



# FLORIDA STATE UNIVERSITY

BOARD OF TRUSTEES

*Governance Committee*



# FLORIDA STATE UNIVERSITY

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Thursday, February 23, 2023

2:15 – 3:15 pm

Meeting Book



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES  
*Governance Committee*

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MEETING AGENDA

Thursday, February 23, 2023  
2:15 – 3:15 pm

Jim Moran Building  
111 S Monroe St  
Tallahassee, FL 32301  
Room 201

*The agenda will be followed in subsequent order and items may be heard earlier than the scheduled time.*

- I. Call to Order and Welcome**  
*Trustee Bob Sasser, Chair*
- II. Approval of Minutes**  
*November 17, 2022, Meeting Minutes*
- III. Action Items for Consideration of Recommendation to the Board of Trustees:**
  - a. The College School at FSU Panama City – Dean Randy Hanna  
**Action Item I:** Request for Approval: Charter by FSU to The Collegiate School  
**Action Item II:** Request for Approval: Lease for The Collegiate School
  - b. **Action Item III:** Request for Approval: Board Self Evaluation Instrument – Carolyn Egan
- IV. Informational Items and Standing Updates:**
  - a. Update on University Risk Management Committee’s First Meeting – Undra Baldwin
  - b. Reaccreditation Update – Dr. Ruth Storm
- V. Open Forum for Trustees**
- VI. Adjournment**



FLORIDA STATE UNIVERSITY  
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# MEETING MINUTES NOVEMBER 17, 2022

**FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES  
MEETING OF THE GOVERNANCE COMMITTEE  
THURSDAY, NOVEMBER 17, 2022, 2:15 PM  
STUDENT UNION, ROOM 2213**

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Attending Trustees: Bob Sasser, Peter Collins, John Thiel, Vivian de las Cuevas-Diaz  
Staff: Carolyn Egan, Angela Chong, Jennifer Buchanan, Ruth Storm, President Richard McCullough and other members of University staff

Committee Chair Sasser called the meeting to order at 2:22 p.m., noted that all members were present and confirmed that a quorum was present.

**1. Approval of August 24, 2022 Meeting Minutes**

The minutes from the August 24, 2022 Governance Committee meeting were approved as presented.

**2. Request for Approval of the President's 2022-2023 Goals (Action Item) -- Board Chair Collins**

Board Chair Collins indicated that President Richard McCullough had drafted goals for 2022-2023, which were distributed to the Committee members. Board Chair Collins noted that the President had modified a few goals from the previous year and one goal (related to being the most efficient university) was removed as being somewhat in conflict with others. The goals were reviewed and discussed. The Committee discussed revising the mechanism used last year for the President's evaluation, including how to improve the means for providing the President with meaningful feedback. President McCullough stated that he prefers comments to numerical scoring and would also find oral feedback helpful. The Committee will continue this discussion at the next Committee meeting. Board Chair Collins made a motion to approve the goals and recommend approval by the full Board and Trustee Thiel seconded. The motion passed unanimously.

**3. Board of Governor's Civil Discourse Initiative:**

**a. Student Affairs update – Angela Chong, Associate Vice President, Division of Student Affairs**

**b. Academic Affairs update – Dr. Jennifer Buchanan, Associate Vice President, Faculty Development and Advancement**

Carolyn Egan, Vice President for Legal Affairs and General Counsel, noted that at the September 2022 Board meeting, FSU's plan to respond to the Board of Governors' Civil Discourse Initiative was approved by the Board of Trustees. Updates were provided for informational purposes. The Office of Human Resources is in the process of reviewing its regulations and policies and will report at a future Committee meeting.

Angela Chong gave an update on the activities of Student Affairs. A copy of the Student Senate's Resolution endorsing the Board of Governors' Statement of Free Expression and the Civil Discourse Initiative was distributed. Student Affairs continues to review and update its regulations and policies, including FSU's Student Conduct Code, to ensure compliance with free speech and civil discourse. Those efforts over the years have resulted in a green light from the Foundation for Individual Rights in Education (FIRE) and a free speech ranking for FSU of 15 out of 203 institutions. Ms. Chong described the robust changes made to New Student Orientation and Pre-Orientation for Fall 2022 to emphasize civil discourse. Student Affairs' next step will be to comb

through all orientation content to ensure that civil discourse concepts are appropriately embedded. Ms. Chong stated that she would send the Committee members a link to the Pre-Orientation module.

Dr. Jennifer Buchanan gave an update on the activities of Faculty Development & Advancement related to civil discourse. She noted FSU's long-standing and comprehensive references to academic freedom and civil discourse in faculty documents such as the Faculty Handbook and Collective Bargaining Agreement. The Academic Honor Policy has recently been updated and approved by the Board, built on the idea of "responsible freedom." Nonetheless, a comprehensive review is underway to identify areas that could be modified to further emphasize civil discourse. New Faculty Orientation was mentioned as one such potential area. Dr. Buchanan indicated that the Faculty Senate was scheduled to take up the issue of endorsing the Board of Governors' Statement of Free Expression at its November 16, 2022 meeting, but the matter had to be postponed due to extensive discussion of other time-sensitive matters. The matter is scheduled to be taken up by the Faculty Senate at its November 30, 2022 meeting.

There was discussion about when a faculty member does not abide by the civil discourse principles. Ms. Egan stated that, while such incidents are uncommon, they do occasionally arise and are promptly handled by the University. President McCullough noted that he is keeping a close eye on the issue and any incidents will be addressed. It was also discussed that sometimes students are the ones shutting down unpopular speech. It was noted that harassment and discrimination are not protected speech and could be actionable under the Student Conduct Code or otherwise addressed via conflict resolution or coaching/education. During the discussion, the University's anonymous on-line reporting system at <https://report.fsu.edu> was emphasized as a tool for reporting any such allegations against a professor or student.

Ms. Egan concluded the update by indicating that FSU will be giving periodic updates to the Board of Governors regarding the University's progress.

#### **4. Reaccreditation update – Dr. Ruth Storm, Associate Provost**

Dr. Ruth Storm gave an update on the University's reaccreditation process with the Southern Association of College and Schools (SACS). University personnel are in the midst of writing the various pieces of the reaffirmation report, which is due in September 2023. By the end of the year, there will be solid drafts of nearly 124 standards. The report will be reviewed in November 2023. Site visits will occur in March 2024. Board members could be interviewed as part of a site visit. Dr. Storm introduced Dr. Sara Hamon, who will be assisting with the reaccreditation efforts. Dr. Storm also noted that the Board of Governors has approved five accreditors plus SACS. Two of the new ones appear to be a good fit and Dr. Storm is learning more about the potential options for the next accreditation cycle, in order to be in compliance with the legislation requiring institutions to pursue other accreditors.

#### **5. Risk Management update**

Committee Chair Sasser stated that FSU needs a centralized and overarching risk management process. He would like to see an audit plan tied to risk assessment. FSU's Chief Audit Officer is working on this issue as well. President McCullough stated that by the next Board meeting, he will have in place a University risk management committee that is operational.

#### **6. Adjournment**

The Committee adjourned at 3:32 p.m.



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# ACTION ITEM I

# **Developmental Research Charter School Agreement between Florida State University and the Florida State University Panama City Developmental Laboratory Charter School, Inc.**

This Charter agreement between the sponsoring entity, Florida State University Board of Trustees, acting for and on behalf of Florida State University (“FSU”), a university in the State of Florida University System, and the Florida State University Panama City Developmental Laboratory Charter School, Inc., a Florida not-for-profit corporation (“FSU PC Charter School, Inc.”) is entered into for the purposes of creating and maintaining a developmental research charter school (“DRCS”) pursuant to Sections 1002.32 and 1002.33, Florida Statutes. Pursuant to Section 1011.24, Florida Statutes, the DRCS is a special school district for the purposes therein set forth. Pursuant to Section 1002.33(5)(a)(2), Florida Statutes, FSU is issuing this charter to FSU PC Charter School, Inc. with the express intent of preserving rights and obligations reserved for the DRCS in all applicable statutes. FSU shall support the DRCS consistent and in accordance with state DRCS requirements necessary to ensure the meet the mission of, and the receipt of funding from all funding sources available by law to DRCS schools.

FSU PC Charter School, Inc. shall operate a grade 9-12 DRCS regional school of choice, providing a venue for educational research, curriculum innovation, educator development, and statewide reform efforts. FSU PC Charter School, Inc. shall also promote excellent instruction for its students and project its continuing service mission. In accordance with Section 1002.32(2), this school was created with a goal of serving military families.

It is the intent of the parties that this agreement is subject to the provisions of Sections 1002.32(2) and 1002.33, Florida Statutes, and shall constitute the Charter and the governing document. Any reference herein to a particular section of the Florida Statutes shall be considered to mean as amended.

## **ARTICLE I – TERM AND GENERAL PROVISIONS**

- 1.01 **Term and Effective Date:** This Charter shall become effective on the last date hereinafter stated upon which a party to this Charter executes it, but in no event earlier than February 1, 2023, and shall cover a term of approximately 15 years, ending June 30, 2037, unless terminated sooner or extended longer, as provided herein.
- 1.02 **Timetable for Start-Up:** Initial classroom operations of the DRCS are scheduled to commence at the beginning of the 2023-24 school year. However, FSU PC Charter School, Inc. may hold summer camps beginning in June 2023.
- 1.03 **Charter Renewal:** This Charter may be extended or renewed by mutual written agreement of FSU and FSU PC Charter School, Inc. to the extent authorized by Sections 1002.32, 1002.33 or 1002.331, Florida Statutes, or otherwise provided by state law. If none of the events described in Section 1.07 hereof has occurred, and FSU PC Charter School, Inc. has been operating the DRCS successfully for fifteen years, and during such time FSU-PC has demonstrated exemplary academic programming and fiscal management, it is the express intent of FSU and FSU PC Charter School, Inc. that this Charter shall, at such time, be renewed for an additional 15-year period, ending on June 30, 2052. Any



such renewal shall be agreed upon in writing by both parties.

- 1.04 Charter Modification:** This Charter may be modified during its initial term or any renewal term only by mutual agreement of FSU and FSU PC Charter School, Inc., provided that such agreement is in writing and duly executed by both parties. No such modification shall be enforceable unless it is in writing and approved by both the governing board of FSU PC Charter School, Inc. and FSU. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the DRCS must provide information acceptable to FSU relating to operational capacity, curriculum, budget, facilities, and staff.
- 1.05 Periodic Review and Evaluation:** FSU shall annually evaluate the DRCS on its performance and progress towards meeting its standards and targets.
- 1.06 Education Program and Curriculum:** The DRCS shall implement its educational and related programs as specified in the Application and in Appendix A unless otherwise modified by this Charter. Any material change to the education program or curriculum as described in the Application or Charter requires FSU's approval. Reading is a primary focus of the curriculum.
- 1.07 Non-renewal:** At the end of the term of this Charter, FSU may choose not to renew this Charter if it finds that any of the following grounds below exist, as set forth in Section 1002.33(8), Florida Statutes:
- 1.07.1 Failure to participate in the state's education created accountability system or failure to meet the requirements for student performance as stated in this Charter;
  - 1.07.2 Failure to meet generally accepted standards of fiscal management;
  - 1.07.3 Material violation of law; or
  - 1.07.4 Other good cause shown.
- 1.08 Emergency Termination:** FSU may immediately terminate this Charter pursuant to Section 1002.33(8), Florida Statutes, if FSU determines and sets forth in writing facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the students exists, that the immediate and serious danger is likely to continue, and that an immediate termination is necessary.
- 1.09 Termination of Charter:** During the term of this Charter, FSU may terminate this agreement for any of the grounds listed in Section 1002.33(8), Florida Statutes, and Section 1.07 of this Article.
- 1.10 Notice of Non-renewal or Termination by FSU:** If FSU intends not to extend, not to renew, or to terminate this Agreement, it shall notify the governing body of FSU PC Charter School, Inc. of its proposed action in writing at least 360 days prior to such action. The notice shall state in reasonable detail the grounds for the proposed action and shall stipulate that the governing body of FSU PC Charter School, Inc. may, within 14 business days of receiving the notice, request in writing an informal hearing before FSU. If such hearing is requested, FSU shall conduct the informal hearing within 30 calendar days of receiving such request, unless an extension is agreed upon by both parties. If, as a

result of the informal hearing, FSU upholds its previous decision not to extend, not to renew, or to terminate this Agreement, the governing body of FSU PC Charter School, Inc. shall have 14 business days from its receipt of the decision of FSU in which to submit in writing an appeal of that decision to the State Board of Education pursuant to the procedure established in section 1002.33(6), Florida Statutes, except in case of emergency termination as provided in Section 1.08 of this Article.

**1.11 Notice of Non-renewal by FSU-PC Charter School:** If FSU PC Charter School, Inc. desires that this Agreement not be extended or renewed upon its expiration, it shall notify FSU in writing at least 360 days prior to the expiration of this Agreement of the desire of FSU-PC Charter School that this Agreement not be extended or renewed. A voluntary termination by FSU PC Charter School, Inc. must be determined at a public meeting and its governing board shall notify parents of enrolled students and FSU of the public meeting in writing prior to the meeting. Then, the governing board must notify FSU, parents of enrolled students and the Florida Department of Education within 24 hours after the public meeting of its determination. It is the express intent of the parties that in the event the Charter period ends without an extension or renewal having been concluded by the parties, the Charter shall continue in full force and effect until such time as the parties execute a formal extension or renewal of the Charter, unless otherwise agreed in writing by the parties.

**1.10 Dissolution of School:** If this Agreement expires and is not extended, not renewed, or is terminated, the DRCS shall be dissolved under the provisions of law under which the DRCS was organized, and any unencumbered funds from the DRCS shall revert to FSU.

**1.11 School's Debts:** If this Agreement expires and is not extended, not renewed, or is terminated, the remaining debts of FSU PC Charter School, Inc., if any, shall be paid in accordance with Section 1002.33, Florida Statutes, and other applicable provisions of law. FSU shall not assume the debt arising from any contract for services made between the governing body of FSU PC Charter School, Inc. and a third party, except for a debt for which FSU and the governing body of FSU PC Charter School, Inc. have previously agreed in writing would be paid by FSU.

**1.12 Enrollment of Students Following Charter Non-extension, Non-renewal, or Termination:** If this Agreement expires and is not extended, not renewed, or is terminated, a student who then attends the DRCS may re-enter a public school in accordance with the student's Individual Education Plan ("IEP") and federal and state law pertaining to exceptional student education.

**1.13 Statutory Requirements:** FSU PC Charter School, Inc. and FSU shall comply with the provisions of Sections 1002.32 and 1002.33, Florida Statutes, relating to developmental research (laboratory) schools and charter schools, respectively. FSU PC Charter School, Inc. shall comply with Chapter 119, Florida Statutes, relating to public records, and Section 286.011, Florida Statutes, relating to public meetings, as well as all applicable federal, state, and local laws, including but not limited to those relating to health, safety, welfare, and civil rights.

