
**College of Central Florida
Meeting of the District Board of Trustees
Wednesday, March 25, 2020
3:00 p.m.
Founders Hall Board Room
Ocala Campus**

A G E N D A

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

RECOGNITION

PUBLIC COMMENT

CONSENT AGENDA

Routine Business

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

Agreements, Contracts, Leases

5. Health Care Affiliation & Internship Agreements
6. Agreement for Services of International Independent Contractors
7. Agreement between University of North Florida and the College of Central Florida – Renewal
8. Master Services Agreement and Statement of Work between EdFinancial Services, LLC and the College of Central Florida – Renewal

OTHER BUSINESS

For Approval

PUBLIC HEARING

Board Policies/Actions/Rule Adoption

9. Board Policies/Actions
 - A. Policy 6.31 – Staff and Program Development
-

Acknowledge Receipt

10. Financial Information – Monthly Financial Summary Report

For Information Only

11. Patriot PRIDE Update
12. COVID-19 Planning Update
13. Legislative Update

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT’S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Minutes of the February 26, 2020 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the February 26, 2020 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 February 26, 2020.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, February 26, 2020 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held at the Jack Wilkinson Levy Campus.

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

Members Absent: None

Vernon Lawter, Chris Knife, Jillian Ramsammy, Saul Reyes, Allan Danuff, Robert Reynolds, Berry Davis, Chuck Prince, Lois Brauckmuller, Jennifer Fryns, Holly McGlashan, Tommy Morelock, Katie Hunt, Leah Gamble, Charlene Goray, and Sherri Hinkle

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 Levy leadership students Jason Lee, Coleen Caudill and dual enrollment student, Abigail Howell.

The Chair asked if there was anyone in the audience that wished to address the Board.

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

The minutes of the January 22, 2020 District Board of Trustees 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:

Cobb, Brian S. – Mail Courier – CF Printing & Postal Services – February 17, 2020
 Marrero, Angelia L. – Faculty – Associate Degree Nursing – Health Sciences – January 2, 2020
 Thomas, Michael J. – Coordinator – Criminal Justice & Public Services – February 17, 2020

Grants and Contracts – Fund 2:

Altany, Sharon K. – Business Manager – Athletics – January 16, 2020
 James, Mikel J. – Coordinator – Education Opportunity Center – January 16, 2020

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

None this reporting period.

Fair Labor Standards Act (FLSA) Required Pay Adjustments: (effective 01/01/2020– not previously reported)

Ray, Christopher A. – First Year Success Specialist – Student Success
 Skelly, Krystle L. – Educational Advisor – Enrollment Services – Levy
 York-Alcorn, Rebecca S. – Part Time Educational Advisor – Enrollment Services- Citrus

CALL TO ORDER

PRESENT

ABSENT

OTHERS IN ATTENDANCE

RECOGNITION

PUBLIC COMMENT

CONSENT AGENDA

Minutes

Personnel Report

Reclassifications – Financial Aid Part Time Personnel (effective 01/01/2020 – not previously reported)

EMPLOYEE	CURRENT POSITION	NEW POSITION	PAY GRADE	NEW PAY GRADE
Bork, Lauren N.	Financial Aid Specialist I	Financial Aid Specialist I	C-4	C-6
Davis, Glamel R.	Financial Aid Specialist I	Financial Aid Specialist I	C-4	C-6
Hutchinson, Natasha L.	Financial Aid Specialist I	Financial Aid Specialist I	C-4	C-6
Keen, Brenda G.	Financial Aid Specialist II	Financial Aid Specialist II	C-7	C-8
Morales, Cynthia A.	Financial Aid Specialist I	Financial Aid Specialist I	C-4	C-6
Nisha, Farzana	Financial Aid Specialist II	Financial Aid Specialist II	C-7	C-8
Orozco, Judith L.	Financial Aid Specialist I	Financial Aid Specialist I	C-4	C-6

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

Barton, Wendy Lou
Campbell, Allison B.

Leshner, Sara A.
Murphy, Kevin T.

Neander, Kristen M.
Palmer, Shawn M.

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:

Callahan, Emily K.
Perkins, Loren N.

Stevens, Terence E.

Struble, Tiffany N.

Temporary Part -Time Career Service: OPS

Ayers, Admiral D.
Cole, Zachary S.
Danielsson, Nina C.
Falkner, Jane S.

Lasaga, Maria C.
Levin, Awilda
Lewis Bradshaw, Saundra L.
Morris, Patricia A.

Prell, Sabrina M.
Rodriguez-Rodriguez, Amy N.
Sullivan, Kaelyn G.
Shake, Janice A.

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:

Boyle, Kieran H.
Eastman, Shelby L.

Plante, Joshua A.
Ryan, Gavin T.

Whaley-Eastwood, Frances

Notification of engagement in outside employment or extra college activities:

None this reporting period.

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

Sagendorph, Linda L, - Academic Support Specialist – Learning Support Center – March 31, 2020

Zimmerman, Joseph P. – Faculty – Communications – March 31, 2020

Resignations:

Altany, Sharon K. – Specialist – Catering Services – Conference Services – January 15, 2020

Colleli, Victoria A. – Director – Disability Services – February 14, 2020

James, Mikel J. – Student Activities Coordinator – Student Life – January 15, 2020

Marrero, Angelia L. – Temporary Faculty – Associate Degree Nursing – Health Sciences – December 31, 2019

Pfeiffer, Victoria FA – Groundskeeper – Facilities – February 6, 2020

Ray, Christopher A. – First Year Success Specialist – Student Success – January 20, 2020

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:

Feliciano, Alexander – International Student Admissions & Advising Specialist – Admissions & Records

The Board was asked to approve the disposal of 44 items of surplus property valued at \$36,631.25 in accordance with applicable state law, State Board of Education rules, and Board policy.

The Board was asked to ratify approval of three (3) Health Care Affiliation & Internship Agreements and gives authorization to the Board Chair to sign the agreements on behalf of the College of Central Florida.

Upon a motion by Rusty Branson, seconded by Bill Edgar 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.

**Property
Donations/Dispositions**

**Health Care Affiliation &
Internship Agreements**

**Approval of Consent
Agenda**

The Board was asked to approve the Health Sciences Technology Center – Phase 3 Construction GMP. After discussion, upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approved the Health Sciences Technology Center – Phase 3 Construction GMP.

The Board was asked to approve the agreement with Siemens Industry, Inc. for the Jack Wilkinson Levy Campus Welding Lab Safety Compliance Project. After discussion, upon a motion by Bobby Durrance, seconded by Bill Edgar and unanimously passed, the Board approved the agreement with Siemens Industry, Inc. for the Jack Wilkinson Levy Campus Welding Lab Safety Compliance Project.

The Board was asked to approve the Academic and Administrative Calendars for 2020-2021. After discussion, upon a motion by Rusty Branson, seconded by Bobby Durrance and unanimously passed, the Board approved the Academic and Administrative Calendars for 2020-2021.

As authorized by State Board of Education Rule 6A-14.078, the Board was asked to approve write-offs in the amount of \$101,885.19, or 1.1% of total related revenue for fiscal year 2019-2020. Also provided was a 13-year history of write-offs. After discussion and upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approved the account write offs.

Dr. Henningsen presented the following Board policy for a first reading and gave a brief summary:

Policy 6.31 – Staff and Program Development

Upon discussion, the Chair accepted the policy for first reading and authorized advertisement of the required public hearing.

Prior to the adoption of the following board policies and pursuant to Florida Statutes, the Chair called a public hearing on the advertised policies 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:

Policy 3.01 – Advertising and Commercial Materials/Solicitation on Campus

This policy is being updated to comply with free speech regarding advertising and commercial materials/solicitation on campus. After discussion, upon a motion by Rusty Branson, seconded by Bill Edgar and unanimously passed, the Board approved Policy 3.01 – Advertising and Commercial Materials/Solicitation on Campus.

Policy 3.22 – Prohibition of Disruptive Activity

This policy is being updated to comply with free speech on campus regarding prohibition of disruptive activity. After discussion, upon a motion by Bill Edgar, seconded by Rusty Branson and unanimously passed, the Board approved Policy 3.22 – Prohibition of Disruptive Activity.

Policy 3.26 – Dissemination of Literature, Public Exhibits, Displays and Presentations

This policy is being updated to comply with free speech on campus regarding dissemination of literature, public exhibits, displays and presentations. After discussion, upon a motion by Rusty Branson, seconded by Bill Edgar and unanimously passed, the Board approved Policy 3.26 – Dissemination of Literature, Public Exhibits, Displays and Presentations

OTHER BUSINESS

Health Sciences Technology Center – Phase 3 Construction GMP

Jack Wilkinson Levy Campus Welding Lab Safety Compliance Project

Academic and Administrative Calendars for 2020-2021

Write-offs for Fiscal Year 2019-2020

FIRST READING

Policy 6.31 – Staff and Program Development

PUBLIC HEARING

Policy 3.01 – Advertising and Commercial Materials/Solicitation on Campus

Policy 3.22 – Prohibition of Disruptive Activity

Policy 3.26 – Dissemination of Literature, Public Exhibits, Displays and Presentations

Policy 7.04 – Student Rights and Responsibilities

This policy is being updated to comply with free speech on campus regarding student and responsibilities. After discussion, upon a motion by Bill Edgar, seconded by Bobby Durrance and unanimously passed, the Board approved Policy 7.04 – Student rights and Responsibilities.

Policy 8.07 – Display of Posters, Signs or Other Materials

This policy is being deleted. After discussion, upon a motion by Bobby Durrance, seconded by Rusty Branson and unanimously passed, the Board approved the termination of Policy 8.07 – Display of Posters, Signs or Other Materials.

Chuck Prince, 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 January 31 and January 31 for the comparative fiscal years 2018-2019 and 2019-2020. The report included information about general college operations (Fund 1). Also provided was a Schedule of Accounts for all funds. After discussion, the Chair acknowledged receipt of the reports on behalf of the Board.

Chuck Prince, Vice President of Administration and Finance reported on the college's internal controls and fraud prevention and reporting procedures. Mr. Prince reviewed the Board policies and administrative procedures that are in place to detect, report, and prevent fraud at the institution and the internal controls and separation of duties responsibilities.

Holly McGlashan, Provost gave an update on the Jack Wilkinson Levy Campus. Enrollment on-campus is up from 244 students in spring 2019 to 300 in fall 2019. Recruitment and outreach consists of events on campus, high school visits, college and career days, letters to high school graduates, Avid in Levy and Dixie counties, FAFSA days, Saturday preview day and community festivals. Program offerings include but are not limited to the AA degrees, timber harvesting equipment, welding technologies, E.M.T., health science pre-requisites, college credit certificates, dual enrollment and corporate training. Dual enrollment increased by 8.1%. Welding began in fall of 2019 and will have 6 graduates in May 2020. Timber harvesting equipment offers a Master Logger, CPR and OSHA-10 and works with local industry partners. Adult education increased by 8% and had 40 graduates in 2019 of whom 20% transitioned to CF. The program is 100% grant funded. Amenities for the campus include a learning resource center, assessment center, wellness center and Mann Conference Center. Student life is active with various clubs, picnics, a welcome back week and community engagement.

Dr. Henningsen gave a legislative update to include a thank you to Chair Brancato and Trustee Branson for attending the Governor's reception and Patriot's Path press conference in Tallahassee. The final day of session is March 13. Two versions of dual enrollment bills have been sponsored. Both include language exempting private schools from paying tuition and prohibiting school boards and colleges from limiting the number of eligible students in dual enrollment programs. The state version allows for the use of the Bright Futures Medallion to reimburse schools for tuition. Representative Stan McClain is sponsoring a bill allowing the universities and colleges to sponsor a charter school with DOE approval.

Chair Brancato asked what the college is doing to prepare for the corona virus. Dr. Henningsen advised the college was working with state and local officials regarding protocols. Trustee Branson asked for an update to the board in the future regarding the college collection of digital data. Dr. Henningsen advised the information would be presented at a future meeting.

Policy 7.04 – Student Rights and Responsibilities**Policy 8.07 – Display of Posters, Signs or Other Materials****ACKNOWLEDGE RECEIPT****Financial Information – Monthly Financial Summary Report****FOR INFORMATION ONLY****Internal Controls and Fraud Procedures Update****Levy Update****Legislative Update****BOARD CHAIR/ TRUSTEE COMMENTS**

PRESIDENT'S REPORT

Trustees Visit the Governor's Mansion. On February 20, Governor Ron DeSantis invited College District Board of Trustees and Presidents to the Governor's Mansion for a reception. I was joined by Chair Joyce Brancato and Trustee Rusty Branson along with about 200 other attendees. We heard from Commissioner Richard Corcoran, Governor DeSantis and Council of President's Chairman, President Jim Murdaugh, of Tallahassee Community College. On Thursday, February 21, we attended a press conference led by Representative Mel Ponder, regarding the Patriot's Path at the Capitol. The Patriot's Path program will help veterans and active duty members to have the most accessible and affordable educational options through the Florida College System.

Trustees Visit the Governor's Mansion

CF Recognized as Military Friendly School. The College of Central Florida has been recognized as a Military Friendly® School, earning the silver level award. The Military Friendly® Schools list is created each year based on extensive research using public data sources for more than 8,800 schools nationwide, input from student veterans, and responses to the proprietary, data-driven Military Friendly® Schools survey from participating institutions.

CF Recognized as Military Friendly School

CF Recognized as a Tree Campus for 11th Year. The College of Central Florida has earned Tree Campus USA recognition for its dedication to campus forestry management and environmental stewardship. This is the 11th year that CF has been recognized. Tree Campus USA is a national program that honors colleges, universities and their leaders for promoting healthy management of their campus forests and for engaging the community in environmental stewardship. Tree Campus USA is a program of the Arbor Day Foundation.

CF Recognized as a Tree Campus for 11th Year

Marion Cultural Alliance. Dr. Saul Reyes, Vice President of Student Affairs, has been elected to serve on the Board of Directors for the Marion County Cultural Alliance for 2020-2022. He will also serve as chair for their Public Art Committee. Marion Cultural Alliance (MCA), a nonprofit, 501(c)3 was established in 2001, with its inaugural effort, the Horse Fever public art project. MCA's mission is to champion, convene, and create opportunities for artists and arts organizations. MCA supports activities relating to the arts, historical and scientific museums, and specific education through grants, advocacy, fundraising, and partnerships.

Marion Cultural Alliance**Students Awards.****Student Awards**

- **Forensics:** The CF Forensics Team students won several public speaking awards at the Florida College System Activities Association Forensics State Championship at Tallahassee Community College on February 7 and 8. The team earned Readers Theater State Champions and Third Place Overall Team Sweeps and Second Place Individual Events Sweeps. Student **Eileen Hernandez** was named State Champion in Persuasive Speaking and Programmed Oral Interpretation and fourth place for Informative speaking. She and other team members brought home numerous individual awards including **Brionna Lassiter**, second place for Programmed Oral Interpretation and fourth place for her Poetry. **Emily Brouwer** was awarded second place for her Extemporaneous speech and sixth place in Informative. **Zachary Williams** was awarded fifth place for his Impromptu speech. The students will go on to the Florida Intercollegiate Forensics Association competition at the University of Central Florida to compete in team and individual events in a variety of areas including interpretation of literature (prose, poetry), public address (informative and persuasive), limited prep events and several platform speeches. The forensics association enables students to not only improve their speaking skills but also develop a stronger understanding of the communication field as a whole. The students will be recognized at the March board meeting.
- **Vocals:** College of Central Florida students won numerous vocal awards earlier this month at the Central Florida National Association of Teachers of Singing State chapter audition at the University of Central Florida. **Josh Plante** received first place in his category, Second Year College Musical Theatre Men, and **Jillian Capps** received third place in her category, First Year College Musical Theatre Women. **Plante** and **Vicky Juliano** performed in the winner's concert that evening. Participants included other voice performance majors from the University of Central Florida, Rollins College, Bethune-Cookman University and Daytona State College. Each year the National Association of Teachers of Singing celebrates the art of singing through

a series of competitions and programs that are designed to showcase the talented singers and performers who are soon to be rising stars in the profession. The students will be recognized at the March board meeting.

Foundation Update. The faculty and staff internal campaign (Right Here, Right Now Family Campaign) continued to reach higher with more than \$27,000 raised and a phenomenal 96% participation rate of full-time employees. The participation rate matched last year's rate which is an all-time high. We also saw an increase of 17% in the number of \$100 donors and an increase of 14% in our recurring donors. A special thanks to the co-chairs, Dr. Charles McIntosh, Dean of Public Service/Criminal Justice and Rory Wells, Manager, Instructional Services-Citrus Campus, and to the entire Family Campaign committee!

Night at the Farm will be March 7. Our new signature event has raised more than \$90,000 to date, the best in the past 6 years. There are a few tickets left, so get your ticket soon.

