

---

---

**College of Central Florida  
Meeting of the District Board of Trustees  
Wednesday, May 29, 2019  
3:00 p.m.  
Ocala Campus  
Ocala, FL**

**A G E N D A**

---

---

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

---

**PUBLIC COMMENT**

---

**RECOGNITION**

---

**CONSENT AGENDA**

**Routine Business**

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

**Agreements, Contracts, Leases**

5. Health Care Affiliation & Internship Agreements
6. Appleton Museum of Art Loan Agreement
7. Agreements for Services of International Independent Contractors
8. Agreement between University of North Florida and the College of Central Florida  
– Renewal
9. Agreement to Sublease the Airport Facility Driving Pad to the School Board of  
Marion County – Renewal
10. 2018-2019 Equity Report

---

**PRESENTATION**

Athletics & Wellness

---

**OTHER BUSINESS**

**For Approval**

11. Appleton Museum of Art Loan Agreement – Museum of International Folk Art
12. RFQ 19-1 Energy Performance Savings Recommendation for Award
13. 2018-2019 Annual State Requirements for Educational Facilities (SREF) Report – Fire, Safety, Sanitation and Casualty Inspection

**For the Record (First Reading)**

14. Board Policies/Action – Rule Development/Repeal/Revision
  - a. Student and Mandatory Fees for 2019-2020
  - b. Policy 3.17 – Public Records

**Acknowledge Receipt**

15. Financial Information – Monthly Financial Summary Report
16. Appleton Cultural Center, Inc. – Annual Financial Audit Ending December 31, 2018

**For Information Only**

17. 2019-2020 Technology Plan
  18. Board Calendar for 2019-2020
  19. Legislative Update
- 

**BOARD CHAIR/TRUSTEE REMARKS**

---

**PRESIDENT’S REPORT**

---

**ADJOURNMENT**

**COLLEGE OF CENTRAL FLORIDA**

1

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Minutes of the April 24, 2019 Meeting

INITIATOR: Dr. James D. Henningsen,  
President

DATE: May 22, 2019

---

**OBJECTIVE AND PERTINENT FACTS:**

The college requests approval of the April 24, 2019 minutes of the meeting of the District Board of Trustees.

**RECOMMENDATION/ACTION REQUESTED:**

That the Board approve the minutes of the meeting of the District Board of Trustees held April 24, 2019.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, April 24, 2019 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held on the Citrus Campus.

Members Present: Russell Branson, Chair	Bobby Durrance
Joyce Brancato, Vice Chair	Dr. Robert Winsler
Avis Marie Craig	James D. Henningsen, Board Secretary
Randy Ewers	Robert Batsel, College Attorney
Bill Edgar	

Members Absent: None

Lois Brauckmuller, Berry Davis, Danielle Doty, Christopher Knife, Vernon Lawter, Jessica Kummerle, Joe Mazur, Robert Reynolds, Mark Paugh, Jillian Ramsammy, Saul Reyes, Holly McGlashan, Allan Danuff, Justine Govantes, Sonja Warden, Eileen McDonald 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 Head Baseball Coach Marty Smith who was inducted into the National Junior College Athletic Association Hall of Fame. Dr. Allan Danuff was recognized for achieving the Phi Theta Kappa Five Star Advising award at the international conference. Phi Theta Kappa students were recognized for the All-Star Academic Team and received a certificate and medal. Citrus Leadership students recognized were Alejandra Fernandez, Caitlyn Dye, Alexia Duncan, Emily Butler, Ja'Onna Brown, Madison Hess and Clint Adams.

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

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

The minutes of the March 27, 2019 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:**

Harrison, Alicia M. – Student Services Specialist – Enrollment Services – Citrus Campus – March 25, 2019

Keefer, Nancy N. – Instructional Designer/Compliance Specialist – E-Learning – April 16, 2019

Wutzler, Mike J. – Accountant III – Financial Operations – April 16, 2019

**Grants and Contracts – Fund 2:**

Applewhite, Novella V. – First Year Success Specialist – Title III – Student Success – April 1, 2019

**Auxiliaries – Fund 3:**

None this reporting period.

**Reorganizations:**

None this reporting period.

**CALL TO ORDER**

**PRESENT**

**ABSENT**

**OTHERS IN ATTENDANCE**

**RECOGNITION**

**PUBLIC COMMENT**

**CONSENT AGENDA**

**Minutes**

**Personnel Report**

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

Monier, Eric L.

**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:

Baroni, Glenda L.

**Temporary Part -Time Career Service: OPS**

Blevins, James R.                      Hoey, Marcela M.                      Palladino, Stephanie P.  
Fox, Joshua B.                              Mizrachi, Ronald S.

**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 \$8.25:

Getfield, Kenese S.                      Traverso, Santiago O.                      Quinones-Lugo, Ruben J.

**Notification of engagement in outside employment or extra college activities:**

Helsel, Jennifer R.

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

Stahl, Steven P. – PC/AV Technician – Business & Technology – April 30, 2019  
Starr-Bowe, Debbie – Dean – Student Success – Student Affairs – July 31, 2019  
Towns, Debora J. – Faculty – Business – Business & Technology – August 16, 2019  
Warner, Barbara A. – Staff Assistant IV – Liberal Arts & Sciences – August 7, 2019

**Resignations:**

Besser, Kelly M. – Dual Enrollment Coordinator – Enrollment Management – April 12, 2019  
Deese, Thomas E. – Trades Specialist – Electrician – Facilities – March 28, 2019  
Moring, Patricia J. – Coordinator – Food Services – Conference & Food Services – April 1, 2019

**Terminations.**

Anderson, Charles S. – Disability Services Access & Accommodations Specialist – Disability Services – March 7, 2019

**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:

- Huertas, Linda T. – Staff Assistant IV – Student Success
- Reyes, Sharon L. – Staff Assistant III – Child Care
- Schweighardt, Rebecca E. – Librarian – Learning Resources Center
- Stone, Crystal N. – Executive Administrative Assistant – President’s Staff

**Market Pricing Equity Adjustment Effective April 1, 2019**

Colleli, Victoria A. – Director – Disability Services

**2018-2019 Appointment Roster – Administrative Personnel:**

Anderson, Maureen M.	Gonsalves, Dawn L.	Morelock, Tommy C.
Ash, Steven B.	Hoffman, Patrick R.	Paugh, Mark L.
Austin, George A.	Klepfer, Jennifer S.	Ramsammy, Jillian D.
Benlolo, Henri	Knife, Christopher R.	Reyes, Saul
Starr-Bowe, Debbie	Lawter Jr, Vernon L.	Robinson, Raphel R.
Brauckmuller, Lois E.	Mazur III, Francis J.	Smith, Lisa M.
Cortes, Stephanie M.	McGinnes, Rodney S.	Viviano-Broderick, Tamara F.
Danuff, Allan G.	McGlashan, Holland M.	Wilson, Karla B.
Faust, Teresa R.	McIntosh, Charles	Wolf, Robert J.
Fryns, Jennifer L.	Menadier, Judy D.	Zelinski, Robert A.

**Instructional:**

**Advancement in Rank – Effective with New 2019-2020 Academic Contract:**

Haisten, Judy M. – Faculty – Communications – Professor to Senior Professor
Minnerly, Elizabeth M. – Faculty – Librarian – Professor to Senior Professor
Hoesterey, Jane F. – Faculty – Associate Degree Nursing – Health Sciences – Associate Professor to Professor
Meier, James E. – Faculty – Humanities and Social Sciences – Associate Professor to Professor
Riley, Darrell G. – Faculty – Humanities and Social Sciences – Associate Professor to Professor
Stancil, Karen I. – Faculty – Sciences – Associate Professor to Professor
Alling, Melissa F. – Faculty – Communications – Citrus – Assistant Professor to Associate Professor
Dosh, Shannon D. – Faculty – Communications – Assistant Professor to Associate Professor
Martin, Angela T. – Faculty – Associate Degree Nursing – Health Sciences – Assistant Professor to Associate Professor

**Recommended for Continuing Contract - Faculty – Instructors:**

Faculty	Division	Department
Ajlani, Husam I.	Engineering	Business & Technology
Ash, John D.	Music	Visual & Performing Arts
Becker, Deborah L.	Simulation Lab	Health Sciences
Bosley, Andrew L.	Mathematics	Mathematics
Davis, Sandra D.	Business – IT	Business & Technology
Dees, James B.	Digital Media	Visual & Performing Arts
Fakhoury, Jamal	Anatomy & Physiology	Sciences
Kim, Kyoung-Tae	Physical Science	Sciences
Mazur, Jennifer A.	Communications	Communications
Moody, Cynthia M.	BAS Program	BAS Program
Sampson, Eric A.	Anatomy & Physiology	Sciences
Smith, Eliza I.	Associate Degree Nursing	Health Sciences

**Recommended for Annual Contract for 2019-2020 Academic Year**

1st year	2nd year	3rd year
Maurer, Sonya K.	Broaderick, Travis S.	Amesbury, Elaine
Rolland, Roberta A.	Fugate, Michael L.	Bledsoe, John M.
	Helsel, Jennifer R.	Chamales, Pamela A.
	King, Barbara G.	Davis, Mark T.
	Maddex, Matthew C.	Downs, Kathleen R.
	Mills, Kelli H.	Longtin, Jason P.
	Pasquale, Denise H.	Robinson, Renae K.
	Quigley, Melissa R.	Schneiderman, Jon L.
	Sciotto, Frances-Ann	Vidal, Lisandra DLC
	Tolbert, Melissa R.	Watts, Chelsea A.
	Toro-Clarke, Jose A.	Young, Graham D.
	Wagner, Kathryn T.	Zarillo, Lorraine B.

4th year	5th year	6th year exceptions
Bufka, Lori A.	Albritton, Matthew C.	Parkin, Warren S.
Cote, Zackery S.	McCannon, Julee W.	Delgado-Oakwood, Virginia
Duncan, Jennifer L.	Osborne, Amy E.	Maltais, Lynn M.
Martineau, Tammy J.	Penegor, Clare M.	
Mathew, Abraham		
Sims, Amira H.		
Tickle, June E.		
Vang, Judith C.		
Wilkerson, Uvonda S.		

**Recommended for Non-Renewal of Annual Contract:**

None this reporting period.

The Board was asked to approve the disposal of 49 items of surplus property valued at \$52,591.81 in accordance with applicable state law, State Board of Education rules, and Board policy.

At the March meeting, the Curriculum Committee recommended several course and program modifications, a new program and new courses to the current curriculum, which the President has recommended for approval.

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 agreement on behalf of the College of Central Florida.

The Board was asked to ratify approval of the Appleton Museum of Art Loan Agreements and gives authorization to the Board Chair to sign the agreements on behalf of the College of Central Florida.

The Board was asked to ratify approval of the F-BAT Agreement between Miami Dade College and College of Central Florida – Renewal and gives authorization to the Board Chair to sign the agreements on behalf of the College of Central Florida.

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

The Board was asked to approve the Proclamation on Free Speech. Upon a motion by Joyce Brancato, seconded by Bobby Durrance and unanimously passed, the Board approved the Proclamation on Free Speech.

Mr. Mazur, Vice President of Administration and Finance reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the comparative periods ended March 31 and March 31 for the fiscal years 2017-2018 and 2018-2019. The report included information about general college operations (Fund 1). The Chair acknowledged receipt of the reports on behalf of the Board. The Chair reminded board members that the list of warrants would no longer be presented at board meetings but was available upon request.

Mr. Mazur reviewed the highlights of the Auditor General Report No. 2019-194 – Financial Audit. This report is a Financial Audit for the Fiscal Year ending June 30, 2018. An Executive Summary was distributed at the meeting. The college had a perfect audit.

Mr. Mazur reviewed the highlights of the Auditor General Report No. 2019-186 – State of FL Compliance and Internal Controls over Financial Reporting and Federal Awards for the Fiscal year ending June 30, 2018. The audit finding and the college’s corrective action plan were reviewed.

**Property Donations/  
Dispositions**

**Curriculum Changes**

**Health Care Affiliation &  
Internship Agreements**

**Appleton Museum of Art  
Loan Agreement**

**F-BAT Agreement  
between Miami Dade  
College and College of  
Central Florida - Renewal**

**Approval of Consent  
Agenda**

**OTHER BUSINESS**

**Proclamation on Free  
Speech**

**ACKNOWLEDGE  
RECEIPT**

**Financial Information –  
Monthly Financial**

**FOR INFORMATION  
ONLY**

**Auditor General Report  
No. 2019-194, Operational  
Audit**

**Overview of Auditor  
General Report No. 2019-  
186; State of Florida  
Compliance and Internal  
Controls Over Financial  
Reporting and Federal  
awards**



Dr. Vernon Lawter provided the board with a Citrus Campus update. The 31<sup>st</sup> volume of “In the Write Mind” was published in April. Space for a fitness room has been designated with spin bikes, treadmills and other equipment. Citrus has partnered with the Community Food Bank of Citrus to create a food pantry. The Golden Citrus Awards will be hosted on campus which recognizes outstanding high school students and a Citrus 2021 cohort will provide a new group of high school juniors. A grant request for \$120,000 has been submitted to purchase two patient simulators for the nursing program. A partnership with the Citrus County Chamber of Commerce has been formed to develop the new Citrus 2030 Community Visioning project which will put together focus groups to plan the next ten years of community development.

**Citrus Campus Update**

Jessica Kummerle provided an update to the board on the 2019 legislative session. She discussed the current status of the budget and where the House and Senate currently are in their budget negotiations. Kummerle also gave an update on the status of higher education legislation. The language found in multiple bills includes apprenticeship programs, 2+2 articulation, last mile scholarship and reverse transfer. Currently, only two higher education bills have made it through all the committee stops.

**Legislative Update**

There was discussion regarding board reappointments.

**BOARD CHAIR/  
TRUSTEE COMMENTS**

**PRESIDENT’S REPORT**

**Jack Wilkinson Levy Campus Update.** On April 9, the Jack Wilkinson Levy Campus hosted 40 juniors from Chiefland Middle/High School for a “Day on Campus.” Students spent half a day on the Levy Campus. Activities included a campus tour, shadowing 3 different lectures for 20 minutes each, an information session with the LRC Coordinator and student tutors, a team building competition, lunch, and a Q&A session with members of the Levy SAB.

**Jack Wilkinson Levy  
Campus Update**

**Shop Talk Cancer Awareness Program.** On April 15, Marketing and Public Relations hosted a Shop Talk Cancer Awareness program on “Brain Health: What’s New in Cancer and Stroke Prevention and Treatments.” More than 150 community members attended the program that is held in partnership with the Ocala Royal Dames for Cancer Inc. and Ocala Health. The next Shop Talk program will be held in October and will focus on breast cancer.

**Shop Talk Cancer  
Awareness Program**

**Higher Education Happenings Show.** The WOCA Higher Education Happenings radio show on April 19 focused on “Researching Career Paths.” **Dr. Victoria Colleli**, Director of Access Services, and **Cori Wiygul**, Career Pathways Coordinator, represented CF and were accompanied by **Crystal Flynn** from Webster University. The talk radio show is facilitated by CF Marketing and Public Relations.

**Higher Education  
Happenings Show**

**Marketing and Public Relations Awards.** **Tina Banner**, Manager of Marketing and Public Relations, brought home several awards from the Florida Public Relations Association Image Awards ceremony on April 17. **Banner** earned the Grand Image Award, Image Award and Judges’ Award for CF social media platforms in the Online Audience Engagement category, and an Image Award and Judges’ Award for the Insider employee e-newsletter in the Online Newsletter category.

**Marketing and Public  
Relations Awards**

**Community Outreach.** The Marketing and Public Relations team represented the college at Marion County’s 175<sup>th</sup> Anniversary Celebration on March 30 and Dunnellon Boomtown Days on April 13. On May 4, the MPR team will share college information at the Kirby Farms Big Birthday Bonanza. The annual event is held at Kirby Farms in Williston in partnership with the Chick-Fil-A Leader Academy and is open only to foster children.

**Community Outreach**

**Friday Talks Business Advancement Series.** The Friday Talks Business Advancement Series on April 26 will feature **Leann Manley**, CF Associate Professor of Biological Sciences, who will discuss “Better Nutrition for a Healthy Gut.” The program is held at the Hampton Center and begins at 8:30 a.m. The March 29 Friday Talks presentation featured “Where Education Meets the Horse Industry,” with 27 attendees. The presentation included **Dr. Judy Downer**, Professor and Program Manager of Equine Studies; **Tammy Gantt**, Associate Vice President of the Florida Thoroughbred Breeders’ and Owners’ Association; and CF graduate and intern **Kaitlyn Grimes**. Friday Talks is facilitated by Marketing and Public Relations.

**Friday Talks Business Advancement Series**

**American Association of Community Colleges (AACC).** The 99<sup>th</sup> AACC National Convention was held in Orlando April 12 - 16. **Dr. Saul Reyes, Dr. Mark Paugh, Dr. Jillian Ramsammy** and **Dr. Henningsen** attended the conference. Drs. Henningsen and Ramsammy also gave a presentation on the CF experience of implementing AACC’s 21<sup>st</sup> Century Initiative at CF. Dr. Henningsen also attended the AACC Board of Directors meetings.

**American Association of Community Colleges (AACC)**

**Student Life/Student Activities Board.** Three members of the Ocala Student Activities Board (**Deonte Smith, Kervin Scotland** and **Jada Moody**) along with their advisor, **Marjorie McGee**, attended the Florida College System Student Government Association (FCSAA) Year-End Conference at Hillsborough Community College. They heard presentations from Dale Mabry Campus President **Dr. Allen Witt** and keynote speaker **Daniel Caron**, a professional speaker and photographer. The students participated in a Region 2 business meeting, presidents’ assembly, awards banquet and had 23 different educational sessions to choose from over the two-day conference. **Mikel James**, Student Life Coordinator, was inducted into the FCSAA Hall of Fame during the awards ceremony for his time at CF as a student involved with SAB.

**Student Life/Student Activities Board**

**Torch Run.** On April 19, **Dr. Charles McIntosh**, Dean of Public Service/Criminal Justice, **Kat Kelley**, Criminal Justice Coordinator, along with 35 law enforcement academy students participated in the Marion County Torch Run. Law enforcement officers from over 300 Florida agencies participate in the state-wide Torch Run to benefit the athletes of the Special Olympics Florida.

**Torch Run**

**Vintage Farm.** Three BAS Equine Specialization students, **Kaitlyn Grimes, Nicole Dawson** and **Angelica Farrel-Jensen**, staged the first Equine Education Day on Saturday, April 6, at Vintage Farm. Students in the program are required to organize an equine event as part of their capstone project. Participants in the daylong event learned about handling, first aid, and feeding of horses. These will be the first three bachelor-level students to graduate with an Equine Specialization at the spring ceremony in May.

**Vintage Farm**

**Campus Suicide Prevention.** On April 1, **Tom Walsh**, Director of the Campus Suicide Prevention, presented at Mega Monday held at the Learning Resources Center. There were 60 students/staff/faculty in attendance.

**Campus Suicide Prevention**

**CF Counseling Office.** The current issue of CF’s Patriot Press features Club Advisor **Madelyn Ballard**, LMHC, Coordinator of Counseling and Community Resources, and the P.R.E.P. club she established at CF in 1998. The purpose of the Psychological Rehabilitation Education Program (P.R.E.P.) is to help students with psychological challenges achieve their academic goals. P.R.E.P. assists with college retention and focuses on setting goals, motivational techniques, and leadership skills. The P.R.E.P. Club engages all CF students to accomplish their endeavors.

**CF Counseling Office**

**Educational Opportunity Center.** **Dr. Leonard Everett**, Director, Student Success and Educational Outreach Programs, along with Educational Outreach Program Coordinators, **Regina Darling-James, Keith Bracey** and **Dejuan Mills**, continue to make presentations in schools and community organizations in Citrus, Levy, and Ocala to assist prospective students with college admission and financial aid applications. Hampton Campus EOC Coordinator **Dejuan Mills** provided EOC services display and information at the Greater Ocala Community Development Corporation, Jobs and Job Skills Expo for West Ocala on April 11.

**Educational Opportunity Center**

**Academic Affairs.** On March 29, CF Teacher Education partnered with the Early Learning Coalition of Marion County to host the 31<sup>st</sup> Annual Early Childhood Education Conference. Over 450 participants spent the day receiving professional development and continuing education in the field of early childhood education. **Dr. Mike Jordan**, received the Children's Champion award for his work in the community as an advocate for young children. Dr. Jordan is a retired physician and was the executive director of the Marion County Children's Alliance for nearly two decades.

**Academic Affairs**

**Corporate College.** College of Central Florida and the CF Corporate College sponsored the ExCEptional Mornings breakfast on April 17 by the Ocala/Marion County Chamber & Economic Partnership (CEP). **Dr. James Henningsen** and **Dr. Jennifer Fryns** shared information on how CF continues to collaborate with the business industry in Marion County to produce a skilled and talented workforce which meets local needs.

**Corporate College**

**Workforce Conference.** College of Central Florida was one of the sponsors of the first State of the Workforce Conference: Cultivating Your 21<sup>st</sup> Century Workforce hosted by CareerSource Citrus/Levy/Marion on April 18. Topics covered included state and regional economic and labor market growth projections, creating an intergenerational work place, and effective business and education partnerships. **Dr. Henningsen** participated on an education panel with the school superintendents from Citrus, Levy, and Marion counties.

**Workforce Conference**

**Career and Professional.** **Dr. Jennifer Fryns** represented CF on the first inter-city visit between Ocala and Lexington, KY, hosted by the Ocala/Marion County Chamber & Economic Partnership (CEP). Forty-three community representatives participated and attended on-site sessions demonstrating how Lexington approaches issues such as business and education partnerships, farm preservation, homelessness, arts and culture, diversity and equine tourism.

**Career and Professional**

**Stearns Learning Resources Center.** The Grand Reopening of the Stearns Learning Resources Center took place on March 27. **Dr. James Henningsen** and **Dr. Tammi Viviano-Broderick** addressed the standing-room only crowd, welcoming over 300 guests and offering information on the history of the building, the year-long construction, and the new space. The ceremonial ribbon was cut by **Dr. Jim Henningsen, Mr. Randy Ewers, Dr. Mark Paugh, Dr. Tammi Viviano-Broderick, Ms. Karla Wilson, Mr. Tommy Morelock, and Ms. Katie Hunt.** Free food and branded give-away items were given to attendees throughout the day. Guests were invited to participate in a scavenger hunt and attend mini-information sessions throughout the building. Over 1,100 students, staff, faculty and patrons entered the building throughout the day. The renovated space, paid for primarily from the \$2.1 million Title III grant and using internal facilities resources, now includes the Learning Commons space, an information desk, a mindfulness room, a conference room, and Cliff's Cyber Café with extended hours.

**Stearns Learning Resources Center**

**Library Out Loud.** CF alumna, **Sandra Friend**, author of 40 books on hiking and travel in Florida and elsewhere, was the featured speaker for the Library Out Loud speaker series during National Library Week in April. Sandra presented two programs, one on hiking opportunities in Central Florida, and one on writing about the outdoors, to 65 attendees, on April 10, in the new Learning Commons area of the Stearns Learning Resources Center.

**Library Out Loud**

**Cyber Security and Virtual Reality.** Former U.S. Congressman **Cliff Stearns** presented on Cyber Security and Virtual Reality on April 17 to 40 attendees in the new Learning Commons area of the Clifford B. Stearns Learning Resources Center, which houses Cliff's Cyber Café.

**Cyber Security and Virtual Reality**

**Foundation Update.** Distinguished alumni, **John '70 and Shirley '71 Rudnianyn**, will be recognized at graduation on May 3. The invitation only reception begins 5:15 p.m. prior to the 6:00 p.m. ceremony. The foundation received an estate gift totaling \$699,420 from the estate of **Dr. and Mrs. William H. Anderson, Jr.** These funds are being directed to create an endowed scholarship focused on retention and completion and equipment purchase for the health sciences programs. The CF Reaching Higher Campaign has 89% of the \$20 million goal committed.

**Foundation Update**

**Records/Registrar.**

- Spring Total Graduation Applications 1,429
  - Spring Unduplicated Student Applications 1,135
    - Spring Student Self Applications 708
  - Spring Auto Grad\* 721
  - DE Student Graduation Applications 113
  - Spring Commencement Walkers 674  
(includes summer graduates)
  - Summer Total Graduation Applications 254
  - Summer Unduplicated Student Applications 237
  - 60% of students have claimed tickets for graduation
  - Summer graduates can elect to participate in spring or fall commencement ceremonies.
- \* AutoGrad is a Jenzabar process to find any student eligible for graduation that did not self-select and apply.

**Admissions/Recruitment.** **Dr. Raphel Robinson**, Director of Admissions and Student Recruitment, met with 50 Citrus County guidance counselors and administrators to discuss career pathways and college admissions. Recent high school recruitment visits include West Port High School, North Marion High School, Dunnellon High School, Lecanto High School, Belleview High School, and Vanguard High School.

**Student Success Advising Center.** A college-wide advisor staff meeting was held March 27, which included instructional staff presentations from the CF business and technology department, lead by **Dean Dr. Rob Wolf**. **Dr. Rob Wolf's** staff have presented at the last 3 meetings and will present at the upcoming 4/24 and 5/29 meetings. The advisors appreciate the program presentations, updates, and opportunity for small group questions and answers. **Susan Thomas**, Assistant Director of First Year Success, and **Chenita Hart**, Assistant Director of Advising Services, attended the UCF Direct Connect meeting on Friday, April 12, and took a college-wide advising team to the UCF Transfer Summit on Monday, April 15.

**Financial Aid.** **Patrick Hoffman**, Director of Financial Aid, reported that during the 2018-2019 aid year, a total of \$27,309,081 in financial aid has been disbursed to students. During spring 2019, \$12,921,961 in financial aid has been disbursed to 3,786 students. On April 11 and 12, **Patrick Hoffman** attended the Florida College System Financial Aid Directors Spring meeting at Broward College. The financial aid directors from the Florida College System institutions meet twice a year to receive federal and state financial aid updates, discuss best practices, and collaborate on topics such as communication planning, emergency planning, and financial literacy as well as preparing for the fall meeting which will be held in October.

**Athletics.** Baseball, with a record of 42-7, has won the Mid-Florida Conference Baseball Championship for the first time in 12 years. The team set an all-time record for most wins in a season and will head to the state tournament to be played at Tigertown Stadium in Lakeland, Florida, on May 9-14.

Softball is 48-8 and has won the Mid-Florida Conference Softball Championship for the third time in the past four years. Softball will play in the state tournament beginning on May 2 in Sanford, Florida, and will open the double elimination tournament facing Eastern Florida State College.

Men's and women's basketball and volleyball are all in their recruiting periods for 2019-2020.

**Appleton Museum of Art.**

- Exhibits
  - *Through May 26*  
*America's Everglades: Through the Lens of Clyde Butcher*  
*This exhibition of large format black and white photographs spans three decades and captures the rugged and remote beauty of the Everglades.*

**Records/Registrar**

**Admissions/Recruitment**

**Student Success Advising Center**

**Financial Aid**

**Athletics**

**Appleton Museum of Art**

- Through July 7  
*Familiar Beauty: Drawings by Vicki Jones*  
Jones' realistic and sometimes surreal works vary in subject matter including landscapes, portraiture, still-lives and architecture.

➤ **Education**

- March 1-31  
1,094 people visited the ARTSpace during the month of March.
- March 1  
*First Friday Art Walk*  
The museum's booth and art making station was visited by more than 130 people.
- March 24  
*Camp Expo*  
The museum partnered with the Ocala Civic Theatre to present the annual Summer Camp Expo. Over 200 people visited the ARTSpace, Art Lab and Clay Lab and received information on our Summer Art Camps.
- March 29  
*Appleton-on-the-Go*  
**Hollis Mutch**, Museum Educator, and **Naomi Ballard**, Education Assistant, presented an Appleton-on-the-Go program for 26 students at the New Leaf Center.
- March 30  
Over 800 people attended the reception for the Young in Art Exhibition. The exhibit showcased artwork created by elementary and high school students in Marion County public schools.

➤ **Events**

- March 30  
*Senior Expo*  
More than 125 people visited the museum's booth at the Senior Expo at On Top of the World.
- April 4  
*After Hours*  
Over 350 people attended the April After Hours event. Music was performed by Southern Express Big Band and La Cuisine provided food samplings.
- April 6  
*Food and Fashion Event*  
Over 100 people attended a haute couture fashion show organized by the museum and a four course brunch organized by the Ocala Culinary Festival.
- April 19  
*Magical Night at the Museum*  
More than 650 people attended our fourth annual Magical Night at the Museum event on Saturday, April 20. Attendees enjoyed the museum's artwork coming to life, creating wands and orbs in the ARTSpace and being mesmerized by the magician and mermaids. Attendance for the 2018 event was 550.

The next meeting will be held *Wednesday, May 29, 2019*, at 3 p.m. at the Ocala Campus.

There being no further business to come before the Board, a motion was made by Joyce Brancato to adjourn the meeting at 4:24 p.m.

\_\_\_\_\_  
Russell Branson, Chair

\_\_\_\_\_  
James D. Henningsen, Secretary

**Next Board Meeting**

**ADJOURNMENT**

**COLLEGE OF CENTRAL FLORIDA**

2

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer  
Director – Human Resources

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

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

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

**RECOMMENDATION/ACTION REQUESTED:**

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

## **PERSONNEL ACTIONS**

*FOR THE MAY 29, 2019 MEETING*

### **Recommend Board approval of the following:**

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

#### **Operating Fund 1:**

Adams, Priscilla A. – Disability Services Access and Accommodations Specialist – Disability Services – May 1, 2019

Clinton, Jamie W. – Data Analyst / Reporting Coordinator – Institutional Effectiveness – June 1, 2019

Keene, Robert M. – Coordinator – Academic Support – Learning Support Center – May 16, 2019

Wutzler, Mike J. – Accountant III – Financial Operations – Amended Hire Date of May 1, 2019

#### **Grants and Contracts – Fund 2:**

None this reporting period.

#### **Auxiliaries – Fund 3:**

None this reporting period.

#### **Reorganizations:**

None this reporting period.

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

McClain, Darin G.

**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:

Chessar, Annette M.

Trapp, Michael G.

#### **Temporary Part -Time Career Service: OPS**

Brummet, Jeffrey L.

Webber, Audriana A.

Winter, Daniel A.

Copeland, Amy M.

Whitehead, Sherie N.

Yancey, Cleve F.

Waddell, Heather L.



**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:

None this reporting period.

**Notification of engagement in outside employment or extra college activities:**

Davis, Mark T.

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

Orme, Joyce S. – Staff Assistant III – Appleton Museum of Art – July 15, 2019

**Resignations:**

Adams, Priscilla A. – Assessment Specialist – Career Assessment Center – April 30, 2019

Clinton, Jamie W. – Institutional Research Analyst – Institutional Effectiveness – May 31, 2019

Sheppard, Deanna M. – Transition Specialist/Instructor – Levy Campus – May 3, 2019

Wutzler, Mike J. – Accountant I – Financial Operations – April 30, 2019

**Terminations:**

None this reporting period.

**Separation from the College due to end of temporary appointment:**

None this reporting period.

**Separation from the College due to end of grant funding:**

None this reporting period.

**Separation from the College due to Leave of Absence:**

None this reporting period.

**Separation from the College due to Elimination of Position:**

None this reporting period.

