memorandum of this [Amended](#) Ground Lease and any supplements hereto will be recorded in the property records of Putnam County, Florida.
- (b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or the Project resulting from or arising out of any act or omission of Lessee or any person claiming under, by or through Lessee, Lessee shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Lessee shall thereupon furnish Lessor with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Putnam County, Florida.
- (c) Should Lessee desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Lessee from doing so, provided that Lessee shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Project from such lien. If judgment is obtained by the claimant of any lien, Lessee agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Lessee shall, at its own expense, defend the interests of Lessee and Lessor in any and all such suits. Lessor may, at its own expense, engage its own counsel and assert its own defenses, in which event Lessee agrees to cooperate with Lessor and make available to Lessor all information and data deemed by Lessor to be necessary or desirable for such defense.

Section 7. Insurance.

Lessor shall obtain and maintain, at Lessee's expense, such insurance coverages and limits as agreed to in writing by both Lessor and Lessee.

Section 8. Condition of Leased Premises - Fill, Utilities.

(a) Lessee agrees to accept the Leased Premises in their presently existing condition, "as is."

(b) It is understood and agreed that Lessor has not determined that the Leased Premises will safely or adequately support the type of improvements desired to be erected and maintained by Lessee upon the Leased Premises.

(c) Lessor, at its sole expense, shall bring or cause to be brought to the Leased Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. Lessee shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by Lessor. Lessor agrees to grant such utility companies' rights of access over, under and across the remaining property of Lessor as shall be necessary and convenient for the efficient operation of the housing system facilities, and which do not materially impair the present and future uses of the remaining property of Lessor. Any construction or extension of facilities shall be subject to prior written approval of Lessor, and shall be made without cost to Lessor.

(d) Lessee shall at all times prevent entrance of objectionable quantities of deleterious wastes into Lessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(e) Drains or other facilities provided by Lessee for the purpose of disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.

Section 9. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this [Amended](#) Ground Lease shall be, or be construed to be, a pledge of the credit of the State of Florida or any agency, department or board thereof.

Section 10. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Lessee shall not have the right to assign this [Amended](#) Ground Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises without the prior written consent of Lessor. Any assignment of this [Amended](#) Ground Lease or subletting of all or any portion of the Leased Premises shall be subject to Lessor's prior written consent, which consent Lessor shall not unreasonably withhold. Except as expressly permitted herein, any purported assignment, partial assignment or sublease without Lessor's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this [Amended](#) Ground Lease.

(b) It is expressly understood and agreed that any such assignment, sublease, sale or transfer shall not relieve Lessee of any of its responsibilities and obligations under this [Amended](#) Ground Lease and that any and all assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this [Amended](#) Ground Lease except that Lessee shall be relieved from any and all obligations hereunder if Lessee shall sell or assign all of its interest in the Leased Premises with Lessor's prior written consent.

Section 11. Utility Easements. Lessor reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to

others over, under, through, across or on the Leased Premises; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Lessee.

Section 12. Approval of Height of Structures. Lessee shall, with the cooperation of Lessor but at Lessee's sole expense, secure any required approvals as to the height of any buildings, structures or objects proposed to be erected upon the Leased Premises from all governmental agencies having jurisdiction.

Section 13. Indemnification of Lessor. Lessee shall defend, protect, save, hold harmless and indemnify Lessor and its officers, directors, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any acts or omissions of Lessee, its employees, servants or agents except where such are caused by the tortious, unlawful or negligent conduct of those indemnified hereunder.

Section 14. Taxes and Fees.

(a) Lessee agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises.

(b) It is understood that Lessor is exempt from ad valorem taxation with respect to its facilities that are used for its purposes. However, should the Leased Premises or any interest therein or improvement (including the Project) thereon ever become subject to any taxes of any kind, Lessee agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Leased Premises, or any interest in this [Amended](#) Ground Lease, or any possessory right which Lessee may have in or to the Leased Premises or the Project thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Lessor may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Lessor's attorney, subject any part of the Leased Premises or the Project to forfeiture or loss, in which event such taxes, assessments or charges shall be paid promptly. Lessee shall, upon request by Lessor, assist and cooperate with Lessor in any such proceedings and Lessee shall bear any costs or expenses of Lessee in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Lessee from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 15. Default by Lessee.

(a) Each of the following events shall be deemed a default by Lessee hereunder and a breach of this [Amended](#) Ground Lease:

1. If Lessee shall fail to pay, when due, any rent or portion thereof, or any other sum which Lessee is obligated to pay under the terms of this [Amended](#) Ground Lease, and such sums remain unpaid for a period of thirty (30) days after receipt of written notice by Lessee from Lessor;

2. If Lessee shall attempt to assign this [Amended](#) Ground Lease, or any portion thereof, in violation of the terms of this [Amended](#) Ground Lease, or to sublease any portion of the Leased Premises in violation of Section 10 hereof;

3. If Lessee shall use the Leased Premises and/or the Project for any purposes not expressly permitted by this [Amended](#) Ground Lease, and such use shall continue for a period of fifteen (15) days after Lessor shall have given written notice to Lessee to desist from such use;

4. If Lessee shall abandon the Leased Premises and/or the Project;

5. If Lessee shall otherwise fail to comply with any other covenant or condition of this [Amended](#) Ground Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Lessee from Lessor.

(b) In the event that any of the items of default set forth in subparagraphs (a) 3. or (a) 5. above is of such nature that it cannot be remedied within the time limits therein set forth, then Lessee shall have such additional time as is reasonably necessary to cure such default, provided Lessee commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) Lessor will send to the Lender all notices of default it sends to Lessee at the same time it sends such notice to Lessee.

Section 16. Remedies of Lessor.

(a) Upon the occurrence of any event of default Lessor may then terminate this [Amended](#) Ground Lease by written notice to Lessee and re-enter upon and take possession of the Leased Premises and the Project. In the event Lessor elects to avail itself of the rights and remedies contained in this Section, then such election by Lessor shall entitle Lessor to assume all of Lessee's right, title and interest in and to the Project, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon all subject to the interests of the Sublessee under its sublease, and Lessee shall surrender and deliver possession of the same to Lessor. In addition to the foregoing remedy, Lessor shall be entitled to collect from Lessee any and all costs, including reasonable attorney's fees, which Lessor may incur by reason of Lessee's default hereunder. All of Lessor's rights and remedies shall be subject to Sublessee's rights and interests under the terms of its sublease.

(b) In no event shall the Lessor terminate this [Amended](#) Ground Lease prior to the payment in full of the indebtedness of Sublessee under its sublease with Lessee without the prior written consent of the Sublessee's lender.

Section 17. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this [Amended](#) Ground Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Lessor shall be required to restore or revive time as being of the essence hereof after waiver by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Lessor by this [Amended](#) Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 18. Waiver of Claims. Lessee hereby waives any claim against Lessor and all of its officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this [Amended](#) Ground Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this [Amended](#) Ground Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this [Amended](#) Ground Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties and the Lender. Lessor hereby represents and warrants that Lessor is duly authorized to enter into this [Amended](#) Ground Lease.

Section 19. Quiet Enjoyment. Lessor agrees that Lessee, upon the payment of the rent and all other payments and charges to be paid by Lessee under the terms of this [Amended](#) Ground Lease, and observing and keeping the agreements and covenants of this [Amended](#) Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this [Amended](#) Ground Lease, without hindrance or molestation.

Section 20. Terms Binding Upon Successors. All the terms, conditions and covenants of this [Amended](#) Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 21. Condemnation.

(a) In the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this [Amended](#) Ground Lease acquire title to the Leased Premises (which for the purpose of this Section only shall include not only the land hereby demised but also the Project and other improvements erected thereon by Lessee) or acquire title to such substantial portion

thereof that Lessee cannot make use of the residue for the purposes intended by this [Amended](#) Ground Lease, such acquisition of title shall terminate this [Amended](#) Ground Lease, effective as of the date on which the condemning party takes possession thereof. Lessor and Lessee shall be entitled to separate awards with Lessor entitled to the value of the land taken and all damages to the remainder property, including, without limitation, severance damages, and Lessee entitled to the cost of the improvements taken and any damages relating thereto.

(b) If the condemning party acquires title to a portion of the Leased Premises only, and Lessee can make beneficial use of the residue thereof for the purposes intended by this [Amended](#) Ground Lease, then this [Amended](#) Ground Lease shall continue in full force and effect and the total proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair or restoration of the housing system facilities by Lessee in accordance with plans and specifications approved by Lessor. Any remaining balance of the condemnation proceeds shall be for the benefit of Lessor.

(c) It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Lessor or Lessee to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 22. Estoppel Certificates. Lessor, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Lessee, will execute, acknowledge and deliver to Lessee or to whomsoever Lessee may direct or to the Lender on the request of the Lender, a certificate of Lessor certifying that this [Amended](#) Ground Lease is unmodified (or, if there have been any modifications, identifying the same); that this [Amended](#) Ground Lease is in full force and effect; and that there is no default hereunder (or, if so, specifying the default).

Section 23. Miscellaneous.

(a) Laws of Florida Govern. This [Amended](#) Lease shall be governed by and be construed in accordance with the laws of the State of Florida without regard to conflict of laws principles.

(b) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their respective performances called for under this [Amended](#) Ground Lease which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lessor:

The District Board of Trustees of St. Johns River State College

5001 St. Johns Avenue

Palatka, Florida 32177

Attention: Office of the President

~~With a copy to:~~

~~Office of Vice President for Legal Affairs/General Counsel~~

~~St. Johns River State College~~

~~5001 St. Johns Avenue~~

~~Palatka, Florida 32177~~

~~Attention: General Counsel~~

If to Lessee:

St. Johns River State College Student Housing Corporation

5001 St. Johns Avenue, M8-314B

Palatka, Florida 32177

Attention: Chairperson

In either case, with a copy to the Lender:

Barwick Banking Company

110 Plantation Island Drive South

St. Augustine, FL 32080

or such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Amended Ground Lease, any supplements hereto and the exhibits to this Amended Ground Lease contain the entire agreement between Lessor and Lessee with respect to the subject matter of this Amended Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Lessee, as a material part of the

consideration hereof, hereby waives all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this [Amended](#) Ground Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee.

(f) Captions. The captions of this [Amended](#) Ground Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this [Amended](#) Ground Lease.

(g) Further Assurances. At and after the execution of this [Amended](#) Ground Lease, Lessor and Lessee will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this [Amended](#) Ground Lease.

(h) Exculpation / Non-Recourse. Lessee's obligations hereunder and/or under any other document, including, but not limited to, Lessee's obligation under Section 13 hereof, shall be non-recourse and collectible out of, and only out of, the Lessee's interest in the Leased Premises and there shall be no other recourse to the Lessee.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amended Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

LESSOR:

THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE, acting for and on behalf of ST. JOHNS RIVER STATE COLLEGE

By: _____

Print Name: ~~Wendell D. Davis~~ Rich Komando

Its: Chair

WITNESSES AS TO LESSOR:

Print Name: _____

Print Name: _____

~~APPROVED AS TO FORM & LEGALITY~~

General Counsel

LESSEE:

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

By: _____

Print Name: Joe H. Pickens

Its:

WITNESSES AS TO LESSEE:

Print Name: _____

Print Name: _____

EXHIBIT "A" (to [Amended](#) Ground Lease)

DESCRIPTION OF THE LEASED PREMISES

LEGAL DESCRIPTION

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

~~Commencing at the NE 1 / 4 of the NE 1 / 4 of Section 10, Township 10 South, Range, 26 East;; Thence Southerly along the Easterly Line of Section 10, S00° 45'35"E, 177.07'; Thence leaving said section line Westerly, S89° 14'25"W, 50.00' to a point on the Westerly ROW of Moody Road at the Southerly ROW of St. Johns Ave, said point also being the NE Corner of the Parent Tract of the Lands Described and Recorded in OR Book 247, Pg- 628; Thence Southerly along the Westerly ROW of Moody Road, S00° 45.35"E, 1051.67'; Thence leaving said ROW and heading westerly, N90° 00'00"W, 546.17', to the Point of Beginning and NE Corner of Parcel A. From the Point of Beginning for Parcel A, Thence the following 6 course and distances, (1) S00° 00'00"E. 255.81'; (2) N90° 00'00"W. 278.44'; (3) N00° 00'00"E. 111.63'; (4) N63° 54'12"E. 119.15'; (5) N15° 29'06"E. 95.22'; (6) N90° 00'00"E. 146.02' to the Parcel A Point of Beginning.~~

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26)

N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E, 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W, ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING; THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14)

N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

EXHIBIT C-1

Construction Period Insurance

Tenant agrees to furnish a current Certificate(s) of Insurance to Landlord as evidence that the following coverages remain in effect:

- **Builders Risk Insurance.** Tenant shall obtain and maintain builder's risk insurance on a completed value form, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on an all-risk coverage form including flood and windstorm coverage, only containing exclusions acceptable to Landlord in writing, and shall include coverage for reasonable compensation for professional services and expenses required as a result of such insured loss. This insurance shall insure the interests of Tenant, subcontractors, and sub-subcontractors in the work. Property covered by the insurance shall include temporary buildings or structures at the Project site and portions of the work, materials, and equipment stored offsite or in transit. The Landlord and BTITF shall be named as "Additional Insureds", and the policy shall include a waiver of subrogation endorsement.
- **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for contractor or any subcontractor. Tenant and its insurance carrier waive all subrogation rights against Landlord.
- **Public Liability Insurance.** Comprehensive general liability (broad form) including Property-operations, products/completed operations, contractual liability, and explosion, collapse and underground (XCU) coverages. The limits of liability must be at least \$1,000,000 each occurrence, \$5,000,000.00 annual aggregate combined single limits for bodily injury and property damage liability. The limit may include umbrella or excess liability insurance. The Landlord and the Board shall be named as "Additional Insureds." Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officials, and employees. Tenant's insurance shall protect from claims which may arise whether such claims may arise out of operations of the Tenant or by anyone directly or indirectly employed by Tenant.
- **Comprehensive Automobile Liability Insurance.** All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$500,000 each occurrence, \$1,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance. Landlord and the Board shall be named as a "Additional Insureds."
- **Professional Liability Insurance.** All architects, engineers and consultants providing design services for the Project shall maintain professional liability insurance of \$1,000,000 per claim, \$5,000,000 aggregate, naming Tenant, Landlord and the Board as "Additional Insureds." This insurance shall be written on a claims-made form, and it shall continue for five (5) years following completion of the performance or the attempted performance of the provisions of the contract for construction.

All of the above policies shall be issued by insurance companies authorized to do business in the State of Florida and with general policy holder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available "Best's" insurance reports.

The above paragraphs establish minimum insurance requirements. It remains the responsibility of the Tenant and/or the contractor to secure and maintain any additional insurance that may be necessary in connection with the construction contract.

Tenant's procuring of insurance policies required hereunder shall not relieve Tenant of any obligation or liability assumed under this [Amended](#) Ground Lease, including indemnity obligations.

Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers.

EXHIBIT C-2
Operating Period Insurance

Tenant shall, after the Project is constructed, obtain and maintain at its expense, the following policies of insurance covering activities performed under and contractual obligations undertaken during the Lease Term. Insurance requirements established hereafter shall be increased by Tenant, if necessary, to meet any statutory insurance requirements which may be established by Florida Statutes, rules, or regulations.

- **Commercial Property Insurance:** Project and Improvements shall be insured against loss by fire, windstorm, lightning, vandalism, malicious mischief and other hazards customarily insured by extended coverage, all risk (now known as causes of loss-special form), for their full replacement value, which shall be adjusted from time to time to reflect current replacement value. Landlord shall be named as an Additional Insured as its interests may appear.

- **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation insured shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for Landlord or any subcontractor.

- **Commercial General Liability Insurance:** Broad form comprehensive general liability insurance including Property-operations, products, completed operations and contractual liability, and explosion, collapse and underground (XCU) coverages. Limits of coverage shall be at least \$2,000,000.00 combined single limits for bodily injury and property damage liability, and \$5,000,000 excess umbrella coverage. Landlord shall be named as an "Additional Insured." Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officials, and employees. Tenant's insurance shall protect from claims which may arise whether such claims may arise out of operations of the Tenant or by anyone directly or indirectly employed by Tenant.

- **Comprehensive Automobile Liability Insurances:** All owned, hired, leased or non-owned vehicles used by the Tenant shall be covered. Policy limits shall be at least \$1,000,000 each occurrence combined single limit for bodily injury and property damage liability.

The above policies of insurance must be with insurance companies authorized to do business in the State of Florida and with general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" insurance reports and locally qualified to do business. Tenant shall furnish a current Certificate(s) of Insurance to the Landlord as evidence that the above required insurance coverages remain in effect. Executed copies of such policies of insurance shall be delivered to Landlord within ten (10) days after delivery of possession of the Property, and thereafter Tenant shall endeavor in good faith to deliver executed copies of renewal policies to Landlord within thirty (30) days prior to the expiration of the term of each existing policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

The policies of insurance described in Exhibit C-2 are minimum insurance requirements. It remains the responsibility of Tenant, each Contractor and each subcontractor to secure and maintain any additional

insurance policies that may be necessary or advisable in connection with the work related to the Project. The absence of a requirement herein for any type of insurance policy or insurance coverage, or for higher coverage limits shall not be construed as a waiver of Tenant's, Contractors' and all subcontractor's obligations to carry and maintain the types of insurances at limits that are appropriate to the liability exposure associated with design, equipping and operating the Project.

Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers.

Tenant hereby represents and warrants that Tenant's insurance policies and those of contractors and subcontractors shall be endorsed so that such waiver of subrogation shall not affect Tenant's rights to recover thereunder.

AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT

between

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

and

VIKINGART, INC. OR ASSIGNS

STUDENT HOUSING DEVELOPMENT PROJECT

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AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT

This **AMENDMENT #1 TO GROUND SUBLEASE AGREEMENT** (this “Amended Lease”) is entered into on August 21, 2024 (the “Effective date”), by and between **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit (“**Landlord**”) and certified as a direct support organization of The District Board of Trustees of St. Johns River State College, public body corporate (the “**Board**”), and VikingArt, Inc. or Assigns (“**Tenant**”), a [Florida limited liability company]. Landlord and Tenant are each referred to herein as a “**Party**” and together, the “**Parties.**”

RECITALS:

WHEREAS, the Board is interested in the well-being of its students, and believes there is both a need and demand for student housing facilities to further the Board’s mission, including to enhance (a) the Board’s recruitment and retention of well-qualified students, and (b) the academic success and social development of these students;

WHEREAS, the Board believes it is in its best interests to facilitate the development of a new student housing facility (the “Project”) to be located on its Palatka campus (“Campus”) through the engagement of an experienced and well-qualified private developer;

WHEREAS, the Board does not have student housing facilities available on the Campus to meet the current or projected needs and demand for student housing facilities;

WHEREAS, the Board caused the establishment of Landlord and certified Landlord as a direct support organization in order to undertake the Project;

WHEREAS, the Board is the owner certain lands comprising the Campus and has ground leased the land upon which the Project is to be located, as described in **Exhibit A** hereto (the “Property”) to Landlord pursuant to that certain Amendment #1 to Ground Lease Agreement dated as of August 21, 2024, (“Amended Lease”), a copy of which is attached hereto as **Exhibit B** and incorporated by reference;

WHEREAS, the Board, in an effort to use its resources in an efficient and effective manner, has determined that it is in the Board’s best interest to have Landlord pursue an arrangement whereby a qualified private entity shall provide planning, programming and financial analysis, permitting, financing, design, construction, management, operation, maintenance and repair of state-of-the-art student housing and other facilities and related infrastructure and improvements on the Property;

WHEREAS, Landlord and Tenant desire to enter into this Amended Lease to set forth terms and conditions for the development, design, permitting, financing, construction, operation and maintenance of the Project;

WHEREAS, Landlord is authorized to enter into this Amended Lease pursuant to the provisions of the Amended Lease and Section 1013.15, Florida Statutes.

NOW THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Defined Terms. The capitalized terms are defined as follows:

“Affected Residents” is defined in Section 5.3(i)(iii).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of a Person.

“Affiliate Loan” means Project indebtedness (including subordinated indebtedness) arising from loans by any Affiliate of Tenant or its Tenant Members.

“Annual Budget” is defined in Section 7.2(b).

“Annual Meeting” is defined in Section 7.1(c).

“Annual Period” means a one-year period commencing on July 1st and ending on the subsequent June 30. The first Annual Period shall commence on the Substantial Completion Date; provided, that, if the Substantial Completion Date shall occur on a date other than July 1st, all amounts due and payable for the partial Annual Period ending June 30 of the subsequent year, will be prorated to reflect the actual number of days in the partial Annual Period.

“Annual Plan” means a plan prepared by Tenant and approved by Landlord which meets the requirements described in Section 7.2.

“Architect’s Agreement” means any contract or agreement between Tenant and an Architect for services related to the planning, design and construction of any Improvement, element or component of the Project.

“Base Rent” is defined in Section 4.1.

“Board” means The District Board of Trustees of St. Johns River State College and its successors and assigns.

“Building Systems” means the HVAC, mechanical, electrical and plumbing components of each Improvement, element and component of the Project, including any fixture portions of any audio/visual system, any telephone system, any internet system and any security/alarm system in the Project.

“Business Day” means any day that Landlord is not closed for business and is neither a Saturday, a Sunday nor a day observed as a holiday in the State of Florida.

“Campus” means Board’s campus in Palatka, Florida.

“Capital Assets” means the equipment, machinery, structures, facilities, installations, fixtures and furnishings incorporated into, affixed to or otherwise installed at the Project characterized as capital assets under generally accepted accounting standards.

“Capital Expenses” means, for any Annual Period, the aggregate of all costs and expenses of the Project paid or incurred by Tenant during that same Annual Period that (a) are incurred in connection with the acquisition of a prior non-existing Capital Asset or the repair or replacement of a pre-existing Capital Asset, (b) not characterized as an operating cost or expense under generally accepted accounting principles, (c) contributes to maintaining or enhancing the value of the Capital Asset or the Project over its useful life, and (d) does not include the cost of personal property (other than furniture, furnishings, fixtures or Building Systems), removable trade fixtures or routine repairs, but does include the cost of structural repairs or replacements to the roof, and structural repairs, replacements or improvements to the Building Systems installed on the Property as part of the Project.

“Change in Control” means (a) with respect to a Person, the transfer of the power directly or indirectly to direct or cause the direction of management and policy of such Person, whether through ownership of voting securities, by contract, management agreement, or common directors, officers, managers or trustees or otherwise, to a Person or group of Persons or Tenant Member and (b) the merger, consolidation, amalgamation, business combination or sale of substantially all of the assets of such Person.

“Change of Law” means (a) the adoption of any Law after the date of execution of this Amended Lease, or (b) any change in any Law or in the interpretation or application thereof by any Governmental Authority after the date of execution of this Amended Lease.

“Construction Contracts” is defined in Section 5.3(c).

“Consultant” shall mean an independent firm which is a nationally recognized professional management consultant (which may be an accounting firm) selected by the Tenant and reasonably acceptable to the Landlord and having the skill and experience necessary to render the particular report required by the provision hereof in which such requirement appears.

“Damage” is defined in Section 14.1.

“Default” is defined in Section 13.1.

“Default Rate” is defined in Article 28.

“Development Work Product” is defined in Section 5.2(d).

“Eligible Residents” means persons eligible for occupancy of the Project and shall mean, (i) students registered in an academic program at the College; (ii) students registered in an academic program at the Florida School of the Arts (“FloArts”); (iii) persons or groups participating in any activity, conference, or program sponsored by the College or FloArts, (iv) persons or groups participating in any activity, conference, or program sponsored by a third party that Landlord has pre-approved the date and time in writing, and (v) staff of Tenant that Landlord has preapproved in writing. In all of the above instances “Eligible Residents” shall include prospective students who have accepted admission into the College or FloArts prior to registering; provided, such prospective student’s right to occupy the Project shall commence at such time as is customary for occupancy of student housing prior to commencement of classes at the College and such other students as Landlord may from time to time deem appropriate.

“Environmental Law” means any Laws applicable to the Property, any Improvement of the Project regulating or imposing requirements, limitations, restrictions, liability or standards of conduct concerning or relating to the regulation, use, conservation or protection of human health, air, soil, water and other natural resources, the environment or Hazardous Materials.

“Equity Participant” means any Person who holds any capital stock or membership interest of the Tenant Member.

“Event of Default” is defined in Section 13.1.

“Exclusive Agreements” means those contracts, agreements, concessions, franchises or other arrangements with third parties entered from time to time for the sale, lease, rental, delivery, performance or furnishing of any (a) goods, services or rights or (b) interests in intellectual property rights on an exclusive basis.

“Force Majeure” is defined in Article 31.

“Good Industry Practice” means those means, methods, techniques, practices and procedures used by prudent contractors in the design, construction, operation, maintenance, sustainability, repair, rehabilitation, replacement and renovation of buildings, structures, facilities, systems and improvements comparable in size, use and function to the Project.

“Governmental Authority” means any federal, state, local or foreign government, department, commission, board, bureau, agency, court or other regulatory, administrative, judicial, tax, governmental or quasi-governmental authority, excluding the Landlord.

“Governmental Authorization” means any approval, authorization, consent, waiver, variance, exemption, declaratory order, exception, license, filing, registration, permit or other requirement of any Governmental Authority that is applicable to the Campus, the Property, the Improvements, the Project or either of the Parties.

“Government Official” is defined in Section 39.12.

“Handback Reserve Account” means the account to be established and funded by Tenant during the last three (3) Annual Periods of this Amended Lease in accordance with Section 11.4.

“Hazardous Materials” means any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is a contaminant, pollutant, dangerous substance, radioactive substance, toxic substance, hazardous waste, subject waste, hazardous material or hazardous substance which is or becomes regulated by applicable Environmental Laws or which is classified as hazardous or toxic under applicable Environmental Laws (including gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos and urea formaldehyde foam insulation).

“Improvement” means any building, structure, fixture, equipment, machinery, Building System, appurtenance or element or component thereof and related utility, communication, information technology, cable, safety, security and infrastructure installations comprising the Project.

“Indemnified Parties” is defined in Section 19.2.

“Landlord” is defined in the first paragraph.