Higher Education Happenings Radio Show. The WOCA Higher Education Happenings radio show on February 17 focused on Preview Night, which will be held February 25 at the Ocala Campus. The college was represented by Dr. Raphael Robinson, Director of Admissions and Student Recruitment; Marissa Brown, Admissions & School Relations Specialist; and Tina Banner, Manager of Marketing and Public Relations. The talk radio show is facilitated by the Marketing and Public Relations Department.

Career Source Youth Expo. The college was the exclusive sponsor for the CareerSource Citrus Levy Marion Youth Expo, which reached 750 middle and high school students on January 28 and 29 at On Top of the World. CF was represented by members of the Enrollment Services team, Business and Technology, and Health Sciences.

CF Teacher Education Hosts Career Day. CF Teacher Education hosted students interested in post-secondary education programs on campus for a day of networking, college readiness and professional development. Students enjoyed a one-day mini-conference that included a tour of the campus and the CF Learning Lab School, as well as sessions with faculty on various education topics. Participating students were from Lecanto High School, Crystal River High School, Vanguard High School, West Port High School and South Sumter High School.

Black Male Enrichment Conference. On February 20, the College of Central Florida hosted its inaugural Dare to Dream Big: Black Male Enrichment Conference. The purpose of the conference was to provide parents and students (7th-11th grades) with educational resources, discuss issues relevant to black males in the community, and provide them with access to community programs to assist them in their growth from now to college. The conference included separate breakout sessions for the students and parents. A keynote speaker conveyed words of encouragement over dinner. There were approximately 250 total attendees for the event.

Student Life. Marjorie McGee, Director of Student Life, reported that Student Life and the Student Activities Board hosted the Welcome Back & Club Rush Event at the Ocala campus on January 15 with 311 students attending. A Lenovo Laptop & Printer were given away to one lucky student. Twenty-nine clubs participated. Campus USA sponsored the drinks. The marketing department polled 34 students on the new design for the portal and website.

Student Activities Board. Director of Student Life, Marjorie McGee, and 8 Student Activities Board Members attended and assisted with the hosting of the Florida College System Student Government Association (FCSSGA) Leadership Conference that was held at CF February 7-8, 2020. Approximately 250 students from around the state attended.

Admissions. Raphael Robinson, Director, Admissions and Student Recruitment reported that from January 8 through February 21, they attended:

- Marion County Youth Expo (1300 middle & high school attendees)
- College and Career Fair at Citrus High School (950 attendees)
- Vanguard High School group tour (35 attendees)
- West Port High School group tour (24 attendees)

Foundation Update

Higher Education Happenings Radio Show

Shop Talk Cancer Awareness Program

CF Teacher Education Hosts Career Day

Black Male Enrichment Conference

Student Life

Friday Talks Business Advancement Series

Admissions

- Black Male Conference in partnership with EOC and SSS (150 attendees)
- Application & FAFSA sessions at six high schools (Bellevue, Dunnellon, Forest, North Marion, Vanguard and West Port, 245 attendees)

Educational Opportunity Center. Leonard Everett, Ph.D., Director of the Educational Opportunity Center (EOC), attended the Ocala Housing Authority (OHA) Advisory Committee quarterly meeting on January 22 at OHA Office. A total of 14 members attended. As members of the OHA-Advisory Committee, it is their mission to advise the Housing Authority Board of Directors on policy matters, identify housing issues, and recommend programs and services for the low-and-moderate income residents of Ocala/Marion County. At this particular meeting, Dr. Everett reiterated to the group the EOC Program policies & procedures for providing free General Equivalency Diploma (GED) test tutoring and vouchers for students.

Education Opportunity Center

Student Services. Dr. Henri Benlolo, Dean of Student Services, reported that the week of February 17, 22 individuals took the State Officer's Certification Examination (SOCE) and all received a passing score. This is the third time that students from the Public Service Department achieved 100% success.

Student Services

CF Food Pantry. In the spring 2020 semester thus far the food pantry has handed out 34 bags of food and 4 bags of toiletries. The professional closet has given out 25 jackets, 2 female business dresses and a pair of shoes.

CF Food Pantry

StartSmart and Teaching Learning Engagement Institute. Guest speaker, Rachel Richards, author of Money Honey, presented as part of the student speaker series funded through the Title III supplemental grant, as part of the StartSmart initiative. She spoke to a crowd of over 80 students, faculty and staff on February 3, and addressed simple steps each audience member could do starting tomorrow to build financial stability and wealth.

StartSmart and Teaching Learning Engagement Institute

Nationally recognized author and speaker, Dr. Jean Twenge, presented to 170 students and members of the community on February 10, and to 225 faculty and staff on February 11. Dr. Twenge presented to both groups about the differences in the iGen generation (also known as Gen Z) as compared to the three previous generations. She is a professor of psychology at San Diego State University, author of more than a hundred scientific publications and three books based on her research. Her research has appeared in Time, USA Today, The New York Times, and The Washington Post, and she has been featured on Today, Good Morning America, and CBS This Morning.

Jack Wilkinson Levy Campus Update. On Saturday, February 8, District Board of Trustees member, Robert Durrance, President Henningsen and his family, and Holly McGlashan, Levy Campus Provost, attended the 20th Annual STARS Gala. The Gala serves as the major fundraising event for the Levy Schools Foundation. The Foundation provides scholarships to students in Levy County. The Jack Wilkinson Levy Campus recognized as a Bronze Sponsor of this year's event.

Jack Wilkinson Levy Campus Update

On Thursday, February 13 from 12:30 p.m. to 1:30 p.m. the Jack Wilkinson Levy Campus hosted a Financial Literacy Seminar, conducted by Jean Imes, Assistant Director of Financial Aid. The seminar was attended by and open to all students and staff. Also, from 3:00 p.m. – 5:00 p.m. the campus opened to the public to offer a FAFSA workshop. Levy advisors, Kat Davis and Krystle Skelly assisted with application questions. Individuals were assisted with financial aid and FAFSA assistance by Levy EOC staff, Regina Darling-James and Jean Imes.

On February 5, Leah Gamble, Manager of Instructional Services, and Krystle Skelly, Academic Advisor, participated in the College and Career Fair at Dixie County High School.

Citrus Campus Update. On Sunday, February 23, the Citrus Campus hosted the 13th Annual Citrus County African-American Read-In for the tenth consecutive year. Approximately 300 guests filled the Citrus Campus conference center for the Black History Month event which honors African-American authors and civil rights leaders. Dr. Vernon Lawter and Dr. John Anene represented CF in this year's program.

Citrus Campus Update

College Resource Alignment. As mentioned to you previously, the results of the financial analysis on the athletic program reduction model did not show cost savings anywhere close to the \$641,000 stated. The model had a number of methodological errors in it that exaggerated the savings. Actual recurring net savings only amounted to around \$100,000 because of flaws in the model.

College Resource Alignment

Athletics.

Athletics

- **Men's Basketball (Overall Record of 24-6; Conference Record of 9-3)**
 - Mid-Florida Conference Champions Ranked # 3 in state and #18 in nation
 - National Basketball Coaches Association team of the week for February 10-16 with Conference clinching win over Eastern Florida State College and win at Florida State College Jacksonville
 - **Wayln Napper** (FR/South Carolina) was named the MFC Player of the Year and three other players, **Edoardo Del Cadia** (SO/Italy), **AJ Johnson** (SO (Melbourne, FL) and **Latrell Jones** (SO/Louisiana) were named 1st team All-MFC
 - Head Coach **Tim Ryan** is MFC Coach of the Year
 - State/District Championship will be held March 4 at Northwest Florida State College in Niceville versus the Southern Conference runner-up who is still to be decided
- **Women's Basketball (Overall Record of 15-14; Conference Record of 4-5)**
 - Participated in the Mid-Florida Conference Play-off. Victory over FSCJ on Monday, Feb. 24. Advanced to the MFC Championship game at Daytona State on Tuesday-update will be provided on Wednesday.
 - **Lauryn Jackson** (So/Tallahassee) was named 1st Team All-Conference
- **Baseball (Overall Record of 14-3)**
 - Conference begins on March 2nd
 - Ranked # 2 in State and #10 in Nation
- **Softball (Overall Record of 23-0)**
 - Conference begins on March 14
 - The # 1 team in the state and the # 2 team in the nation
 - **Devyn Howard** (SO. Tarpon Springs, FL) was State and the National Player of the Week January 27-February 9 (Devyn batted .435 with 2 home runs, 1 triple, 8 doubles, 28 runs batted in and 2 stolen bases during the reporting period)
- **Volleyball**
 - Head Coach **Israel Delgado** has accepted the head coach position at Coastal Georgia College. He expresses his gratitude and appreciation to everyone at CF for the opportunities he was provided and for opening new doors for his future.

Appleton Museum of Art.

Appleton Museum of Art

- **Exhibits**
 - Through May 24
 - Flamenco: From Spain to the U.S. This exhibition explores the origins, influences, development and appreciation of Flamenco as a highly respected art form on the world stage. Shaped over centuries by a multitude of cultural and regional influences including Roman, Sephardic, Arabic and Andalusian, Flamenco became a folkloric art form that began among the Gypsy people of Spain. Featuring approximately 140 objects dating from the late 19th century to the present, this exhibition focuses on the folkloric roots of Flamenco, tracing its history as it was transformed into a performance art.

- Through June 21
 - At Home and the World: Photographs by **Billy Joe Hoyle**. Hoyle has spent the last two decades traveling the world and documenting diverse customs, beliefs and lifestyles — every country has its own identity. “At Home and the World” is a collection of environmental portraits that explores these differences. In his typical street photographer style, Hoyle’s photographs are unexpected encounters that give an accurate and authentic look into the lives of his subjects.

➤ **Outreach**

- The Appleton worked with TJM Promos to help stock the Pearl Project’s Kid-2-Kid closet by collecting new and like-new shoes for children of all ages. For every two or more pairs of shoes brought in, the Appleton gave a one-year individual membership to the museum and an insulated tumbler. Three hundred sixty-four pairs of shoes were donated. The Pearl Project is a nonprofit organization that provides services for foster and adoptive families. This yielded 147 new members.
- On January 25, the museum hosted a reception for fifth grade students and their families who participated in the Marion County Tax Collector Kids Tag Art program. The program inspires fifth grade art students to design their own specialty plate while at the same time learning about the practical application of license plate art and how Florida’s 100+ specialty license plates support worthy causes. Each participating school earns 100% of the proceeds and a share of the total sponsorship money. One hundred eighty people attended the reception. The tag art work will be on display in the Rotunda space of the museum until February 16.

➤ **Events**

- January 28
 - International Film Series: The screening of “A Bag of Marbles,” welcomed 56 viewers to the museum.
- January 24
 - “Flamenco: From Spain to the U.S.” VIP Opening Reception and Talk: Director’s Circle members enjoyed the VIP opening of the exhibition followed by a talk by **Nicolasa Chàvez**, exhibition curator from the Museum of International Folk Art. The talk was accompanied by Flamenco demonstrations by Ms. Chàvez. One hundred ninety-nine total attendance.
- January 25
 - “Flamenco: From Spain to the U.S.” Exhibition Talk: **Nicolasa Chàvez**, exhibition curator from the Museum of International Folk Art, gave a talk accompanied by Flamenco demonstrations. The talk was free for Appleton members and included with museum admission for nonmembers. Two hundred thirty-nine total attendance.
- January 30
 - Arbor Day Event: The Appleton celebrated Arbor Day with a special program on January 30. **Rachel Slocumb**, City of Ocala Water Resources Conservation Coordinator, gave a talk about the Ocala Wetland Recharge Park. Afterward, docents were stationed throughout the galleries highlighting flora-themed works in the collection. Seventy-six total attendance.
- February 6
 - After Hours Concert featuring **Chris McNeil** Music: Chris McNeil presented Southern music in the auditorium. \$5 for Appleton members; \$15 for nonmembers. One hundred twenty-five total attendance.

Next Board Meeting

ADJOURNMENT

The next meeting will be held *Wednesday, March 25, 2020*, at 3 p.m. at the Ocala Campus.

There being no further business to come before the Board, Chair Brancato declared the meeting adjourned at 4:20 p.m.

Joyce Brancato, Chair

James D. Henningsen, Secretary

COLLEGE OF CENTRAL FLORIDA

2

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
Director – Human Resources

THROUGH: Charles A. Prince
Vice President of Administration and Finance

DATE: March 13, 2020

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 MARCH 25, 2020 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:

Crosby, Cheryl L. – Director – Conference & Food Services – March 23, 2020
Denis, Tony – Manager – CF Printing & Postal Services – March 02, 2020
Licardo, Sherri L. – Staff Assistant III – Humanities & Social Sciences – March 02, 2020
Nigh, Jr., Edwin L. – Programmer Analyst III – Informational Technology – March 02, 2020

Grants and Contracts – Fund 2:

None this reporting period.

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

Conference Services (Effective 3/23/2020)

From Manager – Conference and Food Services to Director – Conference and Food Services

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

None this reporting period.

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:

Borremans, Anthony T.

Temporary Part -Time Career Service: OPS

Clegg, LeThuy T.	Pearce, Victoria R.	Snider, Gregory M.
McBride, Collin T.		

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 \$8.56:

Johnson, Shinique N.	Numa, Armele C.
----------------------	-----------------

Notification of engagement in outside employment or extra college activities:

Dick, Sage L.
Mills, Dejuan
Wells, Rory R.

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

Balboni, Kathleen D. – Coordinator – Finance Services – Appleton Museum of Art – March 31, 2020
Jacola, Rhonda S. – Cafeteria Services Specialist – Conference Services – March 20, 2020

Resignations:

Ciepiela, Cory S. – Programmer Analyst I – Information Technology – March 6, 2020
Delgado Guitierrez, Israel J. – Head Coach – Women's Volleyball – Athletics – February 28, 2020
Helsel, Jennifer R. – Faculty – Associate Degree Nursing – Health Sciences – February 28, 2020

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:

None this reporting period.

COLLEGE OF CENTRAL FLORIDA

3

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Property Donations/Dispositions

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

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:

DONATIONS

That the District Board of Trustees authorizes the acceptance of property as shown below (form attached):

Paintings (4)		\$3,750.00
Plaque (1)		100.00
Bronze Statue (1)		
	Fair Market Value	150.00
	Total	\$4,000.00

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.



COLLEGE of
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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: _____ MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: <u>HARRIS</u> <u>CAROL</u>			
<small>Last First Middle (complete) Jr., etc.</small>			
Mailing Address: <u>7255 W. Hwy 329, Reddick, FL 32686</u>			
<small>Street/P.O. Box City State Zip Code</small>			
Telephone No.: <u>(352) 591-1020</u>			
Name of item to be donated: <u>PAINTING</u>			
Description of item to be donated: <u>Pencil Drawing - Original Pencil Drawing of the Life & Talents of Rugged Lark By Donna Grasso 2002</u>			
Original cost of item: \$ _____		Age of item: <u>18 years old</u>	
Approximate current fair market value of item: \$ <u>1,000</u>		<i>(Not for tax purposes)</i>	
Explain any restrictions on use or disposition of item being donated: <i>(See procedures)</i>			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," STOP and notify property control office.</i>			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," check with Physical Plant office.</i>			
Itemized annual maintenance cost: \$ _____ <i>(Estimate)</i>			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Recommendation			
From: Department Budget Authority <i>(Usability in program)</i>			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
		<u>[Signature]</u> <u>1/30/20</u> <small>Budget Signature Date: MM/DD/YY</small>	
To: Foundation <i>(Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)</i>			
<input type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
		<u>[Signature]</u> <u>1/31/20</u> <small>Foundation Signature Date: MM/DD/YY</small>	
Comments: _____			
To: Property Maintenance Specialist <i>(Capital asset determination)</i>			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
		<u>Mary Cypella</u> <u>3-7-2020</u> <small>Property Maintenance Specialist Signature Date: MM/DD/YY</small>	
To: Vice President of Administration and Finance <i>(Board agenda item)</i>			
		<u>[Signature]</u> <small>Vice President of Administration and Finance Signature Date: MM/DD/YY</small>	
Date approved by District Board of Trustees: _____ MM/DD/YY			
Date entered on inventory: _____ MM/DD/YY Initials: _____			



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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: <u>1-ARTIS</u> <u>CAROL</u>			
Last First		Middle (complete) Jr., etc.	
Mailing Address: <u>7255 W. Hwy 329, REDDICK, FL 32186</u>			
Street/P.O. Box City State Zip Code			
Telephone No.: <u>(352) 591-1020</u>			
Name of item to be donated: <u>PAINTING</u>			
Description of item to be donated: <u>MAJESTIC DELL Painted by Rebecca Clayton 1980</u>			
Original cost of item: \$		Age of item: <u>30 years old</u>	
Approximate current fair market value of item: \$ <u>1000</u>		(Not for tax purposes)	
Explain any restrictions on use or disposition of item being donated: (See procedures)			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," STOP and notify property control office.			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," check with Physical Plant office.			
Itemized annual maintenance cost: \$ (Estimate)			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Recommendation			
From: Department Budget Authority (Usability in program)			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
		Budget Signature <u>[Signature]</u>	Date: MM/DD/YY <u>1/30/20</u>
To: Foundation (Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)			
<input type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
Comments:		Foundation Signature <u>[Signature]</u>	Date: MM/DD/YY <u>1/31/2020</u>
To: Property Maintenance Specialist (Capital asset determination)			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
		Property Maintenance Specialist Signature <u>Mary Apollis</u>	Date: MM/DD/YY <u>3-2-2020</u>
To: Vice President of Administration and Finance (Board agenda item)			
		Vice President of Administration and Finance Signature <u>Charles H. [Signature]</u>	Date: MM/DD/YY
Date approved by District Board of Trustees: MM/DD/YY			
Date entered on inventory: MM/DD/YY Initials: _____			