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

James, Katelyn B. – Admissions Advisor – Admissions & Records

# COLLEGE OF CENTRAL FLORIDA

3

## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Property Donations/Dispositions

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

DATE: May 22, 2019

---

---

### OBJECTIVE AND PERTINENT FACTS:

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

### RECOMMENDATION/ACTION REQUESTED:

#### DISPOSITIONS

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

SEE ATTACHED LISTING: 21

Total

\$85,062.13

School Tag #	Description	Dept. Respon.	Acquired Date	Disposal Code	Disposal Date	Acquired Price
0000008269	DIGITAL VIDEO RECORDER & MONITOR PART	CS	04/13/2005	PBA		7,485.00
0000008270	DIGITAL VIDEO RECORDER & MONITOR PART	CS	04/13/2005	PBA		7,485.00
0000008271	DIGITAL VIDEO RECORDER & MONITOR PART	CS	04/13/2005	PBA		7,485.00
0000008403	PA SYSTEM, MEGAVOXPRO	CJI	03/09/2005	PBA		937.02
0000008614	DVR STORAGE, 16 CHANNEL, PELCO	CS	11/30/2005	PBA		6,350.00
0000009253	VEHICLE, CAR, 2007 CROWN VIC #3133	SAS	06/28/2007	PBA		25,614.00
0000009413	COMPUTER, LAPTOP THINKPAD T60	CS	09/19/2007	PBA		2,123.22
0000009450	STARBOARD, HITACHI 15" PANEL	CS	01/17/2007	PBA		1,749.00
0000009453	IP CONTROLLER, EXTRON, IN GANG BOX	CS	01/24/2007	PBA		983.40
0000009514	DVR STORAGE, 16 CHANNEL, PELCO	CS	11/20/2007	PBA		5,685.00
0000010270	GOLF CART, EZGO, 2006 REBUILT #4	SAS	03/24/2010	PBA		7,450.00
0000011061	COMPUTER, LAPTOP THINKPAD W530	CS	02/26/2014	PBA		1,358.24
0000011557	PRINTER, ENVISIONTEC MICRO 3D	BT	06/15/2016	PBA		4,995.00
0000054418	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054419	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054433	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054449	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054452	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054456	COMPUTER, THINKCENTRE TOWER M57	CS	05/21/2008	PBA		740.00
0000054805	COMPUTER, THINKPAD X120E	CS	04/20/2011	PBA		443.25
0000054929	COMPUTER, APPLE IPAD2, WHITE TRIM	CS	02/15/2012	PBA		479.00

21 Records for a Total

85,062.13

**COLLEGE OF CENTRAL FLORIDA**

4

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 22, 2019

SUBJECT: Curriculum Changes

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

DATE: March 28, 2019

---

**OBJECTIVE AND PERTINENT FACTS:**

The Curriculum Committee recommended at its April 25, 2019 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.



COLLEGE *of*  
CENTRAL  
FLORIDA

## MEMORANDUM

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

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

DATE: April 25, 2019

SUBJECT: Approved Curriculum Actions – April 2019

The following Curriculum actions were approved by the Curriculum Committee at its April 25, 2019 meeting, and are awaiting approval by the District Board of Trustees:

### **Proposal 2018-5 – Stephanie Cortes**

#### New Course

- NUR1006C Transition to Nursing Concepts (7 credits)

#### New Program

- A.S. degree in Paramedic to ADN Bridge (60 credits)

### **Proposal 2018-20 – Matthew Albritton**

#### Program Modification

- 2299 – A.S. degree in Agribusiness Management (60 credits)
  - Remove ANS1222 Equine Sales and Marketing (3 credits) from program and replace it with the option of either OST2335 Business Communications (3 credits) or ENC2210 Technical Communications (3 credits).
  - Add MAN2021 Principles of Management (3 credits) and ACG2021 Financial Accounting (3 credits) as elective options.

Please let me know if you need any additional information.

Thank you.

**COLLEGE OF CENTRAL FLORIDA**

5

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Health Care Affiliation & Internship Agreements

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

DATE: May 22, 2019

---

---

OBJECTIVE AND PERTINENT FACTS:

**HEALTH CARE AGENCY AFFILIATION & INTERNSHIP AGREEMENTS**

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

HEALTH CARE AGENCY	DATE OF SIGNATURE
The Centers	04/26/19

RECOMMENDATION/ACTION REQUESTED:

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

## HEALTH CARE AGENCY AFFILIATION AGREEMENT

*AGREEMENT* entered into this 1<sup>st</sup> day of May, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and The Centers, 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, age, marital status, national origin, genetic information, or disability provided that such disability does not prevent satisfactory performance.
3. The HEALTH CARE AGENCY agrees to accept COLLEGE students as determined by mutual consultation and, as practical, to make facilities available to the COLLEGE at no charge in order to provide necessary clinical experiences. The COLLEGE shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.
4. The HEALTH CARE AGENCY agrees to provide within its facilities adequate education space and the use of ancillary facilities as well as all necessary utilities for those facilities, the selection of the facilities to be subject to the prior approval of the COLLEGE.
5. The HEALTH CARE AGENCY agrees to make available emergency room treatment, when such facilities exist, for injuries incurred by students while in the HEALTH CARE AGENCY for clinical experience. Treatment will be at student's expense.
6. The COLLEGE shall select practical educational experiences based upon the needs of the students to meet objectives of the program, recognizing a patient's/client's right to refuse student care.

7. The COLLEGE shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
8. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student unacceptable to either the HEALTH CARE AGENCY or to the COLLEGE for reasons of health, performance or any other reasonable and legally permissible cause, shall be withdrawn from the HEALTH CARE AGENCY.
9. All services rendered by students under this agreement for the HEALTH CARE AGENCY, employees and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experiences. Neither students nor COLLEGE employees shall be considered to be agents or employees of the HEALTH CARE AGENCY.
10. The COLLEGE acquires professional liability insurance coverage in the College's name with amounts of \$2,000,000/\$5,000,000 per year for students enrolled in health-related programs. The COLLEGE shall provide, upon request, HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the COLLEGE.
12. The HEALTH CARE AGENCY will recommend, subject to COLLEGE approval, certain agency employees to serve as clinical preceptors and assist students as requested by the COLLEGE. The COLLEGE Program Director will advise the clinical preceptors regarding course content, objectives, student evaluation criteria and procedures. Clinical preceptors will collaborate with the Program Director in regard to student supervision during the course of the program.
13. The terms of this agreement shall be for the period May 1, 2019, through April 30, 2020. 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:            The Centers  
                                 Attn: ~~Christy McPherson~~ Rachel Goodman  
                                 5664 SW 60<sup>th</sup> Ave  
                                 Ocala, FL 34474  
                                 Fax: (352) 291-5587

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.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

Henri Henkle  
 FIRST WITNESS' SIGNATURE  
Henri Henkle  
 FIRST WITNESS' PRINTED NAME  
Crystal Stone  
 SECOND WITNESS' SIGNATURE  
Crystal Stone  
 SECOND WITNESS' PRINTED NAME

Julie Whiteaker  
 FIRST WITNESS' SIGNATURE  
Julie Whiteaker  
 FIRST WITNESS' PRINTED NAME  
Erica Holms  
 SECOND WITNESS' SIGNATURE  
Erica Holms  
 SECOND WITNESS' PRINTED NAME

COLLEGE OF CENTRAL FLORIDA

By: [Signature]  
 James D. Henningsen, President  
 Date: 4/26/19

THE CENTERS

By: [Signature]  
 SIGNATURE  
BARACKS  
 PRINTED NAME  
 Title COO  
 Date: 04/01/2019

**COLLEGE OF CENTRAL FLORIDA**

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Appleton Museum of Art Loan Agreements

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

DATE: May 22, 2019

---

---

OBJECTIVE AND PERTINENT FACTS:

**APPLETON MUSEUM LOAN AGREEMENTS**

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

<b><u>APPLETON MUSEUM LOAN AGREEMENTS</u></b>	<b><u>DATE OF SIGNATURE</u></b>	<b><u>EXHIBITION EXPENSE</u></b>
"Blow Up II: Inflatable Contemporary Art" City of Walnut Creek Bedford Gallery June 6, 2019 – October 4, 2020	05/16/19	\$21,025.00
"Urban Chatter: Sharon Kerry-Harlan" Dr. Carolyn L. Mazloomi June 8, 2019 – October 20, 2019	04/26/19	\$0.00

RECOMMENDATION/ACTION REQUESTED:

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

**TRAVELING EXHIBITION CONTRACT****Contract Date:** April 5, 2019

This Contract is between the City of Walnut Creek and the Borrower, District Board of Trustees of the College of Central Florida, regarding the Exhibition entitled *BLOW UP II: Inflatable Contemporary Art*.

The Borrower requests to borrow from the City of Walnut Creek, and agrees to show the Exhibition during the Loan Period, according to the terms of this Contract. The Exhibition will be received no later than **May 22, 2020**.

**Definitions**

In this contract:

**BG** means the Bedford Gallery, a program of the City of Walnut Creek, CA;

**Borrower** means District Board of Trustees of the College of Central Florida;

**Contract** means this agreement labeled Traveling Exhibition Contract, and to any written addenda that have been mutually agreed upon, signed by both parties, and added to this document.

**Designated Exhibition Space** means Appleton Museum of Art

**Exhibition** means the works of art and artifacts; crates & packing material; installation furniture, structures and equipment; educational signage and all other components provided by BG;

**Exhibition Participation Fee** is \$20,825.00.

**Loan Period** means June 6, 2020 – October 4, 2020.

**Works or Artworks** means the pieces of art to be displayed, as listed in Schedule A, attached hereto and incorporated herein.

The Borrower agrees to accept the loan of this Exhibition subject to the requirements set forth below:

**1. USES.** BG exhibitions are for educational purposes. This Exhibition cannot be presented solely for commercial purposes, except as may be directly associated with its educational function. Entrance fees may be charged or supporting materials may be sold, as relates to the educational function of the Exhibition and contingent upon copyright obligations. Borrower agrees: (a) not to make partisan political use of the Exhibition; (b) not to deny access to the Exhibition to anyone on the basis of race, color, creed, national origin, physical disability, sex, gender preference, sexual orientation, or age; (c) that no Artwork may be omitted from the Exhibition without BG's prior written permission; (d) that it will inform BG exactly where the Exhibition (and each Work) is at all times; and (e) it will obtain BG's prior written permission to show the Exhibition at more than one location. Borrowing the Exhibition does not constitute an endorsement of the Borrower or its facilities by BG or by the owners/lenders of the works in the Exhibition, nor does it constitute an endorsement by BG of the Borrower's policies or sponsors.

**2. BOOKING and RESERVATION PROCEDURE.** Booking proposals and reservations should be made directly with BG. BG cannot accept preliminary reservations for the Exhibition without a Contract signed by both parties and a deposit in the amount specified in section 3 below. Following preliminary discussion about available dates, BG will send two copies of this Contract to the Borrower. The Borrower then returns the two identical signed and completed copies of this Contract with a deposit check to BG. BG will then return a single counter-signed copy of the Contract to the Borrower. Once this transaction has been completed, BG considers the Exhibition booked and reserved for the Borrower for the period designated in this Contract. **Borrower must return this Contract, a current facility report, and the deposit by the due date listed below in order to secure the preferred dates. If Borrower has not returned the Contract and deposit by the due date, BG will solicit alternative venues to fill those dates, unless otherwise agreed to in writing.**

**3. DEPOSIT & EXHIBITION PARTICIPATION FEE.** Borrower shall pay the Exhibition Participation Fee in **THREE** payments (U.S. dollars), in the following amounts and due to be *received* by the following dates:

- this signed Contract and a \$1,000.00 payment by **May 30, 2019**
- a \$9,912.50 payment to be received by **November 5, 2019 (payment 2)**



- a \$9,912.50 payment to be received by May 5, 2020 (payment 3/Final payment)

The Exhibition Participation Fee is equivalent to a rental or loan fee for the use of the Exhibition for a specific period of time. **Checks should be made payable to City of Walnut Creek. Payment and Contract should be mailed to Bedford Gallery, 1601 Civic Drive, Walnut Creek, CA 94596.** BG will send an invoice to Borrower 30 days before the due date for payments 2 and 3. If the Borrower requires that an invoice or purchase order reference number required used, Borrower should attach the request to the Contract. Late charges are assessed at 1% per 30 days beginning five days after payment is due. Arrangements for variations in payment schedule may be requested and must be agreed upon and signed by both parties, as an addendum to this Contract.

**4. EXHIBITION CONTENTS.** A list of the Works, including the name of each artist, is attached as Schedule A. BG reserves the right to add, subtract or change the Works to be displayed at the Exhibition in its sole and absolute discretion. BG will provide the Borrower with a final list (the "Final List") of Works no later than five months before the opening date of the Exhibition. The Final List shall include a list of Works with titles, medium, size, valuation for insurance purposes, and final biographical information for each of the artists. Borrower has the discretion to determine the Exhibition design and arrangement of participating artworks, but shall not omit any Work from display without first obtaining express written approval from BG. If BG, at its sole discretion, approves omission of a Work, Borrower shall store any Works not displayed under appropriate, secure, climate controlled conditions at the Borrower's expense. Storage space for any Work not displayed must be approved by BG.

**5. INSURANCE.** The Borrower is responsible for the well-being of the Exhibition in its storage and on its site, and is responsible and liable for any damage, destruction, theft, or other harm that may be suffered by the Exhibition or any part of the Exhibition while the Exhibition is in Borrower's storage or on its site. The Borrower must provide complete fine art insurance coverage in the amount of \$500,000.00 at all times while the Exhibition is in the Borrower's possession. The Borrower also must provide transit insurance in the amount of \$500,000.00 when the Exhibition is being shipped from the Borrower's facilities, and whenever the Borrower is in charge of the full or partial cost of a specific segment(s) of shipping. The Borrower agrees to notify BG within 24 hours of any theft, damage, alteration, or loss occurring while the Exhibition is in the Borrower's possession or charge. The Borrower assumes responsibility for any and all liabilities that may arise because of the Borrower's failure to give such notice. **Borrower shall provide BG a certificate of insurance, naming the City of Walnut Creek as an additional insured on all policies after a final checklist is established and no later than two months before the Exhibition opening.**

#### **6. PROTECTION, SECURITY & ENVIRONMENTAL REQUIREMENTS.**

The Borrower agrees to provide: all fire precautions as required by law or local ordinances; safe handling, unpacking and repackaging of the Exhibition under professional supervision; strict protection against theft and vandalism; and all required security measures and environmental conditions as stipulated below. Unless specifically approved by BG in writing, the Exhibition cannot be exhibited in open-air or temporary structures. Under no circumstances may the Borrower remove any of the Works of the Exhibition from the Designated Exhibition Space without BG's prior written authorization, unless to prevent imminent damage to the objects due to an emergency situation (e.g. flood or fire). In such case the Borrower will act to move the objects to a safe location and then immediately notify BG by phone at 925-295-1435 and email at [colberg-martinez@bedfordgallery.org](mailto:colberg-martinez@bedfordgallery.org).

The Borrower agrees to provide security for the Exhibition at all times at the **Moderate-High** Level of Security. Borrower shall return a **current facility report with the signed contract**. The Level of Security is to be interpreted as being within normal museum standards and practices, except as specified by the terms defined as follows:

**Moderate-High Level Security** means and includes: 1) a limited access museum gallery space; 2) continuous surveillance by staff in each room or area of the exhibition during public hours; 3) electronic alarm system at all other times; 4) installation designed to protect each exhibition component from physical contact; 5) locked and secured exhibition cases, as determined by the artist; 6) constant temperature of 68-72 degrees Fahrenheit; 7) constant relative humidity of 45-50%; 8) no food or drink permitted in the exhibition space; and 9) non-flash photography allowed for non-commercial, personal uses.

#### **7. CANCELLATIONS.**



**a. Cancellation by Borrower, by Action or Default.** The Borrower must notify BG in writing of any need to cancel this Contract. If the Borrower cancels, the Borrower is responsible for payment of the Exhibition Participation Fee (which represents all direct and indirect expenses for the production and maintenance of the Exhibition). If BG, or the Borrower, is able to secure an alternate venue for Borrower's originally scheduled time, the Borrower will be obligated for the Exhibition Participation Fee plus any additional expenses such: as materials; outside services; arts storage at a location approved by BG and outbound shipping from the storage facility; and BG time related to the cancellation, less the amount covered by the alternate venue. If the Borrower fails to meet the terms of this Contract, BG reserves the right to cancel the booking, and consider the Contract cancelled by the Borrower by default and the same costs and penalties will apply.

**b. Cancellation by BG.** In the unlikely event that BG must cancel the Exhibition for any other reason BG will refund the full Exhibition Participation Fee to the Borrower, but will not be responsible for any damages or other costs of the Borrower arising from such a cancellation.

#### **8. RECEIPT, HANDLING & CONDITION REPORT.**

**a. Receipt of Exhibition.** The Borrower must accept delivery of the Exhibition upon its arrival. Borrower shall report any damage to crates to the driver and note them on the Bill of Lading. Borrower shall document any damage in photographs, retain Bill of Lading with noted damages and give a copy to the driver prior to his/her departure. Borrower shall provide BG with copies of all documentation of damage within 24 hours. All objects and crates must be placed in a secured climate controlled area before unpacking.

**b. Handling.** The Borrower must provide an adequate number of trained personnel under the supervision of a lead preparator, registrar or curator to safely handle the Exhibition according to the Venue/Installation Guide. All handling of Artworks must be done according to accepted museum standards. Packing materials must be stored in a museum-quality storage facility and retained for repacking in the manner in which they were received.

**c. Condition Report.** A Condition Report Book accompanies the Exhibition. It is the Borrower's responsibility to follow installation instructions in the Venue/Installation Guide precisely and completely as they are critical to protecting and maintaining the contents of the Exhibition. No substitutions in installation methods and materials may be made without BG's prior consent. The Borrower shall make an immediate report upon arrival and unpacking of the Exhibition and upon de-installation and repacking of the Exhibition in the Condition Report Book, noting changes of condition to BG within 48 hours of unpacking and repacking. **The Borrower must contact BG within 24 hours if any damage is noted. Under no circumstances may Borrower undertake any alteration or repair to the materials or objects of the Exhibition without BG's prior explicit written permission.** Borrower shall send BG a complete copy of the Condition Report Book immediately after installation of the Exhibition is complete, and a complete copy of Condition Report Book after the Exhibition is packed and crated. The original Condition Report Book must be completed and packed in the outgoing crate; separate shipping is not permitted. Upon reasonable notice, BG may send a representative to the Borrower's site to inspect the unpacking or packing of the Exhibition and the Condition Report Book. A BG representative may also inspect the general handling, storage, or installation of the Exhibition at any time upon reasonable notice to the Borrower. The Borrower is responsible for the BG Representative's travel costs including, but not limited to airfare, ground transportation, per diem (amount to be agreed upon by Borrower and BG) and lodging.

**9. SHIPPING COSTS.** The Borrower is responsible for all labor and costs associated with packing and Standard shipping of the Exhibition. Objects must be packed accordingly to BG's instructions or museum standards if not otherwise indicated. Shipper must be approved by BG. All alternative methods of packing and shipping the Exhibition must also be approved by BG. For purposes of this Contract, the term "Standard" shipping means that the Borrower directly pays all costs related to the outgoing shipping of the Exhibition. Shipping costs may include, but are not limited to, one or more of the following: air ride ground transportation with climate control (requirement if shipping via ground), air freight, freight-forwarding, customs, and courier costs. It is the Borrower's responsibility to pay for the door-to-door shipping of the Exhibition (one way) to the following venue or to BG. BG assumes no responsibility for disputes between the Borrower and any third-party shipper, and other venues. Non-compliance with BG shipping instructions will result in the Borrower bearing financial responsibility for all costs incurred in the timely delivery of the Exhibition to the next venue. Borrower shall pack and ship the Exhibition within five business days after the Exhibition's closing, to arrive at the following venue within five business days from the ship date.



**10. ADVANCE MATERIALS.** BG will send the following materials to Borrower via email or web link, at least five months before the start of the Loan Period: a press packet with links to high resolution exhibition images and a Bedford Gallery logo, a wall text packet, an Installation Guide, an exhibition guide, and a required or included exhibition equipment and furniture list (if applicable).

**11. CREDITS & SIGNAGE.** The Borrower agrees to print and hang all wall text at the Borrower's cost. All designs for, or changes to, any publications and text are subject to BG's prior, written approval, such approval not to be unreasonably withheld or delayed. The Borrower must give printed credit to BG and to any lenders or sponsors designated by BG, in a mutually agreed upon manner, in all acknowledgments, printed materials, publicity, press releases, invitations, website, digital and social media, and catalogues related to the Exhibition and produced by or on behalf of the Borrower. The Borrower will make every effort to provide a reciprocal link from its website to BG's website while the Exhibition is listed on the Borrowers webpage. Any images used in publications must be properly credited, in a mutually agreed upon manner. Copyright for all Works shall be properly acknowledged in all instances. **Any materials produced by, for and in conjunction with the Borrower (including but not limited to, all press, promotional and educational material) shall clearly and prominently note the Bedford Gallery logo and the following text:**

***BLOW UP II: Inflatable Contemporary Art***  
was organized by Carrie Lederer, Curator of Exhibitions, Bedford Gallery,  
Leshner Center for the Arts, Walnut Creek, CA

The Borrower agrees to provide BG with a copy of all press clippings, public announcements, installation photographs, as well as links to any digital articles, reviews, and video for the Exhibition. The Exhibition Report template shall be sent to the Borrower at least five months prior to the start of the Loan Period. Borrower shall also deliver the final Exhibition Report to BG within 30 days after the Exhibition's closing date. Borrower will also provide to BG ten copies of any catalog produced by Borrower at this time.

**12. DISPUTES.**

- a. It is the intention of both BG and the Borrower to uphold the agreement made in this Contract. However, if a dispute arises in the course of this Exhibition solely between the parties, both parties agree to negotiate in good faith to settle any claims, disputes, or controversies arising out of or relating to this Contract for a period not to exceed 60 days from the receipt of written notification by either party.
- b. If the negotiations fail to result in a resolution agreeable to both parties, the parties will submit the dispute to non-binding mediation, to be initiated within 30 days, before a single mediator mutually agreeable to both parties.
- c. If the mediation does not produce a resolution agreeable to both parties, either party may initiate further legal action.

**13. INDEMNIFICATION.** The Borrower shall indemnify and hold harmless the City of Walnut Creek, its officials, employees, agents, and volunteers, the Bedford Gallery, and the artists from and against any and all claims for liability and/or damages, including but not limited to claims for personal injury or property damage, that arise out of the Borrower's performance or non-performance of this Contract, or out of the operations conducted by Borrower, except for loss or damage arising from the City's action, inaction or misconduct. Notwithstanding the foregoing, the Borrower's duty to indemnify shall not exceed \$200,000.00 per person or claim, or \$300,000.00 per incident or occurrence.

**14. FORCE MAJEURE.** Either party is excused from performance during the time that circumstances beyond the party's reasonable control prevent or delay performance. Examples include, but are not limited to: adverse weather or other acts of God, war, terrorism or threats of terrorism, governmental regulation, or labor strife.

**15. MODIFICATION.** This document shall not be modified without the prior written consent of both parties.





**IMPORTANT: This Contract, when signed below by both parties, constitutes a binding agreement between the Borrower and BG.**

*I affirm that I have full authority to sign on behalf of the Borrower, that the terms of this Contract are understood, and that all terms and conditions will be met:*

	05/16/19
Signature of Authorized Representative	Date

~~Russell Branson, Chair, District Board of T~~ Dr. James Henningsen, President, College of Central Florida  
Name & Title

*On behalf of the City of Walnut Creek:*

	Date
Signature of Authorized Representative	Date

Carrie Lederer, Bedford Gallery Curator of Exhibitions and Programs

*Shipping & Object Information:*  
Alesha Colberg Martinez  
Traveling Exhibitions Coordinator  
Bedford Gallery  
  
1601 Civic Drive, Walnut Creek, CA 94596  
  
925-295-1435  
[colberg-martinez@bedfordgallery.org](mailto:colberg-martinez@bedfordgallery.org)

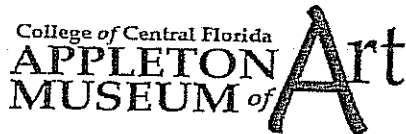
*Borrowing Institution:*  
District Board of Trustees  
of the College of Central Florida  
Appleton Museum of Art  
College of Central Florida  
4333 E. Silver Springs Blvd., Ocala, FL 34470-5001  
Patricia Tomlinson  
Curator of Exhibitions  
352-291-4455 x1837  
[tomlinsp@cf.edu](mailto:tomlinsp@cf.edu)



**Schedule A – BLOW UP II Exhibition Artworks**

#	Last Name	First	Title
1	Chromaforms		<i>Zoa</i>
2	Chromaforms		<i>Jack</i>
3	Engelstein	Sharon	<i>Seeker</i>
4	FriendsWithYou		<i>Starburst</i>
5	Harker	Josh	<i>Crania Palloncino</i>
6	Lee-Chun	Susan	<i>10 X-Large</i>
7	Ritchie	Matt	<i>rat 136</i>
8-12	Rossof	Lizbeth	<i>5 terracotta warriors: Shrek, Batman, Bart, Mickey + Spiderman</i>
13	Streicher	Max	<i>Balancing Act</i>
14	Streicher	Max	<i>Romulus &amp; Remus</i>

3210245.2



Exhibition Title: Urban Chatter: Sharon Kerry-Harlan

Loan Agreement: Incoming

AGREEMENT DATE: 4/11/19

LOAN NUMBER: L

LENDER

Institution/ Individual: Dr. Carolyn Mazloomi
Address: 5481 Oldgate Drive West Chester, OH
Contact Person: Dr. Mazloomi
Telephone Number: 513.755.3414
Fax Number:
Email Address: carolynmazloomi@gmail.com

BORROWER

Institution/ Individual: District Board of Trustees of College of Central Florida as Operator of the Appleton Museum of Art
Address: Appleton Museum of Art 4333 E Silver Springs Blvd. Ocala, FL 34470-5001
Contact Person: David Reutter, Registrar
Telephone Number: 352.291.4455 x 1605
Fax Number: 352.291.4460
Email Address: reutterd@cf.edu

DESCRIPTION OF OBJECT(S) LOANED

Objects listed in attached checklist.
X Objects listed below.

Object 1

Artist: Sharon Kerry-Harlan
Nationality: American Dates:
Object Title: On the Face of It
Object Date: 2010
Media: textile
Dimensions: Height: 71 1/2 in. Width: 102 in. Depth:
Framed Dimensions: Height: Width: Depth:
Accession Number:

CREDIT LINE

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

Collection of Dr. Carolyn L. Mazloomi

**INSURANCE**

Insurance Value: \$ 5000.00

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

**EXHIBITION**                      **Urban Chatter: Sharon Kerry-Harlan**  
June 8 – October 20, 2019

**LOAN PERIOD**

From: 5/10/19                      To: 10/31/19

**TRANSPORTATION**

Arrival Location: Appleton Museum of Art

Method of Arrival: Fine Art Shipper

Date Object(s) to Arrive: 05/10/19

Method of Return: Fine Art Shipper

Date Object(s) to Leave 10/31/19  
(See Paragraph 8 below)

Method of Payment: Transportation to be paid by borrower

Confirm Arrangements with: David Reutter, Registrar

**CATALOGUE AND PUBLICITY**

The Lender will supply:

Publication quality digital image:     yes                       no

Black/white photo:     yes                       no

Color slide:     yes                       no

Color transparency:     yes                       no

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

**COPYRIGHT**

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

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

The name and address of the owner of the copyright:

Sharon Kery-Hulan

or

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

\_\_\_\_\_

**CONDITIONS GOVERNING LOAN**

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

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

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

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

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

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

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


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

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

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

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

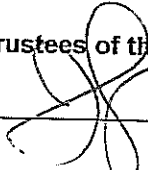
Carolyn L. Mazloomi  
Lender

Signature: 

Date: 4-19-2019

Title: Owner Lender

District Board of Trustees of the College of Central Florida

Signature: 

Date: 4/20/19

Title: PRESIDENT



# COLLEGE OF CENTRAL FLORIDA

7

## AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Agreement for Services of International Independent Contractors

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

DATE: May 22, 2019

---

---

OBJECTIVE AND PERTINENT FACTS:

### **INTERNATIONAL INDEPENDENT CONTRACTOR AGREEMENT**

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

INDEPENDENT CONTRACTOR	DESIGNATED COUNTRY	DATE OF SIGNATURE
Affinity Co., LTD	Japan	05/08/19
Asia Europe Co., LTD	Vietnam	05/08/19
Education Path Co., LTD	Vietnam	05/08/19
T.S. Planning Co., LTD	Japan	05/08/19

RECOMMENDATION/ACTION REQUESTED:

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

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT  
CONTRACTOR**

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

(Contractor's Name and Address)

Affinity Co., Ltd.

Jingugaien Bldg. 3rd Floor

2-7-25 Kita-Aoyama, Minato-ku

Tokyo 107-0061 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:

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 Kenta Nakamura

Title: Manager

Address: Shin-Osaka Nischidai Bldg. 3rd Floor

3-18-9 Nishinakajima, Yodogawa-ku

Osaka, 532-0011

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: 5/8/19

ON BEHALF OF THE CONTRACTOR



Name of representative Kenta Nakamura

Title: Manager

Address: Shin-Osaka Nischidai Bldg. 3rd Floor

3-18-9 Nishinakajima, Yodogawa-ku

Osaka, 532-0011

Country: Japan

Date: 1/28/2019

**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)

ASIA EUROPE CO., LTD.  
52 Tran Huy Lieu Street, Ward 12  
Phu Nhuan District, Ho Chi Minh City  
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



*Handwritten signature*

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.

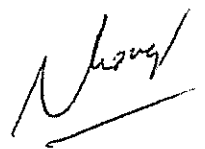
1.3 The College will reimburse the Contractor in a timely manner for students admitted to the College. The College will compensate the contractor for a maximum of three college semesters (Fall, Spring and Summer), provided the student has been in attendance for the number of semester(s) being compensated, 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.

A handwritten signature in black ink, appearing to read "N. Huang", is located in the bottom right corner of the page. The signature is written in a cursive style and is underlined.



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.

A handwritten signature in black ink, appearing to be "N. Gray", is written over a horizontal line in the bottom right corner of the page.

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 MR. VAN KHAC THONG

Title: General Director

Address: 52 Tran Huy Lieu Street

Xuong 12, Phu Nhuan District,

Ho Chi Minh City

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.

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

11/21/15  
11/21/15  
11/21/15  
11/21/15  
11/21/15

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

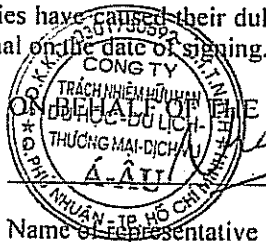
College of Central Florida

3001 SW College Road

Ocala, FL 34474

USA

Date: 5/8/19



ON BEHALF OF THE CONTRACTOR

Name of representative Mr. VAN KHAC THONG

Title: General Director

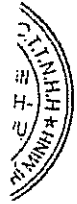
Address: 52 Tran Huy Lieu Street,

Xuân Lộc, Phu Nhuận District,

Ho Chi Minh City

Country: Vietnam

Date: 03/06/2019



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)

EDUCATION PATH CO., LTD  
68 Vo Thi Sau Street, Tan Dinh Ward,  
District 1, Ho Chi Minh City, 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.

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 Hanh Thieu Le

Title: Director

Address: Education Path Co., Ltd

68 Vo Thi Sau Street, Tam Dak Ward,

District 1, Ho Chi Minh City, 700000

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.

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 Hanh Thieu Le

President

Title: Director

College of Central Florida

Address: Education Path Co., Ltd

3001 SW College Road

6 P. Va Thi Sau Street, Tan Dinh Ward,

Ocala, FL 34474

District 1, Ho Chi Minh City

USA

Country: Vietnam

Date: 5/8/19

Date: Apr 17, 2019



**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)

Junko Ariga  
T.S.Planning Co., Ltd./ YIC Division  
Ota Bldg 2F, 1-30-7 Takadanobaba  
Shinjuku, Tokyo 169-0075 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:

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 Junko Ariga

Title: Manager

Address: T.S. Planning Co., Ltd

Ota Bldg 2F, 1-30-7 Takadanobaba

Shinjuku, Tokyo 169-0075

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: 5/8/19

ON BEHALF OF THE CONTRACTOR

  
Name of representative Junko Ariga

Title: Manager

Address: T.S. Planning Co.,Ltd./YIC Division

Ota Bldg 2F, 1-30-7 Takadanobaba

Shinjukuku, Tokyo, 169-0075

Country: Japan

Date: Mar 15, 2019

**COLLEGE OF CENTRAL FLORIDA**

8

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

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

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

DATE: May 22, 2019

---

---

**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 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.

## 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, 2019 - June 30, 2020.

**2. TERM:** This Agreement commences on 07/01/19 and will expire on 6/30/20.

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

Total in the amount of \$ 1,000.00;

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

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

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](mailto: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 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, [mazurf@cf.edu](mailto:mazurf@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: Russell Branson

Title: Chair, District Board of Trustees of College of Central Florida

Date: May 29, 2019

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

Name: Shari Shuman

Title: Vice President, Admin & Finance

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

**COLLEGE OF CENTRAL FLORIDA**

9

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Agreement to Sublease the Airport Facility Driving Pad to the School Board of Marion County – Renewal

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

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

This Renewal Agreement to Sublease is between the School Board of Marion County and the College to allow temporary use of the driving pad at the Ocala International Airport Facility for their commercial truck driving training program through Marion Technical College. The length of time of the sublease is from May 2019 through May 2020, and the actual MTC training sessions are intermittent and work around the existing class schedule of the college.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the Renewal Agreement and authorize the Board Chair to sign the agreement.

