
College of Central Florida
Meeting of the District Board of Trustees
Wednesday, August 28, 2019
3:00 p.m.
Ocala Campus
Ocala, FL

A G E N D A

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

RECOGNITION

CONSENT AGENDA

Routine Business

1. Adoption of Minutes
2. Personnel Actions
3. Property Donations/Dispositions

Agreements, Contracts, Leases

4. Health Care Affiliation & Internship Agreements
5. Agreements for Services of International Independent Contractors
6. Appleton Museum of Art Loan Agreements
7. Equipment Lease between Tidewater Equipment Company and College of Central Florida – Renewal
8. Equipment Lease between Usher Land and Timber, Inc. and College of Central Florida
9. Master Workforce Services Contract #PY19-1 between Citrus Levy Marion Regional Workforce Development Board, Inc. d/b/a CareerSource Citrus Levy Marion - Renewal

PRESENTATION

CF Facilities

OTHER BUSINESS

For Approval

- 10. Health Sciences Technology Education Center – Phase 2 Construction GMP
- 11. RFP 19-5 Removal of Disposal of Solid Waste and Recyclables Recommendation for Award
- 12. Anatomage, Inc. Instructional Equipment Single Source Bid Exemption
- 13. Request for State Matching Funds

Acknowledge Receipt

- 14. Financial Information – Monthly Financial Summary Report

For Information Only

- 15. Energy Performance Savings Contractor Service Phase I Agreement between Siemens Industry and the College of Central Florida
- 16. Legislative Priorities

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT’S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Minutes of the June 26, 2019 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: June 21, 2019

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the June 26, 2019 minutes of the meeting of the District Board of Trustees.

RECOMMENDATION/ACTION REQUESTED:

That the Board approve the minutes of the meeting of the District Board of Trustees held June 26, 2019.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, June 26, 2019 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held on the Ocala Campus.

CALL TO ORDER

Members Present: Russell Branson, Chair
Joyce Brancato, Vice Chair
Bill Edgar
Bobby Durrance
James D. Henningsen, Board Secretary
Robert Batsel, College Attorney

PRESENT

Members Absent: None

ABSENT

Lois Brauckmuller, Berry Davis, Danielle Doty, Christopher Knife, Vernon Lawter, Jessica Kummerle, Joe Mazur, Robert Reynolds, Mark Paugh, Jillian Ramsammy, Saul Reyes, Tommy Morelock, Jennifer Fryns, Holly McGlashan, Cindi Morrison, Dawn Gonsalves, Katie Hunt, Crystal Stone, Matt Matthews, Steve Ash, Patrick Hoffman, Yvonda Wilkerson, Alison Stone, Heather Whitston, Avis Marie Craig, Bobby Winsler and Sherri Hinkle

OTHERS IN ATTENDANCE

The Chair reported that the meeting had been properly noticed, the agenda was available one week prior to the meeting and there was a quorum present.

Dr. Henningsen recognized former trustees Avis Marie Craig and Bobby Winsler for attending the meeting. Also recognized was retiring Appleton Museum Director Cindi Morrison. Dr. Henningsen thanked her for her service to and work with the museum.

RECOGNITION

The Chair asked if there was anyone in the audience that wished to address the Board. As there were no requests for public comment, the Chair moved to the next item on the agenda.

PUBLIC COMMENT

The Chair presented the Consent Agenda for approval, which included the following items:

CONSENT AGENDA

The minutes of the May 29, 2019 District Board of Trustees meeting.

Minutes

Recommend Board approval of the following:

Personnel Report

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

- Diaz, Joanne N. – Instructional Designer – E-Learning – May 16, 2019
- Glaspie IV, Henry W. – Associate Vice President – Information Technology – Extension of Temporary Appointment – July 1, 2019
- Pfeiffer, Victoria FA – Groundskeeper – Facilities – June 3, 2019
- Piper, Chase D. – Trades Specialist – Electrician – Trainee – Facilities – June 3, 2019

Grants and Contracts – Fund 2:

Cardona, Maribel – Graphic Design and Website Coordinator – Appleton Museum of Art – June 17, 2019

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

None this reporting period.

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term-by-term basis as needed:

Knapp, Nathan SM Ramirez, Manuela P. Weldon, Joanne A.
McChesney, Jeremy K.

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Burleson, Benny F. McCarroll, Nicole J. Sowder, Jr, Theodore W.
Hinchman, Samantha R. Rafferty, Christopher B. Spaeth, Shari L.
Horvath, Deborah L. Sheffield, Khristopher D.

Temporary Part -Time Career Service: OPS

Boicelli, Gary A. Holmes, Nicholas J. Matheny, Zoey M.
Baldwin, John AK Lower, Bradley J. Pallotta, KC D.
Edwards, Carlene K.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.46:

Burgos, Joshua B. Eaton, Lauryn-Alexis Pitter, Taylor R.
Gibson, Alivia A. Olivera Betancourt, Alain J.

Notification of engagement in outside employment or extra college activities:

None this reporting period.

Retirements: That the following individual(s) be approved for retirement:

None this reporting period.

Resignations:

Diaz, Joanne N. – E-Learning Specialist – E-Learning – May 15, 2019
McDonald, Eileen K. – Student Activities Coordinator – Citrus Campus – May 31, 2019
Piper, Chase D. – Facilities Worker – Facilities – May 31, 2019
Summers, Regina G. – Educational Advisor – Student Success – June 30, 2019

Terminations.

None this reporting period.

Separation from the College due to end of temporary appointment:

None this reporting period.

Separation from the College due to end of grant funding:

None this reporting period.

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

- Ciepiela, Cory S. – Programmer Analyst I – Information Technology
- Crocker, Jr, Archie O. – Mail Courier – CF Printing & Postal Services

The Board was asked to approve the disposal of 218 items of surplus property valued at \$271,887.61 in accordance with applicable state law, State Board of Education rules, and Board policy.

The President signed five (5) standard International Independent Contractor Agreements as authorized by the District Board of Trustees. The agreements provide representational marketing for recruiting international students to the college. Copies of the agreements are on file in the office of the Vice President, Administration and Finance.

The Board was asked to approve the renewal of an agreement with the Early Learning Coalition of Marion County and the College of Central Florida. This continuation agreement for subsidized child care provides support for certain child care services in accordance with the State of Florida licensing and registration, standards, all applicable local licensing, fire and health standards and the Coalition Child Care Program Assessment. The contract expires June 30, 2020.

The Board was asked to approve the renewal of an agreement with the State of Florida Voluntary Pre-Kindergarten Education Program (VPK). This renewal agreement has been in place for the last 13 school years and the College’s Child Development Center and Lab School desires to be a provider for this program again for 2019-2020.

The Board was asked to approve the renewal of inter-institutional articulation cooperative agreements with private schools that address the use of dual enrollment for high school students and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the secondary school level. The agreement is valid for the 2019-2020 school year.

The Board was asked to approve the renewal of an articulation agreement with the School Board of Marion County that addresses the use of articulated mechanisms for students in certain programs of study to gain real-world training and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the post-secondary school level in Marion County Public Schools. The agreement is valid for the 2019-2020 school year.

The Board was asked to approve the renewal of an inter-institutional articulation cooperative agreement with the School Board of Levy County that addresses the use of dual enrollment for high school students and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the secondary school level. The agreement is valid for the 2019-2020 school year.

The Board was asked to approve the renewal of an inter-institutional articulation cooperative agreement with the School Board of Citrus County that addresses the use of dual enrollment for high school students and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the secondary school level. The agreement is valid for the 2019-2020 school year.

**Property Donations/
Dispositions**

**Agreement for Services of
International Independent
Contractors**

**Early Learning Coalition
of Marion County –
School Readiness Program**

**State of Florida Voluntary
Pre-Kindergarten
Education Program
(VPK) Agreement –
Renewal**

**Private School Inter-
institutional Articulation
Cooperative Agreement
2019-2020 - Renewal**

**School Board of Marion
County – Inter-institutional
Articulation Cooperative
Agreement 2019-2020 –
Renewal**

**School Board of Levy
County – Inter-institutional
Articulation Cooperative
Agreement 2019-2020 –
Renewal**

**School Board of Citrus
County – Inter-institutional
Articulation Cooperative
Agreement 2019-2020 –
Renewal**

The Board was asked to approve the renewal of an articulation agreement with the School Board of Marion County that addresses the use of articulated mechanisms for students in certain programs of study to gain real-world training and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the post-secondary school level in Marion County Public Schools. The agreement is valid for the 2019-2020 school year.

Marion County School Board Articulation Agreement for Internships - Renewal

The Board was asked to approve the renewal of an agreement between the District Board of Trustees of College of Central Florida and the School Board of Levy County to implement the activities associated with the Mid Florida Career Pathway Consortium for the fiscal year starting July 1, 2019 and ending June 30, 2020.

School Board of Levy County – Mid Florida Career Pathway Consortium - Renewal

The Board was asked to approve the renewal of an agreement between the District Board of Trustees of College of Central Florida and the School Board of Citrus County to implement the activities associated with the Mid Florida Career Pathway Consortium for the fiscal year starting July 1, 2019 and ending June 30, 2020.

School Board of Citrus County – Mid Florida Career Pathway Consortium – Renewal

The Board was asked to approve the renewal of an agreement between the District Board of Trustees of College of Central Florida and the School Board of Marion County to implement the activities associated with the Mid Florida Career Pathway Consortium for the fiscal year starting July 1, 2019 and ending June 30, 2020.

School Board of Marion County – Mid Florida Career Pathway Consortium – Renewal

The Board was asked to approve the addendum for the President’s contract for 2019-2020. The contract was reviewed by the college attorney.

President’s Contract Addendum

The Board was asked to approve the contract renewal with the College Attorney. This contract is valid for the period June 1, 2019 thru June 30, 2020.

College Attorney Agreement – Renewal

The Board was asked to approve the recommendation of Xochi Jacques-Smith to the Appleton Museum of Art Advisory Council for a three-year term.

Appointments to the Appleton Museum of Art Advisory Council

Each year an Accountability Report is presented to the Board. This state-generated report compares the College of Central Florida’s performance on various measures with other colleges in the Florida College System. The report is also required by statute to be used in the President’s evaluation.

2018 Accountability Report

Upon a motion by Bill Edgar, seconded by Joyce Brancato and unanimously carried, the Board approved the items on the Consent Agenda. Copies of all materials relating to this portion of the agenda are on file in the President’s office.

Approval of Consent Agenda

Prior to the adoption of the following board policy and pursuant to Florida Statutes, the Chair called a public hearing on the advertised policy and declared the Board to be in recess. There being no one from the public who wished to speak, the public hearing was closed, the regular board meeting was reopened, and Dr. Henningsen asked for approval of the following:

PUBLIC HEARING

Student and Mandatory Fees 2019-2020

Student and Mandatory Fees for 2019-2020

As required by State Board of Education Rules and Florida Statutes 2019-2020, student and mandatory fees additions, changes, and deletions were properly noticed at least 28 days before college administration’s recommendation for approval at the meeting. As there were no questions regarding the fees, upon a motion by Bobby Durrance, seconded by Bill Edgar and unanimously carried, the Board approved the fee schedule.

Policy 3.17 – Public Records

Policy 3.17 – Public Records

College administration recommends technical and clarifying changes to our public records policy. As there were no questions regarding Policy 3.17 – Public Records, upon a motion by Joyce Brancato, seconded by Bill Edgar and unanimously passed, the Board approved Policy 3.17 – Public Records.

OTHER BUSINESS

Mr. Mazur, Vice President of Administration and Finance presented highlights from the Annual Operating Budget for 2019-2020. The District Board of Trustees is required to approve the College's Operating Budget. A report summarizing the budget and focusing on Board-established priorities was made to the Board, and a copy of the proposed budget presented in the format required by the Division of Florida Colleges was available for review. The proposed budget is \$40.7 million. Included in the budget is a one-time, non-recurring payment of 2% plus \$500 to eligible full-time employees and a one-time payment of \$200 to eligible part-time employees. After discussion and upon a motion by Joyce Brancato, seconded by Bill Edgar and unanimously carried, the Board approved the annual operating budget 2019-2020.

Annual Operating Budget 2019-2020

Mr. Mazur, Vice President of Administration and Finance, presented the five-year Capital Improvement Program (CIP) to be submitted to the Division of Florida Colleges. The CIP describes the status of the college's land and facilities and provides information on specific projects for land acquisitions, new construction, renovation, remodeling and general maintenance. Additionally, Mr. Mazur presented the proposed Fund 7 College-Wide Capital Outlay Projects budget for 2018-2019. Upon a motion by Bobby Durrance, seconded by Joyce Brancato and unanimously carried, the Board approved the Capital Improvement Program and Fund 7 College-Wide Capital Outlay Projects budget 2019-2020.

Capital Improvement Program – FY 2020-21 through FY 2024-25 and Fund 7 College-Wide Capital Outlay Projects Budget – 2019-2020

Mr. Mazur, Vice President of Administration and Finance, presented the 2019-2020 Salary Schedule and Related Personnel Policies which included salary schedules for all groups of employees, Board policies pertinent to employees' salaries and benefits, and information to assist in interpreting and implementing the policies. After discussion and upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously carried, the 2019-2020 Salary Schedule and Related Personnel Policies were approved. A copy of the document is on file in the President's office.

2019-2020 Salary Schedule and Related Personnel Policies

Mr. Mazur, Vice President of Administration and Finance, presented the Appleton Museum of Art's operating budget for 2019-2020 which was prepared with input from the Appleton Museum of Art's staff. A budget of \$1,850,000 is proposed for the coming year. After discussion and upon a motion of Ms. Brancato, seconded by Bill Edgar and unanimously carried, the Board approved the Appleton Museum of Art operating budget for 2019-2020.

Appleton Museum of Art Operating Budget for 2019-2020

The College rents facilities and grounds to various entities throughout the year. Areas available for rent include the Appleton Museum of Art, Citrus Campus Conference Center, Klein Conference Center, Levy Campus Conference Center, Webber Center, the Vintage Farm the gymnasium, the Fine Arts auditorium, outside areas, and certain classrooms, and/or conference/seminar rooms at the Hampton Center and the Ocala, Citrus, and Levy campuses. The rates and regulations will be effective July 1, 2019. After discussion and upon the motion of Bobby Durrance, seconded by Bill Edgar and unanimously carried, the Board approved the rental fees, guidelines, and conditions incorporated within the Guidelines for Base Fee Facilities Rentals 2019-2020.

Guidelines for Base Fee Facilities Rentals 2018-19

Mr. Mazur, Vice President of Administration and Finance, presented the Agreement with Siemens Industry, Inc. which is part of the Health Science Technology Center site demolition infrastructure upgrades for materials and labor to relocate HVAC systems for Buildings 16 and 19 in preparation of the West campus demolition. The college will receive preferential pricing by utilizing Siemens Industry, Inc. services under the current Florida Department of Management Services contract award number DMS-14/15-003C-02. The total project cost under the state contract is \$379,285.00. After discussion and upon the motion of Bill Edgar, seconded by Joyce Brancato and unanimously carried, the Board approved the Agreement with Siemens Industry, Inc.

Agreement with Siemens Industry

The Board was asked to approve the RFP 19-2 Custodial Services Recommendation for Award to Owens Realty Services. Upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approves and authorizes the President or his designee to negotiate and sign the agreement on behalf of the College.

RFP 19-2 Custodial Services Recommendation for Award

The Board was asked to approve the ITB 18-1 Beverage Services Recommendation for Award to PEPSICO, Pepsico Beverages Company. Upon a motion by Joyce Brancato, seconded by Bobby Durrance and unanimously passed, the Board approves and authorizes the President or his designee to negotiate and sign the agreement on behalf of the College.

ITB 18-1 Beverage Services Recommendation for Award

As authorized by the State Board of Education Rule 6A-14.078, Mr. Mazur, Vice President of Administration and Finance presented a report of 2018-2019 account write offs in the amount of **\$180,736.48**, which is 2.61% of the related revenue for the fiscal year. The increase in write-offs is due to clean up of prior year delinquent student accounts. Upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously carried, the Board approved the account write-offs for fiscal year 2018-2019.

Write-offs for Fiscal Year 2018-2019

The Board was asked to approve a schedule of meeting dates for the coming year, with all meetings to be held on Wednesday. The dates are: August 28, September 25, October 30 and December 4, 2018 and January 22, February 26, March 25, April 22, May 27 and June 24, 2019. Upon a motion by Joyce Brancato, seconded by Bill Edgar and unanimously carried, the Board approved the schedule of meeting dates for 2018-19.

Board Calendar for 2019-2020

ACKNOWLEDGE RECEIPT

Mr. Mazur, Vice President of Administration and Finance reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the periods ended May 31 for the comparative fiscal years 2017-2018 and 2018-2019. The report included information about general college operations (Fund 1). The Chair acknowledged receipt of the reports on behalf of the Board.

Financial Information – Monthly Financial Summary Report

Christopher Knife, Executive Director, CF Foundation with the support of Dawn Gonsalves, Chief Fiscal Officer of the CF Foundation, reported on the Annual Audit, IRS Form 990, and Direct Support Organization (DSO) checklist for January 1 through December 31, 2018 as prepared by Purvis, Gray & Company. There were no findings and no comments to management in the report. Net assets were over \$93.2 million. The Chair acknowledged receipt of the report on behalf of the Board.

CF Foundation Audit and DSO Checklist – January 1 to December 31, 2018

Chair Branson thanked Dr. Henningsen on behalf of the board for his leadership during challenging times and stated he should receive the same one-time non-recurring payment in the same manner as the other college employees.

BOARD CHAIR/ TRUSTEE COMMENTS

The Chair declared the meeting in recess and asked Dr. Henningsen, as Secretary to the Board, to open the floor for nominations for Chair and Vice Chair for the coming year. Bobby Durrance nominated Joyce Brancato, the current Vice Chair, for the position of Chair for 2019-20. Bill Edgar offered a second with the motion carrying unanimously. Joyce Brancato then nominated Bobby Durrance for the position of Vice Chair, with Bill Edgar offering a second. Motion carried unanimously.

BOARD REORGANIZATION

Each year the Board nominates a member to serve as a representative on the Appleton Cultural Center, Inc. Board for the coming year. Joyce Brancato, the current representative volunteered to serve another term on the ACC, Inc. board, seconded by Rusty Branson and unanimously carried, the Board approved the ACC, Inc. Board representative.

ACC, INC. BOARD REPRESENTATIVE

Each year the Board nominates a member to serve as a representative on the CF Foundation Board for the coming year. Rusty Branson nominated to split the duty for the CF Foundation Board representative between Rusty Branson and Bill Edgar, seconded by Bobby Durrance and unanimously carried, the Board approved the CF Foundation Board representatives.

CF FOUNDATION BOARD REPRESENTATIVE

With Board appointments complete, Chair Branson called the meeting back in session.

PRESIDENT'S REPORT

Citrus Campus Update. Rory Wells, Manager, Instructional Services, Citrus, graduated from the 22-week Leadership Citrus program on June 7. Leadership Citrus is an annual program designed to enhance the leadership potential of individuals living in Citrus County, who are in business, professional and community service activities.

Citrus Campus Update

Health Sciences. Program Manager for the Radiography program, **Michael Fugate**, reported that 100% of graduates from the first class of CF's Radiography program passed the national certification exam on the first attempt.

Health Sciences

In May 2019, the Associate Degree Nursing program was ranked 9th in the state and one of the best in the nation by RNCareers.org.

Fourteen Associate Degree Nursing Faculty attended the Florida Council of Nursing Education Administrator's (FCNEA) annual conference at Polk State College Winter Haven campus on Friday, June 14, 2019. The conference featured nationally renowned keynote speaker **Dr. Tim Bristol** of NurseTim, Inc. who presented a seminar titled, "Multigenerational Students, Civility, Clinical Judgment".

Associate Professor in the Associate Degree Nursing Program, **Deborah Becker**, was selected to be a presenter at the 2019 International Nursing Association for Clinical Simulation and Learning International Conference on June 20, 2019. Ms. Becker co-authored "Finding your way with the INACSL Standards of Best Practice" along with three colleagues from the 2018 National League for Nursing Leadership Development Program for Simulation Educators.

Higher Education Happenings Radio Show. The WOCA Higher Education Happenings radio show on June 27 will focus on Criminal Justice. CF will be represented by **Dr. Mac McIntosh**, Dean of Criminal Justice and Public Service, and **Kat Kelley**, Coordinator of the Criminal Justice Institute. The talk radio show is facilitated by the CF Marketing and Public Relations Department.

Higher Education Happenings Radio Show

Friday Talks Business Advancement Series. The Friday Talks Business Advancement Series on June 28 will feature Human Resources Consultant **Darlene Stuart Goddard** on "How to Train Your Manager." The monthly program is held at the Hampton Center and begins at 8:30 a.m. Friday Talks is facilitated by the CF Marketing and Public Relations department and will continue in 2019-2010.

Friday Talks Business Advancement Series

Promotional Videos. The Marketing and Public Relations team has created a series of 10 promotional videos focusing on affordability, student success, and more. The videos will be used in presentations and advertising, and are also being posted to Facebook. A video featuring a parent's point of view with community member **Carole Savage** debuted June 12 and has reached 2,328 people with 590 engagements.

Promotional Videos

Library: Teresa Faust, Library Director, was elected Chair of the Florida Virtual Campus Members Council on Library Services at the June 10 Learning Resources Standing Committee meeting, during the Council on Instructional Affairs June meeting. She will serve as chair from July 1, 2019 through June 30, 2019.

Library

Foundation Update. The Foundation's annual report, included in the *Summer Connection* magazine, has been added to the website. More than \$1.1 million has been awarded from endowed chairs for 2018-2019 to faculty and staff. A total of 941 STEPS have been awarded since inception and annually 105 will be awarded going forward. Conversations continue with planned and major gift prospective donors on how they can help us transform lives at CF.

Foundation Update

Financial Aid. **Patrick Hoffman**, Director of Financial Aid, attended the Florida Association of Veterans Education Specialists (FAVES) annual conference in St. Pete Beach, June 3 through June 6. School certifying officials and other Veterans Affairs professionals from around the state met in order to receive updates relating to veterans education benefits, attend training sessions and discuss best practices with other school certifying officials and VA professionals.

Financial Aid

Student Life. SAB interviews and selection were completed for the Ocala Campus. Nine new members joined us for an orientation meeting on June 5. They will have their first event together on Monday, July 15. They will host an Ice Cream Social from 12-1 p.m. outside of the Patriot Café. They are:

Student Life

- **Andy Diaz – President**
- **Jamison Stephens – Vice President/Governmental Issues**
- **Jackeira Beard – Secretary**
- **Doriez Goodson – Campus Relations**
- **Megann Clifton – Service Programs**
- **Kervin Scotland – Events Team (Lead)**
- **Edgar Diaz – Events Team**
- **Dominique Gandiongco – Events Team**
- **Danielle Williams – Events Team**

Marjorie McGee, Director, Student Life, and **Mikel James**, Student Activities Coordinator, participated in the FCSSGA Advisors Association Conference June 11-13, hosted by St. Johns River State College. A highlight of this conference was they each received a certificate for participation in a 3-hour “Green Dot Bystander Training.”

Advising. **Debbie Bowe**, Dean of Student Success, reports that the advisors continue to reach out to new, current, and returning students for summer B and fall term registration. In addition to individual appointments, advising has scheduled small group advisement and registration sessions several times a week for new students. **Susan Thomas**, Assistant Director of First Year Success, is leading these small group orientation and registration sessions.

Advising

Educational Opportunity Center (EOC). **Rebecca York**, Citrus Campus EOC Coordinator, attended Community Impact and LEAP Tampa Bay College Access Network with hopes of extending the LEAP Services to the Citrus County area. LEAP Tampa Bay is a network of community partners from education, nonprofits, business and government organizations across Hillsborough and Pinellas counties, helping traditional and non-traditional students complete a degree or workforce credential. (June 10, 2019). **Keith Bracey**, Ocala Campus EOC Coordinator, met with Marion County Literacy Council to discuss the EOC at CF providing assistance to General Educational Development (GED) students. (June 11, 2019). On June 12, **Keith Bracey** and **Dejuan Mills**, Hampton Campus EOC Coordinator, attended the Kid’s Central Independent Living Coordinators meeting to discuss various ways in which the CF-EOC Program could provide post-secondary assistance to Independent Living Program Graduates.

Educational Opportunity Center (EOC)

Enrollment Services/Records. **Dr. Alton Austin**, Director of Enrollment Services, attended the Florida Association of Collegiate Registrars and Admissions Officers (FACRAO) annual conference June 3-6.

Enrollment Services/Records

Admissions/Recruitment. On May 20, staff presented to 60 high school students at First Assembly Christian School’s College and Career Day. On June 10, admissions and EOC met with Kids Central to discuss how we can support and reach their students. We set up 2 application sessions on 6/19/19 & 7/10/19 with 20 students from Kids Central.

Admissions/Recruitment

CF Student Ambassadors for 2019-2020:

Jackson Goldman
Alexandra Farrell
Quontavia Goodwin
Rachel Sigler
Jonathan McFarlane

Christine Vianello

Maureen Anderson, Dean of Enrollment Management, and **Raphel Robinson**, Director of Admissions and Student Recruitment, attended the Jenzabar Annual Meeting (JAM) in San Diego, CA, May 28 - June 1. Jenzabar schools from across the nation came together to share ideas, insight and information about Jenzabar technology to maximize institutional success.

Raphel Robinson attended the Florida Association of Collegiate Registrars and Admissions Officers (FACRAO) annual conference June 3-6.

Appleton Museum of Art Exhibits, Education and Events Update.➤ **Exhibits**

- Through July 7
Familiar Beauty: Drawings by Vicki Jones
Jones' realistic and sometimes surreal works vary in subject matter including landscapes, portraiture, still-lives and architecture.
- Through October 20
Urban Chatter: Sharon Kerry-Harlan
Using thread and sun-baked cloth, "the density of contemporary city living," provides the inspiration for Kerry-Harlan's "Urban Chatter" series. The figures and faces seem to meld abstraction, African sculptures and ritual masks among mid-century urban music references from the Harlem jazz scene.
- *Do Not Bleach: Stephanie Brown*
Through a series of mixed media installations, "Do Not Bleach" expresses and encourages melanin positivity, whether one is dark-skinned, light-skinned, or somewhere in between. The show also features a selfie interactive where visitors are encouraged to try on one of her signature "Do Not Bleach" T-shirts and take a photo.

➤ **Education**

- May 3
First Friday Art Walk
The museum's booth and art making station was visited by more than 115 people.
- *Summer Art Camps and Adult Classes*
The summer schedule of art camps and classes for adults has started. Enrollment is currently at 80% filled.

➤ **Events**

- June 8
Over 120 people attended the Opening Reception and Spoken Word event for *Urban Chatter* and *Do Not Bleach*.

The next meeting will be held *Wednesday, August 28, 2019*, at 3 p.m. at the Ocala Campus.

There being no further business to come before the Board, a motion was made by Joyce Brancato, seconded by Bill Edgar to adjourn the meeting at 3:49 p.m.

Joyce Brancato, Chair

James D. Henningsen, Secretary

Appleton Museum of Art

Next Board Meeting

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

2

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
Director – Human Resources

THROUGH: F. Joseph Mazur III, CPA
Vice President of Administration and Finance

DATE: August 21, 2019

OBJECTIVE AND PERTINENT FACTS:

The College routinely requests that the District Board approves personnel actions.

RECOMMENDATION/ACTION REQUESTED:

That the Board approves the personnel actions as noted in report.

PERSONNEL ACTIONS

FOR THE AUGUST 28, 2019 MEETING

Recommend Board approval of the following:

Full -Time Positions: That the record indicates that the following person(s) were authorized by the President to fill the following full-time position(s) by funding source:

Operating Fund 1:

Applewhite, Novella V. – First Year Success Specialist – Student Success – July 16, 2019
Douglass, Tavis L. – Faculty – Business & Technology – August 16, 2019
Kirby, Kaitlin R. – Student Activities & Outreach Coordinator – Student Activities – Citrus Campus – July 1, 2019
Lee, Wanda F. – Manager – Testing and Assessment – Student Services – June 17, 2019
Lucas, Lauren A. – Temporary Faculty – Associate Degree Nursing – Health Sciences – August 16, 2019
Makoid, Clara E. – Assessment Specialist – Career Assessment Center – August 1, 2019
Martinez, Erika M. – Dual Enrollment Coordinator – Enrollment Management – July 1, 2019
McCadden, Dennine J. – Faculty – Associate Degree Nursing – Health Sciences – August 16, 2019
McGinnes, Rodney S. – Associate Dean – Health Sciences – July 1, 2019
McRae, Karen B. – Faculty – Mathematics – Citrus Campus – August 16, 2019
Montalvo, Emmanuel – Facilities Worker – Facilities – July 16, 2019
Paugh, Joshua J. – Educational Advisor – Student Success – July 16, 2019
Rohrbacher, Anna Caitlin – First Year Success Specialist – Title III – Student Success – August 16, 2019
Wallace, Maraci A. – Academic / Instructional Technology Specialist – Business & Technology – July 16, 2019

Grants and Contracts – Fund 2:

Cooper, Kimberly A. – Transition Specialist / Instructor – Levy Campus – July 16, 2019
Steuber, Jason M. – Director – Appleton Museum of Art – September 16, 2019

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

Student Success Effective August 1, 2019

Hart, Chenita S. – Changed from Assistant Director – Academic Advising to Director-
Academic Advising & First Year Success

Appleton Museum of Art Effective September 1, 2019

Hesse, Jr., Albert J. – Changed from Coordinator – Grounds, Maintenance & Appleton Support to Coordinator – Maintenance – Appleton Museum of Art

Smith, Robert L. – Changed from Trades Worker – Appleton Museum of Art to Trades Specialist – Appleton Museum of Art

Tellez, Jeffrey L. – Changed from Trades Worker – Appleton Museum of Art to Trades Specialist – Appleton Museum of Art

Adjunct Instructors: That the following persons be appointed to teach credit courses on a term-by-term basis as needed:

Adkin, Angie M.

Keene, III, Robert M.

Roe, James R.

Austin, George A.

OMara, Thomas FX

Schaeffer, Kyle J.

Ellers, Adrienne R.

Instructors, Hourly – Non-Credit: That the following persons be appointed to teach non-credit Continuing Education Criminal Justice, Public Service or Corporate Training courses on an as-needed basis:

Buenaventura, Italo F.

Hooker, Diane C.

Rojas, Carmen L.

Dyess, Dana L.

Lucas, Lauren A.

Warren, George T.

Gayheart, Christopher R.

Temporary Part -Time Career Service: OPS

Burdette, Ronald G.

Hernandez, Jailene E.

Norman, Connie S.

Councill, Deborah A.

Holland, Kristen E.

Prather, Carl

Danuff, Mathew C.

Huertas, Julia F.

Shortt, Paul E.

Garcia Erazo, Ibon D.

Keen, Brenda G.

Temporary Part -Time Hourly: That the record indicates that the following persons were authorized by the President to fill temporary positions to be paid an hourly rate of \$8.46:

Kirk, Brandon M.

Pensinger, Madison L.

Rodriguez Melendez, Deborah M.

Notification of engagement in outside employment or extra college activities:

McDonough, Catherine A.

Helsel, Jennifer R.

Retirements: That the following individual(s) be approved for retirement:

None this reporting period.

Resignations:

Albritton, Matthew C. – Faculty – Agribusiness – Business & Technology – August 15, 2019
Applewhite, Novella V. – First Year Success Specialist – Title III – Student Success – July 15, 2019

Glaspie, IV, Henry W. – Associate Vice President – Information Technology – August 15, 2019

Paugh, Joshua J. – First Year Success Specialist – Student Success – July 15, 2019

Smith, Eliza I. – Faculty – Associate Degree Nursing – Health Sciences – August 15, 2019

Stone, Crystal N. – Executive Administrative Assistant – President’s Office – July 18, 2019

Vasquez, Katherine B. – Financial Literacy Specialist – Financial Aid – August 2, 2019

Watson, Lisa M. – Staff Assistant III – Humanities & Social Sciences – September 13, 2019

Terminations:

None this reporting period.

Separation from the College due to end of temporary appointment:

None this reporting period.

Separation from the College due to end of grant funding:

Wallace, Maraci A. – Coordinator – Perkins Professional Development Institute – Business & Technology – July 15, 2019

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

Completion of 90-Day Observation Period: The following employee(s) successfully completed the required 90-day observation period:

Adams, Priscilla A. – Disability Services Assessment and Accommodations Specialist

Wutzler, Mike J. – Accountant III – Financial Operations

COLLEGE OF CENTRAL FLORIDA

3

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Property Donations/Dispositions

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: August 21, 2019

OBJECTIVE AND PERTINENT FACTS:

By law, the Board is required to account for all property. Periodically, donations and dispositions are brought to the Board for recording and, subsequently, entered into our property records as required. This report covers donations and dispositions received by the College. Appropriate letters of appreciation have been or will be sent on behalf of the Trustees.

RECOMMENDATION/ACTION REQUESTED:

DISPOSITIONS

That the District Board of Trustees approves the disposition of all surplus property in accordance with the applicable state law, State Board of Education Rules, and CF Board Rules, including disposition of property, **capitalized** and **not capitalized**, which has been declared surplus. Disposition may include public auction, cannibalization, or other methods as deemed appropriate.

SEE ATTACHED LISTING: 14

Total

\$51,619.85

School Tag #	Description	Dept. Respon.	Acquired Date	Disposal Code	Disposal Date	Acquired Price
0000002505	COMPUTER LAB, TABLES 13 EACH	BT	12/06/1991	PBA		17,745.00
0000005289	ICE MACHINE	BT	05/26/1999	PBA		1,375.00
0000007816	SWITCH, 3550	CS	08/27/2003	PBA		2,236.80
0000008502	PRINTER, LEXMARK T642	CS	08/24/2005	PBA		870.07
0000008657	PLASMA DISPLAY, 61" PIONEER	CS	05/10/2006	PBA		8,595.76
0000008658	PLASMA DISPLAY, 61" PIONEER	CS	05/10/2006	PBA		8,595.77
0000008898	COMPUTER, THINKCENTRE P4 M52	CS	09/20/2006	PBA		778.00
0000009035	SWITCHER, EXTRON	CS	01/24/2007	PBA		1,163.50
0000009054	IP CONTROLLER, EXTRON, IN GANG BOX	CS	01/24/2007	PBA		983.40
0000009374	SWITCHER, EXTRON	CS	07/18/2007	PBA		1,163.50
0000009468	AIRWAY MANAGEMENT TRAINER, LAERDAL	EMS	11/21/2007	PBA		1,309.06
0000009733	AMX MODERA/DOCKING STATION PANEL	CS	07/16/2008	PBA		4,024.00
0000010371	AMX CONTROL PANEL DOCKING STATION	CS	06/16/2010	PBA		1,280.00
0000010413	TREADMILL MACHINE, SOLE F80	CJI	10/16/2010	PBA		1,499.99

=====
14 Records for a Total

51,619.85

COLLEGE OF CENTRAL FLORIDA

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Health Care Affiliation & Internship Agreements

INITIATOR: F. Joseph Mazur III, CPA
Vice President of Administration & Finance

DATE: August 21, 2019

OBJECTIVE AND PERTINENT FACTS:

HEALTH CARE AGENCY AFFILIATION & INTERNSHIP AGREEMENTS

The President or his designee has signed the following Health Care Agency Affiliation and Internship Agreement(s), as authorized by the District Board of Trustees. These agreement(s) provide the facilities necessary for students enrolled in health-related programs at the College of Central Florida to obtain clinical and internship experience. The name of the agency and approval date is noted below:

HEALTH CARE AGENCY	DATE OF SIGNATURE
B Dental Family Dentistry	08/13/19
Chandra Smile Designs	07/24/19
Cypress Cove Care Center, LLC	07/24/19

