
**College of Central Florida
Meeting of the District Board of Trustees
Wednesday, October 30, 2019, 3:00 p.m.
Ocala Campus**

A G E N D A

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

RECOGNITION

PUBLIC COMMENT

CONSENT AGENDA

Routine Business

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

Agreements, Contracts, Leases

4. Health Care Affiliation & Internship Agreements
 5. Agreement for Services of International Independent Contractors
 6. License Agreement with Citrus & Levy County SCORE- Renewal
 7. Nelnet Business Solutions, Inc. Professional Services Addendum
 8. Retirement Plan Compliance and Administration Services Agreement between TSA Consulting Group, Inc. and the College of Central Florida – Renewal
 9. Baycare Behavioral Health, Inc. d/b/a BayCare Life Management Agreement – Renewal
 10. Agreement between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company and the College of Central Florida
 11. Resource Development Department Annual Report 2018-2019
 12. E-Learning Update
 13. Study Abroad Proposed Trip for Summer 2020
-

PRESENTATION

StartSmart @ CF

OTHER BUSINESS

For Approval

- 14. Curriculum Changes
 - 15. Write-offs for Fiscal Year 2019-2020
 - 16. Appointment to the Appleton Museum of Art Advisory Council
-

PUBLIC HEARING

Board Policies/Actions/Rule Adoption

- 17. Board Polices/Actions
 - a. Policy 1.01 – Equal Access/Equal Opportunity
 - b. Policy 1.03 – Discrimination, Harassment, and Related Misconduct
-

Acknowledge Receipt

- 18. Financial Information - Monthly Financial Summary Report

For Information

- 19. Student Affairs Update
-

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT’S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Minutes of the September 25, 2019 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the September 25, 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 September 25, 2019.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, September 25, 2019 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held at the Hampton Center.

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

Members Absent: Bill Edgar

Jessica Kummerle, Robert Reynolds, Chris Knife, Vernon Lawter, Lois Brauckmuller, Rod McGinnes, Judy Menadier, Jason Steuber, Jillian Ramsammy, Ron Kielty, Joe Mazur, Berry Davis, Mark Paugh, Carol W. Smith, Jennifer Fryns, Stephanie Cortes, Allan Danuff, Tammi Viviano-Broderick, Steve Ash 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.

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.

Dr. Henningsen recognized Dr. Jason Steuber as the new Director of the Appleton Museum.

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

The minutes of the August 28, 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:

- Conway, Terrence L. – E-Learning Specialist – E-Learning – September 1, 2019
- Davidson, Marie L. – Faculty – Equine Studies – August 16, 2019
- Feliciano, Alexander – International Student Admissions and Advising Specialist – Admissions & Records – September 16, 2019

Grants and Contracts – Fund 2:

None this reporting period.

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

Business & Technology Effective July 1, 2019

Chauncey, Arlene F. – Staff Assistant II – Business & Technology to Specialist – Perkins Grant – Business & Technology

CALL TO ORDER

PRESENT

ABSENT

OTHERS IN ATTENDANCE

PUBLIC COMMENT

RECOGNITION

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:

Arner, Joseph N.	Feehan, Richard J	Magamoll, Allison B.
Baumgardner, Lawrence	Guzman, Daniel D	Spivey, Brian D.
Carter-Eldridge, Carla A.	Koenig, Albert A.	Wetherington, Jason M.

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

Hord, Paul D.	Moreland, Ann M.
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Temporary Part -Time Career Service: OPS

Bork, Lauren	Forster, Ian R.	Murray, Christopher
Chauncey, Ethan G.	Licardo, Sherry L.	Sebastian, Miriam
Defrancisco, Dylan A.	Naymon, Sheila A.	Smith, Sherica S.
Diaz, Alisson J.	Moore, Kimberly 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:

Alagba, Racheal	Hernandez, Andrea	Patel, Divya B.
Bagnasco, Jennifer L.	Hess, Rebecca R.	Shinaberry, Alyssa D.
Booker, Ariyon M.	King, Chloe M.	Sigler, Rachel
Butler, Emily M.	Munoz Munoz, Ariadna Y.	Wengler, Jacob A.
Cortes Lopez, Rosedali		

Notification of engagement in outside employment or extra college activities:

None this reporting period.

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

None this reporting period.

Resignations:

Conway, Terrence L. – Staff Assistant III – E-Learning – August 31, 2019
 Makoid, Clara – Assessment Specialist – Student Services – August 16, 2019
 Peirano, Ashley E. – Coordinator- Benefits & Special Projects – Human Resources – September 4, 2019
 Doty, Danielle D. – Manager – Community Relations – Marketing, Public & Community Relations – September 09, 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:

- Clinton, Jamie W. – Data Analyst/Reporting Coordinator – Institutional Effectiveness
- Harrison, Alicia M – Student Services Specialist – Enrollment Services – Citrus
- Herbst, Teresa L. – Payroll Specialist - Payroll
- Lee, Wanda – Manager – Testing and Assessment – Student Services
- Pfeiffer, Victoria FA – Groundskeeper – Facilities

At the August 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 one (1) Appleton Museum of Art Loan.

Upon a motion by Rusty Branson, seconded by Bobby Durrance 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.

Rod McGinnes, Associate Dean for Health Sciences presented an update on the Hampton Center. The dental program has a full student class for assisting and hygiene is being presented to the committee for approval as a new program. The physical therapy program is at capacity and students provide 120 free sessions each year and perform fall risk screenings in the community. Community programs include Youth Build which provides students with construction training for certification, vocational testing and rehab and tax preparation services. Community partnerships include SECO, Duke Energy, Ocala Electric and Liberation Ocala African American Council. Friday Talks are held on the campus the last Friday of each month and sponsored by the CEP. A partnership with the Marion County Health Department provides dental services to over two thousand patients per year.

Dr. Paugh, Vice President of Academic Affairs, presented the Board the Florida College System (FCS) 2019 Annual Textbook Affordability Report in accordance with Florida Statue 1004.085 that requires district boards of trustees of all Florida Colleges to report to the FCS Chancellor on an annual basis the factors that influenced the textbook and instructional materials selected to ensure maximum affordability. After discussion and upon a motion by Rusty Branson, seconded by Bobby Durrance and unanimously carried, the Board approved the FCS 2019 Annual Textbook Affordability Report.

Mr. Robert Batsel, Jr., College Counsel, presented the Board the proposed Marion County Hospital District Second Memorandum of Understanding representing a commitment of \$3,500,000 to support the Health Sciences Technology Education Center on the Ocala Campus and Dental Hygiene Program development. After discussion and upon a motion by Bobby Durance, seconded by Rusty Branson and unanimously carried, the Board approved the Second Memorandum of Understanding with the Marion County Hospital District and authorized the Board Chair to sign the agreement on behalf of the college.

Curriculum Changes

Appleton Museum of Art Loan Agreement

Approval of Consent Agenda

PRESENTATION

Hampton Center Update

OTHER BUSINESS

Florida College System Annual Textbook Affordability Report

Marion County Hospital District Second Memorandum of Understanding

Dr. Henningsen presented the following Board policies for a first reading and Equity Officer, Dr. Carol W. Smith, gave a brief summary:

- (1) 1.01 - Equal Access/Equal Opportunity
- (2) 1.03 – Discrimination, Harassment, and Related Misconduct

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

Mr. Mazur, Vice President of Administration and Finance, reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the periods ended August 31st for the comparative fiscal years 2018-2019 and 2019-2020. The report included information about general college operations (Fund 1). After discussion, the Chair acknowledged receipt of the reports on behalf of the Board.

Mr. Mazur, Vice President of Administration and Finance, presented the College's unaudited Annual Financial Report (AFR) for the period ending June 30, 2019. A hardcopy and an executive summary was provided for the Board's review. Copies have been submitted to the Division of Florida Colleges as required by State Board of Education Rule. After discussion, the Chair acknowledged receipt of the report on behalf of the Board.

Dr. Jillian Ramsammy and Dr. Saul Reyes presented an update on preliminary fall enrollment and the five-year annual enrollment. Enrollment trends over the last 10 years have declined but are leveling. The five year trend in the Florida College System has declined sharply. Baccalaureate programs and student head count continue to increase. High school graduate enrollment has increased in Levy county, decreased in Citrus and leveled off in Marion. Fall enrollment is down a percent in both head count and full-time enrollment from last year. New programs include a September Start and February Start which are 12-week terms to assist students in completing enrollment to begin class.

Female students represent the majority at 63%, median age is 21 with 18-24 year olds representing over 50% and the dual enrollment population is 1,126 or 11%. Fall-to-fall headcount from 2018 to 2019 is the same for the A.A., A.S. and Baccalaureate programs. A two-pronged approach of marketing and admissions strategies is being implemented. On the marketing side, strategies include such things as focusing on the website, more radio and Facebook presence, and targeting of print ads. On the admissions side, strategies include customer relations management, high school and employer recruitment and process improvement.

Dr. Henningsen recognized Bobby Durrance for his ten years of service to the Board.

Council of Presidents. Jessica Kummerle, Governmental Relations Director, and I attended the AFC Council of Presidents meeting on Thursday, September 19, in Tallahassee. The presidents approved to support a bill to provide funding for the Florida College System Risk Management Consortium, due to losses caused by hurricanes. In addition, the council approved opposition to any bill that would permit concealed or open carry on college campuses as well as allowing school district career centers from offering an Associate's Degree in Nursing. There was also much discussion on the new funding formula model that was presented by **Florida Education Commissioner Richard Corcoran.**

FIRST READING

1.01 – Equal Access/Equal Opportunity

1.03 – Discrimination, Harassment, and Related Misconduct

ACKNOWLEDGE RECEIPT

Financial Information – Monthly Financial Summary Report

Annual Financial Report

FOR INFORMATION ONLY

Preliminary Fall Enrollment Report and Five-Year Annual Enrollment Report

BOARD CHAIR/ TRUSTEE COMMENTS

PRESIDENT'S REPORT

Council of Presidents

Legislative Update. The State Board of education approved the Legislative Budget Request (LBR) for the Florida College System. A copy of the LBR is attached. They also approved the Florida College System Project Priority Methodology and the Public Education Capital Outlay (PECO) Project List. The CF Health Science Technology Education Center is currently ranked number 5 out of 57 projects in our system.

Legislative Update

In September, I presented at the Marion, Citrus and Levy Legislative Delegation Hearings. I updated the legislative delegation members on the college and system priorities for 2020 session. CF was the host for the Marion County Legislative Delegation Hearing with over 100 attendees held on September 10.

In September, **Jessica Kummerle** and I met with legislators and provided them with CF Advocate Awards for their dedication to the college during 2019 session, including **Senate President Bill Galvano**, **House Appropriations Chairman Travis Cummings**, **Representative Ralph Massullo** and **Representative Clovis Watson**. These members were not able to make the August 13th thank you reception at the Appleton. We also met with the Senate Higher Education Appropriations Chair, **Senator Kelli Stargel**.

Citrus Campus Update. CF will be the venue sponsor for the upcoming Citrus 2030 Vision Check event on Saturday, October 5 from 8:30 a.m. – 4:00 p.m. The event, open to the public, is a follow-up to the Citrus 2020 project originally launched in 1995. The 2030 vision check event will focus on ten separate focus groups, including groups exploring the future direction of education and economic development in the county. There is a \$15 cost to register for the event at www.citrus2030.org. **Marc Shapot**, Maintenance Coordinator, and **Dr. Vernon Lawter**, Vice President of Regional Campuses, serve on the planning committee as the education representatives.

Citrus Campus Update

Jack Wilkinson Levy Campus Update. On September 12, CF sponsored the Nature Coast Business Development Council (NCBDC) annual goal setting workshop. NCBDC is the Levy County economic development organization which meets on alternating months on campus. More than 30 community guests participated in the workshop which featured a presentation by **Jeff Hendry**, Executive Director of the North Florida Economic Development Partnership. **Dr. Vernon Lawter** serves on the NCBDC Board of Directors.

Jack Wilkinson Levy Campus Update

CEP Leadership Ocala/Marion to Visit Ocala Campus. CF will welcome Class XXXIII of Leadership Ocala Marion (LOM) to the Ocala Campus on October 8 during their Education Day. Participants will visit the Health Sciences Simulation Center, learn about CF’s academic programs and more. LOM is a program of the Ocala/Marion County Chamber and Economic Partnership.

CEP Leadership Ocala/Marion to Visit Ocala Campus

Shop Talk Breast Cancer Awareness Luncheon. CF will host the Shop Talk Breast Cancer Awareness program on Wednesday, October 9, at 11:30 a.m. in the Ewers Century Center. The speakers will be **Dr. George Rossidis**, General Surgery and Advanced Laparoscopy with Ocala Health Surgical Group, and **Michelle Sawdon**, RN, a breast cancer nurse navigator with Ocala Health. RSVP at www.CF.edu/ShopTalk. The program is facilitated by CF Marketing and Public Relations in partnership with the Ocala Royal Dames for Cancer Research Inc. and Ocala Health.

Shop Talk Breast Cancer Awareness Luncheon

Friday Talks Business Advancement Series. The Friday Talks Business Advancement Series on September 27 will focus on “Understanding Nonverbal Communication,” with **Dr. Henri Benlolo**, Dean of Student Services. The monthly program is held at the Hampton Center in partnership with the CEP and begins at 8:30 a.m.

Friday Talks Business Advancement Series

Hispanic Heritage Month Celebration. In September, students in the Bachelor of Science in Early Childhood Education program worked with College Park Elementary to provide support and participation to the school’s Hispanic Heritage Month Celebration.

Hispanic Heritage Month Celebration

StartSmart. Guest speaker, **Rachel Richards**, author of *Money Honey*, presented as part of the student speaker series funded through the Title III supplemental grant, as part of the StartSmart initiative. She spoke to a crowd of 90 students, faculty and staff in the Dassance Auditorium on September 12, 2019.

StartSmart

Foundation Update. The 2019 CF Distinguished Service Award will recognize posthumously **Mrs. Mary Brent Kraus** at the December 13, 2019, graduation ceremony. Mrs. Kraus has been a loyal and ardent advocate, volunteer and supporter of the Appleton Museum of Art and the College of Central Florida. She had agreed to accept the honor prior to her unexpected passing. Her support was instrumental in helping create the state-of-the-art Nursing Simulation Center on the Ocala Campus, and the Daniel and Mary Brent Kraus ARTSpace at the Appleton. Nominations for Distinguished Alum are open on the website until October 31.