## AGREEMENT TO SUBLEASE

This Agreement to renew the Sublease made and entered into this 29th day of May 2019, by and between:

The District Board of Trustees of the College of Central Florida, (hereinafter referred to as “SUBLESSOR,”) and The School Board of Marion County, Florida, (hereinafter referred to as “SUBTENANT”).

### **WHEREAS:**

A. The City of Ocala is the administrator of the Leased Premises known as the Ocala International Airport (the “Airport”).

B. On or about January 28, 2003, the City of Ocala and Sublessor entered into a Lease Agreement (the “Lease”) pursuant to which the City of Ocala leased to Sublessor, and Sublessor leased from the City of Ocala, the real property described in the exhibits attached thereto, together with all premises, structures, and improvements thereon and appurtenances thereto (collectively the “Leased Premises”). On or about February 22, 2012, the Lease was renewed for two additional five-year terms.

C. On or about January 22, 2019, the City of Ocala Council approved an “Agreement Concerning Sublease, License, or Other Similar Instrument,” authorizing SUBLEASSOR to grant SUBTENANT use of the Leased Premises.

D. On or about January 23, 2019, the SUBLESSOR and SUBTENANT entered into a Sublease Agreement for SUBTENANT’s use and occupancy of Leased Premises at the Airport in the manner described herein.

E. In furtherance to the partnership between the parties hereto for the benefit of our community, the SUBLESSOR and SUBTENANT are desirous to renew and extend the term of the Sublease Agreement for SUBTENANT’s use and occupancy of Leased Premises at the Airport in the manner described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SUBLESSOR hereby subleases, sublets, and demises to the SUBTENANT, the Leased Premises, for one-day periods scheduled during the term of the Agreement upon the following terms and conditions:

### **ARTICLE 1 TERM**

1.1 The renewal term of this Sublease Agreement shall commence on the date last signed by the parties, and will terminate at the end of the business day on May 31st, 2020, unless sooner terminated in accordance with the Lease or the provisions hereof, upon which SUBTENANT agrees to immediately vacate the Leased Premises.

- 1.2 During the term of this Sublease Agreement, SUBTENANT shall be granted periodic use of the Leased Premises in one-day increments for the purposes stated in Article 3, herein, upon prior approval of the College of Central Florida Dean of Public Service/Criminal Justice Institute. SUBLESSOR uses the Leased Premises for driver training purposes and intends to sublease the Leased Premises to several community partners, so SUBTENANT's ability to use the Leased Premises will be subject to availability and will be scheduled on a first come, first served basis.

## **ARTICLE 2 SUBLEASED PREMISES**

- 2.1 The Leased Premises, shown on Exhibit "A," attached hereto and made a part hereof consists of:
- 2.1.1 The drivers' training facility located on the west side of the Leased Premises, consisting of approximately 10.20 acres +/-, including:
- 2.1.1.1 300 x 600' drivers' training pad;
- 2.1.1.2 Area immediately to the West of the drivers' training pad, to be used mainly as a buffer between the drivers' training activities and the facility's access road;
- 2.1.1.3 The area immediately to the south of the drivers' training pad (to include the westerly access road) to be used for classroom facilities and parking lot; and
- 2.1.1.4 Any improvements now existing or to be constructed or installed thereon during the term hereof.

## **ARTICLE 3 USE OF LEASED PREMISES; RENT**

- 3.1 The SUBTENANT shall occupy and use the Leased Premises for one-day increments for the following purposes only, and no other, with the prior consent of the SUBLESSOR:
- 3.1.1 For the purpose of conducting, instructing, and testing of students utilizing tractor-trailer vehicles for Commercial Driver's License program with prior approval of the College of Central Florida Dean of Business, Technology and Career and Technical Education.
- 3.2 SUBTENANT shall pay rent in the amount of One Hundred Dollars and 00/100 (\$100.00) for each day in which it uses the Leased Premises in the manner described above. SUBLESSOR shall deliver an invoice to SUBLESSEE each month for SUBTENANT's use of the Leased Premises during the prior month, which shall be due within thirty (30) days of receipt.

**ARTICLE 4**  
**ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS, AND REPAIR**

- 4.1 SUBTENANT warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is," in its present condition and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, and those laws imposed by the County Health Department and by Ordinances of the City of Ocala and suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, SUBLESSOR or City of Ocala shall not be required to maintain or make any improvements, repairs, or restorations upon or to the Leased Premises or any of the improvements presently located thereon. Neither SUBLESSOR nor the City of Ocala shall have any obligation to repair, maintain, or restore during the term of this Sublease Agreement any improvements placed upon the Leased Premises by the SUBTENANT, its successors and assigns.
- 4.2 SUBTENANT shall, on the days that SUBLESSOR permits SUBTENANT to use the Leased Premises during the term of this agreement, maintain the Leased Premises in the same condition it is in as of the day of each use. Additionally, SUBTENANT, without limiting the generality hereof, shall:
- 4.2.1 keep during the days used by SUBTENANT the Leased Premises, all improvements thereon and all of the SUBTENANT's fixtures, equipment, and personal property, which are located on any part of the Leased Premises in a clean and orderly condition and appearance; and
- 4.2.2 repair any damage to the pavement, other than normal wear and tear, caused by any agent, employee, representative, or business invitee of the SUBTENANT.
- 4.3 In the event the SUBTENANT fails:
- 4.3.1 to maintain, clean, or make any repairs to the Leased Premises caused by the use of any agent, employee, representative, or business invitee of SUBTENANT within a period of thirty (30) days after written notice from SUBLESSOR to clean or make such repairs, SUBLESSOR may at its option and in addition to any other remedies which may be available to it, complete such work without undue delay and maintain, repair, replace, rebuild or repaint all or any part of the Leased Premises or the improvements thereon and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof if caused by SUBTENANT's agents, employees, representatives, or business invitees negligence will be payable to SUBLESSOR by SUBTENANT on demand.
- 4.4 SUBTENANT shall not alter or modify the Leased Premises.
- 4.5 Subject to the liens of SUBLESSOR, the City of Ocala shall be and remain the owner of all improvements upon the Leased Premises during the term of this Sublease Agreement

and any extensions or renewals unless otherwise provided by amendment or separate agreement incorporated hereto. It is specifically agreed between the parties that upon termination or cancellation of this Agreement that any and all personal or tangible property upon the Leased Premises by SUBTENANT must be removed from said Leased Premises, all at the sole cost and expense of the SUBTENANT.

**ARTICLE 5**  
**ADDITIONAL OBLIGATIONS OF SUBTENANT**

- 5.1 SUBTENANT shall not produce any disturbances on any Airport property that interferes with the operation by the City of Ocala or the Federal Aviation Administration of air navigational communications or flight equipment on the Airport.
- 5.2 SUBTENANT shall control the conduct and demeanor of its officers, agents, employees, invitees, and, upon objection from SUBLESSOR concerning the conduct or demeanor of any such person, SUBTENANT shall immediately take all lawful steps necessary to remedy the objection.
- 5.3 SUBTENANT shall comply with all laws and regulations promulgated by the Federal State, County, and City of Ocala applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.
- 5.4 SUBTENANT shall comply with all present and future written instructions of SUBLESSOR in disposing of its trash and refuse and shall use a system of refuse disposal approved by SUBLESSOR.
- 5.5 SUBTENANT shall not commit nor permit to be done anything, which may result in the commission of a nuisance, waste, or injury on the Leased Premises.
- 5.6 SUBTENANT shall not do or permit to be done anything which may interfere with the effectiveness of accessibility of the drainage system, sewage system, alarm system, fire hydrants and hoses, if any, installed, or located on the Leased Premises.
- 5.7 SUBTENANT shall take measures to comply with applicable Federal Aviation Regulations and the Airport Security Plan.
- 5.8 SUBTENANT shall not do or permit to be done any act or thing upon the Leased Premises, which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 5.9 SUBTENANT expressly agrees to be bound by all the terms and conditions of the Environmental Compliance Matters attached hereby and incorporated herein by reference as Exhibit "C."

**ARTICLE 6  
INGRESS AND EGRESS**

- 6.1 The SUBTENANT shall have the right of ingress and egress to and from the Leased Premises utilizing roadways to be used in common with others having rites of passage thereon except when the Airport is closed to the public.
- 6.2 The use of any such roadway shall be subject to the present and future rules and regulations of the Airport. The City of Ocala may at any time, temporarily or permanently, close or consent to or request the closing of any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such so long as a reasonable means of ingress and egress, as provided above, remains available to the SUBTENANT. The SUBTENANT shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

**ARTICLE 7  
INSURANCE, DAMAGE, OR DESTRUCTION**

- 7.1 If any improvements made to the building, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction by SUBTENANT as set forth in 8.3 hereof) to the extent that they are unusable by SUBTENANT for the purposes for which they were used prior to such damage or same are destroyed, SUBLESSOR shall have the option to promptly repair, rebuild, replace the improvement, or cancel this Sublease Agreement. Should SUBLESSOR elect to so terminate the Sublease Agreement, notice shall be promptly given to SUBTENANT.
- 7.2 SUBTENANT shall at its expense repair and replace any fixtures, equipment, and other personal property necessary to properly and adequately continue its business on the Leased Premises. SUBTENANT agrees that such work will promptly commence and be completed with due diligence; subject to delays beyond SUBTENANT's control.
- 7.3 In the event the improvements made to the building on the Leased Premises are damaged or destroyed by fire or by reason of act or omission of the SUBTENANT or its employees, this Sublease Agreement shall continue in full force and effect and SUBTENANT shall repair or rebuild the improvements made to the building so damaged or destroyed in accordance with all current laws and regulations at SUBTENANT's own cost and expense and in a good workmanlike manner.

**ARTICLE 8  
LIABILITIES AND INDEMNITIES**

- 8.1 SUBLESSOR shall not in any way be liable for any cost, liability, claim, cause of action, damage or injury occurring on the Leased Premises or the Airport as a result of any operations, works, acts, or omissions performed by SUBTENANT or its agents.



- 8.2 SUBTENANT agrees on the days the Leased Premises is in use by the SUBTENANT, its agents, employees, representatives, and business invitees, that it is responsible for any and all of its own costs, liability, damage, and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent, or frivolous, by any person, firm, or corporation by reason of injury to or death of any person or persons and damage to, destruction or loss of use of any and all property (including City of Ocala personnel and City of Ocala property) directly or indirectly arising from or resulting from any operations, works, acts, or omissions of SUBTENANT, its agents, employees, representatives and business invitees.
- 8.3 In addition to SUBTENANT's undertaking, as stated in this Article, and as a means of further protecting SUBLESSOR, its officers, agents, servants and employees, SUBTENANT shall on the days the Leased Premises is in use by the SUBTENANT, its agents, employees, representatives and business invitees during the term of this Agreement obtain and maintain in effect self-insurance or public liability insurance coverage as set forth in Exhibit "B," attached hereto and made a part hereof. SUBTENANT further agrees to require its contractors (if any) doing work on the SUBTENANT's personal property on the Leased Premises to carry adequate insurance coverage.
- 8.4 The SUBTENANT represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under or in anywise connected with this Agreement.
- 8.5 The SUBTENANT represents and warrants that no broker has been concerned on its behalf in negotiation of this Agreement between SUBLESSOR and SUBTENANT and that no such broker is or may be entitled to be paid a commission in connection therewith.

## **ARTICLE 9 RULES AND REGULATIONS**

- 9.1 From time to time, the City of Ocala may adopt and enforce rules and regulations concerning the occupancy and use of the Leased Premises. SUBTENANT agrees to observe and obey any and all rules and regulations and all other Federal, State, and Municipal rules and regulations and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same. SUBTENANT recognizes that the City of Ocala reserves the right to deny access to the Leased Premises and its facilities to any person, firm, or corporation that fails or refuses to obey and comply with such rules, regulations, or laws.

## **ARTICLE 10 ASSIGNMENT AND SUBLEASE**

- 10.1 SUBTENANT covenants and agrees that it will not sell, convey, transfer, mortgage, pledge, or assign this Agreement or any part thereof or any rights created thereby without the prior written consent of SUBLESSOR and the City of Ocala.

- 10.2 Any assignment or transfer of this Agreement or any rights of SUBTENANT hereunder without the consent of SUBLESSOR and the City of Ocala shall entitle SUBLESSOR at its option to cancel this Agreement forthwith.

## **ARTICLE 11 CONDEMNATION**

- 11.1 It is further agreed and stipulated that if the whole or any part of the Leased Premises shall be taken by any public authority for any public use to such extent that the liability of the SUBTENANT to operate its business will be substantially impaired or frustrated, then this Sublease Agreement shall terminate.

## **ARTICLE 12 NONDISCRIMINATION**

- 12.1 The SUBTENANT, for its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended that the SUBTENANT shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 as said Regulations may be amended.
- 12.2 The SUBTENANT for itself, its personal representatives, successors of interest, and assigns as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that (1) no person on the basis of race, color, ethnicity, religion, gender, age, marital status, national origin, genetic information, or disability status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the basis of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the SUBTTENANT shall use the Leased Premises in compliances with all the other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 12.3 The SUBTENANT assures that it will, if applicable, undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to ensure that no person shall on the basis of race, color, ethnicity, religion, gender, age, marital status, national origin, genetic mutation, or disability status be excluded from participating in or receiving the services

or benefits of any program or activity covered by this Subpart. The SUBTENANT assures that it will require that its covered sub-organization provide assurances to the SUBTENANT that they will similarly undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, to Subpart E, to the same effect.

- 12.4 That in the event of breach of any of the preceding nondiscrimination covenants, SUBLESSOR shall have the right to terminate this Agreement and to reenter and repossess said land and the facilities thereon and hold the same as if said Sublease Agreement had never been made or issued.
- 12.5 During the time of war or national emergency, the City of Ocala shall have the right to lease the landing area or any part thereof, to the United States Government for military or naval use, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended.
- 12.6 In this connection, SUBLESSOR or the City of Ocala reserves the right to take whatever action it may be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the SUBTENANT, a breach of which continuing after notice by the City of Ocala to cease and desist will constitute a material breach of this Agreement and will entitle SUBLESSOR, at its option, to exercise its right of termination as provided for herein or take any action that it deems necessary to enforce compliance herewith.
- 12.7 The SUBTENANT shall include the foregoing provisions in every agreement or concession pursuant to which person or persons, other than the SUBTENANT, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City of Ocala a right to take such action as the United States may direct to enforce such covenant.

### **ARTICLE 13 GOVERNMENTAL REQUIREMENTS**

- 13.1 The SUBTENANT shall procure all licenses, certificates, permits, or other authorization from all governmental authorities, if any, having jurisdiction over the SUBTENANTS's operations at the Leased Premises which may be necessary for the SUBTENANT's operations.
- 13.2 Without waiving any right to protect any assessment or to claim any exception to which SUBTENANT may be entitled by law, the SUBTENANT shall pay a prorated amount consistent with the SUBTENANTS days of use of any taxes, license, certification, permit, and examination fees, and excise taxes which may be assessed, levied, exacted, or imposed on the Leased Premises, leasehold interest or operations hereunder, or on the gross receipts or income to SUBTENANT therefrom and shall make all applications, reports, and returns required in connection therewith.

**ARTICLE 14**  
**RIGHTS OF ENTRY RESERVED**

- 14.1 SUBLESSOR, by its officers, employees, agents, representatives, and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided such action by the SUBLESSOR, its officers, employees, agents, representatives, and contractors does not unreasonably interfere with the SUBTENANT's use, occupancy, or security requirements of the Leased Premises.
- 14.2 Without limiting the generality of the foregoing, the City of Ocala, by its officers, employees, agents, representatives, contractors, and furnisher of utilities and other services, shall have the right at its own cost and expense whether for its own benefit or for the benefit of other than the SUBTENANT at the Leased Premises to maintain existing and future utility, mechanical, electrical, and other systems to enter upon the Leased Premises at all reasonable times to make such repairs, replacements, or alterations thereto as may in the opinion of the City of Ocala be deemed necessary or advisable and, from time to time, to construct or install over, in, or under the Leased Premises, such systems or parts thereof and in connection with such maintenance use the Leased Premises or access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration, or new construction, the City of Ocala shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the SUBTENANT. It is specifically understood and agreed that the reservation of the aforesaid right by the City of Ocala shall not impose or be construed to impose upon the City of Ocala any obligation to repair, replace, or alter any utility service lines, now or hereafter, located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 14.3 In the event that any personal property of SUBTENANT shall obstruct the access of the City of Ocala, its officers, employees, agents, or contractors or the utility company furnishing utility service to any of the existing utility, mechanical, electrical, and other systems and thus shall interfere with the inspection, maintenance, or repair of any such system, SUBTENANT shall move such personal property as directed by the City of Ocala or said utility company, in order that access may be had to the system part thereof for inspection, maintenance, or repair. The exercising of this right of the City of Ocala shall not be construed to be an eviction of SUBTENANT, nor will it be grounds for an abatement of rent.
- 14.4 At any reasonable time and from time to time during the ordinary business hours, SUBLESSOR and the City of Ocala, by its officers, agents, and employees whether or not accompanied by SUBTENANT, occupier or user of the Leased Premises shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same.

**ARTICLE 15**  
**RENTS AND ADDITIONAL CHARGES**

- 15.1 In consideration for the use of the Leased Premises, SUBTENANT agrees to provide rent payments to SUBLESSOR in the amount of one hundred dollars (\$100.00) per day used. Rental hours will begin at 12:00 a.m. and end at 11:59 p.m. and is payable in U.S. denominated funds to the "District Board of Trustees of the College of Central Florida." Rent will not be prorated, and the full rental rate will be charged even if actual use is less than the 24 hour period within the same day.
- 15.2 As provided in Section 4., in the event SUBTENANT fails within thirty (30) days after the receipt of written notice from SUBLESSOR to perform or commence to perform any obligation required as a result of SUBTENANT's, agents, employees, representatives or business invitees negligence to be performed by SUBTENANT, SUBLESSOR may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by SUBTENANT and do all things reasonably necessary to perform such obligation, charging to SUBTENANT the cost and expense thereof. SUBTENANT agrees to pay to SUBLESSOR upon demand of such charges.

**ARTICLE 16**  
**DEFAULT**

- 16.1 In the event SUBTENANT breaches any term or provision of this Sublease Agreement including, but not limited to, the obligation to pay rent when due, the SUBLESSOR shall have the right to terminate this Sublease Agreement upon giving SUBTENANT thirty (30) days' notice to cure such default. If SUBTENANT has not cured any default within said thirty (30) day notice period to the satisfaction of the SUBLESSOR, then the SUBTENANT shall at once quit using the Leased Premises and SUBTENANT shall immediately remove its personal property from the Leased Premises. The foregoing rights are granted to the SUBLESSOR herein or by law. The failure by the SUBLESSOR at any time to exercise any right or remedy given to it is not to be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other future times.
- 16.2 Failure to maintain the proper insurance coverage required under this Sublease Agreement or failure to provide proof of coverage including proof of all renewals and changes in coverage shall constitute a material breach of this Lease Agreement if the default continues past one (1) business day after written demand by the SUBLESSOR to cure the default. In the event there is a lapse in coverage, the SUBLESSOR may terminate this Sublease Agreement.

**ARTICLE 17**  
**TERMINATION BY SUBTENANT**

17.1 In addition to any other right of cancellation herein given to SUBTENANT or any other rights to which it may be entitled by law, equity, or otherwise as long as SUBTENANT is not in default in payment to the SUBLESSOR, SUBTENANT may cancel this Sublease Agreement and thereby terminate all of its rights and non-accrued obligations hereunder by giving the SUBLESSOR thirty (30) days advance written notice or after the happening of the following event:

17.1.1 The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and its facilities or any substantial part thereof in such a manner as to substantially restrict SUBTENANT from operating its authorized use of the Leased Premises for a continuous period of at least ninety (90) days.

## **ARTICLE 18 SURRENDER AND RIGHT OF RE ENTRY**

18.1 Upon the cancellation or termination of this Agreement to any terms hereof, SUBTENANT agrees to peaceably surrender up the Leased Premises and all improvements to the SUBLESSOR as they may hereafter be repaired and improved by SUBTENANT save and except;

18.1.1 such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance;

18.1.2 obsolescence in spite of repair; and

18.1.3 damage to or destruction of the leasehold improvements for which insurance proceeds are received by the SUBLESSOR.

Upon such cancellation or termination, the SUBLESSOR may re-enter and repossess the Leased Premises together with all improvements and additions thereto or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement at the SUBLESSOR's election. Furthermore, upon such cancellation or termination and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination), if SUBTENANT is not in default in rentals or any other charges or obligations due the SUBLESSOR, SUBTENANT shall have the right to remove its personal property, which it may have on the Leased Premises provided the removal thereof does not impair, limit, or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved and provided further that SUBTENANT repairs all damage that might be occasioned by such removal and restores the building and site to the condition above required.

## **ARTICLE 19 USE SUBSEQUENT TO CANCELLATION OR TERMINATION**

19.1 The SUBLESSOR upon termination or cancellation pursuant to this Sublease Agreement may occupy the Leased Premises or may enter into an agreement with another

SUBTENANT and shall have the right to permit any person, firm, or corporation to enter upon the Leased Premises and use the same. Such use may be only part of the Leased Premises or of the entire Leased Premises together with other premises and for a period of time the same as or different from the balance of the term hereunder remaining from those set forth in this Agreement.

- 19.2 The SUBLESSOR shall also upon said termination or cancellation or upon re-entry, regaining, or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the SUBTENANT under this Agreement without affecting, altering, or diminishing the obligations of the SUBTENANT hereunder provided that any repairs, structural or other changes will not be at SUBTENANT's expense.

**ARTICLE 20**  
**LIMITATION OF RIGHTS AND PRIVILEGES GRANTED**

- 20.1 Except for the exclusive right of SUBTENANT to possession of the Leased Premises, no exclusive rights at the Leased Premises are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the SUBTENANT by this Agreement or by any provisions thereof than the rights and privileges expressly and specifically granted hereby.

**ARTICLE 21**  
**NOTICES**

- 21.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing or electronic mail and shall be deemed sufficiently given when same is deposited in the United States Mail with sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below, or received via electronic mail at the e-mail address set forth below:

To SUBLESSOR: Jennifer Fryns, Ph.D.  
Associate Vice President for Career and  
Professional Programs  
College of Central Florida  
3001 S.W. College Road  
Ocala, FL 34474  
Email: frynsj@cf.edu

To SUBTENANT: The School Board of Marion County, Florida  
Mark Vianello, Executive Director of Career and  
Technical Education  
1014 Southwest 7<sup>th</sup> Road  
Ocala, Florida 34471  
Phone Number: 352-671-7200

Fax Number: 352-671-7297  
Email: mark.vianello@marion.k12.fl.us

- 21.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

**ARTICLE 22  
HOLDING OVER**

- 22.1 No holding over by SUBTENANT after the termination of this Sublease Agreement shall serve to extend or renew this Sublease Agreement for any further term whatsoever, but SUBTENANT will by such holding over become the SUBTENANT at will of the SUBLESSOR and after written notice by the SUBLESSOR to vacate such Leased Premises, continued occupancy thereof by SUBTENANT shall constitute SUBTENANT a trespasser.
- 22.2 Any holding over by SUBTENANT beyond the thirty (30) day period permitted for the removal of personal property, without the written consent of the SUBLESSOR, shall make the SUBTENANT liable to the SUBLESSOR for damages equal to double the rentals provided for herein and which were in effect at the termination of the Sublease Agreement.
- 22.3 All insurance coverage that SUBTENANT is required under the provisions hereof to maintain in effect shall continue in effect for so long as SUBTENANT occupies the Leased Premises or any part thereof.

**ARTICLE 23  
INVALID PROVISIONS**

- 23.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof so long as the remainder shall constitute an enforceable Agreement.

**ARTICLE 24  
MISCELLANEOUS PROVISIONS**

- 24.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the SUBLESSOR, City of Ocala, or SUBTENANT at law or in equity and the exercising of any remedy or in the existence herein of other remedies or indemnities shall not prevent the exercising of any other remedy.
- 24.2 The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercising of such right or rights in the event of any subsequent breach by such other party, nor shall the other party be relieved thereby from its obligations under the terms hereof.



24.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, provided, however, that this Section shall not excuse SUBTENANT from paying the rentals herein specified.

24.4 No officer, official, agent, or employee of any party to this Agreement shall be charged personally or held contractually liable under any term or provision of this Agreement or of any supplement, modification, or amendment to this Agreement because of any breach or because of his or her execution of this Agreement.

24.5 The SUBLESSOR covenants that as long as SUBTENANT is not in default of any provisions of this Agreement, SUBTENANT shall and may peaceably and quietly, have, hold, and enjoy the Leased Premises on the days of use scheduled or agreed upon between the parties it during the term hereof unless sooner cancelled as provided in this Agreement.

24.6 SUBTENANT shall not use or permit the use of the Leased Premises or any part thereof for any purpose or use other than those authorized by this Agreement.

24.7 This Agreement shall be performable and enforceable in the City of Ocala, Marion County, Florida, and shall be construed in accordance with the laws of the State of Florida.

24.8 This Agreement is made for the sole and exclusive benefit of the SUBLESSOR and SUBTENANT, their successors and assigns and is not made for the benefit of any third party.

24.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

24.10 All covenants, and stipulations, in this agreement shall extend to and bind each party hereto, its legal representatives, successors, and assigns.

24.11 The titles of the several articles of this agreement are inserted herein for convenience only and are not intended and are not to be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

24.12 Nothing herein contained shall create or be construed to create a co-partnership between the SUBLESSOR and the SUBTENANT or constitute the SUBTENANT an agent of the SUBLESSOR. The SUBLESSOR and the SUBTENANT each expressly disclaim the existence of such a relationship between them.

24.13 This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

25.1 The Agreement consists of Articles one (1) through twenty-five (25) inclusive Exhibits "A," "B," and "C."

25.2 This Sublease Agreement constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged, or extended by written instrument duly executed by the SUBLESSOR or the SUBTENANT unless expressed in writing and signed by both parties.

EXECUTED in this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

DISTRICT BOARD OF TRUSTEES OF THE  
COLLEGE OF CENTRAL FLORIDA

\_\_\_\_\_  
Rusty Branson, Chair

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

THE SCHOOL BOARD OF MARION  
COUNTY, FLORIDA

\_\_\_\_\_  
Kelly King, Board Chair

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

E:\RWB\CF\AA Archive General Counsel Folder\LEGAL (Archive from Transition)\CONTRACTS\City of Ocala - Airport Driving Pad Lease\2019-01-07 MCPS Agreement to Sublease Airport Driving Pad RWB.docx



Villie M. Smith, CFA, ASA  
Marion County Property Appraiser

GIS Web Mapping Application

Last Updated: 01/04/2019



**EXHIBIT A**

**EXHIBIT A - AERIAL VIEW MAP**

DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.

## EXHIBIT B

The SUBTENANT, at SUBTENANT's expense, shall obtain and maintain in continuous effect during the terms of this Sublease Agreement insurance policies issued by an insurance carrier licensed to do business in the State of Florida, providing for:

1. Liability Insurance:
  - 1.1 General Liability insurance, with combined single limits of not less than \$200,000 per occurrence, \$1,000,000 aggregate, shall be provided and maintained by the SUBTENANT.
  - 1.2 If the Commercial General Liability form is used:
    - 1.2.1 Coverage A shall include Leased Premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad from property damage coverages;
    - 1.2.2 Coverage B shall include personal injury; and
    - 1.2.3 Coverage C, medical payments, is not required.
  - 1.3 If the Comprehensive General Liability form is used, it shall include, at least Bodily Injury and Property damage liability for Leased Premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.
2. Business Auto Liability: Business auto liability shall be provided by the SUBTENANT with combined single limits of not less than \$200,000 per occurrence, \$1,000,000 aggregate, and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.
3. Workers' Compensation: The SUBTENANT shall maintain Workers' Compensation insurance for statutory requirements and employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease. The SUBLESSOR need not be named as an Additional Insured, but "subrogation waiver endorsement is required."
4. Certificates: The SUBTENANT shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, showing the "DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA" as an Additional Insured or a letter of self-insurance. The College of Central Florida Dean of Business, Technology and Career and Technical Education should be shown as the Certificate Holder, and provide 30 day cancellation notice to that address.
5. Duplicate of Coverage
  - 5.1 Insurance required of the SUBTENANT or any other insurance of the SUBTENANT shall be considered primary and insurance or self-insurance of the SUBLESSOR shall be considered excess, as may be applicable to claims against the SUBLESSOR which will arise out of this contract.

5.2 This Sublease Agreement shall not be effective until the required Certificate(s) have been provided. The Sublease Agreement will shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

6. Severability of Interest: The SUBTENANT shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that the SUBLESSOR (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

7. Insurance Requirements: These insurance requirements shall not relieve or limit the liability of the SUBTENANT. The SUBTENANT does not in any way represent that these types or amounts or insurance are sufficient of adequate to protect the SUBTENANT's interests or liabilities, but are merely minimums. No insurance is provided by the SUBLESSOR under this contract to cover the SUBTENANT or its Contractors/Sub-contractors.

8. Safety/Environmental

8.1 The SUBTENANT is responsible at all times for precautions to achieve the protection of all persons including employees and property.

8.2 The SUBTENANT shall make special effort to detect hazardous conditions and shall make prompt action where necessary to avoid accident, injury, or property damage. NFPA, EPA, DEP, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute safety Standards. All hazardous material spills, accidents, injuries or claims or potential claims shall be reported promptly to the College of Central Florida Dean of Business, Technology and Career and Technical Education and the City of Ocala Risk Management Department (352) 629-8359.

**EXHIBIT C**  
**ENVIRONMENTAL COMPLIANCE MATTERS**

1. SUBLESSOR AND SUBTENANT expressly agree that there are no third party beneficiaries to this Article or any portion of this Sublease Agreement.
2. For the purpose of this part, the following terms shall be defined as follows:
  - 2.1 “Hazardous Material” means any radioactive, hazardous, or toxic substance, material, waste or similar term, the presence of which on the Premises, or the discharge or emission of which from the premises, is prohibited by Governmental Requirements (hereafter defined) or which require special handling in collection, storage, treatment, or disposal by any Governmental, The term Hazardous Material includes, but is not limited to, any material, Substance, waste or similar term which is:
    - 2.1.1 Defined as a hazardous material under the laws of the State of Florida as they are amended from time to time;
    - 2.1.2 Defined as a hazardous substance under Section 311 of the federal Water Pollution Control Act (33 U.S.C Section 1317) as amended from time to time;
    - 2.1.3 Defined as a hazardous waste under the Section 1004 of the Federal Resource Conservation and Recovery Act (RCRA) (42 U.S.C Section 6901, et seq.) as amended from time to time;
    - 2.1.4 Defined as a hazardous waste substance under Section 101 of the Comprehensive Environmental Response, Comprehension, and Liability Act, (CERCLA) and (SARA) (42 U.S.C. Section 9601, et seq.) as amended from time to time;
    - 2.1.5 Defined as a radioactive, hazardous, or toxic substance, waste, material, or similar term in any rules and regulations, as amended from time to time, which are adopted by any administrative agency; including, but not limited to the Environmental Protection Agency, the Occupational Safety, and Health Administration and any such similar state or local agency having jurisdiction over the premises, whether or not such rules and regulations have the force of law;
    - 2.1.6 Determined to contain asbestos or polychlorinated biphenyls;
    - 2.1.7 Defined as a radioactive, hazardous, or toxic waste, substance, material, or similar term in any other statute, regulation, rule or law presently in effect, or enacted or adopted as any time after the date of this Sublease Agreement, by local authorities, the State of Florida, and/or the Federal Government; or
    - 2.1.8 Subject to regulation under Toxic Substances Control Act (TSCA) 15 U.S.C.
  - 2.2 “Governmental Requirements” shall mean all laws, ordinances, statutes, codes, regulations, orders, and decrees of the United States, the State of Florida, and local, governmental, or regulatory authorities exercising jurisdiction over the City of Ocala or the Leased Premises.