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the Health Care Affiliation & Internship Agreement(s).

~~~~HEALTH CARE AGENCY AFFILIATION AGREEMENT~~~~

*AGREEMENT* entered into this 1 day of May, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and B DENTAL FAMILY DENTISTRY, hereinafter referred to as the HEALTH CARE AGENCY.

**WITNESSETH:**

**WHEREAS**, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

**WHEREAS**, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
2. Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.

7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$2,000,000/\$5,000,000 per year for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
13. The terms of this agreement shall be for the period May 1, 2019, through April 30, 2020, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party. Current students scheduled or currently participating in clinical rotations at the HEALTH CARE AGENCY will be given the opportunity complete their clinical assignment.
14. The person executing this contract on behalf of the HEALTH CARE AGENCY specifically warrants and represents to the COLLEGE that the person executing this agreement has authority to do so and to legally bind the HEALTH CARE AGENCY in regard to this agreement.
15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.

17. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
18. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

If to College:            Dean, Health Sciences  
                                 College of Central Florida  
                                 3001 SW College Road  
                                 Ocala, FL 34474  
                                 Fax Number: (352) 873-5889

If to Agency:            B Dental Family Dentistry  
                                 Dr. Diego Baratelli  
                                 1601 NE 14<sup>th</sup> Street  
                                 Ocala, FL 34470  
                                 Fax Number: (352) 877-9656

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
  - (b) On the date faxed if by fax, and
  - (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
19. This agreement and all transactions contemplated by this agreement 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.
  20. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
  21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  22. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
26. CONFIDENTIALITY
  - a) The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.
  - b) Although HIPAA excludes volunteers and trainees from the definition of a "business associate", by expressly including them in the definition of a health care provider's "workforce," the parties intend that PHI be protected by COLLEGE OF CENTRAL FLORIDA (CF) faculty and students.
  - c) CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
  - d) CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
  - e) CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
  - f) CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
  - g) CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
  - h) CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
  - i) CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.

- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
  - k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.
27. PUBLIC RECORDS. The Health Care Agency shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Health Care Agency shall:
- a) Keep and maintain public records required by the College to perform the service.
  - b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the College.
  - d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Health Care Agency transfers all public records to the College upon completion of the contract, the Health Care Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Care Agency keeps and maintains public records upon completion of the contract, the Health Care Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the College.

**IF HEALTH CARE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HEALTH CARE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S CUSTODIAN OF RECORDS AT: F. JOSEPH MAZUR III, VICE PRESIDENT OF ADMINISTRATION AND FINANCE, AT (352) 873-5823, [MAZURF@CF.EDU](mailto:MAZURF@CF.EDU) OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.**



The undersigned hereby approve this Affiliation Agreement.

Witnesses:

\_\_\_\_\_  
FIRST WITNESS' SIGNATURE

\_\_\_\_\_  
FIRST WITNESS' PRINTED NAME

\_\_\_\_\_  
SECOND WITNESS' SIGNATURE

\_\_\_\_\_  
SECOND WITNESS' PRINTED NAME

**DISTRICT BOARD OF TRUSTEE OF THE  
COLLEGE OF CENTRAL FLORIDA**

By   
James D. Henningsen, President

Date: 8/3/19

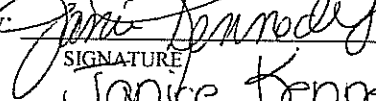
**B DENTAL FAMILY DENTISTRY**

\_\_\_\_\_  
FIRST WITNESS' SIGNATURE

\_\_\_\_\_  
FIRST WITNESS' PRINTED NAME

\_\_\_\_\_  
SECOND WITNESS' SIGNATURE

\_\_\_\_\_  
SECOND WITNESS' PRINTED NAME

By:   
SIGNATURE  
Janice Kennedy  
PRINTED NAME

Title Practice Admin

Date: 6/26/19

## ~~~~HEALTH CARE AGENCY AFFILIATION AGREEMENT~~~~

*AGREEMENT* entered into this 1 day of June, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and CHANDRA SMILE DESIGNS, hereinafter referred to as the HEALTH CARE AGENCY.

### WITNESSETH:

**WHEREAS**, the COLLEGE desires that students enrolled in its health-related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

**WHEREAS**, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the COLLEGE student shall be the only objective of the program. The HEALTH CARE AGENCY retains responsibility for the patient's/client's care.
2. Both parties agree not to discriminate against any student in any manner whatsoever on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.

7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$2,000,000/\$5,000,000 per year for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
13. The terms of this agreement shall be for the period June 1, 2019, through May 31, 2020, and shall automatically renew each year thereafter except that either party may terminate this agreement by giving sixty (60) days written notice (registered mail) to the other party. Current students scheduled or currently participating in clinical rotations at the HEALTH CARE AGENCY will be given the opportunity complete their clinical assignment.
14. The person executing this contract on behalf of the HEALTH CARE AGENCY specifically warrants and represents to the COLLEGE that the person executing this agreement has authority to do so and to legally bind the HEALTH CARE AGENCY in regard to this agreement.
15. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
16. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement or any such amendment, supplement, waiver or modification is sought.

17. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
18. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed to:

If to College:            Dean, Health Sciences  
                                 College of Central Florida  
                                 3001 SW College Road  
                                 Ocala, FL 34474  
                                 Fax Number: (352) 873-5889

If to Agency:            Chandra Smile Designs  
                                 Tina Chandra, DDS, LVIF  
                                 1920 SW 20<sup>th</sup> Place, Suite 202  
                                 Ocala, FL 34471  
                                 Fax Number: \_\_\_\_\_

or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed if by fax, and
- (c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

19. This agreement and all transactions contemplated by this agreement 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.
20. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
21. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

23. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
24. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
25. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
26. CONFIDENTIALITY
  - a) The parties each acknowledge that they are familiar with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) generally and, more specifically, with the HIPAA provisions regarding protected health information (PHI) and the privacy rule.
  - b) Although HIPAA excludes volunteers and trainees from the definition of a "business associate", by expressly including them in the definition of a health care provider's "workforce," the parties intend that PHI be protected by COLLEGE OF CENTRAL FLORIDA (CF) faculty and students.
  - c) CF agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in a clinical experience with HEALTH CARE AGENCY (HCA).
  - d) CF agrees to maintain the confidentiality of any PHI provided to it by HCA in accordance with all applicable Federal, State and local laws and regulations.
  - e) CF represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program that is the subject of the clinical agreement, and HCA relies upon such representation and warranty in providing the PHI.
  - f) CF represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by HCA.
  - g) CF represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to PHI or any element of PHI, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the instructional/clinical program.
  - h) CF agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from HCA, and to prevent individuals not involved in the instructional/clinical program from using or accessing the PHI.
  - i) CF agrees that it will immediately report to HCA any use or disclosure of PHI received from HCA that is not authorized by or otherwise constitutes a violation of this Agreement.

- j) If it becomes necessary for CF to share PHI that has been disclosed to it by HCA with any person or any entity who is not an employee of HCA, then CF agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which HCA is subject under this Agreement with respect to the PHI.
  - k) CF understands that HCA is subject to state and federal laws governing the confidentiality of the PHI. CF agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of HCA.
27. PUBLIC RECORDS. The Health Care Agency shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Health Care Agency shall:
- a) Keep and maintain public records required by the College to perform the service.
  - b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the College.
  - d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Health Care Agency transfers all public records to the College upon completion of the contract, the Health Care Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Care Agency keeps and maintains public records upon completion of the contract, the Health Care Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the College.
  - e)

**IF HEALTH CARE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HEALTH CARE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S CUSTODIAN OF RECORDS AT: F. JOSEPH MAZUR III, VICE PRESIDENT OF ADMINISTRATION AND FINANCE, AT (352) 873-5823, [MAZURF@CF.EDU](mailto:MAZURF@CF.EDU) OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.**

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

Sylvia Thornton  
 FIRST WITNESS' SIGNATURE  
Sylvia Thornton  
 FIRST WITNESS' PRINTED NAME  
Shara M. Miller  
 SECOND WITNESS' SIGNATURE  
Shara M. Miller  
 SECOND WITNESS' PRINTED NAME

DISTRICT BOARD OF TRUSTEE OF THE COLLEGE OF CENTRAL FLORIDA

By Mark Poup for James Henningsen  
James D. Henningsen, President

Date: 7/24/19

\_\_\_\_\_  
 FIRST WITNESS' SIGNATURE  
 \_\_\_\_\_  
 FIRST WITNESS' PRINTED NAME  
 \_\_\_\_\_  
 SECOND WITNESS' SIGNATURE  
 \_\_\_\_\_  
 SECOND WITNESS' PRINTED NAME

CHANDRA SMILE DESIGNS

By: E. Gebrier  
 SIGNATURE  
Elizabeth Gebrier  
 PRINTED NAME

Title Office Manager  
 Date: 7-11-19

## AFFILIATION AGREEMENT FOR THERAPY SERVICES

This Affiliation Agreement (“Agreement”) is made this 5th day of February 2019, by and between **District Board of Trustees of the College of Central Florida**, having offices at 3001 S.W. College Road, Ocala, FL 34474 (“School”) and **Cypress Cove Care Center, LLC**, a Delaware limited liability company, d/b/a Cypress Cove Care Center, having offices at 700 SE 8<sup>th</sup> Avenue, Crystal River, FL 34429 (“Facility”) and **Reliant Pro Rehab, LLC**, a Delaware limited liability company, d/b/a Reliant Rehabilitation, with its principal offices at 5800 Granite Parkway, Suite 1000, Plano, TX 75024 (“Therapy Provider”). Therapy Provider, School and Facility are referred to collectively as the “Parties” and individually as a “Party.”

### RECITALS:

WHEREAS, Facility operates a skilled nursing facility, providing subacute, skilled and custodial services; and

WHEREAS, Therapy Provider is engaged in the business of supplying therapy services to Facility residents as an independent contractor; and

WHEREAS, School provides education to students in the standards of health care delivery through participation in clinical education programs; and

WHEREAS, each of the Parties hereto wish to combine their collective resources for the purpose of implementing a program to provide clinical experience in therapy services (“Program”) for students enrolled at School and receiving clinical training at Facility; and

WHEREAS, it is to the mutual interest and advantage of all Parties hereto to enter into this Affiliation Agreement so that School’s students are given the opportunity and benefit of receiving clinical training in therapy services.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Clinical Education.

- 1.1 Each of the Parties hereto will work together to implement a Program of clinical experience in therapy.
- 1.2 Specific details of the Program and other specific duties and obligation of the Parties, in addition to those set forth in this Agreement, may be contained in an Exhibit(s) attached hereto, which include but are not limited to:
  - a. the number of students participating in the Program;
  - b. the required number of contact hours at Facility;
  - c. the clinical areas to be used by students; and
  - d. the maximum number of excused absences each student may have.
- 1.3 The educational component of the Program shall be under the supervision of School's coordinator. With respect to patient care, students shall in all circumstances follow the directives of Facility and Therapy Provider’s qualified staff.



- 1.4 Students will adhere to the rules and regulations of School, Therapy Provider and Facility, including but not limited to, rules and regulations of Facility's Rehabilitation Department. Facility and Therapy Provider will furnish School with all appropriate rules and regulations in order that this information can be disseminated to Students. Alternatively, Facility and Therapy Provider may conduct an orientation for the students prior to the commencement of their clinical experience.
  - 1.5 Facility and Therapy Provider retain the right to dismiss a student and terminate the student's access to Facility at any time. Unless unusual circumstances occur, including a rule violation leading to unsafe practice or detrimental effect to Facility, its patients, or the students, such dismissal shall not occur without prior consultation with School. A conference between authorized representatives of Facility, Therapy Provider and School shall be held at their earliest convenience to reach a mutual agreement to terminate or allow continued participation in the Program by a student.
  - 1.6 Prior to admission to Facility, students must undergo a background check (including criminal) and drug testing as required under federal and state law. Facility must be provided with written proof of the background checks. In addition, students shall have a physical examination and the physical examination form is to be designed by School and the results retained in the student's academic folder. School will further ensure in advance that all students placed at Facility have evidence that they have received relevant immunizations and a recent tuberculosis test, and have qualifying health status to work directly with patients.
  - 1.7 Students are not considered servants or employees of Facility or Therapy Provider and shall be deemed invitees of Facility during normal affiliation hours.
  - 1.8 Students shall be responsible for their own transportation to and from School and Facility.
  - 1.9 Students may not have access to Facility for reasons other than Program instruction, unless permission has been obtained from appropriate Facility personnel and Facility or Therapy Provider's supervision is present.
  - 1.10 Students must obtain prior written approval of School, Therapy Provider and Facility before publishing any material relating to the Program experience.
2. Engagement: Responsibilities of School.
- 2.1 School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who meet School's, Therapy Provider's and Facility's standards of maturity, health and ability.
  - 2.2 Prior to the start of each student's rotation, School shall provide information to Facility and Therapy Provider relevant to the student's clinical affiliation, including level of training and previous clinical experience.
  - 2.3 School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning the student's participation in the Program.

- 2.4 School shall evaluate each student's clinical practice experience on an ongoing basis in conjunction with the appropriate Facility staff and Therapy Provider.
  - 2.5 School shall provide specific clinical objectives for the student clinical practice experience and work with Facility staff and Therapy Provider to help implement the objectives.
  - 2.6 School shall provide, at its sole expense, a faculty supervisor to be responsible for student instruction at Facility (if applicable).
  - 2.7 School shall provide nametags for each student and faculty member.
3. Responsibilities of Facility.
- 3.1 Facility shall provide and supervise, in conjunction with School's faculty and Therapy Provider, clinical practice experience in accordance with accepted standards of clinical practice in the student's area of study and as mutually agreed upon by the Parties prior to the beginning of each semester.
  - 3.2 Facility shall provide, to the best of its ability and whenever the needs of the Program demand, any specialized item necessary for student safety.
  - 3.3 Facility shall provide students with clerical supplies and any other necessary materials.
  - 3.4 Facility shall notify School immediately of any situation or problem which threatens a student's successful completion of the Program.
  - 3.5 Facility shall provide School with Program information, reports or other data when required for accreditation and/or upon School's request.
  - 3.6 Facility shall provide students and Faculty access to parking and the cafeteria to the extent available.
4. Responsibilities of Therapy Provider.
- 4.1 Therapy Provider shall provide, in conjunction with School's faculty and Facility, clinical practice experience in accordance with accepted standards of clinical practice in the student's area of study and as mutually agreed upon by the Parties prior to the beginning of each semester.
  - 4.2 Therapy Provider is responsible for supervising School's students during their clinical training at Facility.
  - 4.3 Therapy Provider shall coordinate their services with School and Facility's designated representatives as it relates to the educational experience of School's students.
  - 4.4 Therapy Provider shall notify School immediately of any situation or problem, which threatens a student's successful completion of the Program.
  - 4.5 Therapy Provider shall provide School with Program information, reports or other data when required for accreditation and/or upon School's request.

4.6 Therapy Provider shall maintain the confidentiality of all student records produced by it or furnished to it by School, and will not disclose information except as School may request for its own use, as student may direct, or as required by law.

5. Term.

The initial term of this Agreement shall be for a period of one (1) year ("Initial Term"), commencing on the date first above written, unless sooner terminated as provided herein. At the end of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year, unless terminated as provided herein.

6. Termination.

6.1 Optional Termination: Any Party may terminate this Agreement at any time without cause by giving the other Parties at least thirty (30) days prior written notice.

6.2 Termination for Cause: Any Party may terminate this Agreement upon the happening of any of the following:

a. A violation of any material provision of this Agreement by any Party, provided such violation continues for thirty (30) days after receipt of written notice to the violating Party, specifying such violation with particularity.

b. Adjudication of a Party hereto as bankrupt, liquidation for any purpose, or appointment of a receiver to take charge of a Party's affairs, provided each appointment remains undischarged for sixty (60) days.

6.3 Immediate Termination by Facility: Facility may terminate this Agreement immediately by written notice to School and Therapy Provider (such termination to be effective upon the Party's receipt of such notice) upon the occurrence of any of the following events:

a. Failure of School, students or Therapy Provider to abide by Facility's rules and regulations.

b. Failure of School or Therapy Provider to make timely disclosures as required herein.

c. Conduct by students, School, Therapy Provider or their agents/representatives which affects the quality of professional care provided to Facility residents or the performance of duties required hereunder which would, in the fair and reasonable judgment of Facility, be deemed prejudicial to the best interest and welfare of Facility and/or its residents.

d. Breach of the confidentiality provisions herein.

6.4 Effect on Termination: In the event that this Agreement is terminated by any Party, students enrolled at the time of termination will be given the opportunity to complete their clinical education at Facility.

6.5 Cessation of Therapy Services: In the event the Therapy Provider or the Facility terminates the Therapy Services Agreement by and between Therapy Provider and Facility this

Agreement shall terminate effective as of the last date the Therapy Provider provides therapy services at the Facility.

7. Miscellaneous.

- 7.1 This Agreement is intended solely for the mutual benefit of the Parties, and there is no intention, express or otherwise, to create any rights or interest in any other person or entity. In this regard, there is no intention, express or otherwise, to create any third-party beneficiary rights in any of the students or faculty participating in the Program at Facility.
- 7.2 This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement. This Agreement is not exclusive.
- 7.3 Any additional responsibilities, obligations or duties incurred or undertaken by the Parties hereto, in connection with the performance of this Agreement, shall be detailed in writing and attached as an Exhibit to this Agreement.
- 7.4 No Party shall use another Party's name, trademark, service mark, logo or other trade indicia in any advertising, marketing or promotional literature or communication of any kind without the other Party's prior written approval. No Party shall use for its benefit or the benefit of its affiliates any information provided by another Party which is commonly considered to be proprietary.
- 7.5 Facility shall require students and School faculty to sign a Confidentiality Agreement to protect resident information as well as all rehabilitative, operational or marketing information considered proprietary by Facility.
- 7.6 Facility shall have no obligation to pay compensation or to furnish meals to students or School faculty members.
- 7.7 Neither School nor Therapy Provider are joint venturers with Facility in connection with any activity carried on by Facility. Neither School nor Therapy Provider shall have any obligation whatsoever with respect to Facility's debts or liabilities arising out of such activity.

8. Records.

- 8.1 School and Therapy Provider shall keep, maintain and store all medical and financial records relating to its services rendered hereunder in accordance with accepted professional standards and practices, and as may be required by Facility and by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for School and/or Therapy Provider's services are rendered. School and Therapy Provider further agree to make all such records available upon request for inspection or copying by Facility, subject to any federal or state laws relating to confidentiality of such records.
- 8.2 Pursuant to 42 USC §1395(x)(v)(1)(a), until the expiration of four (4) years after the termination of this Agreement, School and/or Therapy Provider shall make available, upon request of the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books,

documents and records as are necessary to certify the nature and extent of the costs of the services provided by School and/or Therapy Provider under this Agreement.

8.3 School and Therapy Provider further agree that in the event School and/or Therapy Provider carry out any of their duties under this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, such contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

8.4 The obligations set forth in this Section shall survive the termination of this Agreement.

9. Independent Contractor.

In the performance of its duties and obligations under this Agreement, it is mutually understood and agreed that the students, Therapy Provider, School and/or Staff shall at all times be acting in the capacity of independent contractor(s). It is expressly agreed by the Parties hereto that no work, act, commission or omission by the students, Therapy Provider, School and/or Staff pursuant to the terms and conditions of this Agreement shall be construed to make or render the students, Therapy Provider, School and/or Staff agents, employees, or partners of Facility. School and Therapy Provider shall pay all compensation, benefits, payroll taxes and worker's compensation for all personnel it furnishes hereunder, and shall hold Facility harmless and free from liability or costs (including attorneys' fees) arising from any claim of or on behalf of any governmental agency or any other entity, or individual alleging that any individual furnished by School or Therapy Provider is an employee of Facility.

10. Confidentiality.

10.1 Facility Information: The Parties recognize and acknowledge that, by virtue of entering into this Agreement, each Party will have access to certain information of the other Parties that is confidential and constitutes valuable, special and unique property of the disclosing Party. Each Party agrees that neither it nor any of its agents or employees will, at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without express prior written consent from the disclosing Party, except pursuant to its duties hereunder, any confidential or proprietary information of the Party, including but not limited to, information which concerns Facility's residents, costs, prices and treatment methods at any time used, developed or made by the receiving Party and which is not otherwise available to the public.

10.2 Terms of this Agreement: Except for disclosure to their legal counsel, accountant, or financial advisors, no Party hereto shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement.

10.3 Resident Information: Neither School, its Students and/or Staff or Therapy Provider or its staff shall disclose any financial or medical information regarding Facility residents to any

third-party, except where permitted or required by law or where such disclosure is expressly approved by Facility and Facility resident in writing. Further, Therapy Provider, School, its Students and its Staff shall comply with Facility's rules, regulations and policies regarding the confidentiality of such information as well as all applicable federal and state laws and regulations.

10.4 The obligations set forth in this Section shall survive the termination of this Agreement.

11. Indemnification.

To the extent authorized by law, School and Therapy Provider shall indemnify, hold harmless and defend Facility, its parent company, affiliates, officers, directors, employees and agents from and against any and all claims, demands, actions, liabilities and expenses (including reasonable attorney's fees) arising out of the acts or omissions of School and/or Therapy Provider and their agents, employees, faculty or students in connection with this Agreement. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in Florida Statute 768.28 (2018), namely \$200,000 per person or \$300,000 per occurrence, and the College will have no further obligation to defend, indemnify, or hold harmless the Facility in the event said limits are paid or otherwise exhausted. Nothing herein is to be considered a waiver of any sovereign immunity defenses under Florida Statute 768.28. This provision shall survive any termination or expiration of this Agreement.

12. Insurance.

School and Therapy Provider shall at all times during the term of this Agreement maintain, at its sole expense, professional liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate. Each Party shall submit to Facility, prior to the commencement of services hereunder, a copy of a policy or certificate of insurance evidencing such insurance. School and Therapy Provider agree to notify Facility immediately of any material change in any insurance policy required to be maintained hereunder.

13. Notices.

All notices hereunder by a Party to the other Parties shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by express delivery services such as Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally, when deposited in the United States Mail, postage prepaid, or when deposited with the mail delivery service, addressed as follows:

If to School:

College of Central Florida  
3001 S.W. College Road  
Ocala, FL 34474  
Attn.: Dean, Health Sciences

If to Therapy Provider:

Reliant Rehabilitation  
5800 Granite Parkway, Suite 1000  
Plano, TX 75024  
Attn: Legal Department

If to Facility:  
Cypress Cove Care Center  
700 SE 8<sup>th</sup> Avenue  
Crystal River, FL 34429  
Attn.: ADRIENNE STRATOR

\*Or to such other persons or places as a Party may from time to time designate by written notice to the other Parties.

14. General Provisions.

- 14.1 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 14.2 Severability. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision.
- 14.3 No Waiver. Any failure of a Party to enforce that Party's rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
- 14.4 Force Majeure. No Party shall be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of a Party.
- 14.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which together constitute only one Agreement.
- 14.6 Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in the city or locality in which Facility is located and in accordance with federal laws and/or the laws of the State in which Facility is located. Any award rendered by the arbitrator shall be final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by the Parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. Arbitration shall be conducted in accordance with the rules of the National Arbitration Forum Code of Procedure or other such association.
- 14.7 Governing Law. This Agreement shall be construed and enforceable in accordance with the laws of the state in which Facility is located, without regard to the conflicts of law provisions of such state.
- 14.8 Civil Rights. School and Therapy Provider shall comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national

origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of the Party's activities.

- 14.9 Assignment; Subcontracting; Binding Effect. School and/or Therapy Provider may not assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.
- 14.10 Entire Agreement; Modification. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended, altered or modified by any Party hereto except by mutual written agreement by all parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 14.11 Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any resident's (or his or her legal representative's) right to complete freedom of choice as to utilization of the services of School, students, Therapy Provider or any other health professional.
- 14.12 HIPAA Obligations. The parties acknowledge and agree that each of them are "Covered Entities" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA"), and are therefore subject to the applicable requirements set forth therein, including, but not limited to: certain limits on uses and disclosures protected health information ("PHI"); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their "business associates," as that term is defined under HIPAA. Each Party hereto further acknowledges that uses and disclosures of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and therefore the Parties are not required to enter into a "business associate" agreement. Notwithstanding the foregoing, each Party hereto shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by that Party and its personnel, including without limitation HIPAA.
- 14.13 PUBLIC RECORDS. The Facility and Therapy Provider shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Facility or Therapy Provider shall:
1. Keep and maintain public records required by the School to perform the service.
  2. Upon request from the School's custodian of public records, provide the School with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School.
4. Upon completion of the contract, transfer, at no cost, to the School all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Facility or Therapy Provider transfers all public records to the School upon completion of the contract, the Facility or Therapy Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Facility or Therapy Provider keeps and maintains public records upon completion of the contract, the Facility or Therapy Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the School.

**IF FACILITY OR THERAPY PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITY OR THERAPY PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL'S CUSTODIAN OF RECORDS AT: F. JOSEPH MAZUR III, VICE PRESIDENT OF ADMINISTRATION AND FINANCE, AT (352) 873-5823, [MAZURF@CF.EDU](mailto:MAZURF@CF.EDU) OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

FACILITY:

Cypress Cove Care Center, LLC,  
d/b/a Cypress Cove Care Center

By: BRET MARTIN

Printed Name: BRET MARTIN

Title: ADMINISTRATOR

SCHOOL:

District Board of Trustees of the  
College of Central Florida

By: Mark Paugh for James Henningsen

Printed Name: MARK PAUGH

Title: VP Academic Affairs

THERAPY PROVIDER:

Reliant Pro Rehab, LLC

By: Austin Lanham

Printed Name: Austin Lanham

Title: General Counsel

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") dated this \_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ ("Effective Date") is hereinafter entered into by \_\_\_\_\_ (Student Name) ("Student" or "Faculty Member").

WHEREAS, Cypress Cove Care Center, LLC, d/b/a Cypress Cove Care Center ("Facility"), District Board of Trustees of the College of Central Florida ("School") and Reliant Pro Rehab, LLC, d/b/a Reliant Rehabilitation ("Therapy Provider") entered into an Affiliation Agreement dated February 5, 2019, whereby students and School faculty members will be participating in an educational program which provides clinical experience in therapy services ("Program") and students will be receiving such clinical training at Facility; and

WHEREAS, in the course of participating in this training, Student/Faculty Member will be exposed to and shall have access to certain confidential/proprietary information of Facility and its patients/residents; and

WHEREAS, Facility desires to ensure the confidentiality of all information and to keep the nature of their discussions confidential.

NOW, THEREFORE, in consideration of the mutual covenants and understandings hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Student/Faculty Member recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Facility hereunder, Student/Faculty Member may have access to certain information of Facility that is confidential and constitutes valuable, special and unique property of Facility. Student/Faculty Member agrees that he/she will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without Facility's express prior written consent, except pursuant to his/her duties hereunder, any confidential or proprietary information of Facility, including, but not limited to, information which concerns Facility's patients, costs, prices and treatment methods at any time used, developed or made by Facility and which is not otherwise available to the public.
2. Student/Faculty Member shall not disclose any patient or medical record information regarding Facility patients to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Facility and patient/resident in writing. Student/Faculty Member shall comply with all federal and state laws and regulations, and all rules, regulations and policies of Facility regarding the confidentiality of such information.
3. Student/Faculty Member hereby acknowledges and understands that Facility and its affiliates have implemented a compliance program governing the conduct of all Facility employees.
4. Student/Faculty Member shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by Student/Faculty Member, including without limitation HIPAA.
5. The obligations set forth in this Confidentiality Agreement shall survive the termination of the Affiliation Agreement and the conclusion of the Program.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

\_\_\_\_\_  
Student/Faculty Member Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**COLLEGE OF CENTRAL FLORIDA**

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Agreement for Services of International Independent Contractors

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

OBJECTIVE AND PERTINENT FACTS:

**INTERNATIONAL INDEPENDENT CONTRACTOR AGREEMENT**

The President or his designee has signed the following standard International Independent Contractor Agreement(s). The agreement(s) provide representational marketing services to be performed on an international basis to recruit students to attend programs of study, to enhance the global diversity of the student body, and to provide for cross-cultural learning opportunities for all students at the College of Central Florida. The name of the agency and approval date is noted below:

| <b>INDEPENDENT CONTRACTOR</b> | <b>DESIGNATED COUNTRY</b> | <b>DATE OF SIGNATURE</b> |
|-------------------------------|---------------------------|--------------------------|
| Overseas Educational Corp     | South Korea               | 07/10/19                 |

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the International Independent Contractor Agreement(s).

AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT  
CONTRACTOR

THIS AGREEMENT, entered into by and between the College of Central Florida District Board of Trustees, a political subdivision of the State of Florida (hereinafter referred to as "College"), principally located at 3001 SW College Road, Ocala, Florida, 34474, USA, and the following Contractor:

(Contractor's Name and Address)

Overseas Educational Corp

302, 829 Nonhyun-ro

Gangnam-gu

Seoul 06032 South Korea

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Republic of Korea (hereinafter referred to as "Designated Country").

**WHEREAS:**

A. The College desires to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.

B. The College designates Contractor as a representative for it in Designated Country for the purposes stated above. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.

C. The College and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to College of Central Florida based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **DUTIES OF THE COLLEGE.** Per this agreement, the College authorizes and appoints

Contractor to act as a representative of College of Central Florida in Designated Country. Contractor will disseminate accurate information to potential students living in Designated Country about the College and Florida and conduct recruitment on its behalf. In order to effectuate the intended results, the College shall perform as follows:

1.1 The College will provide the Contractor with brochures, forms and marketing materials. It will be the College's responsibility to provide information on admissions requirements and procedures as well as anticipated cost of attendance.

1.2 The College will compensate the contractor for each individual student that the contractor has assisted, provided orientation to and recommended for admission if the student (1) is admitted and pays tuition due, (2) enrolls within one year of the recommendation, (3) attends classes for at least thirty-five calendar days from the beginning of the semester, and (4) is neither a citizen of the United States nor holds permanent residency status in the United States, as per payment provisions stipulated in Section 3 of this agreement.

1.3 The College will reimburse the Contractor in a timely manner for students admitted to the College. The College will compensate the contractor for a maximum of three college semesters (Fall, Spring and Summer), provided the student has been in attendance for the number of semester(s) being compensated, paid tuition and fees due for the number of compensated semesters, and the other provisions of this contract have been met. The College is not obligated to the student for any agreements made between the Contractor and the student that are not explicitly written as part of this contract. In no event shall the student be considered a third-party beneficiary to this contract.

1.4 The College will provide the referred students all regular services provided to other international students including orientation, advising and counseling assistance. The College assumes no financial responsibility for students in its programs for any reason.

1.5 In accordance with United States Customs and Immigration Service regulations, the College will issue a Form I-20 only upon receipt of a completed application and verification of financial resources for the duration of the course of study. The College retains all rights pertaining to the admission or non-admission of the applicant.

**2. DUTIES OF THE CONTRACTOR.** The Contractor agrees to conduct student recruitment, marketing and development of educational projects in Designated Country together with the College, as requested by the College. In order to effectuate the intended results, the Contractor shall perform as follows:

2.1 The Contractor agrees that it will submit copies of any and all materials, written or electronically made (such as, but not limited to, videos, tapes, internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative. The College reserves the right to approve all marketing materials prior to use.

2.2 The Contractor agrees to provide assistance to prospective students in completing college application materials, and provide orientation and general information to prospective students about the College and the state of Florida.

2.3 The Contractor will evaluate and screen all prospective students recommended for admission to the College regarding academic ability, financial ability, and other criteria as directed by the College.

2.4 The Contractor is not authorized to and shall not accept payments from prospective students or others on behalf of the College or otherwise. Students shall make all payments for the costs of attendance directly to the College.

2.5 The Contractor is required to submit a Form W-8BEN (attached). Compensation earned by the Contractor cannot be paid until this form is on file at the offices of College of Central Florida.

2.6 The Contractor is responsible for payment of all taxes, tariffs, and fees in the execution of their responsibilities under the agreement.

### 3. FEES AND COMMISSIONS.

#### For placements to College of Central Florida:

3.1 The College agrees to pay Contractor a contract fee of 15% of the applicable tuition per semester for a maximum of three (3) semesters (Fall, Spring and Summer) for each student admitted to the College's regular academic program, or college preparation classes as per provisions laid out in this agreement.

3.2 The Contractor will not be required to invoice the College for each student as cited in item No. 1 of this Section. Instead, the College will generate a Statement of Account each semester that confirms the enrollment and registration of each student placed by the Contractor at the College, and indicating the amount of fee to be paid in each semester. A copy of this Statement of Account will accompany all payments made by the College to the Contractor. This Statement of Account will be issued to the Contractor not later than the last week of the semester, to accompany each payment.

The College will not pay any fees to the Contractor for students who withdraw within the first thirty-five calendar days of the semester.

3.3 All compensation due to Contractor under the terms of this agreement shall be paid by wire transfer. For purposes of making compensation, please complete the wire transfer information on page 6.



4. **DURATION OF AGREEMENT.**

4.1 This agreement shall be effective for a period of two years from the date of signing, except as stipulated in Section 5.

4.2 This agreement may be extended for an additional two-year increment, as agreeable to both parties. Any such extension or modification of this agreement must be in writing and signed by duly authorized representatives of both parties.

5. **TERMINATION.** Either party, in its sole discretion, may terminate this agreement by providing the other party fifteen (15) days written notice of intent to terminate. All notices are to be hand-delivered by duly authorized representatives or mailed through a recognized commercial service to the authorized representatives listed below:

ON BEHALF OF THE COLLEGE

Joe Mazur, Vice President

Administration and Finance

College of Central Florida

3001 SW College Road, #1-107

Ocala, FL 34474

USA

ON BEHALF OF THE CONTRACTOR

Name of representative Jungwon Park

Title: President

Address: 302, 829 Nonhyun-ro

Gangnam-gu

Seoul 06032

Country: Republic of Korea

Any change of address or representatives shall be provided to the other party in writing within thirty (30) days. All notices required to be delivered by this Agreement shall be deemed received on the date of delivery, if hand-delivered; on the date of receipt, if mailed certified mail, return receipt requested; or five (5) days after mailing, if mailed in regular mail. If a notice is received on a weekend or national holiday, it shall be deemed received on the next regularly scheduled business day.

6. **Relationship of the Parties.**

6.1 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

6.2 It is mutually understood and agreed that the Contractor and the College are separate, independent agencies. The employees of the Contractor are not, nor shall they be deemed to be employees of the College, and the employees of the College are not, nor shall they

be deemed to be employees of the Contractor.

7. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Florida. Venue shall be in Marion County, State of Florida.

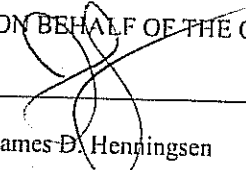
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

9. **EXCEPTIONS.** Both parties agree that if, due to extenuating circumstances, (for example a death in the student's family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, there will be no contractor's fee paid for that semester, and that the regular stipulations of this contract will bind once the student is back in attendance. The College reserves the right to make final determinations in such cases.

10. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties, and the terms and conditions agreed upon by both parties, and supersedes all previous written or oral agreements regarding the subject of this agreement. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Any modification or waiver of the terms of the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement in duplicate original on the date of signing.

ON BEHALF OF THE COLLEGE

  
James D. Henningsen

President

College of Central Florida

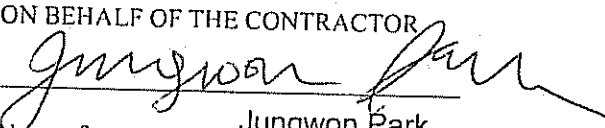
3001 SW College Road

Ocala, FL 34474

USA

Date: 7/10/19

ON BEHALF OF THE CONTRACTOR

  
Name of representative Jungwon Park

Title: President

Address: / Overseas Educational Corp

302, 829 Nonhyun-ro, Gangnam-gu

Seoul 06032

Country: Republic of Korea

Date: 06/13/2019

**COLLEGE OF CENTRAL FLORIDA**

6

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Appleton Museum of Art Loan Agreements

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

OBJECTIVE AND PERTINENT FACTS:

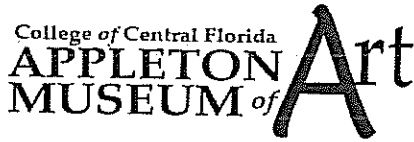
**APPLETON MUSEUM LOAN AGREEMENTS**

The President or his designee has signed the following Incoming Loan Agreement(s) with exhibition expenses totaling less than \$25,000 as authorized by the District Board of Trustees. The names of the lender(s) and approval dates are noted below:

| <b><u>APPLETON MUSEUM LOAN AGREEMENTS</u></b>                                      | <b><u>DATE OF SIGNATURE</u></b> | <b><u>EXHIBITION EXPENSE</u></b> |
|------------------------------------------------------------------------------------|---------------------------------|----------------------------------|
| "Paintings by Andrew Grant"<br>Andrew M. Grant<br>July 10, 2021 – November 7, 2021 | 06/25/19                        | \$0.00                           |

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees ratify approval of the AMA Loan Agreement(s).



**Exhibition Title:**

**Loan Agreement: Incoming**

AGREEMENT DATE: \_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

**LENDER**

**Institution/ Individual:** Andrew M. Grant

---

**Address:** 1419 Blackwater Pond Dr.  
Orlando, FL. 32828

---

**Contact Person:** Andrew M. Grant

---

**Telephone Number:** 407-733-3716

---

**Fax Number:**

---

**Email Address:** contact@andrewmgrant.com

**BORROWER**

**Institution/ Individual:** District Board of Trustees of College of Central Florida as Operator of the Appleton Museum of Art

---

**Address:** Appleton Museum of Art  
4333 E Silver Springs Blvd.  
Ocala, FL 34470-5001

---

**Contact Person:** David Reutter, Registrar

---

**Telephone Number:** 352.291.4455 x 1605

---

**Fax Number:** 352.291.4460

---

**Email Address:** reutterd@cf.edu

**DESCRIPTION OF OBJECT(S) LOANED**

Objects listed in attached checklist.

Objects listed below.

**Object 1**

**Artist:** \_\_\_\_\_

**Nationality:** \_\_\_\_\_ **Dates:** \_\_\_\_\_

**Object Title:** \_\_\_\_\_

**Object Date:** \_\_\_\_\_

**Media:** \_\_\_\_\_

**Dimensions:** Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

**Framed Dimensions:** Height: \_\_\_\_\_ Width: \_\_\_\_\_ Depth: \_\_\_\_\_

**Accession Number:** \_\_\_\_\_

**CREDIT LINE**

Exact form of Lender's name or the way the Lender wishes to be named in labels/ publications:

Andrew M. Grant

**INSURANCE**

Insurance Value: \$ 95,000.00

Unless otherwise specified in an attachment to this agreement, the Borrower will insure the Object(s) for a total value (U.S. Dollars) of \$ 10,000.00 on the terms and conditions set forth in Paragraph 9 below. (NOTE: If more than one Object is loaned and Objects are to be insured at separate value, agreed-upon insured value for each Object should be set forth on the attachment to this agreement.)

**EXHIBITION:** Paintings by Andrew Grant, July 10 – November 7, 2021

**LOAN PERIOD**

From: June 25, 2021 To: November 22, 2021

**TRANSPORTATION**

Arrival Location: Appleton Museum of Art

Method of Arrival: TBD

Date Object(s) to Arrive: \_\_\_\_\_

Method of Return: TBD

Date Object(s) to Leave  
(See Paragraph 8 below) \_\_\_\_\_

Method of Payment: \_\_\_\_\_

Confirm Arrangements with: David Reutter, Register

**CATALOGUE AND PUBLICITY**

The Lender will supply:

Publication quality digital image:  yes  no

Black/white photo:  yes  no

Color slide:  yes  no

Color transparency:  yes  no

Except to the extent of any limitations set forth below, the Lender hereby authorizes the Borrower to photograph or to reproduce the Object(s) in any other appropriate media for archival, educational and publicity purposes.

## COPYRIGHT

The Lender   X   owns/        does not own the copyright to the Object(s).

If the Lender does not own the copyright, please insert:

The name and address of the  
owner of the copyright:

or \_\_\_\_\_

If such person is known to the  
Lender, the name and address of  
the last owner of the Object(s):

\_\_\_\_\_

## CONDITIONS GOVERNING LOAN

1. In accordance with the Terms and Conditions printed in this agreement, the Lender agrees to loan the items (herein "Objects") referred to in the Description of Object(s), to the Borrower for the period specified.
2. The Lender(s) affirm(s) that to the best of his/her/their knowledge, the object(s) has/have been legally exported from its/their country of origin and/or the country where it/they was/were last legally owned and has/have been legally imported into the United States in accordance with U.S. laws and treaties. The Lender(s) warrant(s) that he/she/they/hold(s) title to the Object(s) identified in the Description of Object(s) of this agreement or is duly authorized by the owner to loan the Object(s) to the Borrower.
3. Lender agrees that the Object(s) shall remain in the possession of the Borrower for the time specified in this agreement unless the Borrower notifies the Lender that it proposes to return the Object(s) at an earlier date.
4. For the period of the loan, the items may be displayed, stored, or otherwise utilized by the Borrower at its discretion, subject, however, to its exercising the same care in such display, use, and storage as is customary for the safekeeping of similar items owned by the Borrower.
5. The Borrower will exercise the same degree of care with respect to the Object(s) as it does in the care of the objects in its collection. The Borrower will not clean, restore or otherwise alter the Object(s) in any way without written consent of the Lender, unless the safety of the Object(s) makes such action imperative. If damage or deterioration or loss occurs, the Borrower will notify the Lender at once. In the event of damage, the Lender may withdraw the Object(s) from the exhibition.
6. The Object(s) will be transported by the method specified in this agreement. The Lender may be responsible for providing adequate packing and/or packaging for the Object(s) to insure that the Object(s) will arrive at the Borrower by the proposed method of transportation without damage, and for providing any special instructions for repacking. If damage occurs in transit, the Lender and the carrier will be notified and all packing material will be saved for inspection. The Borrower agrees that it will provide comparable packing and/or packaging for the return transportation.
7. Transportation costs shall be negotiated as to be paid by either the Borrower, the Lender, or shared between the Borrower and the Lender. Unless otherwise agreed upon, if the Object(s) are to be returned at the Lender's request to any address other than that from which they were shipped, the Borrower shall have the right to ask the Lender to pay any additional cost necessitated by such change.
8. The date of the return shipment from the Borrower is an estimated date. The Borrower agrees to contact the Lender prior to the return shipment after transportation agreements have been made to advise the Lender of the actual date of shipment.
9. Unless other provisions for insurance are made, the Borrower will be responsible for insuring the Object(s) "wall to wall" under a fine arts insurance policy at the value specified in this agreement or fair market value, whichever is lower, against all risks of direct physical loss or damage from any external cause during the Borrower's custody; provided, that if the Object(s) have been fabricated and can be replaced to the artist's satisfaction, the insurance recovery shall be limited to the cost of such replacement.

The referenced fine arts policy contains the usual exclusions for loss or damage due to such causes as gradual deterioration, inherent vice, damage sustained due to any repairing, restoration, or retouching process; or damage due to war risks including invasions or hostilities, rebellion, or insurrection, confiscation by order of any government or public authority, risks or contraband or illegal transportation or trade, and nuclear damage. The Lender agrees that the amount payable by this insurance shall be the sole source of recovery available to the Lender in the event of loss or damage to the Object(s), and the Borrower shall have no liability to the Lender for any of such loss or damage. A Certificate of Insurance will be sent upon request.

If the Lender elects to maintain his/her/their own insurance, the Borrower must receive a Certificate of Insurance either naming the Borrower, as an additional insured or waiving all rights of subrogation or any claims against the Borrower. The Borrower accepts no responsibility for any error or deficiency of information furnished to the Lender's insurer or for lapses in insurance coverage. If the Lender fails to supply the Certificate of Insurance or to properly insure the Object(s), or if the insurance is waived, this agreement shall constitute a release of the Borrower from any liability for damage or loss of the Object(s).

10. The Object(s) will be returned only to the Lender at the address stated in this agreement unless other arrangements are made. If legal ownership or authority to act in behalf of the legal owner should change, whether by reason of death, sale, insolvency, gift, or otherwise, the new owner or agent prior to the return of the Object(s), may be required to establish a legal right to receive the Object(s) by proof satisfactory to the Borrower.

If the Lender fails to take possession of the Object(s) upon request, or if all efforts to contact the Lender at the expiration of the loan period are unsuccessful, then the Borrower shall have the right, in its sole discretion, to either use the Object(s) or to place them in storage at the Lender's sole risk and expense, to charge regular storage fees therefore, and to enforce a lien for such fees. The Object(s) will be so held by the Borrower for a period of five (5) years. If after five (5) years, the Object(s) have not been reclaimed, then, and in consideration of the expense of storing and safeguarding the Object(s) during such period, the Object(s) shall be deemed an unrestricted gift to the College of Central Florida Foundation, Inc.

11. The Lender gives attributions, dates, valuations and other information shown on the Description of Object(s) and this agreement. Any valuations are not to be considered as appraisals made by the Borrower and its staff.
12. This agreement constitutes the entire understanding between the parties and may not be modified except by writing signed by the parties. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.
13. This agreement shall be governed by the laws of the State of Florida regardless of the place of execution or performance.
14. Amendments. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.
15. Enforcement. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
16. Notices. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

Dr. James Henningsen  
President  
College of Central Florida  
3001 SW College Rd  
Ocala, Florida 34474  
Telephone: 352.873.5835  
Fax: 352.873.5847

David Reutter  
Registrar  
Appleton Museum of Art  
4333 E Silver Springs Blvd.  
Ocala, FL 34470-5001  
Telephone: 352.291.4455, x1605  
Fax: 352.291.4460

Or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- a) On the date delivered if by personal delivery,
  - b) On the date faxed if by fax, and
  - c) On the date upon which the Return Receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.
17. Attorney's Fees. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such part or parties may be entitled.
18. Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Survival of Covenant. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.
20. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
21. Severability Clause: Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
22. Waiver. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
23. Special Conditions:
- 
-



I have read and agree to the above conditions for the loan materials listed in the "Description of Objects(s)."

Andrew M. Grant  
Lender

Signature: [Handwritten Signature]  
Title: \_\_\_\_\_

Date: 5-6-19

**District Board of Trustees of the College of Central Florida**

Signature: [Handwritten Signature]  
Title: PRESIDENT

Date: 6/25/19

# **COLLEGE OF CENTRAL FLORIDA**

7

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Equipment Lease between Tidewater Equipment Company and College of Central Florida – Renewal

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

### **OBJECTIVE AND PERTINENT FACTS:**

This renewal agreement is between the District Board of Trustees of College of Central Florida and Tidewater Equipment Company for the lease of equipment while conducting a timber harvester vocational training program.

### **RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approves the renewal agreement with Tidewater Equipment Company and authorizes the Board Chair to sign.

## EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement ("Agreement") is entered into this 21<sup>st</sup> day of May, 2019 by and between Michael Collins, of Tidewater Equipment Company, ("Lessor") and the District Board of Trustees of the College of Central Florida, of 3001 Southwest College Road, Ocala, Florida 34474 ("Lessee") for the lease of equipment to be used by Lessee and its students in its Timber Harvesting Equipment Program (hereinafter "THE Program").

Lessor and Lessee agree to the following:

1. LEASE. Lessor leases to Lessee machinery, equipment, and other personal property referred to as "Equipment" and described in Exhibit "A," which is hereby incorporated as if fully set forth herein. This agreement is for lease only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. Lessee will utilize the Equipment for the purpose of training student operators enrolled in its THE Program using qualified timber harvesting instructors and following the manufacturer's recommended best maintenance and operating practices.
2. TERM. The term of this Agreement shall be 3 weeks, commencing when the Equipment is delivered by Lessor and accepted by Lessee.
3. ACCEPTANCE AND RETURN OF EQUIPMENT. The Equipment is the property of Lessor, and is in proper working order and good mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in proper working order and good mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to Lessee upon delivery. During the term of this Lease, Lessee shall at its own expense maintain the Equipment in good working order and condition. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, on the day specified or sooner if demanded by Lessor.
4. CHARGES. In exchange for the right to use the Equipment for the specified term, Lessee shall promptly pay \$10.00 and other good and valuable consideration to Lessor, receipt and sufficiency of which are hereby acknowledged by Lessor. This charge shall be all inclusive and shall represent all rent payable pursuant to this agreement for lease and incidental costs, including but not limited to time, mileage, service, repairs, delivery, pick-up and fuel.
5. USE OF EQUIPMENT. The Equipment shall be used solely in Lessee's THE Program and kept only at Lessee's place of business or approved job sites associated with the THE Program (except that the Equipment may be moved in the normal course of the THE Program), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job sites as set

forth in this Agreement, of the location to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job sites (including, but not limited to, the identity of the property owner and legal description of the premises).

6. SERVICE. Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment which become necessary due to Lessee's use of the Equipment, including routine scheduled maintenance up to two hundred fifty (250) hours run service and undertake minor repairs and maintenance including, but not limited to: checking of Equipment before each use; supplying fuel, oil, and water; checking cooling systems (engine only); checking tire pressures and battery fluid and charge levels; and repair and replacement of all friction materials, clutches, brakes, and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings. Lessee shall provide a weekly status report to Lessor concerning the Equipment.
7. LIABILITY. Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. **LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS WITH LESSOR FOR LESSOR'S PICK-UP OF THE EQUIPMENT IN ORDER TO FACILITATE A TIMELY RETURN OF THE EQUIPMENT AT THE TERMINATION OF THIS LEASE AGREEMENT.**
8. INSURANCE. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of the Equipment. Also at Lessee's expense, Lessee shall insure the Equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Lessor. Lessee shall furnish Lessor a certificate of such insurance naming Lessor as an additional insured, which may not be canceled or materially modified except upon thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America, and shall also include general average and salvage charges on Equipment while waterborne.
9. COMPLIANCE WITH LAW. Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design, and transportation, including licensing and building code requirements and shall defend,

indemnify, and hold Lessor harmless from all loss, liability and expense resulting from actual or asserted violations of such laws.

10. VENUE AND CHOICE OF LAW. This Agreement shall be controlled by the laws of Florida. The parties specifically agree to personal jurisdiction in the State of Florida and agree that venue for all actions related to this Agreement will be brought in state court of competent jurisdiction in Marion County, Florida.

11. DEFAULT. An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee fails to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern or makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer or encumber the Equipment.

12. REMEDIES. In the event of default for breach of this Agreement, by Lessee, or if Lessor for an reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment.

13. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND LEASES EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

14. NOTICES. Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth below.

To Lessor:

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

To Lessee:

College of Central Florida

3001 SW College Rd  
1-107

Ocala, FL 34474

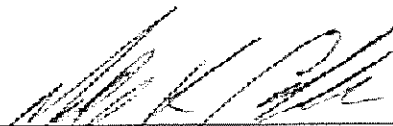
15. SPECIAL PROVISIONS.

- a. LESSEE'S GENERAL RESPONSIBILITY. Under this Agreement the Lessee leasing the Equipment for any loss or damage to the Equipment and its return in the same condition in which received, ordinary wear and tear excepted.
- b. SUBROGATION. In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
- c. COUNTERPARTS. This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out below, and certify that they have read, understood and agreed to the terms of conditions set forth above. The effective date of this Agreement is the date of the signature last affixed to this page.

LESSOR:

Tidewater Equipment Company



Name: Michael K Pallas

Its: Branch Manager

Date: 5/21/2019

LESSEE:

DISTRICT BOARD OF TRUSTEES OF  
THE COLLEGE OF CENTRAL FLORIDA

Joyce Brancato

Chair

Date: August 28, 2019

# **COLLEGE OF CENTRAL FLORIDA**

8

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Equipment Lease between Usher Land and Timber Inc. and College of Central Florida

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

### **OBJECTIVE AND PERTINENT FACTS:**

This agreement is between the District Board of Trustees of College of Central Florida and Usher Land and Timber Inc. for the lease of equipment while conducting a timber harvester vocational training program.

### **RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approves the agreement with Usher Land and Timber Inc. and authorizes the Board Chair to sign.

## EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement ("Agreement") is entered into this 28<sup>th</sup> day of August, 2019 by and between USHER LAND & TIMBER, INC., of P.O. BOX 843, CHIEFLAND, FL 32644, ("Lessor") and the District Board of Trustees of the College of Central Florida, of 3001 Southwest College Road, Ocala, Florida 34474 ("Lessee") for the lease of equipment to be used by Lessee and its students in its Timber Harvesting Equipment Program (hereinafter "THE Program").

Lessor and Lessee agree to the following:

1. **LEASE.** Lessor leases to Lessee machinery, equipment, and other personal property referred to as "Equipment" and described in Exhibit "A," which is hereby incorporated as if fully set forth herein. This agreement is for lease only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. Lessee will utilize the Equipment for the purpose of training student operators enrolled in its THE Program using qualified timber harvesting instructors and following the manufacturer's recommended best maintenance and operating practices.
2. **TERM.** The term of this Agreement shall be 3 weeks, commencing when the Equipment is delivered by Lessor and accepted by Lessee.
3. **ACCEPTANCE AND RETURN OF EQUIPMENT.** The Equipment is the property of Lessor, and is in proper working order and good mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in proper working order and good mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to Lessee upon delivery. During the term of this Lease, Lessee shall at its own expense maintain the Equipment in good working order and condition. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, on the day specified or sooner if demanded by Lessor.
4. **CHARGES.** In exchange for the right to use the Equipment for the specified term, Lessee shall promptly pay \$6000.00 and other good and valuable consideration to Lessor, receipt and sufficiency of which are hereby acknowledged by Lessor. This charge shall be all inclusive and shall represent all rent payable pursuant to this agreement for lease and incidental costs, including but not limited to time, mileage, service, repairs, delivery, pick-up and fuel.
5. **USE OF EQUIPMENT.** The Equipment shall be used solely in Lessee's THE Program and kept only at Lessee's place of business or approved job sites associated with the THE Program (except that the Equipment may be moved in the normal course of the THE Program), and shall not be removed without prior written consent of Lessor. Lessee shall



notify Lessor, prior to moving Equipment from its place of business or the job sites as set forth in this Agreement, of the location to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job sites (including, but not limited to, the identity of the property owner and legal description of the premises).

6. SERVICE. Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment which become necessary due to Lessee's use of the Equipment, including routine scheduled maintenance up to two hundred fifty (250) hours run service and undertake minor repairs and maintenance including, but not limited to: checking of Equipment before each use; supplying fuel, oil, and water; checking cooling systems (engine only); checking tire pressures and battery fluid and charge levels; and repair and replacement of all friction materials, clutches, brakes, and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings. Lessee shall provide a weekly status report to Lessor concerning the Equipment.
7. LIABILITY. Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS WITH LESSOR FOR LESSOR'S PICK-UP OF THE EQUIPMENT IN ORDER TO FACILITATE A TIMELY RETURN OF THE EQUIPMENT AT THE TERMINATION OF THIS LEASE AGREEMENT.
8. INSURANCE. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of the Equipment. Also at Lessee's expense, Lessee shall insure the Equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Lessor. Lessee shall furnish Lessor a certificate of such insurance naming Lessor as an additional insured, which may not be canceled or materially modified except upon thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America, and shall also include general average and salvage charges on Equipment while waterborne.
9. COMPLIANCE WITH LAW. Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design, and

transportation, including licensing and building code requirements and shall defend, indemnify, and hold Lessor harmless from all loss, liability and expense resulting from actual or asserted violations of such laws.