“Landlord Delay” means a delay caused by (i) the failure of Landlord to fulfill any of its material obligations under this Amended Lease, subject to notice and cure (ii) any requested change, modification or alteration by Landlord to the Plans and Specifications after final approval, (iii) the failure of Landlord to approve or provide the basis for non-approval of the proposed Plans and Specifications in accordance with the applicable schedule therefore.

“Landlord Taxes” means any federal, state, or local taxes which are assessed or incurred during the Lease Term, with respect to the collection of Base Rent or the use or operation of the Project.

“Landlord’s Marks” is defined in Section 27.1.

“Law” means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, ruling that has the force of law or any treaty, constitution, statute, code, rule or regulation of any Governmental Authority.

“Leasehold Mortgage” means any indenture, mortgage, deed of trust or other security agreement or arrangement securing the repayment of Project Debt and encumbering Tenant’s leasehold interest in the Property and interest in the Project, in each case that satisfies all of the conditions in Section 17.2.

“Leasehold Mortgage Transfer” is defined in Section 17.2(e).

“Leasehold Mortgagee” means the holder or beneficiary of a Leasehold Mortgage and defined in Section 17.2.

“Lender” means each bank or financial institution or any other holder of a beneficial interest in a Security Document, including any financial guarantor, which is a provider of Project Debt or any guaranty or credit enhancement in respect thereof, and any participating parties, trustees and agents together with their respective successors and assigns.

“Management Agreement” means any property management agreement by and between the Tenant and the Manager, as amended from time to time.

“Management Committee” is defined in Section 7.1(a).

“Manager” means a third party (other than an Affiliate of Tenant) engaged to provide all or a substantial portion of the Tenant’s obligations hereunder.

“Operating Expenses” means, for any Annual Period, the aggregate of all costs and expenses of the Project paid or incurred by Tenant during that same Annual Period or accrued from prior Annual Periods (to the extent not previously paid from Operating Revenues), in connection with the ownership, possession, use, leasing, management, operation, maintenance, repair, marketing, promotion and furnishing of the Project, which shall include without limitation (i) the cost and expense of utility service, telephone, internet, cable television or any other service to the Project paid by Tenant; (ii) payments made into any reserves required or permitted under the terms of this Amended Lease or under the terms of any Funding Agreements, including without limitation the Reserve Accounts; (iii) Taxes; (iv) any amounts payable under the Management Agreement; (v) all Capital Expenses funded through sources other than through loans obtained by Tenant to pay for Capital Expenses or reimburse Tenant for Capital Expenses; (vi) all costs and expenses incurred by Tenant in connection with the preparation of any tax returns and any audits; (vii) all amounts due Landlord pursuant to Article 4 hereof, (viii) Base Rent, and (ix) all other operating costs and expenses incurred by Tenant with respect to the ownership and operation of the Project. Operating Expenses shall not include depreciation and amortization, debt service payments on Project Debt, Affiliate Loans or any other form of indebtedness.

“Operating Revenues” means, for any Annual Period, the gross amount of all rents and all other revenues received, by Tenant in any way or manner arising from or relating to the ownership, possession, occupancy, use, leasing, management, operation, repair, rehabilitation, or renovation of the Project during

such Annual Period, excluding, however, (i) any tenant security deposits not recognized as income, (ii) extraordinary receipts arising from condemnation awards or proceeds received from insurance policies, (iii) capital contributions to Tenant, (iv) the proceeds of any Project Debt or Additional Debt, (v) the proceeds from any sale of any interest of Tenant in this Amended Lease or any membership or ownership interest of Tenant, or (vi) a release of funds from any reserves required or permitted under the terms of this Amended Lease or under the terms of any Funding Agreements, including without limitation the Reserve Accounts.

“Ownership Transfer” shall mean a transfer of an interest in the membership or ownership interests of Tenant.

“P&P Bonds” is defined in Section 5.3(d).

“Permitted Delay” means any delay arising out of or resulting from (i) Force Majeure, (ii) adverse site conditions that could not have been reasonably foreseen by Tenant, or (iii) a Landlord Delay.

“Permitted Ownership Transfer” shall mean, with respect to a transfer of an interest in the membership or ownership interests of Tenant (i) transfers among Persons holding Tenant Common Equity, (ii) following the fifth (5th) anniversary of Substantial Completion of the Project, any transfer of direct ownership interests in Tenant, provided that, after giving effect to such Transfer, (1) Tenant is managed by a Person meeting the requirements of a Qualified Purchaser and (2) Tenant Members continues to directly hold at least fifty-one percent (51%) of the initial percentage of Tenant Common Equity following the Financial Closing (as measured by the right to receive residual distributions upon final liquidation) or (iii) any reorganization, merger or consolidation of a Tenant Member with any corporation or legal entity, in which as the result of such reorganization, merger or consolidation, the surviving entity succeeds to substantially all of the assets or business of such Tenant Member, (including its rights and obligations under this Amended Lease and the Project) and Tenant and Tenant Member are managed by a Person meeting the requirements of a Qualified Purchaser.

“Permitted Project Transfer” means, with respect to a transfer of Tenant’s interest in this Amended Lease, a transfer to any Affiliate of Tenant or Tenant Member; provided, that, following such transfer (i) the successor Tenant shall have the same Tenant Members as the transferor Tenant, (ii) the transferor Tenant shall be the sole member of the successor Tenant, and no transfer of Tenant Members’ ownership interests shall have occurred in the transferor Tenant, or (iii) if the successor Tenant has a sole member entity other than the transferor Tenant, that sole member entity shall have as its member or members either (1) the Tenant Members of the transferor Tenant, or (2) the transferor Tenant, in which instance, no transfer of Tenant Members’ ownership interests shall have occurred in the transferor Tenant.

“Permitted Transfer” means (i) a Leasehold Mortgage, (ii) a Leasehold Mortgage Transfer, and/or (iii) the leasing or licensing of residence units or beds to Eligible Residents in the Project in accordance with the terms and conditions of this Amended Lease.

“Permitted Uses” is defined in Section 3.3.

“Personalty” is defined in Section 3.4(b).

“Person” means any individual, corporation, partnership, joint venture, business, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or any Governmental Authority.

“Project Building Permits” is defined in Section 5.2(e).

“Project Debt” means bona fide indebtedness (including mezzanine and subordinated indebtedness) for funds borrowed or for the value of goods or services rendered or received, the repayment of which is secured by one or more Security Documents. Project Debt includes, without limitation, principal (including accreted principal), accrued interest (including capitalized interest), lender, agent, trustee and monoline fees, costs and expenses payable to Lenders with respect thereto, premiums or reimbursement obligations with respect to any insurance or financial guaranty with respect thereto, all payment obligations under any hedging agreements with respect thereto, including (without double counting) current pay and accreting swaps, lease financing obligations, and Breakage Costs. Project Debt excludes equity participant debt and any other indebtedness of Tenant or any equity participant, member, partner or joint venturer of Tenant (or Affiliate thereof) that is secured by anything less than Tenant’s entire interest in this Amended Lease or all of the equity interest in Tenant and Tenant Member, such as but not limited to indebtedness secured only by an assignment of economic interest in Tenant or of rights to cash flow or dividends from Tenant.

“Property” means, together the real property on which the Project will be constructed as described in Exhibit A.

“Qualified Purchaser” means, subject to the prior approval of Landlord as set forth below, a Person that has the financial condition, qualifications and experience in the capital asset management, repair and rehabilitation of student housing and commercial facilities of comparable size and quality as the Project and the experience in the operations of student housing and commercial facilities of comparable size and quality as the Project (or will engage a Manager with all such expertise, or is controlled by a Person with all such expertise) and is thereby eligible to acquire the Tenant's interest in this Amended Lease and assume, perform and discharge Tenant's obligations and covenants under this Amended Lease in connection with a transfer described under Sections 15.1 or 15.3. The Landlord may withhold approval of whether a Person is a Qualified Purchaser only if the proposed transferee is, in the reasonable judgment of the Landlord, not capable of performing the obligations and covenants of the Tenant under this Amended Lease, which determination may be based upon factors including the following: (1) the financial strength of the proposed transferee and its direct or indirect beneficial owners; (2) the capitalization of the proposed transferee; (3) the experience of the proposed transferee, in the event the Project would not be independently managed, or the property manager to be engaged by the proposed transferee, in managing and maintaining assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project; and (4) Landlord has a reasonable basis for concern that approving such proposed transferee would potentially have a negative reputational effect on Landlord, including as a result of any quality of any such transferee's or its Affiliates' past or present pattern of behavior or performance on other projects, the chief executives or directors of the proposed transferee having been convicted of crimes or entered into any agreed settlements related to fraud, securities violations or moral turpitude, or having been subject to any civil penalties or fines as a result of any of the foregoing. Any institutional lender that provides Project Debt or any purchaser or transferee at the foreclosure of the mortgage and security interests or transfer in lieu of foreclosure under the Security Documents arising out of an event of default by Tenant under the Funding Agreements, as set forth in Section 17.2(e), shall constitute a Qualified Purchaser approved by Landlord for purposes of Section 17.2(e).

“Rates CPI Adjustment” means the product obtained from multiplying the Base Rent and Rental Rates, as applicable, for the current Annual Period by the fraction whose numerator is equal to the Current Index Number and whose denominator is equal to the Base Index Number. If the Index is not in existence at the time the determination is to be made, the parties shall use such equivalent price index as is published by a successor government agency in lieu of the Index; or, if no such price index is published, then the parties shall use a mutually acceptable equivalent price index as is published by a non-governmental agency. The “Index” means the unadjusted Consumer Price Index for all Urban Consumers, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor.

With respect to adjustments to Rental Rates, the Index for July of the immediately preceding Annual Period shall be the “Base Index Number,” and the Index for July of the current Annual Period shall be the “Current Index Number”. With respect to adjustments to Base Rent, the Index for July of the Annual Period which is five years prior to the current Annual Period shall be the “Base Index Number,” and the Index for July of the current Annual Period shall be the “Current Index Number”.

“Rental Rates” means the rental rates and other standard rent-included charges.

“Repair and Replacement Account” means the separate reserve account established and funded by Tenant into which Tenant will deposit and maintain funds in accordance with Section 11.2 for the performance of Tenant Services with respect to the Project.

“Repair and Replacement Component” is defined in Section 11.2(b)(i).

“Scheduled Substantial Completion Date” means July 1, 2024 as such date may be amended from time to time as expressly provided herein.

“Secured Party Lease” is defined in Section 17.2(f).

“Security Documents” means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Lender as security for Project Debt or Tenant’s obligations pertaining to Project Debt and encumbering Tenant’s interest in the Amended Lease and/or an interest in Tenant.

“Significant Changes” is defined in Section 5.8(b).

“Stabilization” means the completion of the first five (5) consecutive Annual Periods during which Tenant shall have entered into leases from Eligible Tenants.

“Standards” means the performance of the applicable work in a good and workmanlike manner in accordance with the standards required by applicable Laws, Governmental Authorizations, College Standards, Good Industry Practice.

“Substantial Completion” is defined in Section 5.3(k).

“Substantial Completion Deadline” means ninety (90) days after the Scheduled Substantial Completion Date.

“Taking” is defined in Section 21.1.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, permit fees, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, assessment, stamp tax, duty, fee, withholding or similar imposition of any kind whatsoever payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not, which are due and owing during the Lease Term relating to this Amended Lease, transactions contemplated by this Amended Lease, Tenant’s leasehold interest, Tenant’s interest in any Improvement and Tenant’s Personalty of any kind owned, leased,

installed and located in the Property, the construction, occupancy or use of the Project, or any materials purchased in connection therewith, and on any other transactions, property or assets related to the Project which are assessed or incurred during the Lease Term, excluding, however, any Landlord Taxes.

“Tenant Asset Management Services” means the life cycle maintenance, replacement, repair, rehabilitation, renovation and refitting services, including the upgrading and/or repair services to be performed by Tenant in accordance the terms of this Agreement.

“Tenant Common Equity” means the common equity contributed by an equity participant, plus the principal amount of any Affiliate Loans, in an amount not less than twenty percent (20%) of the total development costs of the Project.

“Tenant Maintenance Services” means routine and preventative maintenance services to be performed by Tenant or a Manager with respect to the Project.

“Tenant Member” means individually and collectively, the individuals, trusts or other corporate entities, any replacement trusts or estate-planning entities therefore, and their successors and family assigns, including, without limitation the heirs/beneficiaries and/or trustees of said trusts; *provided, that*, in the event of the acquisition of the Project and Tenant’s rights and obligations under this Amended Lease by a Qualified Purchaser, the term ‘Tenant Member’ shall be deemed to mean, individually and collectively, the holders of direct or indirect ownership interests therein as of the date of closing of such acquisition transaction; *provided, further, that*, if requested by such Qualified Purchaser or Landlord, a list or organizational chart reflecting each such Tenant Member will be approved in writing by such parties and/or attached as a replacement exhibit to this Amended Lease.

“Tenant Services” means, Tenant Maintenance Services and Tenant Asset Management Services.

“Tenant's Marks” is defined in Section 27.2.

“Tenant’s Related Parties” is defined in Section 39.4 (b).

“Termination Notice” means the notice to be delivered by Landlord to Tenant pursuant to which Landlord exercises its Buyout Option, which notice shall contain the proposed Termination Payment Date.

“Transfer Notice” is defined in Section 15.3.

“Utility Lines” is defined in Section 5.4(a).

Section 1.2 Rules of Interpretation. The headings of Articles and Sections in this Amended Lease are provided for convenience of reference only and will not affect the construction, meaning or interpretation of this Amended Lease. All references to “Articles,” “Sections,” or “Exhibits” refer to the corresponding Articles, Sections or Exhibits of or to this Amended Lease. All Exhibits to this Amended Lease are hereby incorporated by reference. All words used in this Amended Lease will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words “include,” “includes” and “including” shall be interpreted to mean “including without limitation.” Unless otherwise stated, any reference to a Person, whether or not a Party, includes its permitted successors and permitted assigns and, in the case of any Government Authority, any Person succeeding to its functions and capacities. Other grammatical forms of defined words or phrases have corresponding meanings. A reference to a writing includes any mode of representing or reproducing words, figures or symbols in a

lasting and visible form, including electronic. Unless otherwise provided, a reference to a specific time of day for the performance of an obligation is a reference to the time in the place where that obligation is to be performed. A reference to a document, law, code, contract or agreement, including this Amended Lease, includes a reference to that document, code, contract or agreement as novated, amended, modified, revised, supplemented, replaced or restated from time to time in accordance with the relevant provisions thereof. If any payment, act, matter or thing hereunder would occur on a day that is not a Business Day, then such payment, act, matter or thing shall, unless otherwise expressly provided for herein, occur on the next succeeding Business Day. The words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this Amended Lease as a whole and not to any particular provision of this Amended Lease.

ARTICLE 2. TERM

Section 2.1 Agreement Term; Lease Term. This Amended Lease shall be effective from the Effective Date through June 30 of the fortieth (40th) full Annual Period after the Substantial Completion Date occurs (the “**Lease Term**”). On the Effective Date Tenant shall have and hold its Leasehold interest in the Property, subject to the conditions, covenants, and agreements set forth in this Amended Lease.

Section 2.2 Return of Property and Project. At expiration of the Amended Lease, the Improvements comprising the Project shall be in a good and operable condition, considering ordinary wear and tear, casualty and condemnation excepted. Tenant acknowledges and agrees as of the date hereof that the building structure and Building Systems of the Improvements are being designed such that they will have at least twenty-five percent (25%) of their useful life remaining at the expiration of the Lease Term.

ARTICLE 3. PROJECT

Section 3.1 Project Development. This Amended Lease sets forth the terms and conditions pursuant to which Landlord will lease to Tenant the Property for the design, permitting, funding, financing, construction, furnishing, management, operation, maintenance, repair, renovation, and rehabilitation of the Project.

Section 3.2 Commencement of Amended Lease.

(a) Landlord does hereby agree (A) to lease, demise and let unto Tenant, and Tenant shall lease, rent and hire from Landlord, the Property, and (B) to grant Tenant the right to access and use the Property for the Permitted Uses on the terms and subject to the conditions set forth herein.

(b) The Property leased by Landlord to Tenant hereunder shall be leased and made available in its then-current condition, “AS-IS, WHERE-IS, AND WITH ALL FAULTS” except for any express representations and warranties from Landlord set forth herein and adverse site conditions that could not have been reasonably discovered or foreseen by Tenant. Tenant hereby acknowledges and agrees that prior to the Financial Closing, Tenant will have the opportunity to reasonably and in good faith inspect, assess, evaluate, survey and appraise the Property, obtain, review, analyze and evaluate title documents, public records, maps, plans, documents, data and information relating to the Property, and take samples and conduct tests and otherwise ascertain the nature and condition of the Property, Utility Lines and equipment on and serving the Property, and Tenant accepts the Property and all such buildings, structures, facilities, installations, utility lines and equipment “AS-IS, WHERE-IS, AND WITH ALL FAULTS,” except for any express representations and warranties from Landlord set forth herein.

Section 3.3 Permitted Use of Project. During the Lease Term, Tenant shall lease, use and occupy the Property only for the following “**Permitted Uses**” in accordance with the provisions of this Lease: (a) removal, relocation, adjustment, construction and installation of utility, emergency, security, communication, cable and information technology and infrastructure systems, networks, lines and equipment on and/or serving the Property and adjacent areas on the Campus; (b) development, planning, design, permitting, financing, funding, equipping, construction and furnishing the Project; (c) using the Project to house Eligible Residents, unless otherwise approved in writing by the Landlord in its discretion, and entering into housing agreements or contracts for the Project with Eligible Residents in a form to be approved by Landlord, which approval shall not be unreasonably withheld, (d) management, operation, and occupancy the Project; (e) performance of the Tenant Services, and (f) such other ancillary activities and uses as may be reasonably necessary to effectuate the foregoing uses and purposes.

Section 3.4 Title to Improvements and Personalty.

(a) During the Lease Term, Tenant shall hold a leasehold interest in the Property. During the Lease Term Tenant shall own the Project. In no event shall Tenant be deemed to hold a fee simple interest or any interest in the Property other than a leasehold interest under the terms of this Amended Lease.

(b) Landlord acknowledges and agrees that title to the following is and shall remain the sole property of Tenant during the Lease Term: (i) all Improvements acquired, constructed and installed by Tenant for the Project which comprise the Project, including all Building Systems, fixtures, equipment, pipes, cables, conduits, and connections, but excluding utility, emergency, security, communication, internet, wireless, cable and information technology systems, networks, equipment, lines, connections and other infrastructure; and (ii) any and all equipment, furniture, furnishings, appointments and trade fixtures which are not affixed to the Project, and other personal property acquired by Tenant and located on the Property by Tenant, regardless of whether such items are affixed or attached to the Property in any manner (collectively, the “**Personalty**”), whether acquired before or during the Lease Term. Tenant has the sole right to claim all depreciation with respect to the Improvements comprising the Project and related Personalty during the Lease Term. Personal property located on the Property or in the Project by Landlord, utility providers, residents and subtenants do not constitute Personalty.

(c) Upon the expiration or the earlier termination of this Amended Lease, Tenant's leasehold interest in the Property will terminate and possession, occupancy, control and use of the Property shall unconditionally and automatically revert to the Landlord and title to the Improvements located on the Property shall be automatically transferred to Landlord without any act, notice, payment or compensation. Any Personalty that Tenant has not removed from the Property within thirty (30) days after expiration of the Lease or other time period permitted for such removal hereunder may be disposed of by Landlord at Tenant's cost, expense and risk, or, at Landlord's election, shall be transferred to Landlord at no cost or expense.

(d) In connection with the reversion and transfer of any portion of the Project or Property to Landlord, Tenant shall represent and warrant the following to Landlord as of the transfer date: (i) Tenant is the sole leasehold owner of the Project (except for any Eligible Residents in the Project); (ii) no person or entity holds a mortgage, lien, deed of trust, security interest, encumbrance or any other interest related to the Project; and (iii) the Project and the Property shall be in the condition required pursuant to the last sentence of this subsection. Upon expiration of this Amended Lease, amounts on deposit shall be transferred to Tenant. At the expiration or early termination of the Amended Lease, the Improvements and capital assets, fixtures, furnishings and equipment comprising the Project which are not then owned by Landlord and will become the property of Landlord shall be in a good and operable condition, ordinary wear and tear, casualty and condemnation excepted.

(e) Upon the expiration or early termination of this Amended Lease at any time prior thereto and following written request of the Landlord, Tenant shall promptly provide Landlord with copies of all Governmental Authorizations, construction plans, specifications and drawings, material contracts, operating manuals and maintenance records relating to the construction, operation, maintenance, repair, rehabilitation, replacement and any alteration of the Improvements located on such Property performed by or at the direction of Tenant in Tenant's possession or control and any documents or information in Tenant's possession or control relating to the non-compliance of the Property or the Improvements with applicable Laws or Governmental Authorizations.

Section 3.5 Ownership of Project Improvements. During the Lease Term, Tenant shall own, occupy, manage, use and possess the Project.

Section 3.6 Landlord Access Rights. Landlord further reserves unto itself from this Amended Lease (and from Tenant's leasehold interest under this Amended Lease), for the use of Landlord and its employees, representatives, agents, subtenants, licensees, guests, contractors and vendors, and their respective invitees, unlimited rights of access to (and the right to use) hallways, restrooms and other common amenities located upon (or within) the Property and the Improvements located on the Property as are reasonable and appropriate in connection with the accomplishment of the College's mission and purpose and the safety and security of persons and property on the Campus, provided that Landlord shall not unreasonably interfere with the operations of the Project and shall comply with Tenant's reasonable instructions. The aforesaid access rights include the right to have access to all necessary information technology, cable, data, communication and telephone systems, networks and lines and Building Systems serving the Project; provided that such access and use shall not adversely impact the access to or use of the Project and shall be at no cost to Tenant.

ARTICLE 4. RENT AND OTHER FINANCIAL COVENANTS

Section 4.1 Rent.

(a) Beginning on August 1, 2024, and continuing throughout the Lease Term, Tenant covenants and agrees to pay to Landlord as **Base Rent** in the amount equal to One Dollar (\$1). Base Rent shall be payable by Tenant to Landlord in one annual payment in advance of each applicable Annual Period.

Section 4.2 Net Lease.

(a) This Amended Lease is a net lease. The Parties acknowledge and agree that, subject to Landlord's express obligations hereunder, Landlord would not enter into this Amended Lease if the payments to Landlord hereunder were not absolutely net to Landlord or if Landlord were obligated or required to incur any current or future cost, expense, assessment, imposition, fee or liability whatsoever, foreseen or unforeseen, relating to the following: (i) planning developing, designing, permitting, funding, financing, insuring, acquiring, equipping, furnishing and constructing the Project; (ii) leasing, possession, occupancy or use of the Property or any portion thereof; (iii) utility service to the Project; (iv) the entitlement of the Property; (v) use, operation, maintenance, rehabilitation, repair, replacement or renovation of the Improvements comprising the Project or any portion thereof; (vi) marketing and subleasing residential units of the Project; and (vii) Tenant's exercise of any other rights under this Amended Lease. Accordingly, unless otherwise expressly provided by the terms of this Amended Lease, Tenant shall pay all expenses, costs, Taxes, fees licenses, and charges of any nature whatsoever arising in connection with or attributable to the Property or the Project or in any manner whatsoever arising as a result of Tenant's exercise of the rights of Tenant set forth in this Amended Lease, including costs of design, permitting, construction, management, operation, maintenance, repair, replacement, rehabilitation, or

renovation of the Project, reasonable accounting and attorney's fees, capacity charges, connection fees, impact fees, utility charges, surety bonds and insurance premiums.

ARTICLE 5. DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS

Section 5.1 Minimum Requirements.

(a) Authorizations. Tenant will ensure that all Binding Agreements and other contracts, agreements, purchase orders and other arrangements it enters into in connection with the planning, design, construction of the Project comply, in all material respects, with the Standards and the Permitted Exceptions and are consistent with the terms of this Amended Lease. Tenant shall ensure that all contracts and agreements it enters into in connection with the performance of Tenant Services comply, in all material respects, with the Standards and Permitted Exceptions and are consistent with the terms of this Amended Lease.

(b) Project Description. Tenant shall at its sole cost and expense, develop, plan, design, permit, fund, finance, acquire, equip, furnish, install and construct the Project in accordance with the Plans and Specifications.

Section 5.2 Design.

(a) Design Services. Tenant shall select and contract with architects, space planners, engineers, and other design personnel to perform design services and produce design and construction plans, drawings, specifications and documents necessary for the equipping, installation and construction of the Project. Such persons shall have experience, expertise, training and applicable licenses, certifications and registrations necessary to do business and the design work to be performed by them. All design work will be performed by an architect or firm of architects licensed by the State of Florida (the "**Architect**"). The cost, fees and expenses of all professional engineering, surveying, design, and architectural services required by Tenant to prepare Plans and Specifications and oversee construction of the Project in accordance with the Plans and Specifications will be paid by Tenant, with the exception of those costs expressly agreed to be paid by Landlord or Board by separate agreement.

(b) Standards for Design. The design of the Project shall meet the Florida Building Code. In its original design of the Project and any alteration thereafter (subject to Landlord approval), Tenant shall take into account architectural designs and ambiance of the Campus, the location of the Project, the necessity that the final design complements other buildings and facilities on the Campus and other aspects agreed upon by the Parties.

(c) Submittal Process. Plans and Specifications and any other documents relating to the design or construction of the Project shall be submitted to Landlord in connection with permitting of the Project and for purposes of demonstrating compliance of all design and construction work and the Project with the applicable Standards. Design and construction documents for the original construction of the Project shall be submitted to Landlord. Tenant shall submit proposed Plans and Specifications to the College's Facilities Planning and Construction Department personnel to review and provide recommendations. The final Plans and Specifications shall be substantially consistent with the most recent design documents and construction plans, and layouts, arrangements, massing, techniques, systems, utility service arrangements, principles, renderings, drawings and specifications proposed by Tenant, except as otherwise expressly agreed upon by the Parties. Notwithstanding anything herein to the contrary, the scope of review of Landlord shall be limited to providing comments to or disapproval of any proposed Plans and Specifications.