- 2.2.1 The "Termination Date" shall be the date on which the term and all extended terms of this Sublease Agreement shall expire.
  - 2.2.2 "Hazardous Material Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the Demised premises, or the contamination of the buildings, facilities, soil, ground water, air, or other elements on, or of, as a result of Hazardous Material at any time emanating from the Demised Premises.
3. To the best of SUBLESSOR'S knowledge, as of the date of the SUBTENANT'S obligation to pay rent begins, there will not be any Hazardous Material on or in the Demised Premises, or being released or discharged therefrom (the term "Demised Premises" expressly including for the purpose of this Section, all buildings and other improvements located thereon, all of SUBLESSOR'S personal property, the soil, and the ground water thereof: including the streams crossing or abutting the Demised Premises and the aquifer underlying the Demised Premises), whether such Hazardous Material be located or placed on or within the Demised Premises by spill, release, discharge, disposal, storage, or otherwise.
4. To the best of SUBLESSOR'S knowledge after due and diligent inquiry: (1) no part of the Demised Premises has ever been used as a manufacturing, storage, or dump site for Hazardous Material, nor is any part of the Demised Premises affected by any Hazardous Material Contamination; (2) no property adjoining the Demised Premises has ever been used as a manufacturing, storage, or dump site for Hazardous Material; and (3) no property adjoining the Demised Premises is affected by Hazardous Material Contamination. As soon as practicable, after the SUBTENANT'S obligation to pay begins, SUBTENANT may, at its expense, deliver to SUBLESSOR an environmental audit of the property. If such audit reveals the presence of any hazardous waste, SUBLESSOR shall, at its sole expense, remove, and dispose of the same.
5. SUBTENANT covenants and agrees that throughout the term of the Agreement to Sublease, SUBTENANT and SUBTENANT'S agents, contractors, authorized representatives, licensees, engage in any of the following prohibited activities, and SUBLESSOR shall use its best and diligent efforts to see that SUBLESSOR'S invitees and SUBTENANT'S, and such SUBTENANT'S employees, agents, and invitees shall not, except in accordance with laws and regulations:
  - 5.1 Cause or permit any release or discharge of Hazardous Material from the demised Premises;
  - 5.2 Cause or permit any manufacturing, holding, handling, retaining, transporting, spilling, leaking, or dumping of Hazardous Material in or on any portion of the demised Premises; or
  - 5.3 Otherwise place, keep, maintain, or allowed to be placed, or maintained, any Hazardous Material on any pollution of the Demised Premises.
6. From the effective date of the Sublease Agreement through termination date, SUBLESSOR shall comply, and cause SUBTENANT'S agents and the Demised Premises to comply with all laws, ordinances, rules, and regulations of all authorities having jurisdiction over the SUBTENANT, SUBTENANT'S agent, the Demised



Premises, or the use of the Demised Premises, and pertaining to any Hazardous Material (herein called "Hazardous Material Laws").

7. If Hazardous Material is shown to have been discharged onto the Demised Premises by SUBTENANT, its agents, licensees, permittees, or employees in violation of Hazardous Materials Laws, SUBTENANT shall pay immediately when due the cost of removal of any such Hazardous Material from the Demised Premises in compliance with all Governmental Requirements, and keep the entire Demised Premises free of any lien imposed pursuant to any laws, regulations, or orders of any governmental or regulatory authority having to do with the removal of such Hazardous Material. If the United States Environmental Protection Agency (EPA) determines that the source of the hazardous waste was outside of the lands described on Exhibit A, and if the SUBTENANT or SUBTENANT'S agents, invitees, SUBTENANTS, and the agents of invitees and SUBTENANTS have not contributed to the presence of such hazardous waste, removal shall not be at SUBTENANT'S expense. In the instances where the removal and disposal of the hazardous waste is the SUBTENANT'S obligation, it shall within thirty (30) days after demand by SUBLESSOR obtain and deliver to SUBLESSOR a bond, letter of credit, or similar financial assurance for the benefit of SUBLESSOR evidencing to SUBLESSOR'S satisfaction, that all necessary funds are available to pay the cost of removing, treating, and disposing of all Hazardous Material or liens which may be established on the Demised Premises as a result thereof.
8. To the best of SUBLESSOR'S knowledge, no report, analysis, study, or other document asserting that Hazardous Material Contamination exists on the Demised Premises or identifying any Hazardous Material as being located upon released or discharged from the Demised Premises has been issued.
9. SUBTENANT SHALL:
  - 9.1 Give notice to SUBLESSOR immediately upon SUBTENANT'S acquiring knowledge of the presence of Hazardous Material on the Demised Premises in violation of applicable Hazardous Material Laws or of any Hazardous Material Contamination thereof, with a full description thereof.
  - 9.2 Immediately advise SUBLESSOR in writing of any notices received by SUBTENANT or SUBTENANT'S agents alleging that the Demised Premises contains Hazardous Material in violation of applicable Hazardous Material Laws or Hazardous Material Contamination or that violation or potential violation of any Hazardous Material Laws by SUBTENANT, SUBTENANT'S agents or the Demised Premises exists (whether such notices are received from the Environmental Protection agency, the Occupational Safety and Health Agency, or any other Federal, State or local government agency or regional thereof);
  - 9.3 Immediately advise SUBLESSOR in writing of any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened with respect to the Demised Premises or any property adjoining the Demised Premises pursuant to any Hazardous Material Laws;

- 9.4 Immediately advise SUBLESSOR in writing of all claims made or threatened by any third party against SUBTENANT, SUBTENANT'S agent, or the Demised Premises relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Material or Hazardous Material Contamination or other be in violation of any Hazardous Material Laws.
10. Without SUBLESSOR'S prior written consent, which shall not be unreasonably withheld, SUBTENANT shall not take any remedial action in response to the presence of Hazardous Material or Hazardous Material Contamination upon or about the Demised Premises, nor enter into any settled agreement, consent decree, or other compromise in respect to any violation or alleged violation of any Hazardous Material Laws, which remedial action, settlement, consent or compromise might, in SUBLESSOR'S judgement, impair the value of the Demised Premises, provided, however, that SUBLESSOR'S prior written consent shall not be necessary in the event that the Presence of Hazardous Material or Hazardous Material Contamination on or about the Demised Premises either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary. In such event, SUBTENANT shall notify SUBLESSOR as soon as practicable of any action so taken. SUBLESSOR shall not withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) SUBTENANT establishes to the reasonable satisfaction of the SUBLESSOR that there is no reasonable alternative to such remedial action which would result in less impairment to the value of the Demised Premises.
11. In addition to the other remedies provided to SUBLESSOR, SUBLESSOR shall have the right, but not the obligation to cause all Hazardous Materials or Hazardous Material Contamination fund on or in the Demised Premises to be removed therefrom, and in such event, the cost of the removal, including any expenses, charges, and fees, incurred by SUBLESSOR in connection therewith, including attorneys, engineers, and consultant fees, shall be payable by SUBTENANT on demand for Hazardous Material shown to have been discharged into the Demised Property by SUBTENANT, its agents, licensees, permittees, or employees in violation of Hazardous Material Laws, and shall bear interest at Citibank of New York prime rate plus three percent (3%) per annum from the date advanced until paid. SUBTENANT shall give to SUBLESSOR'S agents and employees access to the Demised Premises for such purposes. SUBTENANT hereby grants to its agents and employees, full right and authority to remove such Hazardous Material on the premises in violation of applicable Hazardous Material Laws or Hazardous Material Contamination from the Demised Premises.
12. SUBLESSOR, at any time and from time to time during the term of the Sublease Agreement and all extensions thereof, if it has reasonable cause to suspect that any provision of this Article is not being complied with, may notify SUBTENANT in writing that it desires site assessment or environmental audit (such assessment or audit being herein called the "Audit") of the Demised Premises to be made, and at any time thereafter cause such site assessment or environmental audit to be made of the Demised Premises. If violation of this Exhibit "B" is found, then the audit shall be at SUBTENANT'S sole

expense. If not violation is found, SUBLESSOR shall pay for subject audit. Such Audit(s) shall be performed in a manner reasonably calculated to confirm and verify compliance with the provisions of this Article. Such results shall be kept confidential by both, SUBLESSOR and SUBTENANT, unless either party is legally compelled or required to disclose such results, or disclosure is reasonably required in order to pursue rights or remedies provided herein or at law.

13. SUBTENANT covenants to reasonably cooperate with the persons conducting the Audit (the "Auditors") to allow entry and reasonable access to all portions of the Demised Premises for the purpose of the Audit, to supply the Auditors with all available historical and operations information regarding the demised Premises as may reasonably be requested by the Auditors, and to make available for meetings with the Auditors appropriate personnel having knowledge or matters relevant to the Audit. For any Hazardous Material Contamination shown to have been discharged on to the demised Premises by SUBTENANT, its agents, licensees, permittees, or employees, in violation of Hazardous Material Laws, SUBTENANT covenants to comply, at its sole cost expense, with all recommendations contained in the Audit, including any recommendation for additional testing and studies to detect the presence of Hazardous Material or Hazardous Material Contamination, or to otherwise confirm and verify SUBTENANT'S compliance with the provisions of this Article.

14. SUBTENANT warrants that during the initial term, all extended terms of this Sublease Agreement and upon surrender of the Demised Premises to SUBLESSOR that the property described on Exhibit "A" and all improvements thereon will be free of all hazardous waste in violation of applicable Hazardous Material Laws to the extent required above. The SUBTENANT shall be solely responsible for any and all actions, loss, liability, damage, cost or expense occasioned by, resulting from, or consequent to any Hazardous Material held or used in violation of applicable Hazardous Material Laws or Hazardous Material Contamination shown to have been discharged onto the Demised Premises by SUBTENANT'S agents, licensees, permittees, or employees in violation of Hazardous Materials Laws; any release or discharges of Hazardous Material from the Demised Premises; any manufacturing, maintaining, holding, handling, transporting, spilling, leaking or dumping of Hazardous Material on or at the Demised Premises, any other violation of Hazardous Material Laws; any claim or assertion that any such Hazardous Material or Hazardous Material Contamination is so located on the Demised Premises or that any such activities or violations have been, or are being, engaged in on the Demised Premises; or any other failure or alleged failure of SUBTENANTS, SUBTENANT'S agents, or the Demised Premises to comply with the provision of this Article notwithstanding any and any attempts by SUBTENANT to exercise due diligence in ascertaining whether or not any of the events outlined above affect the Demised Premises. Such loss, liability, damage, cost, or expenses shall include without limitations:

14.1 All foreseeable consequential damages;

14.2 The costs for any required or necessary repair, cleanup or detoxification of the Demised Premises, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans;

- 14.3 Damage to any natural resources; and
  - 14.4 All reasonable costs and expenses incurred by SUBLESSOR in connection with clause (1), (2), and (3), including but not limited reasonable attorney and consultant's fees.
15. SUBLESSOR shall have the right, but not the obligation, to join and participate in (as a party if it so elects), any legal or administrative proceedings or actions initiated in connection with any allegation that the other SUBTENANT, its agents, of the Demised Premises violate, or have violated, any provision of this Article, and have their reasonable attorney's and consultant's fees in connection therewith paid by the other party upon demand.
16. In addition to any other right or remedy contained in this Sublease Agreement, if SUBLESSOR or SUBTENANT shall fail to comply with any term, provision, or requirement of this Article, and if such failure to comply shall not be corrected within the lesser of the following time periods (the "Correction Period"):
- 16.1 Fifteen (15) days after notice thereof from SUBLESSOR; or
  - 16.2 The time period specified by any governmental or regulatory body for corrective action with respect to such failure to comply;
  - 16.3 Then such failure to comply shall at SUBTENANT'S or SUBLESSOR'S election and without further notice, constitute default under this Sublease Agreement. Provided, however, if SUBTENANT'S failure to comply shall be of such a nature that it cannot reasonably be corrected within the Correction Period, and if SUBTENANT shall, within said Correction Period, commence action to comply, thereafter diligently prosecute such corrective action to completion, and provided the governmental or regulatory body having jurisdiction with respect to such failure shall not object, then SUBTENANT shall have a reasonable additional period beyond said Correction Period in which to cure such failure to comply.

Any environmental audit required hereunder will be performed by an Independent company of recognized standing.

**COLLEGE OF CENTRAL FLORIDA**

10

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: 2018 - 2019 Equity Report

INITIATOR: Jennifer Klepfer  
Director – Human Resources

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

DATE: May 22, 2019

---

---

**BACKGROUND AND PERTINENT FACTS (including Objective):**

The Florida Educational Equity Act, Sections 1000.05 F.S. and 1012.86 F.S., requires school districts, colleges and universities to develop a general overview of their compliance status in areas of policy, student participation, gender equity in athletics and accountability in institutional employment. A copy of the executive summary is included, and the full report will be available at the meeting.

**RECOMMENDATION/ACTION REQUESTED:**

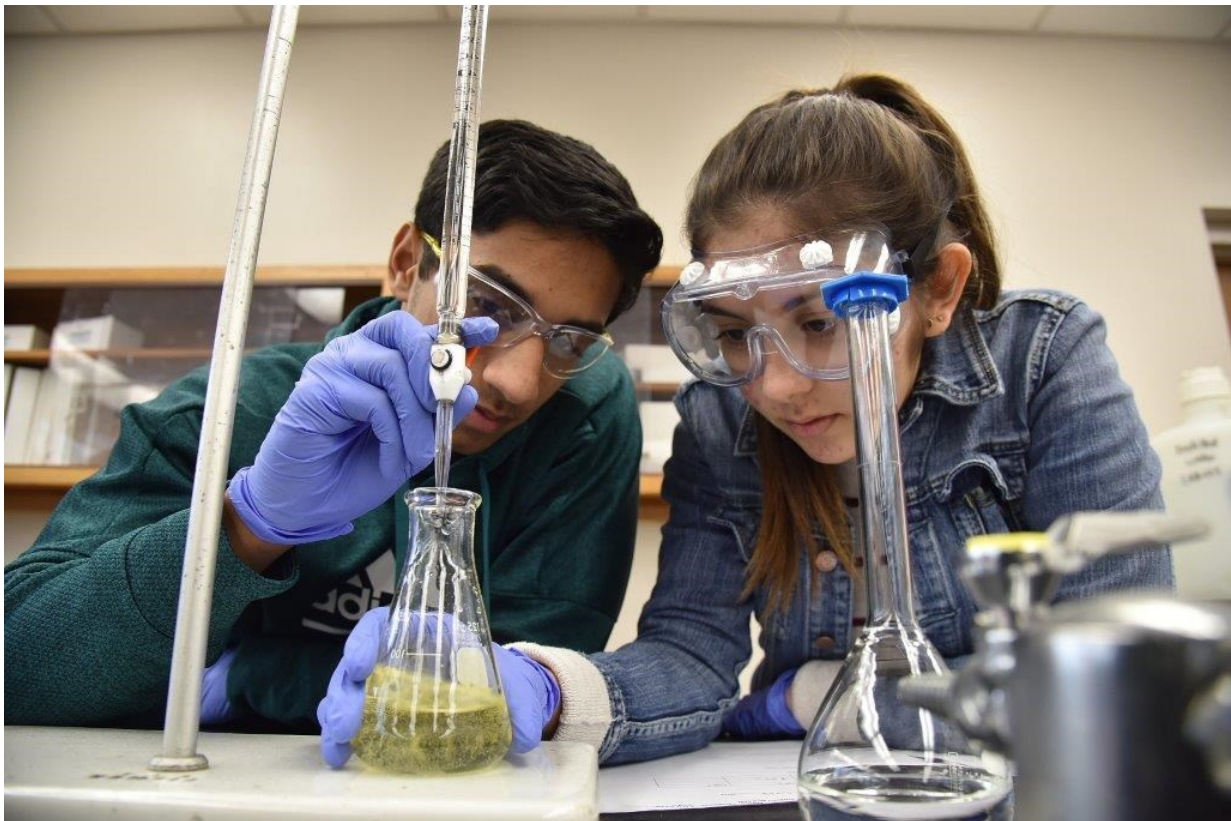
That the District Board of Trustees approves the Annual Equity Report and authorizes the Board Chair to sign.



COLLEGE of  
CENTRAL  
FLORIDA

—an equal opportunity college—

## ***Executive Summary***



# **College of Central Florida Annual Equity Update Report 2018-2019**

## Contents

General Information and Applicable Laws for Reporting .....	2
Part I. ( <i>Submission 1</i> ) Substitution Waivers for Admissions and Course Substitutions for Eligible Students with Disabilities .....	3
Part II. ( <i>Submission 1</i> ) College Employment Equity Accountability Plan .....	4
A. Data, Analysis and Benchmarks .....	4
B. Evaluations of Employment Practices – Evaluations of Key Personnel and Presidents .....	6
C. Additional Requirements .....	6
Part I. ( <i>Submission 2</i> ) Description of Plan Development .....	8
Part II. ( <i>Submission 2</i> ) Policies and Procedures that Prohibit Discrimination.....	8
Part III. ( <i>Submission 2</i> ) Strategies to Overcome Underrepresentation of Students .....	8
A. Student Completions (college degree and certificate programs).....	10
B. Student Success in Targeted Programs.....	12
Part IV. ( <i>Submission 2</i> ) Gender Equity in Athletics .....	13
A. Corrective Action Plan .....	13

## EXECUTIVE SUMMARY

### General Information and Applicable Laws for Reporting

The purpose of the College Annual Equity Update is to provide updates on efforts to comply with Florida Statutes related to nondiscrimination and equal access to postsecondary education and employment. The following Florida Statutes (F.S.) and implementing State Board of Education Rules in the Florida Administrative Code (F.A.C.) have specific requirements for this annual update.

- Section (§) 1000.05, F.S., the “Florida Educational Equity Act”
- Implementing Rules 6A-19.001 – 6A-19.010, F.A.C., related to educational equity
- §1006.71, F.S., Gender equity in intercollegiate athletics
- Implementing Rule 6A-10.041, F.A.C., Substitution for Requirements for Eligible Disabled Students at Florida Colleges and Postsecondary Career Centers
- §1012.86, F.S., Florida College System institution employment equity accountability program

Florida Statutes require postsecondary institutions in the Florida College System to develop and annually update plans that will positively impact efforts to increase diversity among students and employees. The Florida College System will utilize the statutory guidelines for colleges to create a baseline plan to be updated each year. The college equity plan submitted in Spring 2018 for 2017-2018 is considered as the college’s most recent baseline report that is updated each year. The employment equity accountability plan will continue to be submitted as an annual plan as required under §1012.86, F.S.

For the 2017-2018 annual report and subsequent years, data will be based on the degree or other formal award being sought, as declared by the student and defined in rule 6A-14.030, Florida Statutes and collected through Data Element 2001 Program of Study-Award Type: Associate In Arts Degree; Associate in Science Degree; College Credit Certificate; Career and Certificate; Degree Seeking, undecided; Associate in Applied Science Degree; Baccalaureate; Applied Technology Degree; Education Preparation Institution Certificate; Certificate of Professional Preparation; Apprenticeship Program; and Advanced Technical Certificate. Students classified as “No Formal Award (Credit, Non-degree Seeker)” are not declared as being enrolled in a program from which they can receive a degree or certificate and are no longer included in the data of student equity enrollments. This change aligns declared degree or award with the completion outcome.

**New this year:** the 2018-2019 equity report was divided into two submissions to accommodate statutory deadlines and the Florida Department of Education’s timing in sending the equity data and report templates to the postsecondary institutions.

Submission One – Deadline of April 30, 2019

Submission Two – Deadline of June 28, 2019.

The signature page signifying district board of trustee approval is due with the submission two deadline and not required for submission one.



## Part I. (Submission 1) Substitution Waivers for Admissions and Course Substitutions for Eligible Students with Disabilities

List the number of students with reported and eligible disabilities who received course substitutions as well as the required course(s), substitution(s) provided, and discipline area (i.e., mathematics) by disability type beginning with the fall semester of the preceding academic year.

Disability	Number of students	Required Course(s)	Substituted Course(s)	Discipline Area
DIS Population	1	CGS1100	MGF1107	Mathematics

Semester	Number of substitutions requested	Number of substitutions granted
<b>Total</b>	<b>3</b>	<b>1</b>

Whenever possible, CF will grant substitution requests for students. The two requests received in the fall semester were not granted due to the following:

1. The course was required by the state and could not be substituted.
2. A passing grade was received in the original course; therefore an alternative method was used to assist the student.

## Part II. (Submission 1) College Employment Equity Accountability Plan

§1012.86, F.S., Florida College System institution employment equity accountability program requires that each college include in its annual equity update a plan for increasing the representation of women and minorities in senior-level positions, full-time faculty positions, and full-time faculty positions who have attained continuing contract status. The plan must include specific measurable goals and objectives, specific strategies and timelines for accomplishing these goals and objectives, and comparable national standards as provided by the Florida Department of Education.

### A. Data, Analysis and Benchmarks

DFC provides colleges with employment data for the last three fall terms to evaluate employment trends for females and minorities in senior-level positions (also referred to as Executive/Administrative/Managerial or EAM positions), full-time instructional staff and full-time instructional staff with continuing contract status. DFC also provides colleges with student enrollment percentages by race and gender to be used as the benchmark for setting employment goals, as colleges seek to reflect their student demographics in their employment.

### Full-Time EAM - Goal Achievement Analysis and Setting Goals

F/T Exec. Admin. Mgr.	Actual Data (%) Fall 2017	Actual Data (%) Fall 2018	College Student Population Percent*	Stated Goals Fall 2018*	Met Goal (Yes/No)	Goals for 2019
Black Female	6.89%	6.25%	8.87%	6.90%	No	6.50%
Black Male	6.89%	9.38%	4.70%	4.93%	Yes	4.70%
Hispanic Female	0.00%	0.00%	10.57%	0.50%	No	0.50%
Hispanic Male	3.45%	3.13%	6.60%	3.50%	No	3.45%
White Female	41.38%	34.38%	38.05%	37.46%	No	35.00%
White Male	37.93%	43.75%	24.69%	24.89%	Yes	24.69%
Other Minorities Female	0.00%	0.00%	3.78%	0.50%	No	0.50%
Other Minorities Male	3.45%	3.13%	2.74%	2.54%	Yes	2.74%
Total Female	48.28%	40.63%	61.27%	50.00%	No	50.00%
Total Male	51.72%	59.38%	38.73%	39.00%	Yes	38.73%

### Full-Time Instructional - Goal Achievement Analysis and Setting Goals

F/T Instructional	Actual Data (%) Fall 2017	Actual Data (%) Fall 2018	College Student Population Percent*	Stated Goals Fall 2018	Met Goal (Yes/No)	Goals for 2019
Black Female	4.00%	3.97%	8.87%	4.50%	No	4.25%
Black Male	3.20%	3.17%	4.70%	3.50%	No	3.25%
Hispanic Female	1.60%	1.59%	10.57%	1.75%	No	1.60%
Hispanic Male	0.80%	1.59%	6.60%	1.00%	Yes	1.60%
White Female	50.40%	52.38%	38.05%	37.46%	Yes	38.05%
White Male	36.80%	34.13%	24.69%	24.89%	Yes	24.69%
Other Minorities Female	0.80%	0.79%	3.78%	1.00%	No	1.00%
Other Minorities Male	2.40%	2.38%	2.74%	2.54%	No	2.40%
Total Female	56.80%	58.73%	61.27%	57.00%	Yes	58.50%
Total Male	43.20%	41.27%	38.73%	43.00%	No	38.73%

### Full-Time Instructional with Continuing Contract – Goal Achievement Analysis and Setting Goals

F/T Instructional with Continuing Contract	Actual Data (%) Fall 2017	Actual Data (%) Fall 2018	College Student Population Percent*	Stated Goals Fall 2018	Met Goal (Yes/No)	Goals for 2019
Black Female	3.33%	1.45%	8.87%	3.40%	No	2.50%
Black Male	3.33%	5.80%	4.70%	3.40%	Yes	4.70%
Hispanic Female	1.67%	1.45%	10.57%	1.70%	No	1.70%
Hispanic Male	0.00%	1.45%	6.60%	1.00%	Yes	1.45%
White Female	50.00%	53.62%	38.05%	37.46%	Yes	38.05%
White Male	40.00%	34.78%	24.69%	24.89%	Yes	24.69%
Other Minorities Female	1.67%	1.45%	3.78%	1.70%	No	1.70%
Other Minorities Male	0.00%	0.00%	2.74%	0.50%	No	0.50%
Total Female	56.67%	57.97%	61.27%	57.00%	Yes	57.97%
Total Male	43.33%	42.03%	38.73%	39.00%	Yes	38.73%

Specific methods and strategies include the following:

- Continue current recruitment strategies of advertising in local and surrounding area newspapers and national job boards.
- Continue providing mentoring programs, career counseling, tuition reimbursement, scholarships, professional training and educational career growth.

- Recruit at diversity job fairs.
- Recruit from minority-serving colleges and universities.
- Target recruitment to minority-serving professional societies and organizations.
- Continue efforts to partner with local school boards to do team recruiting, (i.e. local and national job fairs).
- Target the local NAACP and other minority organizations in the tri-county area to assist with recruitment efforts of minority candidates.
- Utilize professional publications and diverse advertising media identified as serving predominately minority populations.

Barriers affecting the successful recruitment and/or retention of females and/or minorities?

The following barriers continue to pose challenges to the institution's ongoing recruitment efforts:

- Enrollment declines and related tuition revenue.
- Competition with K-12 school districts and local technical schools where salaries are higher.
- Competition with salaries at other colleges and universities.
- Applicant pools continue to maintain a low selection of highly qualified candidates that represent diversity.

**B. Evaluations of Employment Practices – Evaluations of Key Personnel and Presidents**

Full detail available in the report.

**C. Additional Requirements**

**The college should complete the following related to additional processes required by §1012.86, F.S.**

Full detail available in the report.

### Salary Information for New Hires

<b>Job Classification</b> (the IPEDS Fall Staff Survey job classifications may be used as appropriate)	<b>Number of New Hires*</b>	<b>New Hires* Salary Range</b>	<b>Number of Existing Employee(s) with Comparable Experience</b>	<b>Existing Employee* Salary Range</b>
Instructional Staff	18	\$42,803 - \$64,749	112	\$37,835 - \$78,933
Management	8	\$65,000 - \$97,496	25	\$60,618 - \$139,256
Community, Social Service, Legal, Arts, Design, Entertainment, Sports, and Media	8	\$23,108 - \$55,000	46	\$20,125 - \$56,776
Service	3	\$19,998 - \$26,017	14	\$18,347 - \$35,811
Office and Administrative Support	30	\$18,347 - \$51,912	51	\$19,998 - \$49,748
Natural Resources, Construction, and Maintenance	4	\$21,800 - \$51,188	28	\$22,474 - \$51,200

*\* IPEDS definition of New Hires: Includes full-time permanent new hires on the payroll of the institution between November 1, 2017 and October 31, 2018, either for the first time (new to the institution) or after a break in service and who are still on the payroll of the institution as November 1, 2018.*

## **Part I. (Submission 2) Description of Plan Development**

Eighteen individuals Faculty, Staff, and Administrators were involved in the plan development.

## **Part II. (Submission 2) Policies and Procedures that Prohibit Discrimination**

This section relates to processes used to ensure that certain policies and procedures are current, accurate, and in compliance and available to all students, employees and applicants as required by statute.

There were no updates to the college's policy of nondiscrimination adopted by the governing board.

## **Part III. (Submission 2) Strategies to Overcome Underrepresentation of Students**

### **Enrollment Analysis:**

FTIC enrollments and overall enrollments are down for Other Races – Females, Hispanic Males and White Males.

FTIC enrollments and overall enrollments are up for Other Races – Males and Hispanic Females.

FTIC enrollments are up and overall enrollments are down for White Females and both genders of Blacks and DIS student enrollment.

FTIC enrollments are down and overall enrollments are up for both genders of LEP student enrollment.

**Achievement of Goals:**

Summary of Achievement of Goals. Some goals not achieved.

College of Central Florida, like other institutions within the Florida College System, continues to experience enrollment decline as a result of an improving economic climate.

Overall males continue to enroll at a lower rate by comparison to their female counterparts.

First Time in College (FTIC)				Overall Enrollments		
Group	2017- 2018 Goals for FTIC	Achieved? Y/N	2018 - 2019 Goals for FTIC	2017- 2018 Goals for Overall Enrollments	Achieved? Y/N	2018 - 2019 Goals for Overall Enrollments
<b>Black</b>	Males 5.8%	Y (6.04%)	Males 6.04%	14.77%	N (13.56%)	Males 13.60%
<b>Hispanic</b>	Males 8.88%	N (8.08%)	Males 8.10%	16.53%	Y (17.17%)	Males 17.17%
<b>Other Minorities</b>	Males 2.60%	Y (3.86%)	Males 3.86%	6.40%	Y (6.52%)	Males 6.52%
<b>White</b>	Males 30.35%	N (24.65%)	Males 24.70%	62.50%	Y (62.74%)	Males 62.74%
<b>Male</b>	47.59%	N (42.63%)	42.65%	39.00%	N (38.73%)	38.80%
<b>Female</b>	52.50%	Y (57.37%)	57.37%	61.50%	N (61.27%)	61.30%
<b>DIS</b>	1.00%	N (0.14%)	0.25%	2.50%	N (1.74%)	1.80%
<b>LEP</b>	1.00%	N (0.35%)	0.40%	0.22%	Y (.32%)	0.32%

Methods and strategies developed to increase student enrollment from underrepresented groups:

The college is committed to its open enrollment mission and will continue its efforts toward increasing access and opportunities for all underrepresented groups identified in this report.

**Project Eagle** - a summer bridge program for students that are considered to be at-risk.

The **Educational Opportunity Center** – federally funded educational outreach TRIO program that targets a significant number of minority populations.

**Direct Connect** - guaranteed admissions program with University of Central Florida and the University of South Florida as a strategy to increase student enrollment in underrepresented student populations.

College recruiting initiatives, such as visits to students in service-area high schools and presentations to AVID program classes to assist in the college readiness of the underrepresented student.

College Preview Night throughout service district, with increased marketing to yield a greater number of participants.

Career Fairs, College Fairs, and other community events to promote college attendance.

Building relationships with community organizations, such as the Frank DeLuca YMCA Family Center, to advocate the need for education in our community.

Continuation of the Free Application for Federal Student Aid.

**A. Student Completions (college degree and certificate programs)**

**Completion Analysis:**

Associate degree completion has increased for Hispanic Males (AA degrees), and both genders of Black students (AS/AAS degrees), DIS students (AS/AAS degrees) and LEP students (AA degrees).

Baccalaureate degree completion has increased for White Females and Other Minority – Females.

Completion rates are down for Hispanic Females with the exception of Certificate completions.

**Achievement of Goals:**

Summary of Achievement of Goals by credential. Some goals not achieved.

College of Central Florida Hispanic students are the fastest growing student population, making up almost 20% of First Time in College (FTIC) enrollments and 17% of Overall Enrollments. However, there was an overall decline for Hispanic females in degree completion, increasing only in the area of Certificate completion. The college will change its focus from male completion rates and pay special attention to completion rates of the total Hispanic student population in the next academic year.