10. VENUE AND CHOICE OF LAW. This Agreement shall be controlled by the laws of Florida. The parties specifically agree to personal jurisdiction in the State of Florida and agree that venue for all actions related to this Agreement will be brought in state court of competent jurisdiction in Marion County, Florida.
11. DEFAULT. An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee fails to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern or makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer or encumber the Equipment.
12. REMEDIES. In the event of default for breach of this Agreement, by Lessee, or if Lessor for an reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment.
13. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND LEASES EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
14. NOTICES. Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth below.

To Lessor:

USHER LAND & TIMBER, INC.

P.O. BOX 843

CHIEFLAND, FL 32644

To Lessee:

College of Central Florida

3001 SW College Rd, 1-107

Ocala, FL 34474

15. SPECIAL PROVISIONS.

- a. LESSEE'S GENERAL RESPONSIBILITY. Under this Agreement the Lessee leasing the Equipment for any loss or damage to the Equipment and its return in the same condition in which received, ordinary wear and tear excepted.
- b. SUBROGATION. In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
- c. COUNTERPARTS. This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.

IN WITNESS WHEREOF, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out below, and certify that they have read, understood and agreed to the terms of conditions set forth above. The effective date of this Agreement is the date of the signature last affixed to this page.

LESSOR:

USHER LAND & TIMBER, INC.

Lynetta Usher Griner

Name: LYNETTA USHER GRINER

Its: SECRETARY

Date: 06/07/2019

LESSEE:

DISTRICT BOARD OF TRUSTEES OF  
THE COLLEGE OF CENTRAL FLORIDA

Joyce Brancato

Chair

Date: August 28, 2019

**COLLEGE OF CENTRAL FLORIDA**

9

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Master Workforce Services Contract #PY19-01 between  
Citrus Levy Marion Regional Workforce Development Board, Inc. d/b/a  
CareerSource Citrus Levy Marion – Renewal

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration and Finance

DATE: August 21, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

**Master Workforce Services Contract #PY19-01**

The District Board of Trustees approved the Master Workforce Services Contract on June 22, 2010. This "Master Contract" approach allows Citrus Levy Marion Regional Workforce Development Board, Inc. d/b/a CareerSource Citrus Levy Marion (formerly known as Workforce Connection) to more efficiently gain contract approval when working with board member agencies, such as CF. CareerSource Citrus, Levy, Marion will continue to use individual agreements to obligate funds for specific projects/training programs under this Master Agreement. This renewal will extend the Master Workforce Services Contract to June 30, 2020 with the option to extend this contract for a one-year period, four years total, contingent upon funding received by CareerSource Citrus Levy Marion and satisfactory performance by the college.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the Master Workforce Services Contract #PY19-01 renewal and give authorization to the Board Chair to sign the Agreement on behalf of the College.



**MASTER WORKFORCE SERVICES CONTRACT**

**BETWEEN THE**

**CITRUS LEVY MARION REGIONAL  
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)**

**d/b/a**

**CAREERSOURCE CITRUS LEVY MARION**

**AND THE**

**DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF  
CENTRAL FLORIDA**

**Equal Opportunity Statement** - CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 352-840-5700, ext. 7878 or e-mail [accommodations@careersourceclm.com](mailto:accommodations@careersourceclm.com) at least three business days in advance. Additionally, program information may be made available in Spanish upon request. A proud partner of the American Job Center Network.

Contract #CCF PY19-01

July, 1, 2019

# Table of Contents

|                                                                                                                   |                                     |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| MASTER WORKFORCE SERVICES CONTRACT.....                                                                           | 1                                   |
| MASTER WORKFORCE SERVICES CONTRACT.....                                                                           | 4                                   |
| 1. Modification(s) .....                                                                                          | 5                                   |
| 2. Amendments.....                                                                                                | 6                                   |
| 3. Changes.....                                                                                                   | 6                                   |
| 4. Standards of Conduct .....                                                                                     | 6                                   |
| 5. Sub-Contracting and Assignment.....                                                                            | 7                                   |
| 6. Audits, Inspections and Monitoring.....                                                                        | 8                                   |
| 7. Retention of Records.....                                                                                      | 11                                  |
| 8. Financial Management .....                                                                                     | 12                                  |
| 9. Salary and Bonus Limitations.....                                                                              | 13                                  |
| 10. Billing and Payment Conditions .....                                                                          | 13                                  |
| 11. Documentation Required for Reimbursement .....                                                                | 13                                  |
| 12. Fiscal Responsibilities, Payments, Fiscal Limitations and Requirements .....                                  | 14                                  |
| 13. Method of Payment.....                                                                                        | 15                                  |
| 14. Program Income .....                                                                                          | 15                                  |
| 15. Cost Allocation .....                                                                                         | 16                                  |
| 16. Availability of Funds .....                                                                                   | 16                                  |
| 17. Procurement.....                                                                                              | 16                                  |
| 18. Compliance with WIOA and/or WTP.....                                                                          | 16                                  |
| 19. Compliance with Federal, State, and Local Laws, Regulations, Rules, Directives, Issuances and Ordinances..... | 17                                  |
| 20. Non-Discrimination, Equal Opportunity and Affirmative Action.....                                             | 18                                  |
| 21. Complaints and Grievances .....                                                                               | 20                                  |
| 22. Artificial Barriers .....                                                                                     | 20                                  |
| 23. Fundraising or Lobbying Activities .....                                                                      | 20                                  |
| 24. Unionization.....                                                                                             | 20                                  |
| 25. Gratuity .....                                                                                                | 20                                  |
| 26. Sectarian Activities.....                                                                                     | 20                                  |
| 27. Child Labor .....                                                                                             | 21                                  |
| 28. Indemnification and Insurance .....                                                                           | 21                                  |
| 29. Liability for Damages.....                                                                                    | <b>Error! Bookmark not defined.</b> |
| 30. Theft or Embezzlement of Employment and Training Funds.....                                                   | 21                                  |
| 31. Employee Displacement (Maintenance of Effort) .....                                                           | 21                                  |
| 32. Clean Air Act of 1970, Federal Water Pollution Control Act, Patents and Copyrights and State Energy Plan..... | 21                                  |
| 33. Performance Requirements .....                                                                                | 22                                  |
| 34. Assumption of Liability With Respect to Certain Contractor Eligibility Determinations                         | 22                                  |
| 35. Programmatic Participant Records Management .....                                                             | 22                                  |
| 36. Financial Assistance Procedures (Pell Grant, HEA, et al).....                                                 | 23                                  |
| 37. Sanctions.....                                                                                                | 23                                  |
| 38. Labor Standards - Displacement Prohibitions .....                                                             | 23                                  |

Contract #CCF PY19-01

July, 1, 2019

|                                                                                                                                                                                                                                  |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 39. Notices.....                                                                                                                                                                                                                 | 24 |
| 40. Notice of Requirements Pertaining to Rights to Data.....                                                                                                                                                                     | 25 |
| 41. Headings.....                                                                                                                                                                                                                | 25 |
| 42. Page Numbers.....                                                                                                                                                                                                            | 25 |
| 43. 501(c) Disclosure.....                                                                                                                                                                                                       | 25 |
| 44. Termination for Cause.....                                                                                                                                                                                                   | 25 |
| 45. Termination for Convenience.....                                                                                                                                                                                             | 26 |
| 46. Counterparts to the Contract.....                                                                                                                                                                                            | 26 |
| 47. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012.....                                                                                                           | 26 |
| 48. Reporting Of Additional Funding Sources.....                                                                                                                                                                                 | 27 |
| 49. Contract Closeout Procedures.....                                                                                                                                                                                            | 27 |
| 50. Intellectual Property Rights.....                                                                                                                                                                                            | 27 |
| 51. Priority of Service.....                                                                                                                                                                                                     | 28 |
| 52. Green Jobs Act of 2007.....                                                                                                                                                                                                  | 28 |
| 53. Marketing and Communications.....                                                                                                                                                                                            | 28 |
| 54. Required Language on Products Developed With Grant Funds.....                                                                                                                                                                | 28 |
| 55. Restrictions on Food and Beverage Cost.....                                                                                                                                                                                  | 28 |
| 56. Restrictions on Contracts With Grantee Board Members.....                                                                                                                                                                    | 29 |
| 58. Rights to Inventions Made Under Contract.....                                                                                                                                                                                | 29 |
| 59. Acronyms.....                                                                                                                                                                                                                | 29 |
| STATEMENTS/CERTIFICATIONS.....                                                                                                                                                                                                   | 32 |
| STATEMENT OF CONTRACTOR'S MAINTENANCE OF PARTICIPANTS AND FINANCIAL RECORDS.....                                                                                                                                                 | 33 |
| CONFLICT OF INTEREST STATEMENT/CERTIFICATION.....                                                                                                                                                                                | 34 |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS..                                                                                                                                                               | 35 |
| CERTIFICATION REGARDING LOBBYING.....                                                                                                                                                                                            | 36 |
| CERTIFICATION REGARDING A DRUG-FREE WORKPLACE.....                                                                                                                                                                               | 37 |
| SWORN STATEMENT UNDER SECTION 287/133(3)(A),.....                                                                                                                                                                                | 39 |
| FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....                                                                                                                                                                                   | 39 |
| CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCES.....                                                                                                                                                    | 41 |
| CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975..... | 42 |
| EXHIBIT I (CONTRACT DATES) – *.....                                                                                                                                                                                              | 44 |
| EXHIBIT II - (if any, for example; scope/statement of work, performance requirements)...                                                                                                                                         | 45 |
| SIGNATURE PAGE.....                                                                                                                                                                                                              | 46 |

Contract #CCF PY19-01

July, 1, 2019

# **MASTER WORKFORCE SERVICES CONTRACT**

Between the

Citrus Levy Marion Regional Workforce Development Board,  
Inc. (CLMRWDB)  
d/b/a  
CareerSource Citrus Levy Marion

And

**College of Central Florida (CCF)**

**WHEREAS** this Contract, entered into by and between the Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CAREERSOURCE CITRUS LEVY MARION, hereinafter referred to as CLMRWDB, a not for profit corporation, under the laws of Florida, hereinafter referred to as "GRANTEE"; and College of Central Florida (CCF), hereinafter referred to as "Contractor."

**WHEREAS**, the Grantee is legally empowered to Contract for delivery of employment and training services under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA and Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter referred to as the Act (Public Law 104.193), and the Workforce Innovation Act of 2000, hereinafter referred to as the Welfare Transition Program (WTP).

**WHEREAS** this Contracts period of services shall begin no earlier than **July 1, 2019** or the last signature date, and shall be completed no later than **June 30, 2020**. All Contract cost must be incurred between these dates. CLMRWDB will exercise its option to extend this contract for a one-year period, four years total, contingent upon funding received by CLMRWDB and satisfactory performance by the contractor.

**WHEREAS**, the Grantee wishes to engage the Contractor in the following workforce and/or workforce related services:

- Workforce training to support business needs
- Outplacement services
- Facility usage for workforce events
- Specialized training in support of various Grantee grants and
- Class-size training if authorized
- Support services, such as printing and graphic arts
- Assessment services

Contract #CCF PY19-01

July, 1, 2019



**WHEREAS** the Contractor has expressed an intent and demonstrated an ability and capability to provide these services.

**WHEREAS**, the Contractor agrees to be the responsible administrator for services described herein.

**WHEREAS**, this Master Contract initiates the contractual obligation for a total amount not to exceed **\$400,000.00** which shall be reimbursed by the Grantee for the provision of services as outlined in the schedules of service/service agreements.

**WHEREAS**, the total Contract value of the Master Contract will be obligated in separate, individual schedules of service/service agreements, which shall be appended hereto. This agreement provides the authority to CareerSource Citrus Levy Marion to engage in future service/service agreements and does not specify what those may be at this time.

**WHEREAS** the parties agree to comply with all the terms and provisions of this Contract including and incorporating herein the specified attachments/exhibits.

**WHEREAS** the parties agree that all the terms and provisions of this Contract will remain in effect throughout the entire Contract period, and until or unless a written Contract modification or additional schedule of service/service agreement is initiated changing its terms are initiated and executed according to the terms of this Contract between the then legally empowered Contracting entities.

**WHEREAS** the parties further agree that Marion County, Florida, shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

## **I. Modification(s)**

- a. The Contractor agrees to submit a written modification for approval prior to changing any budget line item or participant service level.
- b. The Grantee agrees to make any changes in this Contract only through a written modification.
- c. All modifications initiated by the Contractor will be bilateral.
- d. The Grantee may make a unilateral modification to this Contract at any time; however, the provisions of this agreement may only be amended, supplemented, waived or changed in writing with specific reference to this Agreement which is signed by both parties.
- e. Modifications to this Contract shall be bilateral in nature except when required by changes in U.S. Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal Law, or to effect an assignment of all Contract rights of Grantee to a new Administrative Entity/Grant Recipient.

- f. The total amount reserved in this Master Contract cannot be exceeded through individual scheduled of service/service agreements without a modification,

## **2. Amendments**

This Agreement constitutes the entire Contract between the parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties hereto.

Notwithstanding the first paragraph, above, the Grantee may unilaterally amend this Contract at will in order to accommodate any change in the Act or WIOA and/or WTP or any change in the interpretation of the Act or WIOA and/or WTP or any applicable Federal, State or local laws, regulations, rules or policies. The Grantee will notify the Contractor of the unilateral amendment and provide a copy for their records. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

## **3. Changes**

The Grantee may, from time to time, request with the consent of the Contractor, additional services authorized under this Master Contract through individual schedules of service/service agreement, and these shall be incorporated into this Master Contract.

At any time after the completion of each quarter of operation under this Contract, the Grantee may remove from the total cost as set forth in this Contract and reallocate to other WIOA and/or WTP activity, any such funds, which the Grantee determines, will remain unspent upon the expiration of the term of this Contract. Such removal shall be accomplished after consultation with the contractor, by written amendment hereto, with or without any subsequent execution of written agreement of the Contractor but with its consent as granted by execution hereof.

## **4. Standards of Conduct**

The Contractor hereby agrees that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.

- a. General Assurance -- Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations, which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business Involving Relatives -- No relative by blood, adoption, or marriage of any executive or employee of the Contractor shall receive favorable treatment for enrollment  
Contract #CCF PY19-01

July, 1, 2019

into services provided by, or employment with, the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain the written approval from the Grantee before entering into an agreement. All pertinent correspondence shall be kept on file and available for monitoring and audit reviews.

- c. Conducting Business Involving Close Personal Friends and Associates -- Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and in administering this Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the transaction will be retained.
- d. Avoidance of Conflict of Economic Interest -- An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Act funds will be used solely for purposes allowed under this Contract.

For the purpose of this Contract, "relative by blood, adoption, or marriage," shall include: wife, husband, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepfather, stepmother, stepson, step-daughter, stepbrother, stepsister, half-brother, or half-sister.

- e. Contracts with Board Members – Any agreement between the Citrus Levy Marion Regional Workforce Development Board, Inc., and an organization or individual represented on the Citrus Levy Marion Regional Workforce Development Board Inc. Board of Directors must be approved by a two-thirds vote of the Board. Any expenditures prior to the date of approval shall not be reimbursed to the organization or individual represented on the Board of Directors if the agreement is rejected by a vote of the Board.

## **5. Sub-Contracting and Assignment**

The Contractor shall not assign this Contract or any part thereon, unless otherwise provided for, without the written consent of the Chief Executive Officer, Grantee, but in no case shall such consent relieve the Contractor from the obligations under, or change the terms of the Contract.

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Chief Executive Officer, Grantee, having first been obtained.

Contract #CCF PY19-01

July, 1, 2019

The transfer or assignment of any Contract funds, either in whole or in part, any interest therein, which shall be due or become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Grantee is concerned.

The Contractor may not assign this Contract in whole or part to any third party unless provided for in writing by the Grantee or accepted by inclusion in the Scope of Work.

## **6. Audits, Inspections and Monitoring**

At any time during normal business hours and as often as the U.S. Comptroller General, Auditor General of the State of Florida, or the Grantee may deem necessary, the Contractor shall make available to the Grantee for Examination, all of its records with respect to all matters covered by this Contract. The Grantee, Auditor General of the State of Florida, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts, transcripts, and photocopies from records, including all Contracts, invoices, materials, payrolls, and records of personnel, conditions of employment, computer records, and other data relating to all matters covered by this Contract. This right also includes timely and reasonable access to Contractor or subcontractor's personnel for the purpose of interviews and discussions related to such documents (Contracts).

- a. The Grantee shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Contract. Should these books and records not meet generally accepted accounting practices, the Grantee reserve the right to withhold any or all of its funding to the Contractor until they do meet these standards.
- b. The Grantee shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor.
- c. The Grantee may require the Contractor to use any or all of the Grantee's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.
- d. The Grantee reserves the right to dispatch auditors/monitors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.
- e. The Grantee shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Contract.

Contract #CCF PY19-01

July, 1, 2019

- f. Any indirect cost rate charged to this contract must be approved by the contractor's federal cognizant agency. The contractor will be required to submit a copy of the indirect cost plan and evidence of approval by its federal cognizant agency to the Grantee.
- g. Subject to the discretion of the Grantee, certain authorized members of the Grantee shall have the right to be present at any and all of the Contractor's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Contract.
- h. The Contractor will make financial and programmatic periodic, final, close-out and annual reports as prescribed by Grantee.
- i. The Contractor shall be responsible for securing an annual, independent audit of its operations, which will separately identify the revenues and expenditures for the services provided pursuant to this Contract.
- j. Annual Audit Requirements. A commercial organization receiving \$25,000 or more in a fiscal year in federal financial assistance to operate a federal program and non-federal organizations including but not limited to State governments, Nonprofit organizations and Educational institutions receiving \$300,000 or more in a fiscal year in federal awards are required to have annual independent audit. Organizations receiving less than the aforementioned amounts of federal awards are hereby precluded from charging any portion of the cost of an audit to the Grantee. Contractors requiring annual audits will submit to the Grantee a copy of their annual audit within 30 days of the date the audit is released, but no later than nine months after the completion of this Contract.
- k. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, including any revisions thereto.
- l. Should the Grantee determine that a separate, independent audit of only this Contract be necessary, the Contractor warrants that it will obtain such an audit or allow the conduct of such an audit obtained by Grantee. Further, the Contractor assures that it will cooperate fully with audits conducted by State and Federal audit entities.
- m. If the Contractor fails to perform in whole or in part under this Contract, or fails to make sufficient progress to endanger performance, the Grantee shall notify the Contractor of such unsatisfactory performance in writing. The Contractor shall have ten (10) working days in which to respond with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

Contract #CCF PY19-01

July, 1, 2019

When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the Grantee's final determination of the disallowed costs. The Contractor agrees that any disallowed costs resulting from an audit(s) will be the sole responsibility and liability of the Contractor.

The Contractor recognizes that the Grantee, an administrative entity/grant recipient under the Act has the responsibility and possesses every authority to monitor and investigate all matters regarding compliance by the Contractor; including subcontractors, if any, with provisions of the Contract and those documents enumerated in the Contract.

The Grantee will perform program and administrative monitoring as often as deemed necessary, but at least annually.

The Grantee will issue a written monitoring report to the Contractor when deficiencies are noted. The Contractor shall have twenty (20) working days in which to respond, in writing, with a plan agreeable to the Grantee for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantee may terminate this Contract for cause or convenience as provided for herein.

The Contractor will develop and implement its own internal monitoring procedures to ensure that its activities comply with the Contract and that adequate administrative and accounting controls are being used.

Grantee may investigate any matter it deems necessary to determine compliance with this Contract and those documents enumerated in the Contract. The investigations may include examining records, questioning employees, and entering any premises or onto any site in which any part of a program of the Contractor is conducted or in which any of the records of the Contractor are kept.

- a) The Grantee, the U.S. Secretary of Labor, the Inspector General of the U.S. Department of Labor, the U.S. Comptroller General, or their designated representatives may monitor the Contractor's operation for compliance with the terms and conditions of this Contract. To carry out this function, officials shall have access to the Contractor's office or any site at which the Contractor operates, maintains offices, or keeps books and records.
- b) Such monitoring may also include on-site monitoring of program operations; inspection and/or transcription of any program reports, documents, records, third party agreements and Contracts; interviews with any beneficiary; or observations of any actions covered under this Contract.
- c) The management, administration, and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantee. The Grantee may act in its own best interest including, but not limited to:

Contract #CCF PY19-01

July, 1, 2019

- 1) Requiring a written report of corrective action within specific time frames;
- 2) Withholding payment;
- 3) Disallowing inappropriate claims, payments, or costs;
- 4) Deobligating Contract funds; or
- 5) Terminating or suspending this Contract.

If the Contractor determines that the program described in this Contract is not functioning as intended, the Contractor shall notify the Grantee immediately by telephone, followed by written notice, which may result in bilateral corrective action, or adjustment of the Contractual terms through modification of this Contract.

## **7. Retention of Records**

As specified in the State of Florida General records Schedule (GRS) GS1-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a) Five (5) years after completion of project provided applicable audits have been released.
- b) Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.
- c) If any litigation, audit or claim remains unresolved at the expiration of the longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.
- d) If the Contractor is not able to retain the necessary participant and financial records, it shall transfer such records to the Grantee. Such records shall be transmitted to the Grantee for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

**Rights of Inspection:** The Grantee may terminate this Contract without advance notice if the Contractor fails or refuses to permit inspection of its books and records by duly authorized Federal, State and Grantee representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

Program participant confidentiality will be maintained in accordance with the following policy:

1. Records will be maintained in a safe, secure and locked filing system.
2. Only persons having a need to consult or handle records will be authorized to access records.

Contract #CCF PY19-01

July, 1, 2019

3. Sign-out procedures will be used for checking records in and out including acknowledgment of responsibility for the records by the person checking them out.
4. Officials will be restricted to gathering information on participants/applicants to the extent provided for by the Law.
5. Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the Law.
6. Records will be released to unauthorized or unofficial parties only
  - under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or
  - at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.

Additionally, the Contractor will transmit a copy of all documents generated on any participant to the Central Records Unit of the One Stop System Provider, CareerSource Citrus Levy Marion, for inclusion in the CRU Master Participant File, including but not limited to: Assessment records, training certifications, MIS forms, etc. Once the customer record is considered closed, all records must be transmitted to the Central Records Unit.

The Contractor will grant access to and the right to copy any books, accounts, records, correspondence or other documents pertinent to the Contract that are in the possession, custody or control of the Contractor or its agents, assignees or subcontractors by the duly authorized Federal, State and Grantee representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantee will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantee reserves the right to access Contract records on demand without notice.

## **8. Financial Management**

The Contractor must account for financial transactions using internal control procedures, which meet Generally Accepted Accounting Principles, requirements of Generally Accepted Governmental Auditing Standards, and all Federal, State and Local rules, regulations and statutes. The Contractor will develop, implement, and maintain internal control policies and procedures that address all areas of financial management. Those areas include, but are not limited to the following:

1. Cash Receipts
2. Cash Disbursements
3. Payroll

Contract #CCF PY19-01

July, 1, 2019



4. Personnel
5. Purchasing
6. Subsidiary Ledgers and Journals
7. Bonding/Employee Dishonesty Insurance – The Contractor's employees who handle cash, accounts and negotiable instruments must be bonded or insured up to an amount equal to or greater than the sum of cash disbursements and cash receipts for any given week.
8. Cost Allocation Plan
9. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantee. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.

## **9. Salary and Bonus Limitations**

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to contractors providing goods and services as defined in OMB Circular A-133.

## **10. Billing and Payment Conditions**

Form and content of billings will be as prescribed by Grantee.

The Contractor understands and agrees that Grantee may withhold payments to which the Contractor is otherwise entitled for failure of the Contractor to meet or make substantial progress towards meeting the Contract's scope of work objectives.

Grantee may withhold payments in whole or part pending the results of actions taken to terminate for cause is invoked.

## **11. Documentation Required for Reimbursement**

The Contractor will maintain procedures and systems that will account for individuals and services served under the Contract, the Contract services provided to individuals, the relationship between individuals served and services provided; and Contract expenditures. Further, the system must be capable of accounting for all transactions made and generating information at both discrete and summary levels of detail. The Contractor will follow any programmatic procedures and systems prescribed by Grantee.

Contract #CCF PY19-01

July, 1, 2019

## **12. Fiscal Responsibilities, Payments, Fiscal Limitations and Requirements**

The Contractor will maintain an accounting system on the accrual basis that meets generally accepted principles, practices and standards for an accounting system and which will permit tracing of Contract funds from source documents through summary reports. Further, the accounting system will account for Contract expenditures at a level of detail that assures that every expenditure is an allowable cost under WIOA and/or WTP and the Contract, and is reasonable and necessary to the operation of the Contract and is allocable to the Contract and the cost category charged. The Contractor will provide at a minimum, quarterly reports, which show accrued expenses by functional expense category for WIOA and/or WTP. The quarters end March 31, June 30, September 30, and December 31<sup>st</sup>. of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantee requirements for fiscal and program reports. This includes establishing internal management controls to ensure that Contractual activities are properly and adequately reported. The Contractor will prepare and submit reports in conformity with the Grantee's designated formats and schedules. The Contractor shall maintain records specified by the Grantee and retain such reports for three (3) years from the date all audits are completed and findings on all claims have been finally resolved.
- b. The Contractor agrees that payments are predicated upon properly documented proof completed in accordance with the terms of this Contract. The Contractor shall submit an invoice for payments due no later than the fifteenth (15th) calendar day of the month following the reporting period. The Grantee shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantee's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractors may request cash advances for up to two weeks of projected expenditures. The Contractor to the Grantees' finance department shall submit the cash advance request. Contractors receiving cash advances will be required to submit monthly financial reports detailing the expenditures of the advance.
- d. The Grantee shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantee, in support of the Contractor's activities described herein, provided that any and all such purchases, or other methods of supply of equipment shall be made in accordance with OMB Circular (2 CFR Part 200) and the Grantee's Procurement Policies. It is additionally understood and agreed that supplies and equipment which are non-consumable (those items with an expected life of more than one year with an acquisition cost of \$750 or more per item) are to be accounted for and reported to Grantee in writing. Such items shall be the property of the Grantee and the Contractor shall promptly deliver the same to the Grantee upon any cancellation or termination of this Contract.

Contract #CCF PY19-01

July, 1, 2019

The Contractor shall establish such standards and procedures as are required of a recipient of funds under WIOA and/or WTP to assure against program abuses including, but not limited to:

- Mis-expenditure of funds; nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper co-mingling of funds received from other sources, the failure to keep and maintain sufficient, auditable, or otherwise adequate records; political patronage; violations of applicable child labor laws; and use of funds for political (including lobbying), religious, anti-religious, unionization, or anti-unionization activities.

Should the Contractor or its subcontractors, if any, misspend or misuse Contract funds; the Contractor, upon such finding and determination, shall be held liable for the repayment of such amounts determined to have been misspent or unallowable due to willful disregard of the requirements of WIOA and/or WTP or the Contract, gross negligence, or failure to observe accepted standards of administration.

Misspent or misused funds shall be explicitly understood by the Contractor to include expended costs, budgeted or otherwise, which are determined through audit or otherwise to be unreasonable, unnecessary or mis-allocated. Repayment of misspent funds shall be from sources other than those provided under the Contract or through WIOA and/or WTP, notwithstanding any other provisions of the Grantee's Debt Collection Procedure.

### **13. Method of Payment**

The Contractor will be paid for Contract budgeted costs that are actually incurred in delivering the specified scope of work. Compensation to the Contractor is further conditioned on applicable WIOA and/or WTP funds being continuously made available to and being received in a timely manner by Grantee through the WIOA and/or WTP funding mechanism in amounts sufficient to reimburse costs as provided for herein.

It is understood and agreed by and between the parties to this Contract that the Contractor's payment will be conditioned upon satisfactory performance. Satisfactory performance in this case is defined in both Exhibit II, the Statement of Work/Scope of Work, Performance Requirements if these conditions apply.

### **14. Program Income**

Contractor hereby agrees to report quarterly any WIOA and/or WTP income earned as a result of the above-cited Contract for WIOA and/or WTP services. Such program income will be reported to CLMRWDB for the purpose of complying with Regulations. Program income shall be used in accordance with WIOA and/or WTP Regulations. The use of such income will be reported to CLMRWDB as a quarterly expense. Any program income not expensed by the termination date of this Contract will be repaid to CLMRWDB so that it may comply with the requirements of the State (FMA-94-03R) in its disposition.

Contract #CCF PY19-01

July, 1, 2019

If such program income is generated, Contractor will submit a plan to CLMRWDB for the use of such income. Contractor agrees to use program income only in accordance with a plan approved by CLMRWDB. CLMRWDB will not unreasonably withhold its approval provided the plan is consistent with 20 CFR 627.450 or FMA-94-03R and the purpose contained in the original Contract cited above.

## **15. Cost Allocation**

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using a procedure approved by CLMRWDB Finance and Audit Manager. A cost allocation plan must be submitted to CLMRWDB Finance and Audit Manager for approval prior to use.

## **16. Availability of Funds**

The Grantee through duly authorized representatives shall have the obligation to:

- a. Notify the Contractor of any changes in the Act or WIOA and/or WTP regulation, rule and law that is specifically named and incorporated into this Contract, which may affect the Contractor's performance under the terms and conditions of this Contract.
- b. Provide to the Contractor prescribed reporting forms, along with written instructions and procedures, required by the Grantee.

## **17. Procurement**

Procurement of property, goods and services from Contract funds shall be governed by Grantee's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular (2 CFR Part 200). A copy of the Grantee's Procurement Policy is available upon request. Should the Contractor determine to use their internal Procurement Policy, a copy of said policy shall be forwarded with the signed contract to the Grantee. Compliance shall be the express requirement of the Contractor.

## **18. Compliance with WIOA and/or WTP**

The Contractor assures that it will comply with the requirements of WIOA and/or WTP regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and/or WTP regulations. Failure by the Contractor to accept or comply with changes to WIOA and/or WTP regulations which affect the terms of this Contract, and which the Grantee shall present, in writing, shall be sufficient basis for termination by the Grantee.

Contract #CCF PY19-01

July, 1, 2019

This Contract flows from and will be operated in accordance with the following listed documents, which by reference are made a part of this Contract as if they were set forth herein.

- a. The Workforce Innovation and Opportunity Act (Section 101) and any revisions thereto; and
- b. The Workforce Innovation and Opportunity Act; Interim Final Rule and resulting Final Rule; and
- c. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- d. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- e. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and
- f. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- g. The in-effect Workforce Services/WIOA Plan which includes the Workforce Innovation and Opportunity Act , Wagner-Peyser Act and Welfare Transition Program for Region 10 and any modifications or changes thereto, and all applicable policies issued by the CLMRWDB.

If a conflict arises in the interpretation of the Contract, then the hereinabove-listed documents will take precedence in the order provided over the Contract for resolving the conflict. The extent of any defect found in the Contract relative to any of these documents is limited to those clauses of the Contract affected and is not to be construed to render the entirety of the Contract defective.

Grantee shall have sole authority to interpret this Contract and any matters appertaining thereto. Verbal representations made by either Contractual party to the other or by a third party to either of the Contractual parties shall not be considered binding interpretations of the Contract.

## **19. Compliance with Federal, State, and Local Laws, Regulations, Rules, Directives, Issuances and Ordinances**

- a. The Contractor further assures that it will adhere to and comply with any and all applicable Federal, State, and Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Contract of any extensions thereof, and will require any subcontractors to do likewise.
- b. The Contractor understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the

Contract #CCF PY19-01

July, 1, 2019

rules, policy directives, and regulations governing the implementation of program activities under this Contract.

- c. The Contractor understands and further assures that it will adhere to and comply with any and all applicable administrative requirements and information; general specifications; and, performance driven cost reimbursement Contracting manual requirements set forth in the Request for Proposals (RFP) package.

## **20. Non-Discrimination, Equal Opportunity and Affirmative Action**

The Contractor agrees to comply with Public Law 97-300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Innovation and Opportunity Act (WIOA) 29 CFR 37, including the Nontraditional Employment for Women Act of 1991; and the Florida's Human Rights Act of 1977; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

The Contractor further agrees that no individual, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. The Contractor will comply with the State's affirmative action requirements and will maintain an in-force and up-to-date Affirmative Action Plan, which by reference is considered to be and made a part of this Contract, on file with Grantee at all times.

The Contractor assures that all programs and activities, conducted under this Contract, are accessible to the disabled. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed, approved by Grantee and retained on file.

The following legislation provides persons with disabilities certain protection and/or employment opportunities:

- As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
  - Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a

Contract #CCF PY19-01

July, 1, 2019

- lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements, the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

- Wagner-Peyser Act, as amended by the Workforce Innovation and Opportunity Act (Public Law 105-220) Section 8 (b).
- Non-discrimination and Equal Opportunity provisions of WIOA, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitative Act, Title IX of the Education Act, and the Nontraditional Employment for Women Act.
- The Rehabilitation Act of 1973, Public Law 93-112, as amended December 1974. (29 U.S.C. 706 and 793), as amended by sec. 111, P.L. 93-516: sec. 103(d) (2) (B), P.L. 99-506: sec. 9, P.L. 100-259: sec. 512, P.L. 101-336: and secs. 102 and 505, P.L. 102-569.

Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include having a plan to provide, when necessary, interpreters and sign language assistance, assuring adequate staff or other sources are available to adequately communicate with non-English speaking applicants.

- a. The Contractor assures that no person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program participant or any applicant for participation in such program because of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status or due to participation in this program.
- b. The Contractor further agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status or due to participation in this program. Breach of this covenant may be regarded as material breach of this Contract and cause for termination.

Contract #CCF PY19-01

July, 1, 2019

- c. The Contractor further agrees to furnish the Grantee with employment data and such other information as the Grantee may require regarding the Contractor's hiring practices in conjunction with this Contract.

## **21. Complaints and Grievances**

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantee's "Grievance Procedure" in resolving complaints or grievances brought against the Contractor's program by participants or other parties.

The Contractor shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to the Act, or WIOA and WTP or has testified or is about to testify in any such proceeding or investigation under or related to the Act or WIOA and WTP or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or WIOA and WTP.

## **22. Artificial Barriers**

The Contractor shall contribute to the maximum extent feasible, the elimination of artificial barriers to employment and occupational advancement.

## **23. Fundraising or Lobbying Activities**

No funds made available under the Act or WIOA and/or WTP shall be used in any way for lobbying or fundraising activities.

## **24. Unionization**

No funds made available under the Act or WIOA and/or WTP shall be used in any way to either promote or oppose unionization.

## **25. Gratuity**

No officer, employee or agent of the Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential subcontractors and/or their respective clients with regards to this Contract.

## **26. Sectarian Activities**

Contract #CCF PY19-01

July, 1, 2019



Participants in the program will not be employed in the construction, operation, or maintenance of any facility that is used for Sectarian instruction or worship.

## **27. Child Labor**

All Contractors shall comply with applicable Federal, State, and local child labor laws.

## **28. Indemnification and Insurance**

CareerSource Citrus Levy Marion will maintain in full force and effect policies of insurance providing liability coverage in amounts sufficient to cover any loss and damages as a result of activities and services provided for under this contract. In addition to CareerSource Citrus Levy Marion's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantee to ensure coverage. Notwithstanding the foregoing, if the Contractor is a state agency or subdivision as defined by 768.28, Florida Statutes, the contractor shall furnish the grantee, upon request, written verification of liability insurance in accordance with 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in 768.28, Florida Statutes. Nothing in this agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **29. Theft or Embezzlement of Employment and Training Funds**

The Grantee and the Contractor shall be liable for prosecution under the criminal provisions of the 18 U.S.C. 665 for theft or embezzlement of employment and training funds.

## **30. Employee Displacement (Maintenance of Effort)**

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or WIOA and/or WTP. No jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

## **31. Clean Air Act of 1970, Federal Water Pollution Control Act, Patents and Copyrights and State Energy Plan**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 and Federal Water Pollution Control Act, and to report any

Contract #CCF PY19-01

July, 1, 2019

violations of said standards, orders or regulations to the Grantee and the U.S. Environmental Protection Agency Regional Office.

The Clean Air Act of 1970, as amended, is to establish federal standards for air pollutants from stationary and mobile sources and to work with the states to regulate polluting emissions. It is designed to improve air quality in areas of the country that do not meet federal standards and to prevent significant deterioration in areas where air quality exceeds those standards.

The Federal Water Pollution Control Act, as amended, is to restore and maintain the chemical, physical and biological integrity of the nation's waters.

The Contractor agrees to comply with all federal requirements regarding Patents and Copyrights and the adherence to the State Energy Plan.

### **32. Performance Requirements**

Performance requirements for the Contractor are contained in Exhibit II (If stipulated). If not stipulated will be marked "Intentionally Left Blank".

### **33. Assumption of Liability With Respect to Certain Contractor Eligibility Determinations**

The parties agree that should Contractor render services to any program participant prior to the Contractor receiving certification that the participant is eligible, Contractor shall be liable for any questioned or disallowed costs incurred prior to eligibility certification, which result from a subsequent determination that the participant is not eligible to participate in the program.

### **34. Programmatic Participant Records Management**

Participant case files will be maintained by the Career Specialist in the Automated Tracking Linking Archiving System (ATLAS). All information from the participant files will be uploaded to the ATLAS system as received and updated as changes to participation occur. Once all original documentation for the participant file has been uploaded and verified for accuracy into the ATLAS system, the original can be shredded after a 45-day period. It is the responsibility of the Career Specialist assigned to that participant's case management to verify that all documents have been properly uploaded before originals can be shredded. Participant files will include copies of certifications, counseling notes, recommendations for changes to the Individual Service Strategy (ISS), Individual Employment Plan (IEP), or Individual Responsibility Plan (IRP), fund coordination, closure information and any backup documentation as well as general information about the specific participant.

Contract #CCF PY19-01

July, 1, 2019

### **35. Financial Assistance Procedures (Pell Grant, HEA, et al)**

Case Management or Training Services, provided by Contractor must ensure every participant apply for Pell Grants and other HEA funding/assistance and to reconcile all funding received to insure non-duplication of payments for services. This includes, but is not limited to retaining a copy of the initial application(s) for Pell Grants and/or HEA funding in each participant file and documentation of these actions in the Individual Responsibility Plan (IRP), Individual Employment Plan (IEP), or Individual Service Strategy (ISS). The Contractor that provides case management or training services will follow CareerSource Citrus Levy Marion, OPS-27.

### **36. Sanctions**

In accordance with 20 CFR 97.36(l)(1), CLMRWDB will provide for sanctions and penalties as may be appropriate for any administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms.

- A. Termination for Breach – CLMRWDB may terminate this Contract for any breach of the contract terms, non-performance or failure to achieve performance goals, upon no less than thirty (30) days' notice in writing to Contractor. If applicable, the funding entity may employ default provisions in Chapter 60A-1.006(3), FAC. Waiver of any breach in a provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract. In the event of termination pursuant to this paragraph, Contractor shall be compensated only for work satisfactorily completed prior to notification of termination, less any damages incurred as a result of breach or non-performance. This provision does not limit CLMRWDB's right to remedies at law or in equity.
- B. Remedies for Breach – In the event of a breach by Contractor of any of the terms or conditions of this Contract, CLMRWDB may elect one or more of the following remedies:
  - 1. Requiring a written report of corrective action within a specified time frame;
  - 2. Withholding payment;
  - 3. Formal Audit of funds spent to date;
  - 4. Removal from CLMRWDB's Bidder List;
  - 5. Disallowing claims, payments or costs;
  - 6. Deobligating contract funds;
  - 7. Legal actions to recoup unspent funds;
  - 8. Increasing monitoring of program operations;
  - 9. Suspending or terminating the Contract;
  - 10. Legal actions as warranted.

### **37. Labor Standards - Displacement Prohibitions**

WIOA Section 181(b) (2), states:

- 1. Displacement:
  - a. Prohibition.--A participant in a program or activity authorized under this title (referred to in this section as a "specified activity") shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work,

Contract #CCF PY19-01

July, 1, 2019

- wages, or employment benefits) any currently employed employee (as of the date of the participation).
- b. Prohibition on impairment of contracts.--A specified activity shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
2. Other prohibitions.--A participant in a specified activity shall not be employed in a job if—
    - a. any other individual is on layoff from the same or any substantially equivalent job;
    - b. the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy so created with the participant; or
    - c. the job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation).
  3. Health and safety.--Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation law applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment.
  4. Employment conditions.--Individuals in on-the-job training or individuals employed in programs and activities under this title, shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
  5. Opportunity to submit comments.--Interested members of the public, including representatives of businesses and of labor organizations, shall be provided an opportunity to submit comments to the Secretary with respect to programs and activities proposed to be funded under subtitle B.
  6. No impact on union organizing.--Each recipient of funds under this title shall provide to the Secretary assurances that none of such funds will be used to assist, promote, or deter union organizing.”

The Contractor agrees to take all appropriate steps to insure that no funds are used in contravention of the provisions cited above.

### **38. Notices**

Transmittal of notices regarding this contract from the Contractor to the Grantee shall be made in writing detailing information that affects the contract. These notices shall be sent to: Thomas E. Skinner, Chief Executive Officer, CLMRWDB, 3003 SW College Road, Suite 205, Ocala, FL 34474. All notices should include the program name, the contract number and date change takes effect.

Contract #CCF PY19-01

July, 1, 2019

### **39. Notice of Requirements Pertaining to Rights to Data.**

Specifically, the awarding agency and the Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).

### **40. Headings**

Headings contained in the Contract are provided for ease of reference and are not to be construed as part of the Contract.

### **41. Page Numbers**

Page numbers throughout this Contract are consecutive from page 1 through the Signature Page of the pre-formatted Boiler-Plate Contract. Pages inserted within the Contract under Statements/Certifications and any Exhibits will be numbered with the appropriate section page number followed by A, B, C, or -1, -2, -3, etc., until each page inserted in those areas are counted in the Contract.

### **42. 501(c) Disclosure**

A tax-exempt organization under s.501(c) of the Internal Revenue Code of 1986, which receives funds under this chapter, must disclose receipt of federal funds on any advertising, promotional, or other material in accordance with federal regulations.

### **43. Termination for Cause**

If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Grantee shall thereupon have the right to terminate this Contract, by giving written notice to the Contractor (via register mail, return receipt requested) of such termination and specify the effective date thereof, at least fifteen (15) days before the effective date of such termination. The Contractor has 30 days from the termination date to close this Contract.

Anything to the contrary notwithstanding, cancellation shall be instant if at any time the Department of Labor or the State of Florida cancels, fails to fund or otherwise terminates or negates the Grant through which this Contract is funded. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Grantee, become the Grantee's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the Contract by the Contractor, and the Grantee may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantee from the Contractor is determined.

Contract #CCF PY19-01

July, 1, 2019

It is expressly agreed that the Grantee's determination as to the quality and acceptability of services under this Contract shall be conclusive, subject to any rights of appeal available to the Contractor.

#### **44. Termination for Convenience**

- a) Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice (via register mail, return receipt requested) prior to the effective date of such termination.
- b) The performance of work under the Contract may be terminated, in whole, or from time to time, in part, by the Grantee whenever the Grantee determines that such termination or suspension is in the best interest of the Grantee and the CLMRWDB. Termination of work hereunder shall be effective by delivery to the Contractor of a Notice of Termination (via registered mail, return receipt requested) specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than fifteen (15) days after receipt of notice thereof.
- c) After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The Contractor has 30 days from the termination date to close this Contract. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to:
  1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and,
  2. Assign to the Grantee in the matter, at the time and to the extent directed by the Grantee, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

#### **45. Counterparts to the Contract**

This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantee will furnish the Contractor with one of the two originally executed counterparts.

#### **46. As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012**

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC). The contractor

Contract #CCF PY19-01

July, 1, 2019

shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub L.111-5).

## **47. Reporting Of Additional Funding Sources**

Upon acceptance of a Workforce grant award, Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the grant project. Communication and coordination between the Grantee and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantee of all additional funding received, directly or indirectly, and the sources that have a significant impact on Workforce grant-supported projects/activities.

This information may be required where collaboration and/or coordination with other programs, services, or activities are required or desired. In these cases, Contractors must describe how activities funded from this grant will be coordinated with other programs, services, and activities funded from other sources. The purpose of such coordination is to ensure that: the use of funds from all sources is maximized; program services and activities are not duplicated among programs; and services are provided to participants in an integrated, coherent fashion.

## **48. Contract Closeout Procedures**

Closeout procedures for contracts/grants are necessary to ensure the timely closure of contracts, and to facilitate the timely and accurate financial and programmatic information reporting as required by federal and state mandates. Contractor agrees to adhere to the specific closeout actions and procedures as required by CareerSource Citrus Levy Marion's policy LOP-WC-025 and/or additional Board instructions after receipt of notice of termination of a contract/grant or at the end of the contracted period. Contractor also agrees to provide additional information and/or documents that may be required to effectively terminate the contract which may not be explicitly mentioned or enumerated in the local operating policy.

## **49. Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (a) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant; and (b) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307

## **50. Priority of Service**

Section 134(c) (3) (E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, one-stop center staff responsible for these funds must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services, and training services. Under WIOA, priority must be provided regardless of the level of funds. WIOA also expanded the priority to include individuals who are basic skills deficient as defined in WIOA section 3(5).

## **51. Green Jobs Act of 2007**

Contractor is subject to the administrative standards and provisions of the Green Job Act of 2007, Public Law 110-140, 121 Stat. 1748 (codified at 29 U.S.C. 2916)

## **52. Marketing and Communications**

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between \*\*\* and CareerSource Citrus Levy Marion under a grant through the US Department of Labor.

## **53. Required Language on Products Developed With Grant Funds**

If applicable, Grantee and Contractor must include the following language on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

## **54. Restrictions on Food and Beverage Cost**

As a sub recipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CareerSource Citrus Levy Marion in the performance of this contract, Contractor is responsible for following the below guidelines as established by s. 445.007(10), Florida Statutes:

“State and federal funds provided to the regional workforce boards may not be used directly or indirectly to pay for meals, food, or beverages for board members, staff, or employees of regional workforce boards, Workforce Florida, Inc., or the Agency for Workforce Innovation except as expressly authorized by state law. Preapproved, reasonable, and necessary per diem allowances and travel expenses may be

Contract #CCF PY19-01

July, 1, 2019



reimbursed. Such reimbursement shall be at the standard travel reimbursement rates established in s. [112.061](#) and shall be in compliance with all applicable federal and state requirements. Boards are prohibited from expending state or federal funds for entertainment costs and recreational activities for board members and employees as these terms are defined by 2 C.F.R. part 230.”

In accordance with DEO FG-071 dated May 7, 2012, the following exception applies to the policy as it pertains to Workforce Youth Services Program participants:

“State and federal funds may be used to provide food, beverage or dining activities for youth enrolled and participating in workforce youth programs provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal or if contracted for by the regional workforce board, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in Florida Statutes 112.061(6)(b).”

## **55. Restrictions on Contracts with Grantee Board Members**

Any agreement between the CLMRWDB and an organization or individual represented on the Grantee’s Board of directors must be approved by a two-thirds vote of the Board. Any expenditures prior to the date of approval shall not be reimbursed to the organization or individual represented on the Board of Directors if the contract is rejected by a vote of the Board.

**56. Contractor agrees to comply with the Davis-Bacon Act** as amended, as supplemented, the Copeland Anti-Kickback Act , as supplemented, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented, regarding labor standards for federally assisted construction sub agreements.

## **57. Rights to Inventions Made Under Contract**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **58. Acronyms**

|       |                                                                       |
|-------|-----------------------------------------------------------------------|
| AA    | Affirmative Action                                                    |
| ABE   | Adult Basic Education                                                 |
| ACT   | Personal Responsibility & Work Opportunity Reconciliation Act of 1996 |
| ADA   | Americans with Disabilities Act                                       |
| ALMIS | America’s Labor Market Information System                             |
| ATLAS | Automated Tracking Linking Archiving System                           |
| AWI   | Agency for Workforce Innovation                                       |
| CBO   | Community Based Organization                                          |
| CCF   | College of Central Florida                                            |

Contract #CCF PY19-01

July, 1, 2019

|          |                                                                |
|----------|----------------------------------------------------------------|
| CEO      | Chief Elected Official                                         |
| CFDA     | Catalog of Federal Domestic Assistance                         |
| CFR      | Code of Federal Regulations                                    |
| CIP      | Classification of Instructional Program                        |
| CLMRWDB  | Citrus Levy Marion Regional Workforce Development Board        |
| CRT      | Classroom Training                                             |
| CSCLM    | CareerSource Citrus Levy Marion                                |