Foundation Update

Florida Association of Chamber Professionals. Associate Vice President **Dr. Jennifer Fryns** was selected as a member of a panel to present at the Florida Association of Chamber Professionals Annual Conference on September 18, along with **Dean Blinkhorn** of the Chamber and Economic Partnership (CEP), **Mark Vianello** of Marion County Public Schools, and **Cory Weaver** of CareerSource Citrus Levy Marion. The presentation was titled “Talent Development Tips on a Next-To-Nothing Budget (The “3 Es” Approach)” and reinforced the power of partnerships between the presenter’s organizations in producing a strong workforce development eco-system.

Florida Association of Chamber Professionals

2019 Careers and College Expo. The Careers and College Expos were recently held at the CF Ocala (Aug. 28) and Citrus (Sep. 9) campuses. The annual expo events are co-sponsored with our local school districts. More than 20 colleges and businesses were represented and 240 guests attended the Citrus event and over 1,300 students and parents attended the event at Ocala Campus.

2019 Careers and College Expo

Student Life and Student Activity Board. The CF’s Veterans Association was proud to announce a very successful 911 Remembrance event on September 11. There was a video playing, and flags and signs were placed that showed a timeline of events of that morning. In addition, they prepared a banner. **Betty Townsel**, Secretary of the association, estimated approximately 500 signatures on the banner including students and staff of CF, students and staff of the University of Florida, first responders, military personnel and the general public. This was a Veterans Association collaboration.

Student Life and Student Activity Board

Student Life. The Ocala SAB hosted the Welcome Back and Club Rush Event on August 28, with 510 student participants. (Last fall, 374 checked-in.) Thirty-nine clubs participated along with 5 employers, a local Kiwanis Club, the Marion County Supervisor of Elections (5 new voter applications and 9 election worker applications were submitted), and Campus USA.

Student Life

Athletics.

Athletics

Volleyball. Volleyball with a 12-3 record is currently ranked # 3 in the State and # 8 nationally and started conference play last night at Daytona State College.

Men’s and Women’s Basketball. Begin practicing on Tuesday, October 1 with the season opening on November 1st with men at St. Petersburg College and women at Florida Southwestern State College.

Baseball and Softball. Fall scrimmages have begun. Baseball has 40 participants trying-out for 26 spots on the roster and softball has a completed roster with 24 players.

Other. The 2018-2019 final athletic academic report has been filed with the FCSAA:
Cumulative Success Rate (total number of 1st and 2nd year participants who successfully transferred and/or graduated divided by the total number or 1st year transfers and 2nd year participants) was 97%. The state average was 86.9%.
Graduation Rate (total number of 2nd year participants who graduated) was 97% and the state average was 82.5%.

Total number of participants= 95

Total number of Academic All-Conference (3.00 GPA or higher)= 44

Total number of Academic All-State=31(3.30 GPA or higher)= 31

Total number of NJCAA All-Academic 1st Team (4.00 GPA)= 6

Total number of NJCAA All-Academic 2nd Team (3.80+ GPA)= 4

Total number of NJCAA All-Academic 3rd Team (3.60+ GPA)= 6

Total number of community service projects= 25

Appleton.

Appleton

Exhibits, Education and Events Update

➤ Exhibits

- Through September 29

Mobile Photography Exhibition

An exhibition of approximately 450 photos collected during the 2019 “Mobile Photography Contest,” covering three categories: Landscapes, In the Museum, and My Kid Took That, with a special display for the top photo in each category.

- Through October 20

Urban Chatter: Sharon Kerry-Harlan

Using thread and sun-baked cloth, “the density of contemporary city living,” provides the inspiration for Kerry-Harlan’s “Urban Chatter” series. The figures and faces seem to meld abstraction, African sculptures and ritual masks among mid-century urban music references from the Harlem jazz scene.

- *Do Not Bleach: Stephanie Brown*

Through a series of mixed media installations, “Do Not Bleach” expresses and encourages melanin positivity, whether one is dark-skinned, light-skinned, or somewhere in between. The show also features a selfie interactive where visitors are encouraged to try on one of her signature “Do Not Bleach” T-shirts and take a photo.

- Through January 12

Florida Impressions: Relief Prints by Leslie Peebles

Leslie Peebles is an ardent environmentalist and naturalist who connects her audience to the flora and fauna of Florida. Our state’s vanishing wilderness, from the Everglades to Okefenokee Swamp, has become a big source of inspiration for Leslie’s work. Her primary medium is printmaking; woodcut and linocut relief print, letterpress and collagraph.

➤ Education

- PACE Center for Girls visited on August 16 for a special workshop with artist Stephanie Brown, whose work is on view in “Do Not Bleach.” Two girls from PACE attended, along with two PACE staff members.
- 950 children and adults came through the Artspace in the month of July for art activities.

➤ Events

- August 13 – Legislative Thank You Event
Dr. Henningsen hosted a thank you reception at the Appleton Museum of Art. The Marion County legislative delegation members were presented with individual Appleton Advocate Awards, and a commemorative plaque honoring their support for restoring funding to the museum has been installed in the museum courtyard.
- August 24 – “Lost Springs” Film Showing
Nearly 300 people attended this film showing, where artist Margaret Tolbert gave brief remarks before the film.

The next meeting will be held *Wednesday, October 30, 2019*, at 3 p.m. at the Ocala Campus.

There being no further business to come before the Board, a motion was made by Rusty Branson, seconded by Bobby Durrance to adjourn the meeting at 4:24 p.m.

Joyce Brancato, Chair

James D. Henningsen, Secretary

Next Board Meeting

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
 Director – Human Resources

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

DATE: October 23, 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 OCTOBER 30, 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:

Gordon, Phyllis – Staff Assistant IV – Liberal Arts & Sciences – October 1, 2019
Whitehead, Sherie N. – Accountant I – Financial Operations – September 16, 2019

Grants and Contracts – Fund 2:

Scott, Vanessa – Museum Specialist – Appleton Museum of Art – September 16, 2019

Auxiliaries – Fund 3:

Robinson, Kimberly L. – Coordinator Food Services – Conference Services – September 16, 2019

Reorganizations:

Information Technology Effective November 1, 2019

McClain, Darin – Changed from Network Server Support Specialist – Information Technology to Manager – Desktop Support – Information Technology

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

Akojie(Laroche), Imhabibi
Butscher, Stephenie M.
Chin, Calvin A.

Harris, Jonathan G.
Koenig, Albert A.
Kummerle, Jessica E.

Luzynski, Paul A.
Ullman, Caroline D.

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:

Bienko, John H.
Chancey, Samantha J.
Foran, Elysia M.

Hazel, Phillip W.
Lewis, Michael E.
Manske, Colby M.

O’Meally, Phillip MA
Perry, Jonathan E.
Wisner, William A.

Temporary Part -Time Career Service: OPS

Bush, Gary M.

Cardona, Rafael A.

Cross, Summer A.

Hutchinson, Natasha L.

Jackson, Jason L.

Kile, Stacey C.

Koons, Bonnie J.

Marino, Melissa S.

Mauer, Jacob A.

Orozco, Judith L.

Ramaley, Kevin M.

Standley, Philip J.

Williams, Deborah D.

York-Alcorn, Rebecca

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:

Aguayo, Joanne B.

Alagba, Racheal A.

Bedford, Tequila R.

Brown, Arianna LF

Cady, Trenton N.

Cannon, Kaylynne M.

Cook, Tanisha D.

Decossard, Taisha JA

Hernandez, Andrea

Kanovsky, Marie C.

Kiriouchina, Svetlana

Milton, Adrion L.

Murkerson, Anna M.

Scotland, Kervin D.

Vellon, Endhir E.

Notification of engagement in outside employment or extra college activities:

Becker, Deborah L.

Colleli, Victoria A.

Hart, Chenita S.

Toro-Clarke, Jose A.

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

Eidukot, Patricia A. – Student Services Specialist – Enrollment Services – Citrus – December 31, 2019

Resignations:

Adams, Priscilla – Disability Services Assessment and Accommodation Specialist – Disability Services – September 27, 2019

Bove, Kristina M. – Coordinator Athletics & Wellness – Athletics – October 15, 2019

Khan, Anwar – Staff Assist III – Communication – October 8, 2019

Lowrey, Andrew J. – Manager – CF Printing & Postal Services – December 6, 2019

Siver, Chelsea E. – Staff Assistant III – Health Sciences – October 4, 2019

York-Alcorn, Rebecca – Coordinator – Educational Opportunity Center – Citrus Campus – October 15, 2019

Terminations:

Hill, Steve H. – Technical Learning Support Specialist – Office of Professional Development – September 27, 2019

Klepfer, Joshua R. – Trades Specialist – Painter – Facilities – October 11, 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:

Walsh, Thomas M. – Project Director – Campus Suicide Prevention Project – Suicide Prevention – September 27, 2019

Separation from the College due to Leave of Absence:

None this reporting period.

Separation from the College due to Elimination of Position:

None this reporting period.

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

Applewhite, Novella V. – First Year Success Specialist – Title III – Student Affairs
Cardona, Maribel – Graphic Design & Website Coordinator – Appleton Museum of Art
Coffey, LoryAnn P. – Assistant Director – Admissions & International Students – Enrollment Management
Cooper, Kimberly A. – Transition Specialist/Instructor – Levy Campus
Davis, Tania A. – Programmer/Analyst III – Information Technology
Diaz, Joanne N. – Instructional Designer – E-Learning
Keefer, Nancy N. – Instructional Designer – Compliance Specialist – E-Learning
Keene, III, Robert M. – Coordinator – Academic Support – Learning Support Center
Kirby, Kaitlin R. – Student Activities & Outreach Coordinator – Student Affairs – Citrus
Martinez, Erika M. – Dual Enrollment Coordinator – Enrollment Management
Montalvo, Emmanuel – Facilities Worker – Facilities
Paugh, Joshua J. – Educational Advisor – Student Success

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Property Donations/Dispositions

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

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

RECOMMENDATION/ACTION REQUESTED:

DISPOSITIONS

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

SEE ATTACHED LISTING: 14

Total

\$41,411.49

School Tag #	Description	Dept. Respon.	Acquired Date	Disposal Code	Disposal Date	Acquired Price
0000002135	TABLE, DRAFTING W/TRAC MACHINE AND LIGHT	XCES	12/14/1990	PBA		1,014.21
0000002139	TABLE, DRAFTING W/TRAC MACHINE AND LIGHT	XCES	12/14/1990	PBA		1,014.21
0000004791	CAMERA TEACHING, FLEXCAM	BT	05/21/1998	PBA		1,027.60
0000005792	DIGITAL STEREOMICROSCOPE, WOLFE	BT	01/22/2001	PBA		1,352.80
0000006994	COMPUTER RACKMOUNT, X SERIES 300	CS	08/20/2002	PBA		1,979.00
0000008285	HUTCH W/GLASS DOORS	XCES	12/15/2004	PBA		1,233.20
0000008407	PROJECTOR, INFOCUS LP640	CS	03/23/2005	PBA		2,194.50
0000009071	MOWER, DIXIE CHOPPER, 72" DIESEL #47	GROU	04/18/2007	PBA		11,499.99
0000009466	REFRIGERATOR, STAINLESS STEEL	PSTF	10/02/2007	PBA		2,124.00
0000009496	PROJECTOR, HITACHI X260	CS	02/14/2007	PBA		909.00
0000010694	RAID MACHINE, SAN	CS	12/19/2011	PBA		6,061.00
0000011025	PORT-A-COOL FAN	WELD	09/24/2013	PBA		999.99
0000011107	MOWER, HUSTLER SUPER Z 72"	CITR	06/30/2014	PBA		9,685.00
0000055067	COMPUTER, THINKPAD X131E	CS	02/25/2013	PBA		316.99

14 Records for a Total

41,411.49

COLLEGE OF CENTRAL FLORIDA

4

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Health Care Affiliation & Internship Agreements

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

DATE: October 23, 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
Central Florida Health, Inc.	08/23/19
HCR Healthcare, LLC	09/18/19
Tri-County Nursing Home	10/11/19

RECOMMENDATION/ACTION REQUESTED:

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

**SECOND AMENDMENT
TO
CLINICAL STUDENT AGREEMENT**

THIS SECOND AMENDMENT is entered into the 23rd day of August, 2019 by and between **Central Florida Health, Inc., which includes Leesburg Regional Medical Center and The Villages® Regional Hospital**, both Florida not-for-profit corporations ("CFH") and **The District Board of Trustees of the College of Central Florida, ("INSTITUTE")**.

WHEREAS, the parties have previously entered into a Clinical Student Agreement dated October 1, 2017.

WHEREAS, the Agreement was amended on September 14, 2018.

WHEREAS, the parties agree to further amend the above-mentioned Agreement.

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, and agreements herein contained, the parties hereby agree as follows:


TERM

The term of the Agreement is hereby extended from October 1, 2019 to September 30, 2020.

The provisions of the Agreement that are not expressly modified by this Second Amendment shall remain in effect pursuant to their terms.

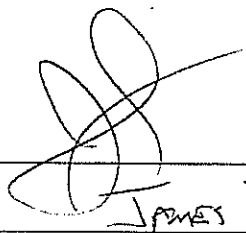
IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the date first written above.

**CENTRAL FLORIDA HEALTH, INC.
Leesburg Regional Medical Center
The Villages® Regional Hospital
Florida not-for-profit corporations**

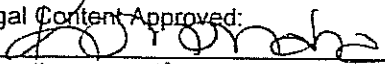


Donald G. Henderson
President and CEO

COLLEGE OF CENTRAL FLORIDA

By: 

James P. Henningsen
Print Name
Title: PRESIDENT

Legal Content Approved: 

Compliance and Legal Department
Date: 11/20/19

STUDENT CLINICAL EXPERIENCE AFFILIATION AGREEMENT

This Student Clinical Experience Affiliation Agreement ("Agreement") is dated August 1, 2019 ("Effective Date"), and is between HCR Healthcare, LLC on its own behalf and that of the nursing homes and outpatient rehabilitation clinics listed on the attached Schedule A and incorporated into this Agreement by reference ("Center") and The District Board of Trustee of College of Central Florida ("School"). The parties may be referred to collectively as "the parties" and singularly as a "party."