AA Completions Group	2017- 2018 AA Degrees	2017- 2018 Goal	Achieved Yes/No	Goals for 2018 – 2019
Black	MALES	4.30%	N (3.45%)	3.50%
Hispanic	MALES	6.45%	Y (8.16%)	FEMALE 11.26%
Other Minorities		6.25%	Y (7.13%)	7.20%
White	FEMALES	41.20%	Y (41.38%)	41.38%
Male		34.00%	Y (36.78%)	36.80%
Female		66.00%	Y (63.22%)	63.50%
DIS		3.30%	N (2.07%)	2.10%
LEP		0.20%	Y (0.34%)	0.35%



AS Completions Group	2017- 2018 AS Degrees	2017- 2018 Goal	Achieved Yes/No	Goals for 2018 - 2019
Black		7.85%	Y (9.41%)	9.45%
Hispanic	MALES	3.95%	N (3.53%)	TOTAL 11.76%
Other Minorities		5.50%	N (5.49%)	5.50%
White		73.85%	N (73.33%)	73.40%
Male		28.95%	Y (33.33%)	33.40%
Female		71.10%	N (66.67%)	66.70%
DIS		2.00%	Y (4.31%)	4.40%
LEP		0.20%	N (0.00%)	0.15%

Certificate Completions Group	2017- 2018 Certificate	2017- 2018 Goal	Achieved Yes/No	Goals for 2018 - 2019
Black		13.70%	N (13.19%)	13.20%
Hispanic	MALES	7.90%	N (6.67%)	6.70%
Other Minorities		5.30%	Y (5.33%)	5.33%
White		66.00%	N (65.19%)	65.20%
Male		51.00%	N (47.41%)	47.45%
Female		49.20%	Y (52.59%)	52.60%
DIS		5.00%	N (2.52%)	2.60%
LEP		0.20%	N (0.15%)	0.15%

Baccalaureate Completions Group	2017- 2018 Certificate	2017- 2018 Goal	Achieved Yes/No	Goals for 2018 - 2019
Black		17.30%	N (10.26%)	10.30%
Hispanic	MALES	3.50%	N (2.56%)	TOTAL 9.74%
Other Minorities		3.00%	N (4.62%)	4.65%
White		65.50%	Y (75.38%)	75.38%
Male		29.25%	N (29.23%)	29.30%
Female		70.25%	Y (70.77%)	70.80%
DIS		4.00%	N (3.59%)	3.60%
LEP		0.20%	N (0.00%)	0.20%

Methods and strategies developed to increase student completion from underrepresented groups.

[Centralized Advising and Student Success Center](#)

[Student Clubs](#)

[Early Support Program \(ESP\)](#)

[Student Assistance Program](#)

[CF Foundation Patriot Fund](#)

[In-House Counseling](#)

#### **B. Student Success in Targeted Programs**

The college's plan for 2015-2016 should have included methods and strategies to increase the participation of students in programs and courses in which students have been traditionally underrepresented, including, but not limited to, mathematics, science, computer technology, electronics, communications technology, engineering and career education, as required under §1000.05, F.S., Part (4). Colleges should provide any updates to methods and strategies if applicable.

##### **Methods and strategies identified in mathematics:**

Review percentage of minority faculty and tutor to reflect that of student body.  
Review course design and delivery.

##### **Methods and strategies identified in communications technology:**

Target underrepresented students by promoting non-traditional enrollment in communications courses through marketing efforts and contact with academic advisors.  
Promote programs of study in specialist fields such as mass communications and journalism through local marketing efforts in publications with a high readership of minority students.

##### **Methods and strategies identified in career education:**

Continue Career Pathways presentation to the district high schools:

###### [Marion County High Schools:](#)

Range: 33% to 59% minority student enrollment

###### [Levy County](#)

Range: 12% to 38% minority student enrollment

###### [Citrus County](#)

Range: 16% to 21% minority student enrollment

## Part IV. (Submission 2) Gender Equity in Athletics

### Athletic Participation by Gender Compared to Student Enrollments by Gender for July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2018

	2016-2017			2017-2018			
	Males	Females	Total		Males	Females	Total
Total Number of Athletes	47	53	100	Total Number of Athletes	46	56	102
Percent of Athletes by Gender	47%	53%	100%	Percent of Athletes by Gender	45.1%	54.9%	100
Total Number of Enrollments	1167	1608	2775	Total Number of Enrollments	1123	1596	2719
Percent of Enrollments by Gender	42%	58%	100%	Percent of Enrollments by Gender	41%	59%	100
Difference between the percent of athletes and the percent of students enrolled	+5%	-5%		Difference between the percent of athletes and the percent of students enrolled	+4.1%	-4.1%	

#### Proportionality of Participation

Based on the table, is the percentage of female athletes greater than (or at least within 5 percentage points of) the percent of female students enrolled?

2016-2017: Yes X No \_\_\_

2017-2018: Yes X No \_\_\_

#### A. Corrective Action Plan

If the program is not in compliance, complete the Corrective Action Plan below and specify or update the plan to achieve compliance. Include completion dates for each method and strategy.

Program complies with Title IX, Gender Equity in Athletics. No corrective action plan is required.

**COLLEGE OF CENTRAL FLORIDA**

11

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Appleton Museum of Art Loan Agreement  
Museum of International Folk Art

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

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

The Appleton Museum of Art plans to host the exhibition, "Flamenco: From Spain to the U.S.." The rental fee for this exhibit is \$30,635 with one-way shipping costs of \$15,000.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees approve the agreement with the Museum of International Folk Art and authorize the Board Chair to sign.

**EXHIBITION VENUE AGREEMENT**  
*Cover Sheet*

**District Board of Trustees of the College of Central Florida, Owners and Operators of The Appleton Museum of Art,** hereby contracts for the exhibition: **Flamenco: From Spain to the US,** for the period: **January 10, 2020 to June 7, 2020,** lent by the **Museum of International Folk Art,** and agrees to accept said loan subject to the conditions in the attached agreement.

The borrower further agrees to pay **\$ 30,625.00** participation fee (\$24,500 standard three month participation fee; additional four weeks pro-rated with a 10% discount, \$6,125.00), plus shipping costs and fine art insurance and other fees as provided in the "Exhibition Venue Agreement," Sections 5, 8 and 10, below.

**The borrowing institution must provide the following shipping information.**

SHIP TO:

**Name of institution Appleton Museum of Art**

**Street address for delivery 4333 E. Silver Springs Blvd.**

**City, state, country, zip Ocala, FL 34470**

**Name & title of contact person**

1. Russell Branson, Chair, District Board of Trustees

**Phone number (include area code)**

**352-291-4455 x1837**

**EXHIBIT OPENING DATE: 1/25/2020 EXHIBIT CLOSING DATE: 5/24/2020**

## EXHIBITION VENUE AGREEMENT

This Agreement is made by and between the Museum of International Folk Art, (hereinafter the "Organizing Museum") and the District Board of Trustees of the College of Central Florida, Owners and Operators of The Appleton Museum of Art, (hereinafter the "Participating Institution").

WHEREAS, the Organizing Museum has organized an exhibition entitled Flamenco: From Spain to the US (hereinafter the "Exhibition"); and

WHEREAS, the Participating Institution desires to display the Exhibition at the address referred to below (hereinafter the "Exhibition Site") on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereto agree to the following terms and conditions in connection with the Exhibition at the Participating Institution:

1. **Title of the Exhibition**
  - 1.1 The Exhibition shall be called Flamenco: From Spain to the US.
2. **Schedule**
  - 2.1 The Exhibition shall be loaned by the Participating Institution at the Exhibition Site from January 10, 2020 to June 7, 2020.
3. **Participation Fee**
  - 3.1 The participation fee for the exhibition and other costs shall be paid as specified in sections 5, 8, and 10 of this agreement.
4. **The Exhibition**
  - 4.1 The Exhibition will consist of objects and exhibition materials (hereinafter the "Works") as delineated in the attached checklist, (hereinafter the "Exhibit Checklist") planned for inclusion in the Exhibition at the Participating Institution is attached as Appendix A and incorporated by reference. The Organizing Museum reserves the right, in its sole discretion, to make changes to the Exhibit Checklist at any time before the opening date of the Exhibition at the Participating Institution. The Organizing Museum shall provide an updated Exhibit Checklist to the Participating Institution a minimum of one (1) week prior to the opening date of the Exhibition at the Participating Institution, and within one (1) week after any subsequent change in the Exhibit Checklist prior to the opening date of the Exhibition at the Participating Institution. If feasible, the Organizing Museum will replace withdrawn Work(s) with another (others) of comparable quality.

Participating Institution. The Organizing Museum reserves the right to withdraw Work(s) from the Exhibition at the Participating Institution for cause at any time. In such instances, the Participating Institution shall comply promptly with the packing/shipping instructions related to such Work(s) provided by the Organizing Museum. The expense involved in the withdrawal/ substitution of Work(s) will be covered by the Organizing Museum.

- 4.3 The public shall be admitted to the Exhibition without discrimination or segregation and regardless of race, creed, sex, age, or national origin.

## 5. Exhibition Payment

- 5.1 The Participating Institution shall pay the Exhibition Fee of **\$30,625.00**. Payment shall be made according to the following schedule:

Payment of a **50%** non-refundable deposit (**\$15,312.50**) must be received with the signed contract of the Participating Institution to ensure a reservation for this exhibition no later than **45 days from contract mailing**.

The full remainder (**\$15,312.50**), of the lending fee is payable 90 days prior to the shipping date of the exhibition (projected shipment date: January 7, 2020). An invoice for the remainder of the fee will be forwarded to the Participating Institution.

**All checks must be made payable to: International Folk Art Foundation, PO Box 8807 Santa Fe NM 87504 and mailed to: GuestCurator Traveling Exhibitions PO Box 9601 Santa Fe NM 87504.**

## 6. Exhibition Credit Line

- 6.1 The following Exhibition credit line (hereinafter the "Exhibition Credit Line") shall be used by Participating Institution on all printed matter related to the Exhibition, including but not limited to, advertisements, signage, invitations, exhibit letterhead, press releases, publicity, publications, and educational material related to the exhibition, as appropriate to content and appearance, and with the exception of street banners, bus boards, and billboards. Exceptions include the building banner and directional signage. All other exceptions must be pre-approved by the Organizing Museum in writing. The Exhibition credit line is: **"This exhibition has been organized by the Museum of International Folk Art, Santa Fe, NM and is circulating through GuestCurator Traveling Exhibitions."**

The Participating Institution may secure local sponsor(s) that are to be credited at its venue only. The Organizing Museum's organizational credit must precede any such additional credits, and the Organizing Museum's sponsorship credit must precede any such additional credits, unless local sponsorship amount exceeds amount directly benefiting Participating Museum.

## 7. Insurance

- 7.1 The Participating Institution shall arrange for commercial Fine Art insurance of the Works. The Participating Institution shall make arrangements to insure the Exhibition from when it arrives at the participating institution until it arrives at the next venue or organizing museum, against all risks of physical loss or damage from any external cause subject to the following standard exclusions: wear and tear, gradual deterioration, or other inherent vice; repairing, restoration or retouching process; hostile or warlike action, insurrection, rebellion; nuclear reaction, nuclear radiation, or radioactive contamination. The Participating Institution shall provide Organizing Museum with a certificate of insurance naming Organizing Museum as an additional insured and/or loss payee.

The Participating Institution must follow the Organizing Museum's instructions regarding transportation, unpacking/packing, care, installation, and security of the Exhibition and reporting change in condition or damage to any of the Works. Participating Institution will be held responsible for any damage or loss that results from failure to follow instructions supplied by the Organizing Museum, willful misconduct, or gross negligence.

**7.2 Each party agrees to maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate for the term of the agreement. Each party shall name the other as additional insured. A certificate of insurance from a carrier acceptable to the certificate holder shall be delivered to each party prior to the terms of the agreement indicating additional insured status.**

## **8. Transportation and Handling**

- 8.1 The Organizing Museum shall make all transportation, security, customs broker, and forwarding agent selections and arrangements related to the Exhibition, as well as for Works leaving after the Exhibition closes at the Participating Institution.
- 8.2 Participating Institution agrees to meet all reasonable transportation schedules required for the safety of the Works and the timely shipment to and from the Participating Institution. The Organizing Museum will consult with the Participating Institution for all delivery and collection arrangements and notify Participating Institution of transportation, delivery, collection and courier arrangements at least one (1) week prior to shipping to allow sufficient time for planning. The Exhibition will be delivered to Participating Institution at a mutually acceptable date in advance of the opening. Once the schedule is agreed upon, the Participating Institution must strictly follow the schedule for receiving, unpacking, and installing the Exhibition. If the Participating Institution is unable to receive or install the Exhibition in compliance with the transportation and installation schedule established by the Organizing Museum, and agreed upon by both institutions, the Participating Institution must pay the cost of storage of



the Exhibition at a storage facility acceptable to the Organizing Museum in addition to any other related expenses such as transportation costs to and from the temporary storage facility.

The Participating Institution can accommodate trucks, including cab, of up to 68 ft only. Delivery and pick-up can be arranged to begin between the hours of 8 a.m.- 3 p.m.

- 8.3 When the Works arrive at the Participating Institution, they shall be stored for at least 24 hours prior to unpacking in a place that is secure, locked, and climate controlled to between 65 to 72 degrees Fahrenheit and 35 to 50 percent relative humidity, with fluctuations not to exceed more than 5 percent in a twenty-four hour period.
- 8.4 No construction can be performed in the immediate vicinity of the Works. Galleries must be prepared and ready for installation before the Works can be brought in for installation.
- 8.6 Damage to any Work, regardless of who may be responsible, must be reported immediately to the Registrar of the Organizing Museum by telephone (505 476-1218) followed by written and electronic facsimile confirmation (505-476-1300). Except in the case of extreme emergency, crates or objects arriving with visible damage may not be opened or unwrapped without permission from the Registrar or designated staff member of the Organizing Museum.
- 8.7 All packing and unpacking instructions sent to the Participating Institution by the Organizing Museum must be followed explicitly by professional art handlers or qualified museum personnel. Each Work must be handled with special care at all times to ensure against damage or deterioration.
- 8.8 The Participating Institution is required to have the Exhibition ready for shipment according to the transportation schedule established by the Organizing Museum in consultation with the Participating Institution.
- 8.9 Following the unpacking of the Works, all crates should be properly stored in a clean and secure facility.
- 9. Care of the Exhibition**
- 9.1 A facility report for Participating Institution has been submitted to the Organizing Museum and the Exhibition Site was found to meet the requirements. Any changes to the facility of the Participating Institution, that takes place after the report was submitted must be reported to the Organizing Museum for further review. If the changes to the facility of the Participating Institution cause the Exhibition Site to not meet the requirements of the Organizing Museum, the Organizing Museum may terminate this Agreement at its sole discretion.
- 9.2 The Exhibition shall be shown in a suitable manner and place. Such place, unless otherwise specifically agreed to in writing, shall be the Exhibition Site. The Participating Institution shall exercise at least the same care with respect to the

Exhibition as it does in the safekeeping of its own property.

- 9.3 The Participating Institution must have and enforce prohibitions against eating, drinking, and smoking in all areas containing Works, and should have appropriate guidelines for the safe conduct of children's tours.
  - 9.4 Light levels for Works exhibited at the Participating Institution shall not exceed **10-15 footcandles**, or as notated on Exhibit A as outlined in instructions provided by the Organizing Museum. There shall be no direct or indirect sunlight nor florescent light (unless fitted with UV filters) in the exhibition area. Works are not to be installed above, below, or in any direct contact with any heating or cooling vents, radiators, etc.
  - 9.5 Temperature and humidity levels for the Exhibition during all aspects of unpacking, installation, display, de-installation, packing, and storage must meet accepted museum standards of 65 to 72 degrees Fahrenheit and 35 to 50 percent relative humidity, with fluctuations not to exceed more than 5 percent in a twenty-four hour period.
  - 9.6 If the Participating Institution is unable to exhibit some or all of the Works after delivery to the Participating Institution, it must notify the Registrar of the Organizing Museum immediately in writing stating the reasons for such inability. Provided the Organizing Museum concurs with the determination of inability, the Organizing Museum and the Participating Institution must agree on an acceptable storage plan for Works not being exhibited at the Exhibition Site. Any expenses related to such storage shall be paid by the Participating Institution. If any Work should arrive in damaged condition, the Participating Institution agrees to follow the procedures outlined in Section 8.6 above.
- 10. Fees payable to the Organizing Museum**
- 10.1 The Participating Institution shall pay a rental fee of **\$30,625.00**. ***The Participating Institution also shall pay for insurance, and shipping as determined and arranged for by the Organizing Museum.*** The Participating Institution shall be solely responsible for all costs associated with the local presentation of the Exhibition at the Participating Institution
  - 10.2 The Participating Institution shall pay the Organizing Museum for all amounts due and payable under this Agreement by checks made payable to: **International Folk Art Foundation PO Box 8807, Santa Fe NM 87504**, and ***mailed to: GuestCurator, PO Box 9601, Santa Fe NM 87504.***
- 11. Security**
- 11.1 The Participating Institution agrees to the following security requirements at the Exhibition Site. During the installation and deinstallation of the Exhibition, galleries where Works are located must be secured, with access to the area limited to those staff immediately involved; the area must be locked and secured when staff is not working.

- 11.2 The Participating Institution will install the Exhibition in a facility that is equipped with adequate fire detection/prevention systems and alarm systems. When closed to the public, the Exhibition must be regularly toured by security personnel and/or protected by 24-hour monitored electronic surveillance system.

## **12. Publicity and Opening Events**

- 12.1 The Participating Museum may publicize the Exhibition in a suitable manner consistent with the terms and conditions of this Agreement.
- 12.2 Within sixty (60) days after the close of the Exhibition, the Participating Institution agrees to send copies of printed material relating to the Exhibition (reviews, articles, posters, brochures, etc.).

## **13. Photography and Reproduction Rights**

- 13.1 Non-commercial photography of the Works in the Exhibition by the general public is prohibited.
- 13.2 The Works in the Exhibition may be photographed, filmed, or videotaped by the Participating Institution, or a qualified photographer designated by the Participating Institution, in general installation views and/or individually for educational, archival, and publicity purposes.
- 13.3 The Organizing Museum makes no express or implied representations or warranties as to the ownership of any copyrights or other intellectual property rights for the Works, and the Participating Institution assumes all risks with regard to third parties as a result of its use in publication, or reproduction of the Works. The Organizing Museum will supply press kit materials to the Participating Institution that includes a selection of photographs that can be used for preparing publicity and related materials for the Exhibition. The Organizing Museum has acquired permission for reproduction of all photographs provided for use in the exhibition and media use.
- 13.4 Nothing in this Agreement is intended to authorize the Participating Institution to make or authorize the making of any other reproductions of the Works for use in posters, postcards, calendars, agendas, or other commercial medium whatsoever.

## **14. Warranties**

The Participating Institution represents and warrants that:

It has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms without violating the rights of any other person; and

It has all government licenses, material permits or other authorizations necessary to conduct its business and to display the Works.

## **15. Term and Termination**

- 15.1 Without prejudice or any other rights or remedies that the Organizing Museum may terminate this Agreement immediately by delivery of notice to the Participating Institution at any time if any of the following events shall occur:

The Participating Institution shall (1) make an assignment for the benefits of creditors (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debt or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have been filed against in an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debt for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days, or (5) shall apply for or permit the appointment of a receiver or trustee for its assets;

The Participating Institution shall default under any provision of this Agreement and shall have failed to cure such default within (30) days after it received written notice of such default from the Organizing Museum; or Any of the representations or warranties made by the Participating Institution in this Agreement shall prove to be untrue or inaccurate in any material respect.

## **16. Force Majeure**

Neither the Organizing Museum nor the Participating Institution shall be responsible or liable for damages caused by a delay or failure which causes cancellation of this Agreement or any provision hereof, or by delay or failure which causes cancellation of this Agreement, if such delay or failure is due to a cause beyond its reasonable control, such as, but not limited to the following: fires; strikes; scarcity of materials or fuel; war or acts of war; acts of mobs or rioters; acts of public authorities; delay or defaults caused by public carriers; or earthquakes, storms, floods, or other acts of God; provided, however, that the party shall give notice to the other party of any actual or anticipated delay, take reasonable steps to minimize the delay and overcome its effects, and promptly resume performance when the cause of delay is removed.

## **17. Severability**

In the event that any one or more of the provisions contained herein, or the application thereof is held invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all of the rights and privileges contained herein shall be enforceable to the fullest extent permitted by law.

## **18. Entire Agreement**

This Agreement is intended by the parties as a final expression of their

agreement and is a complete and exclusive statement of the agreement and understanding of the parties. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter contained herein.

**19. Notices**

Except as otherwise required specifically herein, all notices and other communications provided for or permitted hereunder shall be made by hand-delivery, prepaid first-class mail, email/pdf, telegram telex, or telefax.

If to the Organizing Museum:

**Museum of International Folk Art  
P.O. Box 2087  
Santa Fe, NM 87504-2087**

**Street Address: 706 Camino Lejo  
Santa Fe, NM 87505**

**Attn: Khristaan Villela, Director  
Telephone: 505-476-1211  
Facsimile: 505-476-1300**

If to the Participating Institution (please complete):

Institution Name: Appleton Museum of Art  
Address: 4333 E. Silver Springs Blvd, Ocala, FL 34470

Attention: Patricia Tomlinson, Curator of Exhibitions

Telephone: 352-291-4455 x1837 Facsimile: 352-291-4460

**20. Shipping Address - Organizing Museum**

Museum of International Folk Art

706 Camino Lejo

Santa Fe, NM 87505

## 21. Shipment

### Shipping Address - Participating Museum (Please complete):

Institution Name: Appleton Museum of Art

Address: 4333 E. Silver Springs Blvd., Ocala FL 34470

---

Attention: Patricia Tomlinson, Curator & David Reutter, Registrar

## 22. Miscellaneous

- 22.1 This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between the Organizing Museum and the Participating Institution.
- 22.2 Neither party shall assign or transfer this agreement or any portion of its rights or obligations without the prior written approval of the other party. Subject to the foregoing the terms of this agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement shall be construed to give any third party (other than the parties named herein) any legal or equitable right, remedy or claim in respect to this Agreement.
- 22.3 Each of the parties agrees to cooperate with the other in good faith in carrying out the terms of this Agreement. In addition, each party agrees to do such things, perform such acts and deliver such documents as may be reasonable, necessary or proper and usual to carry out the purpose of this Agreement.
- 22.4 No waiver by either party or breach of this Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 22.5 Any headings used in this Agreement are solely for descriptive purposes, shall not be deemed part of this Agreement, and shall not affect the interpretation of this Agreement.
- 22.6 This Agreement is only valid when signed by both parties.
- 22.7 This Agreement may not be modified, nor may compliance with any of its terms be waived except by written instrument executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to sign this Agreement as of the date set forth below.

FOR:

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

Organization: \_\_\_\_\_

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

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

FOR:

**Museum of International Folk Art**

~~\_\_\_\_\_~~  
Khristaan Villela, Director

Date: 4-2-19

Please sign all three copies of the Agreement and return to: GuestCurator, PO Box 9601 Santa Fe NM 87504 who will have the Agreements countersigned by the Organizing Museum and return one copy to the Participating Institution.

**COLLEGE OF CENTRAL FLORIDA**

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: RFQ 19-1 Energy Performance Savings Recommendation for Award

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

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

The College requested proposals to provide Energy Performance Contractor Services to the College of Central Florida. A total of four (4) responses were received. The four (4) firms were interviewed and based on those interviews, the committee ranked the firms as shown below:

<b>RANKING</b>	<b>NAME OF FIRM</b>	<b>TOTAL SCORE</b>
1	Siemens Industry	46.09
2	Energy Systems Group	39.84
3	FPL Energy Services	35.05
4	ABM Building Solutions	34.93

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

**RECOMMENDATION/ACTION REQUESTED:**

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





RECOMMENDATION FOR AWARD

Description: Energy Performance Savings

1. PROCUREMENT METHOD <input type="checkbox"/> Sealed Bid (ITB) <input checked="" type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Other	2. SOLICITATION/RFQ/ITN NO.  RFQ 19-1	3. ISSUE DATE  Jan. 21, 2019	4. RFQ SUBMITTALS DATE/TIME  March 11, 2019 2:00 P.M.
5. DESCRIPTION OF COMMODITIES/SERVICES Energy Performance Savings	6. NO. OF BIDS ISSUED 4	7. NO. OF BIDS RECEIVED 4	
6. START DATE  June 1, 2019	7. TOTAL AMOUNT (including renewal periods if applicable) N/A	8. RENEWAL PERIODS (if applicable)	

09. EVALUATION OF REQUEST FOR QUALIFICATION

Request for Qualification 19-1/Energy Performance Savings was issued to four (4) prospective firms on January 21, 2019. This requirement was advertised in three (3) newspapers in accordance with college procedures and Florida statutes. An evaluation committee non-voting chair and five (5) members were selected to evaluate and rank the qualifications submitted.

On Wednesday, February 13, 2019, a pre-evaluation committee briefing was conducted by the Director of Purchasing to instruct evaluation committee members on the evaluation process, ranking, scoring and issues of confidentiality and disclosure. On Monday, March 11, 2019, RFQ submittals were received. Rankings on the written evaluations were compiled and completed on Tuesday, April 2, 2019. Results are as follows:

- 1 – Siemens Industry, Inc. (22.95)
- 2 – Energy Systems Group (19.29)
- 3 – ABM Building Solutions (18.55)
- 4 – FPL Energy Services (18.25)

From the above rankings the committee shortlisted 4 firms for oral presentations which were held on April 18th. The rankings for oral presentations are as follows:

- 1 – Siemens Industry, Inc. (23.14)
- 2 – Energy Systems Group (20.55)
- 3 – FPL Energy Services (16.80)
- 4 – ABM Building Solutions (16.38)

The total rankings which include both written and oral scores for the four firms are as follows:

- 1 – Siemens Industry, Inc. (46.09)
- 2 – Energy Systems Group (39.84)
- 3 – FPL Energy Services (35.05)
- 4 – ABM Building Solutions (34.93)

10. BACKGROUND AND PERTINENT FACTS

The College of Central Florida is seeking an Energy Performance Contractor to develop guaranteed energy performance contracting projects to reduce operating costs and upgrade facilities.

11. RECOMMENDATION/ACTION REQUESTED

Based on the above rankings, approval is hereby requested to award RFQ 19-1 Energy Performance Savings to Siemens Industry, Inc. beginning June 1, 2019.

12. REQUIRED SIGNATURES

AWARD RECOMMENDATION:  DIRECTOR OF PURCHASING (OR DESIGNEE) 5-1-19 DATE

AWARD CONCURRENCE:  VICE PRESIDENT OF FINANCE AND ADMINISTRATION (OR DESIGNEE) 5-15-19 DATE

AWARD APPROVAL: \_\_\_\_\_ CF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR (OR DESIGNEE) \_\_\_\_\_ DATE

ORIGINAL



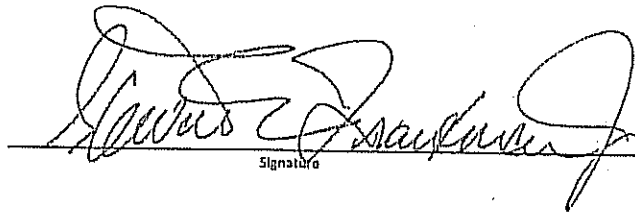
FINAL RANKINGS

REQUEST FOR QUALIFICATIONS 19-1  
Energy Performanc Savings

WRITTEN & ORAL PRESENTATIONS

VENDORS	KATIE HUNT			TOM TOMPKINS			JUSTIN MAYER			MICHAEL CROSBY			JOE MAZUR		
	Written	Presentation & Interviews	TOTAL	Written	Presentation & Interviews	TOTAL	Written	Presentation & Interviews	TOTAL	Written	Presentation & Interviews	TOTAL	Written	Presentation & Interviews	TOTAL
ABM Building Solutions	4.20	3.35	7.55	3.10	3.03	6.13	3.60	3.70	7.30	3.90	3.45	7.35	3.75	2.85	6.60
Energy Systems Group	4.45	4.20	8.65	3.40	3.60	7.00	3.45	4.10	7.55	3.55	4.35	7.90	4.44	4.30	8.74
FPL Energy Services	4.05	3.35	7.40	3.60	3.55	7.15	3.50	3.85	7.35	3.35	3.05	6.40	3.75	3.00	6.75
Siemens Industry	4.90	4.85	9.75	4.05	4.54	8.59	4.50	4.50	9.00	4.50	4.55	9.05	5.00	4.70	9.70
<b>FINAL TOTAL</b>			33.35			28.86			31.20			30.70			31.79

ABM Building Solutions	34.93
Energy Systems Group	39.84
FPL Energy Services	35.05
Siemens Industry	46.09

  
 Signature \_\_\_\_\_ Date 4-15-19

COPY

# **COLLEGE OF CENTRAL FLORIDA**

13

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: 2018 - 2019 Annual State Requirements for Educational Facilities (SREF) Report – Fire Safety, Sanitation and Casualty Inspection

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

DATE: May 22, 2019

---

---

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

Attached for the Board's review is the 2018–2019 State Requirements for Educational Facilities (SREF) Fire Safety, Sanitation and Casualty Inspection Report. The report identifies that no deficiencies were found during the College's required formal inspection in April 2019.

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

The District Board of Trustees approve the 2018–2019 State Requirements for Educational Facilities (SREF) Fire Safety, Sanitation and Casualty Inspection Report and requests that a copy be filed in the President's Office.



PLANT OPERATIONS DEPARTMENT

MEMORANDUM

To: Joe Mazur, Vice President Administration and Finance

Date: May 6th, 2019

From: Tommy Morelock

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

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

Re: Fiscal Year 2018-2019 SREF Inspection

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

Attached is our Annual Comprehensive Safety Inspection Report as required by the Florida Statute Section 1013.11, 1013.12 and the State Board of Education Administrative Rule – SREF 2014 & F.A.C. 69A-58. These reports included Fire Safety, Casualty, and Sanitation Inspections for The Ocala Main Campus, Levy Campus, Hampton Center, Ocala Airport Facility, Citrus Campus, Appleton Museum of Art, and Vintage Farm Campus.

The approved reports will be submitted to each governing county's fire official, The Florida College System Office of Educational Facilities, and The Florida College System Risk Management Consortium.