| CSWEX    | Community Service Work Experience                              |
| DCF      | Department of Children & Families                              |
| DOE      | Department of Education                                        |
| DOL      | Department of Labor                                            |
| DOT      | Dictionary of Occupational Titles                              |
| DVOP     | Disabled Veteran Outreach Program                              |
| DVR/VR   | Division of Vocational Rehabilitation                          |
| DW       | Dislocated Worker                                              |
| ED       | Economic Development                                           |
| EDC      | Economic Development Council                                   |
| EEO      | Equal Employment Opportunity                                   |
| EEOC     | Equal Employment Opportunity Commission                        |
| EER      | Entered Employment Rate (Job Placement Rate)                   |
| ESL/ESOL | English as a Second Language                                   |
| EST      | Employment Skills Training                                     |
| ETA      | Employment and Training Administration (USDOL)                 |
| EZ       | Enterprise Zone                                                |
| FBO      | Faith Based Organization                                       |
| FETPIP   | Florida's Education and Training Placement Information Program |
| FSET     | Food Stamps Employment & Training Program                      |
| FY       | Fiscal Year                                                    |
| GED      | General Equivalency Diploma                                    |
| HEA      | Higher Education Act                                           |
| IEP      | Individual Employment Plan                                     |
| IRP      | Individual Responsibility Plan                                 |
| IS       | In School                                                      |
| ISS      | Individual Service Strategy                                    |
| ITA      | Individual Training Account                                    |
| ITN      | Invitation to Negotiate                                        |
| LEA      | Local Education Agency                                         |
| LEO      | Local Elected Official                                         |
| LLSIL    | Lower Living Standard Income Level                             |
| LMA      | Labor Market Area                                              |
| LMI      | Labor Market Information                                       |
| LVER     | Local Veteran's Employment Representative                      |
| MIS      | Management Information Systems                                 |
| MSA      | Metropolitan Statistical Area                                  |
| MTC      | Marion Technical College                                       |

Contract #CCF PY19-01

July, 1, 2019

|       |                                                             |
|-------|-------------------------------------------------------------|
| NACO  | National Association of Counties                            |
| NAWB  | National Association of Workforce Boards                    |
| NAWDP | National Association of Workforce Development Professionals |
| NEG   | National Emergency Grant                                    |
| NFA   | Notice of Funds Available                                   |
| OJT   | On The Job Training                                         |
| OMB   | Office of Management & Budget                               |
| OS    | Out of School                                               |
| OSMIS | One Stop Management Information System                      |
| OST   | Occupational Skill Training                                 |
| OY    | Older Youth                                                 |
| RFB   | Request for Bid                                             |
| RFP   | Request For Proposal                                        |
| RFQ   | Request for Quotation                                       |
| RR    | Rapid Response                                              |
| SBMC  | School Board of Marion County                               |
| SIC   | Standard Industrial Code                                    |
| TAA   | Trade Adjustment Assistant                                  |
| TABE  | Test of Adult Basic Education                               |
| TANF  | Temporary Assistance for Needy Families                     |
| TCA   | Temporary Cash Assistance                                   |
| TJTC  | Targeted Jobs Tax Credit                                    |
| UC    | Unemployment Compensation                                   |
| VR    | Vocational Rehabilitation                                   |
| WDB   | Workforce Development Board                                 |
| WEX   | Work Experience                                             |
| WFI   | Workforce Florida, Inc.                                     |
| WIOA  | Workforce Innovation and Opportunity Act                    |
| WOTC  | Work Opportunity Tax Credit                                 |
| WP    | Wagner-Peyser                                               |
| WTC   | Withlacoochee Technical College                             |
| WTP   | Welfare Transition Program                                  |
| WtW   | Welfare to Work                                             |
| YY    | Younger Youth                                               |
| YB    | Youth Build                                                 |

Contract #CCF PY19-01

July, 1, 2019

**STATEMENTS/CERTIFICATIONS**

Contract #CCF PY19-01

July, 1, 2019

**STATEMENT OF CONTRACTOR'S MAINTENANCE OF PARTICIPANTS AND FINANCIAL RECORDS**

The following individual(s) and site(s) have been delegated signatory authority for the program's participant and financial documents:

1. F. Joseph Mazur III, Vice President of Administration and Finance  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

3001 SW College Rd, Office 1-107, Ocala, FL 34474  
Address

352.873.5823 Ext 1777  
Telephone

August 28, 2019  
Date

2. \_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

3. \_\_\_\_\_  
Typed Name/Title of Signee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

Contract #CCF PY19-01

July, 1, 2019

## CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

### SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

District Board of Trustees of  
College of Central Florida

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

F. Joseph Mazur III  
Name of Official (Type or Print)

3001 SW College Rd, Office I-107  
Business Address

Date: August 28, 2019

Ocala, FL 34474  
City, State, Zip Code

### SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

| Name  | Title or Position | Date of Filing |
|-------|-------------------|----------------|
| _____ | _____             | _____          |
| _____ | _____             | _____          |
| _____ | _____             | _____          |

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Business Address

Date

\_\_\_\_\_  
City, State, Zip Code

Contract #CCF PY19-01

July, 1, 2019

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative: F. Joseph Mazur III  
Vice President of Administration and Finance

\_\_\_\_\_  
Signature

August 28, 2019  
Date

Contract #CCF PY19-01

July, 1, 2019

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification can be included in the award documents for all sub awards at all tiers (including Subcontracts, sub grants and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor/Name of Certifying Official: F. Joseph Mazur III

\_\_\_\_\_  
Signature of Certifying Official

August 28, 2019  
Date

Contract #CCF PY19-01

July, 1, 2019



## **CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

I, F. Joseph Mazur III, an authorized representative of the Contractor do hereby make the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988, 41 U.S.C.702 et seq., and 2 CFR 182. The Contractor will:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying action that will be taken against employees for violation of such prohibition;
- b. Establish a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The Contractor's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Make it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a) of this certification;
- d. Notify the employees in the statement required by paragraph (a) of this certification that, as a condition of employment under the grant, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the Contractor of any criminal drug statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction; and
- e. Notify the CLMRWDB within ten (10) days after receiving notice under this subparagraph (d) (2), from an employee or otherwise receiving Actual notice of such conviction;
- f. Take one of the following actions, within 30 days of receiving notice under the subparagraph (d) (2), with respect to any employee who is so convicted:
  1. Take appropriate personnel action against such an employee, up to and including termination; or

Contract #CCF PY19-01

July, 1, 2019

2. Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract.

Place of Performance (street address, city, state, zip code and county)

District Board of Trustees of College of Central Florida  
Contractor

3001 SW College Road  
Street Address

Ocala, FL 34474  
City, State, ZIP Code

Marion  
County

\_\_\_\_\_  
Signature of Certifying Official

August 28, 2019  
Date

## **SWORN STATEMENT UNDER SECTION 287/133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Marion

Before me, the undersigned authority, personally appeared F. Joseph Mazur, III, who, being by me first duly sworn, made the following statement:

1. The business address of: College of Central Florida 3001 SW College Road, Ocala FL 34474 (Contractor) is
2. My relationship to (Contractor) is Vice President of Administration and Finance (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

Contract #CCF PY19-01

July, 1, 2019

**(Draw a line through paragraph 6 if paragraph 7 below applies.)**

~~7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

**(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
F. Joseph Mazur III, Vice President of Administration and Finance  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the day of \_\_\_\_\_, 2019 .

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires

# **CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCES**

(29 CFR Part 37 and 45 CFR Part 80)

As a condition of the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The CONTRACTOR also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIOA Title I – financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that Grantee and the United States has the right to seek judicial enforcement of the assurance.

By signing below, the CONTRACTOR certifies and assures that it will fully comply with the applicable assurances outlined above.

F. Joseph Mazur III, Vice President of Administration and Finance

Name and Title of Authorized Representative

---

Signature

Date

Contract #CCF PY19-01

July, 1, 2019

## **CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975**

The CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

Contract #CCF PY19-01

July, 1, 2019

The CONTRACTOR agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient for the period during which it retains ownership or possession of the property. The Applicant/Recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the CONTRACTOR to the above provisions.

Date: August 28, 2019

F. Joseph Mazur III, Vice President of Administration and Finance

Signature and Title of Authorized Official

District Board of Trustees of College of Central Florida  
Name of Contractor

3001 SW College Rd  
Street

Ocala, FL 34474  
City, State, ZIP Code

Contract #CCF PY19-01

July, 1, 2019

**EXHIBIT I (CONTRACT DATES) – July 1, 2018 to June 30, 2019**

Contract #CCF PY19-01

July, 1, 2019



**EXHIBIT II (if any, for example; scope/statement of work, performance requirements)**

**Intentionally Left Blank**

# SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract and in signing and dating same, thereby validating this Contract, the parties also certify that each possesses legal authority to Contract and bind their respective organizations in their capacity as a signatory official.

**Citrus Levy Marion Regional  
Workforce Development Board, Inc.**

**District Board of Trustees Of  
The College Of Central Florida**

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

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

\_\_\_\_\_  
**(Insert name)**  
Board Chair

Joyce Brancato  
Chair, District Board of Trustees of College of Central Florida

\_\_\_\_\_  
Date

August 28, 2019  
Date

**WITNESSES: (signatures)**  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**  
\_\_\_\_\_  
\_\_\_\_\_

# **COLLEGE OF CENTRAL FLORIDA**

10

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Health Sciences Technology Center – Phase 2  
Construction GMP

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

### **OBJECTIVE AND PERTINENT FACTS:**

At the June 13, 2018 meeting, the District Board of Trustees authorized the President to negotiate and sign an agreement with Ausley Construction Company, LLC to provide construction management services to the College of Central Florida. Per the College's Construction Management Agreement with Ausley Construction Company, LLC, a Phase 2 Guaranteed Maximum Price (GMP) in the amount of \$1,393,973.00 for the West Campus Demolition of Buildings 13, 14, 15, 17, relocation of Building 22 Greenhouse, remodel Building 23 to West Campus Chiller Plant, site preparation, and site infrastructure including underground utilities as designed by the project architect and his consulting engineers and approved by the project design team and steering committee is presented for Board approval.

### **RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the Phase 2 GMP (Guaranteed Maximum Price) of \$1,393,973.00 with Ausley Construction Company, LLC and authorize the Board Chair to sign.



PLANT OPERATIONS DEPARTMENT

MEMORANDUM

To: Joe Mazur, Vice President Administration and Finance  
Date: August 12<sup>th</sup>, 2019  
From: Tommy Morelock

Tommy Morelock

A handwritten signature in black ink, appearing to read 'Tommy Morelock', written over a horizontal line.

Date

08/12/19

Re: Health Science Technology Center  
Ausley Construction Company, LLC  
Phase II GMP – Amendment 2

For your review / approval and District Board of Trustees Approval:

Per the June 13<sup>th</sup>, 2018 agreement between the District Board of Trustees of the College of Central Florida and our construction manager Ausley Construction Company, LLC, Article 7 Guaranteed Maximum Price for Construction. I am requesting approval for the attached Amendment Number 2, GMP (guaranteed maximum price) for the West Campus Demolition of Buildings 13, 14, 15, 17, and the relocation of Building 22 Greenhouse. As designed by the project architect and his consulting engineers and approved by the project design team.

The proposed Guaranteed Maximum Price \$1,393,973.00

Cc: Katie Hunt, Project Manager  
Pat Wender, Assistant to Project Manager  
Steve Ash, AVP for Finance  
Mary Cipolla, Accounting

Attached: Exhibit A - Guaranteed Maximum Price Breakdown  
Exhibit I - Alternates, Clarifications, Qualifications and Assumptions, CF Vintage Farm Ocala FL (pages 1, 2, and 3)  
Amendment Number 1 - Recitals

AMENDMENT NUMBER 2 TO CONSTRUCTION MANAGEMENT SERVICE AGREEMENT  
BETWEEN AUSLEY CONSTRUCTION COMPANY, LLC AND THE DISTRICT BOARD OF  
TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

This Amendment Number 2 to the Construction Management Service Agreement dated June 13<sup>th</sup>, 2018 (hereinafter referred to as the "CM Contract") between Ausley Construction Company, LLC, (hereinafter referred to as "Ausley") and the District Board of Trustees of the College of Central Florida (hereinafter referred to as the "College").

RECITALS

WHEREAS, the College first entered into a CM Contract with Ausley on June 13<sup>th</sup>, 2018 to provide complete Construction Manager at Risk services to construct the College of Central Florida Health Science Technology Education Center and hereby incorporated by reference.

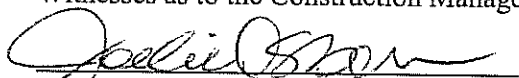
In consideration of the mutual covenants contained herein and intending to be bound thereby, the parties agree as follows:

Article 7 Guaranteed Maximum Price for Phase 2-West Campus Demolition and Greenhouse Relocation

- 1.) Exhibit A, attached
- 2.) Date of Drawings and Specifications, attached in Exhibit I
- 3.) Allowances (Included in Estimate)
- 4.) Assumptions and clarifications, attached Exhibit I

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NUMBER 2 to the CM Contract on August 8th, 2019.

Witnesses as to the Construction Manager:



Witness 1



Witness 2

AUSLEY CONSTRUCTION COMPANY, LLC.

By: Todd M. Duffy

Its: COO

Witnesses to the College:

DISTRICT BOARD OF TRUSTEES OF THE  
COLLEGE OF CENTRAL FLORIDA

\_\_\_\_\_  
Witness 1

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

\_\_\_\_\_  
Witness 2

**EXHIBIT A - CONSTRUCTION MANAGER AT RISK CONTRACT**

**Phase II West Campus Demolition and Greenhouse Relocation**

COLLEGE OF CENTRAL FLORIDA HEALTH SCIENCE TECHNOLOGY EDUCATION CENTER

THIS FORM IS TO BE SUBMITTED AS PART OF EACH PROJECT GMP AND APPROVED BY THE OWNER

Contractor to fill in all items shown in yellow.

| GUARANTEED MAXIMUM PRICE BREAKDOWN                                    |                       |                           |
|-----------------------------------------------------------------------|-----------------------|---------------------------|
| DESCRIPTION                                                           | AMOUNT                | PERCENT                   |
| Relocation/Demolition Phase General Conditions Cost/Reimbursable Cost | \$204,463.00          |                           |
| Site Phase General Conditions Cost/Reimbursable Cost                  |                       |                           |
| Building Phase General Conditions Cost / Reimbursable Cost            |                       |                           |
| Insurance                                                             | \$15,486.00           | Allowance                 |
| Bonds                                                                 | \$10,324.00           | Allowance                 |
| <b>Subtotal-General Conditions</b>                                    | <b>\$230,273.00</b>   |                           |
| Value of Divisions 02000 - Division 17000 (33000)                     | \$1,032,409.00        |                           |
| <b>Construction Cost</b>                                              | <b>\$1,262,682.00</b> |                           |
|                                                                       | AMOUNT                | PERCENT                   |
| Pre-Construction Design & Bid Site Phase Fee                          |                       |                           |
| Pre-Construction Design & Bid Building Phase Fee                      |                       |                           |
| Relocation / Phase 1 Fee                                              | \$69,447.00           | 5.5% of Construction Cost |
| Site Construction Phase Fee                                           |                       |                           |
| Construction Phase Fee                                                |                       |                           |
| Allowable CM Contingency (Determined by Owner)                        | \$61,844.00           |                           |
| Allowable Owner's Contingency (Determined by Owner)                   |                       |                           |
| <b>Guaranteed Maximum Price</b>                                       |                       | <b>\$1,393,973.00</b>     |

| LIQUIDATED DAMAGES                                                      |                            |                                        |            |
|-------------------------------------------------------------------------|----------------------------|----------------------------------------|------------|
| (Coordinate with SPC if damages for delays is not detailed in contract) |                            |                                        |            |
| Substantial Completion Date                                             | 152 days from NTP 9/2/2019 | Associated Liquidated Damages Per Diem | \$1,000.00 |
| Final Completion Date                                                   | 182 days from NTP 9/2/2019 | Associated Liquidated Damages Per Diem | \$500.00   |

| CONSTRUCTION MANAGER AT RISK                                                     |                    |              |                                  |
|----------------------------------------------------------------------------------|--------------------|--------------|----------------------------------|
| (Contractor to adjust Project Staff in accordance with Contract and Project GMP) |                    |              |                                  |
| Name                                                                             | Title              | Cell         | Email                            |
| Todd M. Duffy                                                                    | Project Exec.      | 352-572-0252 | Tduffy@ausleyconstruction.com    |
| Dustin Magamoll                                                                  | Project Mgr.       | 352-572-2668 | Dmagamoll@ausleyconstruction.com |
| Jodie Osborn                                                                     | Project Accounting | 352-629-8177 | josborn@ausleyconstruction.com   |
| Jake Bradham                                                                     | IT Support         | 352-354-7575 | helpdesk@brickcityit.com         |
| Steve Ausley                                                                     | Safety Director    | 352-629-8177 | Steve@ausleyconstruction.com     |
| TBD                                                                              | Superintendent     |              |                                  |
| TBD                                                                              | Site Secretary     |              |                                  |
| TBD                                                                              | Asst Supt.         |              |                                  |
| TBD                                                                              | Project engineer   |              |                                  |



## Exhibit "I"

### ALTERNATES, CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

#### Phase 2- West Campus Demolition and Greenhouse Relocation - Ocala, FL

In accordance with plans by Hunton Brady Architects titled College of Central Florida Health Science Technology Education Center Phase 2 Demolition dated 7-8-19, London Engineering Plans titled CF Vintage Farm Greenhouse Area dated 7-8-2019, Rispoli and Associates plans titled New Foundation for Existing Relocated Green House for College of Central Florida dated 5-16-2019 and by Mitchell and Gullledge Engineering dated 7-09-2019, and Rispoli and Associates plans titled New Greenhouse Mechanical Building for College of Central Florida dated 5-16-2019 and the following items:

#### OFCI-Owner Furnished Contractor Relocated Items

1. Exhaust Fans in Greenhouse
2. Cooling System in Greenhouse
3. Heaters in Greenhouse
4. Tables in Greenhouse
5. Boiler in Mechanical Room
6. All electrical panels, lighting, fixtures, devices, etc.

#### OFOI-Owner Furnished Owner Installed

1. Fire Alarm System
2. Audio/Visual Equipment and systems
3. Phone/Data/Cabling/Equipment
4. Exterior Building Signage, Pylon signage, post signage, way finding signage, flags, banners, etc.
5. Trash cans, floor mats, cigarette disposals, etc.

### CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

#### GENERAL CONDITIONS

1. Pricing is good for 30 days from date of this proposal.
2. The general conditions are based on a 5 month construction duration not to include landscaping.
3. Payment and Performance Bond is included.
4. Builder's Risk Insurance is by owner
5. Building Permit Fee is by owner.
6. Material testing, special inspections, threshold inspections are by CM.
7. Impact fees, Connection & Tap fees, Transportation fees, etc. required by city or authority having jurisdiction are by owner.



## Exhibit "I"

### ALTERNATES, CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

#### Phase 2- West Campus Demolition and Greenhouse Relocation - Ocala, FL

8. All commissioning of systems is by owner. Commissioning Agent not contracted yet and additional costs from subcontractors may be incurred once final analysis, pre-functional checklists, functional testing program is determined.
9. All design/engineering fees by others – including any additional engineering fees required for all building components and/or shop drawings

#### Sitework

10. Any extra relocation or removal of existing sewer, water, electrical, gas utilities, etc. necessary and not shown on plans will be at additional cost.
11. Geo-pier foundations, Driven Piles, Auger Cast Piles, deep foundations, etc are not included.
12. Any unforeseen subsurface conditions, unsuitable material, soil contamination, AHJ or Department of Environmental Protection requirements are not included.
13. Any asbestos testing, inspection fees.
14. Dewatering by well points is included for over-excavation program, foundation work or underground utilities.
15. Sinkhole repair, mitigation of any kind is not included.
16. Seismic design requirements are not included.
17. Variation in color between new and old may occur at stained sidewalk and standard sidewalk work.
18. Foundation drainage systems are not specified or included.
19. Termite treatment is included.
20. Landscape Lighting is not included.
21. Any offsite utility work required that is not shown is not included.
22. Temporary irrigation is not included.
23. Landscaping and Irrigation is by allowance at this time.
24. Deck/Pond Liners/Pump and all associated lighting and required electrical are by others at this time.
25. True Grid Stalls shown shall be asphalt.
26. Pavement and parking shown as alternate on site work clarification plan not included. Plans to be adjusted by London Engineering.

#### Demolition

27. Asbestos Mitigation is included per report prepared by EE&G dated 4-17-2019.
28. Removal of all FFE is by owner prior to Demo of buildings.
29. Note D-9 on sheet not included. We will grout solid lines and leave grate/manhole in place.





## Exhibit "I"

### ALTERNATES, CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

#### Phase 2- West Campus Demolition and Greenhouse Relocation - Ocala, FL

30. Potential risk for contaminated soil at building 15. Allowance is included to mitigate.
31. Potential Tank at Building 15. Allowance is included to remove.
32. AHU decommissioning and refrigerant collection included.
33. Chillers to be removed by owner.
34. Brick, compressors, awnings, ffe, storage containers, walk-in cooler panels and compressor, aluminum pickett fence at building 14, paint, scaffolding, pallets all removed and relocated from site by owner.

#### Building Structure and Exterior

35. Stucco and metal roof included at this time for mechanical building. Corten roof and wood siding to be evaluated at a later date.

#### Interior Finishes

36. Gravel trench included with 8" of gravel only.
37. Smart Boards, White Boards, Projectors, Speaker Systems, Audio/Visual Systems are by owner.
38. Painted block on pump house. Exposed structure on Greenhouse.

#### Plumbing

39. Plumbing per plans
40. Double compartment sink shown on greenhouse architectural plans not included.
41. Includes hotwater lines from pump house to greenhouse only.
42. Irrigation Controls by others. Ausley will relocate to farm.
43. Gas line and meter to be furnished by Teco at no cost to owner.
44. Ausley includes gas line from regulator to greenhouse heaters.

#### HVAC

45. Includes Relocation of Boiler and heaters to Farm.
46. Includes Relocation of Fans from Existing Greenhouse to Farm.
47. Includes Relocation of Cooling Coils from Existing Greenhouse to Farm.
48. Includes Test and Balance

#### Fire Suppression System

49. Not included.



**Exhibit "I"**

**ALTERNATES, CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS**  
**Phase 2- West Campus Demolition and Greenhouse Relocation - Ocala, FL**

**Electrical Systems**

- 50. Temporary Electric and Water are to be utilized from campus and farm.
- 51. Power Company fees, transformers, primary power conductors by owner/city.
- 52. Fire Alarm by others.
- 53. Security Systems, camera systems by others.
- 54. Access control system and card readers are by others.
- 55. Lightning protection system not included.
- 56. Cabling is not included for data, phone, cable tv, educational tv, nurse call, muzak, audio/visual systems, intercom systems, security systems, etc and is by owner.
- 57. Conduit raceways for above ceiling fire alarm, data, phone, tv, nurse call, security, access cabling is not included. Conduit for fiber optic line from Barn to Pump House is included.
- 58. Irrigation control Wiring and set up by others and included as an allowance at this time.

**Staff Rates**

|                        |          |          |
|------------------------|----------|----------|
| Project Executive      | \$105/Hr | 5hrs/wk  |
| Project Manager        | \$105/Hr | 20hrs/wk |
| Project Superintendent | \$75/Hr  | 40hrs/wk |
| Project Accounting     | \$53/Hr  | 8hrs/wk  |
| Project Safety Manager | \$75/Hr  | 4hrs/wk  |

**COLLEGE OF CENTRAL FLORIDA**

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: RFP 19-5 Removal and Disposal of Solid Waste and Recyclables  
Recommendation for Award

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

The College requested proposals to provide removal and disposal of solid waste and recyclables services to the College of Central Florida. A total of two (2) responses were received. The committee ranked the firms as shown below:

| <b>RANKING</b> | <b>NAME OF FIRM</b> | <b>TOTAL SCORE</b> |
|----------------|---------------------|--------------------|
| 1              | Florida Express     | 22.20              |
| 2              | Waste Management    | 21.40              |

The Administration is requesting that the District Board of Trustees (DBOT) authorize the President or his designee to negotiate with the first-ranked firm on the list, Florida Express. If an agreement can be reached, the DBOT is requested to authorize the President or his designee to sign the necessary agreement with the firm and report that action to the Trustees at a subsequent meeting. If no agreement is reached, the DBOT is requested to authorize negotiations with the next-ranked firm until an agreement is reached.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees acknowledges the ranked list and authorizes the President or his designee to negotiate the agreement and the President to sign the agreement on successful conclusion of the negotiations. If negotiations with the first-ranked firm are not successful, the Board authorizes negotiations with the next-ranked firm. If no agreement is reached, the College will request new proposals for the project.



Description:  
**Removal and Disposal of Solid  
Waste and Recyclables**

|                                                                                                                                                              |                                                                                          |                                                                                                                                        |                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1. PROCUREMENT METHOD<br><input type="checkbox"/> Sealed Bid (ITB)<br><input checked="" type="checkbox"/> Negotiated (RFP)<br><input type="checkbox"/> Other | 2. SOLICITATION/ RFP/ITN NO.<br><br>RFP 19-5                                             | 3. ISSUE DATE<br><br>May 13, 2019                                                                                                      | 4. RFP SUBMITTALS DATE/TIME<br><br>June 26, 2019<br>2:00 P.M. |
| 5. DESCRIPTION OF COMMODITIES/SERVICES<br>Solid Waste / Recyclables                                                                                          | 6. NO. OF BIDS ISSUED<br>2                                                               | 7. NO. OF BIDS RECEIVED<br>2                                                                                                           |                                                               |
| 6. PERIOD OF SERVICE<br>Sept. 1, 2019 – August 31, 2022                                                                                                      | 7. TOTAL AMOUNT (including renewal periods if applicable)<br>See attached price schedule | 8. RENEWAL PERIODS (if applicable)<br>Option Year 1: Sept. 1, 2022 – August 31, 2023<br>Option Year 2: Sept. 1, 2023 – August 31, 2024 |                                                               |

**9. EVALUATION OF REQUEST FOR PROPOSALS**

Request for Proposal 19-5 was issued to two (2) interested companies on May 13, 2019. This requirement was advertised in accordance with the college procedures and Florida Statutes. A committee of a non-voting chair and five members were selected to evaluate and rank the proposals submitted.

On Wednesday, June 12, 2019, a pre-evaluation committee briefing was conducted by the Director of Purchasing to instruct evaluation committee members on the evaluation process, ranking, scoring and issues of confidentiality and disclosure. On Wednesday, June 26, 2019, two (2) RFP submittals were received. Rankings on the written evaluations were compiled and completed on Tuesday, July 16, 2019. There were no oral presentations. The results are as follows:

- 1 – Florida Express (22.20)
- 2 – Waste Management (21.40)

**10. BACKGROUND**

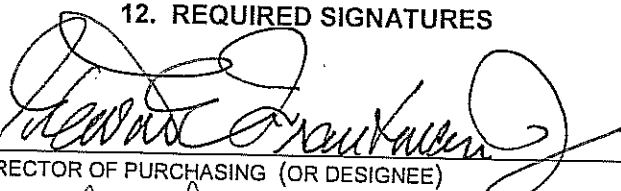
The College of Central Florida is seeking removal and disposal of solid waste and recyclable services. The terms of the agreement begin September 1, 2019 through August 31, 2022 as the base years with two (2) one year optional renewals September 1, 2022 through August 31, 2023 and September 1, 2023 through August 31, 2024.

**11. RECOMMENDATION/ACTION REQUESTED**

Based on the above rankings, approval is hereby requested to award RFP 19-5 Removal and Disposal of Solid Waste and Recyclables to Florida Express for the term of September 1, 2019 through August 31, 2024.

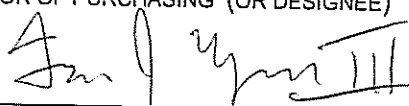
**12. REQUIRED SIGNATURES**

AWARD RECOMMENDATION:

  
 \_\_\_\_\_  
 DIRECTOR OF PURCHASING (OR DESIGNEE)

7-24-19  
DATE

AWARD CONCURRENCE:

  
 \_\_\_\_\_  
 VICE PRESIDENT OF FINANCE AND ADMINISTRATION (OR DESIGNEE)

8-15-2019  
DATE

AWARD APPROVAL:

\_\_\_\_\_  
 CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR (OR DESIGNEE)

\_\_\_\_\_  
DATE

FINAL RANKINGS



REQUEST FOR PROPOSALS 19-5  
REMOVAL AND DISPOSAL OF SOLID WASTE

WRITTEN PRESENTATION ONLY

| VENDORS            | KATIE HUNT |  |       | MARK SAKOWSKI |  |       | MIKE CROSBY |  |       | TOM GOLDNER |  |       | LANA LUTZ |  |       |
|--------------------|------------|--|-------|---------------|--|-------|-------------|--|-------|-------------|--|-------|-----------|--|-------|
|                    | Written    |  | TOTAL | Written       |  | TOTAL | Written     |  | TOTAL | Written     |  | TOTAL | Written   |  | TOTAL |
| Florida Express    | 4.75       |  | 4.75  | 4.65          |  | 4.65  | 4.40        |  | 4.40  | 4.25        |  | 4.25  | 4.15      |  | 4.15  |
| Waste Management   | 4.50       |  | 4.50  | 4.30          |  | 4.30  | 4.30        |  | 4.30  | 4.05        |  | 4.05  | 4.25      |  | 4.25  |
| <b>FINAL TOTAL</b> |            |  | 9.25  |               |  | 8.95  |             |  | 8.70  |             |  | 8.30  |           |  | 8.40  |

|                  |       |
|------------------|-------|
| Florida Express  | 22:20 |
| Waste Management | 21:40 |

*Stewart Drantman*  
Signature

7-11-18  
Date

**COPY**

# **COLLEGE OF CENTRAL FLORIDA**

12

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Anatomage Inc. Instructional Equipment Single Source Bid Exemption

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

### **OBJECTIVE AND PERTINENT FACTS:**

Through the College of Central Florida Foundation Inc. and the generous support of community donors, the College is able to purchase two (2) state-of-the-art, virtual dissection tables to provide our students with access to the best science and anatomy simulation equipment available.

College administration recommends approval to purchase these state-of-the-art virtual dissection tables from Anatomage Inc. totaling \$139,300 and exempt from "bid" requirement as allowed under Florida Administrative Code 6A-14.0734 (2)(a) and (h) – "Procurement Requirements" (excerpt):

- "(2) Exceptions to the requirement to solicit competitive offers are:
- (a) Educational texts, textbooks, instructional materials and equipment...;
  - and,
  - (h) Single source procurements for purposes of economy or efficiency in standardization of materials or equipment."

### **RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the purchase from Anatomage Inc. as a single source procurement of the instructional equipment as allowed under Florida Administrative Code.

# Anatomage

## Price Quotation

Anatomage Inc.  
303 Almaden Blvd., #700  
San Jose, CA 95110  
[www.anatomage.com](http://www.anatomage.com)  
[info@anatomage.com](mailto:info@anatomage.com)  
(408) 885-1474 Phone  
(408) 295-9786 Fax

Prepared By Daniel Spooner  
Phone (408) 885-1474 ext.  
Email [dspooner@anatomage.com](mailto:dspooner@anatomage.com)

Created Date 7/22/2019  
Quote Number 2019-4278

Contact Name Stewart Trautman  
Phone (352) 854-2322 ext 1227  
Email [trautmas@cf.edu](mailto:trautmas@cf.edu)

Bill To Name College of Central Florida  
Bill To 3001 SW College Rd  
Ocala, Florida 34474  
United States

Ship To Name College of Central Florida  
Ship To 3001 SW College Rd  
Ocala, Florida 34474  
United States

| Item # | Item Name/Description                                  | Unit Price        | Quantity | Total Price  |
|--------|--------------------------------------------------------|-------------------|----------|--------------|
|        | Anatomage Table + Digital Library                      | \$68,000.00       | 2.00     | \$136,000.00 |
|        | InVivo5 3D Imaging Software with Medical Design Studio | \$0.00            | 2.00     | \$0.00       |
|        | 1st Year Warranty, Software Upgrade, Tech Support      | Included w/ Table | 2.00     | \$0.00       |
|        | On-site Training                                       | Included w/ Table | 2.00     | \$0.00       |

*HORIZONTAL*

Total Price \$136,000.00  
Shipping and Handling \$3,300.00  
Grand Total \$139,300.00

Country of Origin: United States  
Place of Manufacture: San Jose, CA  
Price does not include taxes and duties, which must be paid by Consignee  
Quote is only valid in USD

Acceptance

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Sole Source Letter of Exclusive Technological Equipment

01/01/2019

This letter certifies the following:

The **Anatomage Table**, a 3D, interactive, virtual dissection table, is manufactured and distributed exclusively from Anatomage, Inc. domestically in San Jose, CA. Our technology is one-of-a-kind as follows:

- We are the only provider of this type of Virtual Dissection Table utilizing the imaging of Real Human Cadavers
- There are no other products that are compatible with the Anatomage Table
- The purchase of the Anatomage Table cannot be made from any other vendor
- The Anatomage technology holds a patent #Patent No. US 9,867,543 B2

The **Anatomage Table Application**, installed on the Anatomage Table is manufactured exclusively from Anatomage, Inc.

Anatomage's support for the Anatomage Table, covers but is not limited to the following:

- Anatomage Table Software Content and Functionality
- Invivo5 with Medical Design Studio Software Content and Functionality
- Anatomage Table Hardware & Software Troubleshooting
- One-Day, 8 Hour, On-Site training w/software engineer

The **Anatomage Table Cover**, is offered for sale with each Anatomage Table and is distributed exclusively from Anatomage, Inc.

Anatomage is the sole and exclusive manufacturer and distributor in the United States of America.

Please feel free to contact us if you have any questions regarding this matter.

Sincerely,

Kingston Yi

Western US Sales Manager

310.490.8171

[www.anatomage.com](http://www.anatomage.com)

[kyi@anatomage.com](mailto:kyi@anatomage.com)



# **COLLEGE OF CENTRAL FLORIDA**

13

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Request for State Matching Funds

INITIATOR: Christopher R. Knife

DATE: August 21, 2019

---

---

### **OBJECTIVE AND PERTINENT FACTS:**

Periodically, the CF District Board of Trustees requests matching funds from the Florida State College System for certain eligible private dollar contributions.

Accordingly, the CF Foundation submits the following:

CF Foundation proposes applying for state matching funds under the Dr. Phillip Benjamin Matching Grant Program for Florida College System Institutions (a 50/50 match on eligible contributions for scholarships and a 60/40 match on contributions for other eligible uses). The Foundation is requesting approval from the CF District Board of Trustees to apply for matching funds from the Florida Department of Education. Match can be applied for on eligible contributions received through and including February 1, 2019. The actual amount of private contributions received through February 1, 2019 and the match to be requested will be provided at the board meeting on August 28, 2019 along with supporting spreadsheets.

### **RECOMMENDATION/ACTION REQUESTED:**

That the CF District Board of Trustees approve the CF Foundation's proposed request for matching funds as indicated in the spreadsheet submitted at the August 28, 2019 District Board of Trustees meeting.

**College of Central Florida  
Dr. Phillip Benjamin Matching Grant Program  
for Florida College System Institutions**

**Private Contributions Received and State Match Requested**

|                    | <b>Private<br/>Contributions<br/>Received<br/>(Full Match)</b> | <b>Private<br/>Contributions<br/>Received<br/>(2/3rds Match)</b> | <b>State Match<br/>Requested<br/>Total</b> |
|--------------------|----------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------|
| <b>2008-2009</b>   | \$1,011,761                                                    | \$791,336                                                        | \$1,539,318                                |
| <b>2009-2010</b>   | \$772,906                                                      | \$938,837                                                        | \$1,398,797                                |
| <b>2010-2011</b>   | \$535,318                                                      | \$872,200                                                        | \$1,116,785                                |
| <b>2011-2012</b>   | \$178,389                                                      | \$1,746,450                                                      | \$1,342,689                                |
| <b>2012-2013</b>   | \$327,206                                                      | \$579,738                                                        | \$713,698                                  |
| <b>2013-2014</b>   | \$681,134                                                      | \$307,942                                                        | \$886,429                                  |
| <b>2014-2015</b>   | \$332,512                                                      | \$491,452                                                        | \$660,147                                  |
| <b>2015-2016</b>   | \$624,047                                                      | \$306,203                                                        | \$828,182                                  |
| <b>2016-2017</b>   | \$547,342                                                      | \$369,383                                                        | \$793,597                                  |
| <b>2017-2018</b>   | \$782,949                                                      | \$795,189                                                        | \$1,313,075                                |
| <b>*2018-2019</b>  | \$305,986                                                      | \$420,695                                                        | \$586,449                                  |
| <b>*2019-2020</b>  | \$502,677                                                      | \$770,836                                                        | \$1,016,568                                |
| <b>GRAND TOTAL</b> | \$6,602,227                                                    | \$8,390,261                                                      | \$12,195,734                               |

**COLLEGE:**

**COLLEGE OF CENTRAL FLORIDA FOUNDATION, INC.**

**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2018 THROUGH FEBRUARY 1, 2019  
(FISCAL YEAR 2019-20)**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2019, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING GRANT PROGRAM CERTIFICATION FORM**

|                                | 1                                               | 2                      | 3                           |
|--------------------------------|-------------------------------------------------|------------------------|-----------------------------|
| USE                            | NEW CONTRIBUTIONS RECEIVED 2/2/2018- 2/1/2019 * | STATE MATCH MULTIPLIER | TOTAL STATE MATCHING AMOUNT |
| 1 Scholarships Matching (100%) | \$502,677                                       | 1                      | \$502,677                   |
| 2 Other Eligible Uses (40/60%) | \$770,836                                       | 2/3                    | \$513,891                   |
| <b>TOTAL</b>                   | <b>\$1,273,513</b>                              |                        | <b>\$1,016,568</b>          |

**\*Please use whole dollars.**

NOTE: Section 1011.85(5), Florida Statutes, the matching ratio for donations that are specifically designated to support scholarships, including scholarships for first-generation-in-college students, student loans, or need-based grants shall be \$1 of state funds to \$1 of local private funds.

Row 1 - This certification should not include First Generation Matching Grant (FGMG) amounts nor amounts previously designated as Philip Benjamin contributions that were subsequently used to fund FGMG. FGMG is administered by the Office of Student Financial Assistance.

SB 2150 (2011) amended section 1011.85(13), Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org) by COB on Friday, August 30, 2019.**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

STATE MATCH REQUEST - 2019-2020  
 Gifts Received Between February 2, 2018 and February 1, 2019

| Fund ID                    | State Match Description | Gift Amount | Fund Type          | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------|-------------------------|-------------|--------------------|-----------------------------|-------------------------------------|------------|
| <b>OTHER ELIGIBLE USES</b> |                         |             |                    |                             |                                     | <b>51%</b> |
| ALUMNI_TRST Total          | OEU - Endowed           | 25.00       | Program            |                             | 16.67                               | 0.00%      |
| BOOTH CHR Total            | OEU - Endowed           | 100.00      | Endowed Chair      |                             | 66.67                               | 0.01%      |
| BRANAN-COM2 Total          | OEU - Endowed           | 4,337.98    | Endowed Chair      |                             | 2,891.99                            | 0.28%      |
| BRYANT Total               | OEU - Endowed           | 3,000.00    | Endowed Chair      |                             | 2,000.00                            | 0.20%      |
| CF/LEARN Total             | OEU - Endowed           | 65.00       | Endowed Chair      |                             | 43.33                               | 0.00%      |
| CFCITLIBEN Total           | OEU - Endowed           | 245.91      | Endowed Chair      |                             | 163.94                              | 0.02%      |
| DITTMAN Total              | OEU - Endowed           | 82,442.50   | Endowed Chair      |                             | 54,961.67                           | 5.41%      |
| HIATT_CHUCK Total          | OEU - Endowed           | 4,728.00    | Endowed Chair      |                             | 3,152.00                            | 0.31%      |
| KAPLWOMHIS Total           | OEU - Endowed           | 50.00       | Endowed Chair      |                             | 33.33                               | 0.00%      |
| PFF ENDOW Total            | OEU - Endowed           | 3,556.02    | Endowed Chair      |                             | 2,370.68                            | 0.23%      |
| VAZQUEZ_POET Total         | OEU - Endowed           | 1,022.00    | Endowed Chair      |                             | 681.33                              | 0.07%      |
| ADVENTNURSE Total          | OEU - Not endowed       | 50,000.00   | Program            |                             | 33,333.33                           | 3.28%      |
| ALUMNI_TRST Total          | OEU - Not endowed       | 150.00      | Program            |                             | 100.00                              | 0.01%      |
| AMA_STAIRS Total           | OEU - Not endowed       | 2,000.00    | Program            |                             | 1,333.33                            | 0.13%      |
| APPLE_BRICK Total          | OEU - Not endowed       | 100.00      | Program            |                             | 66.67                               | 0.01%      |
| APPLTON-PASS Total         | OEU - Not endowed       | 402,340.61  | Program            |                             | 268,227.07                          | 26.39%     |
| BLACKBOXTHTR Total         | OEU - Not endowed       | 5,000.00    | Program Restricted |                             | 3,333.33                            | 0.33%      |
| DONATE2COLLG Total         | OEU - Not endowed       | 69,200.00   | Program            |                             | 46,133.33                           | 4.54%      |
| ORD_RESTR Total            | OEU - Not endowed       | 21,000.00   | Program            |                             | 14,000.00                           | 1.38%      |
| URBAN_AMA Total            | OEU - Not endowed       | 13,000.00   | Program            |                             | 8,666.67                            | 0.85%      |
| PFF Levy-JAC Total         |                         | 100.00      |                    |                             | 66.67                               | 0.01%      |
| REACHHI_APPL Total         |                         | 4,823.00    |                    |                             | 3,215.33                            | 0.32%      |
| REACHHI_EQAG Total         |                         | 100,743.00  |                    |                             | 67,162.00                           | 6.61%      |
| REACHHI_HSCI Total         |                         | 2,806.50    |                    |                             | 1,871.00                            | 0.18%      |
| <b>SCHOLARSHIPS</b>        |                         |             |                    |                             |                                     | <b>49%</b> |
| 40&8-VOITURE Total         |                         | 2,000.00    |                    | 2,000.00                    |                                     | 0.20%      |
| ALVAREZ-END Total          |                         | 15.00       |                    | 15.00                       |                                     | 0.00%      |
| ASOKANSCH Total            |                         | 5,000.00    |                    | 5,000.00                    |                                     | 0.49%      |
| BRANANSCHO Total           |                         | 4,238.02    |                    | 4,238.02                    |                                     | 0.42%      |
| BROWDER Total              |                         | 25.00       |                    | 25.00                       |                                     | 0.00%      |
| BURNS_J Total              |                         | 500.00      |                    | 500.00                      |                                     | 0.05%      |
| BUSYBEEQUILT Total         |                         | 2,000.00    |                    | 2,000.00                    |                                     | 0.20%      |
| CEPEDAFAMILY Total         |                         | 7,500.00    |                    | 7,500.00                    |                                     | 0.74%      |
| CFALUMNI Total             |                         | 270.00      |                    | 270.00                      |                                     | 0.03%      |
| CFHEALTH Total             |                         | 2.50        |                    | 2.50                        |                                     | 0.00%      |
| CFNURSING Total            |                         | 13,000.00   |                    | 13,000.00                   |                                     | 1.28%      |
| CFPAS Total                |                         | 15.00       |                    | 15.00                       |                                     | 0.00%      |
| CIT_BACHELOR Total         |                         | 50.00       |                    | 50.00                       |                                     | 0.00%      |
| CJI-FallOfr Total          |                         | 2,370.00    |                    | 2,370.00                    |                                     | 0.23%      |
| CONLEY_J Total             |                         | 500.00      |                    | 500.00                      |                                     | 0.05%      |
| DELAY Total                |                         | 959.00      |                    | 959.00                      |                                     | 0.09%      |
| DENSON Total               |                         | 100.00      |                    | 100.00                      |                                     | 0.01%      |
| DOLLSCH_LE Total           |                         | 10.00       |                    | 10.00                       |                                     | 0.00%      |
| EPSILON Total              |                         | 30.00       |                    | 30.00                       |                                     | 0.00%      |
| EWERS Total                |                         | 200.00      |                    | 200.00                      |                                     | 0.02%      |
| FITZSIMMONS Total          |                         | 500.00      |                    | 500.00                      |                                     | 0.05%      |
| FTB&OA(Sch) Total          |                         | 1,000.00    |                    | 1,000.00                    |                                     | 0.10%      |

STATE MATCH REQUEST - 2019-2020  
 Gifts Received Between February 2, 2018 and February 1, 2019

| Fund ID                   | State Match Description | Gift Amount | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|---------------------------|-------------------------|-------------|---------------------|-----------------------------|-------------------------------------|------------|
| FULLER_T&S Total          |                         | 5,745.00    |                     | 5,745.00                    |                                     | 0.57%      |
| GADSON_TEVYN Total        |                         | 100.00      |                     | 100.00                      |                                     | 0.01%      |
| GARDING Total             |                         | 150,451.79  |                     | 150,451.79                  |                                     | 14.80%     |
| GENERAL_SCH2 Total        |                         | 250.00      |                     | 250.00                      |                                     | 0.02%      |
| GFWC Total                |                         | 500.00      |                     | 500.00                      |                                     | 0.05%      |
| GIFT OF HOPE Total        |                         | 25,647.50   |                     | 25,647.50                   |                                     | 2.52%      |
| GRIFFINSET Total          |                         | 29,675.05   |                     | 29,675.05                   |                                     | 2.92%      |
| HARRELLNURSE Total        |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| HOMOSAS_GAME Total        |                         | 3,912.00    |                     | 3,912.00                    |                                     | 0.38%      |
| JERNIGAN_C&E Total        |                         | 2,100.00    |                     | 2,100.00                    |                                     | 0.21%      |
| KEITZNURSCH Total         |                         | 15,700.00   |                     | 15,700.00                   |                                     | 1.54%      |
| KIWANISDUN Total          |                         | 6,650.00    |                     | 6,650.00                    |                                     | 0.65%      |
| KIWANISYONGE Total        |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| LEVIEN Total              |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| LIONS-MARKS Total         |                         | 1,100.00    |                     | 1,100.00                    |                                     | 0.11%      |
| LIONS-OCALA Total         |                         | 247.00      |                     | 247.00                      |                                     | 0.02%      |
| MCCLAINFOR Total          |                         | 25.00       |                     | 25.00                       |                                     | 0.00%      |
| MCMSHEALTH Total          |                         | 1,025.00    |                     | 1,025.00                    |                                     | 0.10%      |
| MCMS-MEM Total            |                         | 1,025.00    |                     | 1,025.00                    |                                     | 0.10%      |
| MINNERLY_E Total          |                         | 506.00      |                     | 506.00                      |                                     | 0.05%      |
| MOFFETTHMEM Total         |                         | 1,250.00    |                     | 1,250.00                    |                                     | 0.12%      |
| NILES Total               |                         | 450.00      |                     | 450.00                      |                                     | 0.04%      |
| NOZIK Total               |                         | 2,975.00    |                     | 2,975.00                    |                                     | 0.29%      |
| OAKRUN_GARD Total         |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| OCAPOLDEPT Total          |                         | 25.00       |                     | 25.00                       |                                     | 0.00%      |
| OHRMA-GOLD Total          |                         | 12,625.00   |                     | 12,625.00                   |                                     | 1.24%      |
| OTOW Total                |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| PALMERFAM Total           |                         | 20,000.00   |                     | 20,000.00                   |                                     | 1.97%      |
| PERRY_RACHEL Total        |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.10%      |
| PHITHE_TRANS Total        |                         | 175.00      |                     | 175.00                      |                                     | 0.02%      |
| ROSENBERG Total           |                         | 250.00      |                     | 250.00                      |                                     | 0.02%      |
| ROTARYBELL Total          |                         | 2,000.00    |                     | 2,000.00                    |                                     | 0.20%      |
| ROTARYCRYSRV Total        |                         | 2,500.00    |                     | 2,500.00                    |                                     | 0.25%      |
| SALSBURY-MUS Total        |                         | 120.00      |                     | 120.00                      |                                     | 0.01%      |
| SCHME_THEATR Total        |                         | 110.00      | Endowed Scholarship | 110.00                      |                                     | 0.01%      |
| SEAY_J&M_END Total        |                         | 640.00      |                     | 640.00                      |                                     | 0.06%      |
| SHELDON_H Total           |                         | 100.00      |                     | 100.00                      |                                     | 0.01%      |
| STEPS_CEDARK4 Total       |                         | 10,000.00   |                     | 10,000.00                   |                                     | 0.98%      |
| STEPS_FLORAL3 Total       |                         | 8,555.00    |                     | 8,555.00                    |                                     | 0.84%      |
| STEPS_GENERL Total        |                         | 550.00      |                     | 550.00                      |                                     | 0.05%      |
| STEPS_S.OCALAKRAZIT Total |                         | 7,401.00    |                     | 7,401.00                    |                                     | 0.73%      |
| STEPS_SPARR3 Total        |                         | 10,000.00   |                     | 10,000.00                   |                                     | 0.98%      |
| TOO18AGRIBUS              |                         | 29,995.51   |                     | 29,995.51                   |                                     | 2.95%      |
| THOMPSON_I Total          |                         | 100.00      |                     | 100.00                      |                                     | 0.01%      |
| TRAVOLTA_END Total        |                         | 148.00      |                     | 148.00                      |                                     | 0.01%      |
| WALDONAITF Total          |                         | 51,200.00   |                     | 51,200.00                   |                                     | 5.04%      |
| WALDRON_JIM Total         |                         | 2,000.00    |                     | 2,000.00                    |                                     | 0.20%      |
| WEAVER Total              |                         | 100.00      |                     | 100.00                      |                                     | 0.01%      |
| WEAVER_AARON Total        |                         | 500.00      |                     | 500.00                      |                                     | 0.05%      |

STATE MATCH REQUEST - 2019-2020  
 Gifts Received Between February 2, 2018 and February 1, 2019

| Fund ID                          | State Match Description | Gift Amount            | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total          |
|----------------------------------|-------------------------|------------------------|-----------|-----------------------------|-------------------------------------|---------------------|
| WESTFLORIDA Total                |                         | 46.96                  |           | 46.96                       |                                     | 0.00%               |
| ZANE Total                       |                         | 1,000.00               |           | 1,000.00                    |                                     | 0.10%               |
| ZOLLO_BOOK Total                 |                         | 400.00                 |           | 400.00                      |                                     | 0.04%               |
| BLAKEMAN_AWD Total               |                         | 200.00                 |           | 200.00                      |                                     | 0.02%               |
| PATRIOTFUND Total                |                         | 50.00                  |           | 50.00                       |                                     | 0.00%               |
| DONATE2COLLG Total               |                         | 1,500.00               |           | 1,500.00                    |                                     | 0.15%               |
| GED_DREAM Total                  |                         | 240.00                 |           | 240.00                      |                                     | 0.02%               |
| PATRIOTFUND Total                |                         | 13,356.20              |           | 13,356.20                   |                                     | 1.31%               |
| OHIORIENT Total                  |                         | 10,000.00              |           | 10,000.00                   |                                     | 0.98%               |
| BAYFRONT Total                   |                         | 5,000.00               |           | 5,000.00                    |                                     | 0.49%               |
| BROOKS-RAMAL Total               |                         | 1,870.00               |           | 1,870.00                    |                                     | 0.18%               |
| NURSINGSCH Total                 |                         | 2,000.00               |           | 2,000.00                    |                                     | 0.20%               |
| SIMONS_SCHLP Total               |                         | 5,000.00               |           | 5,000.00                    |                                     | 0.49%               |
| GFWC_OcalWom Total               |                         | 500.00                 |           | 500.00                      |                                     | 0.05%               |
| LIVEOAKPROP Total                |                         | 3,400.00               |           | 3,400.00                    |                                     | 0.33%               |
| MEA_TRST Total                   |                         | 400.00                 |           | 400.00                      |                                     | 0.04%               |
| ROTARYHOMSPR Total               |                         | 3,000.00               |           | 3,000.00                    |                                     | 0.30%               |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$ 770,835.52</b>   |           |                             |                                     |                     |
| <b>SCHOLARSHIP TOTAL</b>         |                         | <b>\$ 502,676.53</b>   |           |                             |                                     |                     |
| <b>GRAND TOTAL REQUESTED</b>     |                         | <b>\$ 1,273,512.05</b> |           | <b>\$ 502,677</b>           | <b>\$ 513,890</b>                   | <b>\$ 1,016,567</b> |

**COLLEGE:**

**COLLEGE OF CENTRAL FLORIDA FOUNDATION, INC.**

**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2017 THROUGH FEBRUARY 1, 2018  
(FISCAL YEAR 2018-19)**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2018, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING GRANT PROGRAM CERTIFICATION FORM**

|                                       | <b>1</b>                                               | <b>2</b>                      | <b>3</b>                           |
|---------------------------------------|--------------------------------------------------------|-------------------------------|------------------------------------|
| <b>USE</b>                            | <b>NEW CONTRIBUTIONS RECEIVED 2/2/2017- 2/1/2018 *</b> | <b>STATE MATCH MULTIPLIER</b> | <b>TOTAL STATE MATCHING AMOUNT</b> |
| <b>1 Scholarships Matching (100%)</b> | \$305,986                                              | 1                             | \$305,986                          |
| <b>2 Other Eligible Uses (40/60%)</b> | \$420,695                                              | 2/3                           | \$280,463                          |
| <b>TOTAL</b>                          | <b>\$726,681</b>                                       |                               | <b>\$586,449</b>                   |

**\*Please use whole dollars.**

NOTE: Section 1011.85(5), Florida Statutes, the matching ratio for donations that are specifically designated to support scholarships, including scholarships for first-generation-in-college students, student loans, or need-based grants shall be \$1 of state funds to \$1 of local private funds.

Row 1 - This certification should not include First Generation Matching Grant (FGMG) amounts nor amounts previously designated as Philip Benjamin contributions that were subsequently used to fund FGMG. FGMG is administered by the Office of Student Financial Assistance.

SB 2150 (2011) amended section 1011.85(13), Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form to collegereporting@fldoe.org by COB on Friday, August 30, 2019.**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

STATE MATCH REQUEST - 2018-2019  
 Gifts Received Between February 2, 2017 and February 1, 2018

| Fund ID                    | State Match Description | Gift Amount | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------|-------------------------|-------------|---------------------|-----------------------------|-------------------------------------|------------|
| <b>OTHER ELIGIBLE USES</b> |                         |             |                     |                             |                                     | <b>48%</b> |
| APPLE_ED&LIB Total         |                         | 1.00        |                     |                             | 0.67                                | 0.00%      |
| BRANAN-COM2 Total          |                         | 3,750.25    |                     |                             | 2,500.17                            | 0.43%      |
| BRYANT Total               |                         | 6,000.00    |                     |                             | 4,000.00                            | 0.68%      |
| CENTFLYSYM Total           |                         | 100.00      |                     |                             | 66.67                               | 0.01%      |
| CF/LEARN Total             |                         | 1.00        |                     |                             | 0.67                                | 0.00%      |
| CFCITLIBEN Total           |                         | 10.42       |                     |                             | 6.95                                | 0.00%      |
| CFF_PASCUL Total           |                         | 50.00       |                     |                             | 33.33                               | 0.01%      |
| DASSANCE Total             |                         | 2,000.00    |                     |                             | 1,333.33                            | 0.23%      |
| HIATT_CHUCK Total          |                         | 4,078.00    |                     |                             | 2,718.67                            | 0.46%      |
| PFF ENDOW Total            |                         | 6,607.72    |                     |                             | 4,405.15                            | 0.75%      |
| PFF Levy-JAC Total         |                         | 50.00       |                     |                             | 33.33                               | 0.01%      |
| STALNAKERCHR Total         |                         | 3,637.51    |                     |                             | 2,425.01                            | 0.41%      |