BACKGROUND

Center is engaged in the business of furnishing sub-acute and long-term care services. School is a provider of education and requires its students to have experience under supervision of health care providers in actual clinical conditions. Center is willing to provide the School's students with an unpaid clinical educational experience in accordance with the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. **SCHOOL OBLIGATIONS** The School will:
 - 1.1 Assume responsibility for continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.
 - 1.2 Designate a member of the faculty who will serve as a liaison with Center on all aspects of the clinical experience program.
 - 1.3 Notify Center about the planned schedule of student assignments, level of academic preparation, and length and dates of internship assignments.
 - 1.4 Refer to Center only those students who have completed the prerequisite portion of the curriculum applicable to Center.
 - 1.5 Inform the student of any special requirements of Center, including uniform requirements if applicable, and the necessity to conform to the standards and practices of the Center.
 - 1.6 Maintain patient confidentiality as required by all federal, state and other applicable laws and regulations.
 - 1.7 Maintain liability insurance that covers its acts and omissions under this Agreement and insures the students against any claims for personal injury or death and property damage resulting from performance of services by the students participating in the clinical training program on the Center's premises. School's liability insurance coverage must have limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate throughout the term of this

Agreement. Upon request, School will provide Center with proof that the insurance coverage required by this Agreement is in place. School will notify Center if there is any change or termination of coverage 30 days prior to the date of such occurrence.

1.8 Indemnify, defend, and hold harmless Center and its officers, directors, employees, agents or volunteers from any loss arising from the acts or omissions of School or any of its employees, faculty, agents or students under this Agreement to the extent allowed by Florida Statute 768.28 (2018) and at the limitations of \$100,000 for single claim and \$300,000 in the aggregate as stated therein. Nothing in this agreement is to be construed as a waiver of any defense or protection under sovereign immunity. School will not be liable for the settlement of any claim affected without its prior consent.

1.9 Recommend each student carry a current health care insurance policy.

1.10 Ensure that each student, prior to beginning their clinical experience at Center, complete all criminal background checks and health screenings required by Center.

2. **CENTER OBLIGATIONS** The Center will:

2.1 Maintain standards for appropriate health care services that are conducive to educational experiences for students participating in the affiliation.

2.2 Designate an individual who will be responsible for coordinating the clinical experience with the School.

2.3 Advise the students of its rules, policies and procedures and provide a general orientation to Center.

2.4 Reserve the right to terminate students from the affiliation who do not comply with Center rules and regulations, policies, and procedures, or who endanger patient health, welfare and safety.

2.5 Maintain liability insurance that covers its acts and omissions under this Agreement. Center's liability insurance coverage must have limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate throughout the term of this Agreement, and Center may satisfy these insurance requirements through commercial insurance, self-insurance or a combination of both. Upon request, Center will provide School with proof that the insurance coverage required by this Agreement is in place. Center will notify School if there is any change or termination of coverage 30 days prior to the date of such occurrence.

2.6 Indemnify, defend, and hold harmless School and its officers, directors, employees, agents or volunteers from any loss arising from the acts or omissions of Center or any of its employees or agents under this Agreement. Center will not be liable for the settlement of any claim affected without its prior consent.

2.7 Retain administrative responsibility for ensuring that Services are delivered in a timely fashion and meet professional standards and principles.

2.8 Maintain the confidentiality of any educational records shared with it by School.

3. **JOINT RESPONSIBILITIES** The School and Center will:

3.1 Establish the number of students who will have a clinical experience at the Center at any one time and any additional requirements for students participating in the clinical educational experience.

3.2 Notify the other party, as soon as possible, in writing if one party becomes aware of a claim, served by any person, that arises out of this Agreement or any activity carried out under this agreement.

4. **TERM AND TERMINATION**

4.1 The initial term of this Agreement is 1 year from the Effective Date of this Agreement.

4.2 Either party (including any Facility named on Exhibit A) may terminate this Agreement at any time without cause upon 60 days prior written notice.

4.3 This agreement may be terminated by any Facility with 30 days to correct dispute upon Facility's failure to comply with any material obligation under this Agreement. If the dispute is resolved after 30 days to both parties satisfaction, the original 30-day Notice is rescinded. If not resolved, a 30-day notice of cancellation will be issued. In the event of such a termination, those students already participating in their clinical experience program at the Center pursuant to this Agreement may complete their rotation at the Center.

5. **MISCELLANEOUS**

5.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings. The Agreement may be modified or amended only in a writing signed by the parties.

5.2 This Agreement and any claims or disputes relating to it will be governed by the laws of the State in which Center is located.

5.3 Each provision of this Agreement will be deemed independent and terminable. The exclusion of any provision of this Agreement found to be invalid or illegal will not effect enforcement of the remaining provisions of the Agreement.

5.4 Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party, except that Center may assign its rights and obligations under this Agreement without consent of the School to any: (i) affiliate; or (ii) successor in title to substantially all of its business or assets.

5.5 School is not a partner or an employee of Center, and this Agreement does not create or evidence a joint venture, partnership or other joint business relationship. Students placed at Center by School pursuant to this Agreement are not employees of Center, and Students will not displace any employee of Center. The Center will not compensate the School or any Student for any portion of the clinical educational experience.

5.6 The parties agree to comply with applicable Federal civil rights laws and will not discriminate based upon race, color, ancestry, national origin, religion, sex, age, disability, or protected veteran status.

5.7 The parties agree that the provisions of sections 1.7, 1.8, 2.5, and 2.6 survive termination of this Agreement.

5.8 Any notices required by this Agreement must be mailed to the parties at the following addresses:

If to School:

School Name: College of Central Florida
Address: 3001 SW College Road

Ocala, FL 34474

Attn: Health Sciences, Dean
Fax: (352) 873-5880

If to Center:

Center Name: To Center address listed on Schedule A
Attn: Director of Rehabilitation
Marina McCormick, Contract Coordinator
Fax: (419) 254-7611

5.9 This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

By signing below, the parties agree to the terms of this Agreement:

Center:

By: DeLaine Rice-White

Name: DeLaine Rice-White

Title: Vice President, Rehabilitation Service

SCHEDULE A

School: ON BEHALF OF THE DISTRICT BOARD OF TRUSTEES

By: Francis J. Mazur III for JDH

Name: FRANCIS J. MAZUR III for JDH

Title: VICE PRESIDENT OF ADMIN. & FINANCE

List of Participating Facilities

<u>CALIFORNIA</u>					
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ManorCare Health Services (Citrus Heights) [BU 378]	Manor Care of Citrus Heights CA, LLC	7807 Upland Way	Citrus Heights	CA	95610-7500
ManorCare Health Services (Fountain Valley) [BU 387]	Manor Care of Fountain Valley CA, LLC	11680 Warner Avenue	Fountain Valley	CA	92708-2513
ManorCare Health Services (Hemet) [BU 478]	Manor Care of Hemet CA, LLC	1717 West Stetson Avenue	Hemet	CA	92545-6882
ManorCare Health Services (Palm Desert) [BU 489]	Manor Care of Palm Desert CA, LLC	74-350 Country Club Drive	Palm Desert	CA	92260-1608
ManorCare Health Services (Sunnyvale) [BU 471]	Manor Care of Sunnyvale CA, LLC	1150 Tilton Drive	Sunnyvale	CA	94087-2440
ManorCare Health Services (Walnut Creek) [BU 479]	Manor Care of Walnut Creek CA, LLC	1226 Rossmoor Parkway	Walnut Creek	CA	94595-2538
ManorCare Health Services-Tice Valley [BU 381]	Manor Care-Tice Valley CA, LLC	1975 Tice Valley Boulevard	Walnut Creek	CA	94595-2201
COLORADO					
ManorCare Health Services-Boulder [BU 398]	Manor Care of Boulder CO, LLC	2800 Palo Parkway	Boulder	CO	80301-1540
ManorCare Health Services-Denver [BU 374]	Manor Care of Denver CO, LLC	290 South Monaco Parkway	Denver	CO	80224-1105
DELAWARE					
ManorCare Health Services-Pike Creek [BU 488]	Manor Care-Pike Creek of Wilmington DE, LLC	5651 Limestone Road	Wilmington	DE	19808-1217
ManorCare Health Services-Wilmington [BU 532]	Manor Care of Wilmington DE, LLC	700 Foulk Road	Wilmington	DE	19803-3708
FLORIDA					
Heartland Health Care & Rehabilitation Center (Sarasota) [BU 4268]	Heartland of Sarasota FL, LLC	5401 Sawyer Road	Sarasota	FL	34233-2444
Heartland Health Care and Rehabilitation Center of Boca Raton [BU 4266]	Heartland of Boca Raton FL, LLC	7225 Boca del Mar Drive	Boca Raton	FL	33433-5517
Heartland Health Care Center of South Jacksonville [BU 454]	Heartland-South Jacksonville of Jacksonville FL, LLC	3648 University Blvd. South	Jacksonville	FL	32216-4208
Heartland Health Care Center-Boynton Beach [BU 4092]	Heartland of Boynton Beach FL, LLC	3600 Old Boynton Road	Boynton Beach	FL	33436-3912
Heartland Health Care Center-Ft. Myers [BU 4098]	Heartland of Fort Myers FL, LLC	1600 Matthew Drive	Ft. Myers	FL	33907-1700
Heartland Health Care Center-Jacksonville [BU 4095]	Heartland of Jacksonville FL, LLC	8495 Normandy Blvd.	Jacksonville	FL	32221-6701
Heartland Health Care Center-North Sarasota [BU 4227]	Kensington Manor-Sarasota FL, LLC	3250 12th Street	Sarasota	FL	34237-3204
Heartland Health Care Center-Orange Park [BU 4096]	Heartland of Orange Park FL, LLC	570 Wells Road	Orange Park	FL	32073-2999
Heartland Health Care Center-Prosperity Oaks [BU 4206]	Heartland-Prosperity Oaks of Palm Beach Gardens FL, LLC	11375 Prosperity Farms Road	Palm Beach Gardens	FL	33410-3442
Heartland of Zephyrhills [BU 3181]	Heartland of Zephyrhills FL, LLC	38220 Henry Drive	Zephyrhills	FL	33542-7535
ManorCare at Lely Palms (SNF) [BU 546] LEASED	ManorCare Health Services, LLC	6135 Rattlesnake Hammock Rd.	Naples	FL	34113-2912
ManorCare Health Services (Boca Raton) [BU 535]	Manor Care of Boca Raton FL, LLC	375 Northwest 51st Street	Boca Raton	FL	33431-4773
ManorCare Health Services (Delray Beach) [BU 438]	Manor Care of Delray Beach FL, LLC	16200 Jog Road	Delray Beach	FL	33446-2321
ManorCare Health Services (Ft. Myers) [BU 5467]	Manor Care of Ft. Myers FL, LLC	13881 Eagle Ridge Drive	Ft. Myers	FL	33912-1866

ManorCare Health Services (Venice) [BU 442]	Manor Care of Venice FL, LLC	1450 East Venice Avenue	Venice	FL	34292-3063
ManorCare Health Services-Boynton Beach [BU 536]	Manor Care of Boynton Beach FL, LLC	3001 S. Congress Avenue	Boynton Beach	FL	33426-9012
ManorCare Health Services-Dunedin [BU 533]	Manor Care of Dunedin FL, LLC	870 Patricia Avenue	Dunedin	FL	34698-6022
ManorCare Health Services-Palm Harbor [BU 386]	Manor Care of Palm Harbor FL, LLC	2851 Tampa Road	Palm Harbor	FL	34684-3314
ManorCare Health Services-Sarasota [BU 534] (GROUND LEASE)	Manor Care Nursing Center of Sarasota FL, LLC	5511 Swift Road	Sarasota	FL	34231-6209
ManorCare Health Services-West Palm Beach [BU 493]	Manor Care of W. Palm Beach FL, LLC	2300 Village Blvd.	West Palm Beach	FL	33409-7390
ManorCare Nursing and Rehabilitation Center (Naples) [BU 420]	Manor Care of Naples FL, LLC	3601 Lakewood Blvd.	Naples	FL	34112-6145
GEORGIA					
ManorCare Rehabilitation Center-Decatur [BU 614]	Manor Care Rehabilitation Center of Decatur GA, LLC	2722 North Decatur Road	Decatur	GA	30033-5910
ManorCare Rehabilitation Center-Marietta [BU 429]	Manor Care of Marietta GA, LLC	4360 Johnson Ferry Place	Marietta	GA	30068-2016
ILLINOIS					
Heartland Health Care Center-Galesburg [BU 3061]	Heartland of Galesburg IL, LLC	280 E. Losey Street	Galesburg	IL	61401-2819
Heartland Health Care Center-Henry [BU 3211]	Heartland of Henry IL, LLC	1650 Indian Town Rd.	Henry	IL	61537-9227
Heartland Health Care Center-Macomb [BU 3071]	Heartland of Macomb IL, LLC	8 Doctors Lane	Macomb	IL	61455-3310
Heartland Health Care Center-Moline [BU 3081]	Heartland of Moline IL, LLC	833 Sixteenth Ave.	Moline	IL	61265-3808
ManorCare at Arlington Heights [BU 431] LEASED	ManorCare Health Services, LLC	715 West Central Road	Arlington Heights	IL	60005-2348
ManorCare Health Services-Elk Grove Village [BU 473]	Manor Care of Elk Grove Village IL, LLC	1920 Nerge Road	Elk Grove Village	IL	60007-2972
ManorCare Health Services-Hinsdale [BU 468]	Manor Care of Hinsdale IL, LLC	600 West Ogden Avenue	Hinsdale	IL	60521-3158
ManorCare Health Services-Homewood [BU 4094]	Manor Care of Homewood IL, LLC	940 Maple Avenue	Homewood	IL	60430-2061
ManorCare Health Services-Libertyville [BU 440]	Manor Care of Libertyville IL, LLC	1500 South Milwaukee Avenue	Libertyville	IL	60048-3723
ManorCare Health Services-Oak Lawn East [BU 458]	Manor Care of Oak Lawn (East) IL, LLC	9401 South Kostner Avenue	Oak Lawn	IL	60453-2697
ManorCare Health Services-Oak Lawn West [BU 469]	Manor Care of Oak Lawn (West) IL, LLC	6300 West 95th Street	Oak Lawn	IL	60453-2256
ManorCare Health Services-Palos Heights East [BU 441]	Manor Care of Palos Heights IL, LLC	7850 West College Dr.	Palos Heights	IL	60463-1010
ManorCare Health Services-Palos Heights West [BU 483]	Manor Care of Palos Heights (West) IL, LLC	11860 Southwest Highway	Palos Heights	IL	60463-1036
INDIANA					
ManorCare Health Services (Indy South) [BU 470]	Manor Care of Indy (South) IN, LLC	8549 South Madison Avenue	Indianapolis	IN	46227-6153
ManorCare Health Services-Summer Trace [BU 541]	Manor Care-Summer Trace of Carmel IN, LLC	12999 North Pennsylvania St.	Carmel	IN	46032-5477
IOWA					
ManorCare Health Services (Cedar Rapids) [BU 418]	Manor Care of Cedar Rapids IA, LLC	1940 First Avenue Northeast	Cedar Rapids	IA	52402-5321