**COLLEGE of
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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: _____ MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: _____		_____	
Last	First	Middle (complete)	Et., etc.
Mailing Address: _____		_____	
Street/P.O. Box	City	State	Zip Code
Telephone No.: (352) 591-1000			
Name of item to be donated: "RUGGED LARK & CAROL HARRIS"			
Description of item to be donated: PRINTING			
Original cost of item: \$ 1,000		Age of item: _____	
Approximate current fair market value of item: \$ _____		(Not for tax purposes)	
Explain any restrictions on use or disposition of item being donated: (See procedures) TO BE SEEN IN PUBLIC & EDUCATION			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," STOP and notify property control office.</i>			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," check with Physical Plant office.</i>			
Itemized annual maintenance cost: \$ 0 (Estimate)			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Recommendation			
From: Department Budget Authority (Usability in program)			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
		Budget Signature _____	Date: MM/DD/YY 1/30/20
To: Foundation (Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)			
<input checked="" type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
		Foundation Signature _____	Date: MM/DD/YY 1/31/2020
Comments: _____			
To: Property Maintenance Specialist (Capital asset determination)			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
		Property Maintenance Specialist Signature _____	Date: MM/DD/YY 3-2-2020
To: Vice President of Administration and Finance (Board agenda item)			
		Vice President of Administration and Finance Signature _____	Date: MM/DD/YY
Date approved by District Board of Trustees: _____			
Date entered on inventory: _____		MM/DD/YY	Initials: _____



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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: <u>1-ARRIS</u> <u>CAROL</u>			
Last First Middle (complete) Jr., etc.			
Mailing Address: <u>7255 W. Hwy 329, REDDICK, FL 32686</u>			
Street/P.O. Box City State Zip Code			
Telephone No.: <u>(352) 591-1020</u>			
Name of item to be donated: <u>PAINTING</u>			
Description of item to be donated: <u>PAINTING Rugged LARK by Art's CAROL RARK 1997</u>			
Original cost of item: \$		Age of item: <u>23 years old</u>	
Approximate current fair market value of item: \$ <u>750</u>		(Not for tax purposes)	
Explain any restrictions on use or disposition of item being donated: (See procedures)			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," STOP and notify property control office.			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," check with Physical Plant office.			
Itemized annual maintenance cost: \$ (Estimate)			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Recommendation			
From: Department Budget Authority (Usability in program)			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
Budget Signature <u>[Signature]</u>		Date: MM/DD/YY <u>1/30/20</u>	
To: Foundation (Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)			
<input type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
Foundation Signature <u>[Signature]</u>		Date: MM/DD/YY <u>1/31/2020</u>	
Comments:			
To: Property Maintenance Specialist (Capital asset determination)			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
Property Maintenance Specialist Signature <u>Mary Cypolla</u>		Date: MM/DD/YY <u>3-2-2020</u>	
To: Vice President of Administration and Finance (Board agenda item)			
Vice President of Administration and Finance Signature <u>Charles A. [Signature]</u>		Date: MM/DD/YY	
Date approved by District Board of Trustees: MM/DD/YY			
Date entered on inventory: MM/DD/YY Initials: _____			



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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: <u>HARRIS</u> <u>CAROL</u>			
Last First Middle (complete) Jr., etc.			
Mailing Address: <u>7255 W. Hwy 329, REDDICK, FL 32686</u>			
Street/P.O. Box City State Zip Code			
Telephone No.: <u>(352) 591-1020</u>			
Name of item to be donated: <u>PLAQUE AMERICA'S HORSE</u>			
Description of item to be donated: <u>PLAQUE OF Magazine Cover 1996 - ARTICLE "AMERICA'S HORSE" - AMBASSADOR to 1996 OLYMPIC GAMES</u>			
Original cost of item: \$		Age of item: <u>1996 - 24 years old</u>	
Approximate current fair market value of item: \$ <u>100</u>		(Not for tax purposes)	
Explain any restrictions on use or disposition of item being donated: (See procedures) <u>TO BE SEEN BY STUDENTS/PUBLIC</u>			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," STOP and notify property control office.			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," check with Physical Plant office.			
Itemized annual maintenance cost: \$ (Estimate)			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Recommendation			
From: Department Budget Authority (Usability in program)			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
		Budget Signature <u>[Signature]</u> Date: MM/DD/YY <u>1/30/20</u>	
To: Foundation (Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)			
<input type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
		Foundation Signature <u>[Signature]</u> Date: MM/DD/YY <u>1/31/2020</u>	
Comments:			
To: Property Maintenance Specialist (Capital asset determination)			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
		Property Maintenance Specialist Signature <u>Mary Cysella</u> Date: MM/DD/YY <u>3-2-2020</u>	
To: Vice President of Administration and Finance (Board agenda item)			
		Vice President of Administration and Finance Signature <u>Charles H. [Signature]</u> Date: MM/DD/YY	
Date approved by District Board of Trustees: MM/DD/YY			
Date entered on inventory: MM/DD/YY Initials: _____			



**COLLEGE of
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ACCEPTANCE OF DONATIONS

Property Inventory Control		Date Donation Received: MM/DD/YY	
<i>The following donor information is to be completed by department budget authority:</i>			
Donor Name: <u>HARRIS</u> <u>CAROL</u>			
<small>Last</small>		<small>First</small>	<small>Middle (complete)</small> <small>Et., etc.</small>
Mailing Address: <u>7255 W. Hwy 329, Reddick, FL 32686</u>			
<small>Street/P.O. Box</small>		<small>City</small>	<small>State</small> <small>Zip Code</small>
Telephone No.: <u>(352) 591-1020</u>			
Name of item to be donated: <u>STATUE</u>			
Description of item to be donated: <u>AWARD STATUE AQHA AWARD WON BY BO-BETT FARM - BRONZE</u>			
Original cost of item: \$		Age of item:	
Approximate current fair market value of item: \$ <u>150</u>		(Not for tax purposes)	
Explain any restrictions on use or disposition of item being donated: (See procedures)			
Is the item to be donated Real Property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," STOP and notify property control office.</i>			
Will the donation require Physical Plant resources? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If "Yes," check with Physical Plant office.</i>			
Itemized annual maintenance cost: \$ (Estimate)			
Can maintenance costs be covered within existing budget? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will the donated item's use incur any liability to the college or to college personnel? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Recommendation			
From: Department Budget Authority (Usability in program)			
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject			
		<u>[Signature]</u> Budget Signature	<u>1/30/20</u> Date: MM/DD/YY
To: Foundation (Review donation for possible state match. Gift will be accepted by Foundation and transferred to college.)			
<input type="checkbox"/> Accept for state match			
<input checked="" type="checkbox"/> Not usable for state match			
		<u>[Signature]</u> Foundation Signature	<u>1/31/2020</u> Date: MM/DD/YY
Comments:			
To: Property Maintenance Specialist (Capital asset determination)			
<input type="checkbox"/> To be added to inventory			
<input checked="" type="checkbox"/> Does not meet inventory criteria			
		<u>Mary Capella</u> Property Maintenance Specialist Signature	<u>3-2-2020</u> Date: MM/DD/YY
To: Vice President of Administration and Finance (Board agenda item)			
		<u>Charles H. Ray</u> Vice President of Administration and Finance Signature	 Date: MM/DD/YY
Date approved by District Board of Trustees: MM/DD/YY			
Date entered on inventory: MM/DD/YY		Initials: _____	

COLLEGE OF CENTRAL FLORIDA

4

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Curriculum Changes

INITIATOR: Dr. Mark Paugh, Vice President for Academic Affairs

DATE: February 27, 2020

OBJECTIVE AND PERTINENT FACTS:

The Curriculum Committee recommended at its February 27, 2020 meeting that the attached changes to the college curriculum be approved. The President recommends these changes for Board approval.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the proposed curriculum changes.



MEMORANDUM

TO: Dr. Mark Paugh, Vice President, Academic Affairs

FROM: Shana M. Miller, Coordinator, Curriculum Services and Faculty Credentialing

DATE: February 27, 2020

SUBJECT: Approved Curriculum Actions – February 2020

The following Curriculum actions were approved by the Curriculum Committee at its February 27, 2020 meeting, and are awaiting approval by the District Board of Trustees:

Proposal 2019-16 – Kirby Brown

New Course – MAD2104 Discrete Mathematics (3 credits)

Please let me know if you need any additional information.

Thank you.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Health Care Affiliation & Internship Agreements

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

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
Avante at Ocala, Inc.	02/12/2020
Citrus HMA, LLC	02/12/2020
Citrus Memorial Hospital	02/21/2020
Dr. Jones Orthodontics	02/12/2020
TLC Outpatient Surgery and Laser Center	02/12/2020
Village Endodontics	02/12/2020

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 30th day of September, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and Avante at Ocala, Inc., 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/resident'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 term of this Agreement shall be for the period September 1, 2019, through August 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: Avante at Ocala, Inc.
Attn: Administrator
2021 SW 1st Avenue
Ocala, FL 34474

With Copy to: Avante Group Inc.
4601 Sheridan Street, Suite 500
Hollywood, FL 33021
Email: legal@avantegroup.com

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 OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

[Signature]

FIRST WITNESS' SIGNATURE

Shera L. Hinkle

FIRST WITNESS' PRINTED NAME

Jessica Kummerle

SECOND WITNESS' SIGNATURE

Jessica Kummerle

SECOND WITNESS' PRINTED NAME

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

By

[Signature]
James D. Henningsen, President

Date:

2/12/20

[Signature]

FIRST WITNESS' SIGNATURE

Daniel E. Malkos

FIRST WITNESS' PRINTED NAME

[Signature]

SECOND WITNESS' SIGNATURE

John C. Hornack

SECOND WITNESS' PRINTED NAME

AVANTE AT OCALA, INC.

By

[Signature]
SIGNATURE

Tricia L. Robinson

PRINTED NAME

Title

President

Date: 09/30/2019

CW2674091

**FIRST EXTENSION TO
RADIOLOGY STUDENT AFFILIATION AGREEMENT**

This First Extension to Radiology Student Affiliation Agreement is entered into by and between Citrus HMA, LLC (FL) d/b/a Bayfront Health Seven Rivers ("**Hospital**") and District Board of Trustees of the College of Central Florida ("**Contractor**") as of the date below the last party's respective signature line ("Effective Date").

WITNESSETH:

WHEREAS, **Hospital** and **Contractor** are parties to the certain Radiology Student Affiliation Agreement for radiology students effective September 1, 2017 (the "Agreement"); and

WHEREAS, the Agreement is expected to expire on August 31, 2020; and

WHEREAS, **Hospital** and **Contractor** wish to extend the Agreement as follows.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and in the Agreement, the receipt and sufficiency of which are acknowledged, it is hereby understood and agreed by the parties as follows:

1. The term of the Agreement, including the initial term and any renewal periods, is hereby extended for an additional twenty-four (24) months through August 31, 2022 ("Extended Term").
2. All other provisions of the Agreement shall remain in full force and effect.
3. Neither this Extension, nor any amendment or modification hereto shall be effective or legally binding upon Hospital, or any officer, director, employee or agent thereof unless and until it has been reviewed and approved by a Division President of CHSPSC, LLC, Hospital's Management Company, and by Hospital's Legal Counsel.

IN WITNESS WHEREOF, the **Hospital** and **Contractor** have executed this First Extension to Radiology Student Affiliation Agreement effective as of the Effective Date.

CONTRACTOR:

District Board of Trustees of the College of
Central Florida

HOSPITAL:

Citrus HMA, LLC (FL)
d/b/a Bayfront Health Seven Rivers

By: James D. Henningsen
James D. Henningsen (Feb 12, 2020)

Printed Name: James D. Henningsen

Title: President

Date: Feb 12, 2020

By: Linda C. Stockton
Linda C. Stockton (Feb 13, 2020)

Printed Name: Linda Stockton

Title: CEO

Date: Feb 13, 2020

STUDENT INTERNSHIP PLACEMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**, a Florida political subdivision, 3001 SW College Road, Ocala, Florida, 34474 (hereinafter "College") and (organization name), a Florida Corporation, (organization address) (hereinafter "Provider") effective as of this 17th day of February, 2020.

WITNESSETH, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. **Definitions.** The following definitions apply.
 - a. "Internship" means a program of study as part of College course or degree requirements, conducted in cooperation with the Provider, whereby Students receive supervised experience and instruction in a professional setting.
 - b. "Site Supervisor" means that person employed or retained by the Provider as responsible for the development and administration of the Internship affiliation with the College.
 - c. "Intern" means a person enrolled in the University who is to perform the Internship.
 - d. "College Supervisor" means the person employed or retained by the College who is responsible for the development and administration of this Internship affiliation with the Provider.
2. **Purpose.**
 - a. As part of the College's educational requirements or as required for the award of a degree in particular areas of study, students must complete supervised experience, such as this Internship.
 - b. The Provider has facilities and professional staff appropriate for this Internship.
 - c. By entering into this Agreement, the parties hereto do not intend that any of the College's staff or any Intern is to be an employee of the Provider's for any purpose, except that to the extent that the activities performed hereunder may be subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), or in any such case in which Provider pays Intern monetary compensation for services provided in the same type of manner Provider pays its employees. The Parties hereto are not partners, agents nor principals of one another.

3. **Term.** The term of this Agreement shall be from the date written above to the Contract End Date set forth below, and may be extended in writing by mutual consent of the parties. Provided, however, that Interns shall be permitted to complete all Internships that began prior to the Contract End Date, and with respect to such Internships, all terms and conditions of this Agreement shall apply until the last such Internship is completed.
 - a. Contract End Date: _____
4. **Provider's Obligations.**
 - a. The Provider shall have sole authority and control over all aspects of client services, including those activities wherein Interns may be exposed to or interrelate with clients.
 - b. The Provider shall, in consultation with appropriate College faculty and the College Supervisor, designate those clients to whom Interns may be exposed for their Internship. The Provider shall determine the dates of Intern assignments for specific duties related to the Internship.
 - c. The Provider hereby agrees to orient Interns to the Provider's applicable policies and procedures.
 - d. The Provider, in its discretion, may at any time exclude from participation hereunder any Intern whose performance is determined to be detrimental to the Provider's clients, who fails to comply with proper channels of communication or the Provider's established policies and procedures, or whose performance is otherwise unsatisfactory.
 - e. The Provider shall contribute in the evaluation of Interns as may be requested by the College Supervisor.
5. **College's Obligations.**
 - a. The College shall be responsible for academic administration, curriculum content and programming, Intern recruitment, admission, promotion and graduation, maintenance of all Intern records and reports, and final determination of all grades to be awarded to Interns for Internship participation.
 - b. The College shall ensure that all Interns have completed all applicable prerequisite courses and any other requirements necessary prior to Internship placement.
 - c. The College will inform Interns of the Interns' responsibility to provide any transportation, meals, and lodging related to the Internship.
6. **Termination.** This Agreement may be terminated as follows:
 - a. **For Convenience.** Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party of its intention to terminate,

provided that Interns shall be permitted to complete Internships that began prior to the termination notice.

b. **For Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. To the extent reasonable, the Parties shall endeavor in good faith to prevent the early termination of any ongoing Internship as a result of the termination of this Agreement under this section.

7. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Florida, and any legal action concerning the provisions hereof shall be brought in Marion County, Florida.
8. **Assignment.** No assignment of this Agreement or the rights and obligations hereunder shall be valid without the prior written approval of the parties.
9. **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
10. **Anti-Discrimination.** The parties agree that in the performance of this Agreement, there will be no discrimination against Interns, employees, or other persons on account of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, or disability status.
11. **Entire Agreement; Merger.** This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the parties, whether oral or written, concerning the subject matter of this Agreement.
12. **Amendment.** Any amendment to this Agreement must be in writing and must be signed by the parties.
13. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
14. **Notices.** All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the parties. A party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

If to College:

Attn: Dr. Rob Wolf

College of Central Florida

3001 SW College Road

Ocala, Florida 34474

Tel: 352-854-2322

Fax: 352-873-5870

If to Provider:

Sheree McFarland

CITRUS MEMORIAL HOSPITAL

HCA WEST FLORIDA

502 W. MIDLAND BLVD

INVERNESS, FL 39952

Tel: 352-344-6696

Fax: 352-344-6707

15. **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.
16. **Confidentiality.** 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. 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 faculty and students. The College agrees to acquaint all students and faculty with the applicable HIPAA requirements of privacy prior to the students participating in an internship experience with Provider. The College agrees to maintain the confidentiality of any PHI provided to it by Provider in accordance with all applicable Federal, State and local laws and regulations. The College represents and warrants that PHI will be used and disclosed solely as necessary for the instructional program and internship that is the subject of this Agreement, and Provider relies upon such representation and warranty in providing the PHI. The College 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 Provider. The College 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/internship program. The College agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of PHI that it receives from Provider, and to prevent individuals not involved in the instructional/internship program from using or accessing the PHI. The College agrees that it will immediately report to Provider any use or disclosure of PHI received from Provider that is not authorized by or otherwise constitutes a violation of this Agreement. If it becomes necessary for the College to share PHI that has been disclosed to it by Provider with any person or any entity who is not an employee of Provider, then the College 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 Provider is subject under this Agreement with respect to the PHI. The College understands that Provider is subject to state and federal laws governing the confidentiality of the PHI and 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 Provider.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, by their respective representatives thereunto duly authorized on the dates indicated below.