| VAZQUEZ_POET Total         |                         | 845.00      |                     |                             | 563.33                              | 0.10%      |
| WEB F&G-CULT Total         |                         | 69.00       |                     |                             | 46.00                               | 0.01%      |
| REACHHI_APPL Total         |                         | 350.00      |                     |                             | 233.33                              | 0.04%      |
| REACHHI_EQAGI Total        |                         | 168.50      |                     |                             | 112.33                              | 0.02%      |
| REACHHI_HSCI Total         |                         | 618.00      |                     |                             | 412.00                              | 0.07%      |
| PFF LEVY Total             |                         | 10,270.00   |                     |                             | 6,846.67                            | 1.17%      |
| ADVENTNURSE Total          |                         | 50,000.00   |                     |                             | 33,333.33                           | 5.68%      |
| AMA_STAIRS Total           |                         | 2,000.00    |                     |                             | 1,333.33                            | 0.23%      |
| APPLE_BRICK Total          |                         | 300.00      |                     |                             | 200.00                              | 0.03%      |
| APPLTON-PASS Total         |                         | 240,239.00  |                     |                             | 160,159.33                          | 27.31%     |
| DONATE2COLLG Total         |                         | 24,000.00   |                     |                             | 16,000.00                           | 2.73%      |
| NUR-SIMULAT Total          |                         | 40,000.00   |                     |                             | 26,666.67                           | 4.55%      |
| ORD_RESTR Total            |                         | 15,000.00   |                     |                             | 10,000.00                           | 1.71%      |
| PCC - COLL Total           |                         | 50.00       |                     |                             | 33.33                               | 0.01%      |
| URBAN_AMA Total            |                         | 2,500.00    |                     |                             | 1,666.67                            | 0.28%      |
| BLACKBOXTHTR Total         |                         | 5,000.00    |                     |                             | 3,333.33                            | 0.57%      |
| OLSEN_AMAZON Total         |                         | 3,000.00    |                     |                             | 2,000.00                            | 0.34%      |
| <b>SCHOLARSHIPS</b>        |                         |             |                     |                             |                                     | <b>52%</b> |
| 40&8-VOITURE Total         |                         | 1,000.00    |                     | 1,000.00                    |                                     | 0.17%      |
| ADAMIAK                    | Sch - Endowed           | 350.00      | Endowed Scholarship |                             |                                     |            |
| ADAMIAK Total              |                         | 350.00      |                     | 350.00                      |                                     | 0.06%      |
| ALVAREZ-END Total          |                         | 146.00      |                     | 146.00                      |                                     | 0.02%      |
| AUSLEY_CONST Total         |                         | 12,500.00   |                     | 12,500.00                   |                                     | 2.13%      |
| AZURE Total                |                         | 5.00        |                     | 5.00                        |                                     | 0.00%      |
| BERTSCHLER Total           |                         | 10,000.00   |                     | 10,000.00                   |                                     | 1.71%      |
| BLAKEMAN_AWD Total         |                         | 100.00      |                     | 100.00                      |                                     | 0.02%      |
| BRANANSCHO Total           |                         | 3,750.25    |                     | 3,750.25                    |                                     | 0.64%      |
| BURNS_J Total              |                         | 500.00      |                     | 500.00                      |                                     | 0.09%      |
| BUSYBEEQUILT Total         |                         | 90.00       |                     | 90.00                       |                                     | 0.02%      |
| CenterState Total          |                         | 2,500.00    |                     | 2,500.00                    |                                     | 0.43%      |
| CEPEDAFAMILY Total         |                         | 5,000.00    |                     | 5,000.00                    |                                     | 0.85%      |
| CF_AFC Total               |                         | 225.00      |                     | 225.00                      |                                     | 0.04%      |
| CFALUMNI Total             |                         | 30.00       |                     | 30.00                       |                                     | 0.01%      |
| CFHORSEMAN Total           |                         | 49.50       |                     | 49.50                       |                                     | 0.01%      |
| CFNURSING Total            |                         | 1,345.00    |                     | 1,345.00                    |                                     | 0.23%      |



STATE MATCH REQUEST - 2018-2019  
 Gifts Received Between February 2, 2017 and February 1, 2018

| Fund ID            | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| CFPAS Total        |                         | 10.00       |           | 10.00                       |                                     | 0.00%      |
| CJI-FaIIOfcr Total |                         | 1,500.00    |           | 1,500.00                    |                                     | 0.26%      |
| CONLEY_J Total     |                         | 500.00      |           | 500.00                      |                                     | 0.09%      |
| DAB CONSTRUC Total |                         | 2,000.00    |           | 2,000.00                    |                                     | 0.34%      |
| DELAY Total        |                         | 959.00      |           | 959.00                      |                                     | 0.16%      |
| DENSON Total       |                         | 100.00      |           | 100.00                      |                                     | 0.02%      |
| FANTE Total        |                         | 105.00      |           | 105.00                      |                                     | 0.02%      |
| FISH_ENDSCH Total  |                         | 12,846.40   |           | 12,846.40                   |                                     | 2.19%      |
| FTB&OA(Sch) Total  |                         | 1,000.00    |           | 1,000.00                    |                                     | 0.17%      |
| GADSON_TEVYN Total |                         | 1,916.35    |           | 1,916.35                    |                                     | 0.33%      |
| GARDING Total      |                         | 30,000.00   |           | 30,000.00                   |                                     | 5.12%      |
| GASTONNURSCH Total |                         | 500.00      |           | 500.00                      |                                     | 0.09%      |
| GENERAL_SCH2 Total |                         | 250.00      |           | 250.00                      |                                     | 0.04%      |
| GFWC Total         |                         | 500.00      |           | 500.00                      |                                     | 0.09%      |
| GIFT OF HOPE Total |                         | 59,620.95   |           | 59,620.95                   |                                     | 10.17%     |
| GRIFFIN_ME Total   |                         | 150.00      |           | 150.00                      |                                     | 0.03%      |
| GRISSOM Total      |                         | 25.00       |           | 25.00                       |                                     | 0.00%      |
| GRISSOM_AGRI Total |                         | 15,000.00   |           | 15,000.00                   |                                     | 2.56%      |
| GRISSOM_J&C Total  |                         | 100.00      |           | 100.00                      |                                     | 0.02%      |
| HARRELLNURSE Total |                         | 200.00      |           | 200.00                      |                                     | 0.03%      |
| HOMOSAS_GAME Total |                         | 3,292.00    |           | 3,292.00                    |                                     | 0.56%      |
| JERNIGAN_C&E Total |                         | 2,410.00    |           | 2,410.00                    |                                     | 0.41%      |
| JOHNSON Total      |                         | 12,500.00   |           | 12,500.00                   |                                     | 2.13%      |
| KEITZNURSCH Total  |                         | 12,500.00   |           | 12,500.00                   |                                     | 2.13%      |
| LADIESAUXKoc Total |                         | 280.00      |           | 280.00                      |                                     | 0.05%      |
| LEVIEN Total       |                         | 1,000.00    |           | 1,000.00                    |                                     | 0.17%      |
| LIONS-MARKS Total  |                         | 1,100.00    |           | 1,100.00                    |                                     | 0.19%      |
| LIONS-OCALA Total  |                         | 900.00      |           | 900.00                      |                                     | 0.15%      |
| MCMSHEALTH Total   |                         | 1,575.00    |           | 1,575.00                    |                                     | 0.27%      |
| MCMS-MEM Total     |                         | 1,575.00    |           | 1,575.00                    |                                     | 0.27%      |
| MINNERLY_E Total   |                         | 1,047.00    |           | 1,047.00                    |                                     | 0.18%      |
| MOFFETTHMEM Total  |                         | 2,000.00    |           | 2,000.00                    |                                     | 0.34%      |
| NILES Total        |                         | 200.00      |           | 200.00                      |                                     | 0.03%      |
| OAKRUN_GARD Total  |                         | 1,000.00    |           | 1,000.00                    |                                     | 0.17%      |
| OCAPOLDEPT Total   |                         | 1.00        |           | 1.00                        |                                     | 0.00%      |
| OTOW Total         |                         | 2,100.00    |           | 2,100.00                    |                                     | 0.36%      |
| PALMERFAM Total    |                         | 20,000.00   |           | 20,000.00                   |                                     | 3.41%      |
| PEALER_C&G Total   |                         | 200.00      |           | 200.00                      |                                     | 0.03%      |
| PEALERTRUSTE Total |                         | 200.00      |           | 200.00                      |                                     | 0.03%      |
| PERRY_RACHEL Total |                         | 1,000.00    |           | 1,000.00                    |                                     | 0.17%      |
| PHITHETA Total     |                         | 239.66      |           | 239.66                      |                                     | 0.04%      |
| ROSENBERG Total    |                         | 100.00      |           | 100.00                      |                                     | 0.02%      |
| ROTARYBELL Total   |                         | 1,000.00    |           | 1,000.00                    |                                     | 0.17%      |
| ROTARYCRYSRV Total |                         | 2,500.00    |           | 2,500.00                    |                                     | 0.43%      |
| ROTARYOCA_SW Total |                         | 500.00      |           | 500.00                      |                                     | 0.09%      |
| SALSBURY-MUS Total |                         | 10.00       |           | 10.00                       |                                     | 0.00%      |
| SCHME_THEATR Total |                         | 135.00      |           | 135.00                      |                                     | 0.02%      |
| STALNAKERSCH Total |                         | 3,637.50    |           | 3,637.50                    |                                     | 0.62%      |
| STEPS_GENERL Total |                         | 182.47      |           | 182.47                      |                                     | 0.03%      |

STATE MATCH REQUEST - 2018-2019  
 Gifts Received Between February 2, 2017 and February 1, 2018

| Fund ID                          | State Match Description | Gift Amount          | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total        |
|----------------------------------|-------------------------|----------------------|-----------|-----------------------------|-------------------------------------|-------------------|
| THOMPSON_I Total                 |                         | 100.00               |           | 100.00                      |                                     | 0.02%             |
| THOMPSON_I Total                 |                         | 29,581.48            |           | 29,581.48                   |                                     | 5.04%             |
| TRAVOLTA_END Total               |                         | 148.00               |           | 148.00                      |                                     | 0.03%             |
| VAZQUEZ Total                    |                         | 100.00               |           | 100.00                      |                                     | 0.02%             |
| WACHOVIA_MAN Total               |                         | 2,000.00             |           | 2,000.00                    |                                     | 0.34%             |
| WALDRON_JIM Total                |                         | 2,000.00             |           | 2,000.00                    |                                     | 0.34%             |
| WEAVER Total                     |                         | 325.00               |           | 325.00                      |                                     | 0.06%             |
| WEAVER_AARON Total               |                         | 500.00               |           | 500.00                      |                                     | 0.09%             |
| WEESNER_SCH Total                |                         | 1,500.00             |           | 1,500.00                    |                                     | 0.26%             |
| ZANE Total                       |                         | 1,000.00             |           | 1,000.00                    |                                     | 0.17%             |
| ZOLLO_BOOK Total                 |                         | 270.00               |           | 270.00                      |                                     | 0.05%             |
| GED_DREAM Total                  |                         | 240.00               |           | 240.00                      |                                     | 0.04%             |
| PATRIOTFUND Total                |                         | 4,065.10             |           | 4,065.10                    |                                     | 0.69%             |
| OHIORENT Total                   |                         | 10,000.00            |           | 10,000.00                   |                                     | 1.71%             |
| FIRSTGEN_SCH Total               |                         | 104.25               |           | 104.25                      |                                     | 0.02%             |
| INGHAM_AJ Total                  |                         | 100.00               |           | 100.00                      |                                     | 0.02%             |
| MCPHERSONSCH Total               |                         | 2,000.00             |           | 2,000.00                    |                                     | 0.34%             |
| MISCSCHOLA Total                 |                         | 900.00               |           | 900.00                      |                                     | 0.15%             |
| SIMONS_SCHLP Total               |                         | 5,000.00             |           | 5,000.00                    |                                     | 0.85%             |
| GFWC_OcalWom Total               |                         | 500.00               |           | 500.00                      |                                     | 0.09%             |
| LEAGUEWOMEN Total                |                         | 1,442.24             |           | 1,442.24                    |                                     | 0.25%             |
| LIVEOAKPROP Total                |                         | 2,651.40             |           | 2,651.40                    |                                     | 0.45%             |
| MEA_TRST Total                   |                         | 400.00               |           | 400.00                      |                                     | 0.07%             |
| ROTARYHOMSPR Total               |                         | 3,000.00             |           | 3,000.00                    |                                     | 0.51%             |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$ 420,695.40</b> |           |                             |                                     |                   |
| <b>SCHOLARSHIPS TOTAL</b>        |                         | <b>\$ 305,985.55</b> |           |                             |                                     |                   |
| <b>Grand Total</b>               |                         | <b>\$ 726,680.95</b> |           | <b>\$ 305,986</b>           | <b>\$ 280,464</b>                   | <b>\$ 586,449</b> |

**COLLEGE:**

**COLLEGE OF CENTRAL FLORIDA FOUNDATION, INC.**

**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2016 THROUGH FEBRUARY 1, 2017  
(FISCAL YEAR 2017-18)**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2017, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING GRANT PROGRAM CERTIFICATION FORM**

|                                       | <b>1</b>                                                                | <b>2</b>                          | <b>3</b>                                   |
|---------------------------------------|-------------------------------------------------------------------------|-----------------------------------|--------------------------------------------|
| <b>USE</b>                            | <b>NEW<br/>CONTRIBUTIONS<br/>RECEIVED<br/>2/2/2016 - 2/1/2017<br/>*</b> | <b>STATE MATCH<br/>MULTIPLIER</b> | <b>TOTAL STATE<br/>MATCHING<br/>AMOUNT</b> |
| <b>1 Scholarships Matching (100%)</b> | \$782,949                                                               | 1                                 | \$782,949                                  |
| <b>2 Other Eligible Uses (40/60%)</b> | \$795,189                                                               | 2/3                               | \$530,126                                  |
| <b>TOTAL</b>                          | <b>\$1,578,138</b>                                                      |                                   | <b>\$1,313,075</b>                         |

**\*Please use whole dollars.**

NOTE: Section 1011.85(5), Florida Statutes, the matching ratio for donations that are specifically designated to support scholarships, including scholarships for first-generation-in-college students, student loans, or need-based grants shall be \$1 of state funds to \$1 of local private funds.

Row 1 - This certification should not include First Generation Matching Grant (FGMG) amounts nor amounts previously designated as Philip Benjamin contributions that were subsequently used to fund FGMG. FGMG is administered by the Office of Student Financial Assistance.

SB 2150 (2011) amended section 1011.85(13), Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form to collegereporting@fldoe.org by COB on Thursday, August 10, 2017.**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

STATE MATCH REQUEST - 2017-2018  
 Gifts Received Between February 2, 2015 and February 1, 2016

| Fund ID                          | State Match Description | Gift Amount         | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|---------------------|-----------------------------|-------------------------------------|------------|
| <b>OTHER ELIGIBLE USES</b>       |                         |                     |                     |                             |                                     |            |
| AHC_ENDOW                        |                         | 15.00               | Endowment           |                             |                                     | 0.00%      |
| AHC_ENDOW Total                  |                         | 15.00               |                     |                             | 10                                  | 0.00%      |
| AMA_CHILDREN Total               |                         | 100.00              |                     |                             | 67                                  | 0.00%      |
| AMA_EXHIBITS Total               |                         | 10,000.00           |                     |                             | 6,667                               | 0.42%      |
| AMA_STAIRS Total                 |                         | 3,000.00            |                     |                             | 2,000                               | 0.13%      |
| AMA_SUPPORT Total                |                         | 20,000.00           |                     |                             | 13,333                              | 0.84%      |
| AMCREF Total                     |                         | 85,300.00           |                     |                             | 56,867                              | 3.60%      |
| APPLE_BRICK Total                |                         | 700.00              |                     |                             | 467                                 | 0.03%      |
| APPLE_ED&LIB Total               |                         | 1,100.00            |                     |                             | 733                                 | 0.05%      |
| APPLTON-PASS Total               |                         | 83,954.58           |                     |                             | 55,970                              | 3.55%      |
| BOA/HUMAN Total                  |                         | 15.00               |                     |                             | 10                                  | 0.00%      |
| BRANAN-COM2 Total                |                         | 3,184.00            |                     |                             | 2,123                               | 0.13%      |
| CENTFLYSYM Total                 |                         | 100.00              |                     |                             | 67                                  | 0.00%      |
| CF PHYS ED Total                 |                         | 160.00              |                     |                             | 107                                 | 0.01%      |
| CF/LEARN Total                   |                         | 245.00              |                     |                             | 163                                 | 0.01%      |
| CFF_PASCUL Total                 |                         | 300.00              |                     |                             | 200                                 | 0.01%      |
| CJICLASS#172 Total               |                         | 1,107.75            |                     |                             | 739                                 | 0.05%      |
| DASSANCE Total                   |                         | 3,500.00            |                     |                             | 2,333                               | 0.15%      |
| DONATE2COLLG Total               |                         | 9,650.00            |                     |                             | 6,433                               | 0.41%      |
| DTTHR_16 Total                   |                         | \$2,500.00          |                     |                             | 1,667                               | 0.11%      |
| HIATT_CHUCK Total                |                         | 6,074.10            |                     |                             | 4,049                               | 0.26%      |
| HO CHAIR Total                   |                         | 25.00               |                     |                             | 17                                  | 0.00%      |
| MPMC_NURSAL Total                |                         | 50,000.00           |                     |                             | 33,333                              | 2.11%      |
| NUR-SIMULAT Total                |                         | 340,000.00          |                     |                             | 226,667                             | 14.36%     |
| OLSEN_AMAZON Total               |                         | 8,000.00            |                     |                             | 5,333                               | 0.34%      |
| ORD_RESTR Total                  |                         | 15,000.00           |                     |                             | 10,000                              | 0.63%      |
| PFF ENDOW Total                  |                         | 5,524.29            |                     |                             | 3,683                               | 0.23%      |
| PFF Levy-JAC Total               |                         | 10,000.00           |                     |                             | 6,667                               | 0.42%      |
| SALSBU(M&FA) Total               |                         | 60.00               |                     |                             | 40                                  | 0.00%      |
| STALNAKERCHR Total               |                         | 121,362.44          |                     |                             | 80,908                              | 5.13%      |
| URBAN_AMA Total                  |                         | 13,000.00           |                     |                             | 8,667                               | 0.55%      |
| VAZQUEZ_POET Total               |                         | 490.00              |                     |                             | 327                                 | 0.02%      |
| WEB F&G-CULT Total               |                         | 72.00               |                     |                             | 48                                  | 0.00%      |
| WEB_PATRON Total                 |                         | 50.00               |                     |                             | 33                                  | 0.00%      |
|                                  |                         | \$600.00            | Gift In Kind        |                             |                                     | 0.00%      |
|                                  |                         | \$0.00              | Gift In Kind        |                             |                                     | 0.00%      |
| IN KIND Total                    |                         | 600.00              |                     |                             | 400                                 | 0.03%      |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$795,174.16</b> |                     |                             | <b>530,126.11</b>                   |            |
| AITFGLOBAL                       |                         | 10.00               | Endowed Scholarship |                             |                                     |            |
| AITFGLOBAL Total                 |                         | 10.00               |                     | \$10.00                     |                                     | 0.00%      |
| ALVAREZ-END Total                |                         | 304.00              |                     | \$304.00                    |                                     | 0.02%      |
| AMCREF Total                     |                         | 48,000.00           |                     | \$48,000.00                 |                                     | 3.04%      |
| APPLETONSCH Total                |                         | 25.00               |                     | \$25.00                     |                                     | 0.00%      |
| AT&T_BAS_Sch Total               |                         | 25,000.00           |                     | \$25,000.00                 |                                     | 1.58%      |
| BC/BS Total                      |                         | 13,795.51           |                     | \$13,795.51                 |                                     | 0.87%      |
| BLACKDIA_TRS Total               |                         | 16,000.00           |                     | \$16,000.00                 |                                     | 1.01%      |
| BLAKEMAN_AWD Total               |                         | 200.00              |                     | \$200.00                    |                                     | 0.01%      |

STATE MATCH REQUEST - 2017-2018  
 Gifts Received Between February 2, 2015 and February 1, 2016

| Fund ID            | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| BRANANSCHO Total   |                         | 3,184.00    |           | \$3,184.00                  |                                     | 0.20%      |
| BURNS_J Total      |                         | 500.00      |           | \$500.00                    |                                     | 0.03%      |
| BUSYBEEQUILT Total |                         | 550.00      |           | \$550.00                    |                                     | 0.03%      |
| CAMPUS_USA Total   |                         | 50,000.00   |           | \$50,000.00                 |                                     | 3.17%      |
| CenterState Total  |                         | 2,500.00    |           | \$2,500.00                  |                                     | 0.16%      |
| CF_AFC Total       |                         | 695.00      |           | \$695.00                    |                                     | 0.04%      |
| CFALUMNI Total     |                         | 60.00       |           | \$60.00                     |                                     | 0.00%      |
| CFHORSEMAN Total   |                         | 55.50       |           | \$55.50                     |                                     | 0.00%      |
| CIT_BACHELOR Total |                         | 2,000.00    |           | \$2,000.00                  |                                     | 0.13%      |
| CJI-FallOfcr Total |                         | 1,681.00    |           | \$1,681.00                  |                                     | 0.11%      |
| COLLINS Total      |                         | 75.00       |           | \$75.00                     |                                     | 0.00%      |
| CUNNINGHAM Total   |                         | 396.00      |           | \$396.00                    |                                     | 0.03%      |
| DELAY Total        |                         | 156.00      |           | \$156.00                    |                                     | 0.01%      |
| DENSON Total       |                         | 100.00      |           | \$100.00                    |                                     | 0.01%      |
| DINNER_EST99 Total |                         | 25.00       |           | \$25.00                     |                                     | 0.00%      |
| DOLLSCH_CI Total   |                         | 50.00       |           | \$50.00                     |                                     | 0.00%      |
| DREAM MAKERS Total |                         | 5,127.00    |           | \$5,127.00                  |                                     | 0.32%      |
| DREAMKEEPERS Total |                         | 7,412.14    |           | \$7,412.14                  |                                     | 0.47%      |
| DTHTR_16 Total     |                         | \$7,621.77  |           | \$7,621.77                  |                                     | 0.48%      |
| FANTE Total        |                         | 140.00      |           | \$140.00                    |                                     | 0.01%      |
| FIRSTGEN_SCH Total |                         | 7,936.00    |           | \$7,936.00                  |                                     | 0.50%      |
| GADSON_TEVYN Total |                         | 10,833.65   |           | \$10,833.65                 |                                     | 0.69%      |
| GARDING Total      |                         | 52,710.00   |           | \$52,710.00                 |                                     | 3.34%      |
| GASTONNURSCH Total |                         | 29,000.00   |           | \$29,000.00                 |                                     | 1.84%      |
| GED_DREAM Total    |                         | 240.00      |           | \$240.00                    |                                     | 0.02%      |
| GENERAL_SCH2 Total |                         | 400.00      |           | \$400.00                    |                                     | 0.03%      |
| GENL_SCHPROM Total |                         | 20.00       |           | \$20.00                     |                                     | 0.00%      |
| GERRELLENDOW Total |                         | 100,000.00  |           | \$100,000.00                |                                     | 6.34%      |
| GFWC_OcalWom Total |                         | 500.00      |           | \$500.00                    |                                     | 0.03%      |
| GIFT OF HOPE Total |                         | 58,940.00   |           | \$58,940.00                 |                                     | 3.73%      |
| GRIFFIN_ME Total   |                         | 150.00      |           | \$150.00                    |                                     | 0.01%      |
| GRIFFITHS Total    |                         | 500.00      |           | \$500.00                    |                                     | 0.03%      |
| HARRELLNURSE Total |                         | 7,861.00    |           | \$7,861.00                  |                                     | 0.50%      |
| HEALHOCC Total     |                         | 20.00       |           | \$20.00                     |                                     | 0.00%      |
| HOMOSAS_GAME Total |                         | 2,356.00    |           | \$2,356.00                  |                                     | 0.15%      |
| HUBBARD_ROSE Total |                         | 12,500.00   |           | \$12,500.00                 |                                     | 0.79%      |
| HUM-SOCSCI Total   |                         | 50.00       |           | \$50.00                     |                                     | 0.00%      |
| INGHAM_AJ Total    |                         | 100.00      |           | \$100.00                    |                                     | 0.01%      |
| JERNIGAN_C&E Total |                         | 2,000.00    |           | \$2,000.00                  |                                     | 0.13%      |
| KEITZNURSCH Total  |                         | 12,500.00   |           | \$12,500.00                 |                                     | 0.79%      |
| KIRK Total         |                         | 10,000.00   |           | \$10,000.00                 |                                     | 0.63%      |
| KIWANISYONGE Total |                         | 1,000.00    |           | \$1,000.00                  |                                     | 0.06%      |
| LEAGUEWOMEN Total  |                         | 2,400.00    |           | \$2,400.00                  |                                     | 0.15%      |
| LEVIEN Total       |                         | 2,000.00    |           | \$2,000.00                  |                                     | 0.13%      |
| LIONS-MARKS Total  |                         | 1,300.00    |           | \$1,300.00                  |                                     | 0.08%      |
| LIONS-OCALA Total  |                         | 400.00      |           | \$400.00                    |                                     | 0.03%      |
| MCMSHEALTH Total   |                         | 950.00      |           | \$950.00                    |                                     | 0.06%      |
| MCMS-MEM Total     |                         | 1,150.00    |           | \$1,150.00                  |                                     | 0.07%      |

STATE MATCH REQUEST - 2017-2018  
 Gifts Received Between February 2, 2015 and February 1, 2016

| Fund ID                   | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total  |
|---------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|-------------|
| MEA_TRST Total            |                         | 400.00              |           | \$400.00                    |                                     | 0.03%       |
| MEYERMEMSCH Total         |                         | 14,901.32           |           | \$14,901.32                 |                                     | 0.94%       |
| MINNERLY_E Total          |                         | 962.00              |           | \$962.00                    |                                     | 0.06%       |
| MISCSCHOLA Total          |                         | 2,400.00            |           | \$2,400.00                  |                                     | 0.15%       |
| MOFFETTHMEM Total         |                         | 4,750.00            |           | \$4,750.00                  |                                     | 0.30%       |
| NURSING Total             |                         | 3,280.00            |           | \$3,280.00                  |                                     | 0.21%       |
| OAKRUN_GARD Total         |                         | 1,000.00            |           | \$1,000.00                  |                                     | 0.06%       |
| OHIORNT Total             |                         | 10,000.00           |           | \$10,000.00                 |                                     | 0.63%       |
| OTOW Total                |                         | 1,300.00            |           | \$1,300.00                  |                                     | 0.08%       |
| PALMERFAM Total           |                         | 10,000.00           |           | \$10,000.00                 |                                     | 0.63%       |
| PASSCHSHIP Total          |                         | 10.00               |           | \$10.00                     |                                     | 0.00%       |
| PERRY_RACHEL Total        |                         | 1,000.00            |           | \$1,000.00                  |                                     | 0.06%       |
| PHITHETA Total            |                         | 250.08              |           | \$250.08                    |                                     | 0.02%       |
| ROSENBERG Total           |                         | 1,360.00            |           | \$1,360.00                  |                                     | 0.09%       |
| ROTARYBELL Total          |                         | 1,000.00            |           | \$1,000.00                  |                                     | 0.06%       |
| ROTARYCRYSRV Total        |                         | 1,500.00            |           | \$1,500.00                  |                                     | 0.10%       |
| ROTARYHOMSPR Total        |                         | 3,000.00            |           | \$3,000.00                  |                                     | 0.19%       |
| SabalTrail Total          |                         | 50,000.00           |           | \$50,000.00                 |                                     | 3.17%       |
| SALSBURY-MUS Total        |                         | 65.00               |           | \$65.00                     |                                     | 0.00%       |
| SCHME_THEATR Total        |                         | 70.00               |           | \$70.00                     |                                     | 0.00%       |
| STALNAKERSCH Total        |                         | 121,362.55          |           | \$121,362.55                |                                     | 7.69%       |
| STEARNS Total             |                         | 1,201.00            |           | \$1,201.00                  |                                     | 0.08%       |
| STEPS_GENERL Total        |                         | 263.50              |           | \$263.50                    |                                     | 0.02%       |
| THOMPSON_I Total          |                         | 100.00              |           | \$100.00                    |                                     | 0.01%       |
| TOO2016 Total             |                         | \$25,309.05         |           | \$25,309.05                 |                                     | 1.60%       |
| VAZQUEZ Total             |                         | 800.00              |           | \$800.00                    |                                     | 0.05%       |
| VOGT_PAUL Total           |                         | 17,530.00           |           | \$17,530.00                 |                                     | 1.11%       |
| WACHOVIA_MAN Total        |                         | 1,000.00            |           | \$1,000.00                  |                                     | 0.06%       |
| WALDRON_JIM Total         |                         | 2,500.00            |           | \$2,500.00                  |                                     | 0.16%       |
| WOMCLOCALA Total          |                         | 500.00              |           | \$500.00                    |                                     | 0.03%       |
| YEARY Total               |                         | 5.00                |           | \$5.00                      |                                     | 0.00%       |
| YES OPPORT Total          |                         | 100.00              |           | \$100.00                    |                                     | 0.01%       |
| ZANE Total                |                         | 1,500.00            |           | \$1,500.00                  |                                     | 0.10%       |
| ZOLLO_BOOK Total          |                         | 50.00               |           | \$50.00                     |                                     | 0.00%       |
| OTHER ELIGIBLE USES TOTAL |                         | 795,174.16          |           |                             |                                     |             |
| SCHOLARSHIP TOTAL         |                         | 782,949.07          |           |                             |                                     |             |
|                           |                         | <u>1,578,123.23</u> |           | <u>782,949.07</u>           | <u>530,126.11</u>                   | <u>0.83</u> |

**COLLEGE:**

**COLLEGE OF CENTRAL FLORIDA FOUNDATION, INC.**

**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2015 THROUGH FEBRUARY 1, 2016  
(FISCAL YEAR 2016-17)**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2016, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING GRANT PROGRAM**

|                                | 1                                                      | 2                         | 3                                 |
|--------------------------------|--------------------------------------------------------|---------------------------|-----------------------------------|
| USE                            | NEW CONTRIBUTIONS<br>RECEIVED<br>2/2/2015 - 2/1/2016 * | STATE MATCH<br>MULTIPLIER | TOTAL STATE<br>MATCHING<br>AMOUNT |
| 1 Scholarships Matching (100%) | \$547,342                                              | 1                         | \$547,342                         |
| 2 Other Eligible Uses (40/60%) | \$369,383                                              | 2/3                       | \$246,255                         |
| <b>TOTAL</b>                   | <b>\$916,725</b>                                       |                           | <b>\$793,597</b>                  |

\*Please use whole dollars.

NOTE: Section 1011.85(5), Florida Statutes, the matching ratio for donations that are specifically designated to support scholarships, including scholarships for first-generation-in-college students, student loans, or need-based grants shall be \$1 of state funds to \$1 of local private funds.

Row 1 - This certification should not include First Generation Matching Grant (FGMG) amounts nor amounts previously designated as Philip Benjamin contributions that were subsequently used to fund FGMG. FGMG is administered by the Office of Student Financial Assistance.

SB 2150 (2011) amended section 1011.85(13), Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org) by COB on Thursday, February 11, 2016.**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

## STATE MATCH REQUEST - 2016-2017

Gifts Received Between February 2, 2014 and February 1, 2015

| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| ALUMNI_TRST                      | OEU - Not endowed       | \$20.00             | Program   |                             |                                     |            |
| ALUMNI_TRST Total                |                         | \$45.00             |           |                             | 30                                  |            |
| AMA_ARTSPACE Total               |                         | \$73,125.00         |           |                             | 48,750                              |            |
| AMA_BUS Total                    |                         | \$8,125.00          |           |                             | 5,417                               |            |
| AMA_EXHIBITS Total               |                         | \$20,095.45         |           |                             | 13,397                              |            |
| AMA_STAIRS Total                 |                         | \$5,800.00          |           |                             | 3,867                               |            |
| APPLE_BRICK Total                |                         | \$2,300.00          |           |                             | 1,533                               |            |
| APPLE_ED&LIB Total               |                         | \$5.00              |           |                             | 3                                   |            |
| APPLTON-PASS Total               |                         | \$28,403.89         |           |                             | 18,936                              |            |
| BRANAN-COM2 Total                |                         | \$3,730.54          |           |                             | 2,487                               |            |
| BROWN-SCOT Total                 |                         | \$200.00            |           |                             | 133                                 |            |
| BRYANT Total                     |                         | \$3,000.00          |           |                             | 2,000                               |            |
| CF PHYS ED Total                 |                         | \$200.00            |           |                             | 133                                 |            |
| CF/LEARN Total                   |                         | \$115.00            |           |                             | 77                                  |            |
| CFF_PASCUL Total                 |                         | \$340.00            |           |                             | 227                                 |            |
| CHILDERS_W Total                 |                         | \$575.00            |           |                             | 383                                 |            |
| COMM_PROMISE Total               |                         | \$4,500.00          |           |                             | 3,000                               |            |
| DASSANCE Total                   |                         | \$100.00            |           |                             | 67                                  |            |
| DONATE2COLLG Total               |                         | \$8,334.00          |           |                             | 5,556                               |            |
| DTTHR_14 Total                   |                         | \$17,055.93         |           |                             | 11,371                              |            |
| EQUINE STUD Total                |                         | \$2.00              |           |                             | 1                                   |            |
| HO CHAIR Total                   |                         | \$100.00            |           |                             | 67                                  |            |
| KARVE Total                      |                         | \$7,770.21          |           |                             | 5,180                               |            |
| KRAUS_AMACHR Total               |                         | \$48,750.00         |           |                             | 32,500                              |            |
| NUR-SIMULAT Total                |                         | \$5,100.00          |           |                             | 3,400                               |            |
| ORD_RESTR Total                  |                         | \$15,000.00         |           |                             | 10,000                              |            |
| PFF CAMPAIGN Total               |                         | \$1,000.00          |           |                             | 667                                 |            |
| PFF ENDOW Total                  |                         | \$54,479.00         |           |                             | 36,319                              |            |
| PROF_EDUC Total                  |                         | \$100.00            |           |                             | 67                                  |            |
| URBAN_AMA Total                  |                         | (\$2,587.50)        |           |                             | (1,725)                             |            |
| VAZQUEZ_POET Total               |                         | \$370.00            |           |                             | 247                                 |            |
| WEB F&G-CULT Total               |                         | \$69.00             |           |                             | 46                                  |            |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$306,182.52</b> |           |                             | <b>204,122</b>                      |            |
| 40&8-VOITURE TOTAL               |                         | \$1,000.00          |           | \$1,000.00                  |                                     |            |
| AAUW-OCA Total                   |                         | \$350.00            |           | \$350.00                    |                                     |            |
| ADMIN_TEAM Total                 |                         | \$550.00            |           | \$550.00                    |                                     |            |
| ALVAREZ-END Total                |                         | \$944.00            |           | \$944.00                    |                                     |            |
| APPLTON-PASS Total               |                         | \$50.00             |           | \$50.00                     |                                     |            |
| AT&T Dig Sch Total               |                         | \$30,000.00         |           | \$30,000.00                 |                                     |            |
| BLACKDIA_TRS Total               |                         | \$24,000.00         |           | \$24,000.00                 |                                     |            |
| BLAKEMAN_AWD Total               |                         | \$500.00            |           | \$500.00                    |                                     |            |
| BRANANSCHO Total                 |                         | \$3,730.54          |           | \$3,730.54                  |                                     |            |
| BURNS_J Total                    |                         | \$500.00            |           | \$500.00                    |                                     |            |
| BUSBEEQUILT Total                |                         | \$1,000.00          |           | \$1,000.00                  |                                     |            |
| CALBECK Total                    |                         | \$1,000.00          |           | \$1,000.00                  |                                     |            |
| CenterState Total                |                         | \$2,500.00          |           | \$2,500.00                  |                                     |            |
| CF Dance Sch Total               |                         | \$600.00            |           | \$600.00                    |                                     |            |
| CF_AFC Total                     |                         | \$25.00             |           | \$25.00                     |                                     |            |
| CFALUMNI Total                   |                         | \$30.00             |           | \$30.00                     |                                     |            |
| CFF FINISH Total                 |                         | \$10,000.00         |           | \$10,000.00                 |                                     |            |
| CFHORSEMAN Total                 |                         | \$110.00            |           | \$110.00                    |                                     |            |
| CITMEMNURSE Total                |                         | \$250,000.00        |           | \$250,000.00                |                                     |            |
| COLLINS_T Total                  |                         | \$210.00            |           | \$210.00                    |                                     |            |



## STATE MATCH REQUEST - 2016-2017

Gifts Received Between February 2, 2014 and February 1, 2015

| Fund ID              | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| CONLEY_J Total       |                         | \$500.00    |           | \$500.00                    |                                     |            |
| DELAY Total          |                         | \$1,822.00  |           | \$1,822.00                  |                                     |            |
| DENSON Total         |                         | \$200.00    |           | \$200.00                    |                                     |            |
| DOLLSCH_LE Total     |                         | \$405.00    |           | \$405.00                    |                                     |            |
| DOSH-RN Total        |                         | \$325.00    |           | \$325.00                    |                                     |            |
| DREAMKEEPERS Total   |                         | \$24,474.66 |           | \$24,474.66                 |                                     |            |
| FANTE Total          |                         | \$1,211.58  |           | \$1,211.58                  |                                     |            |
| FITZSIMMONS Total    |                         | \$25.00     |           | \$25.00                     |                                     |            |
| FOFSCHL Total        |                         | \$70.00     |           | \$70.00                     |                                     |            |
| FTB&OA(Sch) Total    |                         | \$500.00    |           | \$500.00                    |                                     |            |
| GED_DREAM Total      |                         | \$340.00    |           | \$340.00                    |                                     |            |
| GIFT OF HOPE Total   |                         | \$3,411.00  |           | \$3,411.00                  |                                     |            |
| GRAVERSON Total      |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| HealthSouth Total    |                         | \$20,000.00 |           | \$20,000.00                 |                                     |            |
| HITCHCOCK Total      |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| HOMOSAS_GAME Total   |                         | \$1,985.00  |           | \$1,985.00                  |                                     |            |
| HUM-SOCSCI Total     |                         | \$5.00      |           | \$5.00                      |                                     |            |
| JERNIGAN_C&E Total   |                         | \$100.00    |           | \$100.00                    |                                     |            |
| LIONS-MARKS Total    |                         | \$1,350.00  |           | \$1,350.00                  |                                     |            |
| LIONS-OCALA Total    |                         | \$400.00    |           | \$400.00                    |                                     |            |
| LIVEOAKPROP Total    |                         | \$2,300.00  |           | \$2,300.00                  |                                     |            |
| MacKenzie_F Total    |                         | \$8,650.00  |           | \$8,650.00                  |                                     |            |
| MARION REG Total     |                         | \$400.00    |           | \$400.00                    |                                     |            |
| MCMSHEALTH Total     |                         | \$1,600.00  |           | \$1,600.00                  |                                     |            |
| MCMS-MEM Total       |                         | \$1,600.00  |           | \$1,600.00                  |                                     |            |
| MEA_TRST Total       |                         | \$300.00    |           | \$300.00                    |                                     |            |
| MINNERLY_E Total     |                         | \$817.00    |           | \$817.00                    |                                     |            |
| MISCSCHOLA Total     |                         | \$1,100.00  |           | \$1,100.00                  |                                     |            |
| NILES Total          |                         | \$400.00    |           | \$400.00                    |                                     |            |
| OAKRUN_GARD Total    |                         | \$2,000.00  |           | \$2,000.00                  |                                     |            |
| OCAASSOCREAL Total   |                         | \$500.00    |           | \$500.00                    |                                     |            |
| OCAHIGHSCH Total     |                         | \$50.00     |           | \$50.00                     |                                     |            |
| OCWOMENNET Total     |                         | \$650.00    |           | \$650.00                    |                                     |            |
| OHIORENT Total       |                         | \$12,500.00 |           | \$12,500.00                 |                                     |            |
| OTOW Total           |                         | \$3,000.00  |           | \$3,000.00                  |                                     |            |
| PALMERFAM Total      |                         | \$2,000.00  |           | \$2,000.00                  |                                     |            |
| PARKER_ALTRU Total   |                         | \$10,040.00 |           | \$10,040.00                 |                                     |            |
| PERRY_RACHEL Total   |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| PHITHETA Total       |                         | \$250.08    |           | \$250.08                    |                                     |            |
| ROSENBERG Total      |                         | \$12,500.00 |           | \$12,500.00                 |                                     |            |
| ROTARYBELL Total     |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| ROTARYCRYSRV Total   |                         | \$1,500.00  |           | \$1,500.00                  |                                     |            |
| ROTARYOCA_SW Total   |                         | \$2,000.00  |           | \$2,000.00                  |                                     |            |
| SEAY_J&M END Total   |                         | \$50.00     |           | \$50.00                     |                                     |            |
| STEARNS_JOAN Total   |                         | \$6,215.00  |           | \$6,215.00                  |                                     |            |
| STEPS_BELLEV2 Total  |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_CENTRAL2 Total |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_E.MARI2 Total  |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_FOREST2 Total  |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_GENERL Total   |                         | \$10,665.38 |           | \$10,665.38                 |                                     |            |
| STEPS_HARBOU2 Total  |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_LECANT2 Total  |                         | \$10,000.00 |           | \$10,000.00                 |                                     |            |
| STEPS_LEGACY2 Total  |                         | \$5,000.00  |           | \$5,000.00                  |                                     |            |

| STATE MATCH REQUEST - 2016-2017                              |                         |             |           |                             |                                     |            |
|--------------------------------------------------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| Gifts Received Between February 2, 2014 and February 1, 2015 |                         |             |           |                             |                                     |            |
| Fund ID                                                      | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| STEPS_PLEASA2 Total                                          |                         | \$1,877.12  |           | \$1,877.12                  |                                     |            |
| STEPS_SADDLE2 Total                                          |                         | \$5,000.00  |           | \$5,000.00                  |                                     |            |
| STRAUS_SCH Total                                             |                         | \$37,500.00 |           | \$37,500.00                 |                                     |            |
| THOMPSON_I Total                                             |                         | \$150.00    |           | \$150.00                    |                                     |            |
| TOC2014 Total                                                |                         | \$12,994.46 |           | \$12,994.46                 |                                     |            |
| TOO2014 Total                                                |                         | \$23,264.22 |           | \$23,264.22                 |                                     |            |
| VAZQUEZ Total                                                |                         | \$350.00    |           | \$350.00                    |                                     |            |
| VAZQUEZ_POET Total                                           |                         | \$250.00    |           | \$250.00                    |                                     |            |
| WACHOVIA_MAN Total                                           |                         | \$500.00    |           | \$500.00                    |                                     |            |
| WALDRON_JIM Total                                            |                         | \$2,000.00  |           | \$2,000.00                  |                                     |            |
| WELLSFAR_SCH Total                                           |                         | \$3,500.00  |           | \$3,500.00                  |                                     |            |
| WOMCLOCALA Total                                             |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| WRIGHT(ORMC) Total                                           |                         | \$250.00    |           | \$250.00                    |                                     |            |
| ZANE Total                                                   |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| ZOLLO_BOOK Total                                             |                         | \$100.00    |           | \$100.00                    |                                     |            |
| SCHOLARSHIP TOTAL                                            |                         | \$624,047   |           |                             |                                     |            |
| OTHER ELIGIBLE USES TOTAL                                    |                         | \$306,203   |           |                             |                                     |            |
| GRAND TOTAL                                                  |                         | \$930,250   |           | \$624,047                   | \$204,122                           | \$828,182  |
|                                                              |                         |             |           |                             |                                     |            |

**COLLEGE:** COLLEGE OF CENTRAL FLORIDA  
**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2014 THROUGH FEBRUARY 1, 2015**  
**(FISCAL YEAR 2015-16)**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2015, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

| USE                                               | 1                                                   | 2                      | 3                           |
|---------------------------------------------------|-----------------------------------------------------|------------------------|-----------------------------|
|                                                   | NEW CONTRIBUTIONS RECEIVED<br>2/2/2014 - 2/1/2015 * | STATE MATCH MULTIPLIER | TOTAL STATE MATCHING AMOUNT |
| 1 Scholarship Matching (100%)                     | \$624,047                                           | 1                      | \$624,047                   |
| 2 Other Eligible Uses (40/60%)                    | \$306,203                                           | 2/3                    | \$204,135                   |
| 3 First Generation in College Scholarships (100%) | \$0                                                 | 1                      | \$0                         |
| <b>TOTAL</b>                                      | <b>\$930,250</b>                                    |                        | <b>\$828,182</b>            |

\*Please use whole dollars.

NOTE: Row 3 is not the equivalent of the First Generation Matching Program (FGMP) administered by the Office of Student Financial Assistance. Do not include FGMP amounts previously designated as Philip Benjamin contributions subsequently used to fund FGMP.

SB 2150 (2011) amended section 1011.85(13), Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org) by COB on Thursday, February 12, 2015.**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

**STATE MATCH REQUEST - 2015-2016**

Gifts Received Between February 2, 2014 and February 1, 2015

| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| ALUMNI_TRST Total                |                         | \$45.00             |           |                             | \$30.00                             |            |
| AMA_ARTSPACE Total               |                         | \$73,125.00         |           |                             | 48,750                              |            |
| AMA_BUS Total                    |                         | \$8,125.00          |           |                             | 5,417                               |            |
| AMA_EXHIBITS Total               |                         | \$20,095.45         |           |                             | 13,397                              |            |
| AMA_STAIRS Total                 |                         | \$5,800.00          |           |                             | 3,867                               |            |
| APPLE_BRICK Total                |                         | \$2,300.00          |           |                             | 1,533                               |            |
| APPLE_ED&LIB Total               |                         | \$5.00              |           |                             | 3                                   |            |
| APPLTON-PASS Total               |                         | \$28,403.89         |           |                             | 18,936                              |            |
| BRANAN-COM2 Total                |                         | \$3,730.54          |           |                             | 2,487                               |            |
| BROWN-SCOT Total                 |                         | \$200.00            |           |                             | 133                                 |            |
| BRYANT Total                     |                         | \$3,000.00          |           |                             | 2,000                               |            |
| CF PHYS ED Total                 |                         | \$200.00            |           |                             | 133                                 |            |
| CF/LEARN Total                   |                         | \$115.00            |           |                             | 77                                  |            |
| CFF_PASCUL Total                 |                         | \$340.00            |           |                             | 227                                 |            |
| CHILDERS_W Total                 |                         | \$575.00            |           |                             | 383                                 |            |
| COMM_PROMISE Total               |                         | \$4,500.00          |           |                             | 3,000                               |            |
| DASSANCE Total                   |                         | \$100.00            |           |                             | 67                                  |            |