(d) Development Work Product. Tenant hereby grants a security interest in, and collaterally assigns to the Landlord, any and all of Tenant's and its Affiliates right, title and interest in and to all Plans and Specifications, intellectual property, drawings, renderings, studies, contracts and marketing material of any kind produced, utilized, acquired, granted, obtained or existing at any time in connection with the performance of site due diligence and investigation activities and during the term of this Amended Lease relating to the design, permitting, equipping, construction, management, operation, maintenance, alteration, repair, rehabilitation, replacement and renovation of the Project (collectively, "**Development Work Product**"), effective automatically and without further action. This Amended Lease shall constitute a security agreement with respect to such security interest. Landlord's security interests in the Development Work Product are subordinate to the security rights in favor of any Leasehold Mortgagee. Tenant shall grant or cause to be granted to Landlord a perpetual, non-exclusive, irrevocable, royalty-free and transferrable right and license to use the Development Work Product and sublicense it only in connection with the Project, without further approval or compensation, and Tenant hereby authorizes Landlord's use of same subject in connection with the Project. Promptly upon request of the Landlord from time to time, Tenant shall execute such assignments and assurances as the Landlord may request to perfect the assignment of the Development Work Product to the Landlord. Tenant will indemnify, defend and hold harmless the Landlord and the Board from and against any and all claims, demands, actions, proceedings, losses, liabilities, costs and expenses, including attorney's fees, relating to the Development Work Product, including infringement or misappropriation claims, mechanic's and materialmen's liens, claims caused by the failure of Tenant to fully pay for all Development Work Product or any adverse claim to or lien upon the Development Work Product or the Project. Notwithstanding anything herein to the contrary, in no event shall Landlord be permitted to use any of the Development Work Product for any reason other than in connection with the design, permitting, equipping, construction, management, operation, maintenance, alteration, repair, rehabilitation, replacement and renovation of the Project and other improvements located on the Campus.

(e) Governmental Authorizations. Tenant is required to obtain all zoning, land use and other Governmental Authorizations from every Governmental Authority having jurisdiction over the Project which are necessary to install and construct the Project and thereafter occupy, use, operate, maintain, repair, rehabilitate and replace any Improvement and utility installations on or serving the Property, and each element and component of the Project for its intended purposes (collectively, the "**Project Building Permits**"). Landlord shall reasonably cooperate to support the efforts of Tenant to obtain the Project Building Permits.

Section 5.3 Construction.

(a) Permits. Tenant shall use commercially reasonable efforts to obtain all required Project Building Permits as soon as reasonably practicable at tenant's sole expense. All applications and related materials to be presented to the Governmental Authorities in connection with the application for Project Building Permits must be submitted to Landlord for review and comment no later than five (5) Business Days prior to being submitted to the applicable Governmental Authorities. No less frequently than every other week and at any time upon reasonable request by Landlord, during such time as any application for any Project Building Permits are pending, Tenant shall submit to Landlord a report of progress and status of the applications for Project Building Permits such that Landlord is reasonably informed about the subject matter, status and specifics of the submittals and application for each Project Building Permit.

(b) Construction. Tenant shall issue a notice to proceed to Contractors to commence full-scope construction work for the Project as and when required by the Financing Documents. Tenant shall at all times assure that adequate personnel and resources are utilized to perform construction of the Project in accordance with the Project Baseline Schedule.

(c) General Contractor. All construction work for the Project will be performed by one or more general contractors or design-builders selected by Tenant who are licensed by the State of Florida (the “**Contractors**”) and execute a construction contract (the “**Construction Contracts**”) with Tenant. In the event Tenant determines to replace the primary Contractor Tenant shall give notice to Landlord not less than ten (10) Business Days prior thereto including with such notice an explanation for the change and describing the capability of the replacement contractors to perform work and services at the Project. Landlord shall have the right to approve any replacement primary Contractor.

(d) Bonds.

(i) Tenant shall provide Landlord with performance and payment bonds issued by a surety and in an amount as required under Florida Statutes Section 255.05 and approved in advance by Landlord as compliant with Landlord’s policies and procedures (“**P&P Bonds**”). Such P&P Bonds shall be procured by the Contractors. All P&P Bonds shall be issued on behalf of Tenant and recorded and certified in accordance with Florida Statutes Section 255.05. The P&P Bonds shall cover the faithful performance of each Construction Contract by the applicable Contractor and any subcontractors performing a portion of the construction work, strict compliance of the construction work with the Plans and Specifications, completion of the Project in accordance with the Project Baseline Schedule, completion of Tenant’s obligation to repair and restore the Property in the event this Amended Lease is terminated as provided herein, and payment of all costs, fees, charges and amounts for labor, work, services, supplies, materials, equipment or other items incorporated into or used in construction of the Project. All P&P Bonds will inure to the benefit of Landlord to indemnify it against any loss or damage in connection with the construction, including reasonable attorney’s fees, through appeal if necessary.

(ii) Tenant may substitute a \$500K irrevocable letter of credit or pledge unencumbered real estate in the value of \$1,000,000 or more, the nature and content of which to be approved by the Board in lieu of a Performance and Payment Bond.

(e) Release. On or before commencement of construction at the Property, Tenant shall cause each Contractor to deliver to Landlord, in a form reasonably acceptable to Landlord and its counsel, a waiver and release, the substance of which shall be a waiver of any right such Contractor may have to a claim of lien of any kind or nature upon any part of Landlord’s interest in the Property, and a release of Landlord and the Board from all claims that such Contractor might at any time have arising out of or relating to the applicable Construction Contract or the Project.

(f) Construction and Testing. Tenant is required to make or arrange for all site inspections and to be responsible for monitoring or arranging for quality assurance, quality control, sampling, testing and reporting relating to the design, demolition and construction work. Tenant shall keep Landlord informed of the schedule of such inspections, sampling and tests in order that representatives of Landlord may observe them and receive any test results or reports prepared on the basis thereof.

(g) Disruption to Adjacent Properties. Tenant shall take all reasonable action and precaution to avoid and minimize disruption to traffic, parking and activities on or in the vicinity of the Campus during performance of work relating to the Project. Landlord shall cooperate with Tenant upon Tenant’s reasonable request to provide access over portions of the Campus to the Property which is necessary for performance of any such work. During the course of the work, Tenant shall cause all Contractors, subcontractors and personnel performing work on or making deliveries or pick-ups at the Property to park trucks and vehicles solely on the Property or in a designated parking or staging site reasonably agreed upon by Landlord and Tenant. All tools, equipment, supplies, materials and other items used in the performance of the work shall

be stored on the Property or a designated staging area at the cost and risk of Tenant, Contractors and subcontractors. Tenant shall also cooperate and coordinate with Landlord to minimize any interference with the use and enjoyment of the residences, buildings and areas in the vicinity of the Property by faculty, students and staff, and the contractors, customers, invitees, guests and patrons of Landlord. Tenant shall promptly pay for any and all damage to any building, equipment, installation, roadway, sidewalk, curb, parking area or landscaping arising out of or resulting from Tenant's, Contractors' or subcontractors' activities on the Property or relating to the Project, and repair and restore all portions of property damaged to a condition substantially equal to or superior to the condition that existed immediately prior to the commencement of the construction work (including removal of all equipment, tools, vehicles, supplies and materials located, stored or installed on the Campus). Any such repair or restoration shall be performed at the sole cost and expense of Tenant in accordance with generally accepted construction practices and the Standards.

(h) Insurance Requirements.

(i) Prior to commencing any activities on the Property, Tenant shall deliver to Landlord a certificate verifying the insurance coverage required hereunder. Tenant shall require each Contractor to procure and maintain the insurance coverages and shall require all Contractors to require all subcontractors and vendors providing labor, services, equipment or material in relation to the Project to carry any and all insurance coverage that adequately covers each subcontractor's exposure based on the type of labor, work or services each will provide. All policies shall be with insurance companies authorized to do business in the State of Florida and meeting the requirements for insurance companies set forth in this Amended Lease. Tenant agrees to furnish a current certificate(s) of insurance to Landlord prior to commencement of the construction work and thereafter upon written request of Landlord as evidence that the coverages remain in effect.

(ii) It is the responsibility of Tenant, each Contractor and each subcontractor to secure and maintain all insurance policies that may be necessary or advisable in connection with the respective Construction Contracts and the work related to the Project. The absence of a requirement herein for any type of insurance policy or insurance coverage, or for higher coverage limits shall not be construed as a waiver of Tenant's, Contractors' and all subcontractor's obligations to carry and maintain the types of insurances at limits that are appropriate to the liability exposure associated with design, equipping and construction of the Project. Landlord makes no representation or warranty, express or implied, that the coverage and limits accepted will be adequate to cover Tenant's, Contractors' and all subcontractors' liability and otherwise satisfy Tenant's other obligations under this Amended Lease. Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers. Tenant hereby represents and warrants that Tenant's insurance policies and those of contractors and subcontractors shall be endorsed so that such waiver of subrogation shall not affect Tenant's rights to recover thereunder.

(i) Completion Deadline.

(i) Tenant shall use all commercially reasonable efforts to prosecute the Project design and construction work with diligence. The Tenant shall provide Landlord prompt notice of the occurrence of a delay that will have or potentially have an adverse effect on the completion following such time as Tenant has knowledge of the same. Such notice shall provide a sufficiently

detailed description of the event or cause that constitutes the delay and the proposed number of days that the delay will affect work on the path to completion.

(ii) Tenant shall provide access, information and documents reasonably requested by Landlord to enable Landlord to monitor the performance, progress and status of the development activities, design work, permitting, procurement and the construction work and compliance with the Project Baseline Schedule. Landlord shall be notified in advance of and shall have the right to attend development team meetings relating to the Project and the performance, progress and status of the design and construction work. Tenant shall promptly notify Landlord in the event of the occurrence of any fact, event, condition or circumstance reasonably likely to adversely impact the cost or schedule for performance of development activities, design work, construction work or the completion of any Improvement, element or component of the Project or the occurrence of a Permitted Delay upon Tenant obtaining knowledge thereof.

(iii) If Tenant has not received a temporary or permanent certificate of occupancy or its equivalent permitting the use and occupancy of the Project for the Permitted Uses no later than August 1, 2025] or if after completion of the Project, all or any portion thereof is not habitable, then Tenant shall provide temporary housing for Eligible Residents who have executed housing contracts or agreements with respect to the project (“**Affected Residents**”). Tenant will endeavor to provide temporary housing of a quality and condition comparable to the Project within the area within a radius of approximately five miles of the Project.

(j) Outside Completion Deadline. If Tenant has not achieved Substantial Completion of the Project on or before the Substantial Completion Deadline, then Landlord may, in addition to its other rights and remedies, (i) perform or procure performance of the work to complete construction of all or any portion of the Project as Landlord determines in its absolute and sole discretion; and (ii) execute on any payment and/or performance bond or other security. Landlord will reasonably refrain from the potential exercise of the right to perform or procure performance of the work through completion of the Project subject to the diligent and continuous effort by any Lender and payment and performance sureties to step-in, perform and complete the design work and the construction work and to achieve Substantial Completion, final acceptance and occupancy and use of the Project on a timely basis. If Tenant or Landlord reasonably determines that Tenant will not achieve Substantial Completion of any Improvement or portion of the Project by the applicable Scheduled Substantial Completion Date, Tenant shall provide Landlord with a remedial plan to re-sequence and/or accelerate performance of the work to achieve completion of each Improvement and the Project in accordance with the Project Baseline Schedule.

(k) Substantial Completion. The term “**Substantial Completion**” means with respect to the Project (i) the Architect executes and delivers, for the benefit of Tenant and Landlord, a Certificate of Substantial Completion in the form of the American Institute of Architects document G704, certifying substantial completion of the Project and each of the Improvements in accordance with the Plans and Specifications; and (ii) Tenant has obtained from the applicable Governing Authority a temporary or permanent certificate of occupancy or its equivalent allowing occupancy of the Project and each of the Improvements exclusive of immaterial “punch list” work that does not prevent Tenant from safely possessing, occupying and using, on a continuous and uninterrupted basis, the Improvements for the intended purposes and uses permitted by this Amended Lease. The term “**Substantial Completion Date**” means with respect to each Improvement, as applicable, the date on which Substantial Completion occurs. Tenant shall diligently accomplish performance and completion of all punch list work and achieve final completion of the Project within ninety (90) days after the applicable Substantial Completion Date. Within ninety (90) days after the Substantial Completion Date, Tenant shall provide Landlord with a complete set of the “as built” Plans and Specifications in the form and medium reasonably requested by Landlord. To

the extent such rights may be granted/assigned by Tenant, Landlord shall be granted and shall have and possess an absolute, perpetual, non-exclusive, royalty-free, assignable and sub-licensable license and right to use the “as-built” Plans and Drawings solely in connection with the Project located on the Campus.

(l) Landlord Step-In. In the event of the breach, failure, non-performance or default by any Architect or any Contractor in connection with the performance of design work or construction work, Tenant shall diligently exercise its rights and remedies available to Tenant under the applicable agreement in consultation with Landlord. If Tenant shall be in breach or default under a Construction Contract or an Architect’s Agreement, and a breach is not cured with the applicable cure period, if any, under the applicable agreement or contract, and the Lender, Leasehold Mortgagee and/or the performance bond surety fail to promptly commence performance of the affected work and diligently prosecute the work to completion Landlord may elect by notice to Tenant, the Lender and the Leasehold Mortgagee, at Landlord’s absolute and sole discretion, and at the cost and expense of the Tenant, to exercise and assert the rights and remedies of Tenant under the terms of the Construction Contracts or the Architect’s Agreements without assuming the obligations of Tenant thereunder, as applicable.

Section 5.4 Utility Lines.

(a) The Project includes the installation of new infrastructure and facilities and may include the enhancement, extension, replacement, removal, relocation, upsizing, repairing, interconnecting to or improving portions of Landlord’s existing infrastructure and facilities to the extent necessary for the construction and operation of the Project, for utility service, fire protection, information technology systems, access control, security monitoring, emergency notifications, telephone, wireless, cable television and/or other communications facilities, servicing the Project and other portions of the Campus affected by the construction of the Project, for which Tenant is responsible during the construction of the Project (collectively, the “**Utility Lines**”). Tenant shall pay for the costs of all labor, services, equipment, machinery, conduits, pipes, valves, fiber, wires, materials, supplies, systems and items related thereto, including any concurrency obligations, and on-site infrastructure improvements, payable with respect to the Utility Lines, except as agreed to by Landlord or College .

(b) Tenant shall be solely responsible for the cost of all reservation charges, capacity charges, connection fees, tap fees and any other rents, rates, assessments, surcharges, fees, taxes and charges incurred in connecting the Project to existing utility infrastructure and receiving utility service at the Project, except as expressly agreed to by Landlord or College.

(c) Tenant will design, install and construct the Project and Utility Lines such that the required capacity for all utilities necessary to service the Project will be installed using all commercially reasonable efforts to limit any reductions, curtailments or disruptions in service to other improvements, buildings and facilities on or in the vicinity of the Campus. Tenant will at its cost (i) relocate existing utility facilities and lines serving the Campus as necessary to maintain continuity of service; (ii) install and connect new Utility Lines, facilities, meters and infrastructure for delivery of service to the Property; and (iii) procure and maintain delivery of utility service to the Project throughout the Lease Term.

Section 5.5 Utility Charges. Tenant shall pay for all rates, fees, charges and surcharges for utility, information technology, communication, cable, telephone and data service for any Improvement located on the Project, including all utility service used in the construction of the Project and the operation, maintenance, repair and rehabilitation of the Project. If Tenant intends to receive any utility service from Landlord instead of contracting with a third party utility, Tenant shall compensate Landlord for any capacity, resources, credits or other entitlements which would be utilized in order for Landlord to provide such utility service, in addition to all rents, deposits, charges, surcharges, fees and other amounts charged

by Landlord for delivery, consumption or use of service at standard rates charged for similarly situated users located on the Campus.

Section 5.6 Construction Access.

(a) Access. Landlord shall reasonably cooperate with Tenant in defining and coordinating the specific ingress and egress routes that all construction traffic must use to access the Property. Until the construction of the Project has been finally completed, at the reasonable request of Tenant, Landlord shall provide to Tenant non-exclusive licenses and rights of ways over designated sidewalks, parking lots and roadways on the Campus in order to provide ingress and egress of pedestrians and vehicles to and from the Property and/or to and from a duly open public street. Landlord has the right to change the locations of any such licenses or rights of way at any time and from time to time in its sole discretion as long as a change does not unreasonably interfere with the performance of the construction work or prohibit Tenant's access to an open public street.

(b) Construction Related Parking. Tenant's employees, representatives, vendors, invitees, guests, agents, and contractors (including contractors, subcontractors and vendors of all tiers, performing work or supplying any goods, supplies or materials related to the Project) must comply with all rules and regulations of Landlord and the College Standards with regard to operation and parking of vehicles and mobile equipment on the Campus.

Section 5.7 Other Easements, Licenses or Rights of Way.

(a) The Project may require easements, licenses or rights of way for utility infrastructure and surface water drainage, detention and retention over and on portions of the Campus, in order to comply with requirements of the Landlord and Governmental Authorities having jurisdiction over the Property and the Campus or as necessary for the use, access or operation of the Project. Landlord shall grant (or cause to be granted by the Board) temporary construction easements, licenses, rights of way, or easements for utilities or surface water drainage, detention and retention or as necessary for the use, access or operation of the Project, co-terminus with this Amended Lease, upon the reasonable request by Tenant and on terms reasonably acceptable to the Parties, consistent with this Amended Lease and any other existing easements, licenses or rights of way.

(b) Landlord shall have the right at any time and from time to time to grant, modify or cancel licenses, easements and rights of way to third parties and to change the locations of any easements, licenses or rights of way granted to Tenant, as it sees fit, in its reasonable discretion after consultation with Tenant and at no cost to Tenant, as long as such grants, modification or cancellations do not interrupt, interfere with and/or materially impair Tenant's ability to construct, access, operate, maintain, repair, rehabilitate and use the Project. Subject to the applicable terms of the Financing Documents, Tenant agrees to cooperate with Landlord in connection with any such grant, modification or cancellation of any license, easement or right of way.

Section 5.8 Changes to Plans and Specifications.

(a) No Significant Changes shall be made to the Plans and Specifications or any Improvements without the prior written consent of Landlord. The Project as constructed in accordance with the Plans and Specifications must comply in all material respects with the requirements of this Amended Lease. Within five (5) Business Days after written request from Tenant (or such longer period reasonable under the circumstances with respect to Significant Changes), accompanied by (i) the proposed changes to the Plans and Specifications; (ii) information regarding the impact of the proposed changes on the affected

Improvement and the Project, including the cost and schedule for performance of any related work, the structural integrity, useful life, functionality, maintenance, capital asset repair, replacement, and sustainability of the affected Improvements; as well as (iii) other documents and information requested by Landlord, Landlord shall either reject or approve the proposed changes to the Plans and Specifications. If Landlord rejects the proposed changes, Landlord shall specify the reason for Landlord's rejection or any particular changes which must be made to such document(s) for them to be reasonably acceptable to Landlord, in which case Tenant shall have the right to re-submit its request at any time thereafter.

(b) For the purposes hereof "**Significant Changes**" shall mean a change in: (1) any material respect with regard to (i) with respect to buildings, structures and facilities, any change affecting exterior walls and elevations, building bulk, coverage or floor area ratio or number of floors from the Plans and Specifications, as applicable; (ii) the colors, size or design or use of exterior finishing materials substantially affecting architectural appearance from those shown and specified in the Plans and Specifications, as applicable; (2) any material adverse respect with regard to (i) the functionality, use and operation, useful life or cost of operation, maintenance, repair or rehabilitation of the Improvement from those shown and specified in the Plans and Specifications; or (ii) the placement, capacity, size or rating of any Building System or service facilities or in the number of elevators, or stairs or changes in general pedestrian, bicycle or vehicular circulation in, around or through the Project from the Plans and Specifications, as applicable.

ARTICLE 6.

USE AND CARE OF THE PROJECT BY TENANT

Section 6.1 Tenant's Use of Property.

(a) Tenant shall occupy and use the Property and the Project solely and exclusively for the Permitted Use. Tenant shall manage, operate and maintain the Property during the Term under such names for Improvements or areas of the Project as designated by Landlord in its absolute and sole discretion. Landlord has the unconditional right to initially name and subsequently modify the name of each Improvement and area of the Project. Tenant shall pay the costs of all initial signage located on or in the Project, and such signage shall conform to the College's signage design and location requirements. Landlord shall pay the cost of any replacement or additional signage at the Project as a result of Landlord's modifying the name of any Improvement or any area of the Project. All compensation or gifts received by Landlord from the sale of naming rights of any Improvement or area of the Project shall inure to the benefit of the Landlord.

Section 6.2 Nature of Use.

(a) Housing Facilities. During the Lease Term, Tenant shall at its cost and expense own, possess, use, occupy, manage, repair, rehabilitate and renovate the Project in compliance with the requirements of this Amended Lease. Tenant shall keep and maintain the Project in a clean, orderly and safe condition. Tenant shall not do or permit any act or thing which would materially impair the financial performance, value, useful life, functionality, operability, maintenance and repair of the Project, the Campus, or any part thereof, or which constitutes a public or private nuisance.

(b) Building Systems and Exterior Elements. Tenant shall perform the Tenant Services with respect to any sidewalks, roadways, service drive areas or infrastructure supporting any Improvement of the Project which is constructed or installed by Tenant in, on or under the Property; provided however that Tenant is not required to perform any Tenant Services with respect to any roadway, service road, driveway, parking lot or sidewalk which is not located on the Property, except to the extent of any damage caused by Tenant or Tenant's employees, Affiliates, agents, contractors, vendors, licensees or invitees (excluding any students of the College or Eligible Residents). Tenant shall keep the Project and Property reasonably

lighted, and equipped with safety and security equipment and devices at all times as required by the College and applicable Laws and maintain the Project and the Property reasonably clear of waste, trash, debris and litter.

Section 6.3 Aesthetic and Operational Standards. Tenant acknowledges and agrees that a material condition to Landlord's entering into this Amended Lease is the obligation of an agreement by Tenant to perform the Tenant Services in compliance with the requirements of this Amended Lease and Good Industry Practice, and Tenant agrees to perform the Tenant Services in accordance with such requirements of the Good Industry Standard and applicable warranties and manufacturer's instructions. Tenant shall maintain the Project in good working condition, subject to ordinary wear and tear, casualty and condemnation. Tenant shall not use or permit the Project to be used for any purpose other than the Permitted Use and shall not use the Project for any unlawful, disreputable or other purpose or in any way which may adversely reflect upon the name, reputation or standing of the Landlord or the College.

Section 6.4 Manager Selection; Management Agreement; Manager Performance.

(a) At any time during the Lease Term, Tenant shall have the right to contract with a third party or Landlord (as such party may change from time to time, the "Manager") for the performance of all or any portion of the Tenant Services, and such Manager shall have the right to subcontract with a third party or Landlord for the performance of all or any portion of the Tenant Services. Tenant shall provide the Landlord at least 30 days prior written notice prior to the termination of the Manager; provided, notice to Landlord shall not be required for termination of the Manager in accordance with the terms of the Management Agreement (e.g. if in default).

(b) The performance of the Manager will be evaluated on a quarterly basis (excluding the Resident Satisfaction Surveys, which shall be evaluated on an annual basis) using the following:

(i) The Management Committee shall from time to time review and approve: (a) the form and content of a survey to be distributed to and solicited from the Eligible Residents of the Project (the "Resident Satisfaction Survey"); and (b) the methodologies and schedule for the distribution, collection, review and tabulation of Resident Satisfaction Survey results. The Management Committee shall approve the preparation and administration of Resident Satisfaction Surveys. Notwithstanding the foregoing, in the event Tenant's approved Manager shall conduct (or cause to be conducted) a periodic Resident Satisfaction Survey established by such Manager, and in form and substance reasonably acceptable to the Management Committee, the Management Committee may elect to use (but shall not be required to use), Manager's Resident Satisfaction Survey for the basis of the review contemplated hereunder.

(ii) The Management Committee shall from time to time review and approve (a) either an independent third party facility condition inspection firm, a Tenant representative or a College representative (the "Inspector") to inspect and evaluate the physical condition of the Project on a basis that is no more frequent than semi-annually nor less frequently than annually (the "Periodic Inspection"); (b) the form and content of an inspection form, and accompanying evaluation guidelines, to be used by the Inspector for the Periodic Inspection (each such form, together with any accompanying evaluation guidelines, a "Project Inspection Evaluation Form"); and (c) the particular timing of the Periodic Inspection.

(c) Tenant and Landlord shall work cooperatively to review Manager's performance.

(d) Tenant and Landlord shall meet no more frequent than quarterly nor less frequently than semi-annually to review the performance of Manager. In the event Landlord identifies deficiencies in Manager's performance for two consecutive quarters or two consecutive measuring periods, if longer than calendar quarters, then Tenant shall cause Manager to present to Landlord a corrective action plan to remediate the deficiencies in Manager's performance. If after two subsequent, consecutive calendar quarters Manager's performance reviews do not result in corrective action being taken to Landlord's satisfaction then, unless otherwise agreed to by Tenant and Landlord, Landlord may cause Tenant to commence replacing the Manager by providing Tenant written notice of such request or Tenant may commence replacing the Manager; provided, however, no termination of the Manager shall occur without at least one additional meeting of Tenant and Landlord to address the performance reviews and corrective action.

Section 6.5 Insurance Requirements During Construction. Tenant agrees to furnish a current Certificate(s) of Insurance to Landlord as evidence of the coverages listed in Exhibit C-1 "Construction Period Insurance."

Section 6.6 Insurance Requirements During Operation. Tenant shall, after the Project is constructed, obtain and maintain at its expense, the policies of insurance contained in Exhibit C-2, "Operating Period Insurance," covering activities performed under and contractual obligations undertaken during the Lease Term.

Section 6.7 Payment of Taxes.

(a) Tenant covenants and agrees to pay prior to delinquency all Taxes. In the event that notwithstanding the efforts of the Parties to have all Tax bills delivered directly to Tenant a Tax bill is delivered to Landlord, Landlord agrees to forward to Tenant any such Tax bill received by Landlord, provided that the failure or delay by Landlord in delivery of such bill shall not be a breach by Landlord hereunder. Tenant shall provide Landlord, upon Landlord's request, with evidence of payment of all Taxes which may be due. Tenant shall have the right, at its sole cost and expense, following consultation with Landlord, to contest or review by legal, administrative, appellate or other proceedings the validity and amount of any Taxes relating to the Project. Tenant may make such challenge upon the conditions that (i) Landlord shall not be at risk of any civil or criminal fine, fees, penalty, interest, charge, sanction or liability for the challenged Taxes during the pendency of the challenge; and (ii) the Property and the Project shall not be subject to the imposition of any lien as a result of such noncompliance or the challenge. Landlord may elect to intervene and join in such proceedings, at its sole cost and expense.