Section 1013.11, F.S., Postsecondary institutions assessment of physical plant safety, states:

*"The president of each postsecondary institution shall conduct or cause to be conducted an annual assessment of physical plant safety. An annual report shall incorporate the assessment findings and recommendations for the improvement of safety on each campus. The annual report shall be submitted to the respective governing or licensing board of jurisdiction no later than January 1 of each year. Each board shall compile the individual institutional reports and convey the aggregate institutional reports to the Commissioner of Education or the Chancellor of the State University System, as appropriate."*

\_\_\_\_\_  
Rusty Branson  
Chair District Board of Trustees

\_\_\_\_\_  
Date

Cc: Mark Sakowski, Manager Plant Safety and Facility Operations

Alexander Jordon, Deputy Director, Facilities Planning & Budgeting  
Florida Department of Education Division of Florida Colleges

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
 SCHOOL / FACILITY: Appleton Museum Of Art 034  
 ADDRESS: 4333 NE Silver Springs Blvd., Ocala FL 34470

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)		<u>Walter D. Spann, Jr. (Municipal Fire Safety Inspector)</u>	<u>April 22, 2019</u>
		COLLEGE FIRESAFETY INSPECTOR NAME PRINTED	INSPECTION DATE
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)		<u>Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205</u>	
		INSPECTOR ADDRESS & PHONE NUMBER	
SIGNATURE DATE		<u>5/1/2019</u>	<u>62373</u>
FIRE INSPECTOR CERTIFICATION NUMBER		FIRE INSPECTOR CERTIFICATION NUMBER	

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES  NO

Approval of Reports by Board (Including Letter)  YES  NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
 FACILITY ADMINISTRATOR NAME PRINTED

Mgr. Plant Safety  
 FACILITY ADMINISTRATOR TITLE

[Signature]  
 FACILITY ADMINISTRATOR SIGNATURE

05/01/2019  
 SIGNATURE DATE

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
SCHOOL / FACILITY: Hampton Campus 035  
ADDRESS: 1501 West Silver Springs Blvd., Ocala FL 34475

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

\_\_\_\_\_  
FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)

Walter D. Spann, Jr. (Municipal Fire Safety Inspector)  
COLLEGE BOARD FIRESAFETY INSPECTOR NAME PRINTED

April 22, 2019  
INSPECTION DATE

\_\_\_\_\_  
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)

Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205  
INSPECTOR ADDRESS & PHONE NUMBER

 5/1/2019  
COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE

62373  
FIRE INSPECTOR CERTIFICATION NUMBER

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES  NO

Approval of Reports by Board (Including Letter)  YES  NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
FACILITY ADMINISTRATOR NAME PRINTED

  
FACILITY ADMINISTRATOR SIGNATURE

Mgr. Plant Safety  
FACILITY ADMINISTRATOR TITLE

05/01/2019  
SIGNATURE DATE

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
SCHOOL / FACILITY: Vintage Farm  
ADDRESS: 4020 SE 3rd Street, Ocala, FL 34480

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

<u>Walter D. Spann, Jr. (Municipal Fire Safety Inspector)</u> FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)	<u>April 22, 2019</u> INSPECTION DATE
<u>Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205</u> FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)	<u>62373</u> FIRE INSPECTOR CERTIFICATION NUMBER
<u>5/1/2019</u> SIGNATURE DATE	<u>62373</u> FIRE INSPECTOR CERTIFICATION NUMBER
<u>Walter D. Spann, Jr.</u> COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE	<u>62373</u> FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES \_\_\_ NO

Approval of Reports by Board (Including Letter) \_\_\_ YES \_\_\_ NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mak Sakowski  
FACILITY ADMINISTRATOR NAME PRINTED  
Mgr. Plant Safety  
FACILITY ADMINISTRATOR TITLE

[Signature]  
FACILITY ADMINISTRATOR SIGNATURE  
05/01/2019  
SIGNATURE DATE

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
SCHOOL / FACILITY: Citrus County Campus 033  
ADDRESS: 3800 South LeCanto Highway, LeCanto FL 24461

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

\_\_\_\_\_  
FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)

Walter D. Spann, Jr. (Municipal Fire Safety Inspector)  
COLLEGE BOARD FIRESAFETY INSPECTOR NAME PRINTED

April 22, 2019  
INSPECTION DATE

\_\_\_\_\_  
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)

Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205  
INSPECTOR ADDRESS & PHONE NUMBER

Walter D. Spann Jr 5/1/2019  
COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE

62373

\_\_\_\_\_  
SIGNATURE DATE                      FIRE INSPECTOR CERTIFICATION NUMBER

\_\_\_\_\_  
FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES     NO

Approval of Reports by Board (Including Letter)  YES     NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
FACILITY ADMINISTRATOR NAME PRINTED

[Signature]  
FACILITY ADMINISTRATOR SIGNATURE

Mgr. Plant Safety  
FACILITY ADMINISTRATOR TITLE

05/01/2019  
SIGNATURE DATE



**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
 SCHOOL / FACILITY: Levy County Campus 037  
 ADDRESS: 114 North Rodgers Boulevard, Chiefland, FL32626

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

\_\_\_\_\_  
 FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)

Walter D. Spann, Jr. (Municipal Fire Safety Inspector)  
 COLLEGE BOARD FIRESAFETY INSPECTOR NAME PRINTED

April 22, 2019  
 INSPECTION DATE

\_\_\_\_\_  
 FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)

Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205  
 INSPECTOR ADDRESS & PHONE NUMBER

*Walter D. Spann Jr.* 5/1/2019  
 COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE

62373

\_\_\_\_\_  
 SIGNATURE DATE                      FIRE INSPECTOR CERTIFICATION NUMBER

\_\_\_\_\_  
 FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES     NO

Approval of Reports by Board (Including Letter)  YES     NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
 FACILITY ADMINISTRATOR NAME PRINTED

*Mark Sakowski*  
 FACILITY ADMINISTRATOR SIGNATURE

Mgr. Plant Safety  
 FACILITY ADMINISTRATOR TITLE

05/01/2019  
 SIGNATURE DATE

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida  
 SCHOOL / FACILITY: City Of Ocala Airport Driving School 36  
 ADDRESS: \_\_\_\_\_

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

\_\_\_\_\_  
 FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)

Walter D. Spann, Jr. (Municipal Fire Safety Inspector)  
 COLLEGE BOARD FIRESAFETY INSPECTOR NAME PRINTED

April 22, 2019  
 INSPECTION DATE

\_\_\_\_\_  
 FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)

Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205  
 INSPECTOR ADDRESS & PHONE NUMBER

Walter D. Spann Jr 5/1/2019  
 COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE

62373  
 FIRE INSPECTOR CERTIFICATION NUMBER

\_\_\_\_\_  
 SIGNATURE DATE FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES  NO

Approval of Reports by Board (Including Letter)  YES  NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
 FACILITY ADMINISTRATOR NAME PRINTED

[Signature]  
 FACILITY ADMINISTRATOR SIGNATURE

Mgr. Plant Safety  
 FACILITY ADMINISTRATOR TITLE


05/01/2019  
 SIGNATURE DATE

**ANNUAL COMPREHENSIVE SAFETY INSPECTION REPORT  
STATE BOARD OF EDUCATION  
ADMINISTRATIVE RULE - SREF 2014 & F.A.C. 69A-58  
FISCAL YEAR 2018-2019**

College Facility: College of Central Florida FIRE DISTRICT: Ocala  
SCHOOL / FACILITY: Main Campus - Ocala  
ADDRESS: P.O. Box 1388, Ocala, FL 34474

# OF SERIOUS FIRE SAFETY VIOLATIONS 0

# OF NON-SERIOUS FIRE SAFETY VIOLATIONS 0

FIRE DISTRICT FIRE SAFETY INSPECTOR NAME PRINTED (IF JOINT INSPECTION)		<u>Jeb W. Bynum (Municipal Fire Safety Inspector)</u>	<u>April 22, 2019</u>
		COLLEGE FIRESAFETY INSPECTOR NAME PRINTED	INSPECTION DATE
FIRE DISTRICT FIRE SAFETY INSPECTOR SIGNATURE (IF JOINT INSPECTION)		<u>Fire Prevention Specialists, Inc., 609 Gina Lane, Melbourne, FL 32940 321-757-7205</u>	
		INSPECTOR ADDRESS & PHONE NUMBER	
SIGNATURE DATE	FIRE INSPECTOR CERTIFICATION NUMBER	 <u>5/1/2019</u>	<u>133209</u>
		COLLEGE BOARD FIRE SAFETY INSPECTOR SIGNATURE / DATE	FIRE INSPECTOR CERTIFICATION NUMBER

**LOCATION:**

Deficiency locations will be identified by a building number followed by the room number (e.g. 2-505 or 1-133A). These numbers are affixed above the door leading into that particular room. Or if the deficiency in an area other than an identifiable room number, the area in question will be specifically identified. For example: Pressbox, Field House, Pavillion, etc.

College of Central Florida has met the requirements of F.S.S. 1013.12(2)(d):  YES  NO

Approval of Reports by Board (Including Letter)  YES  NO

THE UNDERSIGNED ATTESTS TO THE REVIEW OF THIS REPORT IN ITS ENTIRETY AND ACKNOWLEDGES AWARENESS OF THE DISCOVERED DEFICIENCIES.

Mark Sakowski  
FACILITY ADMINISTRATOR NAME PRINTED  
Mgr. Plant Safety  
FACILITY ADMINISTRATOR TITLE

  
FACILITY ADMINISTRATOR SIGNATURE  
05/01/2019  
SIGNATURE DATE

**COLLEGE OF CENTRAL FLORIDA**

14a

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019  
SUBJECT: Student and Mandatory Fees for 2019-2020  
INITIATOR: F. Joseph Mazur III, CPA  
Vice President of Administration and Finance  
DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

State Board of Education Rules and Florida Statutes require Board approval of student and mandatory fees prior to publication in the college catalog. We are presenting for a first reading all student and mandatory fees for fiscal year 2019-2020.

The student and mandatory fees presented include tuition, out-of-state, and other fees charged as part of registration for courses and other services provided by the college. All fees are within the guidelines established by the Legislature and the State Board of Education.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees accepts the 2019-2020 Student and Mandatory Fees as a first-reading item.

**COLLEGE of CENTRAL FLORIDA**  
**STUDENT FEES FOR 201918 – 202019**

**Table of Contents**

Student Fees .....	1
General Fees .....	2
Instructional Lab Fees.....	3-7
CF Learning Lab School and Lab Customer Service Charges .....	8
Assessment and Testing Fees.....	9-11
<del>Continuing Education-Noncredit</del> Fees.....	12-13
Membership Fees (Visual Arts Society).....	13
Appleton Museum of Art Membership and Admission Charges.....	14

**COLLEGE of CENTRAL FLORIDA**  
**Student Fees for 201918-202019**

<b>Advanced &amp; Professional, Postsecondary Vocational and College Preparatory</b>		
	<b>Resident</b>	<b>Non-Resident</b>
Tuition	<del>79.60</del> <u>82.78</u>	<del>79.60</del> <u>82.78</u>
Out-of-State		<del>238.80</del> <u>248.34</u>
Financial Aid	<del>3.98</del> <u>4.14</u>	<del>15.92</del> <u>16.56</u>
Technology	<del>3.98</del> <u>4.14</u>	<del>15.92</del> <u>16.56</u>
Student Activity	<del>7.96</del> <u>8.28</u>	<del>7.96</del> <u>8.28</u>
Capital Improvement	<del>11.58</del> <u>13.58</u>	<del>63.68</del> <u>65.68</u>
<b>TOTAL PER CREDIT HOUR:</b>	<del>\$107.10</del> <u>\$112.92</u>	<del>\$421.88</del> <u>438.20</u>
<b>Career and Technical Certificates</b>		
	<b>Resident</b>	<b>Non-Resident</b>
Tuition	<del>71.60</del> <u>74.46</u>	<del>71.60</del> <u>74.46</u>
Out-of-State		<del>214.80</del> <u>223.38</u>
Financial Aid	<del>7.16</del> <u>7.45</u>	<del>28.64</del> <u>29.80</u>
Technology	<del>3.58</del> <u>3.72</u>	<del>14.32</del> <u>14.88</u>
Capital Improvement	<del>3.58</del> <u>3.72</u>	<del>14.32</del> <u>14.88</u>
<b>TOTAL PER VOCATIONAL CREDIT HOUR:</b>	<del>\$85.92</del> <u>\$89.35</u>	<del>\$343.68</del> <u>357.40</u>
<b>Baccalaureate Degree (3xxx &amp; 4xxx Level Courses)</b>		
	<b>Resident</b>	<b>Non-Resident</b>
Tuition	<del>91.79</del> <u>95.45</u>	<del>91.79</del> <u>95.45</u>
Out-of-State		<del>340.20</del> <u>353.16</u>
Financial Aid	<del>4.59</del> <u>4.77</u>	<del>21.60</del> <u>22.42</u>
Technology	<del>4.59</del> <u>4.77</u>	<del>21.60</del> <u>22.42</u>
Student Activity	<del>9.18</del> <u>9.54</u>	<del>9.18</del> <u>9.54</u>
Capital Improvement	<del>12.74</del> <u>14.74</u>	<del>86.40</del> <u>88.40</u>
<b>TOTAL PER CREDIT HOUR:</b>	<del>\$122.89</del> <u>\$129.27</u>	<del>\$570.77</del> <u>\$591.39</u>
<b>Adult Education and Vocational Preparatory (VPI)</b>		
	<b>Resident</b>	<b>Non-Resident</b>
Tuition	<u>30.00 / term</u> <del>30.00 / term</del>	<u>30.00 / term</u> <del>30.00 / term</del>

Formatted Table

Field Code Changed

TOTAL:

\$30.00 / term  
~~\$30.00 / term~~

\$30.00 / term  
~~\$30.00 / term~~

Formatted: Centered

Field Code Changed

**GENERAL FEES<sup>1</sup>**  
**20~~19~~18 – 20~~20~~19**

Admission Application Fee .....	\$30.00
International Education Application Fee .....	\$30.00
Transcript Fee (each request) .....	\$5.00
Credit by examination/Experiential Learning (Departmental Exam) .....	\$100.00
Distance Learning Course User Fee (per credit hour) .....	\$10.00
Parking Decal (additional and replacement) .....	\$5.00
ID Card Replacement .....	\$5.00
Pre-Admission Background Check Healthcare, Law Enforcement/Corrections, Education .....	\$89.25 <sup>2</sup>
Background Screening for Licensure .....	\$79.00
Substance Screening for Health Sciences and Internship Programs .....	\$29.00
<u>Health Science Pre-Clinical Compliance Screening .....</u>	<u>\$99.00</u>
Duplicate Diploma.....	\$25.00
Community Library Borrowers ID Card.....	\$10.00
Online Proctoring and Verification of Student Identity (paid through ProctorU).....	Varies <sup>3</sup>
On Campus Testing Center Proctored Exam.....	\$25.00
<u>On Campus Testing Administrative Fee.....</u>	<u>\$15.00</u>

Formatted: Font: Arial (W1), 10 pt, Font color: Black

Formatted: Font: Arial (W1), 10 pt, Font color: Black

**FINES and PENALTIES**

Stop Payment on CF Check .....	\$25.00
Stop Payment Individual Check.....	\$25.00
Non-Sufficient Funds Checks .....	as per Florida Statute 68.065(2)
Amount of Check \$.01 to \$50.00 .....	\$25.00
Amount of Check \$50.01 to \$300.00 .....	\$30.00
Over \$300 – 5% of face value or \$40.00, whichever is greater .....	\$40.00
Credit Card Charge Back .....	\$20.00
BankMobile Vibe Replacement Card ..	\$10.00
Parking and other Citations .....	\$15.00
Handicap Parking Citation .....	\$50.00
Vehicle Immobilization Device (boot) .....	\$50.00
Towing .....	Charges determined by tow truck operator
Lost/Damaged library materials .....	Replacement costs
Appleton Museum Trip Cancellations (if canceled within 10 business days of trip).....	\$50.00

**INSTRUCTIONAL FEES AND MATERIALS SUPPLIES (ESTIMATED)**

Law Enforcement Students (estimated) .....	Varied
Corrections Students (estimated) .....	Varied
Occupational Materials and Supplies (sold at bookstore except for Health Sciences Skills Kits - not sold at bookstore and price varies)	
Nursing Skills, Surgical Technology, Physical Therapy Assistant, Nursing Pins .....	Varied
Cap and Gown Bundle (sold at bookstore) .....	Varied

**LEARNING SUPPORT CENTER**

CF Students.....	No Charge
University <u>PartnersCenter</u> .....	No Charge
Vocational Preparatory Students (VPI) .....	No Charge
Adult Education Students (GED).....	No Charge

<sup>1</sup> The President has authority and discretion to waive, but not to raise, user fees and fines enumerated in Section 1009.43, Florida Statutes, in unique situations or circumstances in which it is deemed a waiver to be in the best interest of the College

<sup>2</sup> Payable before registration; subject to change without notice

<sup>3</sup> Fee based upon length of exam and scheduling timeframe

Field Code Changed



**2019-2020 LAB AND SPECIAL COURSE FEES**

COURSE NUMBER	TITLE	LAB FEE
ACG1949	Accounting Co-Op I	\$6.00
ACG2450	Integrated Accounting	<del>\$425.00</del> 130.00
AEB1949	Agribusiness Internship	\$6.00
<del>ANS1073C</del>	<del>Equine Anatomy and Physiology</del>	<del>\$12.00</del>
<del>ANS1237C</del>	<del>Equine Health Care</del>	<del>\$27.00</del>
ANS1949	Equine Co-Op I	\$15.00
ANS3950	Equine Practicum	\$6.00
ANS4218	Equine Learning Theory	\$6.00
ANT2825	Anthropology Field School	\$30.00
ART1201C	Basic Design I	\$20.00
ART1300C	Freehand Drawing I	\$4.50
ART1400	Printmaking I	\$90.00
ART1500C	Painting I	\$23.00
ART2203C	Basic Design II	\$47.00
ART2301C	Freehand Drawing II	\$33.00
ART2401	Printmaking II	\$80.00
ART2501C	Painting II	\$60.00
ART2701C	Sculpture I	\$40.00
ART2702C	Sculpture II	\$40.00
ART2750C	Ceramics I	\$ 58.00
ART2751C	Ceramics II	\$ 58.00
BSC1005L	Introduction to Biology Lab	\$20.00
BSC2010L	Integrated Principles of Biology Laboratory I	\$20.00
BSC2011L	Integrated Principles of Biology Laboratory II	\$20.00
BSC2085L	Human Anatomy and Physiology I Lab	\$30.00
BSC2086L	Human Anatomy and Physiology II Lab	\$30.00
CCJ1949	Criminal Justice Co-Op I	\$6.00
<del>CET1114</del>	<del>Digital Circuits</del>	<del>\$39.00</del>
CET1278	A+ Fundamentals	\$25.00
CET2180	Practical PC Technician	<del>\$194.00</del> 200.00
CGS1949	Computer Information Co-Op	\$6.00
CGS2103	Spreadsheet Applications	<del>\$95.25</del> 94.00
CGS2540	Database Management Systems	<del>\$95.25</del> 94.00
CHM1025L	Introductory Chemistry Laboratory	\$30.00
CHM1032L	Chemistry for Health-Related Fields Lab	\$30.00
CHM2045L	General Chemistry I Lab	\$30.00
CHM2046L	General Chemistry II Lab	\$30.00
CHM2210L	Organic Chemistry I Lab	\$30.00
CHM2211L	Organic Chemistry II Lab	\$30.00
CIS2321	Introduction to Systems Analysis and Design	\$25.00
CJK0001	Introduction to Law Enforcement	\$61.00
CJK0012	Legal	\$1.00
CJK0013	Interactions in a Diverse Community	\$1.00
CJK0014	Interviewing and Report Writing	\$1.00
CJK0020	Vehicle Operations	\$184.00
CJK0031C	First Aid for Criminal Justice Officers	65.00
CJK0040	Firearms	\$165.00
CJK0051	Defensive Tactics	\$150.00
CJK0064	Fundamentals of Patrol	\$1.00
CJK0065	Calls for Service	\$1.00
CJK0077	Criminal Investigations	\$1.00
CJK0078	Crime Scene to Courtroom	\$3.00
CJK0084	DUI Traffic Stops	\$89.00

Field Code Changed

COURSE NUMBER	TITLE	LAB FEE
CJK0087	Traffic Stops	\$95.00
CJK0088	Traffic Crash Investigations	\$13.00
CJK0092	Critical Incidents	\$125.00
CJK0096	Physical Fitness for Law Enforcement	\$1.00
CJK0393	Crossover Program Updates	\$1.00
CJK0300	Introduction to Corrections	\$25.00
CJK0305	Communications	\$2.00
CJK0310	Officer Safety	\$1.00
CJK0315	Facilities and Equipment	\$1.00
CJK0320	Intake and Release	\$2.00
CJK0325	Supervising in a Correctional Facility	\$2.00
CJK0330	Supervising Special Populations	\$1.00
CJK0335	Responding to Incidents and Emergencies	\$1.00
CJK0340	Officer Wellness and Physical Abilities	\$29.00
CJK0422	Dart Firing Stun Gun	\$44.00
CTS2134	Network Fundamentals	<del>\$150.00</del> 154.00
CTS2120	Security Fundamentals	<del>\$200.00</del> 215.00
DEA1805L	Dental Clinical Seminar	\$250.00
DEA1806L	Clinic Practice I	<del>\$384.94</del> 354.91
DEA1855L	Clinic Practice II	\$75.00
DEA1856	Clinical Seminar III	\$250.00
DEA1949	Dental Internship Co-Op I	\$6.00
DES1100L	Dental Materials Lab	\$60.00
DES1200L	Dental Radiology Lab	\$345.00
DES1502	Dental Office Management	\$20.00
DES1806L	Introduction to Clinical Procedures Lab	\$50.00
DES2832C	Expanded Functions w/Lab	\$45.00
DIG1949	Digital Media Co-Op I	\$6.00
DIG1950	Digital Media Co-Op II	\$6.00
DIG2109C	Digital Imaging and Fundamentals	\$81.00
DIG2280C	Digital Video and Sounds	\$22.00
EEC2300	Instructional Practices	\$60.00
<u>EET1015</u>	<u>DC Circuits</u>	<u>\$21.00</u>
<u>EET1021</u>	<u>AC Circuits</u>	<u>\$21.00</u>
<u>EET1082</u>	<u>Introduction to Electronics</u>	<u>\$21.00</u>
EET1084	Survey of Electronics	<del>\$25.00</del> 30.00
<u>EET1140</u>	<u>Electronic Devices and Circuits</u>	<u>\$41.00</u>
<u>EET1155</u>	<u>Linear Integrated Circuits</u>	<u>\$30.00</u>
<u>EET1610</u>	<u>High Liability Soldering</u>	<u>\$39.00</u>
<u>EET1620</u>	<u>Advanced Surface Mount Soldering</u>	<u>\$33.00</u>
EGS1949	Engineering Technology Co-Op I	\$6.00
EGN1111	Engineering Graphics	<del>\$25.00</del> 115.00
EME2040	Introduction to Technology for Educators	\$25.00
EMS1119L	Fundamentals EMT Skills Lab	\$72.00
EMS1431	EMT Field Experience	<del>\$87.94</del> 172.91
EMS2611L	Paramedic Fundamentals Skills Lab	\$108.00
EMS2612L	Paramedic Airway Management Lab	\$12.00
EMS2613L	Paramedic Patient Assessment Lab	\$12.00
EMS2614L	Trauma Emergency Skills Lab	\$12.00
EMS2615L	Medical Emergencies Lab I	\$80.00
EMS2619L	Medical Emergencies Lab II	\$91.00
EMS2628L	Paramedic OB/GYN Neonatal Emergency Skills Lab	\$12.00
EMS2645	Paramedic Clinical Experience II	\$27.00
EMS2656	Paramedic Clinical I	<del>\$171.94</del> 141.91

Field Code Changed

COURSE NUMBER	TITLE	LAB FEE
<del>EMS2658</del>	<del>Paramedic Clinical Experience III</del>	<del>\$170.00</del>
ESC1000L	Earth Science Lab	\$10.00
ESC1200C	Earth Science for Educators	\$10.00
ETI1117	Introduction to Quality Control	\$25.00
ETI1151	Instrument Techniques and Measurement	<del>\$25.00</del> 75.00
<del>ETI1411</del>	<del>Manufacturing Processes I</del>	<del>\$75.00</del>
<del>ETI1622</del>	<del>Concepts of Lean Manufacturing and Six Sigma</del>	<del>\$25.00</del>
ETI1720C	Industrial Safety	<del>\$25.00</del> 70.00
ETI1843	Motors and Controls	<del>\$25.00</del> 95.00
<del>ETM2401</del>	<del>Mechanical Devices and Systems</del>	<del>\$29.66</del>
ETS1535	Automated Process Control	\$25.00
<del>ETS1540</del>	<del>Industrial Applications Using PLC's and Robots</del>	<del>\$100.00</del>
ETS1542	Introduction to PLC's	<del>\$25.00</del> 100.00
<del>ETS1700</del>	<del>Hydraulics and Pneumatics</del>	<del>\$55.42</del>
GRA2120C	Page Design and Layout (Adobe InDesign)	\$70.00
GRA2156C	Digital Illustration (Vector-Based) (Adobe Illustrator)	\$70.00
<del>HIM1940</del>	<del>Professional Practice Experience (PPE)</del>	<del>\$6.00</del>
HIM1949	Practicum I: Acute Care Settings	\$15.00
HIM2941	Coding Professional Practice Experience	\$15.00
HLP1081	Personal Wellness Appraisal and Improvement	\$10.00
HSC2400	First Aid	\$10.00
MAN1949	Management Co-Op	\$6.00
<del>MAN4940</del>	<del>Internship in Business and Organizational Management</del>	<del>\$6.00</del>
MCB2010L	Microbiology	\$30.00
MUC1101	Introduction to Music Composition	\$480.00
MUC1102	Music Composition	\$480.00
MVB1211-2221	Trumpet	\$240.00
MVB1212-2222	Horn	\$240.00
MVB1213-2223	Trombone	\$240.00
MVB1214-2224	Baritone Horn	\$240.00
MVB1215-2225	Tuba	\$240.00
MVB1311-2321	Trumpet	\$480.00
MVB1312-2322	Horn	\$480.00
MVB1313-2323	Trombone	\$480.00
MVB1314-2324	Baritone Horn	\$480.00
MVB1315-2325	Tuba	\$480.00
MVK1111	Class Piano I	\$15.00
MVK1211-2221	Piano	\$240.00
MVK1311-2321	Piano	\$480.00
MVK2121	Class Piano III	\$15.00
MVO2220-2221	Other Instruments	\$240.00
MVO2320-2321	Other Instruments	\$480.00
MVP1211-2221	Percussion	\$240.00
MVP1311-2321	Percussion	\$480.00
MVS1211-2221	Violin	\$240.00
MVS1212-2222	Viola	\$240.00
MVS1213-2223	Violoncello	\$240.00
MVS1214-2224	Double Bass	\$240.00
MVS1216-2226	Guitar	\$240.00
MVS1311-2321	Violin	\$480.00
MVS1312-2322	Viola	\$480.00
MVS1313-2323	Violoncello	\$480.00
MVS1314-2424	Double Bass	\$480.00

Field Code Changed

COURSE NUMBER	TITLE	LAB FEE
MVS1316-2326	Guitar	\$480.00
MVS1816	Class Guitar	\$15.00
MVV1111	Class Voice	\$15.00
MVV1211-2221	Voice	\$240.00
MVV1311-2321	Voice	\$480.00
MVW1211-2221	Flute	\$240.00
MVW1212-2222	Oboe	\$240.00
MVW1213-2223	Clarinet	\$240.00
MVW1214-2224	Bassoon	\$240.00
MVW1215-2225	Saxophone	\$240.00
MVW1311-2321	Flute	\$480.00
MVW1312-2322	Oboe	\$480.00
MVW1313-2323	Clarinet	\$480.00
MVW1314-2324	Bassoon	\$480.00
MVW1315-2325	Saxophone	\$480.00
NUR1004C	Bridge Clinical Concepts	<del>\$271.94</del> 329.91
<a href="#">NUR1006C</a>	<a href="#">Transition to Nursing Concepts</a>	329.91
NUR1021C	Foundations in Nursing	<del>\$461.94</del> 159.91
NUR1052C	Clinical Concepts I	<del>\$20.00</del> 93.00
NUR1241C	Clinical Concepts II	<del>\$450.00</del> 241.00
NUR1520C	Behavioral Concepts in Nursing	\$20.00
NUR2243C	Clinical Concepts III	<del>\$55.94</del> 159.91
NUR2244C	Clinical Concepts IV	<del>\$400.00</del> 209.00
NUR2440C	Developmental Concepts in Nursing	\$20.00
NUR2713C	Nursing IVA	\$107.45
NUR2734C	Nursing IV	\$85.00
NUR3066C	Advanced Nursing Health Assessment with Lab	\$34.00
NUR4636C	Community Nursing with Lab	\$21.00
NUR4776C	Evidence Based Clinical Judgment with Lab	\$20.00
ORH1000C	Introduction to Horticulture	\$15.00
ORH1113C	Pest and Disease Control	\$15.00
<a href="#">ORH1260</a>	<a href="#">Greenhouse Operations</a>	<del>\$46.00</del>
ORH1510	Ornamental Plant Identification	\$15.00
ORH1949	Ornamental Horticulture Co-Op	\$6.00
OST1949	Office Administration Co-Op	\$6.00
OST2401	Office Administration I	<del>\$412.00</del> 105.00
<del>OST2461</del>	<del>Medical Office Procedures</del>	<del>\$25.00</del>
OST2717	Advanced Word	<del>\$412.00</del> 105.00
PEL1011	Team Sports I	\$5.00
PEL1012	Team Sports II	\$5.00
PEL2121	Golf	\$5.00
PET1000	Introduction to Physical Education	\$5.00
PET2622C	Care and Prevention Athletic Injuries	\$10.00
PGY1401C	Photography I	\$30.00
PHT1130C	Data Collection Skills for the PTA	\$16.00
PHT1175C	Functional Anatomy and Kinesiology	\$17.79
PHT1210C	Therapeutic Modalities I	\$54.00
PHT1212C	Therapeutic Modalities II	\$24.00
<del>PHT1801L</del>	<del>PTA Clinical Lab I</del>	<del>\$30.00</del>
PHT1802L	PTA Clinical Lab II	\$10.00
PHT2810L	Clinical Practice II	<del>\$15.94</del> 49.24
PHY1053C	General Physics I	\$20.00
PHY1054C	General Physics II w/Lab	\$20.00
PHY2048C	General Physics w/Calculus I	\$20.00
PHY2049C	General Physics w/Calculus II	\$20.00

Formatted: Font: 10 pt

Formatted: Font: 10 pt

Field Code Changed

COURSE NUMBER	TITLE	LAB FEE
PLA1949	Legal Assisting Co-Op I	\$6.00
<del>PLS1220L</del>	<del>Propagation of Nursery Plants Laboratory</del>	<del>\$15.00</del>
PMT0102	Introduction to Welding	<del>\$150.00</del> 250.00
PMT0111	Oxyacetylene Welding	\$50.00
PMT0121	Shielded Metal Arc Welding	\$50.00
PMT0131	Gas Tungsten Arc Welding	\$50.00
PMT0134	Gas Metal Arc Welding	\$50.00
PMT0161	Pipe Welding	\$50.00
<del>PMT0165</del>	<del>Shielded Metal Arc Pipe Welding</del>	<del>\$250.00</del>
<del>PMT0168</del>	<del>Gas Tungsten Arc Pipe Welding</del>	<del>\$50.00</del>
<del>PMT0172</del>	<del>Heavy Wall Pipe Welding</del>	<del>\$50.00</del>
<del>PMT0175</del>	<del>Pipe Fitting</del>	<del>\$50.00</del>
<del>PMT0185</del>	<del>Pipe Welding Certification</del>	<del>\$50.00</del>
<del>PMT0186</del>	<del>Stainless Pipe Welding</del>	<del>\$50.00</del>
PMT0930L	Welding Skills Development Lab	\$50.00
RTE1111L	Patient Care Procedures Lab	\$26.00
RTE1503L	Radiographic Procedures I Lab	\$26.00
RTE1513L	Radiographic Procedures II Lab	\$26.00
RTE1804	Clinical Education I	<del>\$311.24</del> 281.21
RTE1814	Clinical Education II	\$37.67
RTE1824	Clinical Education III	\$37.67
RTE2061	Radiography Seminar	\$80.00
RTE2130	Pharmacology in Radiography	\$9.00
RTE2523L	Radiographic Procedures III Lab	\$26.00
RTE2834	Advanced Clinical Education IV	\$102.17
RTE2844	Advanced Clinical Education V	\$51.26
STS0003	Introduction to Surgical Technology	<del>\$85.04</del> 55.91
STS0810	Surgical Technology I	\$20.00
STS0820	Surgical Technology II	\$260.00

Field Code Changed

**CF LEARNING LAB SCHOOL CUSTOMER SERVICE CHARGES**

**Effective fiscal year 201918 – 202019**

(Per week per child; **Patrons enrolled in VPK will be assessed for extended care if utilized**)

Child Care Registration Fee \$100/\$150 Annually<sup>1/2</sup>  
Child Care Bill Late Fee (assessed after due date) \$20 per week or portion thereof<sup>3</sup>  
Late Pick-up Fee \$10 first five minutes, \$1 each minute thereafter

F/T Student or CF Employee– Toddler ~~\$2829~~ Daily/~~\$140145~~ Week<sup>3</sup>  
All Others – Toddler ~~\$3031~~ Daily/~~\$150155~~ Week<sup>3</sup>

F/T Student or CF Employee – Two Year Old ~~\$2728~~ Daily/~~\$135140~~ Week<sup>3</sup>  
All Others – Two Year Old ~~\$2930~~ Daily /~~\$145150~~ Week<sup>3</sup>

F/T Student or CF Employee– Three Year Old ~~\$2526~~ Daily/~~\$125130~~ Week<sup>3</sup>  
All Others – Three Year Old ~~\$27-28~~ Daily/~~\$135140~~ Week<sup>3</sup>

F/T Student or CF Employee – Four Year Old ~~\$2425~~ Daily/~~\$120125~~ Week<sup>3</sup>  
All Others – Four Year Old ~~\$2627~~ Daily/~~\$130135~~ Week<sup>3</sup>

F/T Student or CF Employee – Five Year Old ~~\$2425~~ Daily/~~\$120125~~ Week<sup>3</sup>  
All Others – Five Year Old ~~\$2627~~ Daily/~~\$130135~~ Week<sup>3</sup>

F/T Student or CF Employee – VPK Wrap Around ~~\$44-0712.07~~ Daily/~~\$55-3560.35~~  
Week  
All others – VPK Wrap Around ~~\$43-0714.07~~ Daily/~~\$65-3570.35~~  
Week

Patrons enrolled in VPK, will be assessed for extended care if utilized

F/T Student or CF Employee – Fees for VPK Program will vary based on state rate.<sup>2</sup>  
All Others – Fees for VPK Program will vary based on state rate.<sup>2</sup>

<sup>1</sup>Single child/multiple children

<sup>2</sup>Payable before registration

<sup>3</sup> Subject to change without notice

**ASSESSMENT AND TESTING FEES**  
**Effective Fiscal Year 2019 – 2020**

Fees to the public are subject to change without notice. Student Fees embedded in the cost of tuition may vary from semester to semester.