| DONATE2COLLG Total               |                         | \$8,334.00          |           |                             | 5,556                               |            |
| DHTR_14 Total                    |                         | \$17,055.93         |           |                             | 11,371                              |            |
| EQUINE STUD Total                |                         | \$2.00              |           |                             | 1                                   |            |
| HO CHAIR Total                   |                         | \$100.00            |           |                             | 67                                  |            |
| KARVE Total                      |                         | \$7,770.21          |           |                             | 5,180                               |            |
| KRAUS_AMACHR Total               |                         | \$48,750.00         |           |                             | 32,500                              |            |
| NUR-SIMULAT Total                |                         | \$5,100.00          |           |                             | 3,400                               |            |
| ORD_RESTR Total                  |                         | \$15,000.00         |           |                             | 10,000                              |            |
| PFF CAMPAIGN Total               |                         | \$1,000.00          |           |                             | 667                                 |            |
| PFF ENDOW Total                  |                         | \$54,479.00         |           |                             | 36,319                              |            |
| PROF_EDUC Total                  |                         | \$100.00            |           |                             | 67                                  |            |
| URBAN_AMA Total                  |                         | (\$2,587.50)        |           |                             | (1,725)                             |            |
| VAZQUEZ_POET Total               |                         | \$370.00            |           |                             | 247                                 |            |
| WEB F&G-CULT Total               |                         | \$69.00             |           |                             | 46                                  |            |
| <b>TOTAL OTHER ELIGIBLE USES</b> |                         | <b>\$306,202.52</b> |           |                             | <b>204,135</b>                      |            |
| 40&8-VOITURE Total               |                         | \$1,000.00          |           | \$1,000.00                  |                                     |            |
| AAUW-OCA Total                   |                         | \$350.00            |           | \$350                       |                                     |            |
| ADMIN_TEAM Total                 |                         | \$550.00            |           | \$550                       |                                     |            |
| ALVAREZ-END Total                |                         | \$944.00            |           | \$944                       |                                     |            |
| APPLTON-PASS Total               |                         | \$50.00             |           | \$50                        |                                     |            |
| AT&T Dig Sch Total               |                         | \$30,000.00         |           | \$30,000                    |                                     |            |
| BLACKDIA_TRS Total               |                         | \$24,000.00         |           | \$24,000                    |                                     |            |
| BLAKEMAN_AWD Total               |                         | \$500.00            |           | \$500                       |                                     |            |
| BRANANSCHO Total                 |                         | \$3,730.54          |           | \$3,731                     |                                     |            |
| BURNS_J Total                    |                         | \$500.00            |           | \$500                       |                                     |            |
| BUSYBEEQUILT Total               |                         | \$1,000.00          |           | \$1,000                     |                                     |            |
| CALBECK Total                    |                         | \$1,000.00          |           | \$1,000                     |                                     |            |
| CenterState Total                |                         | \$2,500.00          |           | \$2,500                     |                                     |            |
| CF Dance Sch Total               |                         | \$600.00            |           | \$600                       |                                     |            |
| CF_AFC Total                     |                         | \$25.00             |           | \$25                        |                                     |            |
| CFALUMNI Total                   |                         | \$30.00             |           | \$30                        |                                     |            |
| CFF FINISH Total                 |                         | \$10,000.00         |           | \$10,000                    |                                     |            |
| CFHORSEMAN Total                 |                         | \$110.00            |           | \$110                       |                                     |            |
| CITMEMNURSE Total                |                         | \$250,000.00        |           | \$250,000                   |                                     |            |
| COLLINS_T Total                  |                         | \$210.00            |           | \$210                       |                                     |            |
| CONLEY_J Total                   |                         | \$500.00            |           | \$500                       |                                     |            |

**STATE MATCH REQUEST - 2015-2016**

Gifts Received Between February 2, 2014 and February 1, 2015

| Fund ID              | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| DELAY Total          |                         | \$1,822.00  |           | \$1,822                     |                                     |            |
| DENSON Total         |                         | \$200.00    |           | \$200                       |                                     |            |
| DOLLSCH_LE Total     |                         | \$405.00    |           | \$405                       |                                     |            |
| DOSH-RN Total        |                         | \$325.00    |           | \$325                       |                                     |            |
| DREAMKEEPERS Total   |                         | \$24,474.66 |           | \$24,475                    |                                     |            |
| FANTE Total          |                         | \$1,211.58  |           | \$1,212                     |                                     |            |
| FITZSIMMONS Total    |                         | \$25.00     |           | \$25                        |                                     |            |
| FOFSCHL Total        |                         | \$70.00     |           | \$70                        |                                     |            |
| FTB&OA(Sch) Total    |                         | \$500.00    |           | \$500                       |                                     |            |
| GED_DREAM Total      |                         | \$340.00    |           | \$340                       |                                     |            |
| GIFT OF HOPE Total   |                         | \$3,411.00  |           | \$3,411                     |                                     |            |
| GRAVERSON Total      |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| HealthSouth Total    |                         | \$20,000.00 |           | \$20,000                    |                                     |            |
| HITCHCOCK Total      |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| HOMOSAS_GAME Total   |                         | \$1,985.00  |           | \$1,985                     |                                     |            |
| HUM-SOCSCI Total     |                         | \$5.00      |           | \$5                         |                                     |            |
| JERNIGAN_C&E Total   |                         | \$100.00    |           | \$100                       |                                     |            |
| LIONS-MARKS Total    |                         | \$1,350.00  |           | \$1,350                     |                                     |            |
| LIONS-OCALA Total    |                         | \$400.00    |           | \$400                       |                                     |            |
| LIVEOAKPROP Total    |                         | \$2,300.00  |           | \$2,300                     |                                     |            |
| MacKenzie_F Total    |                         | \$8,650.00  |           | \$8,650                     |                                     |            |
| MARION REG Total     |                         | \$400.00    |           | \$400                       |                                     |            |
| MCMSHEALTH Total     |                         | \$1,600.00  |           | \$1,600                     |                                     |            |
| MCMS-MEM Total       |                         | \$1,600.00  |           | \$1,600                     |                                     |            |
| MEA_TRST Total       |                         | \$300.00    |           | \$300                       |                                     |            |
| MINNERLY_E Total     |                         | \$817.00    |           | \$817                       |                                     |            |
| MISCSCHOLA Total     |                         | \$1,100.00  |           | \$1,100                     |                                     |            |
| NILES Total          |                         | \$400.00    |           | \$400                       |                                     |            |
| OAKRUN_GARD Total    |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| OCAASSOCREAL Total   |                         | \$500.00    |           | \$500                       |                                     |            |
| OCAHIGHSCH Total     |                         | \$50.00     |           | \$50                        |                                     |            |
| OCWOMENNET Total     |                         | \$650.00    |           | \$650                       |                                     |            |
| OHIORENT Total       |                         | \$12,500.00 |           | \$12,500                    |                                     |            |
| OTOW Total           |                         | \$3,000.00  |           | \$3,000                     |                                     |            |
| PALMERFAM Total      |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| PARKER_ALTRU Total   |                         | \$10,040.00 |           | \$10,040                    |                                     |            |
| PERRY_RACHEL Total   |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| PHITHETA Total       |                         | \$250.08    |           | \$250                       |                                     |            |
| ROSENBERG Total      |                         | \$12,500.00 |           | \$12,500                    |                                     |            |
| ROTARYBELL Total     |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| ROTARYCRYSRV Total   |                         | \$1,500.00  |           | \$1,500                     |                                     |            |
| ROTARYOCA_SW Total   |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| SEAY_J&M END Total   |                         | \$50.00     |           | \$50                        |                                     |            |
| STEARNS_JOAN Total   |                         | \$6,215.00  |           | \$6,215                     |                                     |            |
| STEPS_BELLEV2 Total  |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_CENTRAL2 Total |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_E.MARI2 Total  |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_FOREST2 Total  |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_GENERL Total   |                         | \$10,665.38 |           | \$10,665                    |                                     |            |
| STEPS_HARBOU2 Total  |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_LECANT2 Total  |                         | \$10,000.00 |           | \$10,000                    |                                     |            |
| STEPS_LEGACY2 Total  |                         | \$5,000.00  |           | \$5,000                     |                                     |            |
| STEPS_PLEASA2 Total  |                         | \$1,877.12  |           | \$1,877                     |                                     |            |

| STATE MATCH REQUEST - 2015-2016                              |                         |             |           |                             |                                     |            |
|--------------------------------------------------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| Gifts Received Between February 2, 2014 and February 1, 2015 |                         |             |           |                             |                                     |            |
| Fund ID                                                      | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| STEPS_SADDLE2 Total                                          |                         | \$5,000.00  |           | \$5,000                     |                                     |            |
| STRAUS_SCH Total                                             |                         | \$37,500.00 |           | \$37,500                    |                                     |            |
| THOMPSON_I Total                                             |                         | \$150.00    |           | \$150                       |                                     |            |
| TOC2014 Total                                                |                         | \$12,994.46 |           | \$12,994                    |                                     |            |
| TOO2014 Total                                                |                         | \$23,264.22 |           | \$23,264                    |                                     |            |
| VAZQUEZ Total                                                |                         | \$350.00    |           | \$350                       |                                     |            |
| VAZQUEZ_POET Total                                           |                         | \$250.00    |           | \$250                       |                                     |            |
| WACHOVIA_MAN Total                                           |                         | \$500.00    |           | \$500                       |                                     |            |
| WALDRON_JIM Total                                            |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| WELLSFAR_SCH Total                                           |                         | \$3,500.00  |           | \$3,500                     |                                     |            |
| WOMCLOCALA Total                                             |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| WRIGHT(ORMC) Total                                           |                         | \$250.00    |           | \$250                       |                                     |            |
| ZANE Total                                                   |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| ZOLLO_BOOK Total                                             |                         | \$100.00    |           | \$100                       |                                     |            |
|                                                              |                         |             |           |                             |                                     |            |
|                                                              |                         |             |           |                             |                                     |            |
| SCHOLARSHIP TOTAL                                            |                         | \$624,047   |           |                             |                                     |            |
| OTHER ENDOWED USES TOTAL                                     |                         | \$306,203   |           |                             |                                     |            |
| GRAND TOTAL                                                  |                         | \$930,250   |           | \$624,047                   | \$204,135                           | \$828,182  |

**COLLEGE:** College of Central Florida  
**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2013 THROUGH FEBRUARY 1, 2014**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2014, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

|                                                   | 1                                                   | 2                      | 3                           |
|---------------------------------------------------|-----------------------------------------------------|------------------------|-----------------------------|
| USE                                               | NEW CONTRIBUTIONS RECEIVED<br>2/2/2013 - 2/1/2014 * | STATE MATCH MULTIPLIER | TOTAL STATE MATCHING AMOUNT |
| 1 Scholarship Matching (100%)                     | \$332,512                                           | 1                      | \$332,512                   |
| 2 Other Eligible Uses (40/60%)                    | \$491,452                                           | 2/3                    | \$327,635                   |
| 3 First Generation in College Scholarships (100%) | \$0                                                 | 1                      | \$0                         |
| <b>TOTAL</b>                                      | <b>\$823,964</b>                                    |                        | <b>\$660,147</b>            |

\*Please use whole dollars.

**NOTE:** Row 3 is not the equivalent of the First Generation Matching Program (FGMP) administered by the Office of Student Financial Assistance. Do not include FGMP amounts previously designated as Philip Benjamin contributions subsequently used to fund FGMP.

SB 2150 (2011) amended section 1011.85, Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.

**Please complete and return this form by email by close of business on February 12, 2014, to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org)**

Please note a hard copy is not required to be submitted to the Florida College Budget Office.

STATE MATCH REQUEST - 2014-2015

Gifts Received Between February 2, 2013 and February 1, 2014

| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| ALUMNI_TRST Total                |                         | \$50.00             |           |                             | 33                                  |            |
| AMA_ARTSPACE Total               |                         | \$45,000.00         |           |                             | 30,000                              |            |
| AMA_BUS Total                    |                         | \$5,000.00          |           |                             | 3,333                               |            |
| AMA_STAIRS Total                 |                         | \$47,640.00         |           |                             | 31,760                              |            |
| APPLE_ADVANC Total               |                         | \$24,000.00         |           |                             | 16,000                              |            |
| APPLE_BRICK Total                |                         | \$815.00            |           |                             | 543                                 |            |
| APPLE_CONSER Total               |                         | \$50.00             |           |                             | 33                                  |            |
| APPLE_ED&LIB Total               |                         | \$1,622.50          |           |                             | 1,082                               |            |
| APPLTONMURAL Total               |                         | \$10,000.00         |           |                             | 6,667                               |            |
| APPLTON-PASS Total               |                         | \$27,406.00         |           |                             | 18,271                              |            |
| BOTAN_FOUNT Total                |                         | \$150.00            |           |                             | 100                                 |            |
| BRAN/ANYDISC Total               |                         | \$25.00             |           |                             | 17                                  |            |
| BRANAN-COM2 Total                |                         | \$2,990.38          |           |                             | 1,994                               |            |
| BRYANT Total                     |                         | \$2,000.00          |           |                             | 1,333                               |            |
| CF PHYS ED Total                 |                         | \$100.00            |           |                             | 67                                  |            |
| CF/LEARN Total                   |                         | \$65.00             |           |                             | 43                                  |            |
| CFF_PASCUL Total                 |                         | \$40.00             |           |                             | 27                                  |            |
| CHILDERS_W Total                 |                         | \$650.00            |           |                             | 433                                 |            |
| COMM_PROMISE Total               |                         | \$13,500.00         |           |                             | 9,000                               |            |
| DONATE2COLLG Total               |                         | \$147,900.00        |           |                             | 98,600                              |            |
| DTHTR_13 Total                   |                         | \$14,941.34         |           |                             | 9,961                               |            |
| EQUINE STUD Total                |                         | \$5.00              |           |                             | 3                                   |            |
| KRAUS_AMACHR Total               |                         | \$30,000.00         |           |                             | 20,000                              |            |
| MISCRESTRI Total                 |                         | \$150.00            |           |                             | 100                                 |            |
| ORD_RESTR Total                  |                         | \$15,000.00         |           |                             | 10,000                              |            |
| PFF ENDOW Total                  |                         | \$69,299.68         |           |                             | 46,200                              |            |
| PROG_GRANT Total                 |                         | \$12,500.00         |           |                             | 8,333                               |            |
| URBAN_AMA Total                  |                         | \$20,000.00         |           |                             | 13,333                              |            |
| VAZQUEZ_POET Total               |                         | \$480.00            |           |                             | 320                                 |            |
| WEB F&G-CULT Total               |                         | \$72.00             |           |                             | 48                                  |            |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$491,451.90</b> |           |                             | <b>327,634.60</b>                   |            |
| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| TOO2013 Total                    |                         | \$36,066.07         |           | \$36,066.07                 |                                     |            |
| TOC2013 Total                    |                         | \$11,781.37         |           | \$11,781.37                 |                                     |            |
| AAUW-OCA Total                   |                         | \$300.00            |           | \$300.00                    |                                     |            |
| ALTRUOCA Total                   |                         | \$50.00             |           | \$50.00                     |                                     |            |
| ALVAREZ-END Total                |                         | \$720.00            |           | \$720.00                    |                                     |            |
| BRANANSCHO Total                 |                         | \$2,990.39          |           | \$2,990.39                  |                                     |            |
| BURNS_J Total                    |                         | \$500.00            |           | \$500.00                    |                                     |            |
| CALBECK Total                    |                         | \$1,000.00          |           | \$1,000.00                  |                                     |            |
| CenterState Total                |                         | \$2,500.00          |           | \$2,500.00                  |                                     |            |
| CF_AFC Total                     |                         | \$200.00            |           | \$200.00                    |                                     |            |
| CFF FINISH Total                 |                         | \$100.00            |           | \$100.00                    |                                     |            |
| CFHORSEMAN Total                 |                         | \$110.00            |           | \$110.00                    |                                     |            |
| COLLINS Total                    |                         | \$50.00             |           | \$50.00                     |                                     |            |
| COLLINS_T Total                  |                         | \$386.00            |           | \$386.00                    |                                     |            |



STATE MATCH REQUEST - 2014-2015

Gifts Received Between February 2, 2013 and February 1, 2014

| Fund ID            | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| CONLEY_J Total     |                         | \$500.00    |           | \$500.00                    |                                     |            |
| DELAY Total        |                         | \$1,429.00  |           | \$1,429.00                  |                                     |            |
| DENSON Total       |                         | \$100.00    |           | \$100.00                    |                                     |            |
| DUKE_ENERGY Total  |                         | \$12,500.00 |           | \$12,500.00                 |                                     |            |
| FOFSCHL Total      |                         | \$485.00    |           | \$485.00                    |                                     |            |
| FTB&OA(Sch) Total  |                         | \$1,050.00  |           | \$1,050.00                  |                                     |            |
| GENERAL_SCH2 Total |                         | \$1,000.00  |           | \$1,000.00                  |                                     |            |
| GIFT OF HOPE Total |                         | \$4,322.89  |           | \$4,322.89                  |                                     |            |
| GRAHAM Total       |                         | \$1,600.00  |           | \$1,600.00                  |                                     |            |
| GRIFFIN_ME Total   |                         | \$150.00    |           | \$150.00                    |                                     |            |
| GRIFFITHS Total    |                         | \$250.00    |           | \$250.00                    |                                     |            |
| GRIGGS Total       |                         | \$500.00    |           | \$500.00                    |                                     |            |
| HOLLINS_DIXI Total |                         | \$7,500.00  |           | \$7,500                     |                                     |            |
| HOMOSAS_GAME Total |                         | \$1,573.00  |           | \$1,573                     |                                     |            |
| JERNIGAN_C&E Total |                         | \$2,100.00  |           | \$2,100                     |                                     |            |
| JERNIGAN_F&E Total |                         | \$500.00    |           | \$500                       |                                     |            |
| JRLEAGUE#2 Total   |                         | \$11,165.00 |           | \$11,165                    |                                     |            |
| LEVIEN Total       |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| LIONS-MARKS Total  |                         | \$1,300.00  |           | \$1,300                     |                                     |            |
| MacKenzie_F Total  |                         | \$300.00    |           | \$300                       |                                     |            |
| MCDONIELS-BA Total |                         | \$14,591.61 |           | \$14,592                    |                                     |            |
| MCDONIELSNUR Total |                         | \$14,591.62 |           | \$14,592                    |                                     |            |
| MCMSHEALTH Total   |                         | \$1,550.00  |           | \$1,550                     |                                     |            |
| MCMS-MEM Total     |                         | \$1,625.00  |           | \$1,625                     |                                     |            |
| MEFFERT_SWIS Total |                         | \$25,000.00 |           | \$25,000                    |                                     |            |
| MINNERLY_E Total   |                         | \$812.00    |           | \$812                       |                                     |            |
| NEEDHAM Total      |                         | \$500.00    |           | \$500                       |                                     |            |
| NILES Total        |                         | \$200.00    |           | \$200                       |                                     |            |
| NURSING Total      |                         | \$50.00     |           | \$50                        |                                     |            |
| OAKRUN_GARD Total  |                         | \$1,500.00  |           | \$1,500                     |                                     |            |
| OCAHIGHSCH Total   |                         | \$100.00    |           | \$100                       |                                     |            |
| OHIORENT Total     |                         | \$7,500.00  |           | \$7,500                     |                                     |            |
| PASSCHSHIP Total   |                         | \$80.00     |           | \$80                        |                                     |            |
| PERRY_RACHEL Total |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| PHITHE_TRANS Total |                         | \$1,070.00  |           | \$1,070                     |                                     |            |
| PHITHE Total       |                         | \$10.42     |           | \$10                        |                                     |            |
| ROTARYBELL Total   |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| ROTARYCRYSRV Total |                         | \$1,500.00  |           | \$1,500                     |                                     |            |
| ROTARYOCA_SW Total |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| ROTH_BRUCE Total   |                         | \$200.00    |           | \$200                       |                                     |            |
| SEAY_J&M END Total |                         | \$13,705.00 |           | \$13,705                    |                                     |            |
| STEPS_GENERL Total |                         | \$43,572.50 |           | \$43,573                    |                                     |            |
| STRAUS_SCH Total   |                         | \$1,000.00  |           | \$1,000                     |                                     |            |
| THURSBY Total      |                         | \$2,000.00  |           | \$2,000                     |                                     |            |
| TOC_END Total      |                         | \$100.00    |           | \$100                       |                                     |            |
| TRAVOLTA_END Total |                         | \$115.00    |           | \$115                       |                                     |            |
| VAZQUEZ Total      |                         | \$100.00    |           | \$100                       |                                     |            |
| WACHOVIA_MAN Total |                         | \$500.00    |           | \$500                       |                                     |            |
| WALDRON_JIM Total  |                         | \$2,500.00  |           | \$2,500                     |                                     |            |

**STATE MATCH REQUEST - 2014-2015**

Gifts Received Between February 2, 2013 and February 1, 2014

| Fund ID                   | State Match Description | Gift Amount    | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total     |
|---------------------------|-------------------------|----------------|-----------|-----------------------------|-------------------------------------|----------------|
| WEAVER Total              |                         | \$350.00       |           | \$350                       |                                     |                |
| WOMCLOCALA Total          |                         | \$1,025.00     |           | \$1,025                     |                                     |                |
| WOODSON Total             |                         | \$500.00       |           | \$500                       |                                     |                |
| WRIGHT(ORMC) Total        |                         | \$250.00       |           | \$250                       |                                     |                |
| YES OPPORT Total          |                         | \$500.00       |           | \$500                       |                                     |                |
| ZOLLO_BOOK Total          |                         | \$65.00        |           | \$65                        |                                     |                |
| DREAMKEEPERS Total        |                         | \$240.00       |           | \$240                       |                                     |                |
| ANON_HORTIC Total         |                         | \$50.00        |           | \$50                        |                                     |                |
| APPLTON-PASS Total        |                         | \$440.00       |           | \$440                       |                                     |                |
| BLACKDIA_TRS Total        |                         | \$15,000.00    |           | \$15,000                    |                                     |                |
| BLAKEMAN_AWD Total        |                         | \$13,000.00    |           | \$13,000                    |                                     |                |
| COOK_SCHTRST Total        |                         | \$1,500.00     |           | \$1,500                     |                                     |                |
| DREAMKEEPERS Total        |                         | \$17,731.20    |           | \$17,731                    |                                     |                |
| FTFM_SCH Total            |                         | \$5,400.00     |           | \$5,400                     |                                     |                |
| GED_DREAM Total           |                         | \$1,392.00     |           | \$1,392                     |                                     |                |
| LIVEOAKPROP Total         |                         | \$1,000.00     |           | \$1,000                     |                                     |                |
| MEA_TRST Total            |                         | \$300.00       |           | \$300                       |                                     |                |
| MISCSCHOLA Total          |                         | \$650.00       |           | \$650                       |                                     |                |
| OCAASSOCREAL Total        |                         | \$500.00       |           | \$500                       |                                     |                |
| PASS-THRU Total           |                         | \$13,757.06    |           | \$13,757                    |                                     |                |
| ROGERS_TRST Total         |                         | \$1,000.00     |           | \$1,000                     |                                     |                |
| STEARNS_JOAN Total        |                         | \$8,310.00     |           | \$8,310                     |                                     |                |
| WELLSFAR_SCH Total        |                         | \$5,000.00     |           | \$5,000                     |                                     |                |
| SCHOLARSHIP TOTAL         |                         | 332,512        |           | \$332,512.13                |                                     |                |
| OTHER ELIGIBLE USES TOTAL |                         | \$491,452      |           |                             | 327,635                             |                |
| <b>GRAND TOTAL</b>        |                         | <b>823,964</b> |           | <b>332,512</b>              | <b>327,635</b>                      | <b>660,147</b> |

**COLLEGE:** College of Central Florida  
**PRIVATE CONTRIBUTIONS RECEIVED FEBRUARY 2, 2012 THROUGH FEBRUARY 1, 2013**

Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2013, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

|                                                   | 1                                                    | 2                         | 3                              |
|---------------------------------------------------|------------------------------------------------------|---------------------------|--------------------------------|
| USE                                               | NEW CONTRIBUTIONS<br>RECEIVED<br>2/2/2012 - 2/1/2013 | STATE MATCH<br>MULTIPLIER | TOTAL STATE<br>MATCHING AMOUNT |
| 1 Scholarship Matching (100%)                     | \$681,134                                            | 1                         | \$681,134                      |
| 2 Other Eligible Uses (40/60%)                    | \$307,942                                            | 2/3                       | \$205,295                      |
| 3 First Generation in College Scholarships (100%) | \$0                                                  | 1                         | \$0                            |
| <b>TOTAL</b>                                      | <b>\$989,077</b>                                     |                           | <b>\$886,429</b>               |

\*Please use whole dollars.

**NOTE:** Row 3 is not the equivalent of the First Generation Matching Program (FGMP) administered by the Office of Student Financial Assistance. Do not include FGMP amounts not amount previously designated as Philip Benjamin contributions subsequently used to fund FGMP.

**SB 2150 (2011) amended section 1011.85, Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011.**

**Please complete and return this form by email by close of business on February 11, 2013, to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org)**

**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

STATE MATCH REQUEST - 2013-2014

Gifts Received Between February 2, 2012 and February 1, 2013

| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| APPLE_ACQUIS Total               |                         | \$1,000.00          |           |                             | 667                                 |            |
| APPLE_ED&LIB Total               |                         | \$90.00             |           |                             | 60                                  |            |
| BRANAN-COM2 Total                |                         | \$3,612.76          |           |                             | 2,409                               |            |
| BRYANT Total                     |                         | \$2,000.00          |           |                             | 1,333                               |            |
| CF/LEARN Total                   |                         | \$492.00            |           |                             | 328                                 |            |
| CFBOTAN Total                    |                         | \$5,145.00          |           |                             | 3,430                               |            |
| CHILDERS_W Total                 |                         | \$600.00            |           |                             | 400                                 |            |
| DASSANCE Total                   |                         | \$1,100.00          |           |                             | 733                                 |            |
| DTHTR_12 Total                   |                         | \$16,344.04         |           |                             | 10,896                              |            |
| PFF ENDOW Total                  |                         | \$140,084.50        |           |                             | 93,390                              |            |
| SALSBU(M&FA) Total               |                         | \$25.00             |           |                             | 17                                  |            |
| VAZQUEZ_POET Total               |                         | \$480.00            |           |                             | 320                                 |            |
| WEB F&G-CULT Total               |                         | \$72.00             |           |                             | 48                                  |            |
| ALUMNI_TRST Total                |                         | \$651.00            |           |                             | 434                                 |            |
| AMA_CHILDREN Total               |                         | \$20,000.00         |           |                             | 13,333                              |            |
| APPLE_BRICK Total                |                         | \$1,449.00          |           |                             | 966                                 |            |
| APPLTON-PASS Total               |                         | \$44,387.50         |           |                             | 29,592                              |            |
| BOTAN_FOUNT Total                |                         | \$1,992.63          |           |                             | 1,328                               |            |
| COLBRAINSPO Total                |                         | \$500.00            |           |                             | 333                                 |            |
| COMM_PROMISE Total               |                         | \$7,500.00          |           |                             | 5,000                               |            |
| DONATE2COLLG Total               |                         | \$5,067.00          |           |                             | 3,378                               |            |
| MAR/CIT-ADN Total                |                         | \$150.00            |           |                             | 100                                 |            |
| MISCONTR Total                   |                         | \$250.00            |           |                             | 167                                 |            |
| MISCRESTRI Total                 |                         | \$250.00            |           |                             | 167                                 |            |
| ORD_RESTR Total                  |                         | \$15,000.00         |           |                             | 10,000                              |            |
| PROF_EDUC Total                  |                         | \$200.00            |           |                             | 133                                 |            |
| STEM_GRANT Total                 |                         | \$25,000.00         |           |                             | 16,667                              |            |
| URBAN_AMA Total                  |                         | \$14,500.00         |           |                             | 9,667                               |            |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$307,942.43</b> |           |                             | <b>205,295</b>                      |            |
|                                  |                         |                     |           |                             |                                     |            |
|                                  |                         |                     |           |                             |                                     |            |
| Fund ID                          | State Match Description | Gift Amount         | Fund Type |                             |                                     |            |
| AAUW-OCA Total                   |                         | \$300.00            |           | 300                         |                                     |            |
| ALTRUOCA Total                   |                         | \$1,700.00          |           | 1,700                       |                                     |            |
| ALVAREZ-END Total                |                         | \$275.00            |           | 275                         |                                     |            |
| APPLETONSCH Total                |                         | \$20.00             |           | 20                          |                                     |            |
| BENNETT_NURS Total               |                         | \$35,000.00         |           | 35,000                      |                                     |            |
| BOWEN Total                      |                         | \$500.00            |           | 500                         |                                     |            |
| BRANANSCHO Total                 |                         | (\$4,174.30)        |           | (4,174)                     |                                     |            |
| BURNS_J Total                    |                         | \$250.00            |           | 250                         |                                     |            |
| BUSYBEEQUILT Total               |                         | \$2,300.00          |           | 2,300                       |                                     |            |
| CALBECK Total                    |                         | \$1,000.00          |           | 1,000                       |                                     |            |
| CFALUMNI Total                   |                         | \$108.53            |           | 109                         |                                     |            |
| CFHORSEMAN Total                 |                         | \$120.00            |           | 120                         |                                     |            |
| CFSENIOR Total                   |                         | \$50.00             |           | 50                          |                                     |            |
| COLLINS Total                    |                         | \$20.00             |           | 20                          |                                     |            |
| COLLINS_T Total                  |                         | \$224.00            |           | 224                         |                                     |            |
| CONLEY_J Total                   |                         | \$500.00            |           | 500                         |                                     |            |

STATE MATCH REQUEST - 2013-2014

Gifts Received Between February 2, 2012 and February 1, 2013

| Fund ID              | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| DUNNELGARDEN Total   |                         | \$500.00    |           | 500                         |                                     |            |
| FITZSIMMONS Total    |                         | \$80.00     |           | 80                          |                                     |            |
| FNGLA_ENDSCH Total   |                         | \$2,000.00  |           | 2,000                       |                                     |            |
| FOLLIN Total         |                         | \$2,000.00  |           | 2,000                       |                                     |            |
| FTB&OA(Sch) Total    |                         | \$1,100.00  |           | 1,100                       |                                     |            |
| GENERAL_SCH2 Total   |                         | \$600.00    |           | 600                         |                                     |            |
| GIFT OF HOPE Total   |                         | \$4,934.50  |           | 4,935                       |                                     |            |
| GRIFFIN_ME Total     |                         | \$150.00    |           | 150                         |                                     |            |
| HOLLINS_DIXI Total   |                         | \$2,500.00  |           | 2,500                       |                                     |            |
| HOMOSAS_GAME Total   |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| JENKINS AUTO Total   |                         | \$12,500.00 |           | 12,500                      |                                     |            |
| JERNIGAN_C&E Total   |                         | \$6,000.00  |           | 6,000                       |                                     |            |
| JRLEAGUE#2 Total     |                         | \$3,120.00  |           | 3,120                       |                                     |            |
| LEVIEN Total         |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| LIONS-MARKS Total    |                         | \$1,685.00  |           | 1,685                       |                                     |            |
| LIONS-OCALA Total    |                         | \$100.00    |           | 100                         |                                     |            |
| MARION REG Total     |                         | \$500.00    |           | 500                         |                                     |            |
| MCCOY_ROB Total      |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| MCMSHEALTH Total     |                         | \$1,225.00  |           | 1,225                       |                                     |            |
| MCMS-MEM Total       |                         | \$1,200.00  |           | 1,200                       |                                     |            |
| MINNERLY_E Total     |                         | \$1,031.00  |           | 1,031                       |                                     |            |
| NEEDHAM Total        |                         | \$1,100.00  |           | 1,100                       |                                     |            |
| NILES Total          |                         | \$240.00    |           | 240                         |                                     |            |
| OAKRUN_GARD Total    |                         | \$1,500.00  |           | 1,500                       |                                     |            |
| OBRIEN_E Total       |                         | \$1,595.00  |           | 1,595                       |                                     |            |
| OCAHIGHSCH Total     |                         | \$2,450.00  |           | 2,450                       |                                     |            |
| OCALAROYAL Total     |                         | \$15,000.00 |           | 15,000                      |                                     |            |
| OCWOMENNET Total     |                         | \$75.00     |           | 75                          |                                     |            |
| OHIORENT Total       |                         | \$12,500.00 |           | 12,500                      |                                     |            |
| OTOW Total           |                         | \$400.00    |           | 400                         |                                     |            |
| PASSCHSHIP Total     |                         | \$100.00    |           | 100                         |                                     |            |
| PERRY_RACHEL Total   |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| PHITHETA Total       |                         | \$4.00      |           | 4                           |                                     |            |
| ROTARYBELL Total     |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| ROTARYCRYSRV Total   |                         | \$2,500.00  |           | 2,500                       |                                     |            |
| ROTARYOCA_SW Total   |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| SALSBURY-MUS Total   |                         | \$50.00     |           | 50                          |                                     |            |
| SLAUGHTER Total      |                         | \$50.00     |           | 50                          |                                     |            |
| SNA Total            |                         | \$2,541.00  |           | 2,541                       |                                     |            |
| STAFFORD-CH Total    |                         | \$50.00     |           | 50                          |                                     |            |
| STEPS_ANTHON2 Total  |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_BELLEV Total   |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_BELSAN2 Total  |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_E.MARI Total   |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_EVERGR Total   |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_FTMCCOY2 Total |                         | \$10,000.00 |           | 10,000                      |                                     |            |
| STEPS_GENERL Total   |                         | \$20,637.10 |           | 20,637                      |                                     |            |
| STEPS_HAMMETT Total  |                         | \$10,000.00 |           | 10,000                      |                                     |            |

STATE MATCH REQUEST - 2013-2014

Gifts Received Between February 2, 2012 and February 1, 2013

| Fund ID                   | State Match Description | Gift Amount  | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|---------------------------|-------------------------|--------------|---------------------|-----------------------------|-------------------------------------|------------|
| STEPS_HAMMETT2 Total      |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_HERNAN2 Total       |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_INVERN Total        |                         | \$10,530.00  |                     | 10,530                      |                                     |            |
| STEPS_INVERN2 Total       |                         | \$5,000.00   |                     | 5,000                       |                                     |            |
| STEPS_OCALASPRINGS2 Total |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_ROMEO2 Total        |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_S.OCALA Total       |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_SPARR2 Total        |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_STANTON2 Total      |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STEPS_WARDHI2 Total       |                         | \$10,000.00  |                     | 10,000                      |                                     |            |
| STRAUS_SCH Total          |                         | \$2,950.00   |                     | 2,950                       |                                     |            |
| TAYLOR_K#1 Total          |                         | \$12,500.00  |                     | 12,500                      |                                     |            |
| TAYLOR_K#2 Total          |                         | \$12,500.00  |                     | 12,500                      |                                     |            |
| THOMPSON_I Total          |                         | \$100.00     |                     | 100                         |                                     |            |
| TOC_END Total             |                         | \$150.00     |                     | 150                         |                                     |            |
| TOO2012 Total             |                         | \$34,654.36  |                     | 34,654                      |                                     |            |
| TRAVOLTA_END Total        |                         | \$16,269.87  |                     | 16,270                      |                                     |            |
| TROW_BARB Total           |                         | \$500.00     |                     | 500                         |                                     |            |
| VAZQUEZ Total             |                         | \$520.00     |                     | 520                         |                                     |            |
| WACHOVIA_MAN Total        |                         | (\$4,500.00) |                     | (4,500)                     |                                     |            |
| WALDRON_JIM Total         |                         | \$2,000.00   |                     | 2,000                       |                                     |            |
| WEAVER_AARON Total        |                         | \$100.00     |                     | 100                         |                                     |            |
| WOMSUGWOOD Total          |                         | \$100.00     |                     | 100                         |                                     |            |
| WOODSON Total             |                         | \$1,000.00   |                     | 1,000                       |                                     |            |
| WRIGHT(ORMC) Total        |                         | \$250.00     |                     | 250                         |                                     |            |
| YES OPPORT Total          |                         | \$25.00      |                     | 25                          |                                     |            |
| ZANE Total                |                         | \$2,787.50   |                     | 2,788                       |                                     |            |
| ZOLLO_BOOK Total          |                         | \$563.00     |                     | 563                         |                                     |            |
|                           | Sch - Endowed           | \$13,506.48  | Endowed Scholarship | 13,506                      |                                     |            |
| ANON_HORTIC Total         |                         | \$60.00      |                     | 60                          |                                     |            |
| BLACKDIA_TRS Total        |                         | \$25,000.00  |                     | 25,000                      |                                     |            |
| BROWN_E TRST Total        |                         | \$200.00     |                     | 200                         |                                     |            |
| DREAMKEEPERS Total        |                         | \$57,123.47  |                     | 57,123                      |                                     |            |
| FTFM_SCH Total            |                         | \$2,500.00   |                     | 2,500                       |                                     |            |
| GED_DREAM Total           |                         | \$60.00      |                     | 60                          |                                     |            |
| GENERAL_SCH 2 Total       |                         | \$5,000.00   |                     | 5,000                       |                                     |            |
| JRLEAGUE_TRS Total        |                         | \$1,500.00   |                     | 1,500                       |                                     |            |
| LIVEOAKPROP Total         |                         | \$2,000.00   |                     | 2,000                       |                                     |            |
| MEA_TRST Total            |                         | \$300.00     |                     | 300                         |                                     |            |
| MISCSCHOLA Total          |                         | \$2,700.00   |                     | 2,700                       |                                     |            |
| PASS-THRU Total           |                         | \$166,973.57 |                     | 166,974                     |                                     |            |
| ROGERS_TRST Total         |                         | \$1,000.00   |                     | 1,000                       |                                     |            |
|                           |                         |              |                     |                             |                                     |            |
|                           |                         |              |                     |                             |                                     |            |
| SCHOLARSHIP TOTAL         |                         | \$681,134.08 |                     | 681,134                     |                                     |            |
| OTHER ELIGIBLE USES TOTAL |                         | \$307,942.43 |                     |                             | 205,295                             |            |
| GRAND TOTAL               |                         | \$989,076.51 |                     | 681,134                     | 205,295                             | 886,429    |

COLLEGE: College of Central Florida  
**PRIVATE CONTRIBUTIONS RECEIVED JUNE 30, 2011 THROUGH FEBRUARY 1, 2012**

SB 2150 (2011) amends section 1011.85, Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011. Please provide the total amounts by program of private contributions that were received and deposited as assets of the foundation as of February 1, 2012, and would have been eligible for state matching funds prior to the suspension. The funds must not have been matched from previous state appropriations.

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

|                                                 | 1                                                                               | 2                      | 3                                 | 4                                               | 5                                                      |
|-------------------------------------------------|---------------------------------------------------------------------------------|------------------------|-----------------------------------|-------------------------------------------------|--------------------------------------------------------|
| USE                                             | ELIGIBLE CASH CONTRIBUTIONS PREVIOUSLY UNMATCHED BY THE STATE (as of 6/29/2011) | STATE MATCH MULTIPLIER | TOTAL STATE MATCHING FUND REQUEST | NEW CONTRIBUTIONS RECEIVED 6/30/2011 - 2/1/2012 | TOTAL FINAL PRIVATE CONTRIBUTIONS RECEIVED BY 2/1/2012 |
| Scholarship Matching (100%)                     | \$3,021,049                                                                     | 1                      | \$3,021,049                       | \$327,206                                       | \$3,348,255                                            |
| Other Eligible Uses (40/60%)                    | \$5,300,747                                                                     | 2/3                    | \$3,533,831                       | \$579,738                                       | \$5,880,485                                            |
| First Generation in College Scholarships (100%) | -                                                                               | 1                      | \$0                               | \$0                                             | \$0                                                    |
| <b>TOTAL</b>                                    | <b>\$8,321,796</b>                                                              |                        | <b>\$6,554,880</b>                | <b>\$906,944</b>                                | <b>\$9,228,740</b>                                     |

\*Please use whole dollars.

**NOTE:** Column 1 will populate after you **copy and paste your college name** into the yellow highlighted cell above. The pre-populated data reflect the college's certification as of June 29, 2011. Row 3 is not the equivalent of the First Generation Matching Grant Program (FGMG) administered by the Office of Student Financial Assistance. DO NOT include any amounts matched under the FGMG program.

**Please complete and return this form by email by close of business on February 13, 2012, to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org)**  
**Please note a hard copy is not required to be submitted to the Florida College Budget Office.**

STATE MATCH REQUEST - 2012-2013  
 Gifts Received Between June 30, 2011 and February 1, 2012

| Fund ID                   | State Match Description | Gift Amount   | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|---------------------------|-------------------------|---------------|-----------|-----------------------------|-------------------------------------|------------|
| APPLE_COLENK Total        |                         | \$30.00       |           |                             | 20                                  |            |
| APPLE_ED&LIB Total        |                         | \$250.00      |           |                             | 167                                 |            |
| BOA/HUMAN Total           |                         | \$10.00       |           |                             | 7                                   |            |
| BRAN/BUS Total            |                         | \$60.00       |           |                             | 40                                  |            |
| BRANAN-COM2 Total         |                         | \$1,669.72    |           |                             | 1,113                               |            |
| BRYANT Total              |                         | \$2,000.00    |           |                             | 1,333                               |            |
| CF PHYS ED Total          |                         | \$488.00      |           |                             | 325                                 |            |
| CF/LEARN Total            |                         | \$95.00       |           |                             | 63                                  |            |
| CHILDERS_W Total          |                         | \$300.00      |           |                             | 200                                 |            |
| EQUINE STUD Total         |                         | \$54.00       |           |                             | 36                                  |            |
| HO CHAIR Total            |                         | \$40.00       |           |                             | 27                                  |            |
| JEROME-SCIEN Total        |                         | \$320.00      |           |                             | 213                                 |            |
| PFF ENDOW Total           |                         | \$203,920.91  |           |                             | 135,947                             |            |
| PFF Levy-JAC Total        |                         | \$360,000.00  |           |                             | 240,000                             |            |
| VAZQUEZ_POET Total        |                         | \$370.00      |           |                             | 247                                 |            |
| WEB F&G-CULT Total        |                         | \$36.00       |           |                             | 24                                  |            |
| ALUMNI_TRST Total         |                         | \$100.00      |           |                             | 67                                  |            |
| APPLE_BRICK Total         |                         | \$100.00      |           |                             | 67                                  |            |
| APPLTON-PASS Total        |                         | \$50,070.00   |           |                             | 33,380                              |            |
| BOTAN_FOUNT Total         |                         | \$175.00      |           |                             | 117                                 |            |
| COMM_PROMISE Total        |                         | (\$54,800.00) |           |                             | (36,533)                            |            |
| DONATE2COLLG Total        |                         | \$700.00      |           |                             | 467                                 |            |
| DREAMKEEPERS Total        |                         | \$1,429.00    |           |                             | 953                                 |            |
| ORD_RESTR Total           |                         | \$12,200.00   |           |                             | 8,133                               |            |
| PFF ENDOW Total           |                         | \$120.00      |           |                             | 80                                  |            |