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

By: _____

JAMES P. HENDINGSON

Printed Name

Title: _____

PRESIDENT

Date: _____

2/21/20

PROVIDER

By: _____

Sheree McFarland

Printed Name

Sheree McFarland

Title: _____

CIO, West Florida Division, HCA

Date: _____

2/11/20

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

AGREEMENT entered into this 1 day of February, 2020, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and **Dr. Jones Orthodontics**, 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 February 1, 2020, through January 31, 2021, 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: Dr. Jones Orthodontics
 Attn: Jessica Chicas
 1500 SE 17th St #100
 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 OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of November 1, 2019, or the execution of the Agreement by both parties (the "Effective Date") between **The District Board of Trustee of College of Central Florida** ("School"), and **TLC ASC, LLC** doing business as **TLC Outpatient Surgery and Laser Center** ("Surgery Center").

RECITALS:

- A School offers to enrolled students a degree program in the field of medicine.
- B Surgery Center operates an ambulatory surgery facility licensed in the State of Florida ("State").
- C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.
- D Surgery Center has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Surgery Center ("Program"), which Program shall be approved in advance by Surgery Center. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Surgery Center; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Surgery Center; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Surgery Center; (iv) continuing oral and written communication with Surgery Center regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Surgery Center; (vi) participation, with the students, in Surgery Center's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Surgery Center.

All students, faculty, employees, agents and representatives of School participating in the Program while on Surgery Center premises ("Program Participants") shall be accountable to Surgery Center's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Surgery Center satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Surgery Center patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Surgery Center policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Surgery Center. In no event shall Surgery Center be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Surgery Center to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Surgery Center's standards regarding same. Program Participants shall pay for their own meals at Surgery Center.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Surgery Center. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Surgery Center and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Surgery Center or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Background Verifications.** School shall provide Surgery Center with a description of its background investigation processes, shall attest to Surgery Center School has completed a background check for each Program Participant in the form attached hereto as Exhibit

C, and disclosed to Surgery Center any positive findings for a Program Participant to the extent permitted by law and shall provide Surgery Center or its designee access to the background screening results upon reasonable notice.] A background check will be considered “completed” if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Surgery Center, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Surgery Center to meet state law requirements. Surgery Center shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Surgery Center for acceptable background.

h. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

i. **Indemnification.** School shall indemnify and hold Surgery Center harmless from and against any and all liability and costs, including attorneys’ fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School’s agents or subcontractors to the extent allowed by Florida Statute 768.28 (2018) and at the limitations of \$100,000 for single claim and \$300,000 in the aggregate as stated therein. Nothing in this agreement is to be construed as a waiver of any defense or protection under sovereign immunity.

2. **RESPONSIBILITIES OF SURGERY CENTER.**

a. Surgery Center shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Surgery Center. Surgery Center shall provide the opportunities for such students, who shall be supervised by School and Surgery Center, to observe and assist in various aspects of patient care. Surgery Center shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Surgery Center shall at all times retain ultimate control of the Surgery Center and responsibility for patient care.

b. Upon the request of School, Surgery Center shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Surgery Center or School.

b. Any courtesy appointments to faculty or staff by either the School or Surgery Center shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Surgery Center may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Surgery Center may request School to withdraw or dismiss a Program Participant from the Program at Surgery Center when his or her clinical performance is unsatisfactory to Surgery Center or his or her behavior, in Surgery Center's discretion, is disruptive or detrimental to Surgery Center and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Surgery Center.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Surgery Center. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Surgery Center for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, pregnancy, genetic information, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY.

a. **Surgery Center Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Surgery Center that is confidential and constitutes valuable, special and unique property of Surgery Center ("Confidential Information"). School agrees that neither School nor any Program Participant 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 Surgery Center's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Surgery Center, including, without limitation, information which concerns Surgery Center's patients, costs, or treatment methods developed by Surgery Center, and which is not otherwise available to the public. As between Surgery Center, its affiliates, and School, any Confidential Information of Surgery Center or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement,

shall be deemed to be the exclusive property of Surgery Center. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Surgery Center or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Surgery Center for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Surgery Center or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Surgery Center's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Surgery Center or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Surgery Center or any affiliate thereof or their respective patients, clients or customers.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Surgery Center or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Surgery Center in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Surgery Center with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Surgery Center in writing, any medical record or other patient information regarding Surgery Center patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Surgery Center and Surgery Center's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Surgery Center about Surgery Center's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.**

School acknowledges that Surgery Center must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations

as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the “Regulations”). Accordingly, Surgery Center may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “Protected Health Information”) to a student for purposes of providing treatment to Surgery Center patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Surgery Center patient for treatment and Surgery Center training program purposes. A student may only disclose Protected Health Information about a Surgery Center patient for treatment purposes to other health care providers involved in the patient’s treatment or to Surgery Center’s workforce members involved in the student’s training program for training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Surgery Center and School that satisfies Surgery Center’s obligations under the limited data set standard. A student may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Surgery Center any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Surgery Center patient (or the patient’s personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Surgery Center from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Surgery Center. If a Surgery Center patient (or the patient’s personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Surgery Center from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Surgery Center. Further, School or Program Participant shall incorporate any amendment approved by Surgery Center into any amended Protected Health Information in School’s or Program Participant’s possession.

If School or a Program Participant receives a request for an accounting of disclosures of

Protected Health Information from a Surgery Center patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Surgery Center. School shall assist Surgery Center to determine whether any such request for an accounting is a request for an accounting of Surgery Center's disclosures or of School's disclosures. If Surgery Center determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Surgery Center determines that the request is a request for an accounting of Surgery Center's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Surgery Center to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Surgery Center by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Surgery Center, make available during normal business hours at School or Surgery Center all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Surgery Center to audit and determine School's compliance with this Section 7. If Surgery Center discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Surgery Center and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. INSURANCE.

a. School and Surgery Center shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Surgery Center may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Surgery Center shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Surgery Center may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation: Statutory limits

Employers' Liability: \$1,000,000 each accident;
 \$1,000,000 disease policy limit;
 \$1,000,000 disease each employee

Both School and Surgery Center agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.

d. School and Surgery Center each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Surgery Center may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Surgery Center hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be one (1) year commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Surgery Center at the time of notice of termination shall be

given the opportunity to complete their clinical Program at Surgery Center, such completion not to exceed three (3) months.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Surgery Center or created or received by School or Program Participants on behalf of Surgery Center, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Surgery Center agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Surgery Center. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Surgery Center or any of its affiliates, without the prior written consent of Surgery Center.

14. **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 final and binding arbitration in the county in which the Surgery Center is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

15. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the

parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Surgery Center, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Surgery Center without consent or notice.

16. **COMPLIANCE OBLIGATIONS.** School represents that he/she/it read, understands, and shall abide by USPI's Code of Conduct. The parties to this Agreement shall comply with USPI's Compliance Program and USPI's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. A summary of USPI's Compliance Program is available at: <http://www.uspi.com/about-us/compliance.aspx>. School shall require any employees providing services to Surgery Center to read the Code of Conduct and information concerning USPI's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services hereunder. Hardcopies of any information shall be made available upon request. School, and any employees, if applicable, shall complete any training required under USPI's Compliance Program.

17. **EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Surgery Center of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

[signature page to follow]

Surgery Center

TLC ASC, LLC DBA
TLC Outpatient Surgery and Laser Center

By: _____
Name: _____
Title: Authorized Signatory
Date: _____
Address: 201 W Guava St
Lady Lake, Florida 32159

For notices, please forward a copy to:
United Surgical Partners International, Inc.
Attention: Legal Department
15305 Dallas Parkway, Suite 1600
Addison, Texas 75001

SCHOOL

The District Board of Trustee of
College of Central Florida

By: _____
Name: JAMES D. HENDERSON
Title: PRESIDENT
Date: 2/12/20
Address: _____

Witnesses:

First Witness' Signature: Shari L. Hinkle
First Witness' Printed Name: SHARI L. HINKLE
Second Witness' Signature: Jessica Kummerle
Second Witness' Printed Name: Jessica Kummerle

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **TLC ASC, LLC DBA TLC Outpatient Surgery and Laser Center** ("Surgery Center"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **The District Board of Trustee of College of Central Florida** ("School") at Surgery Center unless such injury or loss arises solely out of Surgery Center's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **The District Board of Trustee of College of Central Florida** ("School") and **TLC ASC, LLC DBA TLC Outpatient Surgery and Laser Center** ("Surgery Center"), to keep confidential any information regarding Surgery Center patients and proprietary information of Surgery Center. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Surgery Center, except as required by law or as authorized by Surgery Center. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Surgery Center. The undersigned further acknowledges that he or she has read the document titled Tenet's Information Privacy and Security Program (Exhibit D to the Agreement) regarding Surgery Center's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Surgery Center's and School's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

The District Board of Trustee of College of Central Florida

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Surgery Center is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/SAM
5. Other: _____

ATTENDING STUDENTS:

1. _____
2. _____

STAFF:

1. _____
2. _____

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

SCHOOL: The District Board of Trustee of
College of Central Florida

Name: _____

Title: _____

Date: _____

EXHIBIT D

Tenet's Information Privacy & Security Program

Introduction

The use of information is woven into the fabric of Tenet, and information technology (IT) has dramatically changed the way information is processed. Given the importance of information and information technology to Tenet, it is essential to protect both, while at the same time facilitating their widespread and appropriate use. The loss, corruption, inappropriate disclosure, or exposure of information can interfere with executing Tenet's mission, cause business disruption, damage Tenet's reputation, or result in financial penalties. This information must be protected during all stages of its life: when it is created, collected, stored, manipulated, and transmitted; and when it is no longer useful.

Tenet's Information Privacy and Security Program (the Program) establishes safeguards that adequately protect information but do not impede its appropriate widespread use. The Program respects the privacy of individuals and holds all individuals accountable to high ethical standards. It also incorporates a sound risk assessment methodology, and provides for taking actions to address identified risks where necessary.

Tenet's Program applies to all information assets created, collected, stored, manipulated, transmitted or otherwise used in the pursuit of Tenet's mission, regardless of the ownership, location or format of the information. It also applies to all individuals encountering those information assets, regardless of the user's role or affiliation.

Goals and Objectives

The goals of Tenet's Program are to facilitate information privacy and security approaches in order to:

- Maintain Tenet's viability, both reputational and operational, as a premier healthcare delivery system
- Support Tenet's mission of quality, integrity, service, innovation and transparency
- Guide the conduct of Tenet business

Patient Trust and Satisfaction

When patients choose Tenet facilities, they trust us with their sensitive personal information, which may consist of name, address, phone number, Social Security Number, medical diagnoses, family illnesses, prescriptions, etc.

Our patients trust that we will protect the information provided to us including their health information and personal data like social security numbers. We release information to vendors or others only in accordance with proper procedures. We take steps to prevent identity theft by protecting social security numbers and other personal data, and securing our systems from unauthorized access. We access health and personal information and share it with coworkers only when authorized to do so and for the purpose of doing our jobs. Sometimes our coworkers become

EXHIBIT D

Tenet's Information Privacy & Security Program

our patients, and when this occurs, we afford our coworkers the same privacy rights as every other patient.

We never post patient information or photographs to a Web site, social media page or public forum – even if the patient is not identified. We do not use our personal devices to text patient healthcare information for any reason unless otherwise allowed by Tenet policy. We do not take or transmit photographs of patients except as required for patient care and within the requirements of our policies.

If you become aware of a privacy or security violation you should report it immediately. Every member of the Tenet community has a duty under our policies and Standards of Conduct to immediately report suspected or known inappropriate or impermissible uses, accesses, requests and/or disclosures of confidential or proprietary information to their department supervisor/manager and/or Compliance/Privacy Officer.

Why this is Important?

Tenet has a responsibility to promptly investigate all privacy & security complaints and incidents and in some cases to notify the affected patient(s) without unreasonable delay. The clock starts ticking as soon as YOU become aware of a violation or incident.

What NOT to Do.

Do not ignore information that comes to you in the hopes that it won't be uncovered. If you become aware of a situation involving a privacy or security incident, it is your responsibility to report the facts to your manager or Compliance/Privacy Officer. Ignoring the issue will not protect anyone and could subject you to disciplinary action.

Be a Privacy and Security Advocate.

For our Privacy and Security Program to be effective, each individual at Tenet has a role in protecting the privacy and security of information and the information technology we use. With your assistance, we can ensure that steps are taken to prevent any potential or actual occurrences of non-compliance.

Please contact your Supervisor, Privacy or Compliance Officer, or Tenet's Information Privacy & Security Office at PrivacySecurityOffice@tenethealth.com for more information about the Information Privacy and Security Program and Policies.

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

AGREEMENT entered into this 1 day of February, 2020, by and between THE20DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and Village Endodontics, 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 February 1, 2020, through January 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: Village Endodontics
 Tina Whitt
 121 Griffin View Drive
 Lady Lake, FL 32159
 Fax Number: (352) 259-2447

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 OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FLORIDA 34474-4415.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

|

[Signature]
FIRST WITNESS' SIGNATURE
SHERI L. HUNICE
FIRST WITNESS' PRINTED NAME
Jessica Kummale
SECOND WITNESS' SIGNATURE
Jessica Kummale
SECOND WITNESS' PRINTED NAME

[Signature]
FIRST WITNESS' SIGNATURE
Tina Marie Whitt
FIRST WITNESS' PRINTED NAME
Andrea Burdin
SECOND WITNESS' SIGNATURE
Andrea Burdin
SECOND WITNESS' PRINTED NAME

DISTRICT BOARD OF TRUSTEE OF THE
COLLEGE OF CENTRAL FLORIDA

By [Signature]
James D. Henningsen, President

Date: 2/12/20

VILLAGE ENDODONTICS

By [Signature]
SIGNATURE
John F. Whitt, Jr
PRINTED NAME

Title President, Owner

Date: 1/26/2020

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Agreement for Services of International Independent Contractors

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

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:

INDEPENDENT CONTRACTOR	DESIGNATED COUNTRY	DATE OF SIGNATURE
Adventus Education	Sri Lanka	02/21/20
Alfa Beta Institute Pvt. Ltd.	Nepal	02/21/20
Bluechip -Study USA	Sweden	02/21/20
D.A.T.A. Education	Kazakastan	02/21/20
EDU World International	India	02/21/20
EPRO 360 LLC	Spain & Germany	02/21/20
Gyanberry Training Institute FZ LLC	United Arab Emirates, Oman, Kuwait, Bahrain, Qatar, Saudi Arabia, India	02/21/20
KESAN Educational Consultations	Middle East & North Africa	02/21/20
Liu Cheng International Group Limited	Global	02/21/20
Liaua Achikyan	Armenia	02/25/20
Missstudy (Yasiara Ortiz)	Latin America	02/21/20
NMMD Agencia De Viagens LTDA - ME	Brazil	02/21/20

Parkology LLC d/b/a MYS Education Services	Middle East, Pakistan, Bangladesh, Indonesia	02/21/20
U4U Inc	Latin America	02/21/20
Vietstar Consulting Trading Services Corp.	Vietnam	02/21/20
VNIS Vietnam Co., Ltd.	Vietnam	02/25/20
Yumiko Sumeya	Japan	02/25/20

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)

Adventus Education

Level 1, 142, Bauddhaloka Mawatha,

Colombo 4,

Sri Lanka

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of worldwide (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 Chris Price

Title: Vice President of Global Partnerships

Address: Level 3,

69 High Street,

Maidenhead, SL6 1JX

Country: UK

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.

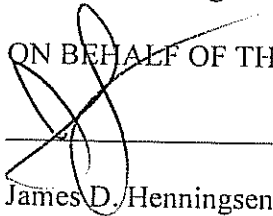
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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:

2/21/20

ON BEHALF OF THE CONTRACTOR



Name of representative Chris Price

Title: Vice President of Global Partnerships

Address: Level 3,

69 High Street,

Maidenhead, SL6 1JX

Country: UK

Date:

14 January 2020

**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)

Alfa Beta Institute Pvt. Ltd.