ManorCare Health Services (Davenport) [BU 423]	Manor Care of Davenport IA, LLC	815 East Locust Street	Davenport	IA	52803-4345
ManorCare Health Services (Dubuque) [BU 455]	Manor Care of Dubuque IA, LLC	901 West 3rd Street	Dubuque	IA	52001-6608
ManorCare Health Services (Waterloo) [BU 415]	Manor Care of Waterloo IA, LLC	201 West Ridgeway Avenue	Waterloo	IA	50701-4235
ManorCare Health Services-Utica Ridge [BU 617]	ManorCare Health Services, LLC	3800 Commerce Blvd.	Davenport	IA	52807-3495
ManorCare Health Services-West Des Moines [BU 624]	Manor Care of West Des Moines IA, LLC	5010 Grand Ridge Drive	West Des Moines	IA	50265-5754
MARYLAND					
ManorCare Health Services-Adelphi [BU 4079]	Heartland of Adelphi MD, LLC	1801 Metzertott Road	Adelphi	MD	20783
ManorCare Health Services-Chevy Chase [BU 524]	Manor Care of Chevy Chase MD, LLC	8700 Jones Mill Road	Chevy Chase	MD	20815-4729
ManorCare Health Services-Hyattsville [BU 4066]	Heartland of Hyattsville MD, LLC	6500 Riggs Road	Hyattsville	MD	20783-3056
ManorCare Health Services-Largo [BU 529]	Manor Care-Largo MD, LLC	600 Largo Road	Largo	MD	20774-2122
ManorCare Health Services-Potomac [BU 538]	Manor Care of Potomac MD, LLC	10714 Potomac Tennis Lane	Potomac	MD	20854-4418
ManorCare Health Services-Roland Park [BU 506]	Manor Care-Roland Park MD, LLC	4669 Falls Road	Baltimore	MD	21209-4914
ManorCare Health Services-Rossville [BU 525]	Manor Care-Rossville MD, LLC	6600 Ridge Road	Baltimore	MD	21237-4209
ManorCare Health Services-Ruxton [BU 509]	Manor Care-Ruxton MD, LLC	7001 North Charles Street	Towson	MD	21204-3730
ManorCare Health Services-Towson [BU 505]	Manor Care of Towson, LLC	509 East Joppa Road	Towson	MD	21286-5404
ManorCare Health Services-Wheaton [BU 501]	Manor Care of Wheaton MD, LLC	11901 Georgia Avenue	Wheaton	MD	20902-2001
MICHIGAN					
Heartland Health Care Center - Sterling Heights [BU 630]	ManorCare Health Services, LLC	38200 Schoenherr Rd	Sterling Heights	MI	48312-1700
Heartland Health Care Center-Allen Park [BU 4044]	Heartland of Allen Park MI, LLC	9150 Allen Road	Allen Park	MI	48101-1436
Heartland Health Care Center-Ann Arbor [BU 4262]	Heartland of Ann Arbor MI, LLC	4701 E. Huron River Drive	Ann Arbor	MI	48105-9335
Heartland Health Care Center-Battle Creek [BU 4210]	Heartland of Battle Creek MI, LLC	200 Roosevelt Ave. E	Battle Creek	MI	49037-2829
Heartland Health Care Center-Briarwood [BU 4208]	Heartland-Briarwood MI, LLC	3011 North Center Road	Flint	MI	48506-3149
Heartland Health Care Center-Canton [BU 625]	Heartland of Canton MI, LLC	7025 Lilley North	Canton	MI	48187-3533
Heartland Health Care Center-Dearborn Heights [BU 4043]	Heartland of Dearborn Heights MI, LLC	26001 Ford Road	Dearborn Heights	MI	48127-2920
Heartland Health Care Center-Fostrian [BU 4219]	Heartland-Fostrian of Flushing MI, LLC	540 Sunnyside Drive	Flushing	MI	48433-1474
Heartland Health Care Center-Grosse Pointe Woods [BU 4060]	Heartland-Georgian East of Grosse Pointe MI, LLC	21401 Mack Avenue	Grosse Pointe	MI	48236-1048
Heartland Health Care Center-Hampton [BU 4216]	Heartland-Hampton of Bay City MI, LLC	800 Mulholland Street	Bay City	MI	48708-4209
Heartland Health Care Center-Livonia [BU 4042]	Heartland-University of Livonia MI, LLC	28550 Five Mile Road	Livonia	MI	48154-3866
Heartland Health Care Center-Oakland [BU 621]	Heartland-Oakland MI, LLC	925 West South Blvd.	Troy	MI	48085-1502
Heartland Health Care Center-Three Rivers [BU 4215]	Heartland of Three Rivers MI, LLC	517 Erie Street	Three Rivers	MI	49093-2029

ManorCare Nursing and Rehabilitation Center [BU 437]	Manor Care of Kingsford MI, LLC	1225 Woodward Avenue	Kingsford	MI	49802-4312
Marvin & Betty Danto Family Health Care Center [BU 4260] LEASED	Health Care and Retirement Corporation of America, LLC	6800 West Maple Road	West Bloomfield	MI	48322-3032
NEW JERSEY					
ManorCare Health Services (West Deptford) [BU 545]	Manor Care-West Deptford of Paulsboro NJ, LLC	550 Jessup Road	West Deptford	NJ	08066-1921
ManorCare Health Services-Mountainside [BU 551]	Manor Care of Mountainside NJ, LLC	1180 Route 22 West	Mountainside	NJ	07092-2810
ManorCare Health Services-Voorhees [BU 623]	Manor Care of Voorhees NJ, LLC	1086 Dumont Circle	Voorhees	NJ	08043-3500
ManorCare Health Services-Washington Township [BU 619]	Portfolio One, LLC	378 Fries Mill Road	Sewell	NJ	08080-9203
OHIO					
Heartland of Bucyrus [BU 4103]	Heartland of Bucyrus OH, LLC	1170 W. Mansfield Street	Bucyrus	OH	44820-8509
Heartland of Centerville [BU 5613]	Heartland of Centerville OH, LLC	1001 East Alex-Bell Road	Centerville	OH	45459-2637
Heartland of Chillicothe [BU 4120]	Heartland of Chillicothe OH, LLC	1058 Columbus Street	Chillicothe	OH	45601-2810
Heartland of Dublin	ManorCare Health Services, LLC	4075 W Dublin-Granville Rd	Dublin	OH	43017
Heartland of Hillsboro [BU 4127]	Heartland of Hillsboro OH, LLC	1141 Northview Drive	Hillsboro	OH	45133-8525
Heartland of Kettering [BU 4105]	Heartland of Kettering OH, LLC	3313 Wilmington Pike	Kettering	OH	45429-4023
Heartland of Marietta [BU 4107]	Heartland of Marietta OH, LLC	5001 State Route 60	Marietta	OH	45750-5343
Heartland of Marion [BU 626]	Heartland of Marion OH, LLC	400 Barks Road West	Marion	OH	43302-7306
Heartland of Mentor [BU 4026]	Heartland of Mentor OH, LLC	8200 Mentor Hills Drive	Mentor	OH	44060-7861
Heartland of Miamisburg (SNF) [BU 3151]	Heartland of Miamisburg OH, LLC	450 Oak Ridge Blvd.	Miamisburg	OH	45342-3673
Heartland of Perrysburg [BU 4104]	Heartland of Perrysburg OH, LLC	10540 Fremont Pike	Perrysburg	OH	43551-3356
Heartland at ProMedica Flower Hospital Campus [631]	HCRMC – ProMedica JV, LLC	5360 Harroun Road	Sylvania	OH	43560-2114
Heartland of Riverview [BU 4148]	Heartland-Riverview of South Point OH, LLC	7743 County Road 1	Southpoint	OH	45680-7822
Heartland of Twinsburg [BU 610]	ManorCare Health Services, LLC	8551 Darrow Rd	Twinsburg	OH	44087
Heartland of Westerville [BU 4122]	Heartland Village of Westerville OH (NC), LLC	1060 Eastwind Drive	Westerville	OH	43081-3331
Heartland-Beavercreek [BU 4146]	Heartland-Beavercreek of Dayton OH, LLC	1974 N. Fairfield Road	Dayton	OH	45432-2766
ManorCare Health Services-Barberton [BU 450]	Manor Care of Barberton OH, LLC	85 Third Street Southeast	Barberton	OH	44203-4208
ManorCare Health Services-Parma [BU 622]	Manor Care of Parma OH, LLC	9055 West Sprague Road	Parma	OH	44133-1285
ManorCare Health Services-Willoughby [BU 516]	Manor Care of Willoughby OH, LLC	37603 Euclid Avenue	Willoughby	OH	44094-5923
The Village at Westerville (Retirement Center) [BU 4125]	Heartland Village of Westerville OH (RC), LLC	215 Huber Village Boulevard	Westerville	OH	43081-3339
PENNSYLVANIA					

Donahoe Manor [BU 4207]	Donahoe Manor-Bedford PA, LLC	136 Donahoe Manor Road	Bedford	PA	15522-9728
Hampton House [BU 4063]	Hampton House-Wilkes-Barre PA, LLC	1548 Sans Souci Parkway	Wilkes-Barre	PA	18706-6028
ManorCare Health Services – West Allen [BU 4068] LEASED	Health Care and Retirement Corporation of America, LLC	535 N. 17th Street	Allentown	PA	18104-5016
ManorCare Health Services - Northside [BU 4085]	Sky Vue Terrace-Pittsburgh PA, LLC	2170 Rhine Street	Pittsburgh	PA	15212-3569
ManorCare Health Services-Allentown [BU 481]	Manor Care of Allentown PA, LLC	1265 Cedar Crest Boulevard	Allentown	PA	18103-6216
ManorCare Health Services-Bethel Park [BU 547]	Manor Care of Bethel Park PA, LLC	60 Highland Road	Bethel Park	PA	15102-1806
ManorCare Health Services-Bethlehem (2021) [BU 555]	Manor Care of Bethlehem PA (2021), LLC	2021 Westgate Drive	Bethlehem	PA	18017-7412
ManorCare Health Services-Bethlehem (2029) [BU 573]	Manor Care of Bethlehem PA (2029), LLC	2029 Westgate Drive	Bethlehem	PA	18017-7412
ManorCare Health Services-Camp Hill [BU 583]	Manor Care of Camp Hill PA, LLC	1700 Market Street	Camp Hill	PA	17011-4817
ManorCare Health Services-Carlisle [BU 372]	Manor Care of Carlisle PA, LLC	940 Walnut Bottom Road	Carlisle	PA	17015-6926
ManorCare Health Services-Chambersburg [BU 556]	Manor Care of Chambersburg PA, LLC	1070 Stouffer Avenue	Chambersburg	PA	17201-2938
ManorCare Health Services-Dallastown [BU 554]	Manor Care of Dallastown PA, LLC	100 West Queen Street	Dallastown	PA	17313-2133
ManorCare Health Services-Easton [BU 574]	Manor Care of Easton PA, LLC	2600 Northhampton Street	Easton	PA	18045-2656
ManorCare Health Services-Green Tree [BU 482]	Manor Care-Greentree of Pittsburgh PA, LLC	1848 Greentree Road	Pittsburgh	PA	15220-1851
ManorCare Health Services-Huntingdon Valley [BU 338]	Manor Care of Huntingdon Valley PA, LLC	3430 Huntingdon Pike	Huntingdon Valley	PA	19006-3716
ManorCare Health Services-Jersey Shore [BU 558]	Manor Care of Jersey Shore PA, LLC	1008 Thompson Street	Jersey Shore	PA	17740-1729
ManorCare Health Services-King of Prussia [BU 397]	Manor Care of King of Prussia PA, LLC	600 West Valley Forge Road	King of Prussia	PA	19406-1571
ManorCare Health Services-Kingston [BU 559]	Manor Care of Kingston PA, LLC	200 Second Avenue	Kingston	PA	18704-5722
ManorCare Health Services-Kingston Court [BU 585]	Manor Care-Kingston Court of York PA, LLC	2400 Kingston Court	York	PA	17402-3650
ManorCare Health Services-Lancaster [BU 569]	Manor Care of Lancaster PA, LLC	100 Abbeyville Road	Lancaster	PA	17603-4604
ManorCare Health Services-Lansdale [BU 494]	Manor Care-Lansdale of Montgomeryville PA, LLC	640 Bethlehem Pike	Montgomeryville	PA	18936-9701
ManorCare Health Services-Laureldale [BU 562]	Manor Care of Laureldale PA, LLC	2125 Elizabeth Avenue	Laureldale	PA	19605-2259
ManorCare Health Services-Lebanon [BU 561]	Manor Care of Lebanon PA, LLC	900 Tuck Street	Lebanon	PA	17042-7446
ManorCare Health Services-Monroeville [BU 499]	Manor Care of Monroeville PA, LLC	885 MacBeth Drive	Monroeville	PA	15146-3332
ManorCare Health Services-North Hills [BU 339]	Manor Care-North Hills of Pittsburgh PA, LLC	1105 Perry Highway	Pittsburgh	PA	15237-2114
ManorCare Health Services-Peters Township [BU 492]	Manor Care of McMurray PA, LLC	113 West McMurray Road	McMurray	PA	15317-2427
ManorCare Health Services-Pittsburgh [BU 4073]	Heartland of Pittsburgh PA, LLC	550 South Negley Avenue	Pittsburgh	PA	15232-1658
ManorCare Health Services-Pottstown [BU 565]	Manor Care of Pottstown PA, LLC	724 North Charlotte Street	Pottstown	PA	19464-4607
ManorCare Health Services-Pottsville [BU 566]	Manor Care of Pottsville PA, LLC	420 Pulaski Drive	Pottsville	PA	17901-3634
ManorCare Health Services-Shadyside [BU 4082]	Shadyside Nursing and Rehabilitation Center-	5609 Fifth Avenue	Pittsburgh	PA	15232-2601