| OTHER ELIGIBLE USES TOTAL |                         | \$579,737.63  |           |                             | 386,492                             |            |
| Fund ID                   | State Match Description | Gift Amount   | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| ALTRUOCA Total            |                         | \$750.00      |           | 750                         |                                     |            |
| ALVAREZ-END Total         |                         | \$155.00      |           | 155                         |                                     |            |
| BRANANSCHO Total          |                         | \$3,339.44    |           | 3339                        |                                     |            |
| CALBECK Total             |                         | \$1,000.00    |           | 1000                        |                                     |            |
| CFHORSEMAN Total          |                         | \$65.00       |           | 65                          |                                     |            |
| CITRUS 20/20 Total        |                         | \$125.00      |           | 125                         |                                     |            |
| COLLINS Total             |                         | \$90.00       |           | 90                          |                                     |            |
| DELAY Total               |                         | \$595.00      |           | 595                         |                                     |            |
| DELUCA_C Total            |                         | \$125.00      |           | 125                         |                                     |            |
| DOLLSCH_LE Total          |                         | \$312.00      |           | 312                         |                                     |            |
| FANTE Total               |                         | \$200.00      |           | 200                         |                                     |            |
| FELIX Total               |                         | \$40.00       |           | 40                          |                                     |            |
| FITZSIMMONS Total         |                         | \$130.00      |           | 130                         |                                     |            |
| FOFSCHL Total             |                         | \$120.00      |           | 120                         |                                     |            |
| FOLLIN Total              |                         | \$1,000.00    |           | 1000                        |                                     |            |
| FTB&OA(Sch) Total         |                         | \$550.00      |           | 550                         |                                     |            |
| GENERAL_SCH2 Total        |                         | \$200.00      |           | 200                         |                                     |            |
| GIFT OF HOPE Total        |                         | \$2,853.43    |           | 2853                        |                                     |            |
| GRIFFIN_ME Total          |                         | \$150.00      |           | 150                         |                                     |            |
| GRIFFITHS Total           |                         | \$500.00      |           | 500                         |                                     |            |
| GRISSOM Total             |                         | \$100.00      |           | 100                         |                                     |            |
| HITCHCOCK Total           |                         | \$500.00      |           | 500                         |                                     |            |
| HOLLINS_DIXI Total        |                         | \$2,500.00    |           | 2500                        |                                     |            |
| HOMOSAS_GAME Total        |                         | \$1,000.00    |           | 1000                        |                                     |            |



**STATE MATCH REQUEST - 2012-2013**  
 Gifts Received Between June 30, 2011 and February 1, 2012

| Fund ID                       | State Match Description | Gift Amount  | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|-------------------------------|-------------------------|--------------|-----------|-----------------------------|-------------------------------------|------------|
| JACKSON_WM Total              |                         | \$1,000.00   |           | 1000                        |                                     |            |
| JERNIGAN_C&E Total            |                         | \$2,000.00   |           | 2000                        |                                     |            |
| JEROME Total                  |                         | \$100.00     |           | 100                         |                                     |            |
| LIONS-MARKS Total             |                         | \$1,245.00   |           | 1245                        |                                     |            |
| LIONS-OCALA Total             |                         | \$35.00      |           | 35                          |                                     |            |
| LONGE Total                   |                         | \$500.00     |           | 500                         |                                     |            |
| MARION_REG Total              |                         | \$1,400.00   |           | 1,400                       |                                     |            |
| MCKENZIE_JAY Total            |                         | \$150.00     |           | 150                         |                                     |            |
| MCMSHEALTH Total              |                         | \$1,900.00   |           | 1,900                       |                                     |            |
| MCMS-MEM Total                |                         | \$1,900.00   |           | 1,900                       |                                     |            |
| MINNERLY_E Total              |                         | \$491.00     |           | 491                         |                                     |            |
| MOSAIC_END Total              |                         | \$125.05     |           | 125                         |                                     |            |
| NURSING Total                 |                         | \$90.00      |           | 90                          |                                     |            |
| OAKRUN_GARD Total             |                         | \$1,025.00   |           | 1,025                       |                                     |            |
| OCAHIGHSCH Total              |                         | \$100.00     |           | 100                         |                                     |            |
| OHIORENT Total                |                         | \$5,000.00   |           | 5,000                       |                                     |            |
| OSTEEN_COL Total              |                         | \$10,000.00  |           | 10,000                      |                                     |            |
| PALMERFAM Total               |                         | \$500.00     |           | 500                         |                                     |            |
| PASSCHSHIP Total              |                         | \$100.00     |           | 100                         |                                     |            |
| PEALER_C&G Total              |                         | \$55.00      |           | 55                          |                                     |            |
| ROTARYCRYSRV Total            |                         | \$100.00     |           | 100                         |                                     |            |
| ROTARYOCA_SW Total            |                         | \$1,000.00   |           | 1,000                       |                                     |            |
| STAFFORD-CH Total             |                         | \$40.00      |           | 40                          |                                     |            |
| STEPS_DONREL Total            |                         | \$750.00     |           | 750                         |                                     |            |
| STEPS_FLORAL Total            |                         | \$10,000.00  |           | 10,000                      |                                     |            |
| STEPS_GENERL Total            |                         | \$10,430.00  |           | 10,430                      |                                     |            |
| STEPS_HORIZN2 Total           |                         | \$10,000.00  |           | 10,000                      |                                     |            |
| SURMONS_E Total               |                         | \$66.00      |           | 66                          |                                     |            |
| TOC2010 to Steps_Generl Total |                         | \$7,835.09   |           | 7,835                       |                                     |            |
| TOO2011 Total                 |                         | \$1,751.75   |           | 1,752                       |                                     |            |
| TRAVOLTA_END Total            |                         | \$10.00      |           | 10                          |                                     |            |
| TROW_BARB Total               |                         | \$1,200.00   |           | 1,200                       |                                     |            |
| VAZQUEZ Total                 |                         | \$200.00     |           | 200                         |                                     |            |
| WACHOVIA_MAN Total            |                         | \$5,250.00   |           | 5,250                       |                                     |            |
| WALDRON_JIM Total             |                         | \$1,500.00   |           | 1,500                       |                                     |            |
| ZOLLO_BOOK Total              |                         | \$122.48     |           | 122                         |                                     |            |
| ANON_HORTIC Total             |                         | \$27.50      |           | 28                          |                                     |            |
| BLACKDIA_TRS Total            |                         | \$25,000.00  |           | 25,000                      |                                     |            |
| DREAMKEEPERS Total            |                         | \$50,576.27  |           | 50,576                      |                                     |            |
| FTFM_FINISH Total             |                         | \$3,700.00   |           | 3,700                       |                                     |            |
| FTFM_SCH Total                |                         | \$4,500.00   |           | 4,500                       |                                     |            |
| LIVEOAKPROP Total             |                         | \$2,000.00   |           | 2,000                       |                                     |            |
| PASS-THRU Total               |                         | \$147,031.30 |           | 147,031                     |                                     |            |
| SCHOLARSHIP TOTAL             |                         | \$327,206    |           | 327,206                     |                                     |            |
| OTHER ELIGIBLE USES TOTAL     |                         | \$579,738    |           |                             | 386,492                             |            |
| GRAND TOTAL                   |                         | \$906,944    |           | 327,206                     | 386,492                             | 713,698    |

COLLEGE: **College of Central Florida**  
**PRIVATE CONTRIBUTIONS FOR MATCHING PURPOSES**  
**FINAL PRIVATE CONTRIBUTIONS (AS OF JUNE 29, 2011)**

SB 2150 (2011) amends section 1011.85, Florida Statutes, to suspend state matching funds for donations received on or after June 30, 2011. Please provide the final amounts by program of private contributions requested to be matched by state dollars. These contributions, which are aligned with the mission of the college, were received and deposited as assets of the foundation as of midnight on June 29, 2011. The funds have not been matched from previous state appropriations. Please include these amounts in the appropriation request for 2012-2013.

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

|                                                 | 1                                                                                  | 2                                                  | 3                                                       | 4                      | 5                                 |
|-------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------|------------------------|-----------------------------------|
| USE                                             | ELIGIBLE CASH CONTRIBUTIONS PREVIOUSLY UNMATCHED BY THE STATE (Prior to 2/2/2011 ) | NEW CONTRIBUTIONS RECEIVED<br>2/2/2011 - 6/29/2011 | TOTAL FINAL PRIVATE CONTRIBUTIONS RECEIVED BY 6/29/2011 | STATE MATCH MULTIPLIER | TOTAL STATE MATCHING FUND REQUEST |
| Scholarship Matching (100%)                     | \$2,842,660                                                                        | \$178,389                                          | \$3,021,049                                             | 1                      | \$3,021,049                       |
| Other Eligible Uses (40/60%)                    | \$3,554,297                                                                        | \$1,746,450                                        | \$5,300,747                                             | 2/3                    | \$3,533,832                       |
| First Generation in College Scholarships (100%) | \$0                                                                                |                                                    | \$0                                                     | 1                      | \$0                               |
| <b>TOTAL</b>                                    | <b>\$6,396,957</b>                                                                 | <b>\$1,924,839</b>                                 | <b>\$8,321,796</b>                                      |                        | <b>\$6,554,881</b>                |

\*Please use whole dollars. Cents will not be requested for matching.

**NOTE:** Column 1 will populate after you copy and paste your college name into the yellow highlighted cell above. The pre-populated data reflect the college's certification as of February 1, 2011. Row 3 is not the equivalent of the First Generation Matching Program (FGMP) administered by the Office of Student Financial Assistance. DO NOT include any amounts matched under the FGMP program.

This form is to certify that the information provided above is accurate according to the direct support organization and the college records.

  
 \_\_\_\_\_  
 President

7-11-11  
 \_\_\_\_\_  
 Date

**Please complete and return this form by email by close of business on July 13, 2011, to collegereporting@fldoe.org**

STATE MATCH REQUEST - 2011-2012  
 Gifts Received Between February 2, 2010 and June 29, 2011

| Fund ID                               | Gift Reference |  | State Match Description | Gift Amount           | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|---------------------------------------|----------------|--|-------------------------|-----------------------|-----------|-----------------------------|-------------------------------------|------------|
| AF_EDITHMARI Total                    |                |  |                         | \$100,000.00          |           |                             | 66,667                              |            |
| APPLE_ACQUIS Total                    |                |  |                         | \$10,910.42           |           |                             | 7,274                               |            |
| BOA/HUMAN Total                       |                |  |                         | \$34.00               |           |                             | 23                                  |            |
| BRAN/BUS Total                        |                |  |                         | \$485.50              |           |                             | 324                                 |            |
| BRANAN-COM2 Total                     |                |  |                         | \$2,204.86            |           |                             | 1,470                               |            |
| CFBOTAN Total                         |                |  |                         | \$1,000.00            |           |                             | 667                                 |            |
| CHILDERS_W Total                      |                |  |                         | \$225.00              |           |                             | 150                                 |            |
| DASSANCE Total                        |                |  |                         | \$2,700.00            |           |                             | 1,800                               |            |
| DRIG/KING Total                       |                |  |                         | \$145.59              |           |                             | 97                                  |            |
| E_LEARN Total                         |                |  |                         | \$5.00                |           |                             | 3                                   |            |
| HO CHAIR Total                        |                |  |                         | \$95.00               |           |                             | 63                                  |            |
| JEROME-SCIEN Total                    |                |  |                         | \$430.00              |           |                             | 287                                 |            |
| PFF ENDOW Total                       |                |  |                         | \$94,382.03           |           |                             | 62,921                              |            |
| PFF LEVY-JAC Total                    |                |  |                         | \$1,308,060.00        |           |                             | 872,040                             |            |
| VAZQUEZ_POET Total                    |                |  |                         | \$265.00              |           |                             | 177                                 |            |
| WEB F&G-CULT Total                    |                |  |                         | \$27.00               |           |                             | 18                                  |            |
| ALUMNI_TRST Total                     |                |  |                         | \$100.00              |           |                             | 67                                  |            |
| APPLTON-PASS Total                    |                |  |                         | \$28,906.00           |           |                             | 19,271                              |            |
| COLBRAINSPO Total                     |                |  |                         | \$500.00              |           |                             | 333                                 |            |
| COMM_PROMISE Total                    |                |  |                         | \$140,200.00          |           |                             | 93,467                              |            |
| DONATE2COLLG Total                    |                |  |                         | \$5,600.00            |           |                             | 3,733                               |            |
| DREAMKEEPERS Total                    |                |  |                         | \$25.00               |           |                             | 17                                  |            |
| MAR/CIT-ADN Total                     |                |  |                         | \$150.00              |           |                             | 100                                 |            |
| STEM_GRANT Total                      |                |  |                         | \$40,000.00           |           |                             | 26,667                              |            |
| Celebration of Leadership or Appleton |                |  | OEU - Not endowed       | \$10,000.00           | Program   |                             | 6,667                               |            |
| <b>Grand Total</b>                    |                |  |                         | <b>\$1,746,450.40</b> |           |                             | <b>1,164,300.27</b>                 |            |
| Fund ID                               | Gift Reference |  | State Match Description | Gift Amount           | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| AAUW-OCA Total                        |                |  |                         | \$300.00              |           | \$300.00                    |                                     |            |
| ALVAREZ-END Total                     |                |  |                         | \$227.00              |           | 227                         |                                     |            |
| ARMSTRONG Total                       |                |  |                         | \$800.00              |           | 800                         |                                     |            |
| BRANANSCHO Total                      |                |  |                         | \$834.86              |           | 835                         |                                     |            |
| CF_AFC Total                          |                |  |                         | \$100.00              |           | 100                         |                                     |            |
| CFHORSEMAN Total                      |                |  |                         | \$45.00               |           | 45                          |                                     |            |
| COLLINS Total                         |                |  |                         | \$50.00               |           | 50                          |                                     |            |
| CONLEY_J Total                        |                |  |                         | \$13,000.00           |           | 13,000                      |                                     |            |
| DOLLSCH_LE Total                      |                |  |                         | \$168.00              |           | 168                         |                                     |            |
| DTHTR_10 Total                        |                |  |                         | (\$2,950.00)          |           | (2,950)                     |                                     |            |
| DTHTR_11 Total                        |                |  |                         | \$7,415.09            |           | 7,415                       |                                     |            |
| DUNNELGARDEN Total                    |                |  |                         | \$6,000.00            |           | 6,000                       |                                     |            |
| FITZSIMMONS Total                     |                |  |                         | \$70.00               |           | 70                          |                                     |            |
| FTB&OA(Sch) Total                     |                |  |                         | \$575.00              |           | 575                         |                                     |            |
| GENERAL_SCH2 Total                    |                |  |                         | \$100.00              |           | 100                         |                                     |            |
| GIFT OF HOPE Total                    |                |  |                         | \$2,642.71            |           | 2,643                       |                                     |            |
| GRIFFITHS Total                       |                |  |                         | \$500.00              |           | 500                         |                                     |            |
| GUYNN Total                           |                |  |                         | \$25.00               |           | 25                          |                                     |            |
| HOMOSAS_GAME Total                    |                |  |                         | \$300.00              |           | 300                         |                                     |            |
| JERNIGAN_C&E Total                    |                |  |                         | \$1,100.00            |           | 1,100                       |                                     |            |
| KIWANISOCA Total                      |                |  |                         | \$100.00              |           | 100                         |                                     |            |
| KIWANISYONGE Total                    |                |  |                         | \$1,000.00            |           | 1,000                       |                                     |            |
| LIONS-MARKS Total                     |                |  |                         | \$1,400.00            |           | 1,400                       |                                     |            |
| MALEVER Total                         |                |  |                         | \$25.00               |           | 25                          |                                     |            |
| MARIONDUNN Total                      |                |  |                         | \$366.25              |           | 366                         |                                     |            |
| MASTGARDEN Total                      |                |  |                         | \$400.00              |           | 400                         |                                     |            |
| MCCOY_ROB Total                       |                |  |                         | \$50.00               |           | 50                          |                                     |            |
| MINNERLY_E Total                      |                |  |                         | \$367.00              |           | 367                         |                                     |            |
| MOSAIC_END Total                      |                |  |                         | \$25.00               |           | 25                          |                                     |            |
| NILES Total                           |                |  |                         | \$220.00              |           | 220                         |                                     |            |
| NURSING Total                         |                |  |                         | \$60.00               |           | 60                          |                                     |            |
| OAKRUN_GARD Total                     |                |  |                         | \$1,000.00            |           | 1,000                       |                                     |            |
| OCAHIGHSCH Total                      |                |  |                         | \$50.00               |           | 50                          |                                     |            |
| OHIORENT Total                        |                |  |                         | \$5,000.00            |           | 5,000                       |                                     |            |
| OTOW Total                            |                |  |                         | \$200.00              |           | 200                         |                                     |            |
| PALMERFAM Total                       |                |  |                         | \$890.00              |           | 890                         |                                     |            |

STATE MATCH REQUEST - 2011-2012  
 Gifts Received Between February 2, 2010 and June 29, 2011

| Fund ID                   | Gift Reference | State Match Description | Gift Amount | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total  |
|---------------------------|----------------|-------------------------|-------------|---------------------|-----------------------------|-------------------------------------|-------------|
| PASSCHSHIP Total          |                |                         | \$130.00    |                     | 130                         |                                     |             |
| PEALER_C&G Total          |                |                         | \$145.00    |                     | 145                         |                                     |             |
| PERRY_RACHEL Total        |                |                         | \$1,000.00  |                     | 1,000                       |                                     |             |
| ROHDE_C&T Total           |                |                         | \$100.00    |                     | 100                         |                                     |             |
| ROTARYCRYSRV Total        |                |                         | \$10.00     |                     | 10                          |                                     |             |
| STEPS_BELSAN Total        |                |                         | \$10,000.00 |                     | 10,000                      |                                     |             |
| STEPS_CENTRAL Total       |                |                         | \$10,000.00 |                     | 10,000                      |                                     |             |
| STEPS_CITRUS Total        |                |                         | \$10,000.00 |                     | 10,000                      |                                     |             |
| STEPS_GENERL Total        |                |                         | \$6,581.23  |                     | 6,581                       |                                     |             |
| STEPS_PLEASA Total        |                |                         | \$5,000.00  |                     | 5,000                       |                                     |             |
| SURMONS_E Total           |                |                         | \$54.00     |                     | 54                          |                                     |             |
| THOMPSON_J Total          |                |                         | \$100.00    |                     | 100                         |                                     |             |
| TOC2010 Total             |                |                         | \$13,994.82 |                     | 13,995                      |                                     |             |
| TOO2011 Total             |                |                         | \$16,703.68 |                     | 16,704                      |                                     |             |
| TRAVOLTA_END Total        |                |                         | \$140.00    |                     | 140                         |                                     |             |
| VAZQUEZ Total             |                |                         | \$25.00     |                     | 25                          |                                     |             |
| WEAVER_AARON Total        |                |                         | \$100.00    |                     | 100                         |                                     |             |
| WOMCLOCALA Total          |                |                         | \$1,025.00  |                     | 1,025                       |                                     |             |
| WOMSUGWOOD Total          |                |                         | \$100.00    |                     | 100                         |                                     |             |
| WRIGHT(ORMC) Total        |                |                         | \$250.00    |                     | 250                         |                                     |             |
| ZOLLO_BOOK Total          |                |                         | \$209.64    |                     | 210                         |                                     |             |
|                           | STEPS_GENERL   | Sch - Endowed           | \$10,000.00 | Endowed Scholarship | 10,000                      |                                     |             |
| ANON_HORTIC Total         |                |                         | \$22.50     |                     | 23                          |                                     |             |
| BROWN_E_TRST Total        |                |                         | \$2,500.00  |                     | 2,500                       |                                     |             |
| DREAMKEEPERS Total        |                |                         | \$9,763.32  |                     | 9,763                       |                                     |             |
| MEA_TRST Total            |                |                         | \$500.00    |                     | 500                         |                                     |             |
| MISCSCHOLA Total          |                |                         | \$1,075.00  |                     | 1,075                       |                                     |             |
| PASS-THRU Total           |                |                         | \$36,403.60 |                     | 36,404                      |                                     |             |
| SCHOLARSHIP TOTAL         |                |                         | \$178,389   |                     | \$178,389                   |                                     |             |
| OTHER ELIGIBLE USES TOTAL |                |                         | \$1,746,450 |                     |                             | \$1,164,300                         |             |
| GRAND TOTAL               |                |                         | \$1,924,839 |                     | \$178,389                   | \$1,164,300                         | \$1,342,689 |

**COLLEGE: Central Florida Community College**  
**2010-2011 PRIVATE CONTRIBUTIONS FOR MATCHING PURPOSES**  
**FINAL PRIVATE CONTRIBUTIONS (AS OF FEBRUARY 1, 2010)**

As required by 1011.85, Florida Statutes, the following are the final amounts by program of private contributions requested to be matched by state dollars. These contributions, which are aligned with the mission of the college and certified by the college

**DR. PHILIP BENJAMIN MATCHING PROGRAM**

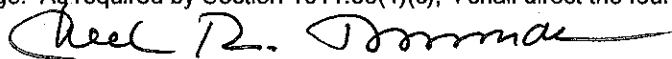
|                                                                | 1                                                                                  | 2                                                 | 3                                                      | 4                      | 5                                     |
|----------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|------------------------|---------------------------------------|
| USE                                                            | ELIGIBLE CASH CONTRIBUTIONS PREVIOUSLY UNMATCHED BY THE STATE (Prior to 2/2/2009 ) | NEW CONTRIBUTIONS RECEIVED<br>2/2/2009 - 2/1/2010 | TOTAL FINAL PRIVATE CONTRIBUTIONS RECEIVED BY 2/1/2010 | STATE MATCH MULTIPLIER | 2010-2011 STATE MATCHING FUND REQUEST |
| 1 Scholarship Matching (100%)                                  | 1784666.72                                                                         | 537674.15                                         | \$2,322,341                                            | 1                      | \$2,322,341                           |
| 2 Other Eligible Uses (40/60%)                                 | 1730173.36                                                                         | 921115.97                                         | \$2,651,289                                            | 2/3                    | \$1,767,526                           |
| 3 First Generation in College Scholarships (100%) <sup>1</sup> |                                                                                    |                                                   | \$0                                                    | 1                      | \$0                                   |
| <b>TOTAL</b>                                                   | <b>\$3,514,840</b>                                                                 | <b>\$1,458,790</b>                                | <b>\$4,973,630</b>                                     |                        | <b>\$4,089,867</b>                    |

\*Please use whole dollars. Cents will not be requested for matching.

**NOTE:** Row 3 is not the equivalent of the First Generation Matching Program (FGMP) administered by the Office of Student Financial Assistance. Do not include FGMP amounts nor amounts previously designated as Philip Benjamin contributions subsequently used to fund FGMP.

Certified by Board of Trustees:

The information provided above is accurate according to college records. The above uses are in alignment with the established mission of the college. As required by Section 1011.85(4)(c), I shall direct the foundation to include a certification of accuracy.



\_\_\_\_\_  
President (as Secretary of the Board)

\_\_\_\_\_  
1/26/2010  
Date of Board Meeting

**Please complete and return this form by close of business on February 9, 2010 to:**

Florida College System Office of Budget and Financial Services, 325 West Gaines Street, Suite 1224, Tallahassee, Florida, 32399-0400

Note: Forms may be faxed to (850) 245-9393 or emailed to [collegereporting@fldoe.org](mailto:collegereporting@fldoe.org). In addition to faxed or emailed transmissions, all colleges must submit an original form bearing the President's signature.

STATE MATCH REQUEST - 2010-2011

Gifts Received Between February 2, 2009 and February 1, 2010

| Fund ID                         | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|---------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| AF_EDITHMARI Total              |                         | \$100,000.00        |           |                             | 66,667                              |            |
| APPLE_ADVANC Total              |                         | \$279,765.96        |           |                             | 186,511                             |            |
| APPLE_COLENK Total              |                         | \$50.00             |           |                             | 33                                  |            |
| APPLE_CONSER Total              |                         | \$10.00             |           |                             | 7                                   |            |
| APPLE_ED&LIB Total              |                         | \$2,000.00          |           |                             | 1,333                               |            |
| APPLE_MARTHA Total              |                         | \$15.00             |           |                             | 10                                  |            |
| BOA/HUMAN Total                 |                         | \$10.00             |           |                             | 7                                   |            |
| BRAN/ANYDISC Total              |                         | \$32.50             |           |                             | 22                                  |            |
| BRAN/BUS Total                  |                         | \$2,006.98          |           |                             | 1,338                               |            |
| BRAN/UNDES2 Total               |                         | \$135.00            |           |                             | 90                                  |            |
| BRANAN-COM2 Total               |                         | \$1,434.65          |           |                             | 956                                 |            |
| BRYANT Total                    |                         | \$2,000.00          |           |                             | 1,333                               |            |
| CFCC FNDN LR Total              |                         | \$20.00             |           |                             | 13                                  |            |
| CFCC/LEARN Total                |                         | \$300.00            |           |                             | 200                                 |            |
| CFCC_CITRUS Total               |                         | \$324.60            |           |                             | 216                                 |            |
| CFCC_COMPUT Total               |                         | \$5.00              |           |                             | 3                                   |            |
| CFCCBOTAN Total                 |                         | \$5,300.00          |           |                             | 3,533                               |            |
| CFCCF_PASCUL Total              |                         | \$70.00             |           |                             | 47                                  |            |
| CHILDERS_W Total                |                         | \$594.00            |           |                             | 396                                 |            |
| EQUINE STUD Total               |                         | \$5.00              |           |                             | 3                                   |            |
| HO CHAIR Total                  |                         | \$250.00            |           |                             | 167                                 |            |
| JEROME-SCIEN Total              |                         | \$20.00             |           |                             | 13                                  |            |
| MARDENTLCHR Total               |                         | \$62.50             |           |                             | 42                                  |            |
| MRMC/MATHSCI Total              |                         | \$90.00             |           |                             | 60                                  |            |
| PAS_CHAIR Total                 |                         | \$10.00             |           |                             | 7                                   |            |
| PFF ENDOW Total                 |                         | \$364,591.57        |           |                             | 243,061                             |            |
| SALSBU(M&FA) Total              |                         | \$25.00             |           |                             | 17                                  |            |
| SUNTR/BUS Total                 |                         | \$110.00            |           |                             | 73                                  |            |
| VAZQUEZ_POET Total              |                         | \$430.00            |           |                             | 287                                 |            |
| ALUMNI_TRST Total               |                         | \$2,205.00          |           |                             | 1,470                               |            |
| APPLTON-PASS Total              |                         | \$19,610.00         |           |                             | 13,073                              |            |
| BOTAN_FOUNT Total               |                         | \$1,250.00          |           |                             | 833                                 |            |
| DONATE2COLLG Total              |                         | \$2,171.21          |           |                             | 1,447                               |            |
| EQUINEPROG Total                |                         | \$10,000.00         |           |                             | 6,667                               |            |
| GENREVENUE Total                |                         | \$364.00            |           |                             | 243                                 |            |
| MAR/CIT-ADN Total               |                         | \$40,120.00         |           |                             | 26,747                              |            |
| MISCONTR Total                  |                         | \$21,612.00         |           |                             | 14,408                              |            |
| MISCRESTRI Total                |                         | \$3,000.00          |           |                             | 2,000                               |            |
| ORD_RESTR Total                 |                         | \$12,200.00         |           |                             | 8,133                               |            |
| <b>OTHER ENDOWED USES TOTAL</b> |                         | <b>\$872,199.97</b> |           |                             | <b>581,466.65</b>                   |            |
| Fund ID                         | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| 40&8-VOITURE Total              |                         | \$2,000.00          |           | 2,000                       |                                     |            |
| AAUW-OCA Total                  |                         | \$300.00            |           | 300                         |                                     |            |
| ALTRUOCA Total                  |                         | \$750.00            |           | 750                         |                                     |            |
| ALVAREZ-END Total               |                         | \$576.51            |           | 577                         |                                     |            |
| AMMIRATO_DAW Total              |                         | \$100.00            |           | 100                         |                                     |            |

STATE MATCH REQUEST - 2010-2011

Gifts Received Between February 2, 2009 and February 1, 2010

| Fund ID            | State Match Description | Gift Amount | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|-------------|-----------|-----------------------------|-------------------------------------|------------|
| BUSYBEEQUILT Total |                         | \$3,800.00  |           | 3,800                       |                                     |            |
| CALBECK Total      |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| CFCHORSEMAN Total  |                         | \$5,701.00  |           | 5,701                       |                                     |            |
| CITRUS 20/20 Total |                         | \$500.00    |           | 500                         |                                     |            |
| COLLSQ Total       |                         | \$10.00     |           | 10                          |                                     |            |
| DELAY Total        |                         | \$280.00    |           | 280                         |                                     |            |
| DELUCA_C Total     |                         | \$125.00    |           | 125                         |                                     |            |
| DENSON Total       |                         | \$100.00    |           | 100                         |                                     |            |
| DINNER_MATH& Total |                         | \$25.00     |           | 25                          |                                     |            |
| DINNER_TEACH Total |                         | \$50.00     |           | 50                          |                                     |            |
| DONALDSON_E Total  |                         | \$50.00     |           | 50                          |                                     |            |
| DOSH-RN Total      |                         | \$20.00     |           | 20                          |                                     |            |
| DHTR_09 Total      |                         | \$41,217.34 |           | 41,217                      |                                     |            |
| DUNNELGARDEN Total |                         | \$100.00    |           | 100                         |                                     |            |
| FANTE Total        |                         | \$2,000.08  |           | 2,000                       |                                     |            |
| FELIX Total        |                         | \$45.00     |           | 45                          |                                     |            |
| FITZSIMMONS Total  |                         | \$110.00    |           | 110                         |                                     |            |
| FOFSCHL Total      |                         | \$768.16    |           | 768                         |                                     |            |
| FOLLIN Total       |                         | \$2,000.00  |           | 2,000                       |                                     |            |
| GARDNER Total      |                         | \$100.00    |           | 100                         |                                     |            |
| GIFT OF HOPE Total |                         | \$4,421.69  |           | 4,422                       |                                     |            |
| GRAVERSON Total    |                         | \$1,715.00  |           | 1,715                       |                                     |            |
| GRIFFITHS Total    |                         | \$500.00    |           | 500                         |                                     |            |
| GRIGGS Total       |                         | \$520.00    |           | 520                         |                                     |            |
| GRISSOM_J&C Total  |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| HEALHOCC Total     |                         | \$125.00    |           | 125                         |                                     |            |
| HITCHCOCK Total    |                         | \$130.00    |           | 130                         |                                     |            |
| HOMOSAS_GAME Total |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| HUM-SOCSCI Total   |                         | \$60.00     |           | 60                          |                                     |            |
| JACKSON_WM Total   |                         | \$30.00     |           | 30                          |                                     |            |
| JERNIGAN_C&E Total |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| KIRK Total         |                         | \$25.00     |           | 25                          |                                     |            |
| KIWANISDUN Total   |                         | \$2,000.00  |           | 2,000                       |                                     |            |
| KRAUS Total        |                         | \$100.00    |           | 100                         |                                     |            |
| LIONS-MARKS Total  |                         | \$1,135.00  |           | 1,135                       |                                     |            |
| LONGE Total        |                         | \$500.00    |           | 500                         |                                     |            |
| LUFFMAN Total      |                         | \$250.00    |           | 250                         |                                     |            |
| MacKenzie_F Total  |                         | \$100.00    |           | 100                         |                                     |            |
| MALEVER Total      |                         | \$100.00    |           | 100                         |                                     |            |
| MARCTYVETS Total   |                         | \$20.00     |           | 20                          |                                     |            |
| MARDENTLSCH Total  |                         | \$12.50     |           | 13                          |                                     |            |
| MARION REG Total   |                         | \$1,000.00  |           | 1,000                       |                                     |            |
| MARIONDUNN Total   |                         | \$1,050.00  |           | 1,050                       |                                     |            |
| MINNERLY_E Total   |                         | \$826.00    |           | 826                         |                                     |            |
| MOSAIC_END Total   |                         | \$1,050.00  |           | 1,050                       |                                     |            |
| MOSIAC Total       |                         | \$2,360.00  |           | 2,360                       |                                     |            |
| NILES Total        |                         | \$8,008.00  |           | 8,008                       |                                     |            |
| NURSING Total      |                         | \$385.00    |           | 385                         |                                     |            |

STATE MATCH REQUEST - 2010-2011

Gifts Received Between February 2, 2009 and February 1, 2010

| Fund ID                   | State Match Description | Gift Amount  | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total  |
|---------------------------|-------------------------|--------------|-----------|-----------------------------|-------------------------------------|-------------|
| OAKRUN_GARD Total         |                         | \$2,500.00   |           | 2,500                       |                                     |             |
| OCAHIGHSCH Total          |                         | \$4,891.42   |           | 4,891                       |                                     |             |
| OCAOPTIMI Total           |                         | \$40.00      |           | 40                          |                                     |             |
| OHIORENT Total            |                         | \$10,000.00  |           | 10,000                      |                                     |             |
| OSTEEN_COL Total          |                         | \$10,050.00  |           | 10,050                      |                                     |             |
| OTOW Total                |                         | \$200.00     |           | 200                         |                                     |             |
| PASSCHSHIP Total          |                         | \$6,205.00   |           | 6,205                       |                                     |             |
| PERRY_RACHEL Total        |                         | \$1,000.00   |           | 1,000                       |                                     |             |
| PILOTCLUB Total           |                         | \$100.00     |           | 100                         |                                     |             |
| PIONEERGAR Total          |                         | \$30.00      |           | 30                          |                                     |             |
| RAY Total                 |                         | \$30.00      |           | 30                          |                                     |             |
| ROTARYBELL Total          |                         | \$1,000.00   |           | 1,000                       |                                     |             |
| ROTARYCIT Total           |                         | \$2,500.00   |           | 2,500                       |                                     |             |
| ROTARYCRYSRV Total        |                         | \$2,500.00   |           | 2,500                       |                                     |             |
| ROTARYINVER Total         |                         | \$5,000.00   |           | 5,000                       |                                     |             |
| ROTARYKINGS Total         |                         | \$2,500.00   |           | 2,500                       |                                     |             |
| SMITH_FLOREN Total        |                         | \$2,395.14   |           | 2,395                       |                                     |             |
| STAFFORD-CH Total         |                         | \$150.00     |           | 150                         |                                     |             |
| STEPS_GENERL Total        |                         | \$60,000.00  |           | 60,000                      |                                     |             |
| STEPS_OCALASPRINGS Total  |                         | \$10,000.00  |           | 10,000                      |                                     |             |
| STEPS_REDD/F Total        |                         | \$10,000.00  |           | 10,000                      |                                     |             |
| STEPS_SoOCAL Total        |                         | \$2,600.00   |           | 2,600                       |                                     |             |
| STEPS_WILLIS/AFAULK Total |                         | \$10,000.00  |           | 10,000                      |                                     |             |
| STEPS_WILLIS/BFAULK Total |                         | \$10,000.00  |           | 10,000                      |                                     |             |
| STRAUS_SCH Total          |                         | \$1,250.00   |           | 1,250                       |                                     |             |
| THOMPSON_I Total          |                         | \$100.00     |           | 100                         |                                     |             |
| TOC2008 Total             |                         | \$13,219.99  |           | 13,220                      |                                     |             |
| TOO2008 Total             |                         | \$41,217.34  |           | 41,217                      |                                     |             |
| VAN NOTE Total            |                         | \$1,000.00   |           | 1,000                       |                                     |             |
| VAZQUEZ Total             |                         | \$550.00     |           | 550                         |                                     |             |
| WACHOVIA_MAN Total        |                         | \$500.00     |           | 500                         |                                     |             |
| WALDRON_JIM Total         |                         | \$1,600.00   |           | 1,600                       |                                     |             |
| WEAVER_AARON Total        |                         | \$500.00     |           | 500                         |                                     |             |
| WEB G-VOCSCH Total        |                         | \$60.00      |           | 60                          |                                     |             |
| WENZEL Total              |                         | \$21,619.44  |           | 21,619                      |                                     |             |
| WRIGHT(ORMC) Total        |                         | \$10,250.00  |           | 10,250                      |                                     |             |
| ZOLLO_BOOK Total          |                         | \$900.50     |           | 901                         |                                     |             |
| ANON_HORTIC Total         |                         | \$500.00     |           | 500                         |                                     |             |
| FTFM_SCH Total            |                         | \$8,000.00   |           | 8,000                       |                                     |             |
| HOBSON_ESSAY Total        |                         | \$1,000.00   |           | 1,000                       |                                     |             |
| MISCSCHOLA Total          |                         | \$2,417.56   |           | 2,418                       |                                     |             |
| PASS-THRU Total           |                         | \$190,789.92 |           | 190,790                     |                                     |             |
| PFF Citrus Total          |                         | (\$5,000.00) |           | (5,000)                     |                                     |             |
| SCHOLARSHIP TOTAL         |                         | \$535,318    |           | \$535,318                   |                                     |             |
| OTHER ELIGIBLE USES TOTAL |                         | \$872,200    |           |                             | \$581,467                           |             |
| GRAND TOTAL REQUESTED     |                         | \$1,407,518  |           | \$535,318                   | \$581,467                           | \$1,116,784 |



**COLLEGE: Central Florida Community College**  
**2009-2010 PRIVATE CONTRIBUTIONS FOR MATCHING PURPOSES**  
**FINAL PRIVATE CONTRIBUTIONS (AS OF FEBRUARY 1, 2009)**

As required by 1011.85, Florida Statutes, the following are the final amounts by program of private contributions requested to be matched by state dollars. These contributions, which are aligned with the mission of the college and certified by the college board of trustees, were received and deposited as assets of the college as of February 1, 2009. The funds have not been matched from previous state appropriations. Please include these amounts in the appropriation request for 2009-2010.

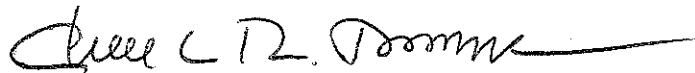
**DR. PHILIP BENJAMIN MATCHING PROGRAM**

|                                                          | 1                                                                                  | 2                                                 | 3                                                      | 4                      | 5                                     |
|----------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------|------------------------|---------------------------------------|
|                                                          | ELIGIBLE CASH CONTRIBUTIONS PREVIOUSLY UNMATCHED BY THE STATE (Prior to 2/2/2008 ) | NEW CONTRIBUTIONS RECEIVED<br>2/2/2008 - 2/1/2009 | TOTAL FINAL PRIVATE CONTRIBUTIONS RECEIVED BY 2/1/2009 | STATE MATCH MULTIPLIER | 2009-2010 STATE MATCHING FUND REQUEST |
| <b>USE</b>                                               |                                                                                    |                                                   |                                                        |                        |                                       |
| <b>1 Scholarship Matching (100%)</b>                     | \$1,011,761                                                                        | \$772,906                                         | \$1,784,667                                            | 1                      | \$1,784,667                           |
| <b>2 Other Eligible Uses (40/60%)</b>                    | \$791,336                                                                          | \$938,837                                         | \$1,730,173                                            | 2/3                    | \$1,153,449                           |
| <b>3 First Generation in College Scholarships (100%)</b> |                                                                                    |                                                   | \$0                                                    | 1                      | \$0                                   |
| <b>TOTAL</b>                                             | <b>\$1,803,097</b>                                                                 | <b>\$1,711,743</b>                                | <b>\$3,514,840</b>                                     |                        | <b>\$2,938,116</b>                    |

\*Please use whole dollars. Cents will not be requested for matching.

Certified by Board of Trustees:

The information provided above is accurate according to college records. The above uses are in alignment with the established mission of the college. As required by Section 1011.85(4)(c), I shall direct the foundation to include a certification of accuracy in the amount reported for matching funds in their annual audit, if these contributions are matched with state appropriations.



\_\_\_\_\_  
 President (as Secretary of the Board)

1/27/2009

Date of Board Meeting

**Please complete and return this form by 5:00 p.m. on February 9, 2009 to:**

Alisa Golden, Community College Office of Budget and Financial Services, 325 West Gaines Street, Suite 1224, Tallahassee, Florida, 32399-0400

Note: Forms may be faxed to (850) 245-9393. In addition to faxed or emailed transmissions, all colleges must submit an original form bearing the President's signature.

**STATE MATCH REQUEST - 2009-2010**  
 Gifts Received Between February 2, 2008 and February 1, 2009

| Fund ID                          | State Match Description | Gift Amount         | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|----------------------------------|-------------------------|---------------------|-----------|-----------------------------|-------------------------------------|------------|
| AF_EDITHMARI Total               |                         | \$200,000.00        |           |                             | 133,333                             |            |
| APPLE_COLENK Total               |                         | \$25,086.00         |           |                             | 16,724                              |            |
| APPLE_CONSER Total               |                         | \$72,654.43         |           |                             | 48,436                              |            |
| APPLE_MARTHA Total               |                         | \$35.00             |           |                             | 23                                  |            |
| BARN/HUMAN Total                 |                         | \$5.00              |           |                             | 3                                   |            |
| BRAN/ANYDISC Total               |                         | \$5.00              |           |                             | 3                                   |            |
| BRAN/BUS Total                   |                         | \$583.76            |           |                             | 389                                 |            |
| BRAN/UNDES2 Total                |                         | \$15.00             |           |                             | 10                                  |            |
| BRYANT Total                     |                         | \$1,000.00          |           |                             | 667                                 |            |
| CFCC/LEARN Total                 |                         | \$40.00             |           |                             | 27                                  |            |
| CFCCBOTAN Total                  |                         | \$3,620.00          |           |                             | 2,413                               |            |
| CHILDERS_W Total                 |                         | \$719.00            |           |                             | 479                                 |            |
| DASSANCE Total                   |                         | \$500.00            |           |                             | 333                                 |            |
| DTHTR_08 Total                   |                         | \$25,000.00         |           |                             | 16,667                              |            |
| E_LEARN Total                    |                         | \$5.00              |           |                             | 3                                   |            |
| EQUINE STUD Total                |                         | \$20.00             |           |                             | 13                                  |            |
| FTB&OA(Chr) Total                |                         | \$5,000.00          |           |                             | 3,333                               |            |
| JEROME-SCIEN Total               |                         | \$20.00             |           |                             | 13                                  |            |
| PFF ENDOW Total                  |                         | \$357,366.96        |           |                             | 238,245                             |            |
| SUNTR/BUS Total                  |                         | \$165.00            |           |                             | 110                                 |            |
| VAZQUEZ_POET Total               |                         | \$2,205.00          |           |                             | 1,470                               |            |
| 50th_BRICK Total                 |                         | \$113.30            |           |                             | 76                                  |            |
| APPLETON Total                   |                         | \$8,000.00          |           |                             | 5,333                               |            |
| APPLTON-PASS Total               |                         | \$26,828.64         |           |                             | 17,886                              |            |
| EQUINEPROG Total                 |                         | \$692.00            |           |                             | 461                                 |            |
| MAR/CIT-ADN Total                |                         | \$160,690.00        |           |                             | 107,127                             |            |
| MISCONTR Total                   |                         | \$27,725.00         |           |                             | 18,483                              |            |
| NADA_GRANT Total                 |                         | \$1,500.00          |           |                             | 1,000                               |            |
| ORD_RESTR Total                  |                         | \$15,000.00         |           |                             | 10,000                              |            |
| PINHOOK Total                    |                         | \$3,242.80          |           |                             | 2,162                               |            |
| HEALHOCC                         | OEU - Not Endowed       | \$1,000.00          | Other     |                             |                                     |            |
| HEALHOCC Total                   |                         | \$1,000.00          |           |                             | 667                                 |            |
| <b>OTHER ELIGIBLE USES TOTAL</b> |                         | <b>\$938,836.89</b> |           |                             | <b>625,891.26</b>                   |            |
| 40&8-VOITURE Total               |                         | \$2,000.00          |           | \$2,000.00                  |                                     |            |
| AAUW-OCA Total                   |                         | \$500.00            |           | \$500.00                    |                                     |            |
| ALTRUCIT Total                   |                         | \$500.00            |           | \$500.00                    |                                     |            |