Alfa Beta Complex

New Baneshwor, Kathmandu

Nepal

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Nepal and India (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 Dwiraj Sharma

Title: President & CEO

Address: Alfa Beta Complex

New Baneshwor

Kathmandu

Country: Nepal

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:

2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Dwiraj Sharma

Title: President & CEO

Address: Alfa Beta Complex

New Baneshwor

Kathmandu

Country: Nepal

Date: January 14th, 2020

**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)

Bluechip - Study USA

Vastra vagen 5

475 42 Hono

SWEDEN

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

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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.

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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 Pernilla Frisk

Title: General Manager

Address: Bluechip Study USA

Vastra vagen 5

475 42 Hono

Country: Sweden

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.

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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

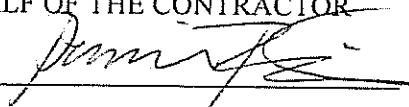
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Pernilla Frisk

Title: General Manager

Address: Bluechip Study USA

Vastra vagen 5

47542 Hono

Country: Sweden

Date: 02/04/2020

**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)

R.A.T.A. EDUCATION
KORGALZIN 4/1
MUR-SULTAN, KAZAKHSTAN
TEL: +77172797098

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

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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.

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For placements to College of Central Florida:

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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 AKHARAL KUSSIMOVA

Title: DIRECTOR

Address: D.A.T.A. EDUCATION

KORGALZERIN 4/1

MUR - SULTAN

Country: KAZAKHSTAN

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.

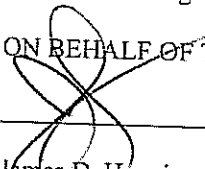
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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.

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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

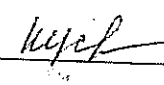
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/2

ON BEHALF OF THE CONTRACTOR


Name of representative ARMARAL KESSIMOVA

Title: DIRECTOR

Address: D.A.T.A. EDUCATION

KORGALZHIN 4/1

MUR-SULTAN

Country: KAZAKHSTAN

Date: 22.01.2020

**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)

EDU World International

Shree Bombay Cotton Mills Estate, Unit 15,

Bhatia Bldg, TBS Kadam Marg, Ahead of Voltas Factory,

Ahead of Voltas Factory, Kalachowki, Mumbai- 400033

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

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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.

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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 Sonal Hariyaa

Title: Managing Director

Address: Shree Bombay Cotton Mills Estate, Unit 15,

Bhatia Bldg, TBS Kadam Marg, Ahead of Voltas Factory,

Ahead of Voltas Factory, Kalachowki, Mumbai- 400033

Country: INDIA

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.

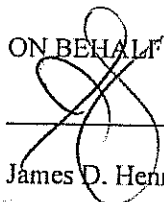
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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

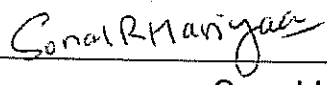
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/2

ON BEHALF OF THE CONTRACTOR


Name of representative Sonal, Hariyaa

Title: Managing Director

Address: Shree Bombay Cotton Mills Estate, Unit 15,

Bhatia Bldg, TBS Kadam Marg, Ahead of Voltas Factory,

Ahead of Voltas Factory, Kalachowki, Mumbai- 400033

Country: INDIA

Date: 23/01/2020



**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)

EPRO 360 LLC

66 WEST FLAGLER STREET

SUITE 900, MIAMI, FL, 33130

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of SPAIN AND GERMANY (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.

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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.

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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 FRANCISCO RODRIGUEZ GALVEZ

Title: CEO EPRO 360 LLC

Address: 66 WEST FLAGLER STREET

SUITE 900, MIAMI, FLORIDA. 33130

Country: U.S.A.

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.

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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: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative FRANCISCO RODRIGUEZ GAVET

Title: CEO EPNO 360 LLC

Address: 66 WEST FLAGLER STREET

SUITE 400, MIAMI, FLORIDA, 33130

Country: USA

Date: 15th January, 2020

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)

Gyanberry Training Institute FZ LLC (Gyanberry Study Abroad Services)

Office G26, Block 13, Dubai Knowledge Village

Dubai, United Arab Emirates

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of United Arab Emirates, Oman, Kuwait, Bahrain, Qatar, Saudi Arabia, India (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.

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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.

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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 Tejas Jagdish Labhshetwar

Title: CEO / Founder

Address: Office G26, Block 13, Dubai Knowledge Village PO Box 500850

Dubai

Country: United Arab Emirates

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.

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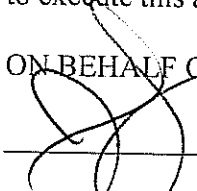
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ON BEHALF OF THE COLLEGE


James D. Henningsen

President

College of Central Florida

3001 SW College Road


Ocala, FL 34474

USA

Date:

2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Tejas Jagdish Labhshetwar

Title: CEO / Founder

Address: Office G26, Block 13, Dubai Knowledge Village, Dubai

Country: United Arab Emirates

Date: 05-February-2020



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)

KESAN Educational Consultations.
Alshareef Abdelhameed Sharaf Street.
Zahrat Alshmeisani Complex 108
Shmeisani Amman 11194 Jordan.

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of MENA Region (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.

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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.

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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.

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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:

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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 Ahlam Abu Saleem

Title: Director of Int. Relations & Development

Address: KESAN Educational Consultations

Alshareef Abdelhammed Sharaf Street

Shmeisani Amman 11194

Country: Jordan

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.

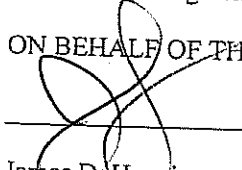
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Ahlam Abu Saleem

Title: Director of Int. Relations & Development.

Address: KESAN Educational Consultations.

Alshareef Abdelhameed Sharaf Street

Shmeisani Amman 11194

Country: Jordan

Date: Jan 20, 2020

**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)

Liu Cheng International Group Limited

Room 2603-04, Zhaofeng Plaza,

No. 1027, Changning Road, Changning District

Shanghai, 200050, P.R.China

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

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For placements to College of Central Florida:

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

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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 Vanessa Cheng

Title: Director of Partnership

Address: Room 2603-04, Zhaofeng Plaza,

No. 1027, Changning Road,

Changning District, Shanghai, 200050,

Country: P.R.China

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.

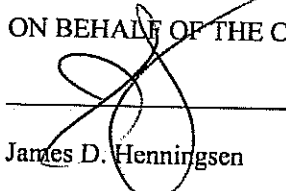
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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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: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Vanessa Cheng

Title: Director of Partnership

Address: Room 2603-04, Zhaofeng Plaza,

No.1027, Changning Road, Changning District

Shanghai, 200050

Country: P.R.China

Date: 24 Jan 2020

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
CONTRACTOR**

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(Contractor's Name and Address)

Liana Achikyan
64 Aram Str., Yerevan, 0002 RA

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Armenia (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:

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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.

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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.

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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 Liana Akhikyan

Title: CEO

Address: 64 Adam Str., Yerevan,

0002 RA

Country: Armenia

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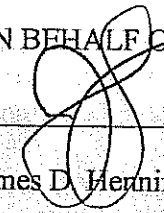
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ON BEHALF OF THE COLLEGE


James D. Henningsen

President

College of Central Florida

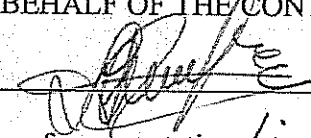
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/25/20

ON BEHALF OF THE CONTRACTOR


Name of representative Liana Achikyan

Title: CEO

Address: 64 Aram Sts., Yerevan,

0002 RA

Country: Armenia

Date: 02.30.2020

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
CONTRACTOR**

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(Contractor's Name and Address)

Yasiara Ortiz

929 Meridian Avenue Apt. 1

Miami Beach, Florida, 33139

United States

also MISSISSAUGA

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Latin America (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.

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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 Yasiara Ortiz

Title: CEO and Founder

Address: Misstudy

929 Meridian Avenue Apt. 1

Miami Beach, Florida, 33139

Country: USA

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.

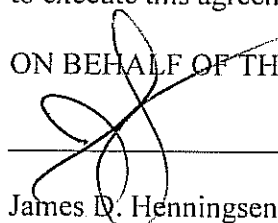
9. **EXCEPTIONS.** Both parties agree that if, due to extenuating circumstances, (for example a death in the student's family or a debilitating illness that would require the student to seek prolonged medical attention), a student withdraws from school and is awarded a full refund of tuition by the College, 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

ON BEHALF OF THE CONTRACTOR


James D. Henningsen

Name of representative Yasiara Ortiz

President

Title: CEO and Founder

College of Central Florida

Address: Misstudy

3001 SW College Road

929 Meridian Avenue Apt. 1

Ocala, FL 34474

Miami Beach, Florida, 33139

USA

Country: USA

Date: 2/21/20

Date: January 13th, 2020

**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)

NMMD AGENCIA DE VIAGENS LTDA - ME

N&M INTERCAMBIOS - Rua Pamplona 1326

cj 92 Sao Paulo - SP - Brazil - 01455-002

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

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For placements to College of Central Florida:

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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

Mauro Mandil

Name of representative _____

Managing Partner

Title: _____

Rua Pamplona, 1326 cj 92

Address: _____

Sao Paulo - SP - 01455-002

Country: Brazil

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.

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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.

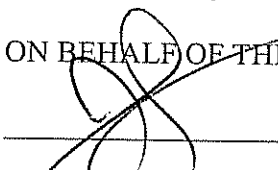
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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ON BEHALF OF THE COLLEGE


James D. Henningsen

President

College of Central Florida

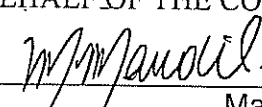
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative

Mauro Mandil

Managing Partner

Title:

Rua Pamplona, 1326 cj 92

Address:

Sao Paulo - SP - 01455-002

Brazil

Country:

January 16th. 2020

Date:

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
CONTRACTOR**

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(Contractor's Name and Address)

Parkology LLC d/b/a MYS Education Services

1934 Old Gallows Road, Suite 350

Vienna, VA 22182

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Middle East, Pakistan, Bangladesh, Indonesia (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.

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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 Shaazad Asghar

Title: CEO

Address: 1934 Old Gallows Road, Suite 350

Vienna, VA 22182

Country: USA

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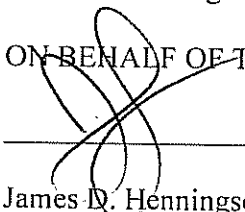
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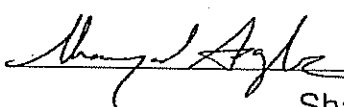
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/20

ON BEHALF OF THE CONTRACTOR


Name of representative Shaazad Asghar

Title: CEO

Address: 1934 Old Gallows Road, Suite

Vienna, VA 22182

Country: USA

Date: 01/14/2020

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CONTRACTOR**

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(Contractor's Name and Address)

U4U Inc.
Calle 50 Edificio PH Monica
Piso 8 Oficina 806
Panama, Panama

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Panama, Ecuador, El Salvador (hereinafter referred to as "Designated Country").
Honduras, Venezuela, Chile,
Guatemala.

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.

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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 Nekmic Milanes

Title: Director

Address: Panama Panama

Piso 8 Oficina 806

calle 50, Panama

Country: Panama

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.

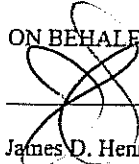
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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

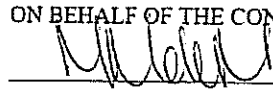
3001 SW College Road

Ocala, FL 34474

USA

Date: 2/21/2

ON BEHALF OF THE CONTRACTOR


Name of representative Melanie Milanes

Title: Director

Address: Panama PH

Monica Piso 8

Calle 50 Panama

Country: Panama

Date: 28 January 2020

**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)

VietStar Consulting Trading Services Corp.

2-8699 158th Street

Surrey, BC, V4N 1G9

Canada

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

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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 HUY BUI

Title: Director

Address: 2-8699 158th Street

Surrey, BC, V4N 1G9

Country: CANADA

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.

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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.

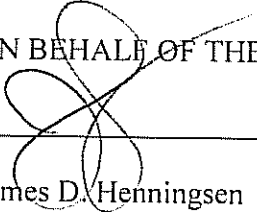
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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement in duplicate original on the date of signing.

ON BEHALF OF THE COLLEGE

ON BEHALF OF THE CONTRACTOR


James D. Henningsen

Name of representative HUY BUI

President

Title: Director

College of Central Florida

Address: 2-8699 158th Street

3001 SW College Road

Surrey, BC, V4N 1G9

Ocala, FL 34474

Country: CANADA

USA

Date: 2/21/20

Date: Jan 22, 2020

**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)

VNIS Vietnam Co., Ltd

6th Floor, Nhat Lam Building, 34 Hoang Cau Moi Street

Dong Da District, Hanoi

Vietnam

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

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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 Alex Nguyen

Title: Managing Director

Address: VNIS Vietnam Co., Ltd

6th Floor, Nhat Lam Building, 34 Hoang Cau Moi Street

Dong Da District, Hanoi

Country: Vietnam

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.

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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:

2/25/20

ON BEHALF OF THE CONTRACTOR

Name of representative Alex Nguyen

Title: Managing Director

Address: VNIS Vietnam Co., Ltd

6th Floor, Nhat Lam Building, 34 Hoang Cau Moi Street

Dong Da District, Hanoi

Country: Vietnam

Date:

**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)

Yumiko Someya

NIC International College in Japan

5-9-16 Shinjuku, Shinjuku-ku

160-0022 Japan

(hereafter referred to as "Contractor"), for representational marketing work to be performed on behalf of students from the Country of Japan (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:

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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 Yumiko Someya

Title: Manager for Student Placement Services

Address: 5-9-16 Shinjuku, Shinjuku-ku

Tokyo 106-0022

Country: Japan

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: 2/25/20

ON BEHALF OF THE CONTRACTOR


Name of representative Kazuko Hirota

Title: Principal/Managing Director

Address: 5-9-16 Shinjuku, Shinjuku-ku

Tokyo

Country: Japan

Date: Feb 21, 2020

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Agreement between University of North Florida and the College of Central Florida – Renewal

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

The Corporate College of the College of Central Florida would like to renew the partnership with the University of North Florida that allows Corporate College to continue to offer business related courses in conjunction with the Florida Small Business Development Center.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the renewal agreement between the University of North Florida and the College of Central Florida and authorize the Board Chair to sign the agreement.

Dept SBDC
Index _____

Contract No. _____
Requisition No. _____

SERVICES AGREEMENT

This Services Agreement is made by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("UNF") whose notice address is 1 UNF Drive, Jacksonville, Florida 32224, and the District Board of Trustees of College of Central Florida, whose notice address is: 3001 S.W. College Road, Ocala, FL 34474 "CONTRACTOR").

In consideration of good and valuable consideration, UNF and CONTRACTOR agree:

1. DESCRIPTION OF SERVICES: CONTRACTOR will provide to UNF the following described services ("Services"): Partnership between the District Board of Trustees of College of Central Florida and the Florida Small Business Development Center (FSBDC) to offer business related classes during the Summer, Fall and Spring terms, extending from July 1, 2020 - June 30, 2021.

2. TERM: This Agreement commences on 07/01/20 and will expire on 6/30/21.

3. COMPENSATION: UNF agrees to pay CONTRACTOR (check applicable):

_____ Total in the amount of \$ _____;

_____ At a rate of \$ _____ per hour; total not to exceed \$ _____.

Total above includes any associated travel expenses _____ yes X no. If "no" CONTRACTOR'S travel expenses shall be reimbursed separately (as per F.S.112.061) _____ yes X no. If "yes" travel costs estimated at \$ _____.

X Other, explain:

"See attached for course information."

UNF will pay CONTRACTOR following CONTRACTOR's timely and full completion of the Services. UNF will make no advance payments, deposit, or partial payment, it being understood that full completion of the Services in accordance with the terms set forth in this Agreement is a condition precedent to CONTRACTOR's right to be paid.

4. IRS WITHHOLDING: CONTRACTOR must have a valid Social Security Number (SSN) or individual taxpayer identification number (TIN) prior to the processing of any payment hereunder. As a condition to UNF's payment obligation hereunder, CONTRACTOR will provide an IRS form W-9 or W-8, as applicable. Payment to a non-resident alien independent contractor is subject to IRS and INS regulations and may be subject to income tax withholding at 30%, unless exemptions apply.

5. STATUS OF THE PARTIES: With respect to the Services, CONTRACTOR is an independent contractor and not an employee of UNF for any purpose including, but not limited to, the application of Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code. CONTRACTOR is not an agent, representative or joint venture partner of UNF. CONTRACTOR cannot enter into any contract or commitment on behalf of UNF and has no power to obligate or bind UNF or the State of Florida in any manner whatsoever. Neither UNF nor the State of Florida is liable for any debts or other liabilities whatsoever of CONTRACTOR. CONTRACTOR has exclusive control over the means, methods and details of fulfilling the Services, except for the time and length of the scheduled performance.