1.14 **Annual Report:** FSU PC Charter School shall make an annual progress report to FSU and the Dean of the FSU College of Education, which, upon verification, shall be forwarded to the Commissioner of Education at the same time as any other annual school accountability report is required. The report shall contain at least the following information:

1.14.1 The progress of FSU PC Charter School, Inc. and the DRCS toward achieving the goals outlined in this Charter.

1.14.2 The information required in the annual school report pursuant to Section 1002.33(9)(k), Florida Statutes.

1.14.3 Financial records of FSU PC Charter School, Inc., including revenues and expenditures.

1.14.4 Salary and benefit levels of the employees or joint employees of FSU PC Charter School, Inc..

1.15 **Governance Structure of FSU PC Charter School, Inc.:** FSU PC Charter School, Inc., as operator of the DRCS, is organized as a Florida corporation not-for-profit and has elected to be a public employer. The FSU PC Charter School, Inc. shall have a governing board, which shall be responsible for the general direction and the management of the affairs of the DRCS, including setting policy, providing financial oversight annually adopting and maintaining an operating budget, exercising continuing oversight of the DRCS's operation and communicating the vision of the DRCS to the community. The governing board's meetings shall be noticed and open to the public. All members of the governing board will be required to attend training as required by Section 1002.33, Florida Statutes.

1.15.1 FSU is the Sponsor of the DRCS. The primary FSU liaison with FSU PC Charter School, Inc. is the Dean of the FSU College of Education, or designee.

1.15.2 Employees working at the DRCS shall be joint employees of FSU PC Charter School, Inc. and FSU. ("Joint Employers"). The DRCS may have either a director or a principal, or both, who shall fulfill the duties outlined in Section 1002.32(7), Florida Statutes.

## **ARTICLE II – ACADEMIC ACCOUNTABILITY**

2.01 Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

2.02 FSU PC Charter School, Inc. shall implement its mission and related educational programs as specified in Appendix A hereto.

2.03 FSU PC Charter School, Inc. shall implement the current baseline standard of achievement, the outcomes to be achieved, and the methods of measurement identified in Appendix A.

2.04 The parties agree that methods used to identify the educational strengths and needs of students and their educational goals and performance standards are set forth in Appendix A. Students attending FSU PC Charter School, Inc. shall participate in the statewide assessment programs at least to the extent required by law or rule.

2.05 The DRCS's programs and operations shall be nonsectarian.

### ARTICLE III – STUDENTS

3.01 **Community:** The parties agree that the community to be served by this Charter is defined as students in grades K-12 who may reside in the following Florida counties: Bay, Gulf, and immediately surrounding counties as well as foreign exchange or other special population students.

3.02 **Equity:** FSU PC Charter School, Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as “The Florida Educational Equity Act” or FSU’s Equal Opportunity and Non-Discrimination Statement.

3.03 **Exceptional Student Education:** As with other students in other public schools, if it is determined by staff of FSU PC Charter School, Inc. at an IEP meeting that the needs of a student with disabilities cannot be met by FSU PC Charter School, Inc. that student shall be withdrawn from the school to be re-enrolled at a public school having appropriate programs and services.

3.04 **Nonsectarian Policies:** The FSU PC Charter School, Inc. shall be nonsectarian in its programs, admissions policies, employment practices and operations.

3.05 **Code of Conduct:** The DRCS shall foster and maintain a safe learning environment at all times. The FSU PC Charter School, Inc. shall adopt a written Code of Student Conduct that will apply to students enrolled at the DRCS.

3.06 **Enrollment Process:** Each year, subject to the restrictions of Section 1002.32(4), Florida Statutes, FSU PC Charter School, Inc. shall enroll any eligible student for whom a timely application is submitted within the constraints of demographic representation as defined in law, rule, or policy, unless the number of applications exceeds the capacity of a demographic grouping, program, class, grade level, or building. Without written approval by both the Dean of the FSU College of Education and the Dean of Florida State University Panama City to increase enrollment, the maximum number of students to be accommodated by the DRCS is 500 students, with approximate equal distribution by grade level. The goal of both parties is that students at the DRCS shall, as appropriate, be enrolled in dual enrollment courses at Florida State University Panama City, to the greatest extent possible.

3.06.01 In order to meet the requirements of Section 1002.32(2), Florida Statutes, FSU PC Charter School, Inc. (in cooperation with the Dean of the College of Education and the Dean of Florida State University Panama City) shall create a fair and non-discriminatory application and admissions process that provides priority for students from military families, and ensures a random selection process for students.

3.06.02 DRCS admission preference shall also be extended to eligible siblings of students

enrolled in the DRCS, in accordance with admission guidelines, to children of employees of the DRCS and FSU PC Charter School, Inc. and to students recommended by the FSU President, which admission is deemed by the President to serve the mission and purposes of the University.

3.06.03 The FSU PC Charter School, Inc. shall clearly detail its application, enrollment and admissions processes in the DRCS's policies and procedures. In addition, the DRCS's policies and procedures will explain its method for determining that a student has satisfied the requirements for graduation in Sections 1002.3105(5), 1003.4281 or 1003.4282, Florida Statutes.

3.06.04 The DRCS shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter laboratory schools.

3.07 **Health and Immunization:** Enrollment is subject to the provisions of Section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

3.08 **Dismissals:** The dismissal of any students or the withdrawal of any invitation to attend the school shall occur in accordance with the policies and procedures described in the FSU PC Charter School, Inc. Code of Student Conduct.

3.09 **Student Records:** The DRCS shall maintain student records in accordance with state law and Board of Education rules. The DRCS shall maintain the confidentiality of student records, as required by federal and state law. The DRCS shall transfer student records, as appropriate, if the student transfers to another public school.

#### ARTICLE IV – FINANCIAL ACCOUNTABILITY

##### 4.01 **Operational Funding:**

4.01.1 **Operating Revenue:** The DRCS shall be operationally funded pursuant to Section 1002.32(9), Florida Statutes, and other applicable sections of law. The basis of the operational funding shall be the sum of the DRS operating funds from the Florida Education Finance Program ("FEFP") as provided in Section 1011.62, Florida Statutes, the General Appropriations Act, and all applicable categorical funds, grants, and other funds. In addition, FSU has been awarded a grant from Triumph Gulf Coast for the purpose of funding certain costs of the DRCS.

FSU shall receive the operating funds from the Florida Department of Education as appropriate and within 10 days of receipt transfer the total operating funds received to FSU PC Charter School, Inc. for uses authorized by law, rule, or policy. FSU shall transfer funds from Triumph Gulf Coast consistent with the grant agreement and as shall be agreed to by FSU and FSU PC Charter School, Inc.

FSU PC Charter School, Inc. shall be responsible for collecting and reporting data necessary to project, receive, and account for state and other funds, utilizing generally accepted accounting principles and practices. FSU PC Charter School,

Inc. shall develop and administer such policies and procedures as are necessary to ensure compliance with applicable law, rule, and policy, and shall utilize generally accepted accounting principles and practices.

4.01.2 **Internal Revenue:** FSU PC Charter School, Inc. may collect and disburse such internal fund and fees, including but not limited to the student activity fee as prescribed by law, rule, or policy. FSU PC Charter School, Inc. shall provide a list of all fees to FSU as the fiscal agent and will administer policies and procedures necessary to ensure compliance with law, rule, and policy, and shall utilize generally accepted accounting principles and practices.

4.01.3 **Research Support Fee:** As the sponsor of the DRCS and for its research, oversight and evaluation responsibilities, the FSU College of Education shall be paid an annual sum of \$500 student (or such other amount as shall be agreed to by the DCRS and the College of Education) per student enrolled at the DRCS as a Research Support Fee. Such amount shall be adjusted every five years based upon changes in the consumer price index.

#### 4.02 **Capital Funding:**

4.02.1 **Capital Revenue:** The parties understand that FSU PC Charter School, Inc. shall be entitled to at least two types of capital revenue based on number and grade groupings of attending students as described in Section 1002.33 Florida Statutes, as amended: (1) DRS capital funds pursuant to Section 1002.32, Florida Statutes, and (2) charter schools capital outlay funds pursuant to Section 1013.62, Florida Statutes. These funds may be supplemented, but not supplanted, by donations, grants, and other financial sources.

FSU shall receive the charter capital funds and applicable DRS capital funds from the Florida Department of Education, and within 10 days of receipt shall transfer the total capital funds received to FSU PC Charter School, Inc., or its assignee as required by any capital financing arrangement, to service debt, remodel, renovate, or construct facilities as prescribed in applicable law, rule, or policy.

4.02.2 **Maintenance of School Plant and Facilities:** FSU PC Charter School, Inc. shall use facilities that comply with the requirements in Section 1002.33(18), Florida Statutes. FSU PC Charter School, Inc. shall be responsible for any and all structural repairs and maintenance of all buildings or facilities either leased or owned by FSU PC Charter School, Inc. and shall be further responsible for repair and maintenance of telecommunications equipment, minor interior furnishings, and fixtures. FSU PC Charter School, Inc. shall be financially responsible for cleaning the buildings and grounds, replacing worn out or broken items, as well as for janitorial supplies and consumable supplies. FSU PC Charter School may contract with FSU, other public entities, or private firms to perform any of the maintenance obligations for such compensation as is mutually agreeable to the parties to any such contract.

4.02.3 **Reverter:** In the event FSU PC Charter School, Inc. is dissolved or is otherwise terminated, all of its property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to and become the

property of FSU, subject to any lien or encumbrance on such property in favor of any capital or other debt obligation of FSU PC Charter School, Inc. being satisfied. If any capital obligation remains to be satisfied, FSU shall have first option to satisfy such capital obligation, but FSU shall not be responsible for such capital obligation incurred by FSU PC Charter School, Inc.

#### 4.03 Administration and Management:

4.03.1 **Fees:** FSU PC Charter School, Inc. may charge fees in accordance with Section 1002.32(5), Florida Statutes, other applicable laws, and lawful policies established by FSU PC Charter School, Inc.

4.03.2 **Disbursements:** FSU shall make certain that FSU PC Charter School, Inc. receives timely disbursements. Each payment shall be issued no later than 10 business days after FSU receives a distribution of applicable federal or state funds. If a warrant for payment of a scheduled disbursement is not issued within 10 business days after the receipt of funding by FSU, FSU shall pay to FSUPC Charter School, Inc. in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the required payment period until such time as the warrant is issued.

4.03.3 **Payroll:** The total payroll costs to FSU PC Charter School, Inc. associated with contracting employees such as administrators, faculty, and staff (including but not limited to salaries, benefits, FICA, and Medicare) employed jointly by FSU and FSU PC Charter School, Inc. shall be calculated each month and deducted from the FEFP funds that would otherwise be disbursed to FSU-PC Charter School, Inc. All other charges paid to FSU by FSU-PC Charter School, Inc. will be disbursed by FSU-PC Charter School, Inc. within 30 days after receipt of a valid invoice from FSU.

4.03.4 **Administrative Services provided by FSU:** For the administrative support services provided by FSU, such as budgeting, human resources, etc., the DRCS shall pay annually to FSU's Finance & Administration division an Administrative Support Fee equal to no more than 1% of the DRCS's operating expenditures. On an annual basis, the parties can agree to Cap the Administrative Support Fee to an agreed-upon lesser amount. FSU's charge for the administrative fee cannot exceed the maximum rate allowed under Section 1002.33(20), Florida Statutes.

4.03.4.1 FSU PC Charter School, Inc. and FSU units shall enter into memoranda of agreement to outline the services to be provided by FSU and the responsibilities of both parties.

4.03.5 **Audits:** FSU PC Charter School, Inc. agrees to submit to annual audits in compliance with federal, state, and school district regulations showing all revenues received from all sources and all direct expenditures for services rendered. The audit shall be conducted by FSU, by an independent auditor, or by the Auditor General. FSU PC Charter School, Inc. further agrees to provide FSU

with a copy of such audit and the corresponding response to its findings. FSU reserves the right to perform additional audits as part of FSU's financial monitoring responsibilities as FSU deems necessary. FSU shall notify FSU PC Charter School, Inc. of this procedure in a timely manner consistent with the notification given to other FSU units.

4.03.6 **Monitoring:** Pursuant to Florida law requiring FSU to monitor FSU PC Charter School, Inc. in its progress towards the goals established in this Charter, and to monitor the revenues and expenditures of FSU PC Charter School, Inc., the parties agree that such monitoring will occur at FSU's expense on an annual basis.

4.03.7 **Reporting:** FSU PC Charter School, Inc. shall submit monthly financial statements pursuant to Section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to FSU no later than the last of the month following the month being reported. Or, in the case of the DRCS being a high performing charter school, such reports shall be submitted quarterly as provided by state law. In addition, the parties agree that FSU may reasonably request, in accordance with Section 1002.33(5), Florida Statutes, documents on the DRCS's financial operations beyond the monthly financial statement and such documents shall be provided in a reasonable timeframe.

4.04 **Insurance:** Recognizing that members of the staff of FSU PC Charter School, Inc. as joint employees with FSU are protected by the immunities of Section 768.28, Florida Statutes, FSU PC Charter School, Inc. shall carry and provide proof of insurance for the following levels of coverage, which may be contracted for with FSU, with the State, or with private providers as determined to be necessary and prudent:

4.04.1 General liability insurance with coverage limits as are appropriate considering the limitations established in Section 768.28, Florida Statutes, and excess liability insurance;

4.04.2 Worker's compensation insurance in the amounts required by Chapter 440, Florida Statutes.

4.04.3 Property insurance for all buildings and their contents, including fire, casualty, and theft insurance coverage for the personal property of FSU PC Charter School, Inc., if applicable; and

To the extent available, Employees Dishonesty or crime Insurance with a coverage limit of at least \$1 million

4.05 **Indemnification:** The FSU PC Charter School, Inc. agrees to indemnify and hold harmless FSU, its board members, employees, administrators and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (1) the negligence, intentional wrongful act, misconduct or culpability of the FSU PC Charter School, Inc.'s governing board members, officers, or agents, in connection with or arising out of services within the scope of this Charter, (2) the FSU PC Charter School, Inc.'s material breach of this Charter or law, (3) any failure by the FSU PC Charter School, Inc. to pay its suppliers or any subcontractors. The FSU PC Charter School,



Inc. shall not indemnify FSU for intentional or negligent conduct of FSU or any other cause of action caused by or through the fault of FSU.

4.06 **Food Service:** FSU PC Charter School, Inc. may contract with FSU or with private firms for the provision of food services for students under terms and conditions that are mutually agreeable to both FSU and FSU PC Charter School, Inc.

4.07 **Security:** As established by a memorandum of agreement between the parties, FSU shall provide a School Resource Officer and other security support, as needed, at the DRCS, with reimbursement of costs being provided by FSU PC Charter School, Inc. to FSU.