(b) In the event the Parties are notified that the Property or any portion of the Tenant's interest in this Amended Lease or the Improvements are subject to real property taxes by Putnam County, Florida Landlord may have the Improvements assigned separate tax parcel ID numbers to facilitate Tenant's payment of such Taxes directly. If Tenant fails to pay any Taxes which are not the subject of a challenge conducted by Tenant in accordance with the requirements of this Section 6.6 prior to delinquency without interest, fee, charge or penalty, Landlord in its discretion may pay the Taxes, together with any and all interest, fees, charges and penalties, at its option in its sole discretion if Tenant fails to make such payment prior to the expiration of a ten (10) day cure period following written notice by Landlord. All amounts so paid by Landlord shall bear interest at the Default Rate from the date Landlord makes such payment, and such amounts with all interest accrued thereon shall become Additional Sums and be payable promptly upon written demand by Landlord.

(c) Tenant's obligation under this Section 6.6 shall terminate with respect to Taxes which accrue after the expiration or termination of the Lease Term, provided that Tenant does not hold over and

timely vacates the Property and the Project and executes all agreements, deeds, instruments and documents requested by Landlord in connection with transfer of ownership of the Project and Tenant's Personality in accordance with this Amended Lease. Expiration or earlier termination of the Lease Term shall not release or discharge Tenant from the payment of any Taxes and interest, fines, penalties, assessments or other amounts related thereto incurred prior to such expiration or early termination.

(d) Landlord covenants and agrees to pay prior to delinquency all Landlord Taxes, if any. Landlord shall provide Tenant, upon Tenant's request, with evidence of payment of all Landlord Taxes which may be due. Landlord shall have the right, at its sole cost and expense, to contest or review by legal, administrative, appellate or other proceedings the validity and amount of any Landlord Taxes relating to the Project. Landlord may make such challenge upon the conditions that, during the pendency of such challenge, (i) Tenant shall not be at risk of any civil or criminal fine, fees, penalty, interest, charge, sanction or liability; and (ii) the Property and the Project shall not be subject to the imposition of any lien as a result of such noncompliance. Tenant may elect to intervene and join in such proceedings, at its sole cost and expense. If Landlord fails to pay any Landlord Taxes prior to delinquency unless Landlord is contesting in accordance with this Amended Lease, Tenant may pay the Landlord Taxes, together with any and all interest, fees, charges and penalties, at its option in its sole discretion if Landlord fails to make such payment prior to the expiration of a ten (10) day cure period following written notice by Tenant. All amounts so paid by Landlord shall bear interest at the Default Rate from the date Tenant makes such payment, and such amounts with all interest accrued thereon shall be payable promptly upon written demand by Tenant.

(e) Notwithstanding anything herein to the contrary, Landlord and Tenant intend for the Project to be immune or exempt from all Taxes and Landlord Taxes. In the event that any Taxes or Landlord Taxes are levied or a levy is attempted against the Project, Landlord and Tenant shall cooperate in good faith to defend and oppose such levy of Taxes or Landlord Taxes.

Section 6.8 Signs or Other Advertising. Tenant shall not place, erect, or maintain or suffer to be placed, erected or maintained on any doors or any surface or location visible from the outside or on any roof of any Improvements, building or structure on the Property or any vestibule, any sign, lettering, video screen, message board, billboard, decoration or advertising without first obtaining Landlord's written consent, which Landlord may not unreasonably withhold. Tenant, with the approval of the Landlord, shall design, locate and install monument signage on the Property. Tenant shall prepare plans, drawings and specifications for such monument signage and any signage which Tenant proposes to locate on the Property for review and approval by Landlord. Tenant shall not propose the installation of any sign on the Property unless the sign relates solely to the Permitted Use of the Project. All Tenant signage shall be designed, constructed, installed and at Tenant's sole cost and expense.

Section 6.9 Parking. Following Substantial Completion of the Project and at any time during the Term that the Project are occupied by Eligible Residents, Landlord agrees to grant Eligible Residents the same level of access to parking spaces located on areas of the Campus other than the Property as is generally available to other students on the Campus in no less proximate or desirable locations than other students on Campus (except as the result of seniority or payment for any premium parking offered). Landlord shall have (a) the exclusive and absolute right to establish the terms and conditions of the access to, occupancy and use of parking spaces on the Property and at other locations on Campus; and (b) the exclusive right to establish, set, receive and collect the rent, rates, fines, fees and charges to be imposed for the use of such parking spaces; provided that Landlord shall not charge Eligible Residents more for the use of such parking spaces than other students residing on Campus. Parking spaces on the Property available to Eligible Residents will be operated and maintained by the Landlord consistent with its plan for development and operation of a parking and transportation system for the Campus.

Section 6.10 Allocation of Responsibility and Provision of Services. The following provisions provide an outline of the responsibilities for the delivery of certain services to the Project.

(a) Security. Landlord and Tenant agree that, as the agency of primary jurisdiction, College Department of Safety and Security is responsible for all law enforcement activity including enforcement of law and College policies on the Campus and the Project. Tenant shall be responsible for providing routine, day-to-day security. No later than thirty (30) days before the date of Substantial Completion, Tenant and Landlord shall develop protocols and systems to facilitate entry of police and/or security forces to the Project in exigent circumstances. Tenant shall obtain all permits and governmental authorization to install and operate all security systems and equipment at the Project. Tenant shall provide copies of Tenant's periodic security reports regarding the Project and shall permit reasonable direct communication between Tenant's representatives and Landlord's security department in accordance with applicable Laws. The Parties shall cooperate and coordinate in the development of procedures and communication protocols to accomplish security measures and actions to address threats to health and safety of residents.

(b) Surveillance. Landlord has provided information to Tenant with respect to equipment, systems, policies, and procedures in use on Landlord's campus that is utilized for surveilling the campus, recording, storing and retrieving images. Tenant is responsible for the cost of procuring, installing, maintaining, and monitoring the Project's security camera system utilized for surveilling the interior, all common areas, and exterior perimeter of the Project, as well as the cost to provide a feed to Landlord that permits Landlord to have access to such surveillance data and to store and retrieve surveillance data on Landlord's master system. The Project's security camera system shall be compatible with, and accessible by, the current College's security system. The security camera system shall be equivalent to current College security camera systems. Tenant is responsible for coordinating with College security department for placement of the Project's security cameras. Representatives of Landlord shall be permitted access to all security cameras for purposes of inspection and retrieval of relevant surveillance footage as required for the performance of its duties with respect to providing law enforcement services at the Campus. The Parties shall establish a communication protocol for the coordination of security information and availability of images from security cameras.

(c) Registration and Other Services. Tenant shall be responsible for the administration of Eligible Resident and guest registration procedures, student identification, front desk operations at the Project. Tenant shall be responsible for installing, maintaining, and monitoring access and entry to the Project and activities therein.

(d) Tenant Policies & Procedures. No later than 60 days prior to Substantial Completion, Tenant shall provide the Management Committee with a complete set of its policies and procedures relating to the rental program, including, but not limited to, its move-in policies, damage policies and security deposit policies for its review and approval, not to be unreasonably withheld, qualified or delayed. The Parties will re-visit Tenant's policies and procedures from time to time to address any material increases in complaints related thereto, to review any proposed major changes in the policies and procedures, and to ensure the policies and procedures reflect industry standard practices. Tenant shall provide clear and adequate communication regarding its policies and procedures to Eligible Residents for the purpose of ensuring Eligible Residents are well-informed of the same.

(e) Fire Alarm System. Tenant at its expense shall install, maintain, and operate a Class B addressable fire monitoring system within the Project that shall be monitored by Tenant's third party alarm monitoring service provider. The installed system shall also be capable of simultaneously signaling College security through a connection to Landlord's campus monitoring system.

(f) Landlord and Tenant may agree to make changes to the nature, scope, and allocation of services provided to the Project or other matters described in this Section 6.9, from time to time, without the need to amend this Amended Lease. Such changes shall be set forth in writing and signed by both parties.

ARTICLE 7.

OPERATIONS AND MANAGEMENT COMMITTEE

Section 7.1 Management Committee.

(a) The Parties hereby create a Management Committee (the “Management **Committee**”) for the purposes of facilitating the exchange of information between the Parties relating to this Amended Lease and the Management Agreement. The Management Committee shall be composed of five (5) members, as follows: two (2) persons designated by Landlord and two (2) persons designated by Tenant and one person designated by Landlord and Tenant jointly. Except as otherwise provided herein, the Management Committee shall render advice to Tenant relating to Tenant’s performance of its obligations under this Amended Lease. The Management Committee shall also render advice to the Tenant or Manager, as the case may be, regarding their respective obligations under the Management Agreement.

(b) Landlord shall designate one of its representatives to serve as the Chair of and preside over meetings of the Management Committee. The chair shall have such other duties and responsibilities as may be determined by the Management Committee. Tenant shall designate one of its representatives to serve as Vice Chair.

(c) The Management Committee shall meet not less often than every calendar quarter during the term of this Amended Lease. The regularly scheduled meeting held during the Fall academic semester, but no later than November 1, shall be the “**Annual Meeting**” with respect to the following Annual Period. All meetings shall be at the Campus unless the Parties mutually agree to a different location; provided members of the Management Committee shall be permitted to attend any meeting by video conference. The Parties will establish a procedure for the scheduling, conduct and documentation of meetings of the Management Committee. Matters that come before the Management Committee will be decided by Tenant consistent with this Amended Lease after good faith consideration of Landlord’s comments and position.

(d) The Parties agree that the participation of Landlord's representatives in meetings of the Management Committee and their consideration, approval or acceptance or non-acceptance of matters that come before the Management Committee will not diminish or otherwise affect the obligation of Tenant to design, construct, manage, maintain, repair, rehabilitate, replace and renovate the Project in accordance with the requirements of this Amended Lease or to impose any obligations, requirements, duties or liabilities upon Landlord.

Section 7.2 Annual Plan and Annual Budget.

(a) Annual Plan.

(i) The Annual Plan shall be prepared by Tenant and describe in detail the plan and schedule for the performance of Tenant’s and Landlord’s obligations relating to operation, maintenance and repair of the Project during the applicable Annual Period. Tenant shall submit a proposed Annual Plan to the Management Committee for review, comment and approval, not later than June 15 of the calendar year immediately preceding each Annual Period, or such other date mutually agreed upon by the Parties, commencing June 15, 2025.

(ii) Each Annual Plan shall include, at the request of Landlord, changes adopted and uniformly enforced by Landlord for the entire Campus with respect to any policies, rules and regulations of Landlord, staffing levels, proposed staff training (whether by Tenant or a third-party contractor), the schedules for completion of capital asset maintenance and capital projects on an 18-month advance basis, and the proposed disbursements from the Repair and Replacement Account and determine the necessary funding for the Repair and Replacement Account for the next two (2) operating years, changes to facilities management, Eligible Resident satisfaction and retention measurements, changes to student and guest conduct regulations, changes to insurance policies and risk management programs, changes to privacy and security programs and other programs or activities in performance and fulfillment of Tenant's obligations under this Amended Lease and the Management Agreement.

(b) Annual Budget. Tenant shall submit a proposed Annual Budget to the Management Committee during the Lease Term not later than thirty (30) days prior to each Annual Period, or such other date mutually agreed upon by the Parties, commencing with the first Annual Period following the Effective Date. Each Annual Budget shall contain line items for (i) proposed Rental Rates, charges, fees and other projected revenues; (ii) the proposed inventory capacity for beds; (iii) proposed Operating Expenses of the Project (including debt service); (iv) proposed use of reserves from the Reserve Accounts, if applicable; (v) any additional proposed funding for the information technology component for the Project; (vi) Capital Expenses; (vii) acquisition of furniture, fixtures and equipment; and (viii) the funding of any change requested by Landlord. Each Annual Budget shall additionally include sufficient information to explain the basis for the budgeted Operating Revenues, Operating Expenses and Capital Expenses.

(c) Rental Rates. Tenant shall propose Rental Rates for Eligible Residents (other than residents who are maintenance and security personnel, community assistants, residence assistants or other faculty or staff of the Landlord or the Tenant) at a level sufficient to, among other things, (i) maintain the maximum practicable occupancy and use of the Project during the annual period, (ii) satisfy the applicable debt service payments, reserve requirements, Operating Expense requirements and other financial obligations, and (iii) all while operating, maintaining and repairing the Project in accordance with Tenant's obligations and the requirements of this Amended Lease; provided, however, Rental Rates shall not increase by more than 3% in any Annual Period (the "***Ceiling Adjustment***"), plus any actual increase in Uncontrollable Expenses over the prior Annual Period. The Rental Rates for the first Annual Period shall be agreed to by Landlord and Tenant. Initially Eligible Residents shall be offered ten (10) month leases; provided, however, if requested by Landlord, Tenant shall work with Landlord to develop a plan for Rental Rates for two semester leases for Eligible Residents attending the College and for Eligible Residents who will graduate at the end of the fall semester. Tenant shall conduct market rental rate benchmarking every five (5) years using the Palatka market and decrease Rental Rate, as necessary, to be not greater than market rates taking into consideration with respect to comparable housing, factors such as, without limitation, occupancy rates, size, condition and age of facilities, utilities costs and other expenses, furniture, fixtures and equipment, interior and exterior finishes, available amenities, relevant rental adjustment factors, such as exclusion of rent-controlled and/or subsidized housing projects/units, if applicable, and unit size and mix, and shall decrease Rental Rate, as necessary, to be not greater than market rates, ***provided that***, in no event shall Tenant be required to reduce Rental Rates below: (i) an amount necessary to achieve the minimum Debt Service Coverage set forth in Tenant's Financing Documents (or 1.20x, if Tenant's Financing Documents do not set for any Debt Service Coverage covenants), or (ii) the initial Rental Rates.

(d) Budget Modification. From time to time during or in respect to an Annual Period, the Tenant shall have the right to modify the Annual Budget based upon changed circumstances not reasonably foreseeable and beyond the control of Tenant, which modification shall be subject to review and approval of the Management Committee. The Annual Budget, as so modified, shall be the Annual Budget for such

Annual Period. It shall not be necessary to amend this Amended Lease solely for purposes of modifying the Annual Budget as set forth in this paragraph.

(e) Other Information. The Parties shall exchange any additional information that may be reasonably requested by Tenant, Landlord, or the Management Committee relating to the status of the Project.

Section 7.3 Financial Statements, Access to Tenant's Books, and Audits.

(a) Within ninety (90) days following the close of the Annual Period during the Term of this Amended Lease and also within sixty (60) days following the expiration or early termination of the Lease Term, Tenant shall provide to Landlord and the Management Committee unaudited balance sheet, income statement, cash flow statement all prepared on an income tax basis, or any other basis proposed by Tenant and reasonably acceptable to Landlord. Such statements shall present fairly the financial position and results of the operations of the Project. In addition, the Tenant shall provide, at Tenant's sole cost and expense, a calculation of the Net Operating Surplus.

(b) Tenant shall keep, or cause to be kept, accurate, full and complete books and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Project.

(c) Landlord may, at its option and at its own expense and during customary business hours, conduct audits of the books, records and accounts of the Project. Audits may be made on either a continuous or a periodic basis, or both, and may be conducted by employees of Landlord, or by independent auditors retained by Landlord. All such audits shall be conducted without materially or interrupting or interfering with the normal conduct of business affairs by Tenant.

ARTICLE 8. ALTERATIONS OR IMPROVEMENTS BY TENANT

Section 8.1 Alterations. During the period from Substantial Completion of the Project through the expiration or early termination of this Amended Lease, but subject to the terms, conditions and requirements and restrictions set forth in this Amended Lease, (a) without the prior written consent of Landlord or the Management Committee, Tenant is permitted to make non-structural changes, improvements, modifications, and additions to the interior space of the Project, the rooftop equipment, Building Systems, exhaust, fans, back-up generators and other building service equipment that are described in an approved Annual Budget and Annual Plan or the then current Repair and Replacement Schedule or are replacements which are the same or substantially the same and in the same location as the equipment being replaced, or are alterations that are required to address life safety issues or to comply with applicable Laws, and (b) with the approval of Landlord, Tenant shall have the right to make structural and non-routine alterations to the Improvements and other elements, facilities and areas of the Project, provided, however that Tenant shall have no right at any time to expand the Project or construct new buildings, structures, facilities or other improvements except as provided herein with respect to the replacement of damaged or destroyed facilities. Tenant shall obtain all Governmental Authorizations, pay all costs, expenses and charges thereof and perform all work in a diligent, safe, good and workmanlike manner and in compliance with the requirements of this Amended Lease and the Standards and any easement agreement, license agreement or other agreement to which Landlord or Tenant are parties. Tenant shall not make, nor permit to be made, any alterations that would (i) constitute a Significant Change; (ii) permanently increase or decrease, in any material respect, the number of Eligible Residents that may be housed in the Project; (iii) result in the installation of signage on the Project or any Improvement not otherwise approved by Landlord; or (iv) involve or affect any improvement, structure or installation outside the Property.

Landlord shall have forty-five (45) days or longer period of time reasonable under the circumstances to (y) review such requested changes requiring Landlord's approval pursuant to this Section 8.1, together with all related plans, specifications, drawings, budgets, schedules and related details and documents and (z) approve or disapprove the proposed plans. If Landlord disapproves Tenant's proposed alteration, then Tenant shall have thirty (30) days to address Landlord's comments and objections.

ARTICLE 9. REMOVAL OF PERSONALTY AND OTHER PERSONAL PROPERTY FROM THE IMPROVEMENTS

Section 9.1 Personalty. All Personalty shall remain the property of Tenant and may be removed by Tenant prior to the expiration or early termination of this Amended Lease; provided, however, that any Personalty which Landlord requests remain at the Project pursuant to a written notice delivered to Tenant prior to the expiration or early termination of this Amended Lease shall be transferred to and become the property of Landlord on the expiration or early termination of the term hereof and shall not be removed from the Project. If Tenant fails to timely remove any Personalty from the Project that Landlord has not requested remain within thirty (30) days after the expiration or early termination of this Amended Lease, Landlord may dispose of such Personalty or elect to take ownership of such Personalty.

Section 9.2 Fixtures. All Building Systems, lighting fixtures, Utility Lines, and other installations and construction to be furnished or performed by Tenant constituting a fixture to the Project shall be transferred to and become the property of Landlord on the expiration or early termination of the term of this Amended Lease and shall not be removed from the Project.

Section 9.3 Project Removal. Provided that Tenant has achieved Substantial Completion of the Project pursuant to the terms of this Amended Lease and has maintained the Project as required by this Amended Lease, including with respect to the restoration of the Project after a casualty event or condemnation event as required by this Amended Lease, Tenant shall not be required to remove any building or structure comprising the Project from the Property or demolish it at the expiration or earlier termination of this Amended Lease.

ARTICLE 10. ACCESS TO PROPERTY

Section 10.1 Access. Landlord has free access to the Project elements and facilities at all reasonable times for the performance of any of its obligations or activities or exercise of its rights hereunder, including the right to examine or inspect any Improvement or area of the Project; provided that Landlord shall not unreasonably interfere with the operations of the Project and shall comply with Tenant's reasonable instructions. Notwithstanding the foregoing, Landlord shall provide no less than twenty-four (24) hours prior notice to Tenant prior to such entry. Tenant shall have the right to have a representative designated by Tenant accompany Landlord's agents and employees on any such examination or inspection. If a representative of Tenant is not present to open and permit entry into the Project at the time when such entry was requested by Landlord, Landlord may enter without liability to Landlord. During any Event of Default, Landlord may in its discretion, but with prior notice to Tenant, access the Project at its own expense for the purpose of finishing construction, correcting defects or deficiencies or making any alterations or repairs to the Project which Tenant is obligated to make but which it has failed or refused (beyond any applicable notice and cure period) to make in accordance with this Amended Lease. Such action shall not be deemed an eviction or disturbance to Tenant or any tenant, lessee or licensee of Tenant nor shall Tenant or any third party be allowed any abatement of Base Rent or damages, costs or reimbursement for any injury or inconvenience occasioned thereby.

Section 10.2 Emergency. In the event of an emergency or in the event Landlord has specific concerns regarding safety or security of persons or property, on or off the Property, Landlord shall have access to the Project at all times and upon reasonable oral or other communication to the Tenant to the extent practicable under the circumstances to address such concerns. Landlord has no obligation to provide any services which Tenant is obligated to provide or to make any alterations or repairs to the Property or the Project, including in the event of an emergency. Landlord and Tenant acknowledge and agree that nothing in this Amended Lease is intended to diminish or affect Landlord's rights to access the Property under applicable Laws or the College Standards as a provider of safety and security services to the Project.

**ARTICLE 11.
ALL MAINTENANCE AND REPAIRS BY TENANT**

Section 11.1 General Obligations. Tenant shall be responsible for performing the Tenant Services, at its expense, during the Lease Term. Tenant will have the right at any time to self-perform or contract with Landlord and/or third parties for the performance of any of the Tenant Services.

Section 11.2 Repair and Rehabilitation; Maintenance.

(a) Tenant will develop and implement a Repair and Replacement Schedule for the performance of the Tenant Asset Management Services. The Repair and Replacement Schedule shall be prepared and implemented consistent with Good Industry Practice and describe the useful life and residual life of such assets, systems, fixtures, furniture and equipment and the nature, scope, timing and cost of foreseeable future repairs, rehabilitation, replacements, renovation and capital improvements through the Lease Term. The Repair and Replacement Schedule may be amended from time to time by Tenant in its reasonable discretion; provided, however, that proposed amendments which affect the repair or replacement schedule with respect to assets, systems, fixtures, furniture and equipment with a value, individually or in the aggregate greater than \$100,000 shall be considered material deviations requiring the approval of the Management Committee in accordance with the provisions of Section 7.1. Notwithstanding the foregoing, upon final completion of the Project, the Repair and Replacement Schedule shall be completed by Tenant to conform to such Plans and Specifications with approval of the Landlord. The Repair and Replacement Schedule shall be updated, as needed, as part of the annual preparation of the Annual Plan.

(b) In order to assure funding for the Tenant Asset Management Services, Tenant shall deposit funds as further set forth herein into the Repair and Replacement Account to be utilized solely to fund the Tenant Asset Management Services.

(i) Tenant will deposit into the Repair and Replacement Account annually at such time as Base Rent for the prior Annual Period is due and payable, commencing with the first Annual Period after Substantial Completion of the Project and thereafter through the expiration or earlier termination of this Amended Lease, a minimum annual amount of not less than \$250/bed in the Project for the performance of the Tenant Asset Management Services with respect to the Project subject to an annual escalation if determined by Tenant consistent with Good Industry Practice to assure the availability of adequate funds, for which the Management Committee may make recommendations (the "**Repair and Replacement Component**"). The Repair and Replacement Component shall be funded by Tenant as an Operating Expense. Amounts deposited into the Repair and Replacement Account may be taken into account to meeting any similar reserve requirements set forth in the Financing Documents, and amounts on deposit in reserves under the Financing Documents intended to cover the same items, will be deemed to apply toward the amounts required to be deposited in the Repair and Replacement Account.

(ii) Notwithstanding the foregoing minimum amounts, deposits into the Repair and Replacement Account will be in amounts adequate to assure the availability of funds for the performance of the Tenant Asset Management Services in accordance with this Amended Lease and Good Industry Practice and based on factors including the selected construction method, materials, equipment, and systems incorporated into the Project and the life-cycle repair and replacement program developed, implemented and updated pursuant to an agreed methodology related to the life cycle periods for asset classes.

(iii) Any remaining balance in the Repair and Replacement Account, other than the Required Remainder, shall be released to Tenant upon termination or expiration of this Amended Lease. The “**Required Remainder**” of the Repair and Replacement Account, shall be an amount equal to the difference, if positive, of (1) the actual then-current balance of the Repair and Replacement Account, and (2) the amount required to pay for the costs to meet the capital expenses set forth in the then current the Repair and Replacement Schedule for the next [three] subsequent Annual Periods following expiration or early termination of the Lease Term.

Section 11.3 Facilities Condition Report. Commencing in the fifth (5th) Annual Period following Substantial Completion of the Project, then again every five (5) years thereafter and at any time upon reasonable request by Landlord based upon evidence of a material concern, Tenant will, as a Project cost, cause a comprehensive facilities condition assessment report to be performed on the Improvements by an independent engineer agreed upon by Tenant and Landlord. The cost of the facilities condition assessment report shall be paid from the Repair and Replacement Account unless Landlord has requested the report without identifying a material concern, in which event the report shall be at Landlord’s cost and expense. The Management Committee, will determine the nature and scope of services and deliverables to be provided by the independent engineer and the schedule, budget and funding by Tenant of its implementation of remedial action in accordance with the requirements of this Amended Lease to address any defects or deficiencies identified by the independent engineer with respect to any Improvement or the Project; provided, however, that defects or deficiencies identified in the report shall not be addressed in the event the same (a) are scheduled to be addressed during the next Annual Period pursuant to the Repair and Replacement Schedule and (b) are non-essential items that may improve usability of the Improvements but do not impact life safety, security, the welfare of residents, code compliance, or building functionality. Tenant shall, at its cost and expense, promptly fund and perform the work necessary to remedy all such defects or deficiencies, but in any event commence the work within thirty (30) days from the date recommended in the report or on a date as agreed upon by Landlord and Tenant.