A+	A+ Essentials Certification	<del>\$213.00</del> 219.00 \$25.00 CF Fee
ACT	American College Test	No Charge \$50.50 (no writing) \$67.00 (with writing)
ANAT	Anatomy Pretest	No Charge
ASE	Automotive Service Excellence	No Charge \$36.00 Registration Fee \$43.00 Certification Tests \$86.00 Advanced Level Certification
ASVAB	Armed Services Vocational Aptitude Battery	No Charge
AWS	American Welding Society Certification Exam	\$150.00 Levy
BEST	Barriers To Success Employment Inventory	Students: No Charge Others: \$5.00
CAS	College Adjustment Scale	\$10.00
Castle	Certification Exams	<del>\$25.00</del> Exam price varies; No CF Fees
CDS	Career Decision Scale	Students: No Charge Others: \$5.00
CEI	The Career Exploration Inventory	Students: No Charge Others: \$5.00
CELT	Comp. English Lang. Test for Learners of English	\$10.00
Certiport	Certiport Certifications	\$25.00 CF Fee plus cost of exam voucher
CIC	Crane Institute	\$25.00
CLA	Certified Legal Assistant Certification Exam	\$250.00
CLEP	College Level Examination Program (non-refundable CF fee per test in addition to CLEP fees)	<del>\$87.00</del> 89.00 to CLEP \$25.00 CF fee
CLM	College Level Math	\$10.00 first time \$5.00 retake
Comira	Certification Exams	<del>\$25.00</del> Exam price varies; No CF Fees
CPT	Computerized Placement or Companion Test	\$10.00 First time Student \$5.00 retake \$25.00 for non-students
CCAI	Cross Cultural Adaptability Inventory	\$12.00
CS	CareerScope (Assessment)	\$41.00 Others No Charge CF Students
CSSI	Customer Service Skills Inventory	\$10.00
CTI	Career Thoughts Inventory	Students: No Charge Others: \$6.00
<del>DANTES</del> <u>DSST</u>	Defense Activity for Nontraditional Education Support (non-refundable CF fee per test in addition to <del>DS</del> <u>ANTES</u> fees)	<del>\$80.00</del> 85.00 to <del>DANTES</del> <u>DSST</u> \$25.00 to CF
EL	Electest	Varies, depending on occupation for which test is given
ELT	Electrontest	Varies, depending on occupation for which test is given
F-BAT	Florida Basic Abilities Test	\$45.00
FCB	Florida Certification Board	Exam price varies; \$25.00 CF Fee

Field Code Changed

FIT	Flanagan Industrial Tests	Varies, depending on occupation for which test is given
FLATS	Foreign Language Achievement Testing Service	<del>\$50.00</del> <u>Electronic</u> <del>\$75.00</del> <u>Paper/Pencil</u> <del>\$25.00</del> <u>CF Fee</u>
FNGLA	Florida Nursery, Growers and Landscape Association Certification Exam	\$85.00 <u>for FNGLA members</u> <u>\$125.00 for nonmembers</u>
GAMA	General Ability Measure for Adults	\$15.00
GED	General Educational Development Tests (Account must be created at <a href="http://www.ged.com">www.ged.com</a> with a valid username. To schedule an exam, a candidate must schedule through their GED.com account)	\$128.00 full battery \$32.00 RLA (Reasoning through Language Arts) \$32.00 Social Studies \$32.00 Science \$32.00 Mathematics <u>No CF Fees</u>
GED Official Practice Test GED Ready	Practice Test for the General Education Development Tests (Administered at Levy Campus only; can be taken online through GED.com account)	\$6.00 per subject unless recommended by an instructor. If recommended, a voucher is given to cover the cost.
GOE	Guide for Occupational Exploration Inventory	Students: No Charge Others: \$5.00
GSD	Gregoric Style Delineator	\$15.00
HESI <u>A2</u>	Admissions Test for Associate Degree Nursing and Dental Assisting	\$65.00 <u>\$25.00 Proctoring fee for non-students</u>
HESI Exit Exam	Exam – Nursing Students	\$65.00 <u>\$25.00 Proctoring fee for non-students</u>
HSDS	Holland Self-Directed Search	Students: No Charge Others: \$5.00
<u>HSRT</u>	<u>Health Sciences Reasoning Test</u>	<u>Students: \$25.00</u> <u>Non students: \$25.00 w/voucher</u>
<u>HSRT-N</u>	<u>Health Sciences Reasoning Test-Numeracy</u>	<u>\$25.00</u>
IC3	IC3 Certification Exam – three modules	\$25.00 each
IC3 Fast Track	IC3 Fast Track (Computer Competency Assessment)	<del>Students: No charge</del> <del>Non-students: \$25</del> <del>w/voucher</del> <u>\$25.00</u>
IM	Intuitive Mechanics Test (Weights and Pulleys)	Varies, depending on occupation for which test is given
<u>IQT</u>	<u>ISO-Quality Testing</u>	<u>Exam price varies: No CF Fees</u>
JOB O A	JOB-O Career Test	Students: No Charge Others: \$5.00
JSS	Job Stress Survey	\$10.00
KFAST	Kaufman Functional Academic Skills Test	\$15.00
Kryterion	Certifications	<del>\$25.00</del> <u>Exam price varies: No CF Fees</u>
LISRES	Life Stressors and Social Resources Inventory	\$12.00
Littauer	Personality Plus Test	No Charge
LSI	Leisure/Work Search Inventory	Students: No Charge Others: \$5.00
MAB II	Multidimensional Aptitude Battery	\$15.00
MMT	Mechanical Movements Test	Varies, depending on occupation for which test is given
MOS	Microsoft Office Suite (Word, Excel, Access, Dbase or PowerPoint)	\$119.00 each with retake \$98.00 each without retake \$20.00 each practice test <u>\$25.00 CF Fee</u>
MSSC	Manufacturing Skills Standards Council Assessment	<del>\$50.00</del> <u>60.00</u> one-time registration fee

Field Code Changed



		<del>\$60.00 — Manufacturing Processes and Production</del> <del>\$60.00 — Safety</del> <del>\$60.00 — Quality Practices and Continuous Improvement</del> <del>\$60.00 — Maintenance Awareness, \$45.00 per section fee</del> <del>\$25.00 CF Fee</del>
MT	Mectest	Varies, depending on occupation for which test is given
MTA	Microsoft Technology Associate (MTA)	<del>\$83.25</del> <del>61.00</del> each with retake <del>\$75.00</del> <del>53.00</del> each without retake <del>\$25 CF Fee</del>
NALA	National Association of Legal Assistants	<del>\$250.00 for NALA members</del> <del>\$275.00 for nonmembers</del> <del>\$25.00 CF Fee</del>
<u>NBDHMT</u>	<u>National Board of Diving and Hyperbaric Medicine Technology</u>	<del>Exam price varies</del> <del>\$25.00 CF Fee</del>
<u>NCCT</u>	<u>National Center for Competency Testing</u>	<del>Exam price varies</del> <del>\$25.00 CF Fee</del>
Nebosh	Technical Certifications	<del>Exam price varies</del> <del>\$25.00 CF Fee</del>
NET +	Net + Certification	<del>\$209.00</del> <del>319.00 per exam</del> <del>\$25.00 CF Fee</del>
PAI	Personality Assessment Inventory	\$15.00
Pearson Vue	Pearson Vue Tests	<del>\$25.00</del> <del>Exam price varies. No CF Fee</del>
PERT	Postsecondary Education Readiness Test	<del>\$10.00 first time</del> <del>\$5.00 retake per section up to \$10.00</del> <del>\$25.00 proctoring fee for non-students</del>
PET	Professional Employment Test	\$15.00
PSB-PTA	Psychological Services Bureau Academic Comprehension	\$25.00
PSB-RAD	Psychological Services Bureau	\$27.00
PSB-RN	Psychological Services Bureau	\$27.00
Proctoring	Special Testing - Correspondence and from other colleges	\$25.00 for each test proctored
Project +	Project + Certification	<del>\$170.00</del> <del>319 per exam</del> <del>\$25.00 CF Fee</del>
PROV	PROV Certifications	<del>\$25.00</del> <del>Exam price varies; No CF Fee</del>
<u>PST</u>	<u>Public Safety Testing</u>	<del>Exam price varies; No CF Fee</del>
Quickbooks	<u>Certiport</u> Quickbooks	<del>\$124.00</del> <del>102.99 per exam</del> <del>\$25.00 CF Fee</del>
<u>RVTrade</u>	<u>RV Trade Testing</u>	<del>Exam price varies; \$20.00 proctoring fee paid by vendor; No charge to candidates</del>
Security +	Security + Certification	<del>\$228.00</del> <del>339.00 per exam</del> <del>\$25.00 CF Fee</del>
SOCE	State Officers Certification Exam	<del>\$25.00</del> <del>100.00 per exam</del> <del>\$25.00 CF Fee</del>
T.A.B.E.	Test of Adult Basic Education	<del>\$15.00 first time</del> <del>\$5.00 retake</del>
Teamwork	KSA (Knowledge, Skills, Abilities) test	\$15.00
T.E.A.S.	Test of Essential Academic Skills	<del>\$68.00 for CF Students</del> <del>\$25.00 proctoring fee for</del>

Field Code Changed

		<u>nonstudents</u>
TOMAL	Test of Memory and Learning	\$20.00
TTS	Thurston Temperamental Schedule	\$15.00
TTMA	Thurston Test of Mental Ability	\$15.00
TJTA	Taylor-Johnson Temperament Analysis	\$10.00
TMC	Tests of Mechanical Concepts	Varies, depending on occupation for which test is given
TONI 3	Test of Nonverbal Intelligence	\$15.00
WBST	Wonderlic Basic Skills Test	\$15.00
WPT	Wonderlic Personnel Test	\$15.00
WRP	Work Readiness Profile	\$15.00

**~~CONTINUING EDUCATION NONCREDIT FEES~~**  
**Effective Fiscal Year 20~~19~~18 – 20~~20~~19**

The President is authorized to approve fees for continuing workforce education and noncredit programs, recreation and lifelong learning programs on a course-by-course basis.

~~For continuing workforce education courses,~~ **CONTINUING WORKFORCE EDUCATION**  
In accordance with Florida Statutes, the President will establish fees that equal at least 100% of the total annual cost of the supplemental vocational program.

**RECREATION AND LIFELONG LEARNING**

The fees for recreation and lifelong learning programs will generate at least the direct cost of instruction. Other fees related to continuing education classes include:

CPR Card (after satisfactory completion of course).....	No Charge
CPR Card Replacement .....	\$5.00
Certificates (for any courses that certificates are issued) .....	No Charge
Certificate replacement .....	\$7.00

**CORPORATE COLLEGE FEES**

<u>Certificates of Completion Replacements .....</u>	<u>\$5.00</u>
<u>OSHA Card Replacements .....</u>	<u>Varies</u>
<u>Forklift Card Replacements .....</u>	<u>\$5.00</u>

Formatted: Centered

**FEE WAIVERS AND EXEMPTIONS**

The college president is authorized to grant student fee exemptions from all fees adopted by the District Board of Trustees, as allowed by law.

As recommended by the college president, homeless students enrolled in non-credit courses are exempt from the payment of registration, matriculation and laboratory fees for instruction.

Students enrolled in approved apprenticeship programs are exempt from the payment of matriculation, registration and laboratory fees for instruction.

**REFUND POLICY**

**Credit and Vocational Education Classes**

For credit and vocational education classes, petitions for refunds and withdrawal from the college are available in the offices of Enrollment Management, and the Vice President for Student Affairs on the Ocala Campus, in the Enrollment Services Office on the Citrus Campus, at the front desk or from the Enrollment Student Services Coordinator at the Levy Center, or from the Staff Assistant at the Hampton Center. It is the student's responsibility to initiate official withdrawal, and the official date of withdrawal will be determined by the date the completed form is returned to the office of the Vice President for Student Affairs. Regardless of when the refund is applied for, no refund will be processed before thirty (30) days have elapsed from the date of the refund form, or two weeks after the end of the Add/Drop Date, whichever is the greater time period.

Credit, occupational and audit students who officially withdraw and complete a proper refund petition through the office of the Vice President for Student Affairs will receive refunds according to the following schedule:

100 percent: When official drop notification is received and approved prior to the end of the published drop/add period.

Less than 100 percent: The refund will be affected by the portion of the term completed. When a

Field Code Changed

student drops a course due to circumstances determined by the college to be exceptional and beyond the control of the student, which may include but not be limited to:

- ◆ Illness of the student of such severity or duration, as confirmed in writing by a physician, to preclude completion of the course(s);
- ◆ Death of the student or the student's parent, spouse, child or sibling;
- ◆ Involuntary call to active military duty;
- ◆ A situation where the college is in error;
- ◆ A change of a course or section(s) initiated by the college because of cancellation, time or location; and
- ◆ Other circumstances that may be approved upon timely filing with complete documentation with the division of Student Affairs.

**Classroom-Noncredit**

For continuing education classes, refunds for "live classroom" courses will be given when a student requests to drop a course at least three business days before the course begins.

**Online-Noncredit**

For online continuing education classes, refunds will be granted when a student requests to drop the course prior to accessing the online course or receiving and using associated course materials. Students may request a refund for all or a portion of the course after being granted access to the classes only if there are technical difficulties with the delivery of a course that are not resolved in a reasonable period of time or a refund extension period is published ~~either in the CF Institute non-credit schedule or online.~~

PRO-RATA REFUNDS

Pro-Rata Refunds

Campus-based programs will be refunded using pro-rated formula to comply with federal regulations defined in Reauthorization of the Higher Education Act.

Corporate College

The Corporate College does not offer refunds for its programs, including custom, online or stacking options.

**MEMBERSHIP FEES**

<b>VISUAL ARTS SOCIETY</b>	
<b>Annual Membership (January 1 – December 31)</b>	<b>\$40.00</b>
<b>Student Membership (with Current CF ID)</b>	<b>No Charge</b>

**Appleton Museum of Art Membership and Admission Charges**  
**Effective July 1, 2018~~9~~ – June 30, 20~~19~~**

Admission	Charge/Fee
<b>General Admission</b>	
Members – General, Directors Circle	No Charge
Adult	\$10.00
Children – age 0 – 5	No Charge
Youth – age 6-17	\$5.00
<del>CF Faculty, Staff, Retiree, CF Alumni Assoc. member with I.D.</del>	<del>No Charge</del>
<del>Student – CF with I.D.</del>	<del>No Charge</del>
Student-University – Students 18 and over with I.D.	\$8.00
Educator	\$8.00
Senior – 55 and over	\$8.00
AAA Member Discount	\$8.00
Active Military	No Charge
Veterans	No Charge
Family passes (2 adults and 3 children ages 17 and under)	\$25.00
Reciprocal Members	No Charge
Appleton Store Only	No Charge
<b>Group Tour Admission (15 or more persons)</b>	
Adult	\$8.00
Senior – 55 and over	\$6.00
Educator	\$5.00
Student-University – Students 18 and over with I.D.	<del>\$5.00</del> \$3.00
Students K-12 (Marion, Citrus and Levy counties)	No Charge
Bus Driver for Group	No Charge
Chaperone (1 per 10 Students)	<del>No Charge</del> \$8.00
Members	No Charge
<b>Memberships</b>	
<b>General Membership</b>	
Student/Educator with I.D.	\$20.00
Individual Senior – 55 and over	\$30.00
Individual	\$35.00
Dual Senior – 55 and over	\$50.00
Dual/Family – 2 adults and any children (17 and under)	\$60.00
<b>**CF Membership</b>	
<del>CF Faculty, Staff, Retiree, CF Alumni Assoc. Member with I.D.</del>	<del>\$10.00</del>
<del>CF Dual/Family 2 adults and any children (17 and under)</del>	<del>\$20.00</del>
<del>**CF memberships include free admission to the Appleton, 10% discount at the Appleton Store and a discount on selected classes only. Additional benefits such as free admission to events and participating in the Reciprocal Program are included in the General and Directors Circle Membership levels.</del>	
<b>Directors Circle Memberships</b>	
Friend	\$125.00
Associate	\$250.00
Fellow	\$500.00
Colleague	\$1,000.00
Partner	\$2,500.00
Sustainer	\$5,000.00
<b>College of Central Florida</b>	
<del>CF Faculty, Staff, Students, Retirees and CF Alumni Association members with CF ID receive free admission only to the Appleton year round. To receive additional benefits, a membership fee</del>	

Field Code Changed

is required as follows:

<u>Receive a 10% discount at the Appleton store, discount on classes and free admission to events.</u>	<u>CF Individual \$10.00</u> <u>CF Dual/Family \$20.00</u>
--	---

**COLLEGE OF CENTRAL FLORIDA**

14b

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Policy 3.17 – Public Records

INITIATOR: Dr. James D. Henningsen,  
President

DATE: May 22, 2019

---

---

BACKGROUND AND PERTINENT FACTS (including Objective):

Attached is the following new Board policy presented for a first reading:

(1) 3.17 Public Records

Proposed additions to the revised policy are underlined and deletions are shown with a ~~strikethrough~~. A copy of the policy as it will appear following approval is attached.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledges the new policy as a first reading item and authorizes advertisement of a public hearing.



## COLLEGE of CENTRAL FLORIDA POLICY MANUAL

<b>Title:</b> PUBLIC RECORDS	<b>Number:</b> 3.17	<b>Page:</b> 1 of 32
	<b>See Procedures:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Legal Authority:</b> Florida Statutes Chapter 119, 120.53, 1012.81	<b>Board Adoption/Revision Approval Dates:</b> 11/19/86, 6/10/87, 4/13/88, 10/19/88, 6/14/95, 5/15/99, 2/27/01, 10/22/02; 5/27/03, <u>Pending</u>	

**Comment [FJM1]:** This is still a working copy and not ready to be posted as a draft. 4/22/19-- FJM

### Access to Public Records

The District Board of Trustees is committed to providing Floridians with access to information to promote transparency and accountability as a publicly funded higher education institution. Florida's Constitution and public records laws provide a right to inspect or copy such records unless specifically exempted by the Constitution, by Florida statute, or by Federal Laws and Rules.

As defined by Florida Statute 119.011(12) [2018], public records are "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

To provide full and expeditious compliance with Florida's public records laws, the President shall establish and disseminate procedures to coordinate and fulfill all public records requests on behalf of the District Board of Trustees.

~~The College shall make available any public records, as defined in Chapter 119 of the Florida Statutes, to any citizen upon oral or written request to the Chief Fiscal Officer who is designated as the Records Management Liaison Officer. Any and all other College departments receiving requests for access and/or copying of public records, not in the course of normal daily business, shall obtain clearance from the Records Management Liaison Officer prior to releasing information.~~

~~Access to such records shall include the right to make photographic copies in accordance with the provisions of Chapter 119 of the Florida Statutes. The College shall provide a photographic copy within a reasonable amount of time. Records containing confidential information may require special preparation time prior to release. Once the record is properly prepared, it will be made available for public inspection.~~

~~In the event the College is required to provide a photographic copy, the person requesting the~~





## COLLEGE of CENTRAL FLORIDA

### POLICY MANUAL

<u>Title:</u>	<u>Number</u>	<u>Page:</u>
<u>PUBLIC RECORDS</u>	<u>3.17</u>	<u>22 of 32</u>

~~information shall pay to the College a charge for making such copy or copies, the amounts prescribed as follows:~~

- ~~(1) Fifteen (15) cents per page for straight copy work, one sided legal or smaller, not requiring research.~~
- ~~(2) Twenty (20) cents per page for straight copy work, two sided legal or smaller, not requiring research.~~
- ~~(3) A service charge if the nature or volume of the records requested is such as to require extensive use of information technology resources or extensive use of clerical or supervisory assistance by personnel. Any request taking longer than 30 minutes to complete will be considered "extensive" and is subject to a service charge equaling the time X hourly minimum wage of lowest paid College employee who would normally be assigned the task.~~



## COLLEGE of CENTRAL FLORIDA

### POLICY MANUAL

<u>Title:</u>	<u>Number</u>	<u>Page:</u>
<u>PUBLIC RECORDS</u>	<u>3.17</u>	<u>2 of 2</u>

- ~~(4) Certified copies shall be provided for the charge prescribed by Florida Statute 28.24 for similar services by the Clerk of the Circuit Court.~~

~~When access to records is granted, examination will be made in the presence of the record custodian regularly responsible for maintenance of the particular record or his/her designee.~~



# COLLEGE of CENTRAL FLORIDA

## POLICY MANUAL

<u>Title:</u>	<u>Number</u>	<u>Page:</u>
<u>PUBLIC RECORDS</u>	<u>3.17</u>	<u>32 of 32</u>

~~The Records Management Liaison Officer shall maintain a record of all requests for public records.~~

### **Disposition of Public Records**

The College will adhere to the minimum set of standards for scheduling and destroying records in accordance with Rule 1B-24 of the Florida Administrative Code.

~~The designation of the college's Records Management Liaison Officer and All requests for records dispositions shall be documented according to procedures established and disseminated by the President on behalf of the District Board of Trustees or the Chief Fiscal Officer who is designated as the Records Management Liaison Officer.~~



# COLLEGE of CENTRAL FLORIDA POLICY MANUAL

<b>Title:</b> PUBLIC RECORDS	<b>Number:</b> 3.17	<b>Page:</b> 1 of 1
<b>See Procedures:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Legal Authority:</b> Florida Statutes Chapter 119, 120.53, 1012.81	<b>Board Adoption/Revision Approval Dates:</b> 11/19/86, 6/10/87, 4/13/88, 10/19/88, 6/14/95, 5/15/99, 2/27/01, 10/22/02; 5/27/03, Pending	

### Access to Public Records

The District Board of Trustees is committed to providing Floridians with access to information to promote transparency and accountability as a publicly funded higher education institution. Florida's Constitution and public records laws provide a right to inspect or copy such records unless specifically exempted by the Constitution, by Florida statute, or by Federal Laws and Rules.

As defined by Florida Statute 119.011(12) [2018], public records are “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

To provide full and expeditious compliance with Florida’s public records laws, the President shall establish and disseminate procedures to coordinate and fulfill all public records requests on behalf of the District Board of Trustees.

### Disposition of Public Records

The college will adhere to the minimum set of standards for scheduling and destroying records in accordance with Rule 1B-24 of the Florida Administrative Code.

The designation of the college’s Records Management Liaison Officer and all requests for records dispositions shall be documented according to procedures established and disseminated by the President on behalf of the District Board of Trustees.

**COLLEGE OF CENTRAL FLORIDA**

15

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Monthly Financial Summary Report

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

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

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

**RECOMMENDATION/ACTION REQUESTED:**

That the Board acknowledges the receipt of the Monthly Financial Summary Report and requests the report be filed with the Board meeting records.

**COLLEGE OF CENTRAL FLORIDA  
GENERAL COLLEGE OPERATIONS FUND 1  
MONTHLY FINANCIAL SUMMARY AS OF APRIL 30  
FOR FISCAL YEARS 2018 AND 2019**

Reflecting Actual Results for 83% of the Fiscal Year

	FY2017-18 4/30/2018	FY2018-19 4/30/2019	%	FY2018-19 Budget	% of Budget Recognized
<b><u>REVENUES</u></b>					
1 Student Fees	\$ 13,604,506	\$ 13,279,982	-2%	\$ 14,610,267	91%
2 State Support	16,758,787	18,069,385	8%	23,444,786	77%
3 Other Revenue	1,229,023	1,913,348	56%	1,350,000	142%
4 <b>TOTAL REVENUE</b>	<b>\$ 31,592,316</b>	<b>\$ 33,262,715</b>	<b>5%</b>	<b>\$ 39,405,053</b>	<b>84%</b>
<b><u>EXPENSES</u></b>					
<b>Personnel Expense</b>					
5 Salary and Wages	\$ 17,561,808	\$ 18,184,350	4%	\$ 23,285,911	78%
6 Employee Benefits	4,300,708	4,571,976	6%	6,219,142	74%
7 Subtotal Personnel Expense	\$ 21,862,516	\$ 22,756,326	4%	\$ 29,505,053	77%
<b>Current Expenses</b>					
8 Operating	\$ 5,808,192	\$ 6,147,528	6%	\$ 7,038,376	87%
9 Supply & Material	767,338	784,826	2%	1,072,598	73%
10 Scholarships & Other Exp	333,331	411,254	23%	889,026	46%
11 Subtotal Current Expense	\$ 6,908,861	7,343,608	6%	\$ 9,000,000	82%
12 Capital Outlay Expense	\$ 424,684	\$ 818,246	93%	\$ 900,000	91%
13 <b>TOTAL EXPENSES</b>	<b>\$ 29,196,061</b>	<b>\$ 30,918,180</b>	<b>6%</b>	<b>\$ 39,405,053</b>	<b>78%</b>
14 <b>Increase/Decrease to Fund Balance</b>	<b>\$ 2,396,255</b>	<b>\$ 2,344,535</b>	<b>-2%</b>	<b>\$ 0</b>	

# COLLEGE OF CENTRAL FLORIDA

April 2019 Financial Summary

Variance Notes

FY 2017-18 TO FY 2018-19

## Revenues

- Line 1: Decrease in enrollment compared to this period last year.
- Line 2: State Appropriations increased due to performance based incentive funding and nonrecurring appropriations compared to this period last year.
- Line 3: Increase in interest revenue and receipt of Foundation operational support revenue compared to this period last year.

## Expenses

- Line 5: Increase in salary and wages due to increased summer overload and one-time non-recurring payment for all employees compared to this period last year.
- Line 6: Increase in Social Security and FRS contributions due to increased summer overload and non-recurring payment for all employees compared to this period last year.
- Line 8: Increases in repair/maintenance technology, student and general liability insurance and contract instr organization expenses compared to this period last year.
- Line 9: Increase in educational materials and supplies compared to this period last year.
- Line 10: Increase in write off of student debt and fundable fee waivers for spring FTE exemptions compared to this period last year.
- Line 12: Increase in Capital Outlay expenses compared to this period last year.

# **COLLEGE OF CENTRAL FLORIDA**

16

## **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED:            May 29, 2019

SUBJECT:                    Appleton Cultural Center, Inc. - Annual Financial Audit  
Ending December 31, 2018

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

DATE:                      May 22, 2019

---

---

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

At the June 26, 2007 Board meeting, the Board approved the recommendation to make the Appleton Cultural Center, Inc. a Direct Support Organization (DSO) of the College. The Appleton Cultural Center, Inc. is required to have an annual financial audit performed. The Financial Statements and Independent Auditors' Report for the period ending December 31, 2018, are provided for the Board's review. The IRS Form 990 and the Direct-Support Organizations (DSO) Audit Review Check List will be available at the meeting.

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

That the District Board of Trustees acknowledges receipt of the Appleton Cultural Center, Inc. annual audit for the period ending December 31, 2018.

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

We have audited the financial statements of the business-type activity of the Appleton Cultural Center, Inc. (the Center) for the year ended December 31, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 11, 2019. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Matters**

***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Center are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by the Center during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. No significant accounting estimates were noted.

The financial disclosures statements are neutral, consistent, and clear.

***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the opinion unit's financial statements taken as a whole.

**Certified Public Accountants**

P.O. Box 141270 • 222 N.E 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461  
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872  
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144  
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350  
1560 N. Orange Ave., Suite #450 • Winter Park, Florida 32789  
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS



Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

**Significant Audit Matters (Concluded)**

***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated April 5, 2019.

***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Center's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Center's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Restriction on Use**

This information is intended solely for the information and use of the Board of Directors and management of the Center and is not intended to be, and should not be, used by anyone other than these specified parties.

*Purvis, Gray and Company, LLP*

April 5, 2019  
Ocala, Florida

**FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT  
APPLETON CULTURAL CENTER, INC.  
OCALA, FLORIDA  
DECEMBER 31, 2018**

**FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT  
APPLETON CULTURAL CENTER, INC.  
OCALA, FLORIDA  
DECEMBER 31, 2018**

**TABLE OF CONTENTS**

**Independent Auditors' Report**..... 1-2

**Management's Discussion and Analysis** ..... 3-6

**Financial Statements**

    Statement of Net Position ..... 7

    Statement of Revenues, Expenses, and Changes in Net Position ..... 8

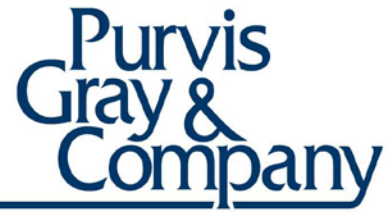
    Statement of Cash Flows ..... 9

    Notes to Financial Statements ..... 10-13

**Other Reports**

    Independent Auditors' Report on Internal Control Over  
        Financial Reporting and on Compliance and Other Matters  
        Based on an Audit of Financial Statements Performed in  
        Accordance with *Government Auditing Standards* ..... 14-15

    Independent Accountants' Report ..... 16



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the business-type activity of the Appleton Cultural Center, Inc. (the Center) an aggregate discretely presented component unit of the College of Central Florida, as of and for the year ended December 31, 2018, and the related notes to the financial statements, as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Certified Public Accountants**

P.O. Box 141270 • 222 N.E 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461  
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872  
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144  
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350  
1560 N. Orange Ave., Suite #450 • Winter Park, Florida 32789

MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

**INDEPENDENT AUDITORS' REPORT**  
*(Concluded)*

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activity of the Center as of December 31, 2018, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 5, 2019, on our consideration of the Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control over financial reporting and compliance.

*Purvis, Gray and Company, LLP*  
April 5, 2019  
Ocala, Florida

**APPLETON CULTURAL CENTER, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2018**  
**(Unaudited)**

**INTRODUCTION**

The Management's Discussion and Analysis (MD&A) of Appleton Cultural Center, Inc. (the Center) provides an overview of the financial position and activities of the Center for the fiscal year ended December 31, 2018. The intent of this discussion and analysis is to look at the Center's performance as a whole for the twelve-month period from January 1, 2018 to December 31, 2018. This MD&A has been prepared by management and should be read in conjunction with the audited financial statements that follow this section. Responsibility for the completeness and fairness of this information rests with the Center management.

**FINANCIAL HIGHLIGHTS**

The Center's financial position remained strong at December 31, 2018, with total assets of \$729,552 and liabilities of \$0. Net Position, which represents the difference between assets and liabilities, decreased \$25,964 during the fiscal year 2018 to \$729,552 at December 31, 2018. The decrease in net position was primarily due to an approved transfer to the college, which had a direct impact on the Center's investment portfolio. The Center reimbursed the College of Central Florida for accrued professional fees and corporate filing fees. The Center's investments recognized a loss of \$15,118, which is reflected in the total revenues at December 31, 2018.

**USING THIS ANNUAL REPORT**

The financial statements consist of three basic financial statements: the statement of net position; the statement of revenues, expenses, and changes in fund net position; and the statement of cash flows. These financial statements are prepared in accordance with Governmental Accounting Standards Board (GASB) principles, which establish standards for external financial reporting for public colleges, universities, and other governmental entities. The Center is required to prepare its annual report using GASB principles. These statements present a long-term view of the Center's finances.