	Pittsburgh PA, LLC				
ManorCare Health Services-Sinking Spring [BU 576]	Manor Care of Sinking Spring PA, LLC	3000 Windmill Road	Sinking Spring	PA	19608-1667
ManorCare Health Services-Sunbury [BU 567]	Manor Care of Sunbury PA, LLC	800 Court Street	Sunbury	PA	17801-2818
ManorCare Health Services-West Reading North [BU 568]	Manor Care of West Reading PA, LLC	425 Buttonwood Street	West Reading	PA	19611-1101
ManorCare Health Services-Whitehall Borough [BU 5587]	Whitehall Borough-Pittsburgh PA, LLC	505 Weyman Road	Pittsburgh	PA	15236-1584
ManorCare Health Services-Williamsport North [BU 570]	Manor Care of Williamsport PA (North), LLC	300 Leader Drive	Williamsport	PA	17701-1943
ManorCare Health Services-Williamsport South [BU 571]	Manor Care of Williamsport PA (South), LLC	101 Leader Drive	Williamsport	PA	17701-1942
ManorCare Health Services-Yardley [BU 485]	Manor Care of Yardley PA, LLC	1480 Oxford Valley Road	Yardley	PA	19067-5630
ManorCare Health Services-Yeadon [BU 572]	Manor Care of Yeadon PA, LLC	14 Lincoln Avenue	Yeadon	PA	19050-2822
ManorCare Health Services-York North [BU 580]	Manor Care of York PA (North), LLC	1770 Barley Road	York	PA	17404-2223
ManorCare Health Services-York South [BU 581]	Manor Care of York PA (South), LLC	200 Pauline Drive	York	PA	17402-4625
Old Orchard Health Care Center [BU 575]	Old Orchard Health Care Center-Easton PA, LLC	4100 Freemansburg Avenue	Easton	PA	18045-5540
Wallingford Nursing & Rehabilitation Center [BU 4088]	Wallingford Nursing and Rehabilitation Center-Wallingford PA, LLC	115 South Providence	Wallingford	PA	19086-6333
<u>SOUTH CAROLINA</u>					
Heartland Health Care Center - Greenville East [BU 4032]	Oakmont East-Greenville SC, LLC	601 Sulphur Springs Road	Greenville	SC	29617-1621
Heartland Health Care Center - Greenville West [BU 4033]	Oakmont West-Greenville SC, LLC	600 Sulphur Springs Road	Greenville	SC	29617-1627
Heartland Health Care Center-Charleston [BU 4015]	Heartland-Charleston of Hanahan SC, LLC	1800 Eagle Landing Blvd.	Hanahan	SC	29410-8571
Heartland of Columbia Rehabilitation & Nursing Center [BU 512]	Columbia Rehabilitation and Nursing Center-Columbia SC, LLC	2601 Forest Drive	Columbia	SC	29204-2363
Heartland of West Ashley Rehabilitation & Nursing Center [BU 531]	West Ashley Rehabilitation and Nursing Center-Charleston SC, LLC	1137 Sam Rittenberg Blvd.	Charleston	SC	29407-3360
<u>VIRGINIA</u>					
ManorCare Health Services-Alexandria [BU 4074]	Manor Care of Alexandria VA, LLC	1510 Collingwood Road	Alexandria	VA	22308-1605
ManorCare Health Services-Arlington [BU 527]	Manor Care of Arlington VA, LLC	550 South Carlin Springs Road	Arlington	VA	22204-1022
ManorCare Health Services-Fair Oaks [BU 539]	Manor Care-Fair Oaks of Fairfax VA, LLC	12475 Lee Jackson Memorial Highway	Fairfax	VA	22033-2803
ManorCare Health Services-Imperial [BU 553]	Manor Care-Imperial of Richmond VA, LLC	1719 Bellevue Avenue	Richmond	VA	23227-3901
ManorCare Health Services-Richmond [BU 503]	Manor Care-Stratford Hall of Richmond VA, LLC	2125 Hilliard Road	Richmond	VA	23228-2125
Medical Care Center [BU 4071]	Medical Care Center-Lynchburg VA, LLC	2200 Landover Place	Lynchburg	VA	24501-2116
<u>WASHINGTON</u>					
ManorCare Health Services (Gig Harbor) [BU 552]	Manor Care of Gig Harbor WA, LLC	3309 45th Street Court	Gig Harbor	WA	98335
ManorCare Health Services (Lynnwood) [BU 476]	Manor Care of Lynnwood WA, LLC	3701 188th Street SW	Lynnwood	WA	98037-7626

ManorCare Health Services (Spokane) [BU 544]	Manor Care of Spokane WA, LLC	6025 North Assembly	Spokane	WA	99205-7674
ManorCare Health Services (Tacoma) [BU 548]	Manor Care of Tacoma WA, LLC	5601 South Orchard Street	Tacoma	WA	98409-1371
ManorCare Health Services-Lacey [BU 618]	Manor Care of Lacey WA, LLC	4524 Intelco Loop SE	Lacey	WA	98503
ManorCare Health Services-Salmon Creek [BU 620]	Manor Care of Salmon Creek WA, LLC	2811 N.E. 139th Street	Vancouver	WA	98686-2724

Outpatient Clinics

FLORIDA

Heartland Therapy Provider Network		540 Kingsley Avenue			
Heartland Rehabilitation Services of FL - The Beaches	Heartland Rehabilitation Services	1884 South Third Street	Jacksonville Beach	FL	32250
Heartland Rehabilitation Services of FL - Amelia Island	Heartland Rehabilitation Services	2416 Lynndale Road, Suite 210B	Fernandina Beach	FL	32034
Heartland Rehabilitation Services of FL - North Mandarin	Heartland Rehabilitation Services	9759 San Jose Boulevard, Building 3, Suite 4	Jacksonville	FL	32257
Heartland Rehabilitation Services of FL - Fleming Island	Heartland Rehabilitation Services	4711 Highway 17 South, Suite B3	Orange Park	FL	32003
Heartland Rehabilitation Services of FL- Kennerly	Heartland Rehabilitation Services	6100 Kennerly Road, Suite 201	Jacksonville	FL	32216
Heartland Rehabilitation Services of FL - Riverside	Heartland Rehabilitation Services	1045 Riverside Avenue, Suite 190	Jacksonville	FL	32204
Heartland Rehabilitation Services of FL- Southside	Heartland Rehabilitation Services	3837 Southside Boulevard, Suite 6	Jacksonville	FL	32216
Heartland Rehabilitation Services of FL- Middleburg	Heartland Rehabilitation Services	2620 Blanding Boulevard, # 28	Middleburg	FL	32068
Heartland Rehabilitation Services of FL- Orange Park	Heartland Rehabilitation Services	554 Kingsley Avenue	Orange Park	FL	32073
Heartland Rehabilitation Services of FL- Westside	Heartland Rehabilitation Services	8087 Normandy Boulevard	Jacksonville	FL	32221
Heartland Rehabilitation Services of FL - Ortega	Heartland Rehabilitation Services	4495 Roosevelt Boulevard, Suite 317	Jacksonville	FL	32210
Heartland Rehabilitation Services of FL- Gainesville	Heartland Rehabilitation Services	3760 NW 83rd Street, Suite 3	Gainesville	FL	32606
Heartland Rehabilitation Services of FL- Chiefland	Heartland Rehabilitation Services	2014 NW 11th Drive	Chiefland	FL	32626
Heartland Rehabilitation Services of FL- Live Oak	Heartland Rehabilitation Services	405 11th Street, Suite 103	Live Oak	FL	32064
Heartland Rehabilitation Services of FL - Lake City	Heartland Rehabilitation Services	1852 SW Barnett Way, Suite 101	Lake City	FL	32025
Heartland Rehabilitation Services of FL- Northside	Heartland Rehabilitation Services	1215 Dunn Avenue, Suite 6	Jacksonville	FL	32218
Heartland Rehabilitation Services of FL - Arlington	Heartland Rehabilitation Services	6500 Fort Caroline Road	Jacksonville	FL	32277
Heartland Rehabilitation Services of FL- Palatka	Heartland Rehabilitation Services	6500 Crill Avenue, Suite 3	Palatka	FL	32177
Heartland Rehabilitation Services of FL- Varsity	Heartland Rehabilitation Services	140 Wallace Road	New Smyrna Beach	FL	32168
Heartland Rehabilitation Services of FL - St. John's	Heartland Rehabilitation Services	308 Kingsley Lake Drive, Suite 801	St. Augustine	FL	32092
Heartland Rehabilitation Services of FL - Avenues	Heartland Rehabilitation Services	9446 Philips Highway, Suite 1	Jacksonville	FL	32256

KENTUCKY					
Heartland Rehabilitation Services of KY - Miller	Heartland Rehabilitation Services	1410 N. Race St.	Glasgow	KY	42141
Heartland Rehabilitation Services of KY - Hart County/Horse Cave	Heartland Rehabilitation Services	1485 S. Dixie St.	Horse Cave	KY	42749
Heartland Rehabilitation Services of KY - London	Heartland Rehabilitation Services	202 W 7th St.	London	KY	40744
Commonwealth Rehabilitation and Sports Medicine - Berea	CRSM - Berea	193 Glades Road	Berea	KY	40403
Heartland Rehabilitation Services of KY – Nicholasville	Heartland Rehabilitation Services	976 N. Main Street	Nicholasville	KY	40356
Heartland Rehabilitation Services of KY - Paducah	Heartland Rehabilitation Services	4813 Alben Barkley Dr.	Paducah	KY	42001
Heartland Rehabilitation Services of KY - Murray	Heartland Rehabilitation Services	208 South 6th St.	Murray	KY	42071
Heartland Rehabilitation Services of KY - Alexandria	Heartland Rehabilitation Services	8109-4 Alexandria Pk.	Alexandria	KY	41001
Heartland Rehabilitation Services of KY - Richmond	Heartland Rehabilitation Services	467 Eastern By-Pass	Richmond	KY	40475
Commonwealth Rehabilitation and Sports Medicine - Edmonton	CRSM- Edmonton	1704 West Stockton Street, Suite D	Edmonton	KY	42129
Heartland Rehabilitation Services of KY - Graves Gilbert Clinic	Heartland Rehabilitation Services	201 Park Street	Bowling Green	KY	42101
MICHIGAN					
Heartland Rehabilitation Services of MI - Bedford	Heartland Rehabilitation Services	7581 Secor Road, Unit 1	Lambertville	MI	48144
Heartland Rehabilitation Services of MI - Diversified Contracts	Heartland Rehabilitation Services	6016 West Maple Road, Suite 705	West Bloomfield	MI	48322
Heartland Rehabilitation Services of MI - West Bloomfield	Heartland Rehabilitation Services	6016 West Maple Road, Suite 705	West Bloomfield	MI	48322
Heartland Rehabilitation Services of MI - Livonia	Heartland Rehabilitation Services	33887 Five Mile Road	Livonia	MI	48154
NEW JERSEY					
Heartland Rehabilitation Services of NJ- Lanoka Harbor	Heartland Rehabilitation Services	411 U.S. Highway 9, Suite 5	Lanoka Harbor	NJ	08734
Heartland Rehabilitation Services of NJ - Tom's River	Heartland Rehabilitation Services	222 Oak Avenue, Suite 5	Toms River	NJ	08755
Heartland Rehabilitation Services of NJ - Pennsville	Heartland Rehabilitation Services	390 N Broadway, Suite 400	Pennsville	NJ	08070
Heartland Rehabilitation Services of NJ - Vineland	Heartland Rehabilitation Services	2630 E Chestnut Ave., Suite C5	Vineland	NJ	08361
Heartland Rehabilitation Services of NJ - Medford	Heartland Rehabilitation Services	560 Stokes Rd., Unit 35	Medford	NJ	08055
Heartland Rehabilitation Services of NJ - Pitman	Heartland Rehabilitation Services	8 N. Broadway, Suite 1	Pitman	NJ	08071
Heartland Rehabilitation Services of NJ- Mays Landing	Heartland Rehabilitation Services	3960 Black Horse Pike	Mays Landing	NJ	08330
Heartland Rehabilitation Services of NJ - Cherry Hill	Heartland Rehabilitation Services	207 S. Kings Highway, Suite 7	Cherry Hill	NJ	08034
Heartland Rehabilitation Services of NJ - Sicklerville	Heartland Rehabilitation Services	502 Independence Blvd.	Sicklerville	NJ	08081
Heartland Rehabilitation Services of NJ- Hainesport	Heartland Rehabilitation Services	300 Crossing Creek Blvd., Suite 308	Hainesport	NJ	08036