Section 11.4 Handback Reserve. Not less than three (3) years prior to the expiration of the term of this Amended Lease, a facilities condition report shall be prepared by an independent engineer evaluating the condition of the structural elements and Building Systems of the Improvements. The report shall detail the nature, scope, schedule and cost of all work and procurement necessary to assure that such structural elements and Building Systems of the Improvements meet or exceed the condition required by this Amended Lease for handback to Landlord at the end of the Lease Term. The Management Committee shall coordinate the engagement of the independent engineer, the funding of a handback reserve account (“**Handback Reserve Account**”), the scope and schedule of any repairs and other work identified in the report of the independent engineer and procurement to be performed in accordance with this Amended Lease during the last three (3) Annual Periods of the Lease Term and the schedule for disbursing funds from the Handback Reserve Account, if necessary. In the event such structural elements and Building Systems do not meet the condition required by Section 2.3 for handback to Landlord at the expiration of the Lease Term, Landlord shall have the right to perform any repairs, replacements, rehabilitations, and renovations with respect to such structural elements and Building Systems, Landlord shall be reimbursed for all costs and expenses incurred in connection with the completion of such work. Any remaining balance

in the Handback Reserve Account after disbursements to Landlord shall be disbursed to Tenant within the later to occur of (a) ten (10) Business Days following the completion of all such approved work by Landlord or (b) forty-five (45) days following the expiration or earlier termination of the Lease Term in the event that Landlord does not perform any such work within thirty (30) days following the end of the Lease Term.

ARTICLE 12. NO REPAIRS BY LANDLORD

Section 12.1 Landlord's Obligations. No duties, obligations or responsibilities are or shall be imposed upon Landlord to monitor, inspect or test any work, service or activity by Tenant or its contractors relating to the design, construction, operation, maintenance or repair of any Improvement of the Project, except as otherwise set forth in this Amended Lease. Landlord has no duty, obligation or responsibility to Tenant to perform maintenance or make any repairs whatsoever to the Project or any Improvements located on the Property or on the Campus.

Section 12.2 Tenant's Obligations. During the Term of this Amended Lease, Tenant is responsible for any violations of applicable Laws or Governmental Authorizations at or relating to the Project and the payment of all fines, penalties, sanctions, assessments, and other costs, expenses or fees, including reasonable attorneys' fees unless such violation arises out of or relates to the gross negligence or willful misconduct of Landlord or its employees, contractors or agents. If Tenant becomes aware of any such violations, the presence of Hazardous Materials or other circumstances or conditions which present a foreseeable risk of injury or harm to persons or damage to property on or near the Property, it shall promptly inform and confirm by written notice to Landlord. Subject to the terms of Section 32, Tenant shall prepare and submit to Landlord a remedial plan to address any such violation or condition and prevent the re-occurrence of similar violations.

ARTICLE 13. DEFAULT

Section 13.1 Events of Default. This Amended Lease is made upon the condition that Tenant shall fully, punctually and faithfully perform all of the obligations, covenants and agreements to be performed by it as set forth herein. If any of the following events shall occur, Tenant is deemed to be in default of this Amended Lease ("**Default**" or an "**Event of Default**"):

(a) Any payment of Rent required to be paid by Tenant pursuant to this Amended Lease is at any time in arrears and unpaid within thirty (30) days after receipt of written notice by Landlord that such amount is past due;

(b) Any breach, non-performance or default by Tenant beyond all applicable notice and cure periods under any Binding Agreement;

(c) Any breach or default on the part of Tenant in the observance or performance of any of the material terms, covenants, agreements, conditions or provisions of this Amended Lease, and such breach or default continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant; provided, however, that if such breach or default is of a nature that it cannot reasonably be cured within such thirty (30) day period, then Tenant shall have such time as is reasonably required to cure such breach or default; provided that the period to cure such breach or default shall not exceed one hundred twenty (120) days in the aggregate and, provided further, that Tenant commences the cure within such thirty (30) day period following notice thereof and continues thereafter to diligently pursue completion of such cure;

(d) Tenant fails to operate, maintain, repair, rehabilitate and renovate all or any portion of the Project such that it is safe and secure for occupancy by Eligible Residents and other tenants, lessees or licensees and any such condition, occurrence or failure continues for a period of ten (10) days after written notice by Landlord to Tenant;

(e) Tenant fails to maintain all Governmental Authorizations necessary for the construction, management, use, maintenance, repair or rehabilitation of the Project and such breach or default continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant; provided, however, that if such failure is of a nature that it cannot reasonably be cured within such thirty (30) day period, then Tenant shall have such time (but without a modification of the Project Baseline Schedule) as is reasonably required to cure such breach or default; provided that the time period to cure shall not exceed one hundred twenty (120) days and, provided further, that Tenant commences the cure within such thirty (30) day period following notice thereof and continues thereafter to diligently pursue completion of such cure;

(f) Tenant fails to timely procure and maintain and cause its contractors to procure and maintain at all times the policies of insurance, surety bonds and any other payment or performance security required by this Amended Lease, and such failure continues for thirty (30) days after written notice thereof by Landlord in writing to Tenant;

(g) Tenant fails to achieve Substantial Completion of any Improvement or the Project by the Substantial Completion Deadline, unless Tenant is then diligently prosecuting the construction work to Substantial Completion and providing replacement housing;

(h) Any trustee, receiver or liquidator of Tenant is appointed and an action, suit or proceeding is instituted by or against Tenant and such preceding or action has not been dismissed within sixty (60) days after such appointment;

(i) Any material representation or warranty of Tenant made in this Amended Lease, or in any document submitted by Tenant to Landlord hereunder fails to be correct in any material respect on the date made or deemed made and same is not cured within fifteen (15) days of receipt of written notice by Landlord thereof;

(j) A transfer under either Section 15.1 or 15.2 is made without the prior written consent of Landlord or a transfer is made without compliance with Section 15.3; or

(k) Abandonment of the construction or operation of the Project for fifteen (15) consecutive days and the failure of Tenant to resume construction or operation of the Project within five (5) days after notice by Landlord.

Section 13.2 Notice and Remedies During Tenant's Default. Upon the occurrence and during the continuance of an Event of Default by Tenant, Landlord shall be entitled to exercise any one or more or all of the following remedies at its discretion: (i) commence proceedings against Tenant for damages and collect all sums or amounts with respect to which Tenant may then be in default and are accrued up to the date of termination of this Amended Lease (including amounts due under the provisions which survive such termination); (ii) commence proceedings against Tenant under the provisions of this Amended Lease for holdover obligations of Tenant, if any; (iii) bring an action for specific performance, including to require Tenant to document the conveyance and transfer set forth in this Amended Lease; (iv) terminate this Amended Lease subject to the provisions of Section 13.6, and reenter the Project and take possession thereof; or (v) exercise any other right or remedy available at law or in equity. In addition to the rights and remedies described above, if the Event of Default is described under Section 13.1(j), without payment or

other compensation the Architect Agreement and the Construction Contracts and finish the design and construction of the Project in accordance with the then existing budget for the Project, as modified by the terms of any Binding Agreements or any prior change orders properly adopted by Tenant in connection therewith.

Section 13.3 Landlord's Optional Cure Rights. In addition to other rights of Landlord upon an Event of Default, Landlord shall have the right, but not the obligation, to cure the act or failure constituting such Event of Default for the account and at the expense of Tenant. All reasonable costs or expenses incurred by Landlord, including reasonable attorneys' fees, shall be considered Additional Sums and shall be paid by Tenant to Landlord upon written demand. To the extent practicable Landlord shall provide Tenant with five (5) days written notice prior to commencing the cure of any Default, provided, however no such notice shall be required (i) for action to address an emergency, any relief, safety or security concern or exigent circumstances; or (ii) if Tenant's Default would potentially result in the imposition of a lien or the issuance of a tax sale certificate. If Landlord has already terminated this Amended Lease, Landlord's cure, or attempt to cure, any act or failure constituting a Default by Tenant shall not require notice and shall not result in a waiver of such termination or any other right or remedy by Landlord.

Section 13.4 Performance by Landlord of Tenant's Obligation; Interest. In addition to other rights of Landlord upon an Event of Default, if Tenant at any time fails to pay any Taxes or fails to make any payment or perform any act required by this Amended Lease to be made or performed by it or which results in an Event of Default, Landlord, without waiving or releasing Tenant from any obligation, liability or Default under this Amended Lease, shall have the right at its discretion (but shall not be obligated to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys fees, shall accrue interest at the Default Rate from the date paid or incurred by Landlord and shall constitute Additional Sums payable by Tenant under this Amended Lease and shall be paid by Tenant to Landlord upon written demand.

Section 13.5 Waiver. Each Party waives and releases the other Party hereto from any claims and/or liability for any special, consequential, incidental, indirect or punitive damages arising out of or in connection with the Project or this Amended Lease, excepting to the extent that it might be characterized as special, consequential, indirect or punitive damages, any express remedy set forth herein for the payment of liquidated damages or other amounts.

Section 13.6 No Damages. Tenant shall not seek an award of damages or the return of any amounts paid by Tenant in connection with Landlord's exercise of any of its rights or remedies.

Section 13.7 Landlord Events of Default. If any of the following events shall occur, Landlord is deemed to be in default of this Amended Lease ("**Landlord Default**" or a "**Landlord Event of Default**"):

(a) Any breach or default on the part of Landlord in the observance or performance of any of the other material terms, covenants, agreements, conditions or provisions of this Amended Lease, and such breach or default continues for sixty (60) days after written notice thereof by Tenant in writing to Landlord; provided, however, that if such breach or default is of a nature that it cannot reasonably be cured within such sixty (60) day period, then Landlord shall have such time as is reasonably required to cure such breach or default; provided that Landlord commences the cure within sixty (60) days following notice thereof and continues thereafter to diligently pursue completion of such cure.

Section 13.8 Notice and Remedies During Landlord's Default. Landlord shall have the time period set forth in Section 13.7, to cure such Landlord Default after Tenant delivers a notice of the Landlord

Default. Upon the occurrence and during the continuance of an Event of Default by Landlord, Tenant shall be entitled to exercise any one or more or all of the following remedies: (i) Tenant may terminate this Amended Lease; (ii) exercise Tenant's right to have any leases between Landlord and Eligible Residents and any other Person assigned from Landlord to Tenant; (iii) bring an action for specific performance or (iv) take whatever steps are necessary in Tenant's reasonable opinion to cure the default, and the costs of any such actions taken by Tenant shall be payable by Landlord to Tenant upon demand. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant written notice of claim for reimbursement, then, without limitation, said amount may be set off and deducted by Tenant from the next or any succeeding installment payments of Additional Sums due and payable hereunder by Tenant to Landlord.

ARTICLE 14. DAMAGE AND DESTRUCTION

Section 14.1 Damage. Tenant agrees to provide and maintain all insurance coverage as required in this Amended Lease. In the event that any Improvement, element or component of the Project is damaged ("**Damage**"), Tenant shall give notice to Landlord within five (5) Business Days following the date of such Damage. Within ninety (90) days, or such shorter period as is reasonable under the circumstances, following any Damage, Tenant shall commence work necessary to repair all Damage at its cost and expense; provided that Tenant may elect, in its sole discretion, to utilize other means of financing such work prior to receipt of the insurance proceeds. In addition, Tenant may use any funds then on deposit in the Repair and Replacement Account to fund the repairs; provided, however, to the extent such funds are used to fund the repairs, such funds shall be reimbursed in full from the insurance proceeds upon receipt thereof. Repairs, restoration, rebuilding, rehabilitation, and replacements to address Damage shall be made in accordance with the requirements of this Amended Lease relating to design and construction work and Plans and Specifications approved by Landlord. Tenant shall be entitled to adjust, collect and compromise, in its sole discretion, all claims under any applicable insurance policies carried by Tenant and to execute and deliver all necessary proofs of loss, receipts, vouchers and releases required by the insurers consistent with its obligation to repair, restore and rebuild the Project. Tenant shall use any such proceeds exclusively for repair of Damage, with any excess paid to Tenant or the Leasehold Mortgagee. Notwithstanding the foregoing, if (i) the cost of repairing or reconstructing any Improvement, element or component of the Project to substantially the same condition as existed prior to such damage or destruction is in excess of forty percent (40%) of the replacement cost of the Project and (ii) such damage or destruction occurs at any time after the commencement of the twenty-fifth (25th) Annual Period, either Party shall have the right to terminate this Amended Lease upon written notice to Landlord within sixty (60) days following the date of such Damage, in which event both Parties shall be relieved of and from any liability hereunder, except those which accrued up to the time of such termination, including the obligation of Tenant to provide Landlord with any insurance proceeds for the repair of the Damage or demolition of any Improvement that is not repaired and the removal of debris related to the Damage, and any obligations which expressly survive such termination.

ARTICLE 15. ASSIGNMENT AND SUBLETTING; CHANGE IN OWNERSHIP

Section 15.1 General Prohibition.

(a) **Tenant.** Tenant shall have the right at any time to make a Permitted Transfer and a Permitted Project Transfer without the prior consent of Landlord. Other than with respect to a Permitted Transfer and a Permitted Project Transfer, Tenant shall not have the right to transfer any interest in the Project or in or under this Amended Lease without the prior written consent of Landlord. Unless Tenant

has obtained Landlord's written consent prior to a transfer other than a Permitted Project Transfer and a Permitted Transfer, such transfer shall be null and void and an Event of Default.

(b) **Landlord.** Landlord shall not have the right at any time to assign (whether by operation of law or otherwise) any rights granted by this Amended Lease or sublet any interest of Landlord in all or any portion of the Property, or any Improvements, facility or building comprising the Project, without the prior written consent of Tenant, except as otherwise expressly set forth herein or in connection with an assignment or transfer of all or substantially all of Landlord's interests in the Property, the Improvements and any facility or building comprising the Project.

Section 15.2 Change in Ownership of Tenant. Tenant and its Tenant Members shall have the right at any time to make a Permitted Ownership Transfer without the prior consent of Landlord. Except with respect to a Permitted Ownership Transfer, each of the following shall be deemed an Ownership Transfer which shall be prohibited and an Event of Default without the prior written consent of Landlord within thirty (30) days following receipt of written request from Tenant: (a) the Tenant Member ceases to own, either directly or indirectly the majority of the membership interests in Tenant; (b) the Tenant Member is dissolved; (c) the Tenant Member or Tenant is merged, consolidated, liquidated, or sells all or substantially all of its assets; (d) there is a Change in Control of Tenant Member or Tenant, (e) the occurrence of an assignment, transfer or conveyance of assets, properties, rights or interests of Tenant or Tenant Member for the benefit of creditors or by operation of law; or (f) in connection with a proposed Ownership Transfer, Tenant Member or Tenant will not be owned or managed by a Person meeting the requirements of a Qualified Purchaser after giving effect to such Ownership Transfer. In the event that Landlord fails to give notice to Tenant that Landlord withholds consent to the Ownership Transfer within said 30-day period, Landlord shall be deemed to have consented to such proposed Ownership Transfer. Unless Tenant has obtained Landlord's written consent or deemed consent prior to such an Ownership Transfer, such an Ownership Transfer shall be null and void and an Event of Default.

Section 15.3 Qualified Purchaser Right of First Refusal. Subject to Landlord's right of first refusal set forth in this Section 15.3, Tenant shall have the right to sell its interest in this Amended Lease to a Qualified Purchaser effective as of (i) with Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed, during the period following Stabilization of the Project and prior to the fifth (5th) anniversary of the date of Substantial Completion of the Project (the "Post-Stabilization Period"), and (ii) without Landlord's consent, following the fifth (5th) anniversary of the date of Substantial Completion of the Project. In the event that, Tenant receives a term sheet or letter of intent to purchase its interest in this Amended Lease with closing to occur either following Stabilization or the fifth (5th) anniversary of the date of Substantial Completion of the Project, as applicable, and if Tenant desires to accept such term sheet or letter of intent, Tenant shall provide Landlord in writing with all material terms and conditions of the term sheet or letter of intent and, all documentation necessary to confirm the proposed transferee's status as a Qualified Purchaser (collectively, the "**Transfer Notice**"). If Landlord (i) reasonably disputes whether the proposed transferee is a Qualified Purchaser, and/or (ii) solely with respect to the Post-Stabilization Period, Landlord reasonably refuses to consent to the proposed Transfer, then Landlord must notify Tenant thereof within forty-five (45) days after receiving the Transfer Notice or the proposed transferee will be deemed a Qualified Purchaser (and Landlord's required consent shall be deemed given if the Transfer Notice relates to a Post-Stabilization Period Transfer). In the event Landlord determines that the proposed transferee is a Qualified Purchaser, and, during the Post-Stabilization Period, if applicable, gives its consent to such Qualified Purchaser as a proposed transferee, Landlord shall have forty-five (45) days after receiving the Transfer Notice during which to (i) notify Tenant in writing whether it will agree to purchase the interest described in the Transfer Notice on the terms and conditions stated therein (except as to the closing date, which shall be as set forth herein) and (ii) deliver to Tenant a letter in which the chief financial officer of Landlord certifies that (a) the purchase of the interest described in the

Transfer Notice on the terms and conditions stated therein will be in accordance with debt guidelines of Landlord and (b) Landlord has the bond capacity or other financial capability to purchase and finance the interest described in the Transfer Notice for the price set forth therein (collectively, the “**Initial Required Notices**”). If Landlord fails to timely deliver the Initial Required Notices to Tenant or declines to exercise its purchase right under this Section 15.3, then Landlord shall be deemed to have waived its purchase right under this Section 15.3 with respect to the applicable Transfer Notice and Tenant may proceed with the proposed Transfer for a price not less than the price set forth in the Transfer Notice and upon terms not materially more favorable to the transferee than the terms set forth in the Transfer Notice and upon the closing of such transfer, Tenant shall provide Landlord copies of the documents relating to the transfer including a written assumption by the proposed transferee of all of Tenant’s obligations under this Amended Lease arising from and after the effective date of the transfer. If Landlord timely delivers the Required Notices to Tenant, Landlord and Tenant shall close such purchase on a mutually agreeable date no later than one hundred twenty (120) days following Landlord’s receipt of approval by the Board of Trustees. In the event that Landlord shall fail to close on such purchase for any reason other than an Event of Default by Tenant hereunder, Tenant shall be entitled to proceed with the proposed Transfer or pursue the right of specific performance with respect to the Landlord. If Landlord waives (or is deemed to waive) its right of first refusal pursuant to this Section 15.3 with respect to a proposed Transfer, Landlord shall provide a recordable release of such right of first refusal as to the Transfer in a form generally acceptable to title insurers in the State of Florida.

Section 15.4 Notice of Intent to Market. Without limitation of the foregoing, Tenant shall provide written courtesy notice to Landlord of Tenant’s intent to market and sell the Project prior to initially publicly listing the Project for sale.

ARTICLE 16. MECHANICS AND MATERIALMEN'S LIENS

Section 16.1 Liens. Tenant shall not create, permit or suffer any mechanics or materialmen's liens or other liens to be filed against any Improvement or area of the Project, the Property or any portion of the Campus by reason of any work, labor, services, equipment, supplies, materials or items performed or furnished or related to the design, construction, maintenance, repair or replacement of the Project during the Term by Tenant or its Contractors or vendors. If any such lien, other lien or any notice of intention to file a lien shall at any time be filed or recorded against all or any portion of the Property, Tenant’s Leasehold interest in the Property or the Project, Tenant shall at Tenant’s cost, within ten (10) days after the Tenant obtains knowledge (including by notice to Landlord) that such lien or other document has been filed or recorded, commence and diligently pursue the removal or discharge of record of such lien or notice by payment, bond, order of a court of competent jurisdiction or otherwise; provided that Tenant shall have the right to contest any such lien in accordance with Florida law.

Section 16.2 Landlord Rights. If Tenant fails to remove or discharge any such lien or any notice of intention to file a lien within the prescribed time set forth herein, then in addition to any other right or remedy of Landlord, Landlord shall have the right in its discretion to procure the removal or discharge of the same by payment or bond or otherwise. Any cost, expense, fee or other amount paid by Landlord for such purpose, including reasonable attorneys’ fees, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord as Additional Sums upon Landlord’s written demand.

Section 16.3 No Waiver. Nothing contained in this Amended Lease shall be construed as a waiver, consent or agreement on the part of Landlord to subject Landlord’s estate in the Property or interest in the Project or any Improvement to any lien, encumbrance or liability arising out of construction, operation, maintenance, repair, rehabilitation, replacement, alteration, use or occupancy of the Project by

Tenant, its contractors and its subtenants. Tenant covenants and agrees to give any required notices or disclosures to Tenant's contractors advising that Landlord's interest in the Property and Project is not subject to liens arising from Tenant's design, construction, operation, maintenance, repair, replacement, alteration, use or occupancy of Improvements, facilities, buildings or structures on the Property or arising from any goods or services furnished, provided or performed by any contractor.

ARTICLE 17.

LEASEHOLD ENCUMBRANCES

Section 17.1 Leasehold Encumbrances. During the Lease Term, subject to the terms of this Amended Lease, Tenant has the right to pledge, hypothecate or otherwise encumber from time to time its Leasehold interest under this Amended Lease as security for one or more Funding Agreements the proceeds of which are used for the purpose of funding the performance and satisfaction by Tenant of its obligations under this Amended Lease and/or to refinance prior Project Debt. Except to the extent expressly agreed to in writing by Landlord, no such Funding Agreement or any extension, renewal, re-financing or replacement thereof obtained by or on behalf of Tenant shall impose any obligation or liability whatsoever on Landlord or attach to, encumber or otherwise affect Landlord's interest in the Project, the Campus or the Property. The sole recourse of any Leasehold Mortgagee shall be against Tenant and Tenant's interest in the Project and Tenant's Leasehold interest under this Amended Lease. The underlying fee simple title to the Property and Landlord's reversionary interest in the Project shall not be mortgaged or encumbered by Tenant. All loans secured by Tenant's interest in the Project and this Amended Lease shall be paid in full, and any Leasehold Mortgage shall be cancelled, released and discharged at or before the expiration or earlier termination of the Term, including in connection with Landlord's exercise of the Buyout Option.

Section 17.2 Secured Party. If, from time to time, Tenant or Tenant's successors and assigns shall either encumber the leasehold estate created by this Amended Lease and/or Tenant's interest in the Project with a **Leasehold Mortgage** and if the **Leasehold Mortgagee** delivers to Landlord an executed counterpart of such Leasehold Mortgage, together with each assignment thereof certified by such Leasehold Mortgage to be true, together with written notice specifying the name and address of such holder and the pertinent recording data with respect to such Leasehold Mortgage, if applicable, Landlord agrees that, anything in this Amended Lease to the contrary notwithstanding, from and after the date of receipt by Landlord of such notice and for the term (duration) of such Leasehold Mortgage the following provisions shall apply:

(a) **Consent to Amendment.** Except as provided below, there shall be no cancellation, surrender or modification of this Amended Lease by Landlord or Tenant without the prior written consent of any Leasehold Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing (but, in any event, subject to the cure rights granted to a Leasehold Mortgagee set forth in Sections 17.2(c) and (d)), nothing herein shall be deemed to prohibit or impair the rights of Landlord to terminate this Amended Lease in accordance with its terms or to exercise its Buyout Option or its other rights as provided for in this Lease. There shall be no material amendment, modification, change, extension, or restatement of the Leasehold Mortgage which is inconsistent with the Base Case Financial Model without Landlord's prior express written consent.

(b) **Notices to Secured Parties.** Landlord, upon sending Tenant any notice of an Event of Default, breach of a covenant or failure to perform, or termination of this Amended Lease, shall simultaneously send a copy of such notice to any Leasehold Mortgagee who has provided notice to Landlord thereof. In the event Landlord sends Tenant any such notice, the Leasehold Mortgagee shall then have the same period commencing after a copy of such notice is received by it (which period may be contemporaneous with cure efforts by Tenant) as is given to Tenant hereunder to remedy such failure, and Landlord shall accept performances by or at the direction of any Leasehold Mortgagee as if it had been

done by Tenant. Any notice required to be given to any Leasehold Mortgagee hereunder shall be posted in the United States mail, postage prepaid, certified, return receipt requested or sent by recognized overnight courier or delivery service and addressed to the Leasehold Mortgagee at the address and to the attention of the person designated by such Leasehold Mortgagee to receive copies of such notices. Except with respect to the right of Landlord to temporarily step-in and cure any breach, Default or delay or failure in performance by Tenant as provided in Section 13.3 and 13.4, Landlord shall not exercise any rights or remedies granted to it under this Amended Lease following an Event of Default by Tenant under this Amended Lease until the expiration of all notice and cure periods in favor of Leasehold Mortgagee as set forth in Sections 17.2(b), (c) and (d), to the extent applicable; provided that Leasehold Mortgagee commences effort to remedy such Event of Default within the initial time period available to Leasehold Mortgagee under Section 17.2(b) or commences effort to obtain possession of the Project, if necessary, and Leasehold Mortgagee diligently pursues such remedy or effort to obtain possession, as applicable.

(c) Curative Rights of Secured Parties. In addition to the rights granted to any Leasehold Mortgagee under Section 17.2(b), a Leasehold Mortgagee shall have an additional period of ninety (90) days commencing upon the expiration of the cure periods offered to Tenant (including cure periods under Section 13.6, if applicable) within which to remedy or cause to be remedied any Event of Default (or thirty (30) days with respect to an Event of Default for failure to pay amounts due and owing Landlord), provided that Leasehold Mortgagee commences efforts to remedy such Event of Default within the initial time period available to Leasehold Mortgagee under Section 17.2(b) or commences effort to obtain possession of the Project, if necessary, and Leasehold Mortgagee diligently pursues such remedy or effort to obtain possession, as applicable.

(d) Limitation Upon Termination Rights of Landlord. If Landlord elects to terminate this Amended Lease or re-enter upon the occurrence of an Event of Default for reasons other than a failure to pay amounts due and owing Landlord to the extent permitted in Section 13.2, the Leasehold Mortgagee shall also have the right to postpone and extend the date of termination or re-entry as fixed by the provisions of this Amended Lease for a period of not more than [six (6)] months from the expiration of the cure period specified in Section 17.2(c), provided that the Leasehold Mortgagee shall forthwith take steps necessary to acquire Tenant's interest and estate in this Amended Lease by foreclosure of its Leasehold Mortgage, or otherwise, and shall prosecute such action to completion with due diligence and thereafter upon obtaining such possession or control, as applicable, commence the curing of the Event of Default with due diligence; or (ii) if applicable, shall cause the Tenant to provide Landlord with a remedial plan acceptable to Landlord setting forth in reasonable detail how the Leasehold Mortgagee shall cure the Event of Default and thereafter perform Tenant's obligations, covenants and agreements under this Amended Lease. If at the end of the six (6) month period, the Leasehold Mortgagee is actively engaged in steps to acquire or sell Tenant's leasehold interest in this Amended Lease and the Project or to replace the management of the Project, the time for Leasehold Mortgagee to comply with the provisions of this Section 17.2(d) shall be extended for a period, acceptable in the sole discretion of the Landlord, as shall be reasonably necessary to complete the acquisition or sale or the remedial plan with reasonable diligence and continuity.