4.08 **Surplus:** FSU shall provide notification and first right of refusal to FSU PC Charter School, Inc. for surplus furniture, equipment, software, materials, or other items, and shall notify FSU PC Charter School, Inc. prior to making them available to other agencies or disposing of them in another manner.

4.09 **Other Services:** FSU PC Charter School, Inc. may contract with FSU for the provision of other services, facilities, or programs to the extent that the FSU is willing to do so.

## **ARTICLE V – HUMAN RESOURCES**

5.01 **Employment:** FSU and FSU PC Charter School shall be joint employers of FSU PC Charter School administrators, faculty, and staff subject to all terms and conditions provided by law, rule, or policy, and any applicable collective bargaining agreements. It is acknowledged herein that the terms and conditions of employment may vary between FSU and FSU PC Charter School, Inc. and, to the extent a conflict arises, FSU and FSU PC Charter School, Inc. will, in good faith, work to resolve the conflict.

5.01.1 FSU PC Charter School, Inc. agrees that its employment policies and practices shall be nonsectarian.

5.01.2 The teachers assigned to FSU PC Charter School, Inc. shall be certified as required by Sections 1012.32 and 1012.315, Florida Statutes, or otherwise required by state law.

5.01.3 FSU PC Charter School, Inc. may not employ an individual to provide instructional services or to serve as a teaching assistant if the individual's certification or license as an educator has been suspended or revoked in this State or in any other state.

5.01.4 FSU PC Charter School, Inc. agrees to disclose to the parents the qualifications of its teachers, upon request.

5.01.5 FSU PC Charter School, Inc. shall implement FSU's practices and procedures for hiring, dismissal, salaries, contracts, benefit packages, and all other terms and conditions of employment required by law, rule, policy, and any applicable collective bargaining agreement.

5.01.6 All administrators, faculty, and staff employed by or assigned to FSU PC Charter School, Inc. are required to comply with the fingerprinting requirements of Section 1012.32, Florida Statutes.

5.01.7 FSU PC Charter School Inc. shall not violate the anti-discrimination provisions of Section 1000.05, Florida Statutes, known as the Florida Educational Equity Act, or FSU's Statement of Equal Opportunity and Non-Discrimination Statement.

5.01.8 The employees of FSU PC Charter School, Inc., as jointly employed by FSU, will have access to FSU's sick leave pool so long as they meet applicable FSU qualifications for same. The employees of FSU PC Charter School, Inc. so long as they meet applicable FSU qualifications for same, will accrue other applicable and appropriate benefits of FSU employees. FSU PC Charter School, Inc. hereby reserves the right to establish such additional positions as it deems necessary, subject to any necessary approvals from FSU Office of Human Resources. FSU PC Charter School, Inc. shall establish a payroll process for these positions in conjunction with FSU Office of Human Resources. Qualifications and salaries for these positions shall be determined by FSU-PC Charter School, Inc., in consultation with FSU Office of Human Resources.

5.02 **Contracted Staffing:** FSU PC Charter School, Inc. may contract with FSU, or with any other public or private entity, for such managerial, instructional, security, support, security (other than that provided in Section 4.06 above), or other services as it deems necessary.

5.03 **Collective Bargaining:** The employees of FSU PC Charter School, Inc. shall have the right to bargain collectively as public employees as provided by law and any applicable collective bargaining agreement.

5.04 **Training:** The FSU PC Charter School, Inc. teachers may participate in training conducted by FSU, and FSU faculty and staff may participate in training conducted by FSU-PC Charter School, Inc.. New teachers who are assigned to or employed by FSU PC Charter Schools, Inc. and FSU may participate in the FSU's Orientation Program.

## ARTICLE VI – MISCELLANEOUS PROVISIONS

6.01 **Branding and Trade Name:** FSU PC Charter School, Inc. may use the terms "Seminoles," "Noles," "Lady Noles," and "Lady Seminoles," as well as non-licensed seals and symbols in connection with the DRCS. If approved by the Deans of both the FSU College of Education and Florida State University Panama City, FSU PC Charter School, Inc. may use a trade or fictitious name as the official name of the school, provided all appropriate steps are taken to register such name.

6.02 **Impossibility:** Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood,

hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

**6.03 Drug Free Workplace:** The DRCS shall be a drug-free workplace, as provided by State and Federal law.

**6.04 Entire Agreement:** The Application, as referenced herein, and this Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of FSU and the governing board of FSU PC Charter School, Inc.

**6.05 No Assignment Without Consent:** This Charter shall not be assigned by either party without mutual written consent.

**6.06 No Waiver:** No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

**6.07 Default Including Opportunity to Cure:** In the event that FSU PC Charter School, Inc. should default under any provision hereto, absent any circumstance permitting immediate termination, it shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

**6.08 Survival Including Post Termination of Charter:** All representations and warranties made herein shall survive termination of this Charter.

**6.09 Severability:** If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

**6.10 Third Party Beneficiary:** This Charter is not intended to create any rights in a third party beneficiary.

**6.11 Choice of Laws, Conflict and Waiver of Jury Trial:** This Charter is made and entered into and shall be interpreted according to the laws of the State of Florida. In any case where this Charter conflict with Florida law, the terms of the applicable Florida Statute or other law will control over the Charter.

6.11.1 The parties forever waive the right to trial by jury for any and all litigation

between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

**6.12 Conflict or Dispute Resolution:** Subject to the applicable provisions of Section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit FSU's ability to immediately terminate this Charter in accordance with Section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between FSU and FSU PC Charter School, Inc. will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by Section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

- Step 1 – The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain the reasons for the proposed action.
- Step 2 – The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.
- Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.
- Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse through available legal remedies, including, without limitation, mediation through the Florida Department of Education or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

**6.13 Notice:** Official notice provided by FSU PC Charter School, Inc. to FSU pursuant to this Charter shall be in writing, signed by or from the Chair of the governing board or the Principal of the DRCS and directed to the Dean of the FSU College of Education and/or the FSU Provost. Official notice provided by FSU to FSU PC Charter School, Inc. pursuant to this Charter shall be in writing, signed by or from the Dean of the FSU College of Education and/or the FSU Provost. Official notice may be via U.S. Mail, express mail or email subject to verbal or written confirmation of receipt.

**6.14 Authority to Execute:** Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this

Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her choosing, including but not limited to an attorney.

**WHEREFORE** the parties have executed this Charter on the dates indicated below:

THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, acting for and  
behalf of FLORIDA STATE UNIVERSITY

FLORIDA STATE UNIVERSITY  
PANAMA CITY DEVELOPMENTAL  
LABORATORY CHARTER SCHOOL,  
INC.

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Signature

Signature

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---

Printed Name

Printed Name

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---

Title

Title

---

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Date

Date



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES  
*Governance Committee*

# ACTION ITEM II

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (herein the "Lease"), entered into on \_\_\_\_\_ (the "Effective Date"), by and between Northstar Church, Inc. ("Landlord"), a Florida Not for Profit corporation with Federal I.D. 59-3562280, and THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES ("Tenant") for the benefit of THE FLORIDA STATE UNIVERSITY, a public body corporate existing under the laws of the State of Florida.

**WITNESSETH:**

WHEREAS, Landlord is the owner of certain real property and improvements located thereon defined herein as the "Property"; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the certain premises located on the Property, subject to the terms and conditions contained in this Lease.

NOW, THEREFORE, in consideration of the obligation of Tenant to pay rent as provided herein below, and the terms, provisions, and covenants hereinafter set forth, Landlord and Tenant agree as follows:

**LEASE SUMMARY**

<u>Tenant User Group (FSU Unit):</u>	<i>The Collegiate School at FSU Panama City</i>
<u>Total Square Footage:</u>	<u>12,306 square feet</u> [per BOG Regulation 17.001(3)]
<u>Effective Date of Lease:</u>	_____, 2023
<u>Premises/Property Address:</u>	2480 St. Andrews Boulevard Panama City, FL 32405
<u>Building:</u>	Northstar Church
<u>Landlord's Name and Address:</u>	Northstar Church Attn: Joshua Street 430 W. 5 <sup>th</sup> Street, Suite 400 Panama City, FL 32401
	[Address for Management Company, if applicable, and/ or Rent payment, if different] _____ _____ _____
<u>Tenant's Name and Address:</u>	The Florida State University Board of Trustees c/o Leasing Administrator 969 Learning Way Suite 105 Tallahassee, FL 32306-4152

With Copy To:

The Florida State Univesrity  
 Office of General Counsel  
 Attn: Dustin N. Dailey  
 424 Westcott Building  
 222 South Copeland Street  
 P.O. Box 3061400  
 Tallahassee, FL 32306-1400

Term:

Initial Term: Three (3) years after the Commencement Date (May 1, 2023), to and including April 30, 2026 (ending at 12:00 midnight).

Commencement Date: May 1, 2023 (But see Section 2.1)

Renewal Options: Two (2) consecutive periods of one (1) year each

Renewal Notice Date: 30 days prior to end of Initial Term

Leasehold Improvements: (if applicable) See Section 1.4  
 See Exhibit B (please attach detailed description)

Tenant Improvement Allowance: Not to exceed **\$675,000**.  
 (Payable by Landlord in accordance with Exhibit C)

Rent:

	Time Period	Per Month	Per Year	Per Square Foot
Initial Term	Year 1	<b>\$46,414.13</b>	<b>\$556,969.56</b>	<b>\$45.26</b>
	Year 2	\$ Year 1 rent + annual CPI increase not to exceed 4%	\$ Year 1 rent + annual CPI increase not to exceed 4%	\$ Year 1 rent + annual CPI increase not to exceed 4%
	Year 3	\$ Year 2 rent + annual CPI increase not to exceed 4%	\$ Year 2 rent + annual CPI increase not to exceed 4%	\$ Year 2 rent + annual CPI increase not to exceed 4%
Renewal Term	Year	\$Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%	\$ Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%	\$ Prior year's rent reduced by 40% + annual CPI increase not to exceed 4%

Rent Adjustment: See Section 3.1

Rent Due Date: The last day of each month following the Commencement Date.

Security Deposit: None.



<u>Permitted Use:</u>	Such purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other tenants in the Building, including specifically the operation of a developmental laboratory charter school as a collegiate high school for grades 9-12 (the “ <b>Permitted Use</b> ”). <b>See Article 6.</b>
<u>Subletting and Assignment:</u>	See Section 12.1
<u>Permitted Hours of Operation:</u>	24 hours, 7 days per week
<u>Holdover Tenancy:</u>	See Section 18.4
<u>Utilities:</u>	See Section 5.1 and 5.6
<u>Insurance:</u>	
Tenant	See Section 9.1
Landlord	See Section 9.2
<u>Maintenance:</u>	
Tenant	See Section 7.1
Landlord	See Section 7.2
<u>Brokers (if applicable):</u>	Landlord’s Broker: Tenant’s Broker: N/A
<u>Early Termination:</u>	See Section 1.4(d)

## **ARTICLE 1 - THE PREMISES**

### **Section 1.1 Premises**

Landlord leases to Tenant and Tenant leases from Landlord that certain premises more particularly described in the Lease Summary and depicted on the Floor Plan attached hereto as **Exhibit A** (the “**Premises**”)(if the “**Premises**” are located within a multi-tenant office building then such building shall be referred to herein as the “**Building**”)(the Premises, Building, and “**Common Facilities**” as hereinafter defined may be referred to collectively herein as the “**Property**”). The net rentable area of the Premises shall constitute an aggregate area of **12,306** square feet - measured substantially in accordance with the standards established by the State of Florida Board of Governors *Regulation 17.001(3)* effective as of the date of this Lease, which comprises approximately **36%** square feet of the Building.

### **Section 1.2 Parking**

Landlord will at all times during the Term maintain a minimum of **one (1)** reserved (marked) parking space (Reserved Parking Space) for Tenant’s exclusive use by Tenant’s law enforcement officer in the parking area of the Property (the “**Parking Area**”). Landlord will provide visitor and handicapped parking spaces for the Building in accordance with applicable laws, and Landlord will maintain a parking space per square foot ratio with other Building tenants that ensures not less than **seventy-five (75)** unreserved parking spaces for the Premises on a first-come, first-serve basis with the other tenants. Such parking space shall be provided to Tenant at no charge throughout the Term of this Lease.

### **Section 1.3. Common Facilities**

Tenant, for itself and its employees, students, and invitees, shall have the right to use any and all common areas associated with the Building which comprises the Premises or in which the Premises is located, including, but not limited to, service roads, parking lots, parking garages, driveways, access easements, loading facilities, sidewalks, benches, walkways, courtyard, lobbies, elevators, bathrooms, kitchens, stairwells, any mechanical rooms located outside any tenant's premises and landscaping (the "**Common Facilities**"). Such Common Facilities shall at all times be subject to the exclusive control and management of Landlord. Landlord may from time to time promulgate and enforce reasonable rules and regulations, uniformly applied, for the use of the Common Facilities, and build or place landscaping and other improvements thereon. Landlord may, at any time, and from time to time, temporarily close all or any portion of such Common Facilities. In exercising such rights, Landlord, however, will not deprive or materially impair Tenant's access to the Premises or use of the parking spaces or reduce the size of the Premises. Landlord shall maintain the Common Facilities in good order and condition and kept clean and safe throughout the Term in a manner consistent with the operation of a first class office building.

### **Section 1.4 Leasehold Improvements.**

- (a) **Description.** A description of the improvements required to make the Premises ready for Tenant's occupancy is set forth on **Exhibit B ("Leasehold Improvements")**, attached hereto and incorporated herein by reference.
- (b) **Construction.** These Leasehold Improvements shall be performed by Landlord's contractor at Landlord's expense not to exceed a cost of \$675,000 as noted in **Exhibit C ("Leasehold Improvement Allowance")**, utilizing building standard materials and constructed in a good and workmanlike manner in accord with the plans & specifications pre-approved by Tenant in writing and in strict compliance with all applicable building, fire, health, and sanitary codes by a licensed general contractor selected by Landlord and reasonably acceptable to Tenant.
- (c) **Date of Delivery.** Landlord shall be responsible for obtaining the Certificate of Occupancy no later than **May 1, 2023**. In the event Landlord fails to deliver possession of the Premises to Tenant on or before this date, then Tenant shall receive one (1) day of abated Rent for each one (1) day of such delay in the date of delivery. Landlord and Tenant shall execute the Lease Commencement Agreement described in Section 2.1 and attached hereto as **Exhibit D**, memorializing the actual Commencement Date.
- (d) **Early Termination.** If Tenant exercises its right for early termination pursuant to Section 18.16, then Tenant shall pay to Landlord the fair market value of the Leasehold Improvements valued as of the date of termination. The fair market value shall be the unamortized portion of the Leasehold Improvements as of the date of termination based on an agreed upon initial value stated by the parties in the Lease Commencement Agreement, and amortized over the Initial Term on a straight-line basis. The unamortized portion of Leasehold Improvements shall be paid in equal monthly installments over the remaining Initial Term. If any portion of the original leased premises is occupied after termination but during the original Initial Term by a tenant who does not require material changes to the premises, the repayment of the costs applicable to the occupied but unchanged portion shall be waived and forgiven.