6. TERM: This Agreement will commence and expire as of the dates set forth above unless sooner terminated in accordance with the provisions herein. Upon the effective date of any termination or the expiration of this Agreement, CONTRACTOR will immediately discontinue all Services under this Agreement, unless UNF expressly consents to a continuation of Services. Upon termination, CONTRACTOR will return all copies of UNF data, records, equipment, supplies, or other materials or property belonging to UNF. This Agreement does not relate to real estate.

7. WARRANTIES: CONTRACTOR warrants and represents to UNF that it has the experience and abilities necessary to perform all required services with a high standard of quality and that: (i) the Services will conform in all material respects with the specifications set forth in this Agreement; and (ii) the Services will be provided to UNF on a best efforts basis in a timely and professional and workmanlike manner.

8. OBLIGATIONS: CONTRACTOR will exercise good judgment and reasonable care in performing its obligations under this Agreement. CONTRACTOR will comply with the provisions of all applicable Executive, federal, state, county and local laws, ordinances, regulations and codes (as adopted or amended from time to time) applicable to CONTRACTOR's performance of the Services under this Agreement. CONTRACTOR will be readily accessible to address and resolve any inquiries, concerns or complaints UNF may have about the services to be provided hereunder. CONTRACTOR must direct all of its inquiries about the Services to the UNF representative named and is not entitled to rely upon any oral or written statements that may be offered by any other person. Except for the UNF officer executing this Agreement, no UNF employee is authorized to modify or alter any of the requirements hereof, and only then upon a writing signed by such authorized UNF officer.

9. TERMINATION: Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement, and fails to cure such breach within twenty (20) days of receiving notice of such breach from the non-breaching party. UNF may terminate if CONTRACTOR is not ready (or cannot reasonably be expected to be ready) to perform the Services as provided in this Agreement. Either party may terminate this Agreement immediately upon written notice if the other party becomes a subject of or party to any legal, quasi-legal, or administrative investigation or proceeding relating to its hiring, employment, or safety practices. UNF may unilaterally cancel this Agreement at any time, without penalty and without prior notice in the event UNF determines that such cancellation is in its best interests for reasons including, but not limited to lack of funding, registrants or available facilities.

10. NOTICES: Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipts requested. Mail notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipts of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated upon receipt, as evidenced in the return receipt.

11. MISCELLANEOUS: Neither party may assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other. This Agreement shall not be amended or modified in any manner except by instrument properly executed by each party. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with this Agreement shall be brought in Duval County, Florida. The failure of either party to perform any obligation due to delay, illness, catastrophe, war, civil commotion or other event beyond its reasonable control shall be excused, provided that CONTRACTOR shall not be entitled to payment for Services it has not performed regardless of the cause of such event. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement. The obligations under this Agreement which by their nature would continue beyond the expiration of the term of this Agreement shall survive termination or expiration of this Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement. The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. This Agreement may be executed by facsimile. A complete, executed copy of this Agreement shall be enforceable as an original.

12. STATE UNIVERSITY: UNF is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained herein:

(a) Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

(b) The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for the University's termination of this Agreement. IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, generalcounsel@unf.edu & 1 UNF Dr. 1/2100, Jacksonville, FL 32224.

To the extent applicable, (i) the party contracting with UNF will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

(c) The party contracting with UNF represents (1) that it has established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion; (2) it has not been placed on the convicted vendor list by the Department of Management Services, State of Florida, and (3) neither it nor any subcontractor or other person, firm or business entity with whom it is engaged in a combined effort to perform this Agreement has hired any person who is an officer or employee of UNF.

(d) If a check in payment of an invoice is not issued within forty (40) days after receipt of a proper invoice and receipt, inspection and approval of the goods and services, the University will pay to the vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1), Florida Statutes. Such interest will be calculated on the unpaid balance from the expiration of such 40-day period until such time as the payment is issued to the vendor. Any interest penalty in excess of \$1.00 will be processed within 15 days after issuing the payment unless there are exigent circumstances. The provisions of this paragraph apply only to undisputed amounts for which payment has been authorized. A Vendor Ombudsman has been established who can act as an advocate for vendors who experience problems in obtaining timely payment(s) from UNF. The Vendor Ombudsman in UNF's Inspector General's Office can be contacted at (904) 620-3953.

(e) If, but only if, this Agreement expressly provides for UNF to reimburse CONTRACTOR's travel expenses, CONTRACTOR agrees to submit bills for any such expenses in accordance with Florida Statutes Section 112.061, and CONTRACTOR agrees that any expenses in excess of the amount permitted by law shall be borne by CONTRACTOR.

(f) Obligations of UNF are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

(g) The laws of Florida prohibit the disbursement of funds from grants and aids appropriations pursuant to a contract or grant to any entity for the purpose of lobbying the Florida Legislature or a state entity.

(h) Any provisions in this Agreement in conflict with the laws, statutes and rules of the State of Florida shall be void and of no effect.

13. STATE COLLEGE: CF is a constituent member of the Florida College System established under Florida Statute 1001.60 "Florida College System (2018)" and administered by the District Board of Trustees of College of Central Florida, a public body corporate under Florida Statute 1001.63 (2018). Notwithstanding anything to the contrary contained herein:

a) Nothing contained in this Agreement shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

(b) The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Any failure to so allow shall constitute grounds for the College's termination of this Agreement. IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CF'S VICE PRESIDENT OF ADMINISTRATION AND FINANCE'S OFFICE, 352.873.5823, princech@cf.edu & 3001 SW College Road, Ocala, FL 34474. To the extent applicable, (i) the party contracting with CF will comply with all obligations imposed on

contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

CONTRACTOR has read, understands and agrees to the Terms and Conditions which follow and accepts this Agreement by signing the Agreement or by commencing performance of the Agreement.

CONTRACTOR:

UNF:

By: _____
Name: Joyce Brancato
Title: Chair, District Board of Trustees of College of Central Florida
Date: _____

By: _____
Name: Shari Shuman
Title: Vice President, Admin & Finance
Date: _____



COLLEGE of
CENTRAL
FLORIDA

Corporate College

February 18, 2020

Lucy Torman

Corporate College, College of Central Florida

3001 S.W. College Road

Ocala, FL 34475-4415

352-873-5855

tormanl@cf.edu

The Small Business Development Center (SBDC)

Mike Chung

3003 S.W. College Road, Enterprise Center, Suite 105

Ocala, FL 34474

Phone: 352-622-8763 Fax: 352-351-1031

mchung-sbdc@unf.edu

This outline describes the partnership between the District Board of Trustees of College of Central Florida and the Small Business Development Center to offer the attached list of business related classes during the Summer, Fall and Spring terms, extending from July 01, 2020 through June 30, 2021.

The Corporate College will:

1. Assist in advertising programs.
2. Provide certificates of completion to participants upon successful completion of course.
3. Coordinate classroom space at the Hampton Center or main CF Ocala Campus.
4. Submit an invoice to the Small Business Development Center on the first day of each class for our portion of 50% as indicated in the attachment.

The Small Business Development Center (SBDC) will:

1. Assist in advertising programs.
2. Register participants and collect payments.
3. Select course offerings.
4. Locate, coordinate with and pay all program instructors.

How To Startup Your Own Business

This workshop gives the aspiring entrepreneur an understanding of realistic tools and resources for business startup: selecting an idea, testing the market, acquiring capital, writing a business plan, turning for help, understanding legal requirements, projecting cash flow. Includes workbook.

Dates	Days	Time	Fee	Instructor	Campus
08/05/20	W	9 am-noon	\$40	Rivera	Ocala
11/04/20	W	9 am-noon	\$40	Rivera	Ocala
02/03/21	W	9 am-noon	\$40	Rivera	Ocala
05/05/21	W	9 am-noon	\$40	Rivera	Ocala

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Master Services Agreement and Statement of Work between EdFinancial Services, LLC and the College of Central Florida - Renewal

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

College administration seek to renew the Master Services Agreement including Cohort Data Management and Tracking Services and Cohort Default Rate Appeal Services with EdFinancial Services, LLC to perform on behalf of the college various services related to the college's participation in the Federal Family Education Loan Program and the federal government's William D. Ford Federal Direct Loan Program. This will assist the college in continued managing of its cohort loan default rates under the federal Higher Education Act of 1965 and corresponding federal Department of Education rules.

The fee is expected to be approximately \$35,000. In accordance with established college procedure, the District Board of Trustees must approve professional service agreements in excess of \$25,000.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Master Services Agreement Renewal and Statements of Work with EdFinancial Services, LLC and authorize the Board Chair to sign.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is dated as of October 29, 2019 (the "Effective Date") and is entered into by and between THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA, with a principal address of 3001 SW College Road, Ocala, Florida 34474 Attn: Maureen Anderson, Dean of Enrollment Management (the "College"), and EDFINANCIAL SERVICES, LLC, a Nevada limited liability company doing business as "Edamerica", with principal offices located at 298 North Seven Oaks Drive, Knoxville, Tennessee 37922, Attn: Wm. Anthony Hollin, President, ("Edamerica").

RECITALS:

WHEREAS, the College is a participant in certain federal student financial assistance programs under Title IV of the federal Higher Education Act of 1965 (as the same has been amended from time to time, the "Act" or the "Higher Education Act"), including the Federal Family Education Loan Program and the federal government's William D. Ford Federal Direct Loan program; and

WHEREAS, the College desires to enter into this Master Services Agreement with Edamerica, pursuant to which Edamerica shall perform on behalf of the College various services related to the College's participation in the aforementioned federal student financial assistance programs, which services shall be described in detail pursuant to Statements of Work to be attached to and made a part of this Agreement from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the College and Edamerica hereby agree as follows:

1. **Services.** In exchange for the payment of certain Fees by the College as set forth in each Statement of Work described below, Edamerica will perform for the College those services (the "Services") specified on each Statement of Work that may be attached to this Agreement from time to time upon written agreement of both Edamerica and the College (each a "Statement of Work"). To the extent that any provision of any Statement of Work is inconsistent with one or more provisions of this Agreement, such provision of the Statement of Work shall govern with respect to the subject matter of such Statement of Work.

2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect five (5) one-year periods thereafter so long as any Statement of Work is in effect.

3. **Fees.** The College agrees to pay Edamerica those fees (collectively, the "Fees") identified on each Statement of Work for the services performed by Edamerica pursuant to that Statement of Work. A minimum annual fee of \$12,000 shall be due and payable by the College each year upon renewal, expiration or earlier termination and shall be applied only in the event that the total of Fees (expressly excluding the onetime set-up and training fee) under outstanding SOWs do not total at least \$12,000 for the previous year. Unless provided otherwise in a Statement of Work, all Fees are subject to annual increase equal to the greater of (i) three percent (3%) or (ii) the percentage increase during the prior twelve month period in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base, as reported by the U.S. Department of Labor - Bureau of Labor Statistics. Invoices for the Fees shall be rendered by Edamerica after each month end and shall be sent to the address for notices to the College as set forth in this Agreement or as otherwise directed by the College in writing. All amounts payable to Edamerica for Services rendered shall be remitted by check or electronic funds transfer and shall be due and payable within thirty (30) days of the College's receipt of Edamerica's invoice. Past-due amounts owing to Edamerica hereunder shall bear interest at the lesser of the maximum rate permitted by the laws of the State of Tennessee or one percent (1.0%) per month or portion thereof until paid. The College shall report any disputes to Edamerica regarding an invoice for Services hereunder within sixty (60) days of the related invoice date and Edamerica shall research the College's account and respond to the College. If the College does not report any disputes regarding an

invoice for Services within sixty (60) days of the related invoice date, the College is deemed to have accepted the invoice and the amount due and payable therein, and Edamerica shall not be responsible for researching the College's account with respect to such invoice thereafter. If full payment for undisputed charges is not received by Edamerica within sixty (60) days of invoice receipt by the College, such non-payment shall constitute a default hereunder and shall entitle Edamerica at any time thereafter, to notify the College of such default and, if such default is not cured by the College within ten (10) days from the date of such notice, Edamerica, at its option, may immediately terminate this Agreement and no further Services will be performed by Edamerica hereunder.

4. Performance by Edamerica. Edamerica agrees that it will perform the Services in accordance with reasonable industry standards and practices. Notwithstanding anything to the contrary contained herein or in any Statement of Work, the parties acknowledge and agree that nothing contained in this Agreement or in any Statement of Work shall be construed as a guarantee by Edamerica that the College's Cohort Default Rate (as defined under the Act) shall be reduced or otherwise altered as a result of the performance by Edamerica of any of the Services described in any Statement of Work.

5. Third-Party Servicer Provisions. As a third-party servicer under, and in accordance with, 34 C.F.R. § 668.25, Edamerica hereby agrees that it shall:

(a) Comply with all statutory provisions of or applicable to Title IV of the Act, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and termination entered into under the authority of statutes applicable to Title IV of the Act, including the requirement to use any funds that the servicer administers under any Title IV, Higher Education Act program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program; and

(b) Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that the institution might have engaged in fraud or other criminal misconduct in connection with the institution's administration of any Title IV, Higher Education Act program or an applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application; and

(c) Be jointly and severally liable with the College to the Secretary of Education for any violation by Edamerica of any statutory provision of or applicable to Title IV of the Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the Act;

(d) If Edamerica or the College terminates this Agreement, or if Edamerica stops providing services for the administration of a Title IV, Higher Education Act program, or Edamerica goes out of business, or files a petition under the Bankruptcy Code, Edamerica agrees that it shall return to the College all of the following:

(i) Records in Edamerica's possession pertaining to the College's participation in the program or programs for which services are no longer provided; and

(ii) Funds, including Title IV, Higher Education Act program funds, received from or on behalf of the College or the College's students, for the purposes of the program or programs for which services are no longer provided.

(e) The College acknowledges and agrees that, pursuant to 34 CFR 668.25(e)(1)(i) and (ii)(as the same may be amended from time to time), the College is required to notify the United States Department of Education within ten (10) days of the date that:

(i) The College enters into this Agreement or significantly modifies this Agreement;

(ii) The College or Edamerica terminates this Agreement; or

(iii) Edamerica stops providing services hereunder, goes out of business, or files a petition under the Bankruptcy Code.

The College's notification must include the name and address of Edamerica, as the third-party servicer, as well as a description of the functions or services that Edamerica is providing to the College or is performing on behalf of the College. This notification is to be provided by the College via the Application for Approval to Participate in Federal Student Financial Aid Programs (or E-App) website or via such other process that the United States Department of Education may designate. The College further acknowledges and agrees that, under 34 CFR 668.25(e)(2)(as the same may be amended from time to time), the College shall provide to the United States Department of Education, *upon the Department's request therefor*, a copy of this Agreement, including any modifications to this Agreement and provide information pertaining to this Agreement or other information requested pursuant to such regulation.

6. Indemnification. (a) Edamerica agrees to indemnify, defend, save and hold harmless the College and its directors, affiliates, officers, members, agents, employees, successors and assigns from and against any and all claims, loss, damages, expense, liability or judgment (including reasonable attorneys' fees, costs and settlements) based on, arising out of or relating to Edamerica's acts or omissions with respect to the Services provided under any Statement of Work or Edamerica's breach of the terms of this Agreement. Edamerica shall have the right to participate fully with the College in all administrative and judicial proceedings in connection with any matter with respect to which Edamerica might be liable hereunder, and the College shall not agree to any compromise or settlement with respect thereto without the prior written consent of Edamerica.

(b) The College agrees to indemnify, defend, save and hold harmless Edamerica and its directors, affiliates, officers, members, agents, employees, successors and assigns from and against any and all claims, loss, damages, expense, liability or judgment (including reasonable attorneys' fees, costs and settlements) based on, arising out of or relating to the College's acts or omissions with respect to its obligations and responsibilities under this Agreement or the College's breach of the terms of this Agreement. This indemnification obligation shall include but not be limited to any claims, loss, damages, expense or liability based on, arising out of or relating to the College's access to the Edamerica Systems, as described in Section 6(d) below, including unauthorized disclosure of Confidential Information by or through the College and any damage or harm to Edamerica's Systems that occur by or through the College's access to the Edamerica Systems (including, but not limited to, loss or damage caused by viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs that are introduced to, sent or stored on any of the Edamerica Systems by or through the College's access.) The College shall have the right to participate fully with Edamerica in all administrative and judicial proceedings in connection with any matter with respect to which the College might be liable hereunder, and Edamerica shall not agree to any compromise or settlement with respect thereto without the prior written consent of the College.

(c) In addition to the indemnification obligations set forth in subparagraph (b) above, the College agrees to indemnify, defend, save and hold harmless Edamerica and its directors, affiliates, officers, members, agents, employees, successors and assigns from and against any and all claims, loss, damages, expense, liability or judgment (including reasonable attorneys' fees, costs and settlements) based on, arising out of or relating to alleged lack of express consent by any person who receives a call on his or her cell phone from Edamerica or its dialer as part of any call campaign under any Statement of Work, or any person who receives an email from Edamerica under any Statement of Work, provided that such cell phone number or email address, as applicable, was provided to Edamerica by or on behalf of the College. The College shall have the right to participate fully with Edamerica in all administrative and judicial

proceedings in connection with any matter with respect to which the College might be liable hereunder, and Edamerica shall not agree to any compromise or settlement with respect thereto without the prior written consent of the College, which consent shall not be unreasonably withheld.