(e) Assignment. Landlord agrees that in the event of any foreclosure under any Leasehold Mortgage, either by judicial proceedings or under power of sale contained therein or transfer made in lieu of foreclosure (collectively, a "**Leasehold Mortgage Transfer**"), all right, title and interest encumbered by such Leasehold Mortgage may, without the consent of Landlord, be assigned to and vested in (x) the purchaser at such foreclosure sale or transferee of a transfer made in lieu of foreclosure, and such purchaser need not be a Qualified Purchaser or (y) a Leasehold Mortgagee or any Affiliate or designee of such Leasehold Mortgagee (a "**Mortgagee Acquirer**"), subject and subordinate, however, to the rights, title and interests of Landlord; and, notwithstanding that Landlord's consent to said assignment shall not have been obtained, any such purchaser or Mortgagee Acquirer shall be vested by virtue of such assignment with any

and all rights of the party whose estate was encumbered by such Leasehold Mortgage as though Landlord had consented thereto. Within sixty (60) days of such Leasehold Mortgage Transfer: (i) with respect to any continuing Event(s) of Default which are susceptible of being cured, the assignee or purchaser at such foreclosure sale shall be required to provide a remedial plan that sets out in reasonable detail such party's plan, schedule and budget to cure such continuing Event(s) of Default which caused the foreclosure and to perform Tenant's obligations, covenants and agreements under this Amended Lease accruing after the date on which such assignee or purchaser obtains Tenant's leasehold interest in the Project; and (ii) any purchaser (other than a Mortgagee Acquirer), that has been deemed a "Qualified Purchaser" only by virtue of having acquired the Project pursuant to a Leasehold Mortgage Transfer, shall either engage a Qualified Manager, or take such actions as may be necessary to become a Qualified Purchaser. Any continuing Events of Default which are not susceptible of being cured by such assignee or purchaser shall, as to such assignee or purchaser, be deemed waived by Landlord upon the assignee or purchaser obtaining Tenant's leasehold interest in the Project under this Section 17.2, subject to the full reservation by Landlord of all claims, rights and remedies which Landlord may have against any other Person relating thereto. For purposes of clarity, Landlord's rights of first refusal, consent rights with respect to Transfers during the Post-Substantial Completion Period, and restrictions on Transfer prior to Substantial Completion, all as set forth in Section 15.3 of this Amended Lease, shall not be deemed to apply to (i) any Leasehold Mortgage Transfer, or (ii) following any Leasehold Mortgage Transfer to a Mortgagee Acquirer, the subsequent sale of the Project by such Mortgagee Acquirer to a Qualified Purchaser.

(f) Secured Party Leases. Landlord agrees that in the event of a termination of this Amended Lease or re-entry without termination by reason of any Event of Default, and subject to the rights herein granted to Leasehold Mortgagee, the Leasehold Mortgagee shall have the option, but not the obligation, to enter into a ground lease agreement directly with Landlord on the same terms and conditions for the remainder of the Lease Term (a "**Secured Party Lease**"); provided:

(i) the Leasehold Mortgagee shall enter into a Secured Party Lease within the required period specified in Section 17.2(d);

(ii) the Leasehold Mortgagee shall pay, perform and observe all obligations, covenants and agreements contained in the Secured Party Lease on Tenant's part to be paid and performed during such period of time commencing with the date of the execution of the Secured Party Lease and terminating upon the abandonment or surrender of possession of the Project under the Secured Party Lease;

(iii) the Leasehold Mortgagee terminates any management agreement with the then current manager, if other than the Landlord and appoints a substitute manager approved by Landlord; and

(iv) the Leasehold Mortgagee, as the tenant under the Secured Party Lease, shall have the same right, title and interest in and to the Project and the right to use the Project as Tenant had under this Amended Lease, subject to the terms and conditions of this Amended Lease.

(g) Agreement Between Landlord and Secured Party. Landlord, upon reasonable written request by Leasehold Mortgagee, shall execute, acknowledge, and deliver to Leasehold Mortgagee an agreement, in form reasonably satisfactory to the Leasehold Mortgagee and Landlord, by and among Landlord, Tenant, and the Leasehold Mortgagee (provided the same has been previously executed by Tenant and Leasehold Mortgagee) agreeing to the provisions of this Article.

(h) Limitation on Liability of Secured Party. Notwithstanding any other provision of this Amended Lease, Landlord agrees that any Leasehold Mortgagee permitted under this Amended Lease shall in no manner or respect solely as a result of such status whatsoever be (i) liable or responsible for any of Tenant's obligations or covenants under this Amended Lease (nor shall any rights of such Leasehold Mortgagee be contingent on the Tenant's satisfaction of such obligations or covenants); or (ii) required to cure any Event of Default, provided; however, that if such Leasehold Mortgagee becomes the owner of the Leasehold estate created hereunder or becomes the tenant under a Secured Party Lease obtains then such Leasehold Mortgagee shall be responsible and liable for all obligations and covenants accruing during the period of time that the Leasehold Mortgagee is the owner of such leasehold estate or tenant under a Secured Party Lease, or obtains management control of Tenant, as applicable. Notwithstanding the foregoing, the liability of a Leasehold Mortgagee with respect to its obligations under this Amended Lease or any Secured Party Lease shall be "non-recourse" and, accordingly, Landlord's source of satisfaction of such obligations from the Leasehold Mortgagee shall be limited to Landlord's rights to terminate this Amended Lease as provided herein and execution upon, receipt and collection of and/or enforcement of all rights of Landlord or Tenant under or with respect to the Project, reserves, accounts and any insurance policy or surety bond or other payment or performance security proceeds, and Landlord shall not seek to obtain payment through any judicial process or otherwise from any person or entity comprising such Leasehold Mortgagee or from any assets of such Leasehold Mortgagee other than the Project, reserves, accounts, insurance policy or surety bond or other payment or performance security proceeds.

(i) Notice to Landlord. Tenant shall cause each Leasehold Mortgagee to provide Landlord notice of the occurrence of any event of default under the related Leasehold Mortgage.

ARTICLE 18. WAIVER

No waiver of any obligation, covenant or condition or of any right shall be implied by the failure, delay or partial exercise by Landlord or Tenant to take action or for any other reason, and no waiver of any obligation, covenant or condition shall be valid unless it is in writing signed by the Party against whom the waiver is asserted. The mention in this Amended Lease of any specific right or remedy shall not preclude Landlord or Tenant from exercising any other right or remedy or from commencing and maintaining any action to which it may be otherwise entitled either at law or in equity except to the extent such right or remedy is expressly waived herein. For the purpose of any suit, action or proceeding by Landlord brought or based on this Amended Lease, this Amended Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Amended Lease and it is further agreed that failure to include in any suit, action or proceeding any sums or sums then matured shall not be a bar to the maintenance of any suit, action or proceeding for the recovery of said sum or sums so omitted.

ARTICLE 19. WAIVER OF LIABILITY/INDEMNIFICATION

Section 19.1 Limitation of Liability. Notwithstanding anything herein to the contrary, Landlord is not and shall not be liable for any claims for damage to the Property or the Project or damage to property or injuries to persons in, on or about the Property or elsewhere occurring during the Term, except to the extent caused by or attributable to the material breach of this Amended Lease by Landlord or the gross negligence or willful misconduct of Landlord or its contractors, agents and representatives and its and their employees and agents. This limitation on liability shall apply without limitation to claims by Tenant, its funding parties, Lenders, Leasehold Mortgagees, affiliates, related parties, contractors, agents and representatives and its and their employees, agents, invitees, licensees, customers, guests, or related entities and successors or permitted assigns. Furthermore, in no event shall Landlord have any liability to

Tenant or its funding parties, Lenders, Leasehold Mortgagees, affiliates or contractors on account of any consequential, incidental, special, punitive, exemplary or any other indirect damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation or revenue. The Parties intend that except as expressly provided herein any damages awarded to either Party shall be limited to actual, direct damages sustained by the aggrieved Party and each Party's liability shall be limited to its respective interest in the Property, the Project.

Section 19.2 Indemnification by Tenant. Tenant agrees that, from and after the date of execution of this Amended Lease, Tenant shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Parties) and hold harmless Landlord and the Board and their respective officers, officials, employees, trustees, and governors (collectively, the "**Indemnified Parties**") from and against any suits, actions, proceedings, investigations, damages, claims, liability, costs and expense, including reasonable attorneys' fees and costs, which may be threatened or asserted against, imposed upon or incurred by the Indemnified Parties (collectively, "Claims") (a) to the extent arising from or out of any occurrence at, in, or from the Project or any part thereof during the Term by reason of the site investigation, design, demolition, construction, operation, maintenance, repair, rehabilitation, occupancy, or use of the Project by or at the direction of the Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; (b) by reason of Tenant's breach, nonperformance or default under any provision hereof during the Term; (c) by reason of any lien, violation of Law or any Governmental Authority, injury to any person or damage to any property, infringement of intellectual property rights, releases of Hazardous Materials or liens occurring during the Term and caused by Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; or (d) by reason of any act or omission by Tenant, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees during the Term. Tenant's indemnification obligation under this Section 19.2 shall not extend to Claims to the extent resulting from or out of any act or omission by Landlord, its employees, representatives, agents, contractors, partners, servants licensees, or invitees during the Term, (iii) the gross negligence or willful misconduct by any Indemnified Party or (iv) any material breach of this Amended Lease by Landlord.

Section 19.3 Indemnification by Landlord. Subject to the provisions of Florida Statute 768.28, Landlord agrees that, from and after the date of execution of this Amended Lease, Landlord shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Parties) and hold harmless Tenant and their respective officers, officials, employees, trustees, and governors (collectively, the "**Indemnified Parties**") from and against any suits, actions, proceedings, investigations, damages, claims, liability, costs and expense, including reasonable attorneys' fees and costs, which may be threatened or asserted against, imposed upon or incurred by the Indemnified Parties (collectively, "Claims") (a) by reason of Landlord's breach, nonperformance or default under any provision hereof during the Term; (b) by reason of any lien, violation of Law or any Governmental Authority, injury to any person or damage to any property, infringement of intellectual property rights, releases of Hazardous Materials or liens occurring during the Term and caused by Landlord, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees; or (c) by reason of any act or omission by Landlord, its employees, representatives, agents, contractors, partners, servants, licensees, or invitees during the Term. Landlord's indemnification obligation under this Section 19.3 shall not extend to Claims to the extent resulting from or out of any act or omission by Tenant, its employees, representatives, agents, contractors, partners, servants licensees, or invitees during the Term, (i) the gross negligence or willful misconduct by any Indemnified Party or (ii) any material breach of this Amended Lease by Tenant. The provisions of this Section 19.3 shall not operate to waive, limit, or negate in any manner, the provisions of Florida Statute 768.28.

Section 19.4 Tenant Personality. Tenant shall locate Personality at and occupy and use the Project at its own risk. The Indemnified Parties are not responsible or liable at any time and Tenant expressly releases them from any loss or damage to Tenant's Personality except to the extent resulting from or arising out of the gross negligence or willful misconduct of any Indemnified Party.

Section 19.5 Violation of Requirements. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord and the Board harmless from and against any and all suits, actions, cost, damages or claims, liability, cost or expense, including reasonable attorney's fees and costs arising during the Term out of (a) the failure of any portion of the Project to comply with all requirements of applicable Law (including applicable terms of the Americans With Disabilities Act of 1990 (excluding any alterations, modifications or replacements to the Project performed by the Landlord or a third party contractor for the Landlord)); or (b) any violation by or order or duty imposed upon Landlord or Tenant arising from or out of, or in connection with Tenant's operation, maintenance, repair, rehabilitation, alteration, occupancy or use of any portion of the Property or the Project (including any occupancy, use or manner of use that constitutes a "place of public accommodation" under the Americans With Disabilities Act), or any installations in or on the Property or Project by reason of a breach of any of Tenant's obligations, covenants or agreements under this Amended Lease. Tenant's indemnification obligation under this Section 19.4 shall not extend to the gross negligence or willful misconduct by Landlord or any of its employees, trustees, or agents.

Section 19.6 Survival. This Article 19 will survive the early termination of, or the expiration of the Term of this Amended Lease.

ARTICLE 20. SURRENDER AND HOLDING OVER

Tenant shall deliver up and surrender to Landlord possession of the Property and the Project in compliance with the requirements of this Amended Lease, and shall execute mutually agreeable transfer documentation of transfer and assignment in connection therewith, upon the expiration or earlier termination of this Amended Lease and transfer of the Project from Tenant to Landlord. Should Tenant or any party claiming under Tenant remain in possession of the Project or Property, or any part thereof (excluding, however, any Eligible Residents in the Project), after any expiration or termination of this Amended Lease, no tenancy or interest in the Project or the Property shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall, upon demand, pay to Landlord on monthly demand, as liquidated damages, a sum equal to one hundred fifty percent (150%) of the prevailing market rent (as reasonably determined by Landlord) with respect to the affected portion of the Property and the Project for any period during which Tenant shall hold the Property after the stipulated term of this Amended Lease may have expired or terminated, in addition to any other costs, charges, expenses or fees incurred by Landlord to enforce its rights hereunder.

ARTICLE 21. CONDEMNATION

Section 21.1 Condemnation. In the event of a Taking or the commencement during the Term of this Amended Lease of any proceedings, negotiations or threats which might result in a Taking, Landlord and Tenant shall give notice thereof to the other upon the President of the College or the Tenant obtaining knowledge of the same. Landlord, Tenant and any Leasehold Mortgagee shall each have the right to appear and intervene in any such proceedings and be represented by their respective counsel. Tenant shall be authorized to collect, settle and compromise, in its discretion, the amount of Tenant's award related to the leasehold estate created by this Amended Lease and Tenant's interest in the Project including, without limitation, any claim for loss of business goodwill, relocation expenses, Tenant's or any other claims that

Tenant is permitted to make). The Parties will cooperate in good faith in all such proceedings, and agree to execute any and all documents that may be reasonably required in order to facilitate the collection of the maximum award to which each Party is be entitled under applicable laws. Notwithstanding anything to the contrary set forth in this Article 21, to the maximum extent permissible by law, Landlord is prohibited from exercising any power of condemnation it may now or hereafter have with respect to condemning the Property, the leasehold estate created by this Amended Lease or any Improvement, element, facility or component of the Project. “**Taking**” means any condemnation, requisition or other taking or sale of the use or occupancy of or title to all or any part of the Property, the Tenant’s leasehold estate and/or any Improvement, element, facility or component of the Project owned by Tenant in, by or on account of any actual or threatened eminent domain proceeding or other action by any Governmental Authority or other person or entity under the power of eminent domain or otherwise. A Taking shall be deemed to have occurred on the earliest to occur of the dates that use, occupancy or title of the affected property is taken. As of the date hereof, Landlord represents and warrants that to the actual knowledge of the President of the College, no portion of the Property is subject to any pending proceeding for Taking.

Section 21.2 Lease Termination. If at any time during the Term of this Amended Lease there shall be a Taking of the whole or substantially all of the Property and/or the Project by any Governmental Authority, then, this Amended Lease shall terminate and expire on the date title is transferred to such Taking entity. No Base Rent shall be apportioned in connection with such Taking. For the purpose of this Section 21.2, “substantially all” of the Property and/or an Improvement, element or component of the Project located on the Property shall be deemed to have been taken if the remaining part thereof, as applicable, not so taken cannot be adequately restored, repaired or reconstructed, , so as to constitute a complete, architecturally sound facility of substantially the same usefulness, design and construction as prior to the Taking. No termination of this Amended Lease in connection with a Taking of substantially all of the Property and/or the Project shall be deemed to have occurred, unless and until Tenant affirmatively elects to terminate this Amended Lease in writing after making the determination contemplated in the prior sentence.

Section 21.3 Demolition of Project Improvements. If this Amended Lease is terminated with respect to a portion of the Property and/or an Improvement, element or component of the Project as a result of such Taking, then Tenant shall either restore the portion of the Property that remains following the Taking to complete, architecturally sound buildings with the proceeds of the award, or demolish and remove any Improvements on the Property which are affected by the Taking, provided Landlord shall have the right, at its option, to receive ownership of the remaining Improvements in their as-is, where-is condition, with all faults.

Section 21.4 Award. If this Amended Lease is terminated with respect to a portion of the Property and/or an Improvement, element or component of the Project as result of such Taking by any Governmental Authority, then as between Landlord and Tenant, the Parties agree that each shall be entitled to its fair and equitable share of any award or awards which such awards shall be allocated as follows: (a) to Tenant in an amount equal to the fair market value of the portion of the leasehold estate and the Improvements and use of the Project thereon owned by Tenant apportioned to the remaining Lease Term and any Personalty of Tenant so taken; the costs incurred by Tenant in connection with the collection of such proceeds and awards (including, without limitation, all fees for experts, counsel fees, costs of surveys and appraisals, and court costs), and costs incurred or to be incurred by Tenant in demolishing or restoring the remaining portion of the Project to a complete, architecturally sound facility of substantially the same usefulness, design and construction as prior to the Taking, and (b) to Landlord in an amount necessary to compensate it for the fair market value of the portion of the Property (subject to, and burdened by, this Amended Lease for the Term) and the Improvements after the remaining Term and the costs incurred by Landlord in connection with the collection of such proceeds and awards (including, without limitation, all

fees for experts, counsel fees, costs of surveys and appraisals, and court costs). The portion of the Leasehold estate award and the portion of the Project award shall be deemed to be that part of the award which shall be specifically attributable by the condemnation court (or condemnation commissioner or other body authorized to make the award) to the affected portions of the Leasehold estate and the Improvement, element or component of the Project. If any such awards are made without explicit allocation of an amount representing Tenant's interest under this Amended Lease and/or the Project and Personalty, Landlord and Tenant shall use good faith efforts to agree thereupon in accordance with the standards and principles applicable generally in condemnation proceedings before the courts of the State of Florida and in accordance with the terms of this Amended Lease. If this Amended Lease shall continue after any such Taking, this Amended Lease shall remain unaffected except that this Amended Lease shall terminate as to the part of the Project and Property so taken (unless such Taking is a temporary taking, in which case this Amended Lease shall terminate with respect to the portion of the Project taken only so long as it remains taken and in the event of any such temporary taking the entirety of the award shall be payable to Tenant), except that Tenant shall, promptly after such Taking and at its expense, restore such Improvements to a complete architectural unit to the reasonable satisfaction of Landlord, and the Base Rent payable by Tenant hereunder shall be equitably reduced. The portion of the Project remaining shall thereafter be referred to as the "Project."

ARTICLE 22. EXCEPTIONS TO DEMISE

Section 22.1 Pre-Existing Recordings. This Amended Lease is subject to all applicable College policies and procedures, , the Permitted Exceptions, and the easements, agreements, instruments and documents that are executed or imposed from time to time after the date of execution of this Amended Lease, as long as such future matters do not materially impair Tenant's ability or rights under this Amended Lease, including rights to design, construct, manage, operate, use, maintain, repair rehabilitate and renovate the Project or increase Tenant's costs, obligations or liabilities with respect thereto or under this Amended Lease. Landlord does not hereby warrant or guaranty title, right or interest in the Property to Tenant; and to the Leasehold estate created by this Amended Lease in favor of Tenant.

Section 22.2 Subordination. Landlord shall have the right to cause this Amended Lease (and any amendments made in accordance herewith) to be and become and remain subject and subordinate to any and all ground or underlying leases, mortgages or deeds of trust (or any renewals, modifications, consolidations, replacements or extensions thereof) covering the Property for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided, however, that the Landlord or other party shall agree in a written subordination agreement, in form and substance reasonably acceptable to Landlord and Tenant (and if applicable, Tenant lender), not to disturb Tenant's right of possession under this Amended Lease pursuant to the terms of this Amended Lease, unless an Event of Default has occurred and is continuing. Notwithstanding anything to the contrary herein, Landlord shall not have the right to cause any mortgage, lien or encumbrance to be placed on or against the Project or the Personalty except to the extent consistent with Landlord's reversionary interests, Landlord's Buyout Option or the right of Landlord to access, acquire, possess, occupy, use and enjoy any portion of the Property or Project.

ARTICLE 23. LEASE INURES TO BENEFIT OF ASSIGNEES

Subject to the limitations on Transfers as set forth in Article 15 hereof, this Amended Lease and all terms, covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the permitted successors and permitted assigns, if any, of the Parties, provided, however, that no

assignment, transfer, exchange, conveyance or change of control by, from, through or of Tenant in breach or violation of this Amended Lease shall vest in the assignee, transferee or controlling party any right, title or interest in, to or under this Lease, the Property, Tenant's Leasehold interest or the Project. Subject to Section 15.1(b) and Article 22, it is expressly understood and agreed that this Amended Lease and any and all rights of Landlord hereunder shall be fully and freely assigned, transferred, or conveyed by Landlord without notice to or the consent of Tenant including Landlord's right to access, acquire, possess, occupy and use certain portions of the Project and Landlord's Buyout Option as set forth herein.

ARTICLE 24. QUIET ENJOYMENT

Subject to Landlord's Buyout Option and the rights of Landlord while an Event of Default exists under Section 13.1 hereof, Landlord hereby covenants and agrees that Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Project without any manner of let or hindrance from Landlord, the Board or any party claiming by or through Landlord or the Board.

ARTICLE 25. NO PARTNERSHIP

By entering into this Amended Lease, a Party does not, in any way or for any purpose, become a partner of the other Party in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the other Party, it being understood and agreed that neither the method of computation of Rent, nor any other term, condition, covenant or provision contained herein, nor any acts or course of conduct or dealing of the Parties, shall be deemed to create any relationship between Landlord and Tenant other than landlord and tenant.

ARTICLE 26. NOTICES

All notices, requests, consents, objections, waivers and approvals under this Amended Lease shall be effective only if given or made in writing addressed to a Party to the attention of the offices or individual(s) and at the address (U.S. Mail or confirmed email) specified for that Party herein and to such additional or other addressees, addresses, or numbers, as any Party may designate by notice to the other Party, and shall be effective at the times, and only if given by (a) email with confirmed receipt (with a copy thereof sent as provided in (b), (c) or (d); (b) nationally recognized overnight delivery service; (c) government certified or registered mail return receipt requested, effective upon delivery or refusal of delivery by or on behalf of the intended recipient or (d) personal delivery to the intended recipient.

The addressees, addresses (U.S. Mail and email) for notice shall be:

If to Landlord:
St. Johns River State College Student Housing
DSO, 5001 St. Johns Ave., Palatka, FL 32177
ATTN: President

With copy to:
If to Tenant:
Beck/Sloan Properties
2000 Reid St., Palatka, FL 32177
ATTN: Jim Troiano

With copy to:

A Party may change its address information for purposes of notice upon five (5) days prior written notice to the other Party. Notices by a Party may be given on its behalf by its attorney.

ARTICLE 27. LANDLORD'S AND TENANT'S MARKS

Section 27.1 Landlord's Marks and Naming Rights. The parties recognize that utilization of the College's symbols, logos, trademarks, and other representations of the College is integral to the effective marketing of the project to potential residents. Accordingly, Tenant shall be authorized to use the College's symbols, logos, trademarks, and other representations of the College for marketing and advertising purposes with the approval of Landlord, which said approval shall not be unreasonably withheld. Landlord reserves all naming rights and associated rights, interests, property, privileges, and benefits in any way related to the Project.

Section 27.2 Tenant's Mark's. Except as necessary or useful to comply with applicable Laws and to perform its obligations hereunder, including with respect to the marketing of the Project, Landlord shall not use the name of Tenant or its Affiliates or any of its symbols, logos, trademarks or other representations of Tenant or those of its affiliated organizations ("**Tenant's Marks**") without the express written consent of Tenant and the applicable affiliated organization(s). Landlord shall not, during the Term, change the name of the Project if such new name would include use of any Tenant's Marks, without the express written consent of Tenant, which consent may be granted or withheld in Tenant's sole and absolute discretion.

ARTICLE 28. INTEREST

All sums payable by either Party to the other Party under this Amended Lease, if not paid when due, shall accrue interest at the lesser of: (i) the sum of the prime rate (published by the Wall Street Journal or similar publication) plus two percent (2%) (200 basis points) per annum, and (ii) the highest rate allowed under the laws of the State of Florida (the "**Default Rate**"), from their due date until paid, and with respect to amounts owing by Tenant to Landlord, said accrued interest.

ARTICLE 29. DISPUTE RESOLUTION

Section 29.1 Dispute Resolution. The Parties shall utilize the following process for the resolution of any claim, dispute or disagreement.

(a) **Direct Communication.** Management-level representatives of the Parties shall meet in an attempt to resolve any Dispute within twenty (20) days after one Party sends notice to the other Party of the existence of such Dispute. If such management representatives of each Party are unable to resolve the Dispute within such twenty (20) days after the initial notice the Parties shall have the right to refer the Dispute to mediation.

(b) **Mediation.** If the Dispute cannot be resolved through direct communication and meetings of representatives of the Parties as provided in paragraph (a) immediately above, either Party may request appointment of a neutral mediator with demonstrated subject matter expertise and experience mutually agreeable to the Parties. Both Parties shall participate in the mediation proceedings and conferences convened by a mediator until earlier of resolution of the Dispute and twenty (20) days after the first mediation proceeding with the mediator. The mediator's fee shall be divided equally between the Parties.

The mediator is to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by Landlord and Tenant; however, the mediator's recommendations concerning any such dispute are advisory only. The mediator's recommendations shall be based on the pertinent Lease provisions, and the facts and circumstances involved in the dispute.

(c) Litigation. If Landlord and Tenant cannot reach an agreement resolving the dispute pursuant to the process set forth in Sections 29.1(a) and (b), Landlord and Tenant shall have the right to pursue litigation. In no event shall the existence of litigation of any controversy or the settlement thereof in and of itself delay the performance of obligations under this Agreement.

(d) Venue. The sole and exclusive venue for resolution of any dispute, claim or controversy arising out of or relating to this Agreement shall be the state and federal courts for Putnam County, Florida. All parties shall be responsible for their own expenses, including attorneys' fees, paralegal fees, legal assistants' fees and costs including those incurred on the appellate level, for any actions taken as a result of failure by any party to comply with any terms of this Amended Lease or in any way arising out of this Amended Lease.