## **ARTICLE 2 - TERM**

### **Section 2.1 Initial Term & Commencement Date**

The initial term of this Lease shall be as set forth in the Lease Summary. The "Commencement Date" shall be the date set forth in the Lease Summary or as noted in **Exhibit D ("Lease Commencement Agreement")**, which date shall control. Notwithstanding the Commencement Date established in the manner set forth above, Tenant and Landlord acknowledge and agree that this Lease is binding upon them as of the Effective Date.

## **Section 2.2 Renewal Options**

Tenant shall have the right to renew this Lease for the periods and at the rents set forth in the Lease Summary. In order to renew this Lease, Tenant shall notify Landlord within the time period set forth in the Lease Summary. Failure to so notify Landlord shall be deemed non-renewal of this Lease, but otherwise subject to a Holdover Tenancy pursuant to Section 18.4. For purposes of this Lease, "Term" means the initial term and all renewal terms.

## **ARTICLE 3 - RENT**

### **Section 3.1 Rent**

Tenant shall pay the annual rent set forth in the Lease Summary in equal monthly installments beginning on the Commencement Date (the "**Rent**"). Rent shall be paid to Landlord at the address set forth in the Lease Summary, or such other address as Landlord may, from time to time, designate in writing to Tenant. The first payment of Rent shall be due and payable on the Commencement Date or the first day of occupancy (whichever is later). Each subsequent installment of Rent shall be due and payable monthly without prior demand on the first (1st) day of each succeeding calendar month. If the first and/or last months of this Lease are partial calendar months, then the first and/or last payments of Rent shall be proportionately adjusted on the basis of a thirty (30) day month. Commencing on the anniversary date of the Commencement Date, the annual rental rate shall be increased by the **lesser** of: (i) the percentage increase in accordance with the Consumer Price Index for All Urban Consumers (CPI U): All city average, unadjusted, as published by the U.S. Department of Labor, during the 12-month period; or (ii) **4%** of the preceding year's rate, and effective as of the first day of the month following the anniversary date, as reflected on the rent table in the Lease Summary. If Tenant exercises its option(s) to renew the original term, as provided under Section 2.2 above, the annual rent rate for each renewal term shall be as set forth in the Lease Summary.

### **Section 3.2 Full Service Gross Lease**

The parties hereby acknowledge and agree that this Lease is a "**full service gross lease**", meaning that the Rent is inclusive of all charges payable by Tenant in connection with this Lease. Except as otherwise expressly set forth herein, Landlord shall be responsible, at Landlord's sole cost and expense, for all operating costs of the Premises, Building, and Common Facilities, including, but not limited to: (i) the cost of all utilities supplied to the Premises and Common Facilities (e.g. electricity, water, HVAC, etc.), (ii) Landlord's liability, property, and casualty insurance, (iii) labor and costs incurred in managing the Building, Premises, and Common Facilities, (iv) the costs of maintenance and repair of the Building, Premises, and Common Facilities, including, but not limited to, the Building elevator(s), roof, masonry, foundation, structural components, windows, doors, sidewalks, paved areas, electrical, mechanical, utility, plumbing and HVAC systems, (v) parking, security, trash collection, janitorial services, phone and internet, and (vi) ad valorem taxes, assessments, or other public charges or fees. Except as otherwise expressly provided in this Lease, Tenant shall not be liable to pay or reimburse Landlord nor any other party for all or any portion of any charges or expenses incurred by Landlord and/or such other party for any costs associated with the operation, maintenance, repair, replacement or alteration of any land or improvements located on Landlord's property, the Premises, Common Facilities, or the Building, including, without limitation, expenses for taxes, insurance, security, maintenance, management and/or administration of said areas.

## **ARTICLE 4 – TAXES, ASSESSMENTS, AND PUBLIC CHARGES**

### **Section 4.1 Real Estate Taxes**

Landlord shall pay all real property taxes, public charges, fees, and assessments assessed or imposed upon the Premises, with such payments being made prior to such taxes, charges, or fees becoming delinquent.

**Section 4.2 Sales Tax on Rent**

Tenant, as a public body corporate of the State of Florida, is exempt from sales tax, and will provide a certificate evidencing such exemption upon Landlord's request. Tenant's Tax Exempt Certificate is No. 85-8012584914C-7, which is attached hereto as **Exhibit E** ("Certificate of Exemption"). Landlord shall pay any federal, state, or local sales or other taxes upon the rents payable hereunder.

**ARTICLE 5 – SERVICES**

**Section 5.1 Utilities**

Landlord shall promptly pay, as and when due, all charges for water, sewer, electricity, gas, and other utilities supplied to the Premises. Landlord shall make all utilities, including but not limited to heating, ventilation and air-conditioning ("HVAC") service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable. In the event any utility is disrupted through no fault of Tenant to such an extent that Tenant cannot operate in accordance with its legal obligations for a period of more than forty-eight (48) hours (excluding any outage due to a "Casualty" as hereinafter defined), the Rent payable under this Lease shall abate during the remaining period of disruption. Landlord will provide monthly energy consumption and cost data pursuant to section 255.257, *Florida Statutes*. Tenant will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed.

**Section 5.2 Janitorial Services**

Landlord shall, at its own expense, furnish, without additional charge, janitorial services for general cleaning of the Premises, as well as the Building and Common Facilities, which shall include all necessary janitorial supplies and the provision of trash disposal. Landlord shall use reasonable efforts when selecting vendors to provide janitorial services in an effort to secure vendors with honest and efficient employees. Tenant agrees to report promptly to Landlord any neglect of duty or any incivility on the part of such vendors which in any way interferes with the full enjoyment of the Premises rented by the Tenant.

**Section 5.3 Trash and Rubbish Removal**

Landlord shall, at its own expense, keep the Property clean, both inside and outside at his own expense, and shall see that all garbage, trash, and all other refuse is removed from the said Property.

**Section 5.4 Pest Control**

Landlord shall, at its own expense, keep the demised Property free from infestation by termites, rodents, and other pests and shall repair all damage caused to the demised Property by the same during the term of this Lease.

**Section 5.5 Light Fixtures**

Landlord shall, at its own expense, provide lighting fixtures as required in the Premises, Building and Common Facilities and the services related to the same. Landlord shall be responsible for replacement of all bulbs, ballasts, lamps, starters, and tubes used in such fixtures for the purposes of furnishing light as needed thereafter.

**Section 5.6 Telephone and Internet**

Landlord shall, at its own expense, provide for Tenant's use, and in good working order, the minimum telecom and data systems at the Building including the improvements more particularly described as a part of the **Leasehold Improvements** on **Exhibit B** (collectively, the "**Building IT Systems**"). Landlord shall maintain the Building IT Systems in good working order and make system upgrades necessary to maintain a commercially reasonable standard for buildings of a type comparable to the Building. Tenant will be responsible for connecting its own IT/telecom/data network equipment to the Building IT System. Tenant shall promptly pay all service charges for telephone and internet services provided to the Premises directly to the service providers.

**Section 5.7 Security**

The Landlord, at its own expense, shall be responsible for providing sufficient security for the Building and Common Facilities at all times during Tenant's use and operation.

**ARTICLE 6 – USE AND OCCUPANCY**

**Section 6.1 Use & Quiet Enjoyment**

The Premises shall be used and occupied by Tenant solely for the Permitted Use set forth in the Lease Summary and for no other purpose. Tenant shall have the right but not the obligation to conduct its operations during the hours set forth in the Lease Summary. Tenant agrees and understands that the Premises shall not be used for any other purpose, unless written consent by Landlord is first obtained. Landlord warrants, covenants, and agrees that if Tenant shall pay all rents due to Landlord from Tenant hereunder and perform all the covenants of the Lease to be performed by Tenant, then Tenant shall, during the Term hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Premises, together with all appurtenances and all other rights and privileges herein granted, free of any interference and without hindrance or interruption by Landlord or any other person(s). Specifically, Landlord shall not permit the quality and manner of Tenant's egress and ingress to and from the Premises through the Building and Common Facilities, including, without limitation, the parking lots, parking garages, elevators, stairwells, lobbies or hallways of the Building, as such access exists on the Commencement Date, to be impeded by Landlord or any other person(s) whatsoever.

**Section 6.2 Landlord's Representations and Warranties.**

Landlord hereby represents and warrants to Tenant that, as of the Effective Date:

(a) Landlord has good and marketable title to the Property, free and clear of any mortgage, deed of trust, or other encumbrance whatsoever, except for those identified in writing by Landlord to Tenant prior to the Effective Date, and Landlord possesses full power and authority to deal therewith in all respects and no other party has any right, right of first refusal, or option thereto or in connection therewith;

(b) As a condition precedent of this Lease, Landlord represents and warrants that the Premises, Building, and Common Facilities comply with sections 255.21 and 255.211, *Florida Statutes*, Section 504 of the Rehabilitation Act (1973), as amended, and the Americans with Disabilities Act (1990), as amended, as well as the Florida Building Code (Section 553.73, F.S.), which are incorporated herein by the reference.

(c) the Property is zoned so as to permit Tenant to use and operate the Premises for the Permitted Use, and there are no easements, covenants, conditions, restrictions, rights-of-way, governmental rules, statutes, ordinances, moratoria, policies or plans which would prohibit or interfere with the operation of Tenant's business upon the Premises;

(d) there are no pending or, to Landlord's best knowledge, threatened condemnation proceedings or other governmental, municipal, administrative or judicial proceedings affecting the Property;

(e) there are no pending or, to Landlord's best knowledge, threatened actions or legal proceedings affecting the Property;

(f) there are no unpaid special assessments for sewer, sidewalk, water, paving, gas, electrical or power improvements or other capital expenditures or improvements, matured or unmatured, affecting the Property;

(g) this Lease and the consummation of the transactions contemplated herein are the valid and binding obligations of Landlord and do not constitute a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, nor are they inconsistent with, any contract to which Landlord is party or by which it is bound;

(h) there are no outstanding notices of, nor, to Landlord's best knowledge, are there, any violations of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property;

(i) Landlord is not obligated upon any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of any part of the Property which will adversely impact Tenant's use of the Premises for the Permitted Use;

(j) Landlord is duly organized and existing under the laws of the State of Florida and has full power and authority to enter into this Lease and the transactions contemplated hereby and to perform its obligations hereunder and by proper action has duly authorized the execution and delivery of and performance under this Lease; and

(k) Landlord shall notify Tenant immediately if at any time prior to the Commencement Date any of the foregoing representations and warranties in this paragraph become untrue or incorrect.

(l) Landlord does not know or have reason to know of the presence of any asbestos containing materials or other hazardous materials in the Premises, Building or any Common Facilities. Landlord certifies that the Building and Property comply with the requirements of § 1013.365, Florida Statutes.

### **Section 6.3 Occupancy Regulations**

Tenant agrees that it:

(a) will not use the plumbing facilities for any purpose other than that for which they are constructed and will not permit any foreign substance of any kind to be thrown therein. The expense of repairing any breakage, stoppage, seepage or damage whether occurring on or off the Premises, resulting from a violation of this provision by Tenant's or Tenant's employees, agents or invitees shall be borne by Tenant except where covered under Landlord's insurance;

(b) will comply with all laws and ordinances and all rules and regulations of governmental authorities with respect to Tenant's use of the Premises; and

(c) will use only such electrical appliances as will not overload the electrical service of the Premises as supplied by Landlord.

The parties further acknowledge the requirements in subsection (b) above for compliance with applicable laws and ordinances are exclusive to Tenant's use of the Premises, and Landlord shall at all times, at Landlord's expense, remain fully responsible as owner of the Premises for ensuring the Premises, Building and Common Facilities are maintained in compliance with all local health, building, and safety codes and inspection requirements, including any associated fees.

**Section 6.4 Relocation                      **INTENTIONALLY DELETED.****

**Section 6.5 Normal Building Hours and Access**

Normal business hours of the Landlord are Monday – Friday, 8:30 a.m. – 5:30 p.m. The Premises will have a private entrance that will allow access to the Building and Premises outside of normal hours. Landlord will provide Tenant with a security code for alarm deactivation. Tenant will provide Landlord with a contact list of employees who will have keys/access to the Building. Landlord will provide Tenant with three (3) sets of physical keys for use by Tenant’s director, their designee, and the School Resource Officer (SRO).

**Section 6.6 Additional Tenants.**

Except for the existing tenants, Landlord shall notify Tenant of any potential additional tenants in the Building during the Term. Tenant shall provide its approval or disapproval of any such potential tenant in writing within ten (10) days of Landlord's notification to Tenant of Landlord's intention to lease to such potential tenant. If Tenant fails to notify Landlord of its approval or disapproval it shall be deemed that Tenant approved such tenant. Tenant shall not unreasonably delay, condition, or withhold its approval and may disapprove of such tenant only in the event such tenant's business is illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's use of its Premises. It shall be presumed that a tenant with a business or professional use which complies with the current the zoning of the Property, shall be acceptable unless Tenant can establish that such tenant's business is in fact illegal, immoral, related to the adult entertainment industry, or if such tenant's employees, customers, clients or invitees are of a type or character which will disrupt or not be compatible with the Tenant's Permitted Use of its Premises.

**ARTICLE 7 - MAINTENANCE**

**Section 7.1 Tenant’s Responsibilities**

During the Term, Tenant will, at all times, take good and ordinary care for the preservation of the Premises in the same order and condition maintained by Landlord pursuant to Section 7.2, ordinary wear and tear and “Casualties” (as hereinafter defined) excepted, and subject to Landlord’s obligation to furnish janitorial services pursuant to Section 5.2.