**THE STATEMENT OF NET POSITION**

The statement of net position presents the financial position of the Center at the end of the fiscal year and includes all assets and liabilities of the Center. Net position, the difference between total assets and total liabilities, are an indicator of the current financial condition of the Center. The change in net position is an indicator of whether the overall financial condition has improved or worsened during the year.

Assets and liabilities are generally measured using current values. One notable exception is capital assets, which are stated at historical costs less an allowance for depreciation. A summarized comparison of the Center's assets, liabilities and net position at December 31, 2018 and 2017, is presented in the following table:

**APPLETON CULTURAL CENTER, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2018**  
**(Unaudited)**

**STATEMENT OF NET POSITION AT DECEMBER 31, 2018**

	<u>2018</u>	<u>2017</u>
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 100	\$ 100
Investments	<u>129,452</u>	<u>155,416</u>
<b>Total Current Assets</b>	<u>129,552</u>	<u>155,516</u>
<b>Noncurrent Assets</b>		
Investments – Endowment Principal	<u>600,000</u>	<u>600,000</u>
<b>Total Noncurrent Assets</b>	<u>600,000</u>	<u>600,000</u>
<b>Total Assets</b>	<u>\$ 729,552</u>	<u>\$ 755,516</u>
<b>Liabilities</b>		
Accounts Payable	<u>\$ 0</u>	<u>\$ 0</u>
<b>Total liabilities</b>	<u>0</u>	<u>0</u>
<b>Net Position</b>		
Restricted:		
Expendable Endowment Earnings	129,552	155,516
Nonexpendable Endowment Principal	<u>600,000</u>	<u>600,000</u>
<b>Total Net Position</b>	<u>\$ 729,552</u>	<u>\$ 755,516</u>

Current assets primarily consist of cash, cash equivalents, and investments. Noncurrent assets consist of endowment investments. A review of the Center's statement of net position at December 31, 2018 and 2017, shows that the Center's net position decreased by \$25,964. Total assets decreased by \$25,964 and total liabilities remained unchanged.

**DEBT ADMINISTRATION**

**DEBT**

The Center is a direct support organization for the College of Central Florida. The Center's expenses are paid by the College and reimbursed by the Center. The Center does not have any other debt.

**THE STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

The statement of revenues, expenses, and changes in net position presents the Center's results of operations. In accordance with GASB reporting principles, revenues, and expenses are classified as either operating or non-operating. A summary of the Center's revenues, expenses, and changes in fund net position for the fiscal years ended December 31, 2018 and 2017, is shown on the following table:

**APPLETON CULTURAL CENTER, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2018**  
**(Unaudited)**

**REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

	<u>2018</u>	<u>2017</u>
<b>Operating Revenues</b>		
Interest and Dividends	\$ 18,165	\$ 15,995
Unrealized Gain (Loss) on Investments	<u>(15,118)</u>	<u>596</u>
<b>Total Operating Revenues</b>	<u>3,047</u>	<u>16,591</u>
<b>Operating expenses</b>		
Fine Arts Salaries and Wages	25,000	0
Corporate Filing Fees	61	0
Accounting and Audit	<u>3,950</u>	<u>3,750</u>
<b>(Total Operating Expenses)</b>	<u>(29,011)</u>	<u>(3,750)</u>
<b>Operating (Loss) Income</b>	<u>(25,964)</u>	<u>12,841</u>
<b>Change in Net Position</b>	(25,964)	12,841
<b>Net Position, Beginning of Year</b>	<u>755,516</u>	<u>742,675</u>
<b>Net Position, End of Year</b>	<u>\$ 729,552</u>	<u>\$ 755,516</u>

**THE STATEMENT OF CASH FLOWS**

The statement of cash flows provides additional information about the Center's financial results by reporting the major sources and uses of cash. Its primary purpose is to provide relevant information about the cash receipts and cash payments of an entity during a period. The statement of cash flows also helps users assess:

- An entity's ability to generate future net cash flows.
- Its ability to meet its obligations as they come due.
- Its need for external financing.

A comparative summary of the statement of cash flows for the Center for the fiscal years ended December 31, 2018 and 2017, is shown in the following table:



**APPLETON CULTURAL CENTER, INC.**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**DECEMBER 31, 2018**  
**(Unaudited)**

**CASH FLOWS FOR THE FISCAL YEARS**

	<u>2018</u>	<u>2017</u>
<b>Cash Flows from Operating Activities</b>		
Receipts from Investments	\$ 18,165	\$ 15,995
Payments to Others	<u>(29,011)</u>	<u>(3,750)</u>
<b>Net Cash Provided By (Used In) Operating Activities</b>	<u>(10,846)</u>	<u>12,245</u>
<b>Cash Flows from Investing Activities</b>		
Purchases of Investments	(18,165)	(15,995)
Proceeds from Sale of Investments	<u>29,011</u>	<u>3,750</u>
<b>Net Cash Used from Investing Activities</b>	<u>(10,846)</u>	<u>(12,245)</u>
<b>Net Decrease in Cash and Cash Equivalents</b>	0	0
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>100</u>	<u>100</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 100</u>	<u>\$ 100</u>

The Center's liquidity remained steady during the reporting year. For the purpose of cash flows, the Center considers cash equivalents to include time deposits, certificates of deposit, and all highly liquid debt instruments with original maturities of three months or less.

During the fiscal year ended December 31, 2018, cash and cash equivalents maintained at \$100. The Center has adequate funds on hand to pay invoices upon demand and approval. The net cash used for operating activities was approximately \$29,011.

**ECONOMIC FACTORS THAT WILL AFFECT THE FUTURE**

The economic position of the Center is closely tied to Marion, Citrus, and Levy Counties, and the State of Florida.

The economic downturn may also affect the ability of donors to continue to contribute at the same level.

Investment income will play a key role in generating revenues for the Center as 30% to 50% of revenues are generally attributed to investment activity.

In December 2012, Cindi Morrison became the Executive Director of the Appleton Museum. Jillian Ramsammy, Vice President, Institutional Effectiveness and Government Relations; Joe Mazur, Vice President of Admin and Finance, Mark Paugh, Vice President of Academic Affairs, and Christopher Knife, Executive Director for the College of Central Florida Foundation works closely with the Center's Board of Directors to further the Center's vision and purpose. The Center continues to make advancements towards its mission of providing charitable and educational aid to help College of Central Florida promote academic excellence.

## **FINANCIAL STATEMENTS**

**STATEMENT OF NET POSITION**  
**DECEMBER 31, 2018,**  
**WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2017**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**

**ASSETS**

	<b>Business-Type Activities - Enterprise Fund</b>			
	<b>2018</b>			<b>Total</b>
	<b>Restricted Expendable Operating Account</b>	<b>Permanent Nonexpendable Endowment Account</b>	<b>Total</b>	<b>Total 2017</b>
<b>Current Assets</b>				
Cash and Cash Equivalents	\$ 100	\$ 0	\$ 100	\$ 100
Investments	129,452	0	129,452	155,416
<b>Total Current Assets</b>	129,552	0	129,552	155,516
<b>Noncurrent Assets</b>				
Investments - Endowment Principal	0	600,000	600,000	600,000
<b>Total Noncurrent Assets</b>	0	600,000	600,000	600,000
<b>Total Assets</b>	129,552	600,000	729,552	755,516

**LIABILITIES AND NET POSITION**

**Liabilities**

**Net Position**

Restricted:				
Expendable Endowment Earnings	129,552	0	129,552	155,516
Nonexpendable Endowment Principal	0	600,000	600,000	600,000
<b>Total Net Position</b>	\$ 129,552	\$ 600,000	\$ 729,552	\$ 755,516

See accompanying notes.

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
FOR THE YEAR ENDED DECEMBER 31, 2018,  
WITH SUMMARIZED FINANCIAL INFORMATION  
FOR THE YEAR ENDED DECEMBER 31, 2017  
APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**

	<b>Business-Type Activities - Enterprise Fund</b>			
	<b>2018</b>			<b>Total 2017</b>
	<b>Restricted Expendable Operating Account</b>	<b>Permanent Nonexpendable Endowment Account</b>	<b>Total</b>	
<b>Operating Revenues</b>				
Investment Earnings:				
Interest and Dividends	\$ 18,165	\$ 0	\$ 18,165	\$ 15,995
Unrealized Gain (Loss) on Investments	(15,118)	0	(15,118)	596
<b>Total Operating Revenues</b>	<u>3,047</u>	<u>0</u>	<u>3,047</u>	<u>16,591</u>
<b>Operating Expenses</b>				
Professional Fees	3,950	0	3,950	3,750
Corporate Filing Fees	61	0	61	0
Fine Arts Salaries and Wages	25,000	0	25,000	0
<b>(Total Operating Expenses)</b>	<u>(29,011)</u>	<u>0</u>	<u>(29,011)</u>	<u>(3,750)</u>
<b>Change in Net Position</b>	(25,964)	0	(25,964)	12,841
<b>Net Position, Beginning of Year</b>	<u>155,516</u>	<u>600,000</u>	<u>755,516</u>	<u>742,675</u>
<b>Net Position, End of Year</b>	<u>\$ 129,552</u>	<u>\$ 600,000</u>	<u>\$ 729,552</u>	<u>\$ 755,516</u>

See accompanying notes.

**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2018,**  
**WITH SUMMARIZED FINANCIAL INFORMATION**  
**FOR THE YEAR ENDED DECEMBER 31, 2017**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**

	<u>2018</u>	<u>2017</u>
<b>Cash Flows from Operating Activities</b>		
Receipts from Investments	\$ 18,165	\$ 15,995
Payments to Others	(29,011)	(3,750)
<b>Net Cash Provided by (Used in) Operating Activities</b>	<u>(10,846)</u>	<u>12,245</u>
<b>Cash Flows from Investing Activities</b>		
Purchases of Investments	(18,165)	(15,995)
Proceeds from Sale of Investments	29,011	3,750
<b>Net Cash Used for Investing Activities</b>	<u>10,846</u>	<u>(12,245)</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	0	0
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>100</u>	<u>100</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 100</u>	<u>\$ 100</u>
<b><u>Reconciliation of Operating Income to Net Cash</u></b>		
<b><u>    Provided by (Used in) Operating Activities</u></b>		
Operating Income (Loss)	\$ (25,964)	\$ 12,841
Adjustments to Reconcile Operating Income (Loss) to		
Net Unrealized and Realized Gains on		
Long-term Investments	15,118	(596)
<b>Net Cash Provided by (Used in) Operating Activities</b>	<u>\$ (10,846)</u>	<u>\$ 12,245</u>

See accompanying notes.

**NOTES TO FINANCIAL STATEMENTS**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**

**Note 1 - Summary of Significant Accounting Policies**

The following is a summary of the more significant accounting policies of Appleton Cultural Center, Inc. (the Center), which affect elements of the accompanying basic financial statements:

**Reporting Entity**

The Center is a governmental not-for-profit direct support organization and component unit of the College of Central Florida (the College) as provided for under Section 1004.70, Florida Statutes. The Center was organized as a Florida not-for-profit corporation on September 27, 1982. It first acquired assets in June 1983, and opened its doors to the general public in December 1987. The purpose of the Center is to establish a facility within the City of Ocala, Florida, to serve as a museum and cultural center. In July 1990, the Center transferred all assets, except its fine arts endowment, to the Florida State University Foundation and College of Central Florida Foundation, Inc. (CF), who owned and operated the museum until November 2004. Both Foundations entered into lease agreements with their respective institutions for the operations of the museum until that time. In November 2004, Florida State University Foundation relinquished, by agreement, their share of the museum's assets to CF and its Foundation.

**Measurement Focus - Basis of Accounting**

The financial statements of the Center are prepared in accordance with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (*Statements and Interpretations*).

For financial reporting purposes, the Center is considered a special purpose government engaged only in business-type activities. Accordingly, the Center's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred.

The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

The financial statements of the Center are reported in a single major enterprise fund, which is composed of two sub accounts as follows:

- *Restricted Expendable Operating Account*—Includes income and change in fair market value of endowment investments, which are restricted to educational programs directly related to fine arts activities.
- *Permanent Nonexpendable Endowment Account*—Includes permanent restricted endowment contributions, which are nonexpendable donations subject to donor-imposed restrictions, requiring that the principal be invested in perpetuity and that only the income generated be used for current expenditures. As described in further detail in Note 3, the permanent account maintains a continual balance of \$600,000 (see Note 3 for a further description of the Center's primary program operated within these two fund types).

**NOTES TO FINANCIAL STATEMENTS**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**  
*(Continued)*

**Note 1 - Summary of Significant Accounting Policies (Continued)**

**Donated Services**

No amounts have been reported in the financial statements for donated services because an objective basis is not available to measure the value of such services.

**Income Taxes**

The Center was incorporated as a not-for-profit corporation and is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC) and has been classified as an organization that is not a private foundation under Section 509(a)(3) of the IRC. Contributions to the Center qualify for the charitable contribution tax deduction.

**Cash and Cash Equivalents**

For the purpose of the statement of cash flows, cash equivalents include cash on hand and money market funds.

**Educational Materials**

The Center's policy is to expense at the time of purchase all educational materials such as videos, slides, displays, and books.

**Capital Assets**

The Center capitalizes all property and equipment with a cost of greater than \$500 and an estimated useful life exceeding one year. As of December 31, 2018 and 2017, all property and equipment of the Center have been totally depreciated.

Property and equipment consists of office furniture, computer equipment, and software recorded at cost, depreciated over seven years, five years, and three years, respectively, using the straight-line method.

**Investments**

All investments are carried at market value and consist of mutual funds invested in U.S. Government Securities. Unrealized gains and losses to record the investments at market value are reflected in the statement of activity and changes in net position. All interest income is treated as endowment earnings for financial statement reporting purposes.

**Pervasiveness of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Classification of Revenues**

The Research Foundation classifies its revenues as operating or nonoperating according to the following criteria:

- *Operating Revenues*—The Center's principal operating activity is College program and museum support. Operating revenues include all earnings from permanent endowment.
- *Nonoperating Revenues*—Include activities, such as state appropriations, grants, and individual gifts.

**NOTES TO FINANCIAL STATEMENTS**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**  
*(Continued)*

**Note 1 - Summary of Significant Accounting Policies (Concluded)**

**Comparative Data and Reclassifications**

The financial statements include certain prior year summarized comparative information in total but not by sub-account. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended December 31, 2017, from which the summarized information was derived.

**Note 2 - Deposits and Investments**

**Investments**

Investments consist exclusively of Mutual Funds, which invest in U.S. Government Securities. All investments are managed by SunTrust National Association under a discretionary investment management agreement.

As of December 30, 2018, the Center had the following investments and maturities:

<b>Description</b>	<b>Carrying Value (FMV)</b>
Virtus Mutual Fund - U.S. Government Securities:	
Restricted Expendable Account	\$ 129,452
Permanently Nonexpendable Endowment Account	600,000
<b>Total</b>	<b>\$ 729,552</b>

**Deposit and Investment Risk Disclosures**

Disclosures concerning certain investment and interest rate risk, custodial credit risk, and foreign currency risk are as follows:

**Interest Rate Risk**

Applicable interest rate risk measured by weighted-average maturity (WAM) or information provided on weighted average life (WAL) is as follows:

**As of December 31, 2018**

<b>Investment Type</b>	<b>Fair Value</b>	<b>WAM</b>	<b>Credit Rating (1)</b>	<b>Fair Value Measurement (2)</b>
Virtus Mutual Fund - U.S. Government Securities	\$ 729,552	6.56 Years	AAA/AA	2

Notes:

- 1) Credit ratings provided by Standard and Poor's.
- 2) The Center categorizes the fair value measurements of its investments based on the hierarchy established by GAAP. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs, which is based on matrix pricing model; and Level 3 inputs are significant unobservable inputs and were evaluated using curve-based approach.



**NOTES TO FINANCIAL STATEMENTS**  
**APPLETON CULTURAL CENTER, INC. - OCALA, FLORIDA**  
*(Concluded)*

**Note 2 - Deposits and Investments (Concluded)**

**Custodial Credit Risk**

During 2018, no investments had associated custodial credit risk.

**Foreign Currency Risk**

The Center has no investments in foreign currencies.

**Note 3 - Florida Fine Arts Endowment**

In 1987, the Center established a fine arts endowment fund to which it deposited \$360,000 as specified by the Florida Fine Arts Endowment Program Trust Agreement (the Trust Agreement). The Florida Department of State then deposited a matching share in the amount of \$240,000 for a total of \$600,000.

Under the terms of the Trust Agreement, the Center is the Trustee, and the \$600,000 principal balance shall be maintained in the Center's Fine Arts Endowment Program Fund at all times. The Center has interpreted the State of Florida, Department of State, and Division of Cultural Affairs, as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds. As a result of this interpretation, the Center classifies as permanent nonexpendable endowed net position, the original value of gifts donated to the endowment. The remaining portion (consisting of interest, dividends, and realized and unrealized gains and losses that is not classified as permanent nonexpendable net position) is classified as restricted expendable net position until those amounts are appropriated for expenditures incurred while engaged in educational programs directly related to fine arts activities in accordance with the standard of prudence prescribed by the Florida Department of State.

The Center has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity and mutual fund products, which invest in U.S. Government Securities that is intended to result in a consistent inflation-protected rate of return. However, actual returns in any given year may vary and investment risk is measured in terms of the total endowment fund.

**Note 4 - Related-party Transaction**

The Center is a direct support organization to the College. The Center's expenses are paid by the College and reimbursed by the Center. The Center incurred professional fees of \$3,950 and corporate filing fees of \$61, for the year ended December 31, 2018. As a result of this arrangement, the Center has recognized payables of \$0 as of December 31, 2018. The Center transferred \$29,011 to the College in order to pay accrued professional fees and reimbursement of expenses incurred.

## **OTHER REPORTS**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the business-type activity, as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Appleton Cultural Center Inc.'s (the Center) basic financial statements and have issued our report thereon dated April 5, 2019.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Certified Public Accountants**

P.O. Box 141270 • 222 N.E 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461  
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872  
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144  
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350  
1560 N. Orange Ave., Suite #450 • Winter Park, Florida 32789  
MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*  
(*Concluded*)**

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Center's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Center's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Purvis, Gray, and Company, LLP*  
April 5, 2019  
Ocala, Florida

**INDEPENDENT ACCOUNTANTS' REPORT**

Board of Directors  
Appleton Cultural Center, Inc.  
Ocala, Florida

We have examined Appleton Cultural Center, Inc.'s (the Center) compliance with the requirements of Section 218.415, Florida Statutes, with regards to the Center's investments during the year ended December 31, 2018. Management is responsible for the Center's compliance with those requirements. Our responsibility is to express an opinion on the Center's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Center complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Center complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Center's compliance with specified requirements.

In our opinion, the Center complied, in all material respects, with the aforementioned requirements for the year ended December 31, 2018.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Board members, and applicable management, and is not intended to be, and should not be, used by anyone other than those specified parties.

*Purvis, Gray and Company, LLP*  
April 5, 2019  
Ocala, Florida

**Certified Public Accountants**

P.O. Box 141270 • 222 N.E 1st Street • Gainesville, Florida 32614-1270 • (352) 378-2461  
Laurel Ridge Professional Center • 2347 S.E. 17th Street • Ocala, Florida 34471 • (352) 732-3872  
443 East College Avenue • Tallahassee, Florida 32301 • (850) 224-7144  
5001 Lakewood Ranch Blvd. N., Suite 101 • Sarasota, Florida 34240 • (941) 907-0350  
1560 N. Orange Ave., Suite #450 • Winter Park, Florida 32789

MEMBERS OF AMERICAN AND FLORIDA INSTITUTES OF CERTIFIED PUBLIC ACCOUNTANTS  
MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

## **COLLEGE OF CENTRAL FLORIDA**

17

### **AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: 2019 - 2020 Technology Plan

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

DATE: May 22, 2019

---

---

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

The 2019 - 2020 Technology Plan has been developed by the College's Technology Resources Committee, a representative group of faculty, staff and administrators.

This plan focuses on specific initiatives and recommendations that support the goals of the College. The Technology Plan is a guidebook which assists the College in planning and decision making.

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

Information item – no action required.



# 2019-2020 Technology Plan

## **Executive Summary**

The Technology Plan for fiscal year 2019-2020 was developed by members of the Technology Resources Committee during 2018-2019. The names of the committee members are listed on page two of this plan.

## **Topics of Discussion and Committee Recommendations**

The Topics of Discussion and Committee Recommendations section on page three provides a brief recap of the Committee's discussions, recommendations, and concerns regarding the college's technology. The Committee discussed the technology needs of all college constituents, focusing on security, learning, accessibility, the budget priorities of the college, and the strategic goal to "Maximize technology to support student learning and college operations."

## **New Technology Requests**

Pages four and five describe the New Technology Requests for 2019-2020 in order of priority assigned by the college's Technology Committee. Codes that represent the college's Budget Priorities are provided. There are also codes for the 'groups' that will benefit from the technology requests. The groups include *Student*, *Faculty*, *Administration*, *Infra* (Infrastructure) and *All*. The *Student*, *Faculty* and *Administration* groups are self-explanatory. The *Infrastructure* group is assigned to computer network and hardware requests that are important to sustaining and improving overall technology support for the college. The *All* group is specified for those requests that will benefit students, faculty, administration, and the college infrastructure. The committee recognizes the college's enrollment decline during recent years has reduced the resources that will be available for the 2019-2020 technology requests and the purchase of the new technology requests will be contingent on available funds and student enrollment.

## **Ongoing Technology Needs**

Page six lists the major ongoing technology needs. Each item on the list includes the estimated annual costs for the technology.

## **Review of Requests for Prior Years**

A review of prior technology requests on page seven provides updated information regarding the technology that has been purchased and implemented.



## 2019-2020 Technology Plan

### Technology Resources Committee members

Maureen Anderson

Sam Ajlani

Dr. Victoria Colleli

Dr. Sandra Davis

Teresa Faust

Dr. Hank Glaspie

Ron Kielty

Joe Mazur

Holly McGlashan

Dr. Mark Paugh

Josh Strigle

James Meier

Graham Young

Dean, Enrollment Management

Faculty - Business & Technology

Director, Disability Services

Associate Professor, Business & Technology

Library Director

Associate Vice President for Information

IT Manager

Vice President, Administration & Finance

Provost, Levy Campus

Vice President, Instructional Affairs

Director E-Learning

Teaching Learning Institute

Associate Professor of Digital Media





## 2019-2020 Technology Plan

### Topics of Discussion and Committee Recommendations

The members of the Technology Resources Committee met during the fiscal year to discuss IT security and the current and future technology needs of the college. The topics of discussion and committee recommendations included:

- Jenzabar guided Academic Pathways for new student registrations including customized programming enhancements for concurrent courses in Health Science and Criminal Justice.
- Explore New ERP system, such as Jenzabar One, PeopleSoft, Ellucian Banner, or WorkDay.
- The college had a Penetration test inside and outside the organization with a social engineering attack. This brought to light several vulnerabilities that need to be addressed. Mitigations for the vulnerabilities are in the plan (Edge Security Project, Knowbe4).
- Internet bandwidth Use of Course materials and Cloud software is growing. Expansion of wireless to accommodate 25 devices per classroom and 400 devices per large conference area.
- A refresh plan for the college's network infrastructure (switches) needs to be on going. Currently 18 switches out of 70 are replaced each year. This year replacement of the college core switches is vital due to loss of support from vendor outsource for network wiring of current and new facilities.
- Aggregating multiple Internet Service Providers (ISP) to provide load balancing and redundancy.
- The Florida Virtual Campus (FLVC) allows students to find and enroll in online classes offered at other Florida colleges and universities. The system should be improved to provide timely information to students about available classes.
- Security was discussed as a priority. Removing access to switch ports to only allow any port to connect to virtual desktop interface (VDI) connection brokers.
- Continue the expansion of Zerto to reduce our backup recovery point objective.
- Two Factor Authentication security to VDI for all areas.
- Remove ability to use removable storage such as USB flash drive and external hard drives.



# 2019-2020 Technology Plan

## New Technology Requests

<b>Strategic Priorities</b>	<b>Fully Focused On Student Success</b>	<i>S1</i>	Strengthen a high-quality learning environment that increases student engagement and success.
		<i>S2</i>	Strengthen partnerships that meet workforce needs and promote the social, economic and cultural development of the community.
		<i>S3</i>	Promote a climate that supports team learning, success and innovation.

<b>Benefit Groups</b>	<i>All</i> = Benefits all groups	<i>Faculty</i> = Faculty Initiative	<i>Student</i> = Student Initiative
	<i>Admin</i> = Administrative Initiative	<i>Infra</i> = Infrastructure/Hardware Initiative	

## New General Requests for 2019-2020

Priority	TECHNOLOGY REQUESTED	Estimated Implementation Cost	Budget Priority	Benefits Group
	<b>General Request</b>			
1	Install security cameras in parking lots and public areas, to include recorders to support the cameras.	\$491,000	S3	ALL
2	Edge Security project	\$10,000	S1, S3	ALL
3	Replacement laptops for KJ Vishanagra, Hank Handley, Darin McClain & Hank Glaspie (\$1,540/each)	\$6,164	S1, S3	Admin
4	Replacement UPS in datacenters and IT closets. (50) @ \$663; (17) @ \$1,306; (12) @ \$3,184. Plus shipping	\$95,165	S1, S3	ALL
5	Canon DR 5010C desktop scanner	\$3,159	S3	Admin
6	Cameras for Appleton Museum of art security system. (replace all analog cameras)	\$40,000	S3	ALL
	<b>Total General Requests</b>	<b>\$642,329</b>		



## 2019-2020 Technology Plan

Priority	TECHNOLOGY REQUESTED	Estimated Implementation Cost	Budget Priority	Benefits Group
<b>Academic Request</b>				
1	(20) each - HoverCam with warranty & delivery (\$3,183); Speaker pole Sound lite 30 watt (\$286); Projector Epson laser (\$2,132)	\$112,027	S1	Faculty
2	Instructional technology intended to mimic elementary school classrooms in local school districts to update Room 111, Building 20 (primary classroom for Teacher Education). Projector - \$1,866; Document camera - \$443; Acer Chrome OS Intel Celeron - \$251	\$2,560	S1	Faculty
3	(18) Mac computers with large display monitors and at least 16 RAM (\$2,887/each)	\$51,966	S1	Student
4	Anatontage Table Convertible (with warranties)	\$100,000	S1	Student
5	Amatrol mechanical drive system, Advanced pneumatic learning system, Intermediate hydraulic system, Mechanical drives learning system	\$27,190	S1	Student
6	Light board for the Black Box 4-142	\$1,380	S1	Student
	<b>Total Academic Requests</b>	<b>\$293,743</b>		
	<b>Total all requests 2019-2020 Technology Plan</b>	<b>\$936,072</b>		



# 2019-2020 Technology Plan

## Ongoing Need – (Must Do)

Description of the Ongoing Request	17-18 Estimated Cost	Budget Priority	Benefit Groups
<b>Security Scan – Annual service required for IT audits</b> Perform security scan on the network and ports, including virtual environments, to detect, assess and rectify security vulnerabilities. SecureWorks monitoring	\$45,000 \$39,000	S1, S3	<i>Infra</i>
<b>Support continuous disaster recovery enhancements</b> Single mode fiber for Ocala west campus.	\$30,000	S1	<i>Infra</i>
<b>Jenzabar ERP</b> CX, JICS (MyCF portal) and Higher Reach (non-credit)	\$450,000	S1, S3	<i>All</i>
<b>Microsoft campus license</b> Cost is FTE based	\$75,100	S1	<i>All</i>
<b>Course Management System, Canvas</b> Year 1 license	\$81,284	S1, S3	<i>Faculty Student</i>
<b>ISP – Internet Service Provider</b> Florida Lambda Rail City of Ocala–secondary ISP & wireless (5Mbps connection will remain for rental spaces)	\$55,200 \$6,300	S1, S3	<i>All</i>



# 2017-2018 Technology Plan

## Review of Requests for Prior Year

<b>Budget Priorities</b>	<b>College Operations</b>	<i>C1</i>	Align services, programs and activities with the mission of the college and eliminate those that are not relevant or that are no longer deemed necessary.
		<i>C2</i>	Add positions strategically and with offsetting staff reductions if possible; only the addition of the most critical faculty and staff will be considered.
		<i>C3</i>	Fund selected new initiatives that support the college vision and that address college priorities for continuous improvement.
	<b>Equipment</b>	<i>D1</i>	Fund instructional equipment to improve student learning.
		<i>D2</i>	Fund the Technology Plan to the extent possible, with an emphasis on instructional needs, disaster recovery needs and refresh strategies.
		<i>D3</i>	Fund general equipment, to the extent possible, to increase effectiveness or to maintain/exceed safety standards.

Year	Description of the Request	18-19 Estimated Implementation Cost	Budget Priority	Benefit Groups
	<b>Capital Outlay Requests</b>			
		\$9,005	D1	Student
<b>18-19</b>	(10) Lenovo ThinkCentre M910X - tiny desktop - Core i5 7500T 2.7 GHz - 8 GB-25 Computers.	\$291,375	D2	ALL
<b>18-19</b>	Update technology in conference centers and conference rooms.	\$225,000	D2	ALL
<b>18-19</b>	Replace wireless system with 802.11 AC wave 2 with new controllers.	\$2,920	D3	ALL
<b>18-19</b>	(8) Computer display terminals (monitors), (8) wireless keyboards and (8) mice.	\$2,920	D3	Admin
<b>18-19</b>	(2) 44" Epson Sure Color P9000 Inkjet large format printer.	\$8,756	D2	Admin
<b>18-19</b>	Lexmark MX510de printer/scanner	\$899	D2	Admin
<b>18-19</b>	Security gates for the LRC in Ocala and Citrus.	\$40,440	D3	ALL
<b>18-19</b>	Jenzabar SEM CRM Software Customs	\$50,000	D2	Admin
	<b>Academic Request</b>			
<b>18-19</b>	Student VDI Farm (12 servers)	\$226,039	D1	Student
<b>18-19</b>	(18) Mac computers with large display monitors and at least 16 RAM.	\$117,950	D1	Student
<b>18-19</b>	(30) Desks, computers and the necessary infrastructure to allow for computer based testing in classroom 37-103.	\$10,950	D1	Student
<b>18-19</b>	(1) Digital Wi-Fi Microscope	\$2,400	D1	Student
<b>18-19</b>	Lexmark CX410de Multifunction Printer, estimate from CDW-G attached.	\$799	D2	Faculty
<b>18-19</b>	Digital podium teaching station for 3-101K with HD screen, i5 computer, integrated document camera and microphone.	\$2,748	D2	Faculty
	<b>TOTAL</b>	<b>\$992,201</b>		

**COLLEGE OF CENTRAL FLORIDA**

18

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Board Calendar for 2019-2020

INITIATOR: Dr. James D. Henningsen,  
President

DATE: May 22, 2019

---

---

**OBJECTIVE AND PERTINENT FACTS:**

Each year the Board establishes a schedule of meeting dates for the coming year. A list of meeting dates has been prepared for 2019-2020, with all meetings to be held on Wednesday, as requested by the Board.

**RECOMMENDATION/ACTION REQUESTED:**

That the District Board of Trustees consider the meeting dates for 2019-2020, to be approved at the June, 2019 meeting.

# COLLEGE OF CENTRAL FLORIDA

## District Board of Trustees

### Meeting Dates for 2019-2020

<u>Date</u>	<u>Location</u>
August 28, 2019	Ocala Campus
September 25, 2019	Hampton Center
October 30, 2019	Ocala Campus
December 4, 2019	Appleton Museum of Art
January 22, 2020	Ocala Campus
February 26, 2020	Levy Campus
March 25, 2020	Ocala Campus
April 22, 2020	Citrus Campus
May 27, 2020	Ocala Campus
June 24, 2020	Ocala Campus

**All meetings begin at 3:00 p.m.**

**COLLEGE OF CENTRAL FLORIDA**

19

**AGENDA ITEM NUMBER**

FOR BOARD MEETING SCHEDULED: May 29, 2019

SUBJECT: Legislative Update

INITIATOR: Dr. James D. Henningsen,  
President

DATE: May 22, 2019

---

**OBJECTIVE AND PERTINENT FACTS:**

Dr. Henningsen will provide a legislative update.

**RECOMMENDATION/ACTION REQUESTED:**

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