(e) Status Quo. The alternate dispute resolution process set forth in Sections 29.1(a) and (b) shall not preclude a Party from seeking injunctive relief, including specific performance, in order to maintain the status quo during the pendency of a Dispute resolution proceeding.

ARTICLE 30. GOVERNING LAW

Section 30.1 Governing Law; Venue. This Amended Lease and all claims or disputes arising therefrom is governed by laws of the State of Florida without regard to its choice of law provisions.

ARTICLE 31. FORCE MAJEURE

(a) In the event that Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term by reason of, or related to or arising out of events, occurrences or circumstances not within its control, including acts of God, sink holes, fire, flood, tornado, hurricane, or extreme or catastrophic weather or accident, shortages, casualty, strikes, lockouts or other labor disputes, governmental restrictions or orders, national emergencies, enemy or hostile governmental action, terrorism, insurrection, embargoes, pestilence, and quarantines, which do not arise out of or result from the negligence, breach, misconduct or fault of the party delayed in the performance of such obligation or its contractors, agents, representatives or affiliates (collectively, "**Force Majeure**"), then, the period of such delay shall be deemed added to the time herein provided for the performance of any such obligation and the party affected by the Force Majeure shall not be liable for losses or damages caused by such delays of the affected Party so long as the affected party gives notice to the other Party of the event of occurrence within five (5) Business Days following the date that the affected Party has knowledge of the event of Force Majeure describing the nature of the event of Force Majeure and the anticipated impact on performance of its obligations; provided, however, that this Article 31 shall not apply to the payment of any sums of money required to be paid by Tenant or Landlord hereunder. The Party affected by a Force Majeure shall use its best reasonable efforts to mitigate the effect of such event on its performance and to resume performance of affected obligations. Landlord and Tenant acknowledge that normal and customary rain, storms, wind and lightning in Putnam County, Florida shall not, of themselves, constitute a Force Majeure.

(b) If a Force Majeure event occurs which will delay commencement of construction of the Project by more than one (1) year in the reasonable determination of Tenant, Tenant shall have the right to terminate this Amended Lease within ninety (90) days following such Force Majeure event.

(c) In the event Tenant exercises the right to terminate this Amended Lease as a result of a Force Majeure event Tenant shall assign all of its rights, title and interest in the development work product, including the Plans and Specifications and assign its interest in the Construction Contracts to Landlord free and clear of any claims or liens and without further approval or compensation.

ARTICLE 32. ENVIRONMENTAL MATTERS

Section 32.1 Environmental Site Assessment. Tenant hereby acknowledges that Tenant will perform all environmental, engineering, geotechnical, seismic, hydrologic, archeological, and other due diligence desired by Tenant with respect to the Property and land, buildings, structures, installation, facilities, works, utility, equipment and improvements on and under the Property that Tenant deems necessary prior to the Financial Closing.

Section 32.2 Environmental Compliance Requirements.

(a) Tenant agrees that during the Lease Term, the Property and the Project will remain free from contamination by Hazardous Materials in excess of amounts, concentrations, levels and rates permitted by Environmental Laws which would require remediation or clean-up to conform to applicable remediation criteria established under applicable Environmental Laws, and the Project and the Property and the activities conducted or to be conducted thereon by Tenant and its employees, contractors, and invitees do not and will not violate any Environmental Laws. Tenant shall not cause or permit the Project or Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Materials, except as specifically exempted or permitted under applicable Environmental Laws, which are the subject of prior notice to Landlord. Tenant shall not cause or permit the Project or Property or any activities conducted thereon to be in violation of any current or future applicable Environmental Laws. Tenant will promptly notify Landlord of any actual or alleged violation of any Environmental Laws relating to the Project or the Property or the release or suspected release of Hazardous Materials in, under or about the Project or the Property potentially in violation of Environmental Laws, and Tenant shall promptly deliver to Landlord a copy of any notices, filings or permits sent or received by Tenant, or on behalf of Tenant, with respect to any of the foregoing events, occurrences, conditions or circumstances. Consistent with the terms of this Amended Lease, Tenant shall have the right to direct decisions regarding remediation activities affecting the Project and Property which are the responsibility of Tenant under this Amended Lease, all of which shall be performed at Tenant's cost, but Landlord, shall have reasonable input into decisions regarding remediation activities and any obligation, ownership interest, covenant, condition, requirement, limitation or restriction which will potentially affect Landlord's possession, occupancy or use of or interest in the Project. Notwithstanding the foregoing, in no event is Tenant entitled to agree to any lesser clean-up standard than is required by applicable Law or to any limitation on use that would bind the Landlord, Project, Property or Campus following the expiration of the Term without Landlord's express written consent, which may be withheld in Landlord's sole and absolute discretion.

(b) In the event Landlord suffers any claims or loss pursuant to Tenant's breach of this Section 32.2, any such amounts shall constitute Additional Sums due from Tenant to Landlord and shall be payable in full upon written demand by Landlord. Tenant's liability under this Section 32.2 for matters existing on or prior to the expiration or termination of this Amended Lease shall survive the expiration or any termination of this Amended Lease. This Section 32.2 shall be construed as prohibiting the use at the Property and the Project of substances regulated by Environmental Laws, including Hazardous Materials,

that are normally or routinely used in the construction of improvements such as the Improvements or are normally or routinely used in the operation, repair, maintenance, and use of residential and retail projects, such as fuels, solvents, cleaning materials, paint and printing materials so long as the same are used in a manner that complies with all applicable Environmental Laws, and Tenant shall not be responsible for and have no liability in connection with, including the remediation or removal thereof, any Hazardous Materials that (i) are specifically exempted or permitted under applicable Environmental Laws, (ii) are the subject of prior notice to Landlord, (iii) arise out of or result from any act of third parties or Landlord or its employees, contractor, agents or invitees, (iv) may have existed in, under or about the Property or the Project as of or prior to the Financial Closing Date, or (v) migrate from any property adjacent to the Property (collectively, a “**Permitted Exclusion**”). In the event of any actual or alleged violation of any Environmental Laws relating to the Project or the Property or the release or suspected release of Hazardous Materials in, under or about the Project or the Property potentially in violation of Environmental Laws arising out of or resulting from (x) any act of Landlord or its employees, contractor, agents or invitees, (y) any Hazardous Materials which may have existed in, under or about the Property or the Project as of or prior to the Financial Closing Date which were not brought onto the Property by Tenant, its Affiliates or its or their contractors, or (z) any Hazardous Materials that migrated from any property adjacent to the Property, Landlord shall be responsible, at its sole cost and expense, for any cleanup, remedial, removal or restoration work necessary to conform to applicable Environmental Laws and return the Project, Property and surrounding area to the condition existing prior to the introduction of such Hazardous Materials, and any claims, losses, damages, costs and expenses suffered by Tenant as a result thereof.

Section 32.3 Landlord’s Representations. Landlord represents and warrants to Tenant that, to the actual knowledge of the Landlord’s Board of Directors: (a) during the period that Landlord has owned the Property Landlord is not aware of any failure to remove Hazardous Materials in material conformance with applicable Environmental Laws, if any such removal has been performed, and (b) except as may be disclosed by any reports, no Hazardous Materials or any other environmentally regulated substance or condition has been generated, manufactured, refined, transported, treated, stored, handled, disposed of, released or located on, in, under or about the Property or in the improvements on the Property during the period that Landlord has had a fee interest in the Property, except for any of the same that have been removed from the Property in accordance with all applicable Environmental Laws, or any items normally or routinely used in the operation, repair, maintenance, and use of residential and retail projects, such as fuels, solvents, cleaning materials, paint, printing materials and medical waste, so long as the same are used in a manner that complies with all applicable Environmental Laws.

ARTICLE 33. 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.

ARTICLE 34. BROKERS

Tenant and Landlord each represents and warrants to the other that no real estate broker, agent, commission salesman, or other such person has represented it in the negotiations for and procurement of this Amended Lease (collectively, a “**Broker**”), and that no commissions, fees, expenses, or compensation of any kind are due and payable to any Broker in connection with this Amended Lease. To the extent permitted by law, each of Tenant and Landlord hereby agree to indemnify, hold harmless and defend the other party from and against for any claims made for the payment of any commissions, fees, expenses or

other compensation of any kind whatsoever which may be due and payable with respect to the negotiation and/or procurement of this Amended Lease by any Broker claiming by, through or under, the indemnifying party.

ARTICLE 35. LANDLORD'S APPROVALS

Section 35.1 Landlord Review. With respect to Landlord's review and consideration of applications for Governmental Authorizations and review and approval of the Plans and Specifications and any other design or construction documents prepared by or for Tenant in connection with the management, maintenance, repair, rehabilitation, renovation or alteration of the Project and review of their compliance with the Florida Building Code and any required inspections of the Project (including, state fire marshal inspections), Tenant shall reimburse Landlord upon demand for the reasonable actual, out-of-pocket costs, fees and expenses incurred by Landlord.

Section 35.2 Landlord Consent; Estoppel Certificates. If Tenant or a Leasehold Mortgagee requests Landlord's consent or approval under this Amended Lease or requests that Landlord provide an estoppel certificate or subordination, nondisturbance and/or attornment agreement ("SNDA"), and Landlord deems it necessary or desirable to seek the advice of its attorneys then Tenant shall pay the reasonable, actual out of pocket costs, fees and expenses of such persons and firms in connection with the consideration of such request and/or the preparation of any documents pertaining thereto. Except as otherwise provided herein, Landlord's consent or approval of any matter hereunder shall only be valid if in writing and shall be limited to the subject of the consent or approval requested by Tenant. In any request for consent or approval, Tenant shall indicate the requested time period for review, recognizing that Landlord's internal processes and procedures may require a longer review and approval time; provided that Landlord shall use all commercially reasonable efforts to provide any requested estoppel certificate or SNDA required to be executed by Landlord within ten (10) Business Days following receipt of written request. Unless otherwise expressly provided under this Amended Lease, no delay or failure by Landlord to respond within a time period for review shall be deemed approval of, or consent to a request by Tenant or subject to Landlord to any liability.

Section 35.3 Board Consent to Lending Documents. Board shall have the right to review and approve all agreements between tenant and any lease-hold mortgagee, which said approval shall not be unreasonably withheld. Tenant acknowledges that any lease-hold mortgage must require that Landlord and Board receive notification of any breach or default by the Tenant of the terms and conditions of such said lease-hold mortgage.

ARTICLE 36. OFAC

Without limiting the general requirements under this Amended Lease for the Parties to comply with applicable Laws, to the extent applicable to each Party and/or its operations, each Party shall comply with (i) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (ii) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (iii) the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (iv) the September 24, 2001 Executive Order Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and (v) Laws having similar subject matter or purposes.

ARTICLE 37. RIGHTS OF WAY AND LICENSES

Tenant shall deliver written requests to Landlord and provide sufficient advance notice of the nature, scope and duration of any utility rights of way, easements and licenses required in connection with the construction, occupancy, use, operation, maintenance, repair, rehabilitation, renovation and alteration of the Project. All such utility rights of way and licenses granted by the Board shall be non-exclusive. Landlord, at Tenant's sole cost and expense, shall coordinate with the Board and provide documents in forms acceptable to the Board. Landlord shall cooperate in obtaining and providing any requested rights of way, easement and/or license, provided that each such right of way, easement or license shall (a) not materially impair the value, functionality, utility, integrity, safety or remaining useful life of any building, improvement, installation or infrastructure on or serving the Campus, any portion thereof, any improvements, buildings, structures, installations, works or systems thereon, the Property or the Project or materially increase the costs to operate, insure, maintain, repair, replace and renovate any of the foregoing; (b) be reasonably necessary in connection with the construction, occupancy, operation, maintenance, repair, rehabilitation or use of the Project; (c) not cause any part of the Campus, the Property, or the Project to fail to comply with the requirements of applicable Laws, Governmental Authorizations, the Amended Lease, or College Standards; and (d) be permitted by and subject to all recorded easements and other restrictions, encumbrances and agreements affecting the Property. No such right of way, easement or license granted to Tenant hereunder shall extend beyond the Term of this Amended Lease.

ARTICLE 38. REPRESENTATIONS AND WARRANTIES

Section 38.1 Tenant. Tenant represents and warrants to and agrees with Landlord that, as of the date of execution of this Amended Lease:

(a) No Conflict. The execution and delivery of this Amended Lease, the performance of the covenants, conditions and obligations herein and compliance with the terms of this Amended Lease will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms, conditions or provisions of, or constitute a breach or default under, any indenture, deed of trust, mortgage, loan agreement, or other document, or instrument or agreement, oral or written, to which Tenant is a party or by which Tenant or its property or assets is bound, or any applicable Law or requirement of any Governmental Authority, or any judgment, order or decree of any court having jurisdiction over Tenant.

(b) Due Formation. Tenant is a limited liability company or corporation duly formed under the laws of the State of Florida and existing in good standing under the laws of the State of Florida. All requisite action has been taken by Tenant in connection with entering into this Amended Lease. No consent, approval or waiver of any partner, member, manager, director, shareholder, beneficiary, creditor, investor, Governmental Authority or other person is required in connection herewith which has not been obtained.

(c) Authority. Tenant has full right, power and authority to enter into this Amended Lease and to carry out its obligations hereunder. The individual(s) executing this Amended Lease and the instruments referenced herein on behalf of Tenant have the legal right, power and actual authority to act on behalf of Tenant, execute and deliver this Amended Lease for and on behalf of and to bind Tenant to the terms hereof and thereof. This Amended Lease is and all other documents and instruments to be executed and delivered by Tenant in connection with this Amended Lease shall be duly authorized, executed and delivered by Tenant and shall be valid, binding and enforceable obligations of Tenant.

(d) Existing Exclusive Agreements of Landlord. Tenant shall not enter into any contracts or arrangements which would place Landlord in violation of any of Landlord's Exclusive Agreements for the sales and delivery of goods and services on the Campus .

Section 38.2 Landlord. Landlord represents and warrants to and agrees with Tenant that, as of the date of execution of this Amended Lease and as of Financial Closing:

(a) No Conflict. The execution and delivery of this Amended Lease, the performance of the covenants, conditions and obligations herein and compliance with the terms of this Amended Lease will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms, conditions or provisions of, or constitute a breach or default under, any indenture, deed of trust, mortgage, loan agreement, or other document, or instrument or agreement, oral or written, to which Landlord is a party or by which Landlord or its property or assets is bound, or any applicable Law or requirement of any Governmental Authority, or any judgment, order or decree of any court having jurisdiction over Landlord

(b) Due Formation. All requisite action has been taken by Landlord in connection with entering into this Amended Lease. No consent, approval or waiver of any officer, director, employee, trustee, member of the board of governors, beneficiary, creditor, investor, Governmental Authority or other person is required in connection herewith which has not been obtained.

(c) Authority. Landlord has full right, power and authority to enter into this Amended Lease and to carry out its obligations hereunder. The individual executing this Amended Lease and the instruments referenced herein on behalf of Landlord has the legal right, power and actual authority to act on behalf of Landlord, execute and deliver this Amended Lease for and on behalf of and to bind Landlord to the terms hereof and thereof. This Amended Lease is and all other documents and instruments to be executed and delivered by Landlord in connection with this Amended Lease shall be duly authorized, executed and delivered by Landlord and shall be valid, binding and enforceable obligations of Landlord.

ARTICLE 39. MISCELLANEOUS

Section 39.1 Entire Agreement. This Amended Lease and all exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties in connection the subject matter hereof, and sets forth the agreement between the Parties with respect to the Project. This Amended Lease is the product of negotiation and neither Party shall be burdened by any presumption in the interpretation or construction of this Amended Lease as a result of its involvement in drafting text hereof.

Section 39.2 Amendments. Except as otherwise provided herein, no amendment, modification, change or addition to this Amended Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by authorized representatives of the Parties. Each Party to this Amended Lease agrees that the other Party and its officers, employees, representatives, advisors and agents have made no representations, warranties or promises, express or implied, with respect to this Amended Lease, the Property, the Campus or the Project except as expressly set forth in this Amended Lease.

Section 39.3 Severability. The provisions of this Amended Lease are severable, and if any term, condition or provision, or any portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, any remaining portions of that term, condition or provision, and all other terms, conditions or provisions of this Amended Lease, shall remain valid and

enforceable to the fullest extent permitted by law and equity in order to give effect to the Parties' intentions under this Amended Lease.

Section 39.4 Compliance.

(a) Tenant shall comply, at its sole cost and expense, with this Amended Lease. Responsibility for compliance requirements, the design and construction of the Project, operation of the Project and performance of Tenant Services rests exclusively with Tenant, and Tenant shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to Tenant's design, and construction of the Project, the performance of Tenant Asset Management Services and use, occupancy, maintenance, operation, repair, rehabilitation, renovation or alteration of the Project. Tenant shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost, expense or liability to Landlord, the validity or application of any law, ordinance, order, rule, regulation, or requirement. Landlord shall not be required to join in or assist Tenant in any such proceedings, but shall not oppose Tenant in any such proceedings.

(b) Tenant agrees for itself and for its members, managers, employees, contractors, agents, invitees, licensees, guests and/or any other representatives (collectively referred to in this Article 39 as "**Tenant's Related Parties**") to comply with, and Tenant shall use all reasonable efforts to cause Tenant's Related Parties to comply with, all regulations, policies, procedures, and guidelines, as may be now or hereinafter adopted or amended, which are applicable to the Campus generally and Tenant's use and operations thereunder, on a non-discriminatory and reasonable manner, which includes those implemented by the College.

Section 39.5 Remedies. The specified remedies available to Landlord in this Amended Lease are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Amended Lease or the other Project Agreements; provided, that Landlord shall not be permitted to terminate this Amended Lease or obtain possession of the Project other than as expressly permitted in herein. The failure of Landlord to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Amended Lease shall not be construed as a waiver or a relinquishment of Landlord's right to the future performance of any such terms, covenants, or conditions, but the obligations of Tenant with respect to such future performance shall continue in full force and effect. No waiver by Landlord of any provisions of this Amended Lease or the other Project Agreements shall be deemed to have been made unless expressed in a writing signed by an authorized representative of Landlord.

Section 39.6 Recitals. Each of the recitals to this Amended Lease is true and correct in all respects and is hereby incorporated into this Amended Lease for all purposes.

Section 39.7 Headings. The section and paragraph headings used herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Amended Lease or in any way affect this Amended Lease.

Section 39.8 Waiver of Landlord's Lien. Except as set forth herein and subject to Landlord's Buyout Option and interest in the Project and fixtures, furniture and equipment in the Project, Landlord hereby expressly waives and releases any and all contractual liens and security interests or constitutional and/or statutory liens and security interests arising by operation of law to which Landlord might now or hereafter be entitled as a landlord on the Personalty or any other personal property of Tenant which Tenant now or hereafter places in or upon the Property (except for judgment liens that may arise in favor of Landlord). The waiver and release contained herein shall not waive, release or otherwise affect any

unsecured claim Landlord may have against Tenant or affect Landlord's rights, interests and remedies under this Amended Lease.

Section 39.9 Time of Essence. Time is of the essence with regard to the obligations of the Tenant under the Pre-Development Agreement and herein.

Section 39.10 No Merger of Title. There shall be no merger of this Amended Lease or of the Leasehold estate created by this Amended Lease by reason of the fact that the same person, firm or corporation or other entity may acquire or own or hold directly or indirectly (a) this Amended Lease or the Leasehold estate created by this Amended Lease or any interest in this Amended Lease or in any such Leasehold estate; and (b) the fee estate in the Property or any part thereof or any interest in such fee estate, and no such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (i) this Amended Lease or the Leasehold estate created by this Amended Lease; and (ii) the fee estate in the Property or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

Section 39.11 No Third Party Beneficiary. Except as otherwise expressly set forth in this Amended Lease, the Parties agree that no individual and/or entity is intended to have, nor shall any individual and/or entity be deemed to have, any rights, benefits, privileges, causes of action, rights of action or remedies as a third party beneficiary to or under this Amended Lease or otherwise.

Section 39.12 Anti-Bribery Provision. Each of Landlord and Tenant represents and warrants to and agrees with the other Party that it: (a) will comply with all anti-bribery and anti-corruption laws applicable to its business and operations; (b) has not and will not offer, promise, give or authorize the payment of anything of value (including cash or cash equivalents, gifts, travel and entertainment, stock or offers of employment), directly or indirectly, to any Government Official or others in a position of authority with a Governmental Authority with the intention of inducing any such person to engage in improper or unlawful conduct or to secure an improper business advantage; (c) has not and will not make facilitation payments or "grease payments" to Government Officials or others in a position of authority with a Governmental Authority to expedite routine non-discretionary government or lawful actions; and (d) has not and will not offer, promise, give, request, receive or accept anything of value, directly or indirectly, to or from any person for the purpose of influencing, inducing or rewarding the improper performance of an act or decision. A "**Government Official**" means any (i) officer or employee of a Governmental Authority; (ii) officer or employee of a public international organization; (iii) political party or party official; (iv) candidate for political office; or (v) other person acting in an official capacity. Landlord and Tenant agree that failure to comply with this Section 39.12 will constitute a material breach of this Amended Lease.

Section 39.13 No Option. The submission of this Amended Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in any Party. This Amended Lease becomes effective only upon execution and delivery thereof by Landlord and Tenant and receipt of the Board's consent.

Section 39.14 Survival. Tenant's obligations, covenants and agreements which by their nature should survive the expiration or earlier termination of this Amended Lease and other provisions of this Amended Lease, including with respect to accrued obligations and liabilities of Tenant hereunder, and provisions which this Amended Lease expressly states will survive, will remain in full force and effect following the early termination or expiration of this Amended Lease.

Section 39.15 No Guarantees. Tenant acknowledges that it has conducted due diligence with respect to the costs, risks and uncertainties of developing, constructing, operating and maintaining the

Project and evaluated the demand for, and the financial prospects of the Project utilizing its personnel, advisors, contractors, resources, experience and expertise and without reliance on any statement, description or analysis made or information, document or data furnished by Landlord or its officials, employees, representatives, agents, contractors, consultants and advisors. Tenant acknowledges and agrees that Landlord does not and will not guarantee or otherwise support or backstop in any way any obligations incurred by Tenant in the performance of its obligations, covenants and agreements under this Amended Lease, or other contract or agreement relating to the Project. Landlord makes no covenant, representation, warranty or other undertaking with respect to demand for the Project, the financial viability of the Project, future enrollment at the College, changes to Landlord's policies and requirements regarding eligibility for residency on campus and mandatory residency on campus, applications for units in the Project, priority of assignment or placement of students or other eligible residents in the Project, levels of occupancy of the Project, revenue of the Project, payment of rent by residents and tenants, the outcome of efforts related to enforcement of rental agreements, the nature, extent and success of efforts to market the Project, the conduct of residents or others at the Project, or the cost to design, construct, own, manage, and maintain the Project.

Section 39.16 Counterparts. This Amended Lease may be executed in multiple counterparts each of which shall be an original and all of which taken together shall constitute one and the same instrument.

Section 39.17 Future Development. Landlord agrees not to add additional beds on Campus for a period of five (5) years following Substantial Completion of the Project. In the event Landlord shall determine to construct, acquire, or lease, to permit an entity to construct, acquire, or lease, or to enter into any agreement with an entity that constructs, acquires, or leases (whether acting for itself or through an agency or entity affiliated with or hired by Landlord), additional new student housing facilities on Campus that increases the bed capacity of housing facilities on the Campus ("*Additional New Beds*") and Tenant is then operating the Project in accordance with the provisions of this Amended Lease and no Event of Default has occurred and is continuing hereunder or under this Amended Lease, and has remaining obligations under the Finance Documents, Landlord agrees that such Additional New Beds shall be undertaken only if the construction of the Additional New Beds is supported by a demand study from an independent consultant completed not more than two (2) years prior to the projected commencement of construction concluding that sufficient demand exists for the additional number of beds to be constructed so as not to have a material adverse effect on the Project during the two Annual Periods immediately following the Annual Period in which the Additional New Beds are placed in service.

Section 39.18 Sovereign Immunity This Amended Lease does not affect the rights, privileges, immunities, exemptions, limitations of liability and defenses of Landlord or the Board under Florida Statute Section 768.28 and other applicable Laws of the State of Florida. Nothing in this Amended Lease shall be deemed to affect the rights, privileges, benefits, immunities, exemptions and defenses afforded the Board or Landlord by law. No term, condition or provision of this Amended Lease shall be construed as consent by Landlord or the Board to be sued by third parties in any manner based upon, arising out of or relating to this Amended Lease.

Section 39.19 No Pledge. Tenant acknowledges and agrees that it has no right, power or authority under this Amended Lease, any Binding Agreement or otherwise to pledge the credit of the Landlord, the Board, the State of Florida or any subdivision or agency thereof or other Governmental Authority, or to obligate the Landlord, the Board, the State of Florida or any subdivision or agency thereof or any other Governmental Authority as a guarantor, indemnitor, surety or insurer of the Tenant's under this Amended Lease, any Binding Agreement or other agreement in any way arising out of, relating to or in connection with the Property or the Project. Tenant further acknowledges and agrees that this Amended

Lease and the Binding Agreements do not constitute a pledge or the credit of the Landlord, the Board, the State of Florida or any subdivision or agency thereof or of any other Governmental Authority.

[Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals as of the day and year first above written.

WITNESSES:

LANDLORD:

**ST. JOHNS RIVER COLLEGE STUDENT
HOUSING CORPORATION**

Signature of First Witness

Printed Name: _____

By: _____
Name: Wendell Davis
Title: Chairman
Date Signed: _____, 2024

Signature of Second Witness

Printed Name: _____

STATE OF FLORIDA)
) ss:
PUTNAM COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by _____ who acknowledged that he is the President of St. Johns River State College Student Housing Corporation, and that for and on behalf of St. Johns River State College Student Housing Corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said St. Johns River State College Student Housing Corporation so to do, said person [] being personally known to me or [] having produced _____ as identification.

Notary Public
My commission expires:

WITNESSES:

TENANT:

VikingArt, Inc. or Assigns

Signature of First Witness

Printed Name: _____

Signature of Second Witness

Printed Name: _____

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF [_____])
) ss:
COUNTY OF [_____])

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ____ 2024, within my jurisdiction, the within named, _____, who acknowledged that she/he is the _____ of _____ and that for and on behalf of _____ and as its act and deed, she/he executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do, said person ☐ being personally known to me or ☐ having produced _____ as identification.