**Section 7.2 Landlord’s Responsibilities**

At Landlord’s expense, Landlord shall maintain, repair and replace as necessary, the Building, Common Facilities, and the Premises, including, but not limited to:

- (a) Interior Areas: Landlord shall perform interior maintenance and repairs as may be necessary due to normal usage in accordance with generally accepted good practices for other first-class office buildings of like size and quality located in the same market, or submarket if applicable, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage; further, Landlord hereby accepts and agrees to the procedure contained in the Air Quality Addendum attached hereto as **Exhibit I**;
- (b) Exterior Areas: including, but not limited to, the roof (specifically, keeping the roof free of leaks), load bearing walls, foundations, floor slabs, columns, exterior walls, imbedded utility lines, gutters, downspouts and subfloors, HVAC;

- (c) Common Facilities, Outside Areas, & Landscaping: Landlord shall maintain the Common Facilities outside the Building, including the parking lot, driveways, sidewalks, landscaping to a commercially reasonable standard for buildings of a type comparable to the Premises owned by reasonable and prudent commercial landlords and in a manner consistent with the operation of a first class office building. Specifically, the Landlord shall incorporate regular landscaping services, including mowing, edging, bed work, trimming of bushes and trees. The standard for such service shall be that of other multi-tenant office buildings of like size and quality located in the same market, or submarket if applicable. The Landlord shall contract to have all landscaped areas maintained at least one (1) day per week during the growing season (approximately April through November);
- (d) Utilities: Landlord shall maintain within the Premises, Building and Common Facilities, all utilities and utility component systems, including but not limited to electrical components, lighting fixtures and components, plumbing, heating, ventilation and air-conditioning (“HVAC”) service available to the Premises, which shall be operated and maintained by Landlord in satisfactory operating condition during the hours set forth on the Lease Summary to the standard and in a manner customary in other Class A office buildings in the local market, or submarket, if applicable.
- (e) Structural Elements: Landlord shall maintain and repair all other interior and exterior structural elements of the Premises, Building, and Common Facilities, so as to keep the same in good order and repair throughout the Term of this Lease;
- (f) Windows: Landlord shall be responsible for the replacement of all windows broken or damaged in the Premises, except such breakage or damage caused to the exterior of the Premises by Tenant, its officers, agents or employees unless covered under Landlord's insurance;
- (g) Fire Protection: Landlord shall provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal, including all necessary fire protection equipment such as fire extinguishers and sprinklers. Landlord shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Landlord agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Tenant, and at any reasonable time thereafter.
- (h) Normal Wear and Tear Maintenance: For purposes of this Lease, the parties agree that the useful life of the paint, carpet, and floor coverings used within the Premises and Building is five (5) years. Accordingly, Landlord shall re-carpet, re-cover the floor, and re-paint the Premises every five years following the Effective Date and throughout the Term of the Lease. Any newly installed floor covering, carpet, or fresh paint shall reasonably match the quality and color of the floor covering, carpet, and paint within the original Premises.

All repairs, replacements and restorations made by Landlord shall be equal or better in quality and class to the originals thereof and shall be completed in compliance with applicable law. Landlord shall expeditiously commence and complete any repairs or replacements required by the terms of this Lease. The Landlord warrants that, at Landlord's expense, all building systems listed in this section 7.2 shall be in working order and in full compliance with all applicable code and inspection requirements upon initial occupancy by Tenant and throughout the Term. Landlord shall maintain the Property (interior and exterior) so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the Term. Any physical changes to the Property, which may be required to be made to the facility as a result of changes in ordinances and codes, shall be done by Landlord at Landlord's sole cost and expense.



## **ARTICLE 8 - SIGNS, FIXTURES AND ALTERATIONS**

### **Section 8.1 Signs**

To the extent not included in the Leasehold Improvements, Tenant shall not place or erect any signs, decorative devices, awnings, canopies or other advertising matter visible from the exterior of the Premises without the prior written consent of Landlord. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed. Interior signs on doors shall be inscribed, painted, or affixed at the expense of Landlord and shall be of a size, color and style acceptable to Landlord.

### **Section 8.2 Trade Fixtures**

All trade fixtures installed by Tenant in the Premises, including smartboards, shall be the property of Tenant and shall be removed at the expiration or sooner termination of the Lease, provided that any damage caused by such removal is promptly repaired at Tenant's expense. If Landlord must make the required repairs due to Tenant's removal of trade fixtures, Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice specifying the reasonable expenses incurred. Trade fixtures shall include all fixtures, machinery, equipment, appurtenances, and appliances placed or installed on the Premises by Tenant. If Tenant fails to remove any such trade fixtures upon expiration or sooner termination of the Term of this Lease, such trade fixtures shall be deemed abandoned and shall become the property of Landlord. Any lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures and floor covering shall not be deemed to be trade fixtures, whether installed by Tenant or by any other party, and shall not be removed from the Premises but shall upon installation become the property of Landlord without any compensation to Tenant.

### **Section 8.3 Alterations**

Other than the improvements described in Section 1.4 of this Lease, Tenant shall not make any changes, alterations, or improvements to the Premises that are structural (including HVAC, electrical, or plumbing) or cost more than \$10,000.00 without Landlord's prior consent, which shall not be unreasonably withheld, conditioned or delayed. If requested by Landlord, Tenant shall submit to Landlord reasonable plans and specifications for the proposed work and an estimate of the anticipated cost thereof. Landlord may impose reasonable conditions such as to permits, insurance, bonds, and waivers and releases of mechanic's liens as Landlord deems advisable or necessary. Any alterations, additions or improvements made by Tenant with the consent of Landlord shall become the property of Landlord and shall remain upon the Premises at the expiration or sooner termination of this Lease.

### **Section 8.4 Mechanic's Liens**

Tenant shall not permit any lien or claim for lien of any construction, mechanic, laborer or supplier to be filed against the Premises. If any such lien, notice or claim, is filed, Tenant shall within thirty (30) days after notice of the filing thereof cause said lien, notice or claim to be removed and discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise permitted by law; provided, however, that Tenant shall have the right to contest the amount or validity, in whole or in part, of any such lien, notice or claim by appropriate proceedings but in such event Tenant shall promptly bond over such lien, notice or claim with a surety company reasonably satisfactory to Landlord and shall prosecute such proceedings with due diligence. If Tenant fails to so discharge or bond such lien within the time periods provided, Landlord may at its election, after written notice to Tenant, remove or discharge such lien, notice or claim by paying the full amount thereof, or otherwise, and without any investigation or contest of the validity thereof, and Tenant shall pay to Landlord upon demand, as additional rent, the amount paid by the Landlord, including Landlord's reasonable costs, expenses and counsel fees.

**ARTICLE 9 – INSURANCE & LIABILITY**

**Section 9.1 Tenant’s Insurance**

Tenant shall insure through a State of Florida program, or self-insure, at its own cost and expense, its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Tenant, as a public body corporate of the State of Florida, participates in the State of Florida’s Risk Management Trust Fund for purposes of general liability, workers’ compensation, and employer’s liability insurance coverage, with said coverage being applicable to Tenant’s officers, employees, servants, and agents while acting within the scope of their employment or agency. Tenant shall provide to Landlord copies of certificates evidencing the aforementioned insurance coverage upon Landlord’s request. However, as a public entity, Tenant cannot name another party as an additional insured.

**Section 9.2 Landlord’s Insurance**

Landlord shall, throughout the Term of this Lease, maintain (i) fire, windstorm and extended coverage (Causes of Loss-Special Form coverage) insurance in an amount adequate to cover the full replacement costs of the Premises (including Leasehold Improvements), the Building, and Common Facilities covering loss occasioned by a “Casualty” as hereinafter defined, and (ii) comprehensive general public liability and property damage insurance covering the Building and Common Facilities in reasonable and customary amounts of coverage and premium costs that a prudent landlord of a building of comparable size, age, and location would carry (**but with a minimum coverage of at least \$2,000,000 per claim**). Landlord shall name through written endorsement Tenant as additional insured on the comprehensive general liability insurance and provide Tenant with a certificate of such insurance evidencing same. Landlord’s insurer(s) shall be licensed to do business in the State of Florida and have a minimum A.M. Best’s financial rating of A-/VII.

**Section 9.3 Waiver of Subrogation      INTENTIONALLY DELETED.**

**Section 9.4 Liability**

**TO THE EXTENT AUTHORIZED AND PERMITTED BY LAW, LANDLORD AND TENANT AGREE TO ACCEPT RESPONSIBILITY FOR ANY INJURIES OR DAMAGES ARISING FROM THE NEGLIGENT AND WRONGFUL ACTS OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND AGENTS ACTING WITHIN THE SCOPE OF THEIR EMPLOYEMENT. HOWEVER, NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS AN INDEMNITY OR A WAIVER OF SOVEREIGN IMMUNITY ENJOYED BY TENANT BEYOND THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, OR ANY OTHER LAW PROVIDING LIMITATIONS ON CLAIMS.**

**ARTICLE 10 - DAMAGE OR DESTRUCTION**

**Section 10.1 Damage or Destruction**

If the Premises (including the Leasehold Improvements), the Building in which the Premises may be located, or the Common Facilities are damaged or destroyed by fire, flood, lightning, storm, or other casualty, which includes, but is not limited to wind, water, hail, sinkholes, or acts of third parties such as vandalism, malicious mischief, and sprinkler or pipe leakage (herein “Casualty” or Casualties”), the Landlord shall within thirty (30) days of such Casualty notify the Tenant (the “Landlord’s Notice”) whether Landlord elects to repair the damage and restore the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty at Landlord’s own costs and expense, and, if so, whether in the reasonable determination of the Landlord the damage can be repaired within one hundred twenty (120) days of such notice (the “Restoration Period”). If Landlord elects not to repair the damage then this Lease will terminate

effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord elects to repair the damage and (i) the damage substantially interferes with Tenant's ability, in its reasonable judgment, to conduct its business therefrom, or (ii) if the repairs and restoration cannot be completed within the Restoration Period as determined by Tenant, then Tenant may, at its option, within thirty (30) days of the receipt of the Landlord's Notice, terminate this Lease effective as of the date of the Casualty and the Rent shall be prorated as of that date. If Landlord has elected to make the repairs and if Tenant has not exercised its right to terminate as set forth above, the Landlord shall within thirty (30) days from the date of the Landlord's Notice, commence the repairs and restoration and proceed with all due diligence to restore the damaged areas to substantially the same condition in which they were in immediately prior to the occurrence of the Casualty. In the event the Landlord fails to deliver to the Tenant a Landlord's Notice within the required thirty (30) day period, or fails to complete the repairs and restoration within the Restoration Period, then the Tenant shall have the right to terminate this Lease as of the date of the Casualty. Landlord shall have no obligation to restore fixtures, improvements, furniture, equipment or other personal property of Tenant. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

### **Section 10.2 Minor Damage**

Notwithstanding anything herein to the contrary, if the repair and restoration costs of the damaged portion of the Property are less than \$100,000.00, then Landlord shall be obligated to commence and complete the repair, rebuild, and restoration of the damaged Property, including the Leasehold Improvements, within ninety (90) days following the Casualty thereby restoring the damaged portion of the Property, including the Leasehold Improvements, to the condition existing immediately prior to such Casualty, at Landlord's own cost and expense without regard for whether or not there are adequate insurance proceeds. Tenant shall have the right to terminate this Lease, effective as of the date of the Casualty, with rent being prorated as of the date of such Casualty, in the event the Casualty damages to the Premises or those Casualty Damages impacting the use of or access to the Premises or otherwise resulting in a material interference with the operations of Tenant's business are not repaired within the ninety (90) day period. In the event of termination of the Lease pursuant to this paragraph, Landlord will immediately refund the prorated part of any Rent paid in advance by Tenant prior to such destruction, and, to the extent Tenant has paid for the Leasehold Improvements, Landlord shall pay Tenant for the unamortized portion of the Leasehold Improvements pursuant to Section 1.4.

### **Section 10.3 Rent Abatement or Reduction**

For such period of time as Tenant cannot, in its reasonable judgment, conduct its business from the Premises as a result of the condition of the Premises, the Common Facilities, or the Building of which the Premises may be a part, or caused by an interruption thereof because of reconstruction activities, the Rent shall abate. To the extent and during the time that only a portion of the Premises is tenantable and to the extent that Tenant is able in its reasonable judgment to conduct its business therefrom, the Tenant shall receive a fair diminution of Rent. Such abatement or diminution shall continue until the earlier to occur of (a) the date the Tenant reopens for business; or (b) thirty (30) calendar days after substantial completion of Landlord's repair or restoration work.

## **ARTICLE 11 - EMINENT DOMAIN**

### **Section 11.1 Taking**

If by any lawful authority through condemnation or under the power of eminent domain: (a) the whole of the Premises shall be taken; (b) less than the entire Premises shall be taken, but the remainder of the Premises are not, in reasonable judgment, fit for Tenant to carry on its business therein; (c) a taking occurs and Tenant determines, in its reasonable judgment, that after such taking adequate parking space will not be available near

the Premises; (d) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (e) all or any portion of the Common Facilities, if any, shall be taken resulting in a material interference with the operations of Tenant's business, then in any such event, Tenant may terminate this Lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

### **Section 11.2 Rent Adjustment**

Unless this Lease is canceled as above provided, commencing with the date possession is acquired by the condemning authority, the Rent shall be reduced in proportion to the ratio that the value of the Premises immediately following such taking bears to the value of the Premises immediately prior to such taking, and Landlord shall restore the Premises, at Landlord's cost and expense, to a complete architectural unit. During such restoration the Rent shall be abated to the extent the Premises are rendered untenable.

### **Section 11.3 Awards**

All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for the value of its leasehold estate (if the Lease terminates), its relocation costs, its unamortized Leasehold Improvements and trade fixtures, loss of business and the like.

## **ARTICLE 12 - ASSIGNMENT AND SUBLETTING**

### **Section 12.1 Assignment and Subletting**

(a) Upon written notice to Landlord, Tenant may assign this Lease to a separate entity established solely for the purpose of operating the developmental laboratory charter school authorized by the University.

(b) Upon written notice to Landlord, Tenant may sublet all or any part of the Premises to any entity which is directly related to Tenant.

(c) Otherwise shall not assign this Lease nor sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. For the purposes of this section, any mortgage, conveyance, transfer, or encumbrance of this Lease and any transfer of any right to possession or use of the Premises shall be deemed an assignment or subletting.

(d) Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

(e) If the Premises are occupied by anyone other than Tenant, whether as assignee, subtenant, concessionaire or otherwise, Landlord may collect rent from such occupant, and apply the amount collected to the Rent reserved under this Lease and acceptance of such rent shall not be deemed a consent to any such occupancy or any such other party.

(f) Any consent by Landlord to any assignment of this Lease may be conditioned upon the assignee assuming the full and faithful performance of all the terms and conditions of this Lease and upon the continued liability of Tenant under all the terms hereof. Any consent by Landlord to any subletting may be conditioned upon the subtenant's express agreement to be bound by the terms, covenants and conditions and restrictions of this Lease applicable to Tenant.

(g) Upon an assignment to the entity described in subsection (a) above, the University shall be relieved of any and all obligations and liabilities under this Lease.

**Section 12.2 Sale by Landlord – Notice of Sale**

In the event Landlord proposes to sell the property containing the Premises, Building, or any of the Common Facilities, or transfer more than fifty percent (50%) of the stock or membership interest in Landlord (by sale or otherwise), or otherwise assign or transfer Landlord’s interest in this Lease, then Landlord shall provide Tenant written notice of the same thirty (30) days prior to the consummation or closing of the sale or transfer.