| ALTRUOCA Total                   |                         | \$750.00            |           | \$750.00                    |                                     |            |
| ALVAREZ-END Total                |                         | \$135.00            |           | \$135.00                    |                                     |            |
| AMMIRATO_DAW Total               |                         | \$3,050.00          |           | \$3,050.00                  |                                     |            |
| AYRES_BEN Total                  |                         | \$100.00            |           | \$100.00                    |                                     |            |
| BOOTH MUS Total                  |                         | \$25.00             |           | \$25.00                     |                                     |            |
| BRAN/BUSETHI Total               |                         | \$3,441.50          |           | \$3,441.50                  |                                     |            |
| BUSYBEEQUILT Total               |                         | \$2,200.00          |           | \$2,200.00                  |                                     |            |
| CFCHORSEMAN Total                |                         | \$5,996.00          |           | \$5,996.00                  |                                     |            |
| COLLINS Total                    |                         | \$125.00            |           | \$125.00                    |                                     |            |
| COLLINS(SSS) Total               |                         | \$850.00            |           | \$850.00                    |                                     |            |
| COLLINS_T Total                  |                         | \$245.00            |           | \$245.00                    |                                     |            |
| COLRDBAPTIST Total               |                         | \$5,000.00          |           | \$5,000.00                  |                                     |            |
| CUNNINGHAM Total                 |                         | \$50.00             |           | \$50.00                     |                                     |            |

STATE MATCH REQUEST - 2009-2010

Gifts Received Between February 2, 2008 and February 1, 2009

| Fund ID            | State Match Description | Gift Amount  | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|--------------|-----------|-----------------------------|-------------------------------------|------------|
| DELUCA_C Total     |                         | \$250.00     |           | \$250.00                    |                                     |            |
| DOLLSCH_CI Total   |                         | \$200.00     |           | \$200.00                    |                                     |            |
| DOLLSCH_MA Total   |                         | \$700.00     |           | \$700.00                    |                                     |            |
| DTHTR_08 Total     |                         | (\$3,803.70) |           | (\$3,803.70)                |                                     |            |
| DUNNELGARDEN Total |                         | \$3,800.00   |           | \$3,800.00                  |                                     |            |
| ELKS-LADIES Total  |                         | \$1,500.00   |           | \$1,500.00                  |                                     |            |
| FACC Total         |                         | \$25.00      |           | \$25.00                     |                                     |            |
| FELIX Total        |                         | \$45.00      |           | \$45.00                     |                                     |            |
| FITZSIMMONS Total  |                         | \$10.00      |           | \$10.00                     |                                     |            |
| FOFSCHL Total      |                         | \$1,535.06   |           | \$1,535.06                  |                                     |            |
| FOLLIN Total       |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| FRANKLIN_TOM Total |                         | \$4,501.57   |           | \$4,501.57                  |                                     |            |
| GABOARDI Total     |                         | \$100.00     |           | \$100.00                    |                                     |            |
| GIFT OF HOPE Total |                         | \$1,315.69   |           | \$1,315.69                  |                                     |            |
| GOODLETT Total     |                         | \$1,750.00   |           | \$1,750.00                  |                                     |            |
| GRAVERSON Total    |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| GRIFFIN_ME Total   |                         | \$50.00      |           | \$50.00                     |                                     |            |
| GRIFFITHS Total    |                         | \$1,025.00   |           | \$1,025.00                  |                                     |            |
| GRIGGS Total       |                         | \$2,055.00   |           | \$2,055.00                  |                                     |            |
| GRISSOM Total      |                         | \$325.00     |           | \$325.00                    |                                     |            |
| GRISSOM_J&C Total  |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| GUYNN Total        |                         | \$65.00      |           | \$65.00                     |                                     |            |
| HAMBLEN Total      |                         | \$1,190.00   |           | \$1,190.00                  |                                     |            |
| HEALHOCC Total     |                         | \$25.00      |           | \$25.00                     |                                     |            |
| HITCHCOCK Total    |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| JACKSON_WM Total   |                         | \$25.00      |           | \$25.00                     |                                     |            |
| JERNIGAN_C&E Total |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| KIWANISDUN Total   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| KIWANISRANSM Total |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| KIWANISYONGE Total |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| KLEIN_GERRY Total  |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| LIONS-MARKS Total  |                         | \$4,125.00   |           | \$4,125.00                  |                                     |            |
| LIONS-OCALA Total  |                         | \$50.00      |           | \$50.00                     |                                     |            |
| LONGE Total        |                         | \$1,500.00   |           | \$1,500.00                  |                                     |            |
| MacKenzie_F Total  |                         | \$400.00     |           | \$400.00                    |                                     |            |
| MARCTYVETS Total   |                         | \$100.00     |           | \$100.00                    |                                     |            |
| MASTGARDEN Total   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| McCALL Total       |                         | \$200.00     |           | \$200.00                    |                                     |            |
| MINNERLY_E Total   |                         | \$769.00     |           | \$769.00                    |                                     |            |
| MINORITY Total     |                         | \$200.00     |           | \$200.00                    |                                     |            |
| NILES Total        |                         | \$20.00      |           | \$20.00                     |                                     |            |
| NURSING Total      |                         | \$953.00     |           | \$953.00                    |                                     |            |
| OAKRUN_GARD Total  |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| OCALAROYAL Total   |                         | \$2,500.00   |           | \$2,500.00                  |                                     |            |
| OCAOPTIMI Total    |                         | \$10.00      |           | \$10.00                     |                                     |            |
| OHIORENT Total     |                         | \$7,500.00   |           | \$7,500.00                  |                                     |            |
| ORMC Aux Total     |                         | \$10,000.00  |           | \$10,000.00                 |                                     |            |
| OSTEEN_COL Total   |                         | \$10,000.00  |           | \$10,000.00                 |                                     |            |

STATE MATCH REQUEST - 2009-2010

Gifts Received Between February 2, 2008 and February 1, 2009

| Fund ID                   | State Match Description | Gift Amount  | Fund Type           | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total  |
|---------------------------|-------------------------|--------------|---------------------|-----------------------------|-------------------------------------|-------------|
| PASSCHSHIP Total          |                         | \$12,289.00  |                     | \$12,289.00                 |                                     |             |
| PEALER_C&G Total          |                         | \$1,500.00   |                     | \$1,500.00                  |                                     |             |
| PERRY_RACHEL Total        |                         | \$1,000.00   |                     | \$1,000.00                  |                                     |             |
| PIONEERGAR Total          |                         | \$70.00      |                     | \$70.00                     |                                     |             |
| ROCHE Total               |                         | \$25.00      |                     | \$25.00                     |                                     |             |
| ROTARYCIT Total           |                         | \$5,000.00   |                     | \$5,000.00                  |                                     |             |
| ROTARYOCA_SW Total        |                         | \$6,000.00   |                     | \$6,000.00                  |                                     |             |
| RUNCIMAN Total            |                         | \$30,000.00  |                     | \$30,000.00                 |                                     |             |
| SLAUGHTER Total           |                         | \$110.00     |                     | \$110.00                    |                                     |             |
| SMITH_FLOREN Total        |                         | \$55,787.28  |                     | \$55,787.28                 |                                     |             |
| SNA Total                 |                         | \$5,100.00   |                     | \$5,100.00                  |                                     |             |
| SNYDER Total              |                         | \$375.00     |                     | \$375.00                    |                                     |             |
| SSS LIONS Total           |                         | \$1,400.00   |                     | \$1,400.00                  |                                     |             |
| STAFFORD-CH Total         |                         | \$25.00      |                     | \$25.00                     |                                     |             |
| STEARNS Total             |                         | \$500.00     |                     | \$500.00                    |                                     |             |
| STEPS_COLLEG Total        |                         | \$10,000.00  |                     | \$10,000.00                 |                                     |             |
| STEPS_OAKCRE Total        |                         | \$10,000.00  |                     | \$10,000.00                 |                                     |             |
| STRAUS_SCH Total          |                         | \$3,025.00   |                     | \$3,025.00                  |                                     |             |
| THOMPSON_J Total          |                         | \$100.00     |                     | \$100.00                    |                                     |             |
| TOC_END Total             |                         | (\$3,139.32) |                     | (\$3,139.32)                |                                     |             |
| TOO2007 Total             |                         | \$126.82     |                     | \$126.82                    |                                     |             |
| TOPIOL Total              |                         | \$1,000.00   |                     | \$1,000.00                  |                                     |             |
| TROW_BARB Total           |                         | \$500.00     |                     | \$500.00                    |                                     |             |
| VAN NOTE Total            |                         | \$1,050.00   |                     | \$1,050.00                  |                                     |             |
| VAZQUEZ Total             |                         | \$110.00     |                     | \$110.00                    |                                     |             |
| WALDRON_JIM Total         |                         | \$1,500.00   |                     | \$1,500.00                  |                                     |             |
| FTFM_SCH Total            |                         | \$7,500.00   |                     | \$7,500.00                  |                                     |             |
| INGHAM_D Total            |                         | \$2,015.00   |                     | \$2,015.00                  |                                     |             |
| MISCSCHOLA Total          |                         | \$200.00     |                     | \$200.00                    |                                     |             |
| OHIORNT                   | FGMG                    | \$2,500.00   | Donated lease space |                             |                                     |             |
| PASS-THRU Total           |                         | \$203,085.59 |                     | \$203,085.59                |                                     |             |
| WEAVER_AARON Total        |                         | \$100.00     |                     | \$100.00                    |                                     |             |
| WEISS_J&V Total           |                         | \$125.00     |                     | \$125.00                    |                                     |             |
| WENZEL Total              |                         | \$307,582.21 |                     | \$307,582.21                |                                     |             |
| WILSONSCH Total           |                         | \$25.00      |                     | \$25.00                     |                                     |             |
| YES OPPORT Total          |                         | \$2,000.00   |                     | \$2,000.00                  |                                     |             |
| ZOLLO_BOOK Total          |                         | \$836.50     |                     | \$836.50                    |                                     |             |
| SCHOLARSHIP TOTAL         |                         | \$772,906    |                     | \$772,906                   |                                     |             |
| OTHER ELIGIBLE USES TOTAL |                         | \$938,837    |                     |                             | \$625,891                           |             |
| GRAND TOTAL REQUESTED     |                         | \$1,711,743  |                     | \$772,906                   | \$625,891                           | \$1,398,797 |

**COMMUNITY COLLEGE: ~~Central Florida Comm. College~~ Foundation  
2008-2009 PRIVATE CONTRIBUTIONS FOR MATCHING PURPOSES  
FINAL PRIVATE CONTRIBUTIONS (FEBRUARY 2, 2007 THROUGH FEBRUARY 1, 2008)**

As required by 1011.85, Florida Statutes, the following are the final amounts by program of private contributions requested to be matched by state dollars. These contributions, which are aligned with the mission of the college and certified by the college board of trustees, were received and deposited as assets of the college between February 2, 2007 through February 1, 2008. The funds have not been matched from previous state appropriations. Please include these amounts in the appropriation request for 2008-2009.

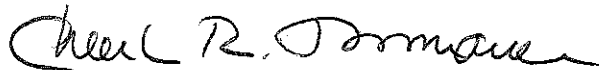
**DR. PHILIP BENJAMIN MATCHING PROGRAM FOR COMMUNITY COLLEGES**

| USE                                             | TOTAL FINAL<br>PRIVATE<br>CONTRIBUTIONS<br>RECEIVED<br>BY FEB. 1, 2008 | STATE<br>MATCH<br>MULTIPLIER | 2008-2009<br>STATE<br>MATCHING<br>FUND<br>REQUEST |
|-------------------------------------------------|------------------------------------------------------------------------|------------------------------|---------------------------------------------------|
| Scholarship Matching (100%)                     | \$1,011,761                                                            | 1                            | \$1,011,761                                       |
| Other Eligible Uses (40/60%)                    | \$791,336                                                              | 2/3                          | \$527,558                                         |
| First Generation in College Scholarships (100%) | \$0                                                                    | 1                            | \$0                                               |
| <b>TOTAL</b>                                    | <b>\$1,803,097</b>                                                     |                              | <b>\$1,539,318</b>                                |

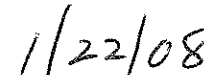
\*Please use whole dollars. Cents will not be requested for matching.

Certified by Board of Trustees:

The information provided above is accurate according to college records. The above uses are in alignment with the established mission of the college. As required by Section 1011.85(4)(c), I shall direct the foundation to include a certification of accuracy in the amount reported for matching funds in their annual audit.



\_\_\_\_\_  
President (as Secretary of the Board)



\_\_\_\_\_  
Date of Board Meeting

**Please complete and return this form by 5:00 p.m. on February 8, 2008 to:**

Alisa Golden, Community College Office of Budget and Financial Services, 325 West Gaines Street, Suite 1224, Tallahassee, Florida, 32399-0400

Note: Forms may be faxed to 850/245-9393 or Suncom 205-9393. In addition to faxed or emailed transmissions, all colleges must submit an original form bearing the President's signature.

| STATE MATCH REQUEST - 2008-2009                              |                         |                   |           |                             |                                     |            |
|--------------------------------------------------------------|-------------------------|-------------------|-----------|-----------------------------|-------------------------------------|------------|
| Gifts Received Between February 2, 2007 and February 1, 2008 |                         |                   |           |                             |                                     |            |
| Fund ID                                                      | State Match Description | Gift Amount       | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
| AF_EDITHMARI Total                                           |                         | \$200,000.00      |           |                             | 133,333                             |            |
| BRYANT Total                                                 |                         | \$3,188.25        |           |                             | 2,126                               |            |
| CBREALEST Total                                              |                         | \$5,000.00        |           |                             | 3,333                               |            |
| CFCC/LEARN Total                                             |                         | \$50.00           |           |                             | 33                                  |            |
| CFCCBOTAN Total                                              |                         | \$3,960.00        |           |                             | 2,640                               |            |
| CHILDERS_W Total                                             |                         | \$5,000.00        |           |                             | 3,333                               |            |
| DASSANCE Total                                               |                         | \$5,575.00        |           |                             | 3,717                               |            |
| DINNER_DENT Total                                            |                         | (\$21,206.29)     |           |                             | (14,138)                            |            |
| DONALDS_CatV Total                                           |                         | \$10,000.00       |           |                             | 6,667                               |            |
| FACC Total                                                   |                         | \$15.00           |           |                             | 10                                  |            |
| FTB&OA(Chr) Total                                            |                         | \$5,000.00        |           |                             | 3,333                               |            |
| JEROME-CITRS Total                                           |                         | \$4.17            |           |                             | 3                                   |            |
| JEROME-LRC_C Total                                           |                         | \$46.74           |           |                             | 31                                  |            |
| KILGORE Total                                                |                         | \$2,890.00        |           |                             | 1,927                               |            |
| OHIORENT Total                                               |                         | \$5,000.00        |           |                             | 3,333                               |            |
| ORD CA RELAT Total                                           |                         | \$2,000.00        |           |                             | 1,333                               |            |
| PAS_CHAIR Total                                              |                         | \$141.00          |           |                             | 94                                  |            |
| PFF ENDOW Total                                              |                         | \$386,921.88      |           |                             | 257,948                             |            |
| UNDESIG_END Total                                            |                         | \$100.00          |           |                             | 67                                  |            |
| VAZQUEZ_POET Total                                           |                         | \$2,647.00        |           |                             | 1,765                               |            |
| 50th_BRICK Total                                             |                         | \$13,823.19       |           |                             | 9,215                               |            |
| APPLTON-PASS Total                                           |                         | \$18,200.00       |           |                             | 12,133                              |            |
| BENCH_KIRK Total                                             |                         | \$6,150.00        |           |                             | 4,100                               |            |
| CITMEMTRUS Total                                             |                         | \$2,565.34        |           |                             | 1,710                               |            |
| DTHTR_07 Total                                               |                         | 18,325.19         |           |                             | 12,217                              |            |
| DTHTR_08 Total                                               |                         | 5,000.00          |           |                             | 3,333                               |            |
| EQUINEPROG Total                                             |                         | \$5,000.00        |           |                             | 3,333                               |            |
| GENREVENUE Total                                             |                         | \$600.00          |           |                             | 400                                 |            |
| LANDMARKBELL Total                                           |                         | \$800.00          |           |                             | 533                                 |            |
| LEVY_GED Total                                               |                         | \$1,000.00        |           |                             | 667                                 |            |
| MAR/CIT-ADN Total                                            |                         | \$32,000.00       |           |                             | 21,333                              |            |
| MISCONTR Total                                               |                         | \$500.00          |           |                             | 333                                 |            |
| MISCRESTRI Total                                             |                         | \$4,077.00        |           |                             | 2,718                               |            |
| ORD_RESTR Total                                              |                         | \$8,000.00        |           |                             | 5,333                               |            |
| PCC Total                                                    |                         | 7,488.00          |           |                             | 4,992                               |            |
| SRAHEC Total                                                 |                         | \$1,000.00        |           |                             | 667                                 |            |
| STEM Total                                                   |                         | \$50,000.00       |           |                             | 33,333                              |            |
|                                                              | OEU - Not endowed       | 475.00            |           |                             | 317                                 |            |
| <b>OTHER ELIGIBLE USES TOTAL</b>                             |                         | <b>791,336.47</b> |           |                             | <b>527,557.65</b>                   |            |
| 40&8-VOITURE Total                                           |                         | \$5,000.00        |           | \$5,000.00                  |                                     |            |
| AAUW-OCA Total                                               |                         | \$350.00          |           | \$350.00                    |                                     |            |
| ALTRUCIT Total                                               |                         | \$1,000.00        |           | \$1,000.00                  |                                     |            |
| ALTRUOCA Total                                               |                         | \$1,000.00        |           | \$1,000.00                  |                                     |            |
| ALVAREZ-END Total                                            |                         | \$50.00           |           | \$50.00                     |                                     |            |
| ARMSTRONG Total                                              |                         | \$2,000.00        |           | \$2,000.00                  |                                     |            |
| AYRES_BEN Total                                              |                         | \$250.00          |           | \$250.00                    |                                     |            |
| BOOTH MUS Total                                              |                         | \$115.00          |           | \$115.00                    |                                     |            |
| BREWSTER Total                                               |                         | \$300.00          |           | \$300.00                    |                                     |            |
| BURNS_J Total                                                |                         | \$12,500.00       |           | \$12,500.00                 |                                     |            |
| CALBECK Total                                                |                         | \$2,000.00        |           | \$2,000.00                  |                                     |            |
| CATON_FHS Total                                              |                         | \$985.00          |           | \$985.00                    |                                     |            |
| CATON_MEM Total                                              |                         | \$50.00           |           | \$50.00                     |                                     |            |
| CBREALEST Total                                              |                         | \$10,000.00       |           | \$10,000.00                 |                                     |            |
| CFCC ALUMNI Total                                            |                         | 6,000.00          |           | \$6,000.00                  |                                     |            |
| COLLINS Total                                                |                         | \$125.00          |           | \$125.00                    |                                     |            |
| COLLINS(SSS) Total                                           |                         | \$550.00          |           | \$550.00                    |                                     |            |
| COLLINS_T Total                                              |                         | \$891.74          |           | \$891.74                    |                                     |            |
| CROSBY_D Total                                               |                         | \$430.00          |           | \$430.00                    |                                     |            |

**STATE MATCH REQUEST - 2008-2009**

Gifts Received Between February 2, 2007 and February 1, 2008

| Fund ID            | State Match Description | Gift Amount  | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total |
|--------------------|-------------------------|--------------|-----------|-----------------------------|-------------------------------------|------------|
| CRYSTMOTOR Total   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| CUNNINGHAM Total   |                         | \$1,250.00   |           | \$1,250.00                  |                                     |            |
| DAVIS_L Total      |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| DEEN_NURSING Total |                         | \$95.00      |           | \$95.00                     |                                     |            |
| DEINES_B&H Total   |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| DELAY Total        |                         | \$1,898.00   |           | \$1,898.00                  |                                     |            |
| DELUCA_C Total     |                         | \$5,100.00   |           | \$5,100.00                  |                                     |            |
| DINKINS_L Total    |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| DINNER_DENT Total  |                         | (10,000.00)  |           | (\$10,000.00)               |                                     |            |
| DOLLSCH_LE Total   |                         | \$1,100.00   |           | \$1,100.00                  |                                     |            |
| DONALDSON_E Total  |                         | \$25,025.00  |           | \$25,025.00                 |                                     |            |
| DOSH-RN Total      |                         | \$1,000.00   |           | \$1,000.00                  |                                     |            |
| DTHTR_08 Total     |                         | 20,000.00    |           | \$20,000.00                 |                                     |            |
| DUNNELGARDEN Total |                         | \$2,200.00   |           | \$2,200.00                  |                                     |            |
| ELEM STEPS Total   |                         | \$100,000.00 |           | \$100,000.00                |                                     |            |
| EPSILON Total      |                         | \$3,000.00   |           | \$3,000.00                  |                                     |            |
| FACC Total         |                         | \$1,016.00   |           | \$1,016.00                  |                                     |            |
| FANTE Total        |                         | \$1,916.74   |           | \$1,916.74                  |                                     |            |
| FARMBUREAU Total   |                         | \$30,000.00  |           | \$30,000.00                 |                                     |            |
| FELIX Total        |                         | \$810.00     |           | \$810.00                    |                                     |            |
| FL_NATIVE Total    |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| FNGLA_ENDSCH Total |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| FOFSCHL Total      |                         | \$2,898.50   |           | \$2,898.50                  |                                     |            |
| FOLLIN Total       |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| FOSTER_CHAS Total  |                         | \$650.00     |           | \$650.00                    |                                     |            |
| GABOARDI Total     |                         | \$100.00     |           | \$100.00                    |                                     |            |
| GIFT OF HOPE Total |                         | \$850.91     |           | \$850.91                    |                                     |            |
| GRAHAM Total       |                         | \$10,000.00  |           | \$10,000.00                 |                                     |            |
| GRAVERSON Total    |                         | \$1,085.00   |           | \$1,085.00                  |                                     |            |
| GRIFFIN_ME Total   |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| GRIFFITHS Total    |                         | \$2,875.00   |           | \$2,875.00                  |                                     |            |
| GRIGGS Total       |                         | \$450.00     |           | \$450.00                    |                                     |            |
| GRISSOM_J&C Total  |                         | \$1,240.00   |           | \$1,240.00                  |                                     |            |
| GUYNN Total        |                         | \$317.50     |           | \$317.50                    |                                     |            |
| HAMBLIN Total      |                         | \$2,825.00   |           | \$2,825.00                  |                                     |            |
| HITCHCOCK Total    |                         | \$1,325.00   |           | \$1,325.00                  |                                     |            |
| HOMOSAS_GAME Total |                         | \$4,000.00   |           | \$4,000.00                  |                                     |            |
| JACKSON_WM Total   |                         | \$25.00      |           | \$25.00                     |                                     |            |
| JERNIGAN_C&E Total |                         | \$8,300.00   |           | \$8,300.00                  |                                     |            |
| JERNIGAN_F&E Total |                         | \$50.00      |           | \$50.00                     |                                     |            |
| KIWANISDUN Total   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| KLEIN_GERRY Total  |                         | \$3,025.00   |           | \$3,025.00                  |                                     |            |
| LADIESAUXKoC Total |                         | \$6,000.00   |           | \$6,000.00                  |                                     |            |
| LEE_RICHARD Total  |                         | \$125.00     |           | \$125.00                    |                                     |            |
| LEVIEN Total       |                         | \$6,500.00   |           | \$6,500.00                  |                                     |            |
| LONGE Total        |                         | \$2,000.00   |           | \$2,000.00                  |                                     |            |
| LUFFMAN Total      |                         | \$750.00     |           | \$750.00                    |                                     |            |
| MacKenzie_F Total  |                         | \$50.00      |           | \$50.00                     |                                     |            |
| MALEVER Total      |                         | \$375.00     |           | \$375.00                    |                                     |            |
| MAR_RETEU Total    |                         | \$100.00     |           | \$100.00                    |                                     |            |
| MARIONDUNN Total   |                         | \$100.00     |           | \$100.00                    |                                     |            |
| McCALL Total       |                         | \$25.00      |           | \$25.00                     |                                     |            |
| McKENZIE_VAN Total |                         | \$6,051.00   |           | \$6,051.00                  |                                     |            |
| MINNERLY_E Total   |                         | \$300.00     |           | \$300.00                    |                                     |            |
| MINORITY Total     |                         | \$100.00     |           | \$100.00                    |                                     |            |
| NILES Total        |                         | \$320.00     |           | \$320.00                    |                                     |            |
| NOZIK Total        |                         | \$1,975.00   |           | \$1,975.00                  |                                     |            |
| NURSING Total      |                         | \$1,150.00   |           | \$1,150.00                  |                                     |            |

| STATE MATCH REQUEST - 2008-2009                              |                         |              |           |                             |                                     |             |
|--------------------------------------------------------------|-------------------------|--------------|-----------|-----------------------------|-------------------------------------|-------------|
| Gifts Received Between February 2, 2007 and February 1, 2008 |                         |              |           |                             |                                     |             |
| Fund ID                                                      | State Match Description | Gift Amount  | Fund Type | Scholarship Match Requested | Other Eligible Uses Match Requested | % of Total  |
| OAKRUN_GARD Total                                            |                         | \$1,500.00   |           | \$1,500.00                  |                                     |             |
| ORMC Aux Total                                               |                         | \$3,000.00   |           | \$3,000.00                  |                                     |             |
| OTOW Total                                                   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |             |
| PASSCHSHIP Total                                             |                         | \$7,229.93   |           | \$7,229.93                  |                                     |             |
| PEALER_C&G Total                                             |                         | \$3,685.00   |           | \$3,685.00                  |                                     |             |
| PERRY_RACHEL Total                                           |                         | \$1,000.00   |           | \$1,000.00                  |                                     |             |
| PLUNKETT Total                                               |                         | \$10,000.00  |           | \$10,000.00                 |                                     |             |
| POPE_C&T Total                                               |                         | \$6,000.00   |           | \$6,000.00                  |                                     |             |
| ROHDE_C&T Total                                              |                         | \$10,000.00  |           | \$10,000.00                 |                                     |             |
| ROTARYCRYSRV Total                                           |                         | \$6,000.00   |           | \$6,000.00                  |                                     |             |
| SALSBURY-MUS Total                                           |                         | \$900.00     |           | \$900.00                    |                                     |             |
| SLAUGHTER Total                                              |                         | \$104.00     |           | \$104.00                    |                                     |             |
| SMITH_DON Total                                              |                         | \$25,000.00  |           | \$25,000.00                 |                                     |             |
| SMITH_FLOREN Total                                           |                         | \$53,091.00  |           | \$53,091.00                 |                                     |             |
| SNA Total                                                    |                         | \$5,000.00   |           | \$5,000.00                  |                                     |             |
| SNYDER Total                                                 |                         | \$75,000.00  |           | \$75,000.00                 |                                     |             |
| SSS LIONS Total                                              |                         | \$1,500.00   |           | \$1,500.00                  |                                     |             |
| STAFFORD-CH Total                                            |                         | \$475.00     |           | \$475.00                    |                                     |             |
| STATON Total                                                 |                         | \$2,000.00   |           | \$2,000.00                  |                                     |             |
| STEPS_FTMCOY Total                                           |                         | \$10,000.00  |           | \$10,000.00                 |                                     |             |
| STEPS_ROMEO Total                                            |                         | \$10,000.00  |           | \$10,000.00                 |                                     |             |
| STEPS_WARDHI Total                                           |                         | \$10,000.00  |           | \$10,000.00                 |                                     |             |
| STRAUS_SCH Total                                             |                         | \$3,515.00   |           | \$3,515.00                  |                                     |             |
| SURMONS_E Total                                              |                         | \$500.00     |           | \$500.00                    |                                     |             |
| THOMPSON_I Total                                             |                         | \$200.00     |           | \$200.00                    |                                     |             |
| TOC_END Total                                                |                         | \$300.00     |           | \$300.00                    |                                     |             |
| TOC2007 Total                                                |                         | 14,214.84    |           | \$14,214.84                 |                                     |             |
| TOO2007 Total                                                |                         | 49,642.45    |           | \$49,642.45                 |                                     |             |
| TOOSPON Total                                                |                         | 5,000.00     |           | \$5,000.00                  |                                     |             |
| TOPIOL Total                                                 |                         | \$1,000.00   |           | \$1,000.00                  |                                     |             |
| TROW_BARB Total                                              |                         | \$500.00     |           | \$500.00                    |                                     |             |
| VAN NOTE Total                                               |                         | \$150.00     |           | \$150.00                    |                                     |             |
| VAZQUEZ Total                                                |                         | \$370.00     |           | \$370.00                    |                                     |             |
| WALDRON_JIM Total                                            |                         | \$1,165.00   |           | \$1,165.00                  |                                     |             |
| WCJB-TV20 Total                                              |                         | \$1,000.00   |           | \$1,000.00                  |                                     |             |
| WEISS_J&V Total                                              |                         | \$125.00     |           | \$125.00                    |                                     |             |
| WEISS_JACK&V Total                                           |                         | \$6,000.00   |           | \$6,000.00                  |                                     |             |
| WENZEL Total                                                 |                         | \$170,607.11 |           | \$170,607.11                |                                     |             |
| WHISENHUNT Total                                             |                         | \$500.00     |           | \$500.00                    |                                     |             |
| WOMCLOCALA Total                                             |                         | \$2,000.00   |           | \$2,000.00                  |                                     |             |
| WOOD-CRIMI Total                                             |                         | \$25.00      |           | \$25.00                     |                                     |             |
| WOODSON Total                                                |                         | \$300.00     |           | \$300.00                    |                                     |             |
| YES OPPORT Total                                             |                         | \$3,775.00   |           | \$3,775.00                  |                                     |             |
| ZANE Total                                                   |                         | \$2,000.00   |           | \$2,000.00                  |                                     |             |
| ZOLLO_BOOK Total                                             |                         | \$600.00     |           | \$600.00                    |                                     |             |
| DREAM MAKERS Total                                           |                         | \$2,000.00   |           | \$2,000.00                  |                                     |             |
| FTFM_SCH Total                                               |                         | \$8,500.00   |           | \$8,500.00                  |                                     |             |
| LIVEOAKPROP Total                                            |                         | \$3,900.00   |           | \$3,900.00                  |                                     |             |
| MISCSCHOLA Total                                             |                         | \$842.00     |           | \$842.00                    |                                     |             |
| PASS-THRU Total                                              |                         | \$167,598.80 |           | \$167,598.80                |                                     |             |
| SCHOLARSHIP TOTAL                                            |                         | \$1,011,761  |           | \$1,011,761                 |                                     |             |
| OTHER ELIGIBLE USES TOTAL                                    |                         | \$791,336    |           |                             | \$527,558                           |             |
| GRAND TOTAL REQUESTED                                        |                         | \$1,803,097  |           | \$1,011,761                 | \$527,558                           | \$1,539,318 |



**COLLEGE OF CENTRAL FLORIDA**

14

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Monthly Financial Summary Report

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

Each month the Board is provided with a Monthly Financial Summary Report and additional information of general college operations (Fund 1) indicating major fiscal matters, including revenue and expense analysis. The Monthly Financial Summary Report is attached.

**RECOMMENDATION/ACTION REQUESTED:**

That the Board acknowledges the receipt of the Monthly Financial Summary Report and requests the report be filed with the Board meeting records.

**COLLEGE OF CENTRAL FLORIDA  
GENERAL COLLEGE OPERATIONS FUND 1  
MONTHLY FINANCIAL SUMMARY AS OF JULY 31  
FOR FISCAL YEARS 2019 AND 2020**

Reflecting Actual Results for 8% of the Fiscal Year

|                                      | FY2018-19<br>7/31/2018 | FY2019-20<br>7/31/2019 | %         | FY2019-20<br>Budget  | % of Budget<br>Recognized |
|--------------------------------------|------------------------|------------------------|-----------|----------------------|---------------------------|
|                                      |                        |                        | Inc (Dec) |                      |                           |
| <b><u>REVENUES</u></b>               |                        |                        |           |                      |                           |
| 1 Student Fees                       | \$ 4,455,960           | \$ 4,362,577           | -2%       | \$ 14,405,488        | 30%                       |
| 2 State Support                      | 1,479,414              | 1,613,685              | 9%        | 24,226,607           | 7%                        |
| 3 Other Revenue                      | 73,775                 | 116,228                | 58%       | 2,121,484            | 5%                        |
| 4 TOTAL REVENUE                      | <u>\$ 6,009,149</u>    | <u>\$ 6,092,490</u>    | 1%        | <u>\$ 40,753,579</u> | 15%                       |
| <b><u>EXPENSES</u></b>               |                        |                        |           |                      |                           |
| <b>Personnel Expense</b>             |                        |                        |           |                      |                           |
| 5 Salary and Wages                   | \$ 1,385,932           | \$ 1,992,811           | 44%       | \$ 23,423,402        | 9%                        |
| 6 Employee Benefits                  | 342,240                | 454,952                | 33%       | 6,056,902            | 8%                        |
| 7 Subtotal Personnel Expense         | <u>\$ 1,728,172</u>    | <u>\$ 2,447,763</u>    | 42%       | <u>\$ 29,480,304</u> | 8%                        |
| <b>Current Expenses</b>              |                        |                        |           |                      |                           |
| 8 Operating                          | \$ 858,718             | \$ 1,210,604           | 41%       | \$ 7,503,546         | 16%                       |
| 9 Supply & Material                  | 22,900                 | 37,134                 | 62%       | 1,098,536            | 3%                        |
| 10 Scholarships & Other Exp          | 17,740                 | 16,715                 | -6%       | 2,451,193            | 1%                        |
| 11 Subtotal Current Expense          | <u>\$ 899,358</u>      | <u>1,264,453</u>       | 41%       | <u>\$ 11,053,275</u> | 11%                       |
| 12 Capital Outlay Expense            | <u>\$ 0</u>            | <u>\$ 0</u>            | 0%        | <u>\$ 220,000</u>    | 0%                        |
| 13 TOTAL EXPENSES                    | <u>\$ 2,627,530</u>    | <u>\$ 3,712,216</u>    | 41%       | <u>\$ 40,753,579</u> | 9%                        |
| 14 Increase/Decrease to Fund Balance | <u>\$ 3,381,619</u>    | <u>\$ 2,380,274</u>    | -30%      | <u>\$ 0</u>          |                           |

COLLEGE OF CENTRAL FLORIDA  
July 2019 Financial Summary  
Variance Notes  
FY 2018-19 TO FY 2019-20

**Revenues**

- Line 1: Decrease in enrollment compared to this period last year.
- Line 2: State Appropriations increased compared to this period last year.
- Line 3: Increase in interest revenue and timing of sales & services for child care compared to this period last year.

**Expenses**

- Line 5: Increase in salary and wages due to one-time non-recurring payment for all employees compared to this period last year.
- Line 6: Increase in health insurance and both Social Security and FRS contributions due to non-recurring payment for all employees compared to this period last year.
- Line 8: Timing of repair/maintenance technology payments, and increases in property and general liability insurance expenses compared to this period last year.
- Line 9: Increase in educational materials and supplies due to dental test payments compared to this period last year.
- Line 10: Increase in fundable fee waivers for fall FTE exemptions offset by decrease in athletic scholarships and other payroll expenses compared to this period last year.
- Line 12: No activity in Capital Outlay expenses compared to this period last year.

**COLLEGE OF CENTRAL FLORIDA**

15

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: August 28, 2019

SUBJECT: Energy Performance Savings Contractor Service Phase 1 Agreement  
between Siemens Industry and the College of Central Florida

INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration & Finance

DATE: August 21, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

At the May 29, 2019 meeting, the District Board of Trustees was provided with a ranked list of the four (4) energy performance contractor firms that interviewed to provide services to the College of Central Florida. The Board authorized the President to negotiate and sign an agreement with Siemens Industry, the first-ranked firm, recommended by the selection committee and report that action to the Board at a subsequent meeting.

Following negotiations and legal review, an agreement for energy performance contractor services was successfully reached with Siemens Industry. For the Board's information, a copy of the fully executed phase 1 agreement for the Detailed Feasibility Assessment ("DFA") is attached.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees acknowledge the agreement as an information item only.



**Siemens Industry**  
**Building Technologies Division**

Siemens Industry, Inc., a Delaware corporation, through its Building Technologies Division, with its principal place of business located at 1000 Deerfield Parkway, Buffalo Grove, Illinois 60089 ("Siemens"), and District Board of Trustees of the College of Central Florida, with its principal place of business located at 3001 S.W. College Road, Ocala, FL ("Client") (collectively the "Parties"), enter into this Detailed Feasibility Assessment Agreement this *13* day of *August*, 2019 ("DFA") and agree as follows:

**RECITALS**

WHEREAS, Siemens has been selected via Client's RFQ # 19-1 as an Energy Performance Savings contractor;

WHEREAS, the Client has requested that Siemens now perform a detailed feasibility assessment ("DFA") of Client's facilities and preliminary design documents to determine if there is sufficient scope for a Performance Contracting Agreement ("PCA");

WHEREAS, the parties acknowledge that the DFA alone will not be sufficient to produce the PCA, and that additional work and/or design services may be necessary to fully develop the PCA. If the parties agree that such additional services are necessary, an amendment to this agreement will be negotiated to cover any additional costs and scope.

WHEREAS, the Parties agree that Siemens shall perform the work in accordance with the terms of this DFA and that the Client shall pay Siemens in accordance with the same.

**NOW THEREFORE**, as a result of the Recitals, which are specifically incorporated herein and for the mutual consideration contained herein, the Parties agree as follows:

**AGREEMENT**

1. Term. Upon the date hereof, or upon such later date as agreed upon by the Parties (the "Effective Date"), Siemens shall commence performing the DFA. Siemens shall use reasonable efforts to complete the DFA no later than ninety (90) days from the Effective Date.
2. Required Information. The Client authorizes Siemens, its employees, agents, consultants and subcontractors, on a need to know basis, to inspect and copy all information and data related to the project criteria set forth in Exhibit A that Siemens reasonably deems is necessary to sufficiently perform the DFA, whether such information is in the Client's possession or in the possession of a third-party to which the Client shall provide Siemens with sufficient releases in order to obtain such information. The Client shall provide Siemens, its employees, agents and contractors, with reasonably unrestricted access to the Client's buildings that will be addressed in the DFA (the "Facilities"). In addition, Client shall promptly provide Siemens with the Facilities':
  - a. Utility data for the past two (2) year(s), including but not limited to, actual copies of electrical, gas, water invoices, or other utility invoices requested by Siemens ("Utility Data");
  - b. Information on the Facilities' hours of operation and modes of operation ("Operational Data");
  - c. Names and contact information of persons with whom Siemens can confer regarding any of the Utility Data, Operational Data, financial information and general day-to-day issues that may arise during performance of the DFA ("Contact Persons");
  - d. If applicable, an audited financial statement for the fiscal year immediately preceding the Effective Date; and,
  - e. Any and all information requested by Siemens reasonably necessary in order for Siemens to perform the DFA.

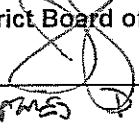
3. Representations, Warranties and Covenants of the Parties.
  - a. Each party represents, warrants and covenants to the other that:
    - i. It has all requisite power and authority, whether statutory or otherwise, to enter into this Agreement, and that its execution hereof has been duly authorized and does not and will not constitute a breach or violation of any of its organizational documents, any applicable laws or regulations, or any agreements with third parties;
    - ii. It has done and will continue to do all things necessary to preserve and keep in full force and effect its existence and the DFA;
    - iii. This DFA is a legal, valid and binding obligation of the party, in accordance with its terms, and all requirements of the party have been met and procedures have been followed by the party to ensure the enforceability of the DFA; and,
    - iv. To the party's best knowledge, there is no pending or threatened suit, action, litigation or proceeding against or affecting the party that impacts the validity or enforceability of this DFA.
  - b. Siemens further represents, warrants and covenants to the Client that Siemens is duly authorized to do business in all locations where the work under the DFA is to be performed.
  - c. Client further represents, warrants and covenants to Siemens that 1) any information provided to Siemens, by the Client or on behalf of the Client, is accurate and that Siemens is entitled to rely on the accuracy of the same in performing the DFA, and 2) Siemens shall not be held liable to the Client in any manner whatsoever for any error, inaccuracy or omission that is caused solely by Siemens' reasonable reliance on the information supplied by the Client or information provided to Siemens on behalf of the Client.
4. Fee. Siemens shall perform the DFA and additional work defined in Exhibit A for the fixed fee of **\$97,199.00** (Ninety Seven Thousand, One Hundred Ninety Nine Dollars) (the "Fee").
5. Payment of the Fee. Client shall be responsible for the fee upon completion by Siemens of the DFA scope of work and design attached as Exhibit A. Client shall pay the Fee to Siemens pursuant to the following terms:
  - a. If the parties agree that additional services are necessary to complete an IGA or further design, an amendment to this agreement, shall be negotiated and executed within 90 days of the delivery of the DFA. In the event that an amendment is not executed within 90 days of the delivery of the DFA, then the Fee shall become immediately due and payable to Siemens.
  - b. Notwithstanding any term to the contrary in Paragraph 5(a) above, Client shall be required to pay the Fee to Siemens on or before **April 15, 2020**.
6. Termination. The Client may terminate this DFA at any time with fifteen (15) days prior written notice to Siemens. The Client shall then pay to Siemens a termination fee based upon all work completed or a pro-rated portion of work completed.
7. Insurance. If, as a result of services offered in the contract, Siemens is required to perform any on-site work or installations of equipment, Siemens agrees to obtain and maintain statutory coverage for worker's compensation insurance and commercial general liability insurance, in amounts per occurrence as required by applicable law; and shall name Client as an additional insured under such commercial general liability policy and shall provide the Client with certificates of insurance evidencing commercial general liability coverage of \$1,000,000. Client shall also maintain fully adequate, comprehensive insurance on their respective goods, services, and operations, as applicable.
8. Indemnity. Both Parties recognize that Client, as an agency of the State of Florida, is prohibited from entering into indemnification agreements. Subject to that prohibition, the Parties agree that Siemens shall not be responsible for damages to the extent resulting from Client's negligence.


9. Limitation of Liability. SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE COMPENSATION PAID TO SIEMENS UNDER THIS AGREEMENT. Neither Party shall be liable to another for special, indirect, consequential or punitive damages, even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost operating savings. Notwithstanding the foregoing, nothing in this section will be construed to limit any of the remedies afforded to the Client under applicable laws.
10. Exclusivity. During the term of this DFA, the Client shall not negotiate with any third-party for the same or a substantially similar project as that which is the subject of this DFA.
11. Deliverables. All non-proprietary notes and reports that are specifically prepared by Siemens under this DFA (the "Deliverables") shall become the Client's personal property upon the Client's execution of the PCA or upon the Client's payment of the Fee, whichever is earlier. Any reuse of the Deliverables for other projects or locations without the written consent of Siemens, or use other than by the Client, will be at such other user's sole risk and without liability to Siemens.
12. Intellectual Property. Notwithstanding the foregoing, the Client shall not, by virtue of this DFA, acquire any ownership interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual proprietary rights, or similar items of property which are owned by Siemens, any of Siemens' subcontractors, or by any of Siemens' consultants, whether or not they are used in connection with the work provided under this DFA.
13. Confidentiality. Any information concerning Siemens or the Client that is designated as proprietary and disclosed in confidence to the other party during the term of this DFA is disclosed in confidence. The party that receives such confidential information shall not publish or disclose the same to any other entity or person without the prior written approval of the disclosing party, except as required by law. In the event of a disclosure by law, Client shall notify Siemens seven (7) calendar days prior to disclosure. To the extent that the Parties have entered into a confidentiality agreement or will enter into such an agreement during the term of this DFA, then the terms contained in the confidentiality agreement shall be incorporated by reference herein.


Notwithstanding anything herein to the contrary, the parties acknowledge Client is subject to and will, as a state agency, comply with all local, state, and federal public records laws, including but not limited to Chapter 119, Florida Statutes. Further, Siemens acknowledges the public shall have access at all reasonable times to all documents and information pertaining to Client contract subject to the provisions of Chapter 119, Florida Statutes, and Siemens agrees to allow access by Client and the public to all documents subject to disclosure. Siemens will at all times comply with Section 119.0701, Florida Statutes, in keeping and maintaining public records that ordinarily and necessarily would be required by Client in order to perform the service; provide the public with reasonable access to public records; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records as provided by law.

14. Choice of Law, Jurisdiction and Venue. THIS DFA SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO CHOICE OF LAW PROVISIONS. Sole and exclusive jurisdiction and venue shall lie with the state or federal court in Marion County, Florida, where the subject project will be performed. The parties each waive any objection that it may have based upon improper venue or forum non-convenience.
15. Merger Clause. Upon execution and delivery, this DFA: (a) constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof; (b) supersedes any and all prior agreements and understandings of the Parties, oral or written, relating to the subject matter hereof; and, (c) shall not be amended, supplemented, contradicted or otherwise modified by evidence of prior, contemporaneous or subsequent oral agreements of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this DFA to be duly executed by their respective authorized signatories as of the date first above written.

Agreed for **District Board of Trustees of the College of Central Florida**  
(Signature) by:   
Print Name and Title: JAMES D. HENNINGSEN, PRESIDENT

Agreed for **Siemens Industry, Inc.**  
(Signature) by:   
Print Name and Title: Dana Soukup  
Sr. Vice President  
Field Operations

(Signature) by:   
Print Name and Title: Russell DeNapoli  
Service FBA

Approved By Legal Digitally signed by 1010147011100  
DN: cn=John Lutz, o=1010147011100,  
ou=Legal, email=j.lutz@1010147011100,  
c=US



**Detailed Feasibility Assessment**  
**Exhibit A – Project Criteria**

The DFA scope shall be limited to the **Ocala, Hampton, Citrus & Levy Campus** facilities and shall include efforts as described below:

Collect utility data to determine utility profile of energy and water usage, data will be used to provide Excel-based models to determine potential savings.

Trend data from existing Siemens building automation system to calibrate savings calculations and more accurately estimate savings potential of solutions.

The solutions will be ranked according to simple payback to be reviewed and selected by the Client for further development. At a minimum, the following solutions will be investigated:

- Lighting Systems
  - parking lot lighting retrofit
  - general lighting retrofit and potential LED solution
  - occupancy sensors
  - daylight harvesting
- Occupancy sensor analysis to include lighting as well as potential HVAC setbacks
- Building envelope systems
- Building automation systems
- Electrical systems
- Water conservation measures
- Chiller plant solutions
  - Ocala plant construction in existing facility, including Schematic Drawings
  - chiller replacement
  - thermal storage
  - variable primary chilled water pumping
  - variable condenser water pumping
  - variable cooling tower fan operation
  - chilled water loop expansion
- Air handling units
  - renewal
  - retro commissioning
  - demand control ventilation
  - test and balance
- Lab and exhaust hood control modification
- Additional solutions identified during investigation

Additional Project Criteria:

1. Multiple preliminary project options will be presented, but at least one will be cash flow positive over up to a 20 year financing term when considering energy savings, maintenance and operational savings, and capital cost avoidance savings. Client will allow and provide for cost avoidance savings to assist project to meet 20 year cashflow positive target.
2. For the purposes of cash flow analysis, energy and cost escalation factors of 3.0% shall be used to project savings.
3. Client may request Siemens to develop additional cash flows with shorter financing terms based on Client's use of capital contributions to project in order to reduce project financing term or expand present funding available for this project.
4. Designs and development shall adhere to the College of Central Florida Facilities Design and Construction Standards published October 2014.

**COLLEGE OF CENTRAL FLORIDA**

16

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: April 28, 2019

SUBJECT: Legislative Priorities

INITIATOR: Dr. James D. Henningsen  
President

DATE: August 21, 2019

---

**OBJECTIVE AND PERTINENT FACTS:**

Dr. Henningsen will present the legislative priorities for the college.

**RECOMMENDATION/ACTION REQUESTED:**

For the Board's information only – No action needed.