OHIO					
Heartland Rehabilitation Services of OH - Arrowhead	Heartland Rehabilitation Services	518 The Boulevard	Maumee	OH	43537
Heartland Rehabilitation Services of OH - Oregon	Heartland Rehabilitation Services	3150 Dustin Road, Suite 2	Oregon	OH	43616
Heartland Rehabilitation Services of OH - Perrysburg	Heartland Rehabilitation Services	900 West S Boundary Street, Building 7-B	Perrysburg	OH	43551
Heartland Rehabilitation Services of OH - Westgate	Heartland Rehabilitation Services	3234 Executive Parkway, Suite 111	Toledo	OH	43606
Heartland Rehabilitation Services of OH - New Albany	Heartland Rehabilitation Services	5536 North Hamilton Road	Columbus	OH	43230
New Albany Surgical Hospital Contract	Heartland Rehabilitation Services	7333 Smith's Mill Road	New Albany	OH	43054
Heartland Rehabilitation Services of OH - ORS Newark	Heartland Rehabilitation Services	67 South Terrace Avenue	Newark	OH	43055
Heartland Rehabilitation Services of OH - Grove City	Heartland Rehabilitation Services	2061 Stringtown Road	Grove City	OH	43123
Honda Contract	Heartland Rehabilitation Services	24000 Honda Parkway c/o Watson Wellness Center	Marysville	OH	43040
PENNSYLVANIA					
<u>Heartland Rehabilitation Extension Services, LLC</u>	Heartland Rehabilitation Extension Services	2125 Elizabeth Ave., Suite 1	Laureldale	PA	19605
<u>Heartland Rehabilitation Extension Services, LLC</u>	Heartland Rehabilitation Extension Services	7 S New St., Suite 1	Nazareth	PA	18064
<u>Heartland Rehabilitation Extension Services, LLC</u>	Heartland Rehabilitation Services	101 Leader Dr., Suite 1	Williamsport	PA	17701
VIRGINIA					
Heartland Rehabilitation Services of VA - Hillsville	Heartland Rehabilitation Services	1113 Carrollton Pike	Hillsville	VA	24343
Heartland Rehabilitation Services of VA - Wytheville	Heartland Rehabilitation Services	342 Virginia Ave.	Wytheville	VA	24382
Heartland Rehabilitation Services of VA - Dublin	Heartland Rehabilitation Services	5286 Alexander Road	Dublin	VA	24084
Heartland Rehabilitation Services of VA- Chilhowie	Heartland Rehabilitation Services	104 N. Sanders Ave.	Chilhowie	VA	24319
Heartland Rehabilitation Services of VA- Buchanan	Heartland Rehabilitation Services	19733 Main St.	Buchanan	VA	24066
Heartland Rehabilitation Services of VA - Salem	Heartland Rehabilitation Services	126 Mill Lane	Salem	VA	24153
Heartland Rehabilitation Services of VA - North Roanoke	Heartland Rehabilitation Services	6515 Williamson Rd., PO Box 7143	Roanoke	VA	24019

HEALTH CARE AGENCY AFFILIATION AGREEMENT

AGREEMENT entered into this 1 day of October, 2019, by and between THE DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and Tri-County Nursing Home, hereinafter referred to as the HEALTH CARE AGENCY.

WITNESSETH:

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

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

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

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

6. 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, to the best of its abilities, COLLEGE personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students.
7. At the discretion of the HEALTH CARE AGENCY or the COLLEGE, any student or instructor 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 immediately withdrawn from the HEALTH CARE AGENCY.
8. 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.
9. 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 HEALTH CARE AGENCY with a certificate of insurance evidencing that this coverage has been obtained.
10. 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.
11. To the best of its abilities, 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, upon HEALTH CARE AGENCY approval, 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.
12. The terms of this agreement shall be for the period October 1, 2019, through September 30, 2020, and shall automatically renew each year thereafter except that either party may terminate this agreement, with or without cause, 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. The length of an average rotation is seven (7) weeks.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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: Tri-County Nursing Home
 Attn: Mitch Friedman
 7280 FL-26
 Trenton, FL 32693
 Fax Number: (352) 463-1855

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.
18. 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.
 19. 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 incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. Venue shall be in Gilchrist County, FL. Nothing herein is considered to be a waiver of any defense or protection under Florida's sovereign immunity laws.
 20. 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.
 21. 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.

22. 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.
23. 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.
24. 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.
25. 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.

26. PUBLIC RECORDS. The Health Care Agency shall substantially comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes as it relates to College students and personnel. Specifically, the Health Care Agency shall:

- a) Keep and maintain public records required by the College to perform the service.
- b) Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the College.
- d) Upon completion of the contract, transfer, at no cost, to the College all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the Health Care Agency transfers all public records to the College upon completion of the contract, the Health Care Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Health Care Agency keeps and maintains public records upon completion of the contract, the Health Care Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the College, if Health Care Agency can conveniently do so.
- e)

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

27. In the event that a student needs treatment for an injury received during a clinical experience, the injury will be deemed relating to an instructional experience and will not be considered employment related. As such, any injury received would not be covered by the Health Care Agency's Workers' Compensation Insurance.

The undersigned hereby approve this Affiliation Agreement.

Witnesses:

Sherril Hankie
 FIRST WITNESS' SIGNATURE
SHERRIL HANKIE
 FIRST WITNESS' PRINTED NAME
Sheila Naimon
 SECOND WITNESS' SIGNATURE
SHEILA NAIMON
 SECOND WITNESS' PRINTED NAME

DISTRICT BOARD OF TRUSTEE OF THE COLLEGE OF CENTRAL FLORIDA

By [Signature]
 James D. Henningsen, President

Date: 10/11/19

TRI-COUNTY NURSING HOME

Crystal Neff
 FIRST WITNESS' SIGNATURE
Crystal Neff
 FIRST WITNESS' PRINTED NAME
Donna Mandonado
 SECOND WITNESS' SIGNATURE
DONNA MANDONADO
 SECOND WITNESS' PRINTED NAME

By: [Signature]
 SIGNATURE
Mitch Friedman
 PRINTED NAME
 Title Director of Operations

Date: 9/25/19

COLLEGE OF CENTRAL FLORIDA

5

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Agreement for Services of International Independent Contractors

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

DATE: October 23, 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
Godoy & Godoy Turismo e Viagens Ltda	Brazil	09/30/19
Litz USA Student Services Limited	China	09/30/19
Rgyuaku Information Center	Japan	09/30/19

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)

Godoy & Godoy Turismo e Viagens Ltda

Avenida Antonio Pires Pimentel, 1476. Centro

Bragança Paulista - SP. Brazil 12914-001

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

WHEREAS:

- A. The College desires to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.
- B. The College designates Contractor as a representative for it in Designated Country for the purposes stated above. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.
- C. The College and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to College of Central Florida based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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 Paula Monteiro

Title: Operations Supervisor

Address: GX High Education

Av. Antonio Pires Pimentel, 1476, Centro

Bragança Paulista - SP, Brazil

Country: Brazil

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

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.

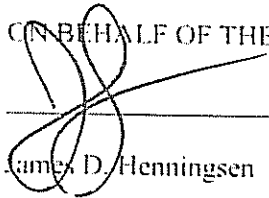
8. **DISPUTE RESOLUTION.** Any disputes regarding the terms of this agreement shall be decided by the College of Central Florida, Vice President, Student Affairs or his/her designee and the Contractor.

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

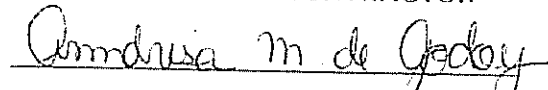
3001 SW College Road

Ocala, FL 34474

USA

Date: 9/30/19

ON BEHALF OF THE CONTRACTOR


Name of representative Andresa Godoy

Title: Director

Address: GX High Education

Av. Antonio Pires Pimentel, 1476. Centro

Bragança Paulista - SP. Brazil

Country: Brazil

Date: Sep, 11th, 2019

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
CONTRACTOR**

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(Contractor's Name and Address)

Litz USA Student Services Limited

Rm 1601-03, 655 Nathan Road,

Mong Kok, Kowloon

HONG KONG

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

WHEREAS:

- A. The College desires to make its credit programs of study known and available to potential students in Designated Country. To further that goal, the College and Contractor enter into this agreement, under which the Contractor will promote interest in, provide information about, and recommend qualified students for admission to the College.
- B. The College designates Contractor as a representative for it in Designated Country for the purposes stated above. The College grants to the Contractor the non-exclusive right to represent the College solely for the purposes of (1) disseminating information about the College and its programs in Designated Country and (2) screening and recommending prospective students to the College.
- C. The College and Contractor agree to a cooperative relationship in which Contractor will recommend students for admission to College of Central Florida based upon the following terms and conditions. This contract is entered into in exchange for the mutual promises contained herein.

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

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

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

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

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

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1.4 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.

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

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For placements to College of Central Florida:

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ON BEHALF OF THE COLLEGE

Joe Mazur, Vice President

Administration and Finance

College of Central Florida

3001 SW College Road, #1-107

Ocala, FL 34474

USA

ON BEHALF OF THE CONTRACTOR

Name of representative Kitty Wu

Title: Director

Address: Rm 1601-03,

655 Nathan Road,

Mong Kok, Kowloon

Country: Hong Kong

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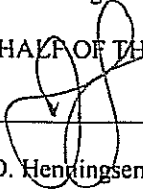
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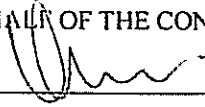
3001 SW College Road

Ocala, FL 34474

USA

Date: 9/3/19

ON BEHALF OF THE CONTRACTOR


Name of representative Kitty Wu

Title: Director

Address: Rm 1601-03,

655 Nathan Road,

Mong Kok, Kowloon,

Country: Hong Kong

Date: September 16, 2019

**AGREEMENT FOR SERVICES OF INTERNATIONAL INDEPENDENT
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(Contractor's Name and Address)

Ryugaku Information Center

7-2-12-4F Nishi-shinjuku

Shinjuku Tokyo 1600023 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:

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ON BEHALF OF THE COLLEGE

Joe Mazur, Vice President
Administration and Finance
College of Central Florida
3001 SW College Road, #1-107
Ocala, FL 34474
USA

ON BEHALF OF THE CONTRACTOR

Name of representative Tomomi Otani
Title: general manager
Address: 7-2-12-4F Nishishinjuku
Shinjuku Tokyo 160023
Country: Japan

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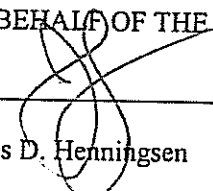
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ON BEHALF OF THE COLLEGE

ON BEHALF OF THE CONTRACTOR


James D. Henningsen

Name of representative Ayumi Chojahara

President

Title: Company president

College of Central Florida

Address: 7-2-12-4F Nishi-Shinjuku

3001 SW College Road

Shinjuku Tokyo 160023

Ocala, FL 34474

Country: Japan

USA

Date: 9/30/19

Date: Sep 12. 2019

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: License Agreement with Citrus & Levy County SCORE – Renewal

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

The College is requesting approval of a renewal of the Inter-Institutional License Agreement with SCORE (Service Corps of Retired Executives): Counselors to America's Small Business, for the use of designated space on the Citrus and Levy Campuses to provide services noted in the agreement.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the renewal of the Inter-Institutional License Agreement with SCORE.



FOR THE LIFE OF YOUR BUSINESS

Nature Coast, FL

October 14, 2019

District Board of Trustees
College of Central Florida
3001 SW College Rd.
Ocala, Florida 34474-4415

Dear Board Members:

SCORE Nature Coast FL, Chapter 0646, located on the Citrus and Levy campuses, request an extension of the Inter-Institutional Agreement approved April 25, 2018, with the College of Central Florida for the period from January 1, 2020 through December 31, 2020, without change of terms.

Respectfully,

Katherine Regan, Co-Chair

Earle Kircoaf, Co-Chair

SCORE Nature Coast FL, Chapter 0646

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

COLLEGE OF CENTRAL FLORIDA

7

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Nelnet Business Solutions Inc. Professional Services Addendum

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

The college currently offers students the ability to pay for tuition and fees on a payment installment plan. This plan allows students to spread out their financial obligations over a certain period of time. This is another payment option available to students and helps the college retain student enrollment, especially those students not receiving financial aid.

Since the college is prohibited from extending credit financing, the college entered into a professional services agreement with Nelnet Business Solutions, Inc. (NBS) for a guaranteed tuition installment plan in June of 2013. As long as a student's account with NBS is current through the end of the registration period, Nelnet Business Solutions, Inc. will guarantee and pay the full tuition and fees owed by the student to the college. This addendum to the agreement offers additional services to the college for the collection and online payment of past due balances.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approves the professional services agreement addendum with Nelnet Business Solutions, Inc. and authorize the board chair to sign.



**ACTIVELY MANAGED PAYMENT PLAN (AMPP-T2)
ORDER FORM**

Institution: District Board of Trustees of the College of Central Florida

Online Payment Plan Options: Past Due Balances (Consumer Entered)

Under the terms of the existing Professional Services Agreement dated June 25, 2013 (“Agreement”), by and between **District Board of Trustees of the College of Central Florida** (“Institution”) and **Nelnet Business Solutions, Inc.** (“Company”), at any time, a completed Order Form for a service will be sufficient to incorporate that service into the Agreement under the service’s current Terms and Conditions (to be provided along with the Order Form) (Attachment A). An Order Form must be accepted by the Institution in writing by signing and returning the Order Form.

This Order Form sets forth pricing and other critical options that must be completed and acknowledged by the Institution to purchase AMPP services under a validly executed Professional Services Agreement with Nelnet Business Solutions, Inc. Additional information will be collected separately in order to establish an Institutional Profile.

Payment Type	Payment Option (Yes or No)	Enrollment Fee Info ¹ (Read carefully; select all that apply.)	Other Applicable Fees ² (Select one.)
Monthly ACH	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$30.00 for 2-6 payments + \$_____ CFI <input type="checkbox"/> \$50.00 for 7-12 payments + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input type="checkbox"/> Responsible Party	None
Monthly Credit/Debit Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The enrollment fee per agreement period is: <input checked="" type="checkbox"/> \$30.00 for 2-6 payments + \$_____ CFI <input type="checkbox"/> \$50.00 for 7-12 payments + \$_____ CFI <input type="checkbox"/> Other _____ Fee paid by: <input type="checkbox"/> Institution <input type="checkbox"/> Responsible Party	<input type="checkbox"/> Discount Fee (Rate: 2.25%) ³ <i>Deducted from remittance</i> <input type="checkbox"/> - or - <i>Debit from bank account</i> <input type="checkbox"/> <input checked="" type="checkbox"/> Service Fee (Rate: 2.75%) ⁴
Individual, One-Time Credit Card Reversals	Required (No option)	The Institution will be assessed a per transaction fee for each individual credit card reversal and/or refund. Credit card Service Fee transactions are non-reversible.	\$0.35 per transaction

[AMPP-T2 Order Form continued on following page.]

¹ Institution may elect to assess an additional fee beyond the nonrefundable enrollment fee indicated above. The difference between the full amount assessed to the Responsible Party and the enrollment fee stated above (funds Collected for Institution or “CFI”), if any, will be processed by the Company and remitted to the Institution.