**ARTICLE 13 - SUBORDINATION AND ESTOPPEL CERTIFICATES**

**Section 13.1 Subordination**

This Lease shall be subject and subordinate to any mortgage or mortgages affecting the Premises existing as of the Effective Date. If any mortgagee so requests, Tenant shall execute, acknowledge and deliver Tenant’s standard agreement confirming the same. In addition, no later than thirty (30) days prior to the Commencement Date, Landlord will obtain from every mortgagee, lessee, and holder of a deed of trust or any other instrument creating a lien upon the Premises, an agreement in a form acceptable to Tenant wherein the mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments agree not to disturb Tenant’s possession, deprive Tenant of any rights or increase Tenant’s obligations under the Lease (each a “Subordination, Non-Disturbance and Attornment Agreement”). Landlord agrees not to further mortgage or encumber the fee from the Effective Date unless Landlord obtains a Subordination, Non-Disturbance and Attornment Agreement from such mortgagee(s), lessee(s) and holder(s) of the deed(s) of trust or other instruments in a form acceptable to Tenant. Upon the failure of Landlord to timely comply with this paragraph, Tenant may terminate the Lease and the parties shall be released from any further liability.

**Section 13.2 Estoppel Certificates**

Within twenty (20) days after request by Landlord, but no more frequently than once per calendar year, Tenant agrees to deliver a Lease Statement as shown in **Exhibit F** (“Form of Lease Statement, Estoppel Certificate”). Tenant shall, in the event of any foreclosure, attorn to the purchaser as a Landlord under this Lease, provided that such purchaser shall agree in writing to assume all obligations of Landlord hereunder.

**ARTICLE 14 - RIGHTS OF LANDLORD**

**Section 14.1 Right of Entry**

Landlord or Landlord's agents or such persons as Landlord may authorize may enter the Premises at any time in the event of an emergency (provided Landlord supplies the names of personnel or agents approved for access to Premises) or at other reasonable times during business hours upon prior seven (7) days prior notice to Tenant, for purposes of examination, exposition to prospective Tenants of the Premises (during the last three (3) months of the Term), exposition to prospective purchases of the Premises or project in which the Premises is located, and making repairs to the Premises. Landlord may take into the Premises all material that may be required to make such repairs. In the event of an emergency, if Tenant or a designee of Tenant shall not be present to open and permit entry into the Premises at any time when such entry shall be necessary or permissible, Landlord or its agents may enter the Premises by a master key or may forcibly enter thereon, without rendering Landlord or such agent liable therefore and without affecting the obligations and covenants of Tenant. It is understood and agreed that the Landlord’s right of entry under this provision does not entitle Landlord to access any of Tenant’s files or confidential records, including all electronic records or films. During period of entry into the Premises, Landlord shall use its best efforts not to disrupt the operation of Tenant’s business. Furthermore, notwithstanding anything to the contrary herein, Tenant may restrict or prohibit Landlord’s access to the Premises as reasonably necessary to protect student privacy in accordance with applicable law, and to prevent any interference with or disruption to lectures, student instruction, or test taking by students.

## **ARTICLE 15 - DEFAULT AND REMEDIES**

### **Section 15.1 Events of Default and Remedies**

In the event either party fails to perform or neglects to observe any portion of the conditions or covenants herein contained, the non-defaulting party is required to give the defaulting party written notice setting forth in reasonable detail the nature and extent of such failure and the defaulting party will have thirty (30) days from receipt of said notice to cure such failure. If such failure cannot reasonably be completely cured within that thirty (30) day period, the length of such period shall be extended for the period reasonably required thereof, only if the defaulting party commences curing such failure within such thirty (30) day period and continues the curing thereof with reasonable diligence and continuity. If the failure shall continue after the cure period, the non-defaulting party shall have the right to pursue any remedy provided by applicable law. Landlord agrees to use all reasonable efforts to mitigate damages on account of any default by Tenant, including, specifically, all reasonable efforts to relet the Premises in the event Tenant vacates prior to the expiration of the Term and Tenant's termination rights provided herein are inapplicable. In no event shall Tenant be liable to Landlord or any other person for consequential, special or punitive damages, including, without limitation, lost profits.

### **Section 15.2 Tenant's Right to Cure Landlord's Default**

Subject to the provisions of Section 15.1, if Landlord breaches any covenant to be performed by it under this Lease, then Tenant after Notice to and demand upon Landlord as provided in Section 15.1, in addition to and without waiving any other right or remedy or releasing Landlord from any obligation hereunder, may (but shall be under no obligation at any time) make such payment or perform such act for the account and at the expense of Landlord. All sums so paid by Tenant and all costs and expenses so incurred (including, without limitation, reasonable attorney's fees), shall be paid by Landlord, to Tenant on demand. All sums not paid by Landlord within thirty (30) days shall bear interest thereon at the interest rate of 10% per annum (compounded monthly) from the date on which such sums or expenses were originally paid or incurred by Tenant. If Landlord does not pay such invoice together with accrued interest within ninety (90) days after Landlord receives the invoice, then Tenant may thereafter abate, offset and/or recoup against the Rent the amount set forth in such invoice plus any interest which has accrued pursuant to the immediately preceding sentence. The rights of Tenant hereunder to cure and to secure payment from Landlord in accordance with this Section 15.2 shall survive the termination of this Lease with respect to the Premises.

### **Section 15.3 Legal Costs and Attorney's Fees**

All parties shall be responsible for their own legal costs, 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 Lease or in any way arising out of this Lease.

### **Section 15.4 Waiver of Defaults**

The waiver by either party of any breach of this Lease shall not be construed as a waiver of any subsequent breach on any duty or covenant imposed by this Lease. No waiver of any provision of this Lease shall be effective unless in writing signed by the party to be charged. No delay in acting with regard to any breach shall be construed as a waiver of such breach.

## **ARTICLE 16 - NOTICES**

### **Section 16.1 Notices**

All notices, demands, requests or other instruments that are required or may be given under this Lease shall be given either in person, by nationally recognized overnight courier or by U.S. mail, postage prepaid, registered or certified, return receipt requested, addressed at the addresses set forth in the Lease Summary. Such addresses may be changed by either party by notice delivered as above provided to the other party. Notice shall be deemed to have been given when actually delivered in person or by public courier, or three (3) days after when mailed, as shown by a postage mailing statement. Tenant shall not be required to send a copy of any notice sent to Landlord to a mortgagee of Landlord.

## **ARTICLE 17 - SURRENDER OF PREMISES**

### **Section 17.1 Surrender**

At the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises, broom clean and in the same condition of repair as maintained by Landlord pursuant to Section 7.2, excepting therefrom any ordinary wear and tear, and any damage from Casualty or condemnation. At such time, Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall, in accordance with Section 8.2, remove all its trade fixtures before surrendering the Premises and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

## **ARTICLE 18 - MISCELLANEOUS PROVISIONS**

### **Section 18.1 No Broker**

Except for agents listed on the Lease Summary, all of whom shall be paid by Landlord (if any), each party represents to the other party that it has incurred no other claims for brokerage commissions or finder's fees in connection with this Lease.

### **Section 18.2 Force Majeure**

Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, lock-outs, embargoes, unavailability of labor or materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control.

### **Section 18.3 Landlord Consent**

Unless otherwise expressly stated herein, whenever Landlord's consent is required under this Lease, such consent shall not be unreasonably withheld, qualified or delayed.

**Section 18.4 Holding Over**

Any holding over after the expiration of the Term with the consent of Landlord shall be construed to be a month-to-month tenancy terminable by either party upon thirty (30) days' notice but otherwise subject to the terms of this Lease. If Tenant holds over without Landlord's consent, such tenancy shall be construed as a tenancy at sufferance and Tenant shall pay as holdover rent an amount equal to 1.35 times the rent payable during the last month of the Term, prorated for each day that Tenant fails to surrender possession of the Premises to Landlord.

**Section 18.5 Recording**

Neither Landlord nor Tenant shall record this Lease without the prior written consent of the other party. Each party hereto agrees that, upon the request of, and at the expense of, the requesting party, the other party will execute a short form or memorandum of lease in recordable form.

**Section 18.6 Entire Agreement**

This Lease and all exhibits and attachments attached hereto, together with FSU ITN 6463-A, and Landlord's Response thereto (both of which are incorporated herein by the reference), set forth the entire agreement between the parties pertaining to the subject matter herein, superseding all prior agreements or understandings, and there are no other agreements, expressed or implied, oral or written, relating to the subject matter hereof, except as herein set forth. This Lease may not be amended, altered or changed except in writing executed by both parties.

**Section 18.7 Captions**

The captions, section numbers, and article numbers appearing in this Lease are inserted only for the convenience of the parties and shall not in any way affect the meaning or intent of any portion of this Lease.

**Section 18.8 Partial Invalidity and Construction**

The sections of this Lease are intended to be severable. If any section or provision of this Lease shall be held to be unenforceable by any court of competent jurisdiction, this Lease shall be construed as though such section had not been included in it. If any section or provision of the Lease shall be subject to two constructions, one of which would render such section or provision invalid, then such section shall be given that construction which would render it valid. The parties hereby agree this Lease shall not be construed more strongly against any party, regardless of who is responsible for its initial preparation as it is the final product of both party's efforts after having had an opportunity to review and comment.

**Section 18.9 Successors**

The provisions of this Lease shall be binding upon the respective parties hereto and their respective heirs, administrators, successors and assigns, provided that this provision shall not be deemed the consent by Landlord to any subletting or assignment by the Tenant except as expressly permitted herein.

**Section 18.10 Hazardous Substances**

Landlord represents and warrants to Tenant, to the best of Landlord's knowledge, the Property is free and clear of all "contaminants," "hazardous substances," and "pollutants" as those terms are defined in §376.301, Florida Statutes. Tenant shall not be responsible for any "Hazardous Substances" (as hereinafter defined) located on the Property at the time Landlord delivers possession of the Premises to Tenant (the "Pre-existing Conditions"). Tenant shall not use, generate, store, or dispose of Hazardous Substances on the Premises except those customarily utilized in connection with Tenant's operations. Such Hazardous Substances shall be used,



generated, stored and disposed of in accordance with applicable laws. For the purposes of this Lease, “Hazardous Substances” means any hazardous or toxic substance, chemical, material, or waste of any kind, petroleum, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws, and including but not limited to asbestos, lead based paint, radioactive and petroleum-related products. “Environmental Laws” shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations, agency orders or other governmental restrictions. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Landlord shall release, indemnify, defend, save and hold harmless Tenant from and against, and pay, reimburse and fully compensate as the primary obligor Tenant for, any and all claims, suits, judgments, loss, costs, damage, and liability of any kind which may be incurred by Tenant, including but not limited to Tenant’s reasonable attorney’s fees and costs, which arise directly, indirectly or proximately as a result of any Pre-existing Conditions or other disposal of any Hazardous Substances on the Property which (i) occurs after the Effective Date, and (ii) is caused by Landlord, its agents, licensees, invitees, subcontractors or employees with respect to the Property.

**Section 18.11 No Option**

The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and the Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

**Section 18.12 Compliance**

Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the provisions hereof in full compliance with applicable federal, state and local law.

**Section 18.13 Radon Gas Statutory Notice**

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

**Section 18.14 Public Entity; Liability; Sovereign Immunity**

In recognition that Tenant is a public body corporate of the State of Florida, Landlord and Tenant agree that nothing contained herein shall be construed or interpreted as (i) denying Tenant any remedy or defense available under the laws of the State of Florida; (ii) the consent of Tenant or the State of Florida or their agents and agencies to be sued; (iii) an indemnity from Tenant or the State of Florida, or (iv) a waiver of either Tenant’s or the State of Florida’s sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*.

**Section 18.15 Termination for Lack of State Funding**

In accordance with applicable Florida law, regulations, and section 255.2502, *Florida Statutes*, Tenant’s performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Florida Legislature. In the event the Florida Legislature does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease without penalty upon written notice to Landlord. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

**Section 18.16 Termination for Relocation to State-Owned Building**

In accordance with applicable Florida law, regulations, and section 255.249, *Florida Statutes*, Tenant shall have the right to terminate this Lease, without penalty, in the event a University-owned or State-owned building becomes available to Tenant for occupancy during the Term of said Lease for the purposes of which this space is being used in the county within which the Premises are located, upon giving six (6) months advance written notice to the Landlord by Certified Mail, Return Receipt Requested. This Lease shall then cease, terminate and come to an end as if the date for such termination were originally fixed by this Lease for its expiration.

**Section 18.17 Public Records**

This Lease is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this Lease or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, *Florida Statutes*. Tenant may unilaterally terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this Lease.

**Section 18.18 Sexual Harassment Policy**

Landlord, including its officers, agents and employees, in conjunction with this Lease, agrees to abide by and comply with all provisions of the FSU Sexual Harassment Policy, dated July 1, 1998, and any revisions. Any violation of the provisions of the FSU Sexual Harassment Policy by Landlord, its officers, agents and employees, in conjunction with this Lease, shall be grounds for unilateral termination of this agreement, for cause, by Tenant.

**Section 18.19 Non-Discrimination and Equal Opportunity**

In connection with the performance of the Lease, the parties shall not discriminate against employees or applicants for employment because of race, creed, religion, color, ethnicity, sex, sexual orientation, marital status, veteran status, disability, age or national origin or any other protected group status.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**Section 18.20 Governing Law**

This Lease and all transactions governed by this Lease, or any claims or disputes arising therefrom, shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflicts of laws, and for any such claim or dispute the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Leon County, Florida, and the parties specifically waive any other jurisdiction and venue.

**Section 18.21 No Third-Party Beneficiaries**

Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

**Section 18.22 Ratification**

NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THIS LEASE SHALL NOT BE A VALID, BINDING AND ENFORCEABLE OBLIGATION OF TENANT UNLESS AND UNTIL SUCH LEASE IS RATIFIED BY THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES at a duly noticed public meeting scheduled for February 24, 2023 (the “**Ratification Date**”). If this Lease is not ratified by Tenant’s Board of Trustees on the Ratification Date, then Tenant may terminate this Lease without penalty and be relieved of all responsibility and obligation hereunder contingent upon Tenant reimbursing Landlord for all reasonable documented costs actually incurred by Landlord between the Effective Date and the Ratification Date. Tenant will make such payment within thirty (30) days of the Ratification Date if so terminated.

**Section 18.23 Exhibits and Attachments**

Any and all additional terms, covenants, or conditions appearing on exhibits or attachments attached hereto shall be deemed a part hereof and are hereby incorporated by this reference, and the parties shall complete them as required by their terms. The following exhibits are attached to this Lease:

Exhibit A – Description of the Property	Exhibit E – Certificate of Exemption
Exhibit B – Leasehold Improvements	Exhibit F – Form of Lease Statement Estoppel
Exhibit C – Buildout Allowance/Costs	Exhibit G – Landlord Disclosure Statement
Exhibit D – Lease Commencement Agreement	Exhibit H – Landlord Vendor Setup Forms
	Exhibit I - Air Quality Addendum

Landlord’s failure to submit these necessary forms may result in a delay to the execution of this Lease, a delay in the payment of Rent, or potentially in the termination of this Lease by Tenant.