(d) The College acknowledges that it will have access to certain portions of Edamerica's systems ("Edamerica Systems") as part of the Services being provided to the College pursuant to Statements of Work. This access is in addition to the sFTP Site access described in Section 7(j) below. The College further acknowledges and agrees that all information to be accessed by the College on the Edamerica Systems will have been provided to Edamerica by the College or other third parties and that Edamerica shall have no liability associated with the content of the information, the accuracy of such information or otherwise. In addition, Edamerica shall have no liability associated with any changes to information or additional information added to the Edamerica Systems by employees or agents of the College (or otherwise through the College's access to the Edamerica Systems), nor shall Edamerica have any liability for actions taken by Edamerica employees in reliance upon changes to information or information added to the Edamerica Systems by the College's employees or agents (or otherwise through the College's access to the Edamerica Systems).

The College agrees to advise its agents, employees and representatives and any other individuals receiving access to the Edamerica Systems by or through the College of the confidential nature of the information contained thereon, and to require any such persons to be bound by obligations of confidentiality and limitation of use sufficient to give effect to this Section 6 and Section 7.

The College further agrees that any information accessed by the College through its employees or other agents shall constitute "Confidential Information" as such term is defined in Section 7 below. In the event of unauthorized access to the Edamerica Systems by or through the College, the College shall immediately notify Edamerica of such unauthorized access and take immediate action to prevent further unauthorized access. The College shall cooperate fully with Edamerica in connection with Edamerica's investigations with respect to such unauthorized access and upon the request of Edamerica, shall provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected customers as is necessary; provided that the College shall not take any such actions without first notifying Edamerica in advance. Edamerica and the College shall coordinate with one another with respect to all security breach notifications and notifications to law enforcement and any other third parties; provided that the College shall indemnify Edamerica for all costs with respect to same (as set forth in Section 6(b) above).

(e) The parties agree that the provisions of this Paragraph 6 shall survive the expiration or termination of this Agreement.

7. Confidential Information.

(a) Each party to this Agreement (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes this Agreement, all materials, procedures, documents and any other records developed by either party to this Agreement specifically for use under this Agreement, as well as information of a commercial, proprietary or technical nature and includes the following, whether now in existence or hereafter created:

(i) any information of or about the College's students of any nature whatsoever, all lists of students, former students, applicants and prospective students and all personal or financial information relating to and identified with such persons ("Student Information");

(ii) all information marked "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable business judgment, recognize as confidential;

(iii) all business, financial or technical information of the Owner and any of the Owner's vendors (including account numbers, and software licensed from third parties or owned by the Owner or its affiliates) that is not otherwise publicly available;

(iv) all information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets and any other intellectual property rights of the Owner or Owner's licensors;

Notwithstanding the foregoing, "Confidential Information" shall not mean information that Recipient can show is (i) publicly available or otherwise in the public domain through no wrongful act of Recipient, (ii) independently developed by the Recipient without any use of the Confidential Information, or (iii) rightfully furnished to the Recipient from any third party without violation or breach of any confidentiality restriction.

(b) Confidential Information must be held in strictest confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient shall establish and maintain data safeguards against the destruction, loss, alteration of or unauthorized access to Owner's Confidential Information in the possession of Recipient.

(c) Edamerica acknowledges that the College must comply with the safeguards for Student Information contained in the Family Educational Rights and Privacy Act ("FERPA") and the regulations promulgated pursuant to FERPA, and Edamerica agrees to comply with the confidentiality provisions of FERPA and the regulations promulgated thereunder. Edamerica represents that it has established data security policies and procedures designed to provide for the following:

- (i) security and confidentiality of Student Information;
- (ii) protection against anticipated threats or hazards to the security or integrity of Student Information;
- (iii) protection against the unauthorized access or use of Student Information;
- and
- (iv) proper disposal of Confidential Information.

In the event of unauthorized access to Confidential Information or non-public personal information of individual students or their parents, Edamerica shall promptly notify the College of such unauthorized access and take appropriate action to prevent further unauthorized access. Edamerica shall cooperate with the College and shall provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected customers as is reasonably necessary.

(d) In the event that the Recipient or any of its representatives are legally required to disclose any Confidential Information, the Recipient will give the Owner prompt written notice of such request or requirement so that the Owner may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and the Recipient will reasonably cooperate with the Owner, at the Owner's expense, to obtain such protective order.

(e) Recipient may use the Confidential Information only as necessary for Recipient's performance under or pursuant to rights granted in this Agreement and for no other purpose. The confidentiality obligations set forth in this Agreement shall also govern any exchange of Confidential Information between the Parties related to future business relationships not currently addressed under this Agreement, including but not limited to, correspondence, negotiations and discussions. Recipient's obligations under this Section 7 confidentiality and non-disclosure survive termination or expiration of this Agreement.

(f) The College agrees that Edamerica may store, disclose, and use information obtained by Edamerica under this Agreement to the extent and only in such manner that such storage, disclosure, and use shall be for purposes of performing the obligations of Edamerica under this Agreement or for purposes permitted or required under federal, state, or local statutes, regulations, and requirements applicable to Edamerica.

(g) Upon the termination or expiration of this Agreement and upon the request of Owner, all Confidential Information provided hereunder shall be returned to the Owner by the Recipient or destroyed; provided, however, that Recipient may retain copies of Confidential Information as required for compliance purposes or as mandated by regulation or quality assurance processes.

(h) If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient must ensure that such third parties have express obligations of confidentiality and non-disclosure substantially similar to Recipient's obligations under this Agreement.

(i) If Recipient or any of its representatives or agents breaches the covenants set forth in this Agreement, irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner shall be entitled to seek an injunction to restrain any continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled any other rights and remedies that it may have at law or in equity.

(j) In connection with the exchange of Confidential Information between the parties from time to time during the term of this Agreement, it is anticipated that Edamerica will establish a Secure File Transfer Protocol site (the "sFTP Site") which will be used to establish secure file transfer capabilities between the parties. The sFTP Site, including any information or data on the sFTP Site and any passwords or other identifiers used for authentication which are provided to the College by Edamerica to allow the College to gain access to the sFTP Site, are collectively referred to herein as the "sFTP System". The College agrees as follows with respect to accessing Confidential Information on the sFTP Site:

(i) While this Agreement is in effect, the College may access the sFTP System to upload and/or retrieve files.

(ii) Edamerica may modify the College's authorization for access to the sFTP System in any manner at any time upon notice to the College.

(iii) The College shall not attempt to input any information to the sFTP System other than information which the College is expressly authorized to input.

(iv) Only authorized College employees with the business need for access to the Confidential Information shall be permitted to access the sFTP Site. If an authorized College employee leaves employment with the College, or his or her job duties no longer require that he or she have access to the sFTP Site, the College shall immediately notify Edamerica in writing (which may be by email).

(v) A login and password shall be issued to each authorized College employee with a business need to access the System. Sharing of login and/or password credentials by College employees is expressly prohibited and is a violation of this Agreement.

(vi) Before being provided access to the sFTP Site, the College must provide Edamerica with certain information, including, but not limited to, Source IP Address(es), contact information for individuals accessing the sFTP Site, and a contact within the College's IT Department. The College acknowledges that access to the sFTP Site will only be available from IP addresses that have been provided in advance to Edamerica; IP Address ranges and/or subnets are explicitly excluded.

Unauthorized or Unacceptable uses of the sFTP System shall include, but are not limited to:

(A) Unauthorized attempts to circumvent data/system security and/or uncover security flaws, including the creation and/or running of applications that are designed to identify security loopholes and/or access/decrypt secure data.

(B) Use of accounts, networks, data or sFTP System to violate any federal or state laws or to harass or violate the rights of others.

(C) Using technical or social engineering techniques to forge the identity of a user or a machine in an electronic communication.

(D) Any use of the System that is not expressly authorized in this Agreement.

The College shall not allow any unauthorized use of or access to the sFTP System by or through its employees. Any such unauthorized use or access which is known to the College either during the term of or subsequent to the term of this Agreement shall immediately be communicated to Edamerica.

8. Non-Solicitation. Commencing on the date of this Agreement and continuing for a period of two (2) years after the expiration or termination of this Agreement (which specifically includes any Statement of Work), the College agrees that it shall not directly or indirectly recruit, solicit or hire (or solicit for employment by any other person or entity) any employee who is or has been employed by Edamerica or by any affiliate of Edamerica at any time during the twelve (12) months immediately preceding such solicitation or hiring.

9. Termination; Suspension of Access. (a) Either the College or Edamerica may terminate this Agreement in the event that the other party breaches this Agreement in any material respect; provided, however, that the non-breaching party shall provide thirty (30) days' prior written notice identifying such breach to the breaching party, and the breaching party shall have thirty (30) days from its receipt of such notice to cure such breach.

(b) In the event that the United States Congress or the United States Department of Education or any other federal, state or local governmental authority issues or promulgates any laws, regulations, ordinances or other guidance that would either prohibit Edamerica from performing the Services described in any Statement of Work or materially and adversely affect Edamerica's ability to perform the Services described in any Statement of Work then Edamerica shall have the right to immediately terminate, at its discretion, either the affected Statement of Work or this Agreement by providing written notice to the College.

(c) Either the College or Edamerica may, at its option, terminate this Agreement without penalty immediately upon written notice to the other party, in the event (i) that the other party becomes insolvent or unable to pay its debts when due; (ii) the other party files a petition in bankruptcy,

reorganization or similar proceeding, or, if filed against, such petition is not removed within sixty (60) days after such filing; (iii) the other party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other party's creditors.

(d) The College may immediately terminate this Agreement without penalty upon written notice to Edamerica in the event that the Institute is notified that the United States Department of Education has imposed an emergency, limitation, suspension, or termination action with regard to Edamerica's ability to contract with the Institute to administer any aspect of its participation in the Title IV, Higher Education Act programs or that Edamerica has been debarred, suspended, or voluntarily excluded government-wide from participation in covered transactions.

(e) At its election, Edamerica may suspend the provision of and access to the Services in the event any amount due and payable to Edamerica under this Agreement (which specifically includes any Statement of Work) is not received by Edamerica within thirty (30) days after it was due. The exercise of Edamerica's right to suspend access under this subsection (e) shall in no way impact Edamerica's right to terminate this Agreement in accordance with the terms of subsection (a) above of this Section. Edamerica may also suspend access to the Services immediately upon written notice to the College in the event of a material breach by the College or any of its authorized users of the security provisions of this Agreement which may comprise the integrity of Edamerica's computer systems or networks or the default prevention system until any such issue is fully resolved to Edamerica's satisfaction.

10. Limitation of Liability. EXCEPT FOR ANY DAMAGES ARISING AS A RESULT OF A PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES AND/OR PRODUCTS SUPPLIED UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. In addition, and to the fullest extent permitted by law, the College agrees to limit Edamerica's total liability under this Agreement (whether in tort, negligence, contract, strict liability or otherwise) to the College or any third party to the amount of the total amount of Fees paid by the College during the six (6) months immediately preceding the date on which the claim(s) arose.

11. Force Majeure. If Edamerica anticipates being unable or is rendered unable, wholly or in part, by a force outside the control of such party (including, but not limited to, act of God, legislative enactments, strikes, lock-outs, riots, acts of war, epidemics, fire, communication line or power failure, earthquakes or other disasters) to carry out its obligations under this Agreement, Edamerica shall give the College prompt written notice to that effect. Upon receipt of the written notice, the affected obligations of Edamerica shall be suspended so long as Edamerica is reasonably unable to so perform and Edamerica shall have no liability to the College for the failure to perform any suspended obligation during the period of suspension; provided, however, that if Edamerica's suspension of its obligations hereunder exceed thirty (30) days, then the College may at its option terminate this Agreement. Notwithstanding anything to the contrary contained herein, this clause shall not apply to the obligation of the College to pay Edamerica for services already performed by Edamerica under this Agreement.

12. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) sent by air express courier (e.g., UPS or Federal Express, etc.), charges prepaid, return receipt requested; and addressed as set forth below:

For Edamerica:

Edfinancial Services, LLC
298 North Seven Oaks Drive
Knoxville, TN 37922
Attn: Wm. Anthony Hollin
Email: thollin@edfinancial.com
Phone: (865) 342-5101

For the College:

The District Board of Trustees
of the College of Central Florida
3001 SW College Road
Ocala, FL 34474
Attn: Maureen Anderson, Dean, Enrollment Mgmt.
Email: andersom@cf.edu
Phone: (352) 854-2322, ext. 1280

13. No License. No license under any patent, trademark, copyright or other intellectual property or proprietary right is granted or implied to any information furnished by Edamerica to the College or its representatives

14. No Press Releases. Neither party to this Agreement shall give any press release or press interview on any matter pertaining to the other party without first obtaining the express written consent of the other Party.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

16. Headings. Headings used herein are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

17. No Recourse. No director, officer, member or employee of any party to this Agreement shall be liable to any other party for the taking of any action or from refraining to take any action in good faith pursuant to this Agreement.

18. Dispute Resolution. In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this Agreement or with respect to the performance hereunder by Edamerica or by the College, the parties shall attempt in good faith to resolve such dispute or disagreement informally for a period of up to thirty (30) days (unless mutually agreed otherwise in writing) from the date that a party is notified in writing by the other party of a dispute or disagreement. Once such resolution period expires, either party may exercise the rights available to it at law or in equity. The provisions of this Section shall survive any termination of this Agreement.

19. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee, excluding its conflict of laws rules. The parties submit to jurisdiction in the State of Tennessee and further agree that any cause of action arising under this Agreement shall be brought exclusively in a court in the city and county of Knoxville, Knox County, Tennessee or the United States District Court for the Eastern District of Tennessee.

20. Relationship. The parties to this Agreement intend that Edamerica shall render the Services contemplated by this Agreement as an independent contractor. Edamerica and its officers, employees and agents are not to be considered agents or employees of the College for any purpose whatsoever.

21. Severability; Waiver. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provisions shall be amended, if

possible, in order to accomplish the purposes of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22. Assignment. This Agreement and the rights and obligations of a party hereunder may be assigned by such party only with the prior written consent of the other party, in such party's sole discretion. Edamerica shall have the right to use subcontractors in connection with the performance of its duties hereunder provided that any such subcontractors shall be subject to a confidentiality agreement no less restrictive than the provisions of Section 7 of this Agreement.

23. Entire Understanding. This Agreement represents the entire understanding of the parties with respect to its subject matter, and supersedes all previous discussions and correspondence with respect thereto, and no representations, warranties or agreements, express or implied, of any kind with respect to such subject matter have been made by either party to the other, except as expressly set forth herein.

24. Amendments. This Agreement may be amended, supplemented, or modified only by written instrument duly executed by the College and Edamerica.

25. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed as of the day and the year first above written.

EDFINANCIAL SERVICES, LLC
d/b/a "Edamerica"

By: _____

Printed Name: _____

Title: _____

THE DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA

By: _____

Printed Name: _____

Title: _____

STATEMENT OF WORK

DEFAULT PREVENTION SERVICES – DELINQUENCY MANAGEMENT

This Statement of Work (this "SOW") is dated as of October 29, 2019 (the "SOW Effective Date") and is attached to and by reference hereby incorporated into that certain Master Services Agreement dated as of October 29, 2019 (the "Agreement") between The District Board of Trustees of the College of Central Florida (the "College") and Edfinancial Services, LLC, a limited liability company doing business as "Edamerica" ("Edamerica"). Edamerica agrees, in consideration of certain Fees to be paid it as provided herein, to perform the Default Prevention Services described in this SOW. Any terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

1. Set-Up Period. Intentionally deleted.

2. Scope. Provided that the College has delivered to Edamerica the required information identified in Section 3 below entitled "College Responsibilities" and based solely on the content of such information, Edamerica agrees to provide to the College certain Default Prevention Services for all of the College's delinquent student borrowers in the federal fiscal cohort population specified by the College. The College agrees to provide, or direct applicable third parties to provide, to Edamerica the information identified in Section 3 below in order for Edamerica to be able to perform the Services described in this SOW. The Default Prevention Services include the following:

- live agent campaigns with multiple call attempts
- email/mail contacts
- skip tracing with follow-up calls and letters throughout contract
- facilitate three-way calls with borrower and servicer for right party contact
- other contact or tracking means deemed necessary by Edamerica representatives to resolve delinquency
- a toll-free number for College borrowers to use

3. College Responsibilities.

(a) The College agrees to provide to Edamerica a report containing historical demographic data for all of the College's borrowers in the federal fiscal cohort population specified by the College. Such report will be in an encrypted format acceptable to both the College and Edamerica and shall contain the following information about the aforementioned borrowers:

- (i) Name
- (ii) Address
- (iii) Phone Number
- (iv) Social Security Number
- (v) Date of Birth
- (vi) Enrollment Status
- (vii) Effective Date of Enrollment Status
- (viii) Personal Email addresses (if available)

The College also agrees to provide the same data on ongoing weekly basis if and to the extent necessary for Edamerica to perform the Services hereunder with respect to borrowers whose information was not included in the initial report to be provided to Edamerica by the College. The College further agrees to authorize and designate Edamerica as a third-party servicer on behalf of the College to access such information as Edamerica reasonably needs in order to perform its Services hereunder, which access shall include, but not necessarily be limited to, access for Edamerica, under the College's access/school code, to (i) the National Student Loan Data System, (ii) student loan servicers (including the Department's Title IV Servicers) and (iii) guaranty agencies.