² Merchant services provided by Company’s preferred Merchant Acquirer for Visa, MasterCard, Discover, and American Express. Merchant card rates subject to change by the Company upon thirty (30) days’ advance notice if the Company’s bank merchant rate increases.

³ Discount Fee charged to Institution.

⁴ Service Fee charged to Payer (Responsible Party); Institution receives 100% of billed amount. Service Fees are non-refundable.

AMPP PAYMENT PLAN (T2)

ORDER FORM (continued): District Board of Trustees of the College of Central Florida

Credit Card Settlement Option (if applicable):

- Aggregate Settlement – Company will typically deposit funds received to the designated Institution bank account in four (4) banking days.
- Direct Settlement – Institution will receive daily batch payments from Visa and MasterCard according to the schedule determined by the respective card association. American Express and Discover will make separate deposits of funds according to processes set forth by the respective card association.

Past Due Payment Plan (type):

Select One	Option	AMPP Client Adding Past Due Payment Plans	Applicable Fees ⁵	
<input checked="" type="checkbox"/>	Consumer Entered	A link is provided to students to log into the system and create a payment plan for any amount. Institution predetermines the payment options available.	None	
<input type="checkbox"/>	Institution First ⁶	Institution targets past due students by creating a record in the system via file upload of student data; Institution can upload a second file containing balance data for said students. Institution initiates an email invitation to the student to enroll in a payment plan for the balance owed.	Setup Fee ⁷ Annual Fee ⁸	\$2,000 None
<input type="checkbox"/>	End-to-End ⁶	Allows institution to combine multiple term balances into a single past due amount for payment via payment plan (or ePay). Past due balance is pulled in through Real-Time Account Activity (RTAA); payments are posted in real time or through end of day. Payment Plan participation indicators can be placed in real time or through end of day.	Setup Fee ⁷ Annual Fee ⁸	\$2,000 \$ 500

Institution Information:

Please direct the **Merchant Application** and other merchant paperwork, if any, to the following Institution contact:

Name: Eva Martinez
 Title: Director of Student Accounts
 Email: martinee@cf.edu
 Phone: 352-854-2322 ext 1215

Please direct **Accounts Payable** and billing/invoicing information to the following Institution contact:

Name: Lynn Ruis
 Title: Business Accounts Coordinator
 Email: ruisl@cf.edu
 Phone: 352-854-2322 ext 1807

[AMPP-T2 Order Form executed on following page.]

⁵ Pricing indicated does not include integration with Jenzabar/POISE. If Institution uses Jenzabar/POISE, integration costs will be negotiated directly between Institution and Jenzabar, and Institution will pay Jenzabar directly for those costs.

⁶ Fully-integrated Enterprise AMPP Institutions only.

⁷ Fifty percent (50%) of the Setup Fee will be invoiced and presented with the Order Form. Institution must pay the up-front Setup Fee invoice in order to engage an Implementation Manager.

⁸ Assessed per year or any portion thereof. The initial (Year 1) Annual Fee for end-to-end integration will be invoiced to Institution upon completed implementation (“go live”).

AMPP PAYMENT PLAN (T2)

ORDER FORM (continued): District Board of Trustees of the College of Central Florida

For the avoidance of doubt, nothing in this Order Form will relieve the Institution’s obligation to pay for payment processing (i.e., merchant fees, credit card assessments, ACH fees, if applicable, etc.) or installation, maintenance, and transaction fees for this or any other Company-delivered products or features it is currently contracting to use, as outlined in the existing Agreement, or may elect to implement in the future.

The parties acknowledge that any mutually agreeable modification or addition of service(s) must be on a written and executed Order Form. Any subsequently executed Order Form will be subject to the terms and conditions of the existing Agreement, and any conflict between Order Forms will be controlled by the later executed Order Form.

IN WITNESS WHEREOF, the undersigned have executed this Order:

District Board of Trustees of the College of Central Florida

Nelnet Business Solutions, Inc.

Signature 10/30/19
Date

Signature Date

Name: Joyce Brancato

Name: _____

Title: Board Chair

Title: _____

Address: 3001 S.W. College Road

Corporate Headquarters:

Founders Hall, Room 1-107

121 South 13th Street, Suite 201
Lincoln, NE 68508
866.315.1263

City/State/ZIP: Ocala, FL 34474-4415

DeeAnn K. Wenger, President
DeeAnn.Wenger@nelnet.net
402.325.7241

ATTACHMENT A

ACTIVELY MANAGED PAYMENT PLAN (AMPP-T2) TERMS AND CONDITIONS

1. **SERVICES:** The Company agrees to provide the Institution with payment-processing services for payment of tuition and/or other fees owed to the Institution by the Institution's clients (hereinafter "Responsible Parties") as set forth in the Professional Services Agreement and these Terms and Conditions. Services provided include information management tools for the Institution and Responsible Parties. The Company will also provide the Institution with training opportunities to help the Institution effectively implement the program.
2. **CREDIT AND DEBIT CARD OPTION:** If the Institution elects to offer a credit and debit card payment option to Responsible Parties, the credit and debit card transactions will be processed by the Company or its third-party service provider. If processed by a third-party service provider, the Company, by agreement with that provider, will act as the provider's customer-service agent. Any chargebacks received will be passed through to the Institution. The Institution will be required to complete a merchant application and comply with applicable card association rules. The merchant discount fee or convenience fee is subject to change by the Company upon thirty (30) days' advance notice if the Company's bank merchant rate increases.
3. **CREDIT CARD REVERSALS, REFUNDS:**
 - a. **INDIVIDUAL, ONE-TIME CREDIT CARD REVERSALS:** The Institution will be assessed a per transaction fee for each one-time credit card reversal and/or refund, if applicable.
 - b. **BATCH CREDIT CARD REFUNDS:** If the Institution elects to use the Batch Credit Card Refunds feature, if applicable, the Institution will be assessed a per transaction fee for each credit card reversal and/or refund. If the Institution uses an aggregate settlement process, reversals will be debited from the Institution's bank account. The Institution will be required to whitelist the appropriate Company routing number(s) and ID(s) to allow Company-initiated debits to the Institution's bank account. Prior to the Company enabling the Batch Credit Card Refunds feature, the Institution will be required to submit a bank letter to the Company granting debit authority if such a letter is not already on file for the Institution. Credit card Service Fee transactions are non-reversible.
4. **PENDING AID:** Pending Aid is an additional payment plan option available to the Institution at no charge. Under this option, selected payment plans have an initial payment date after the date by which financial aid awards are usually made. If the student still has a remaining balance due as of that date, scheduled payments will begin thereafter. There is no charge to the student to set up the agreement; an enrollment fee is charged only if, and when, payment processing begins. In order to use the Pending Aid program, the Institution is required to have electronic file upload capability for the Company application software. With the appropriate integration functionality, Pending Aid may be added as an option upon request by the Institution.
5. **CHANGES TO PAYER AGREEMENTS:** Changes made to the budgeted amount will be made through the Institution, which is responsible for obtaining written or similarly authenticated authorization from Responsible Parties at least two (2) business days prior to the next payment date. In the absence of written authorization, the Institution may change a budgeted amount by notifying Responsible Parties at least ten (10) calendar days prior to the next payment date.
6. **CUSTODIAL ACCOUNTS:** The Institution appoints the Company to collect payments owed to the Institution as set forth herein, to process and hold these funds, and to transfer and disburse collected funds to the Institution. It is understood that the Company is acting only as a custodian for collection and disbursement of these funds, and does not guarantee payments or provide for the collection of payments upon default by Responsible Parties. All successfully collected payments will be deposited into a custodial account (for ACH) or a settlement account (for credit and debit card). Each successfully collected payment is guaranteed by the U.S. Government, some agency thereof, or the Company's depository bank. These funds are held in custody with the Company for the Responsible Parties and, upon remittance by the Company to the Institution's bank account, will become the property of the corresponding Institution, less applicable fees. Any interest earned on funds in the custodial account is payable to the Company.
7. **FEES:**
 - a. **ENROLLMENT FEE:** A nonrefundable enrollment fee is charged for each payment plan agreement period ("agreement period") and is based upon the number of payments selected for the agreement period. It is understood that the Company is not obligated to process payments unless the enrollment fee has been paid by the Responsible Party or the Institution. The enrollment fee is fixed for the initial term of the Agreement.
 - b. **RETURNED PAYMENT FEE:** A thirty dollar (\$30) returned payment fee will be assessed to the Responsible Party if a scheduled payment attempt fails. The Institution has no liability for returned payment fees. Returned payment fees are subject to change in future agreement periods with thirty (30) days' notice to the Institution.
 - c. **FEE RETURNS:** If any fees are returned, they will be rescheduled, as applicable.
8. **INFORMATION ACCESS:** The Institution will have access to current payer and payment information. The Institution agrees not to disclose User IDs and Passwords to unauthorized personnel, and it will notify the Company immediately if an unauthorized person obtains access to them. The Institution will also notify the Company if a User ID and Password is no longer needed by a representative of the Institution.
9. **REMITTANCE:** The Company will automatically deposit the Institution's funds into the Institution's bank account according to the schedule selected by the Institution; however, in no event will Company remit funds less than four (4) banking days after such funds were collected. In addition, remittance schedules are subject to change if any processing bank changes its settlement procedures or guidelines.

10. **SERVICE FEE PROGRAM (“SFP”) (if applicable):**

- a. **Description:** The decision to charge service fees is entirely the decision of the Institution. The Institution assumes all liability for conducting business in compliance with federal, state and local laws, rules, and regulations (“Laws”), including but not limited to laws governing consumer protection. The Institution will indemnify and hold the Company harmless from and against any and all claims, liabilities, losses, damages, costs, and expenses, including reasonable attorney’s fees, asserted against or incurred by the Company under federal, state or local laws as a result of the Company complying with any instruction or directive by the Institution. The Institution designates the Company to act as its third-party service provider to accept credit and debit cards and process transactions under the SFP. The Company will accept credit and debit card payments if the End User agrees to pay a Service Fee. The Institution will receive a deposit for 100% of the amount paid for tuition and related educational fees. The Service Fee is computed by applying a flat percentage rate to the tuition or related educational fee amount and may be adjusted with a thirty (30) day written notice to compensate for a change in cost as published by various card associations.
- b. **Separate Transactions:** Two (2) separate transactions will appear on the payer’s personal card statement: one (1) for the tuition or related educational fee and one (1) for the Service Fee.
- c. **Merchant Acquirer for SFP:** The Company uses a preferred Merchant Acquirer for its Service Fee Program to process these credit and debit card transactions. There are contractual terms and conditions between the Institution and this Merchant Acquirer, its affiliated merchant bank, and potentially with other desired card associations. The Institution is responsible for adhering to all applicable card association rules and regulations with any Merchant Acquirer. The Institution and the Company will set up a merchant account with this Merchant Acquirer and any other desired card association to receive funds. No merchant discount fees will be deducted from the amount due to the Institution under the SFP. However, if an Institution permits a refund or accepts a chargeback, the amount will be debited to the Institution’s account.
- d. **Company Obligations:** The Company agrees to: (i) obtain authorization for all credit and debit card transactions; (ii) warrant that all credit and debit card transactions transmitted to Merchant Acquirers are secure; (iii) remain in compliance with the most current and appropriate representations, warranties, and covenants contained in the Operating Manual, the Operating Regulations, and applicable laws, rules of the preferred Merchant Acquirer, and the applicable card associations; (iv) comply with PCI DSS and undergo Level 1 PCI audits as necessary; (v) keep data confidential and not copy, publish, sell, exchange, disclose or provide to others or use any information, documents or data, provided or disclosed to the Company or any account information related to credit or debit cards or cardholders for any purpose other than performing the Company’s obligations under the Agreement, as required by the PCI DSS, or as required by applicable law; (vi) maintain the security and confidentiality of card transactions processed through the system (while the information is stored within the system); and (vii) ensure that all system interfaces are compatible with the requirements of the processing systems and networks established and used by a Merchant Acquirer.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Retirement Plan Compliance and Administration Services Agreement
between TSA Consulting Group Inc. and the College of Central Florida --
Renewal

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

College administration wishes to renew the agreement for services with TSA Consulting Group Inc. to provide retirement plan consulting, compliance, and administration services to the College for our voluntary retirement programs under Sections 403(b) and 457(b) of the Internal Revenue Code. This service will allow the College to be in compliance with the many IRS Code changes related to 403(b)/457(b) plan tracking and reporting.

The term of the agreement is for (3) three years with two (2) additional one year renewal periods. In accordance with established college procedure, the District Board of Trustees must approve professional service agreements in excess of \$25,000.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the renewal agreement with TSA Consulting Group Inc. and authorize the Board Chair to sign the agreement.

Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding “Agreement,” effective as of November 1, 2019 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as “TSACG”) whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the **District Board of Trustees of the College of Central Florida, 3001 SW College Road, Ocala, FL 34474**, hereinafter referred to as “Plan Sponsor.”

PURPOSE: Plan Sponsor wishes to retain the services of TSACG to provide retirement plan consulting, compliance and administration services to the Plan Sponsor for the Plan Sponsor’s voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code (“403(b)/457(b)”) and TSACG is willing to provide such services.