**Section 18.24 Counterparts**

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease, in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

**LANDLORD:**

NORTHSTAR CHURCH, INC.,  
a Florida not for profit corporation

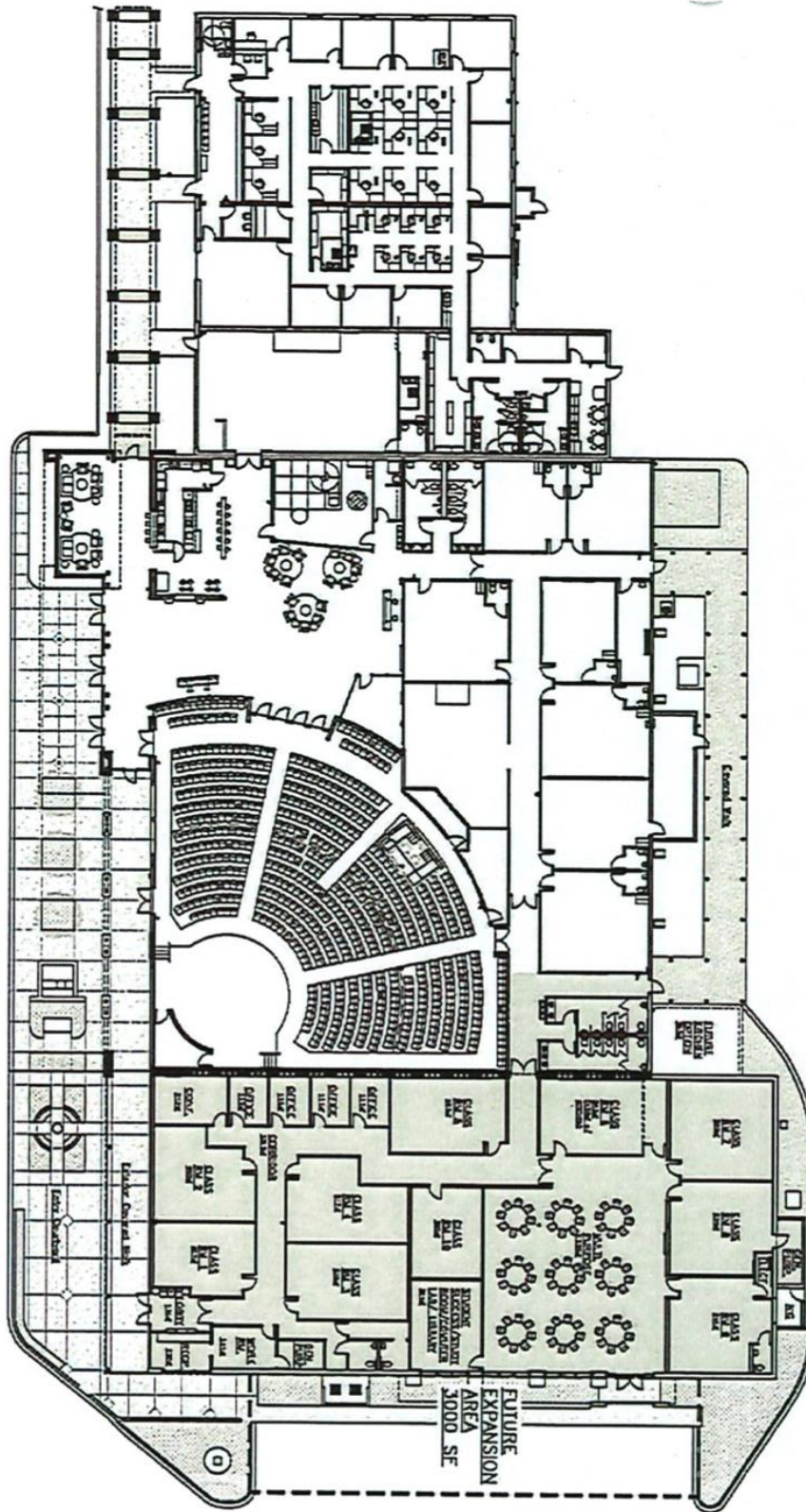
**TENANT:**

THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES, a public body corporate

By: \_\_\_\_\_  
Thomas Martin, Jr.  
As its President

By: \_\_\_\_\_  
Kyle Clark  
As its Senior Vice President  
of Finance and Administration

**Exhibit A**  
**PREMISES**



## Exhibit B LEASEHOLD IMPROVEMENTS

### FLAGALA Design Build, Inc.

2020 Watkins Avenue  
 Panama City, Florida 32407  
 850.236.7000

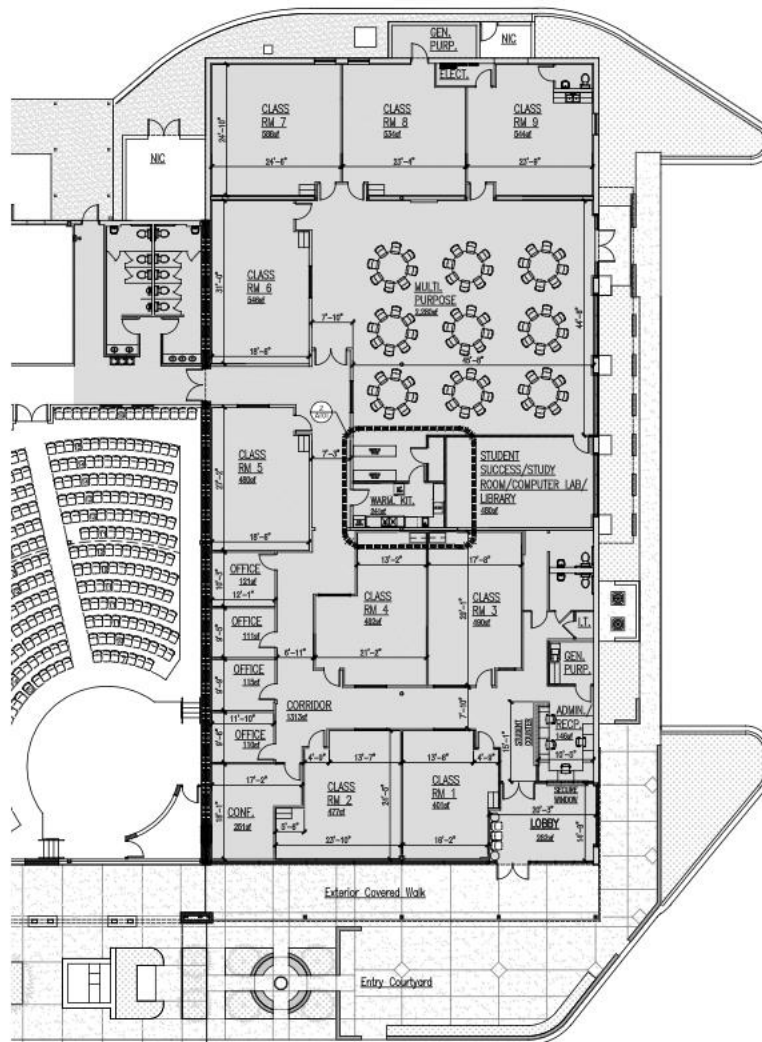
Schedule: **SOV-3**  
 Date: 1/24/2023  
 Project Name: FSU Panama City Collegiate High School  
 Project #: 22101  
 Cost Per Sqft. \$ 73.73  
 Bldg. Construction Area 12,306  
 Construction Total: \$ 907,295  
 A&E Total: \$ 58,974

Control Estimate - SOV

DIV. #	Description of Work	Project Total
<b>1</b>	<b>Exterior Hardscape</b>	
	1.1 Fencing - 6' tall chainlink from gate to gate on north property line	14,555.04
	1.2 Fencing - Northeast (swing) and Northwest (cantilever) Gates	15,657.60
	1.3 Entry Courtyard - Concrete walks	30,367.92
	1.4 Entry Courtyard & East Window - Split Face CMU barrier wall (50) - 5.5" pipe bollards \$21,529 / Decorative pipe bollards \$33,402	32,466.03
	<b>\$</b>	<b>93,046.59</b>
<b>2</b>	<b>Exterior Landscaping</b>	
	2.1 Plants & Ground Cover	15,657.60
	2.2 Irrigation	5,219.20
	<b>\$</b>	<b>20,876.80</b>
<b>3</b>	<b>Exterior Building</b>	
	3.1 Impact Film - Glass surface area	7,176.40
	3.2 Impact Film - Frame reinforcement	1,240.86
	3.3 Exterior Glass Door	25,497.10
	3.4 (3) Large Windows	72,056.28
	3.5 (3) North Classroom Windows 4' x 2'-8"	22,899.24
	3.6 Awning - 72" projection - 67' long - 402 sf	61,013.75
	3.7 Signage - Large Sign facing South, Smaller facing East	27,400.80
	3.8 Awning Lighting	3,392.48
	<b>\$</b>	<b>220,676.91</b>
<b>4</b>	<b>Interior Building</b>	
	4.1 New Paint - Scuff-X (1) coat primer (2) finish coats	46,452.55
	4.2 New Flooring - Base on LVT and new base throughout	78,066.31
	4.3 Private Bathrooms Renovation	17,614.80
	4.4 Gang Bathrooms Renovation <b>None</b>	-
	4.5 Ceiling Tile Replacement	26,571.96
	4.6 LED Light Conversions	16,346.53
	4.7 5 Interior Fans (UV Filters)	18,580.35
	4.8 Conference Room Expansion - Existing is 212 sf	6,614.03
	4.9 Work Room Addition - 67 sf	10,276.60
	4.10 Secured Reception / Lobby - 482 sf	53,770.81
	4.11 Computer Lab - 470 sf	40,523.17
	4.12 IT Room with Dedicated Air Conditioning - 17 sf	12,503.90
	4.13 (2) HVAC Replacement Units	39,144.00
	4.14 Classroom Base & Wall Cabinets - 36"	7,567.84
	4.15 Classroom Sink, Base & Wall Cabinets - 60"	2,544.36
	4.16 Interior Door / Room Signage	3,392.48
	4.17 (8) Interior Classroom to Corridor Windows 6' x 2'	29,331.90
	4.18 Existing Interior Doors, Hardware, Lite Kits	15,392.73
	4.19 Retractable power supply in Multipurpose	5,401.87
	<b>\$</b>	<b>430,096.21</b>
<b>5</b>	<b>Warming Kitchen &amp; Serving Line</b>	
	5.1 Warming Kitchen addition & cabinets - 305 sf	60,991.57
	5.3 Equipment	11,556.61
	<b>\$</b>	<b>72,548.18</b>
<b>6</b>	<b>Electronic Security &amp; Communications</b>	
	6.1 Data Cabling	18,363.76
	6.2 Access Control - (4) Doors	21,921.94
	6.3 Surveillance Cameras - Hardware & Install	8,757.82
	6.3 Intercom System - Hardware & Install	21,007.28
	<b>\$</b>	<b>70,050.80</b>
<b>Construction Total</b>		<b>907,295</b>
<b>7</b>	<b>A&amp;E Fees</b>	<b>\$ 58,974</b>
<b>Total Leaseholder Improvements (including 50% A/E)</b>		<b>299,450</b>
<b>Total Buildout Allowance (including 50% A/E)</b>		<b>656,819</b>
<b>Project Total</b>		<b>956,270</b>

**PRELIMINARY SPECIFICATIONS / PREMISES FLOOR PLAN**

Except where specifically noted as a responsibility of Tenant to provide or install, Landlord shall be responsible for construction of the Premises in accordance with the final plans and specifications which shall be pre-approved by Tenant and shall include, but not be limited to, those items specified in this Exhibit B and shown on Exhibit A. Reservation of the right of Tenant to select or coordinate certain items is not intended to designate those items as the responsibility of Tenant. There will be no additional charge to Tenant for construction/improvements to the Premises, other than the Rent amount specified in the Lease Provisions.



1 FLOOR PLAN  
3/32" = 1'-0"

**Exhibit C**

**LEASEHOLD IMPROVEMENT ALLOWANCE**

The Leasehold Improvement Allowance required to make ready the Premises include all items listed in Exhibit B attached with an estimated cost not to exceed \$675,000. In the event a change in scope or other circumstance results in an improvement cost over \$675,000, the Landlord shall notify Tenant and provide adequate details to justify the increased cost. Tenant shall have the right to (a) pay the overage directly to Landlord, or (b) cooperate with Landlord to have the rental rate adjusted to encompass the additional improvement expense.

**Exhibit D**

**LEASE COMMENCEMENT AGREEMENT**  
(if applicable)

With respect to that certain lease dated \_\_\_\_\_, 20\_\_ (“Lease”) between \_\_\_\_\_ (“Landlord”) and The Florida State University Board of Trustees (“Tenant”).

Pursuant to the provisions of the Lease, Landlord and Tenant hereby agree as follows:

The initial term of the Lease commenced on \_\_\_\_\_, 20\_\_ and shall terminate on \_\_\_\_\_, \_\_\_\_\_, unless sooner terminated or extended as therein provided.

Rent commenced on \_\_\_\_\_, 20\_\_ (the “**Commencement Date**”).

Except for latent defects and other defects of which Tenant has notified Landlord, to the best of their knowledge, Landlord and Tenant agree that, as of and through the date hereof, the parties have fully complied with and performed each and every of their respective obligations as set forth in the Lease.

Pursuant to Section 1.4(d) of the Lease, Landlord and Tenant agree the initial value of the Leasehold Improvements as of this Commencement Date is \$\_\_\_\_\_.

In witness whereof, the parties have executed and delivered this supplement to the Lease as of dates below.

LANDLORD:

TENANT:

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

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

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

Name: Kyle Clark

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

Title: Vice President, Finance and Administration

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

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



**Exhibit E**  
**CERTIFICATE OF EXEMPTION**

0000008 10/08/14



**Consumer's Certificate of Exemption**

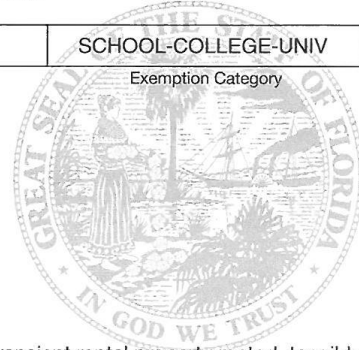
DR-14  
 R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012584914C-7	11/30/2014	11/30/2019	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE FLORIDA STATE UNIVERSITY  
 A2200 UNIVERSITY CENTER  
 TALLAHASSEE FL 32306-2390



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



**Important Information for Exempt Organizations**

DR-14  
 R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**Exhibit F**

**FORM OF LEASE STATEMENT**

**ESTOPPEL CERTIFICATE**

THIS ESTOPPEL CERTIFICATE (hereinafter referred to as "Certificate") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, which is vested with the government, control and management of The Florida State University (hereinafter referred to as "Tenant").