Notary Stamp:

Signature of Notary Public

Printed Name: _____

Commission Expires: _____

EXHIBIT A

Legal Description of Property

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E, 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING , RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

EXHIBIT B

Ground Lease

AMENDMENT #1 TO GROUND LEASE AGREEMENT

THIS AMENDMENT #1 TO GROUND LEASE AGREEMENT (herein called the "Amended Ground Lease") is made and entered into this 21st day of August, 2024 (the "Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Lessor"), acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE** (the "College"), and **ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION**, a Florida not for profit corporation having its principal place of business at 5001 St. Johns Avenue, Palatka, Florida 32177 (the "Corporation" or "Lessee").

WHEREAS, the Lessor has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Lessor has determined that it is in the best interests of the College to enter into this Amended Ground Lease; and

WHEREAS, the Lessor, as ground lessor, will lease the Leased Premises (defined below) to the Corporation, as ground lessee, for the purpose of permitting the Corporation and a third party developer to design, build, finance, operate and maintain a student residence facility containing approximately 182 beds and related amenities and ancillary facilities for the sole and exclusive use of students attending the College, including the Florida School of the Arts (the "Project"); and

WHEREAS, it is the intent of the parties hereto to permit the further sublease of the Leased Premises by the Corporation to an affiliate of VikingArt, Inc. or Assigns (the "Sublessee") for the purpose of undertaking the Project on terms acceptable to the Lessor; and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Amended Ground Lease:

Section 1. Leased Premises. Lessor hereby leases to Lessee that certain unimproved real property lying in the City of Palatka, Florida, all as more particularly described in Exhibit "A" Parcel A attached hereto and made a part hereof by reference (the same constituting the "Leased Premises").

Section 2. Term. The term of this Amended Ground Lease shall commence on the Effective Date and terminate on June 30, 2065.

Section 3. Use of Leased Premises.

(a) **Student Housing.** The Leased Premises shall be used by Lessee solely for the purpose of constructing the Project to be operated and managed by Sublessee or Lessee's designee at the

direction of Lessor and for no other purpose whatsoever. The Project shall further consist of such other support facilities, necessities and amenities related to such Project.

(b) Compliance with Rules and Regulations. Lessee shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to the construction and operation activities in, and use of, the Leased Premises or the Project.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties hereto that no part of the Leased Premises may be used for construction or operation of any commercial facilities whatsoever, provided that concessions, franchises, coin operated equipment and machines of a similar nature, to provide services such as food, beverage, laundry, telecommunication or other services that are installed and maintained for the convenience of users of the Project shall not be considered commercial facilities for purposes of this section.

Section 4. Rental. Throughout the term of this Amended Ground Lease, Lessee covenants and agrees to pay to Lessor, as base rent, an amount equal \$1.00 per annum as additional consideration for the Amended Lease.

Section 5. Ownership of Improvements and Surrender of Leased Premises.

(a) Ownership. Lessee shall at all times during the term of this Amended Ground Lease have title to all improvements made to the Leased Premises by Lessee and shall own all personal property acquired by the Lessee and placed on the Leased Premises during the term of this Amended Ground Lease. Upon the termination of this Amended Ground Lease with respect to any portion of the Leased Premises (whether by expiration of the term hereof or prior termination for any cause set forth herein) title to all improvements and ownership of all personal property on that portion of the Leased Premises shall thereupon vest in Lessor or its successor in interest. Lessee shall, nonetheless, thereafter execute and deliver to Lessor such evidence of title as Lessor may reasonably request.

(b) Surrender of Leased Premises. Lessee shall, on or before the last day of the term hereof or upon the sooner termination hereof for any cause set forth herein with respect to any portion of the Leased Premises, peaceably and quietly surrender to Lessor the Leased Premises together with all improvements and all furniture, furnishings, and equipment (except for any commercial or other equipment not owned by Lessee) located in or upon that portion of the Leased Premises, free and clear of any liens and encumbrances other than permitted encumbrances.

(c) Lessee's Obligations. Contemporaneously with the expiration of the term hereof or sooner termination of this Amended Ground Lease for any cause set forth herein with respect to any portion of the Leased Premises, Lessee shall immediately execute and/or deliver to Lessor the following (but nothing contained herein shall in any way limit or impair the rights of Lessor in the event of a default by Lessee):

1. Such documents of title and other instruments as Lessor may request to enable Lessor's ownership of all improvements and all furniture, furnishings and equipment located on that portion of the Leased Premises to be reflected of record; and
2. All books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for the operation of, the Project constructed on that portion of the Leased Premises.

(d) Abandonment. Any personal property of Lessee or any sublessee or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Amended Ground Lease and for thirty (30) days after request by Lessor for removal, shall, at the option of Lessor, be deemed to have been abandoned and may be retained by Lessor as its property or be disposed of without accountability, in such manner as Lessor may see fit.

Section 6. Lessor's Interest Not Subject to Certain Liens.

- (a) It is mutually intended, stipulated and agreed that the Lessor's fee simple interest in the Leased Premises shall not be subjected to liens of any nature arising by reason of the construction of improvements upon the Leased Premises or by reason of any other act or omission of Lessee or any person claiming under, by or through Lessee, including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Lessee are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Lessee and are constructed for Lessee's use and benefit, and that they should not look to Lessor or to Lessor's credit or assets for payment or satisfaction of any obligations incurred therefore. Lessee has no power, right or authority to subject Lessor's fee simple interest in the Leased Premises to any mechanics' or materialmen's lien or claim of lien. Each of the parties hereto agree that a memorandum of this Amended Ground Lease and any supplements hereto will be recorded in the property records of Putnam County, Florida.
- (b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or the Project resulting from or arising out of any act or omission of Lessee or any person claiming under, by or through Lessee, Lessee shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Lessee shall thereupon furnish Lessor with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Putnam County, Florida.
- (c) Should Lessee desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Lessee from doing so, provided that Lessee shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Project from such lien. If judgment is obtained by the claimant of any lien, Lessee agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Lessee shall, at its own expense, defend the interests of Lessee and Lessor

in any and all such suits. Lessor may, at its own expense, engage its own counsel and assert its own defenses, in which event Lessee agrees to cooperate with Lessor and make available to Lessor all information and data deemed by Lessor to be necessary or desirable for such defense.

Section 7. Insurance.

Lessor shall obtain and maintain, at Lessee's expense, such insurance coverages and limits as agreed to in writing by both Lessor and Lessee.

Section 8. Condition of Leased Premises - Fill, Utilities.

(a) Lessee agrees to accept the Leased Premises in their presently existing condition, "as is."

(b) It is understood and agreed that Lessor has not determined that the Leased Premises will safely or adequately support the type of improvements desired to be erected and maintained by Lessee upon the Leased Premises.

(c) Lessor, at its sole expense, shall bring or cause to be brought to the Leased Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. Lessee shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by Lessor. Lessor agrees to grant such utility companies' rights of access over, under and across the remaining property of Lessor as shall be necessary and convenient for the efficient operation of the housing system facilities, and which do not materially impair the present and future uses of the remaining property of Lessor. Any construction or extension of facilities shall be subject to prior written approval of Lessor, and shall be made without cost to Lessor.

(d) Lessee shall at all times prevent entrance of objectionable quantities of deleterious wastes into Lessor's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(e) Drains or other facilities provided by Lessee for the purpose of disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.

Section 9. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Amended Ground Lease shall be, or be construed to be, a pledge of the credit of the State of Florida or any agency, department or board thereof.

Section 10. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Lessee shall not have the right to assign this Amended Ground Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises without the prior written consent of Lessor. Any assignment of this Amended Ground Lease or subletting of all or any portion of the Leased Premises shall be subject to Lessor's prior written consent, which consent Lessor shall not unreasonably withhold. Except as expressly permitted herein, any purported assignment, partial assignment or sublease without Lessor's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this Amended Ground Lease.

(b) It is expressly understood and agreed that any such assignment, sublease, sale or transfer shall not relieve Lessee of any of its responsibilities and obligations under this Amended Ground Lease and that any and all assignees, sublessees or transferees shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Amended Ground Lease except that Lessee shall be relieved from any and all obligations hereunder if Lessee shall sell or assign all of its interest in the Leased Premises with Lessor's prior written consent.

Section 11. Utility Easements. Lessor reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Premises; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Lessee.

Section 12. Approval of Height of Structures. Lessee shall, with the cooperation of Lessor but at Lessee's sole expense, secure any required approvals as to the height of any buildings, structures or objects proposed to be erected upon the Leased Premises from all governmental agencies having jurisdiction.

Section 13. Indemnification of Lessor. Lessee shall defend, protect, save, hold harmless and indemnify Lessor and its officers, directors, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any acts or omissions of Lessee, its employees, servants or agents except where such are caused by the tortious, unlawful or negligent conduct of those indemnified hereunder.

Section 14. Taxes and Fees.

(a) Lessee agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises.

(b) It is understood that Lessor is exempt from ad valorem taxation with respect to its facilities that are used for its purposes. However, should the Leased Premises or any interest therein or improvement (including the Project) thereon ever become subject to any taxes of any kind, Lessee agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the

Leased Premises, or any interest in this Amended Ground Lease, or any possessory right which Lessee may have in or to the Leased Premises or the Project thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Lessor may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Lessor's attorney, subject any part of the Leased Premises or the Project to forfeiture or loss, in which event such taxes, assessments or charges shall be paid promptly. Lessee shall, upon request by Lessor, assist and cooperate with Lessor in any such proceedings and Lessee shall bear any costs or expenses of Lessee in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Lessee from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 15. Default by Lessee.

(a) Each of the following events shall be deemed a default by Lessee hereunder and a breach of this Amended Ground Lease:

1. If Lessee shall fail to pay, when due, any rent or portion thereof, or any other sum which Lessee is obligated to pay under the terms of this Amended Ground Lease, and such sums remain unpaid for a period of thirty (30) days after receipt of written notice by Lessee from Lessor;
2. If Lessee shall attempt to assign this Amended Ground Lease, or any portion thereof, in violation of the terms of this Amended Ground Lease, or to sublease any portion of the Leased Premises in violation of Section 10 hereof;
3. If Lessee shall use the Leased Premises and/or the Project for any purposes not expressly permitted by this Amended Ground Lease, and such use shall continue for a period of fifteen (15) days after Lessor shall have given written notice to Lessee to desist from such use;
4. If Lessee shall abandon the Leased Premises and/or the Project;
5. If Lessee shall otherwise fail to comply with any other covenant or condition of this Amended Ground Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Lessee from Lessor.

(b) In the event that any of the items of default set forth in subparagraphs (a) 3. or (a) 5. above is of such nature that it cannot be remedied within the time limits therein set forth, then Lessee shall have such additional time as is reasonably necessary to cure such default, provided Lessee commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) Lessor will send to the Lender all notices of default it sends to Lessee at the same time it sends such notice to Lessee.

Section 16. Remedies of Lessor.

(a) Upon the occurrence of any event of default Lessor may then terminate this Amended Ground Lease by written notice to Lessee and re-enter upon and take possession of the Leased Premises and the Project. In the event Lessor elects to avail itself of the rights and remedies contained in this Section, then such election by Lessor shall entitle Lessor to assume all of Lessee's right, title and interest in and to the Project, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon all subject to the interests of the Sublessee under its sublease, and Lessee shall surrender and deliver possession of the same to Lessor. In addition to the foregoing remedy, Lessor shall be entitled to collect from Lessee any and all costs, including reasonable attorney's fees, which Lessor may incur by reason of Lessee's default hereunder. All of Lessor's rights and remedies shall be subject to Sublessee's rights and interests under the terms of its sublease.

(b) In no event shall the Lessor terminate this Amended Ground Lease prior to the payment in full of the indebtedness of Sublessee under its sublease with Lessee without the prior written consent of the Sublessee's lender.

Section 17. Waivers. No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Amended Ground Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Lessor shall be required to restore or revive time as being of the essence hereof after waiver by Lessor of default in one or more instances. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Lessor by this Amended Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 18. Waiver of Claims. Lessee hereby waives any claim against Lessor and all of its officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Amended Ground Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Amended Ground Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this Amended Ground Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties and the Lender. Lessor hereby represents and warrants that Lessor is duly authorized to enter into this Amended Ground Lease.

Section 19. Quiet Enjoyment. Lessor agrees that Lessee, upon the payment of the rent and all other payments and charges to be paid by Lessee under the terms of this Amended Ground Lease, and observing and keeping the agreements and covenants of this Amended Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Amended Ground Lease, without hindrance or molestation.

Section 20. Terms Binding Upon Successors. All the terms, conditions and covenants of this Amended Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 21. Condemnation.

(a) In the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Amended Ground Lease acquire title to the Leased Premises (which for the purpose of this Section only shall include not only the land hereby demised but also the Project and other improvements erected thereon by Lessee) or acquire title to such substantial portion thereof that Lessee cannot make use of the residue for the purposes intended by this Amended Ground Lease, such acquisition of title shall terminate this Amended Ground Lease, effective as of the date on which the condemning party takes possession thereof. Lessor and Lessee shall be entitled to separate awards with Lessor entitled to the value of the land taken and all damages to the remainder property, including, without limitation, severance damages, and Lessee entitled to the cost of the improvements taken and any damages relating thereto.

(b) If the condemning party acquires title to a portion of the Leased Premises only, and Lessee can make beneficial use of the residue thereof for the purposes intended by this Amended Ground Lease, then this Amended Ground Lease shall continue in full force and effect and the total proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair or restoration of the housing system facilities by Lessee in accordance with plans and specifications approved by Lessor. Any remaining balance of the condemnation proceeds shall be for the benefit of Lessor.

(c) It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Lessor or Lessee to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 22. Estoppel Certificates. Lessor, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Lessee, will execute, acknowledge and deliver to Lessee or to whomsoever Lessee may direct or to the Lender on the request of the Lender, a certificate of Lessor certifying that this Amended Ground Lease is unmodified (or, if there have been any modifications, identifying the same); that this Amended Ground Lease is in full force and effect; and that there is no default hereunder (or, if so, specifying the default).

Section 23. Miscellaneous.

(a) Laws of Florida Govern. This Amended Lease shall be governed by and be construed in accordance with the laws of the State of Florida without regard to conflict of laws principles.

(b) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their respective performances called for under this Amended Ground Lease which is caused by acts of God, war, national emergency, labor strike, shortages of material, or governmental regulations or control.

(c) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lessor:

The District Board of Trustees of St. Johns River State College

5001 St. Johns Avenue

Palatka, Florida 32177

Attention: Office of the President

If to Lessee:

St. Johns River State College Student Housing Corporation

5001 St. Johns Avenue, M8-314B

Palatka, Florida 32177

Attention: Chairperson

In either case, with a copy to the Lender:

Barwick Banking Company

110 Plantation Island Drive South

St. Augustine, FL 32080

or such other address as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed served, made and effective seventy-two (72) hours after posting.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Amended Ground Lease, any supplements hereto and the exhibits to this Amended

Ground Lease contain the entire agreement between Lessor and Lessee with respect to the subject matter of this Amended Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Lessee, as a material part of the consideration hereof, hereby waives all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Amended Ground Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Lessor and Lessee.

(f) Captions. The captions of this Amended Ground Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this Amended Ground Lease.

(g) Further Assurances. At and after the execution of this Amended Ground Lease, Lessor and Lessee will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this Amended Ground Lease.

(h) Exculpation / Non-Recourse. Lessee's obligations hereunder and/or under any other document, including, but not limited to, Lessee's obligation under Section 13 hereof, shall be non-recourse and collectible out of, and only out of, the Lessee's interest in the Leased Premises and there shall be no other recourse to the Lessee.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amended Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

LESSOR:

THE DISTRICT BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE, acting for and on behalf of **ST. JOHNS RIVER STATE COLLEGE**

By:_____

Print Name: Rich Komando

Its: Chair

WITNESSES AS TO LESSOR:

Print Name:_____

Print Name:_____

LESSEE:

ST. JOHNS RIVER STATE COLLEGE STUDENT HOUSING CORPORATION

By:_____

Print Name: Joe H. Pickens

Its:

WITNESSES AS TO LESSEE:

Print Name:_____

Print Name:_____

EXHIBIT "A" (to Amended Ground Lease)

DESCRIPTION OF THE LEASED PREMISES

LEGAL DESCRIPTION

Parent Parcel: 10-10-26-0000-0010-0000

Parent OR Book-247, Pg-628

Parcel A

LEASE PARCEL

A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1041.13 FEET; THENCE S89°14'25"W, 522.06 FEET A POINT ON A LINE LYING 1.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 1.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING, RUN THE FOLLOWING THIRTY-SIX (36) COURSES AND DISTANCES:

(1) S00°00'00"E, 28.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, , 138.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 22.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 19.47 FEET; (8) S45°00'00"E, 2.71 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 17.33 FEET;(12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 2.71 FEET; (15) N90°00'00"W, 18.43 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 24.52 FEET; (18) N00°00'00"E, 8.10 FEET; (19) N90°00'00"W, 137.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 24.97 FEET; (22) N00°00'00"E, 16.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.58 FEET; (27) S89°51'13"E, 27.82 FEET; (28) S45°00'00"E, 22.30 FEET; (29) N45°00'00"E; 22.67 FEET; (30) N45°00'00"W, 18.89 FEET; (31) N00°02'29"E, 16.90 FEET; (32) N90°00'00"E, 8.08 FEET; (33) N00°00'00"E, 143.50 FEET; (34) N90°00'00"E, 47.11 FEET; (35) N00°00'00"E, 10.17 FEET; (36) N90°00'00"E, 16.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.55 ACRES, MORE OR LESS.

Together with Easement Parcel, as more particularly described on the next page:

EASEMENT PARCEL

A TEN-FOOT-WIDE EASEMENT, LYING IN AND BEING A PORTION OF THE NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUTNAM COUNTY, FLORIDA, LYING 10.0 FEET RIGHT OF, WHEN MEASURED AT RIGHT ANGLES AND PERPENDICULAR THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST; THENCE S00°45'35"E, ALONG THE EAST LINE OF SAID NORTHEAST 1/ 4 OF SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST 177.07 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE; THENCE S89°14'25"W , ALONG LAST SAID LINE, 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTH MOODY ROAD; THENCE S00°45'35"E, 1032.25' FEET; THENCE S89°14'25"W, 512.95 FEET TO A POINT ON A LINE LYING 10.00 FEET OUTSIDE THE FACE OF A PROPOSED BUILDING AND THE POINT OF BEGINNING: THENCE ALONG AND AROUND SAID LINE LYING 10.00 FEET OUTSIDE THE FACE OF SAID PROPOSED BUILDING , RUN THE FOLLOWING THIRTY-FOUR (34) COURSES AND DISTANCES:

(1) S00°00'00"E, 46.05 FEET; (2) N90°00'00"W, 8.08 FEET; (3) S00°00'00"E, 120.44 FEET; (4) N90°00'00"E, 8.15 FEET; (5) S00°00'00"E, 40.51 FEET; (6) N90°00'00"W, 15.81 FEET; (7) S00°00'00"E, 6.74 FEET; (8) S45°00'00"E, 7.98 FEET; (9) S45°00'00"W, 15.30 FEET; (10) S45°00'03"E, 29.39 FEET; (11) S45°00'00"W, 35.33 FEET; (12) N45°00'03"W, 29.39 FEET; (13) S45°00'00"W, 15.30 FEET; (14) N45°00'00"W, 7.98 FEET; (15) N90°00'00"W, 5.70 FEET; (16) S00°00'00"E, 15.81 FEET; (17) N90°00'00"W, 42.52 FEET; (18) N00°00'00"E, 8.15 FEET; (19) N90°00'00"W, 119.47 FEET; (20) S00°00'00"E, 8.08 FEET; (21) N90°00'00"W, 42.97 FEET; (22) N00°00'00"E, 34.30 FEET; (23) N90°00'00"E, 7.08 FEET; (24) N00°00'00"E, 47.11 FEET; (25) N90°00'00"E, 130.17 FEET; (26) N00°00'00"E, 10.61 FEET; (27) S89°51'13"E, 40.97 FEET; (28) N90°00'00"E, 5.31 FEET; (29) N00°00'00"E, 30.52 FEET; (30) N90°00'00"E, 8.08 FEET; (31) N00°00'00"E, 143.50 FEET; (32) N90°00'00"E, 47.11 FEET; (33) N00°00'00"E, 10.17 FEET; (34) N90°00'00"E, 34.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

EXHIBIT C-1

Construction Period Insurance

Tenant agrees to furnish a current Certificate(s) of Insurance to Landlord as evidence that the following coverages remain in effect:

- **Builders Risk Insurance.** Tenant shall obtain and maintain builder's risk insurance on a completed value form, at replacement cost, covering the full value of the construction being performed, including where applicable, the existing structure. Such policy shall be written on an all-risk coverage form including flood and windstorm coverage, only containing exclusions acceptable to Landlord in writing, and shall include coverage for reasonable compensation for professional services and expenses required as a result of such insured loss. This insurance shall insure the interests of Tenant, subcontractors, and sub-subcontractors in the work. Property covered by the insurance shall include temporary buildings or structures at the Project site and portions of the work, materials, and equipment stored offsite or in transit. The Landlord and BTITF shall be named as "Additional Insureds", and the policy shall include a waiver of subrogation endorsement.
- **Worker's Compensation and Employer's Liability Insurance.** Worker's Compensation insurance shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for contractor or any subcontractor. Tenant and its insurance carrier waive all subrogation rights against Landlord.
- **Public Liability Insurance.** Comprehensive general liability (broad form) including Property-operations, products/completed operations, contractual liability, and explosion, collapse and underground (XCU) coverages. The limits of liability must be at least \$1,000,000 each occurrence, \$5,000,000.00 annual aggregate combined single limits for bodily injury and property damage liability. The limit may include umbrella or excess liability insurance. The Landlord and the Board shall be named as "Additional Insureds." Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officials, and employees. Tenant's insurance shall protect from claims which may arise whether such claims may arise out of operations of the Tenant or by anyone directly or indirectly employed by Tenant.
- **Comprehensive Automobile Liability Insurance.** All owned, hired, leased or non-owned vehicles used on the construction project shall be covered. Policy limits shall be at least \$500,000 each occurrence, \$1,000,000 annual aggregate combined single limit for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance. Landlord and the Board shall be named as a "Additional Insureds."
- **Professional Liability Insurance.** All architects, engineers and consultants providing design services for the Project shall maintain professional liability insurance of \$1,000,000 per claim, \$5,000,000 aggregate, naming Tenant, Landlord and the Board as "Additional Insureds." This insurance shall be written on a claims-made form, and it shall continue for five (5) years following completion of the performance or the attempted performance of the provisions of the contract for construction.

All of the above policies shall be issued by insurance companies authorized to do business in the State of Florida and with general policy holder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available "Best's" insurance reports.

The above paragraphs establish minimum insurance requirements. It remains the responsibility of the Tenant and/or the contractor to secure and maintain any additional insurance that may be necessary in connection with the construction contract.

Tenant's procuring of insurance policies required hereunder shall not relieve Tenant of any obligation or liability assumed under this Amended Ground Lease, including indemnity obligations.

Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers.

EXHIBIT C-2
Operating Period Insurance

Tenant shall, after the Project is constructed, obtain and maintain at its expense, the following policies of insurance covering activities performed under and contractual obligations undertaken during the Lease Term. Insurance requirements established hereafter shall be increased by Tenant, if necessary, to meet any statutory insurance requirements which may be established by Florida Statutes, rules, or regulations.

- **Commercial Property Insurance:** Project and Improvements shall be insured against loss by fire, windstorm, lightning, vandalism, malicious mischief and other hazards customarily insured by extended coverage, all risk (now known as causes of loss-special form), for their full replacement value, which shall be adjusted from time to time to reflect current replacement value. Landlord shall be named as an Additional Insured as its interests may appear.
- **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation insured shall be obtained in accordance with Chapter 440 Florida Statutes with the prescribed limits of liability for all employees who will be working at the project site whether working for Landlord or any subcontractor.
- **Commercial General Liability Insurance:** Broad form comprehensive general liability insurance including Property-operations, products, completed operations and contractual liability, and explosion, collapse and underground (XCU) coverages. Limits of coverage shall be at least \$2,000,000.00 combined single limits for bodily injury and property damage liability, and \$5,000,000 excess umbrella coverage. Landlord shall be named as an "Additional Insured." Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officials, and employees. Tenant's insurance shall protect from claims which may arise whether such claims may arise out of operations of the Tenant or by anyone directly or indirectly employed by Tenant.
- **Comprehensive Automobile Liability Insurances:** All owned, hired, leased or non-owned vehicles used by the Tenant shall be covered. Policy limits shall be at least \$1,000,000 each occurrence combined single limit for bodily injury and property damage liability.

The above policies of insurance must be with insurance companies authorized to do business in the State of Florida and with general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best's" insurance reports and locally qualified to do business. Tenant shall furnish a current Certificate(s) of Insurance to the Landlord as evidence that the above required insurance coverages remain in effect. Executed copies of such policies of insurance shall be delivered to Landlord within ten (10) days after delivery of possession of the Property, and thereafter Tenant shall endeavor in good faith to deliver executed copies of renewal policies to Landlord within thirty (30) days prior to the expiration of the term of each existing policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

The policies of insurance described in Exhibit C-2 are minimum insurance requirements. It remains the responsibility of Tenant, each Contractor and each subcontractor to secure and maintain any additional

insurance policies that may be necessary or advisable in connection with the work related to the Project. The absence of a requirement herein for any type of insurance policy or insurance coverage, or for higher coverage limits shall not be construed as a waiver of Tenant's, Contractors' and all subcontractor's obligations to carry and maintain the types of insurances at limits that are appropriate to the liability exposure associated with design, equipping and operating the Project.

Tenant waives and shall cause insurers of each Contractor and subcontractors to waive all rights and claims against Landlord and the Board for all claims, losses or damages covered by such policies of insurance, and all rights of subrogation of its insurers.

Tenant hereby represents and warrants that Tenant's insurance policies and those of contractors and subcontractors shall be endorsed so that such waiver of subrogation shall not affect Tenant's rights to recover thereunder.