(b) The College acknowledges and agrees that Edamerica's obligations to perform the Services identified in Section 2 above are contingent upon its timely receipt of the weekly reports from the College as well as timely access to NSLDS, student loan servicers, and guaranty agencies as a third-party servicer, as set forth in Section

3(a) above. The College further acknowledges and agrees that all information being used by Edamerica to contact Borrowers (including but not limited to addresses, phone numbers and email addresses) will be provided to Edamerica by the College and that Edamerica shall have no liability associated with the content of the information, the accuracy of such information or otherwise.

(c) The College's contact information for Edamerica to provide to students who have complaints or other questions for the College is Maureen Anderson, andersom@cf.edu (name, address, phone number and email address).

(d) The College's contact information for Edamerica to send invoices to the College is Maureen Anderson, andersom@cf.edu (name, address, phone number and email address).
3001 SW College Rd Bld 5
Ocala FL 34474

4. Edamerica Reports. Edamerica agrees to provide to the College periodic reports regarding the results of its performance of the Services hereunder.

5. Fees. The College agrees to pay to Edamerica the following Fees with respect to the Services being provided by Edamerica under this SOW: \$500 third party servicer annual audit fee per OPEID and \$26.14 annual per borrower upon entering delinquency. The College will be invoiced monthly for those new student borrowers with respect to whom Edamerica initiated Services pursuant to this SOW during the prior month. Following the Initial Term of this SOW, the Fees are subject to annual increase equal to the greater of (i) three percent (3%) or (ii) the percentage increase during the prior twelve month period in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982–1984=100 reference base, as reported by the U.S. Department of Labor – Bureau of Labor Statistics.

6. Term. The initial term of this Statement of Work shall be one year commencing on the SOW Effective Date and expiring one year later (the "Initial Term"). Upon the expiration of the Initial Term of this SOW, this SOW shall automatically renew for successive one (1) year periods (each a "Renewal Period") up to a total of five (5) years unless the College or Edamerica shall have provided written notice to the other party of its intent not to renew this SOW by not later than sixty (60) days prior to the expiration of the Initial Term or Renewal Period of this SOW. Notwithstanding anything to the contrary, in the event of any consecutive 12-month period of inactivity under this SOW, Edamerica shall have the right to terminate this SOW in its entirety by providing written notice to the College.

Notwithstanding anything to the contrary contained herein, upon the commencement of any Renewal Period and in addition to annual adjustments as referenced in Section 5 above, Edamerica shall have the right to adjust the Fees upon written notice from Edamerica to the College. Any such adjustment shall take effect from and after the effective date specified in such notice unless the College notifies Edamerica in writing not less than thirty (30) days prior to such effective date that such adjustment is unacceptable to the College. In the event of such a notice from the College, then Edamerica may either:

- (a) Continue to perform its obligations under this SOW in which case the College shall continue to pay the Fees in effect immediately prior to the most recent notice of adjustment from Edamerica; or
- (b) By written notice to the College, terminate this SOW.

7. Time Limit of Offer. If this SOW is not fully executed by both parties before 6:00 p.m. Eastern time on December 31, 2019 (the "Expiration Date"), then the offer of terms and conditions by Edamerica as reflected in this SOW shall expire at such time on the Expiration Date.

IN WITNESS WHEREOF, the parties have caused this SOW to be fully executed as of the SOW Effective Date identified above.

EDFINANCIAL SERVICES, LLC
d/b/a "Edamerica"

By: _____

Printed Name: _____

Title: _____

THE DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA

By: _____

Printed Name: Joyce Brancato

Title: Board Chair

STATEMENT OF WORK

COHORT DEFAULT RATE APPEAL SERVICES

This Statement of Work (this "SOW") is dated as of October 29, 2019 (the "SOW Effective Date") and is attached to and by reference hereby incorporated into that certain Master Services Agreement dated as of October 29, 2019 (the "Agreement") between The District Board of Trustees of the College of Central Florida (the "College") and Edfinancial Services, LLC, a limited liability company doing business as "Edamerica" ("Edamerica"). Edamerica agrees, in consideration of certain Fees to be paid it as provided herein, to perform the Cohort Default Rate Appeal Services described in this SOW. Any terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Agreement.

1. Set-Up Period. Intentionally deleted.

2. Scope. Provided that the College has delivered to Edamerica the required information identified in Section 3 below entitled "College Responsibilities" and based solely on the content of such information, Edamerica will assist the College in challenging incorrect information contained in the current cohort default rates specified by the College including borrowers who are placed incorrectly in such cohorts. Our analysts will identify potential appeals to the applicable cohort rate for the College should the information contained in the rate be incorrect.

3. College Responsibilities.

(a) The College agrees to provide to Edamerica the LRDR report and applicable enrollment records to include:

- (i) Name
- (ii) Address
- (iii) Social Security Number
- (v) Date of Birth
- (vi) Enrollment Status
- (vii) Last Date of Attendance

The College agrees to authorize and designate Edamerica as a third-party servicer on behalf of the College to access such information as Edamerica reasonably needs in order to perform its Services hereunder, which access shall include, but not necessarily be limited to, access for Edamerica, under the College's access/school code, to (i) the National Student Loan Data System, (ii) student loan servicers (including the Department's Title IV Servicers) and (iii) guaranty agencies.

(b) The College acknowledges and agrees that Edamerica's obligations to perform the Services identified in Section 2 above are contingent upon its timely receipt of the weekly reports from the College as well as timely access to NSLDS, student loan servicers, and guaranty agencies as a third party servicer, as set forth in Section 3(a) above.

(c) The College's contact information for Edamerica to provide to students who have complaints or other questions for the College is Maureen Anderson andersom@cf.edu (name, address, phone number and email address).

(d) The College's contact information for Edamerica to send invoices to the College is Maureen Anderson 3001 SW College Rd Ocala FL 34474 (name, address, phone number and email address). andersom@cf.edu

4. Edamerica Reports. Edamerica agrees to provide to the College periodic reports regarding the results of its performance of the Services hereunder.

5. Fees. The College agrees to pay to Edamerica the following Fees with respect to the Services being provided by Edamerica under this SOW: \$78.41 per hour. Following the Initial Term of this SOW, the Fees are subject to annual increase equal to the greater of (i) three percent (3%) or (ii) the percentage increase during the prior twelve month period in the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all

items, not seasonally adjusted, 1982–1984=100 reference base, as reported by the by the U.S. Department of Labor – Bureau of Labor Statistics.

6. Term. The initial term of this Statement of Work shall be one year commencing on the SOW Effective Date and expiring one year later (the "Initial Term"). Upon the expiration of the Initial Term of this Agreement, this SOW shall automatically renew for successive one (1) year periods (each a "Renewal Period") up to a total of five (5) years unless the College or Edamerica shall have provided written notice to the other party of its intent not to renew this Agreement by not later than sixty (60) days prior to the expiration of the Initial Term or Renewal Period of this Agreement. Notwithstanding anything to the contrary, in the event of any consecutive 12-month period of inactivity under this SOW, Edamerica shall have the right to terminate this SOW in its entirety by providing written notice to the College.

Notwithstanding anything to the contrary contained herein, upon the commencement of any Renewal Period and in addition to annual adjustments as referenced in Section 5 above, Edamerica shall have the right to adjust the Fees upon written notice from Edamerica to the College. Any such adjustment shall take effect from and after the effective date specified in such notice unless the College notifies Edamerica in writing not less than thirty (30) days prior to such effective date that such adjustment is unacceptable to the College. In the event of such a notice from the College, then Edamerica may either:

- (a) Continue to perform its obligations under this Agreement in which case the College shall continue to pay the Fees in effect immediately prior to the most recent notice of adjustment from Edamerica; or
- (b) By written notice to the College, terminate this Agreement.

7. Time Limit of Offer. If this Agreement is not fully executed by both parties before 6:00 p.m. Eastern time December 31, 2019 (the "Expiration Date"), then the offer of terms and conditions by Edamerica as reflected in this Agreement shall expire at such time on the Expiration Date.

IN WITNESS WHEREOF, the parties have caused this SOW to be fully executed as of the SOW Effective Date identified above.

EDFINANCIAL SERVICES, LLC,
d/b/a "Edamerica"

By: _____

Printed Name: _____

Title: _____

THE DISTRICT BOARD OF TRUSTEES OF THE
COLLEGE OF CENTRAL FLORIDA

By: _____

Printed Name: Joyce Brancato

Title: Board Chair

COLLEGE OF CENTRAL FLORIDA

9

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Board Policies/Actions

INITIATOR: James Henningsen, Ed.D

DATE: March 13, 2020

BACKGROUND AND PERTINENT FACTS (including Objective):

The following policies were presented to the District Board of Trustees for first reading at the February 26, 2020 meeting. A public hearing on the revised policies were advertised as required by state statute:

(1) 6.31 Staff and Program Development

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees hold a public hearing on the subject policies and then approve the policies as presented.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: STAFF AND PROGRAM DEVELOPMENT	Number: 6.31	Page: 1 of 1
	See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Legal Authority: §§1001.02 (1), 1001.64(2), 1001.64(18), 1011.82(1), 1010.01, 1010.02, Florida Statutes §6A-14.029, Florida Administrative Code	Board Adoption/Revision Approval Dates: 8/24/04	

Within the annual operating budget for the College, the President shall allocate funds for staff and program development. The general purpose of the allocation is for:

- (1) The improvement of employee performance through activities which update or upgrade competencies specific for present or planned positions.
- (2) The evaluation and improvement of existing programs, including the design of evaluation instruments to establish a basis for improvements as well as the designing of new programs.
- (3) The achievement of goals for implementation of its Educational Equity Act plan and other related EA/EO activities.

Funds not spent during a fiscal year will revert to the general college budget.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: STAFF AND PROGRAM DEVELOPMENT	Number: 6.31	Page: 1 of 1
Legal Authority: §§ Florida Statutes 1001.02 (1), 1001.02(9)(d) , 1001.64(2), 1001.64(18), 1011.82(1), 1010.01, 1010.02, Florida Statutes §FAC: 6A-14.029 , Florida Administrative Code § 1111	See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Board Adoption/Revision Approval Dates: 8/24/04	

Within the annual operating budget for the College, ~~a minimum of two percent (2%) of the previous year's funding for the community college program fund will be allocated the President shall allocate funds~~ for staff and ~~program~~ professional development. The general purpose of the allocation is for:

- (1) The improvement of employee performance through activities which update or upgrade competencies specific for present or planned positions.
- (2) The evaluation and improvement of existing programs, including the design of evaluation instruments to establish a basis for improvements as well as the designing of new programs.
- (3) The achievement of goals for implementation of ~~its the current state~~ Educational Equity Act plan and other related EA/EO activities.

~~In the event of inadequate college funding, the President may recommend to the Board a reduction in the 2% requirement.~~ Funds not spent during a fiscal year will revert to the general college budget.

COLLEGE OF CENTRAL FLORIDA

10

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Monthly Financial Summary Reports

INITIATOR: Charles A. Prince
Vice President of Administration & Finance

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

Each month the Board is provided with Monthly Financial Summary Reports for all funds and additional information of general college operations (Fund 1) indicating major fiscal matters, including trends, revenue, and expense analysis. The Monthly Financial Summary Reports are attached.

RECOMMENDATION/ACTION REQUESTED:

That the Board acknowledges the receipt of the Monthly Financial Summary Reports 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 FEBRUARY 29
FOR FISCAL YEARS 2019 AND 2020

Reflecting Actual Results for 67% of the Fiscal Year

	FY2018-19 2/28/2019	FY2019-20 2/29/2020	19/20 % Inc (Dec)	18/19 % Inc (Dec)	FY2019-20 Budget	19/20 % of Budget Recognized	18/19 % of Budget Recognized
REVENUES							
1 Student Fees	11,426,053	11,785,354	3%	-2%	14,405,488	82%	78%
2 State Support	12,953,798	14,467,344	12%	7%	24,226,607	60%	55%
3 Other Revenue	1,051,056	1,357,566	29%	13%	2,121,484	64%	77%
4 TOTAL REVENUE	25,430,907	27,610,264	9%	3%	40,753,579	68%	64%
EXPENSES							
Personnel Expense							
5 Salary and Wages	14,467,469	14,739,066	2%	4%	23,423,402	63%	62%
6 Employee Benefits	3,612,766	3,754,027	4%	7%	6,056,902	62%	58%
7 Subtotal Personnel Expense	18,080,235	18,493,093	2%	4%	29,480,304	63%	61%
Current Expenses							
8 Operating	5,280,925	5,095,845	-4%	8%	7,503,546	68%	75%
9 Supply & Material	645,859	645,685	0%	16%	1,098,536	59%	60%
10 Scholarships & Other Exp	571,537	1,340,215	134%	28%	2,451,193	55%	64%
11 Subtotal Current Expense	6,498,321	7,081,745	9%	10%	11,053,275	64%	72%
12 Capital Outlay Expense	735,994	74,755	-90%	87%	220,000	34%	82%
13 TOTAL EXPENSES	25,314,550	25,649,593	1%	7%	40,753,579	63%	64%
14 Incr/Decr to Fund Balance	116,357	1,960,671	1585%	-91%	0		

COLLEGE OF CENTRAL FLORIDA

February 2020 Financial Summary

Variance Notes

FY 2018-19 TO FY 2019-20

Revenues

- Line 1: Decrease in enrollment offset by tuition increase compared to this period last year.
- Line 2: State Appropriations increased compared to this period last year but the lottery funds will decrease by \$2.2M in the next five months.
- Line 3: Increase in interest revenue, conference services and 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: Increase in repair/maintenance annual contracts offset by timing of payment for property and general liability insurance compared to this period last year.
- Line 9: Decrease in materials and supplies compared to this period last year.
- Line 10: Appleton transfers out but a decrease in fundable fee waivers compared to this period last year.
- Line 12: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA
SCHEDULE OF ACCOUNTS
Income Statement
As of February 29, 2020

	CURRENT FUND UNRESTRICTED	CURRENT FUND RESTRICTED	AUXILIARY CURRENT	LOAN AND ENDOWMENTS	SCHOLARSHIP RESTRICTED	UNEXPENDED PLANT	TOTAL
	Fund 1	Fund 2	Fund 3	Fund 4	Fund 5	Fund 7	
Revenue:							
Student Fees	11,785,354	856,570	-	-	504,835	1,605,100	14,751,859
State Support	14,467,344	-	-	-	-	-	14,467,344
Federal Support	65,136	-	-	-	24,618,167	-	24,683,303
Gifts, Grants	-	1,867,867	-	-	159,665	-	2,027,532
Sales and Service Department	354,824	239,976	843,140	1,965	-	-	1,439,905
Endowment Income (Interest)	280,960	-	-	-	-	-	280,960
Other Revenue	551,604	695,310	-	-	1	4,221	1,251,136
Non-Revenue Receipts (transfers)	105,042	900,000	-	-	-	-	1,005,042
Total Revenue	27,610,264	4,559,723	843,140	1,965	25,282,668	1,609,321	59,907,081
Expenses:							
Personnel Services	18,493,093	2,330,795	195,550	-	-	58,344	21,077,782
Current Expense	7,081,745	1,291,622	347,579	-	25,443,529	300,170	34,464,645
Capital Outlay	74,755	660,471	6,400	-	-	2,099,098	2,840,724
Total Expenses	25,649,593	4,282,888	549,529	0	25,443,529	2,457,612	58,383,151
Net Change in Fund Balance	1,960,671	276,835	293,611	1,965	(160,861)	(848,291)	1,523,930

COLLEGE OF CENTRAL FLORIDA

11

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Patriot PRIDE Update

INITIATOR: Dr. Vernon Lawter
Vice President of Regional Campuses

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

Dr. Lawter will provide a Patriot PRIDE update.

RECOMMENDATION/ACTION REQUESTED:

For the Board's information only – No action needed.

COLLEGE OF CENTRAL FLORIDA

12

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: COVID-19 Planning Update

INITIATOR: Dr. Vernon Lawter
Vice President of Regional Campuses

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

Dr. Lawter will provide a COVID-19 planning update.

RECOMMENDATION/ACTION REQUESTED:

For the Board's information only – No action needed.

COLLEGE OF CENTRAL FLORIDA

13

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: March 25, 2020

SUBJECT: Legislative Update

INITIATOR: Dr. James Henningsen,
President

DATE: March 13, 2020

OBJECTIVE AND PERTINENT FACTS:

Dr. Henningsen will provide a legislative update.

RECOMMENDATION/ACTION REQUESTED:

For the Board's information only – No action needed.