**WITNESSETH:**

WHEREAS, Tenant and \_\_\_\_\_ (hereinafter the "Landlord") entered into a certain Lease Agreement dated as of \_\_\_\_\_, 20 \_\_\_, for the Tenant's use and occupancy of certain properties at \_\_\_\_\_, \_\_\_\_\_, Florida, as such properties are described in the Lease Agreement, such use and occupancy to be for the period of time and in accordance with the terms and conditions set out in the Lease Agreement.

NOW, THEREFORE, for the benefit of the Landlord, the Tenant does hereby acknowledge:

1. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, the Landlord has performed its obligations due and required under the Lease Agreement and the Lease Agreement is in good standing, full force and effect and not in default.
2. To Tenant's actual knowledge, with no duty of inquiry, as of the date hereof, Tenant is not past due on payments to Landlord and attributable to the Lease Agreement identified above.
3. That the Lease Agreement covers the certain property at \_\_\_\_\_, \_\_\_\_\_, Florida, as is more specifically identified in the Lease Agreement.

This Certificate shall be interpreted in accordance with, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, Tenant has caused this Certificate to be properly signed and sealed the day and date first set out above.

WITNESS:

**THE FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES**

X \_\_\_\_\_

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

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

**Exhibit G**

**DISCLOSURE STATEMENT**

**Purpose:**

This form is used to collect the information required pursuant to subsections 255.249(9)(g), 255.249(9)(h), 255.01, and 286.23, Florida Statutes.

**1. Ownership** – Indicate the type of ownership of the facility in which this lease exists.

- a.  **Publicly Owned Facility**
- b.  **Privately Owned Facility**

**Individually Held**                       **Entity held (e.g. corporate, LLC, etc.)**

- c. **Name of titleholder:** \_\_\_\_\_  
**Titleholder FEIN or SSN:** \_\_\_\_\_  
**Name of Facility:** \_\_\_\_\_  
**Facility Street Address:** \_\_\_\_\_  
**Facility City, State, Zip Code:** \_\_\_\_\_

**2. Disclosure Requirements** –

- a. Does a corporation registered with the Securities and Exchange Commission and/or registered pursuant to chapter 517, Florida Statutes, own the facility listed above?  

Yes                       No

**If “Yes”, please proceed to section 4.**

- b. Does any party have a 4% or greater ownership interest in the facility or the entity holding title to the facility?  

Yes                       No

**If “Yes”, please proceed to 2.c.**

- c. Does any public official, agent, or employee hold any ownership interest in the facility or entity holding title to the facility?  

Yes                       No

**If “Yes”, please proceed to 2.d.**

- d. Is the facility listed above financed with any type of local government obligations?  

Yes                       No

**If “Yes”, please stop and immediately contact the Tenant’s lease agent.**

3. **Ownership Disclosure List** (additional pages may be attached if necessary)  
The following is a list of every “person” (as defined by section 1.01(3), Florida Statutes, holding 4% or more of the beneficial interest in the property (the facility or entity owing facility)

NAME                                      Agency (if applicable)                                      Extent of Interest (Percent)(%)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The equity of all other holding interest in the above named facility totals: \_\_\_\_\_

4. **Signatures**

This affidavit is given in compliance with the provisions of Sections 286.23 and 255.249, Florida Statutes. By signing this form, the undersigned acknowledges that the information provided is true and complete, to the best of their knowledge.

AND FURTHER AFFIANT SAYETH NOT.

**AFFIANT**

\_\_\_\_\_  
Signature

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

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_ day of \_\_\_\_\_, 201\_\_,  
by \_\_\_\_\_ . Such person(s)  
(Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

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

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission No.:

Commission Expires:

**Exhibit H**  
**LANDLORD VENDOR SETUP FORMS**  
**(next three pages)**



Florida State University  
Substitute IRS Form W-9 and Vendor Authentication

Payables and Disbursement Services  
5607 University Center A  
Tallahassee, FL 32306-2391  
Ph: (850) 644-5021 Fax: (850) 644-8137  
[accountspayable@admin.fsu.edu](mailto:accountspayable@admin.fsu.edu)

For the protection of confidential information, please mail or fax the completed form to:  
Payables and Disbursement Services  
5607 University Center A  
Tallahassee, FL 32306-2391  
Fax: (850) 644-8137

**General Instructions and Information**

- ***This form is intended for Non-P.O. Vendors only. For P.O. Vendors please submit the Vendor Questionnaire Form found here.***
- If you are **not a US Citizen or permanent US Resident**, DO NOT complete this form. Contact FSU's Payroll Services department at (850) 644-3813.
- If you are a **foreign entity**, do not fill out this form. Please refer to the IRS instructions and forms for foreign businesses found [here](#) and submit the correct IRS information. After completion of the required form, send the original, signed document to Payables and Disbursement Services. If you have any questions or concerns when dealing with foreign vendors please contact [accountspayable@admin.fsu.edu](mailto:accountspayable@admin.fsu.edu) for assistance.
- **Both pages of vendor application must be completed. Handwritten forms will not be accepted.**
- If the following form is not complete with accurate information, your payments may be subject to 28% federal income tax backup withholding.

Legal Name   
Business Name (if different from above)

**Entity Type**

Please select one of the following entity types. If "Other" is selected, please indicate the type of entity in the space provided.

Individual / Sole Proprietor       Corporation       Tax-Exempt Organization (501-C)  
 Partnership       Limited Liability Company (LLC, LLS or LLD)       Governmental Entity  
 Association / Estate / Trust       Other

**Vendor Contact Information**

Street Address  City  State  Zip   
Main Business Contact  Phone  Fax   
Main Business Contact Email  FSU Dept Contact

**Tax Status and Exemptions**

**Collection and Use of Social Security Numbers** – The request for your SSN or other Taxpayer Identification Number by FSU Finance and Administration is mandated by 26 U.S.C. 6041 and related IRS regulations. If you have questions about the collection and use of Social Security Numbers at FSU, please visit: <http://policies.vpfa.fsu.edu/bmanual/safeguard.html>.

Enter your Taxpayer Identification Number (TIN) in the space provided and indicate if this is a Social Security Number (for individuals) or an Employer Identification Number (for other entities). The TIN and Legal name must match IRS records to avoid the 28% withholding.

Social Security Number       Employer Identification Number      SSN/EIN       DUNS#

**Supplemental Information**

Select the appropriate description of services provided:

Rents or Royalty payments; prizes and awards that are not services, such as winnings on TV or radio shows       Payments to physicians, physicians' corporations, or other supplier of health and medical services  
 Payments for services performed for a trade of business by people not treated as its employees       Gross Payments to Attorneys  
 Clerkship Faculty       Clerkship Director  
 Non-Duty Stipend       Fellowship       Research Participant  
 Other

Substitute IRS Form W-9 and Vendor Authentication

Federal, Small and/or Minority Status Information (Please check all that apply)		
Federal Classification	State of Florida Certified Minority Business Enterprises (CMBE)	
<input type="radio"/> A. Large Business, Non-Minority Owned <input type="radio"/> B. Small Business, FL, Non-Minority Owned <input type="radio"/> C. Small Business, Non-Florida Minority Owned <input type="radio"/> D. Minority Business (Federal SBA Certified 8A Firm) <input type="radio"/> E. Governmental Entity <input type="radio"/> C1. Federal SBA Certified Disadvantaged Business <input type="radio"/> D1. Small Business Federal (Hub Zone Firm) <input type="radio"/> F. Non-Profit Organization <input type="radio"/> G. PRIDE <input type="radio"/> Other	<input type="radio"/> H. African American <input type="radio"/> J. Asian / Hawaiian <input type="radio"/> M. American Woman <input type="radio"/> Not Applicable	<input type="radio"/> I. Hispanic <input type="radio"/> K. Native American <input type="radio"/> W. Service Disabled Veteran (Certified Service Disabled)
(NCMBE) Non-Certified	Non-Profit Organization	
<input type="radio"/> N. African American <input type="radio"/> P. Asian / Hawaiian <input type="radio"/> R. American Woman <input type="radio"/> Not Applicable	<input type="radio"/> O. Hispanic <input type="radio"/> Q. Native American <input type="radio"/> Y. Veteran Owned	<input type="radio"/> S. Minority Board of Directors <input type="radio"/> U. Minority Community Served <input type="radio"/> Not Applicable
<p>A. If you selected a classification that is certified by a Federal or State agency, please supply your certification number(s) and expiration dates for each certification and the agency or agencies name(s) that issued the certification with this application.</p> <p>B. To determine your Federal Small Business Size Standard, please access the US Small Business Administration's website: <a href="http://www.sba.gov/size">www.sba.gov/size</a>.</p> <p>C. To look up your North American Industry Classification System Code (NAICS), please access the US Census Bureau website: <a href="http://www.census.gov/ipeds/www/naics.html">www.census.gov/ipeds/www/naics.html</a>. If you are using Federal Small Business Size Standards and NAICS, please enter the following information:</p>		
Qualifying Number of Employees	OR Annual Amount (\$)	NAICS Code
Standard Industrial Classification (SIC Code):	**If you do not know your industry's SIC Code please visit the U.S. Department of Labor's web site found <a href="#">here</a> .	
Payment Method Information (Please check all that apply)		
<input type="checkbox"/> Check <input type="checkbox"/> Visa Card <input type="checkbox"/> PayMode X <input type="checkbox"/> ePayables <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Other: _____		
Certification		
<p>Under the penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The information supplied herein, including all attachments, is correct to the best of my knowledge, and</li> <li>In doing business with Florida State University, I or my organization is in compliance with Chapter 112, Florida Statutes, conflict of interest, and I have disclosed the name of any FSU employee who owns, directly or indirectly, an interest of 10% or more in the above organization or any of its branches, and</li> <li>My vendor status with Florida State University has no relation with any employment I may have at FSU or I certify I am not an employee of Florida State University, and</li> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. Person, including a U.S. resident alien.</li> </ol>		
Signature of Authorized Person with Vendor _____		Date _____
Name and Title of Authorized Person with Vendor _____		
Telephone Number _____	Email Address _____	
For FSU Internal Use Only		
Vendor ID: _____	Date Entered: _____	Tin Matched? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this vendor and FSU Employee <input type="checkbox"/> Yes <input type="checkbox"/> No	Entered By: _____	Date: _____
<i>*If yes, seek approval from Payroll Services.</i>	Reviewed By: _____	Date: _____
_____ <i>*Payroll Approver's Signature</i>	Date _____	Comments: _____



Office of the University Controller  
Florida State University

Payables and Disbursements  
5607 University Center A  
Tallahassee, FL 32306-2391  
Ph: (850) 644-5021 Fax: (850) 644-8137

### VENDOR DIRECT DEPOSIT AUTHORIZATION

FORM PURPOSE: To start, change or stop direct deposit for vendor payments received from Florida State University. Vendors may deposit to only one checking account. Please fill in all fields, with the exception of the OMNI Vendor #.

Vendor E.I.N	<input type="text"/>	OMNI Vendor # (FSU Use)	<input type="text"/>
Company Name	<input type="text"/>	Daytime Phone Number	<input type="text"/>
Remittance Email:	<input type="text"/>	Remittance Email 2:	<input type="text"/>
(where remittance emails will be sent)		(optional - remittance emails can be sent to multiple addresses)	

Direct Deposit Action (check one) :     Start                       Change                       Stop

(Please be sure to confirm the below information with your Financial Institution)

Checking Account Number	<input type="text"/>	Transit/Routing Number	<input type="text"/>
Name of Financial Institution	<input type="text"/>	Financial Institution Phone #	<input type="text"/>

SPECIAL NOTE: Please make sure your direct deposit has stopped before closing your account. Otherwise, the funds will be returned to FSU and cause a seven to ten-day delay before you receive your payment. Direct deposits take effect immediately, so please ensure your information is correct. FSU is not liable for any incorrect information submitted by the vendor on this form (e.g. account number, routing number, vendor identification number).

I, the undersigned, hereby authorize and request Florida State University to initiate credit entries and, if necessary, a debit entry in accordance with NACHA rules reversing a credit entry made in error, to my account at the above-named financial institution. This direct deposit is to remain in effect until changed by: (a) an officer of the vendor; (b) the vendor's legal representative; (c) the above-named financial institution; or (d) The Florida State University. Any change must be in writing and must be transmitted in a timely manner for any change to take effect. This election will remain in effect until the option is cancelled. The authorized signature below signifies acceptance of the terms and conditions stated above.

Signature : \_\_\_\_\_

Date



**EXHIBIT I**  
**Air Quality Addendum**

Landlord shall agree to the following:

**In the event a suspected air quality problem arises, the Tenant reserves the right to have the indoor air quality tested at its own expense by a Certified Indoor Air Quality Professional (CIAQP); Certified Indoor Environmental Consultant (CIEC); Certified Industrial Hygienist; or Professional Engineer (P .E. ), whose primary business and focus is indoor air quality/environment to determine the cause of the problem. After assessment, if the test results indicate conclusively that a problem exists, the Landlord shall take immediate corrective action to remedy the situation and reimburse the Tenant for the costs of conducting such test(s).**



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES  
*Governance Committee*

# ACTION ITEM III



FLORIDA STATE UNIVERSITY  
BOARD OF TRUSTEES

SELF EVALUATION 2023

- 1. The expectations of individual Board members are clear.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 2. The Board is knowledgeable about Florida's higher education needs.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 3. The Board is knowledgeable about the mission and purpose of the University.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
  
- 4. The Board's actions are aimed at the University's mission and achieving its strategic goals.**
  - Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree

**5. The Board ensures that its mission and goals are sufficiently responsive to current and future higher education and workforce needs.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**6. The Board is familiar with the strategic and accountability plans of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**7. Board members make decisions after thorough discussion and exploration of different perspectives.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**8. The Board effectively evaluates the President.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**9. The Board understands the fiscal conditions of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**10. The Board adheres to a code of ethics.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**11. Board members avoid conflicts of interest and the perception of conflicts of interest.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**12. The Board recognizes the positive accomplishments of the University.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**13. The Board advocates on behalf of the University to state and federal officials.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

**14. New members receive an orientation to the Board and the institution.**

- Strongly Agree
- Agree
- Neither Agree nor Disagree
- Disagree
- Strongly Disagree

- 15. The Board promotes an environment where Board members feel engaged, respected, and empowered to raise issues for discussion.**
- Strongly Agree
  - Agree
  - Neither Agree nor Disagree
  - Disagree
  - Strongly Disagree
- 16. What would you like to see the Board accomplish in the next two years?**
- 17. What change or action would most improve the Board's performance?**
- 18. What do you think the Board does well?**
- 19. What are the areas in which the Board could improve?**
- 20. How might the Board strengthen its relationships with the campus community and University staff?**