1. TSACG agrees that for a period of thirty-six (36) months, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting, plan administration services and IRS compliance guarantee as set forth in the “Compliance Edge Services,”; “IRS Compliance Guarantee”; “Plan Administration Agreement”; “Plan Administration Fee Schedule”; “EPARS Subscription Agreement”; and “EPARS Subscription Adoption Agreement,” all of which are attached and incorporated herein referred to as the “Agreements.” This Agreement may be renewable at the end of each contract year by mutual agreement of both parties for two (2) additional one-year periods.
2. Plan Sponsor agrees that it will render to TSACG all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in “Plan Sponsor Duties”, attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSACG shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
3. Plan Sponsor agrees that TSACG shall be remunerated for such consulting, compliance and administration services by the authorized Investment Providers participating in the Plan(s), also known as Compliance Edge®, at the stated rate and methods shown in the Plan Administration Agreement Fee Schedule attached and herein incorporated by reference.
4. TSACG shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSACG shall make no representation as an agent or employee of the Plan Sponsor. TSACG shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSACG shall be responsible for all taxes as an independent consultant and/or administrator. TSACG shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSACG agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in the Agreements. TSACG shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSACG will be returned to the Plan Sponsor.
6. TSACG warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Florida, unless preempted by federal law.
8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Marion County, Florida.
9. TSACG agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSACG, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.
10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.
11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

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

TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title _____

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

59-1213999

59-3451677

Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA Consulting Group, Inc. (TSACG), the following services will be provided by TSACG;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSACG will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.
2. TSACG shall provide an annual review and audit of the previous year's contributions for all employees. TSACG shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.
3. A master file of MAC calculations will be maintained by TSACG during the term of this Agreement.
4. TSACG will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in the Plan Administration Agreement.
5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSACG. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as EPARS Subscription and Adoption Agreement.
6. Employee communications components (handbooks) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor's policies and procedures.
7. Video presentations will be produced, distributed and available via online stream by TSACG once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.
8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSACG for information on their retirement plans.
9. TSACG shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and its employees.
10. TSACG expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

IRS Compliance Guarantee

TSACG Consulting Group, Inc. (TSACG) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement continually in effect with TSACG from January 1 through December 31 of the year/years under audit. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's plan, and the client incurs financial loss due to that determination, TSACG will reimburse the client for the tax penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by TSACG for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. TSACG is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)
2. The compliance failure is not related to inaccurate communications or data provided to TSACG for which the client was/is responsible.
3. The client has continually acted in cooperation with the operational directives offered by TSACG relative to the plan audited.

This IRS Compliance Guarantee is effective for contracts dated on or after October 1, 2019.

Plan Sponsor Duties

In accordance with the Agreement between TSACG and the District Board of Trustees of the College of Central Florida, the following information and services will be provided by the Plan Sponsor to TSACG;

1. All available data necessary to complete the services provided by TSACG as outlined in the Agreements. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.
4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSACG by providing any information needed to complete the terms of this Agreement.
5. The Plan Sponsor shall instruct staff to cooperate fully with TSACG regarding the compliance review and in obtaining all necessary information for TSACG to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSACG may impede completion of services as described in this Agreement.

Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of November 2019 by TSA Consulting Group, Inc. ("TSACG") and District Board of Trustees of the College of Central Florida (Plan Sponsor").

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSACG as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSACG is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 **Designation of TSACG as Administrator.**

Plan Sponsor hereby appoints TSACG as Administrator of the plan(s) established and indicated herein.

2.0 **Responsibilities of TSACG.** TSACG will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 **Plan Documents:** TSACG will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 **Meaningful Notice:** TSACG will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 **Forms and Procedures:** TSACG will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 **Participant Records:** TSACG will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSACG from the Plan Sponsor, employees and product providers. Records maintained by TSACG shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSACG shall be entitled to rely on the Plan Sponsor's eligibility determinations.

2.5 **Participant Inquiries:** TSACG will provide adequate access to participants regarding their records and transactions recorded by TSACG. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 **Aggregation of Data:** TSACG will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSACG will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 **Plan Sponsor Reports:** TSACG will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 **Technical Assistance:** TSACG will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSACG and the Plan Sponsor.

2.9 **Other Assistance:** TSACG will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

- 3.0 **Responsibilities of the Plan Sponsor.** Plan Sponsor acknowledges that it is responsible for the following:
- 3.1 Plan and Participant Data: Plan Sponsor will provide all necessary plan and participant data required by TSACG to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSACG.
 - 3.2 Fee Billing and Payment: Plan Sponsor agrees that TSACG will charge fees for its services to the authorized Investment Providers participating in the Plan(s) in accordance with the Plan Administration Fee Schedule. Any changes to the fee schedule will be subject to mutual agreement between TSACG and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 Miscellaneous.

- 4.1 Termination: Plan Sponsor or TSACG may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSACG agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:
 - a) To TSACG: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548
 - b) To Plan Sponsor: District Board of Trustees of the College of Central Florida
3001 SW College Road
Ocala, FL 34474
- 4.3 Entire Agreement: Supplements and Amendments. This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSACG from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.
- 4.4 Assignment: Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 Governing Law: Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides.

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSACG, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated November 1, 2019 shall be entitled to collect the following fees from each authorized investment product provider under the plan:

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant Account) \$0.00 per year billed monthly

The “Billing Effective Date” will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule.

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSACG unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSACG.

Basis for Invoicing – Provider Fees: TSACG shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSACG shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSACG shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title: _____

Title: Senior VP, Chief Financial Officer

Execution Date: _____

EPARS Subscription Agreement - Section I

TSA Consulting Group Inc.(TSACG) is owner of a software product known as Electronic Process for Automated Remittance Services or “EPARS,” which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

“**Subscription Adoption Agreement**” shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

“**Authorized Provider Companies**” shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

“**Bank Transfer Agent**” shall mean the bank listed in section 8 below, “Bank Transfer Agent” and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

“**Contribution Remittances**” shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

“**Designated Entities**” shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

“**Employer Data**” shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

“**Licensee**” shall mean the Employer/User of the EPARS software product.

“**Participant**” shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

“**Participant Data**” shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

“**Transaction**” shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSACG.

3. **Licensee's Obligations**
 - a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
 - b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
 - c) The Licensee acknowledges the role and responsibilities of TSACG to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSACG on a timely basis.
 - d) The Licensee acknowledges the need to communicate with both TSACG and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.
4. **Licensed Software Limitations** Neither TSACG nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.
5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.
6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.
7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSACG be responsible for maintaining any such data for Licensee. TSACG will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.
8. **Bank Transfer Agent** TSACG assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSACG to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

Designated Bank Transfer Agent

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSACG.
10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSACG. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.
11. **Assignment** Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSACG agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.
13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

EPARS Subscription Adoption Agreement – Section II

The Agreement (Agreement) sets forth the administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies (APC), error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

I. Licensee: Name: District Board of Trustees of the College of Central Florida
Address: 3001 SW College Road, Ocala, FL 34474

EPARS Guidelines:

A. Transmission of Employer and Participant Data

The Licensee requires Authorized Provider Companies to accept data in the following manner(s):

- EPARS transmission to APC secure File Transfer Protocol (FTP) site.
- APC retrieval of Data from EPARS secure FTP site.
- Encrypted e-mail or attachment to data transmitted to APC.

Contribution Remittance/ Funds Transmittal Requirements

The Licensee requires Authorized Provider Companies to accept Contribution Remittance Funds in one of the following methods:

- ACH transfers of funds to APC bank. (Direct Deposit) and/or
- Paper check mailed to APC via regular mail (Digital Signature Required)

- Plan Sponsor elects to implement EPARS**
- Plan Sponsor elects to postpone implementation of EPARS at this time.**

DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA

By: _____

Name: _____

Title _____

Date: _____

BASIS OF REMUNERATION: Annual compensation for services provided by TSACG subject to the Agreement shall be invoiced at stated rate including an initial setup fee in the first year.

Standard Fees for all services listed in the **Compliance Edge® Program:**

Comprehensive Program - **The Compliance Edge®**
Total Cost of basic services

- All services described in all Agreements of this contract-

\$8,000.00 per year billed monthly to the Plan Sponsor.

All services shall be billed monthly beginning December 1, 2019, at the equivalent rates shown above. Fees described above are based on total number of employees for this employer. Rates for larger or smaller groups may vary according to current published rate schedules established by TSACG.

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

TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title _____

Title: Senior VP, Chief Financial Officer

Date: _____

Date: _____

COLLEGE OF CENTRAL FLORIDA

9

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Baycare Behavioral Health Inc. d/b/a BayCare Life Management Agreement – Renewal

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

The College desires to renew an agreement to provide Student Assistance Program Services to our students. This is a renewal agreement with Baycare Behavioral Health Inc. d/b/a BayCare Life Management, who will provide the College comprehensive behavioral healthcare services.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the renewal agreement with Baycare Behavioral Health Inc. d/b/a BayCare Life Management and authorize the Board Chair to sign the agreement on behalf of the College.



PROCUREMENT SERVICES
AMENDMENT TO: 2016-2017 Contract
SERVICE: Student Assistance Program
CLIENT: College of Central Florida

Contractor: BayCare Behavioral Health Inc., dba BayCare Life Management
Address: 1240 S. Fort Harrison Avenue – MS-137, Clearwater, FL 33756
Amendment No.: 03
Effective Date: November 1, 2019

This Amendment to the 2016-2017 Contract, originally effective November 1, 2016, consists of a renewal clause described below:

Renewal:

This contract shall be renewed for a period of twelve (12) months beginning November 1, 2019 and ending October 31, 2020.

All Terms and Conditions listed in the original contract, 2016-2017, remains in full force and effect, as amended.

Pricing: Beginning November 1, 2018, the amount of \$24,691.20 (\$4.80 per FTE, per year) will be in effect, paid monthly in the amount of \$2,057.60, based upon 5,144 FTE enrollment as reported in the 2018-19 FTE-3 FTE Enrollment report by the Florida Department of Education, inclusive of mandatory referrals.

The above referenced contract is hereby renewed, by mutual consent.

A fully executed copy of this Amendment will be returned to the Contractor and the requesting College of Central Florida.

ACCEPTANCE AND APPROVALS

Board of Trustees of the
College of Central Florida

BayCare Life Management

By: _____

By: _____

Name: Joyce Brancato

Name: _____

Title: Board Chair

Title: _____

Date: October 30, 2019

Date: _____

COLLEGE OF CENTRAL FLORIDA

10

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Agreement between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company and the College of Central Florida

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

At the June 26, 2019 meeting, the District Board of Trustees awarded "ITB 18-01, Beverage Services" to Pepsi Beverages Company, Pepsico, for a period of five (5) years with a contract start date of July 1, 2019. The Board authorized the President to negotiate and sign an agreement with Pepsi Beverages Company, Pepsico, the first-ranked firm, recommended by the selection committee and report that action to the Board at a subsequent meeting.

Following negotiations and legal review, an agreement for beverage services was successfully reached with Pepsi Beverages Company, Pepsico. For the Board's information, a copy of the fully executed agreement is attached.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees acknowledges the agreement as an information item only.



SPONSORSHIP AGREEMENT

This sets forth the agreement ("**Agreement**") between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 525 SW 16th Street, Ocala, FL 34474 ("**Pepsi**") and the District Board of Trustees of the College of Central Florida with its principal place of business at 3001 SW College Road, Ocala, FL 34474 (the "**Customer**").

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the Customer; and

WHEREAS, Pepsi submitted a bid in response to an invitation to bid, ITB 18-1 Beverage Services, issued by the Customer and was awarded the agreement on June 26, 2019 for the exclusive right to develop and carry out a program for the sale of its beverage products in all facilities owned or operated by the Customer; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the Customer has determined that it is in the best interests of the Customer to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the Customer and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the Customer in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

"Approved Cups" means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the Customer shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi's trademark(s) for Pepsi® shall be included on such commemorative cups. The use and size of Pepsi's trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi.

"Beverage" or "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas ("**LCT**"), (ix) frozen carbonated and non-carbonated beverages ("**FB**"), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi. Beverage (S) does not include milk and milk products, as Customer retains the right to sell these products throughout the Facilities.



"Cases" shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 18, 15, 12, and 8 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"Competitive Products" shall mean any and all Beverages other than the Products.

"Customer Marks" shall mean (i) the Designations (as defined below) and (ii) the Customer's characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the Customer and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, Customer Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the Customer, at the beginning of the Term or which will be created during the Term, if any.

"Designations" shall include, but not be limited to, the following: "A Proud Sponsor of the College of Central Florida" "Official Water and Soft Drink of the Patriots and "Official Sponsor of the College of Central Florida"

"Equipment" means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines ("**Vending Machines**"); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

"Facilities" shall mean the entire premises of College of Central Florida Ocala Campus, Hampton Center, Levy Center and Welding Facility and Appleton Museum of Art along with any other locations or future location operated by College of Central Florida.

"Food Service Provider" shall mean any third party food service provider or any food service provider which may serve at the Facilities at any point during the Term. The Customer acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the Customer's current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the Customer is currently self-operated, the Customer switches to a Food Service Provider, or (ii) if the Customer currently uses a Food Service Provider to operate its concessions, such agreement between the Customer and the current Food Service Provider expires or is terminated, and the Customer enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the Customer and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Customer hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the Customer by an amount equal to the incremental costs incurred by Pepsi as a result of the Customer's change in Food Service Providers.



PEPSI BEVERAGES COMPANY

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (*i.e.*, Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Postmix Products" shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

"Quarter" shall mean each calendar quarter during the Term.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. TERM.

The term of this Agreement shall be for a Five (5) year period beginning on July 1, 2019 and expiring on June 30, 2024, unless sooner terminated as provided herein ("**Term**").

3. GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.

During the Term, Customer hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Except with regard to the permitted exceptions set forth herein (the "**Permitted Exceptions**") Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities ("**Special Events**"). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities. The following **Permitted Exceptions** are the only exceptions to Pepsi's exclusive Beverage rights at the facilities: (1) Competitive Products may be made available at the Facilities during up to six (6) special events each Agreement Year in which such event participants receive donated Competitive Products. Pepsi's product availability, promotional and other rights under this Agreement will not otherwise be affected during any such special event. Each

special event will not be longer than two (2) consecutive days in duration. Customer shall provide Pepsi with no less than thirty (30) days prior written notice that it intends to designate an event at the Campus as a special event in which Competitive Products will be made available; (2) Customer may purchase bulk water (i.e. five-gallon jugs) for use in administrative offices only. The foregoing exceptions will be narrowly construed and shall only be applicable when equivalent Pepsi products have been offered for such special events as donated Product and the third party organizer of such has rejected Pepsi Products and requested Competitive Products as a non-negotiable condition of having the event at the Facilities. This exception shall only allow for the temporary provision of Competitive Products during the third party's portion of the Facilities and shall only allow for Competitive Products to be provided in the portion of the Facilities that is being utilized by such a third party. At no time during the Term shall competitive Products be advertised or promoted at the Facilities except as outlined above.

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the Customer after the date of this Agreement. Pepsi shall install the Equipment at its sole expense; *provided, however*, that the Customer will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by Customer or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by Customer or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with, Customer and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. Customer shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The Customer shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with Customer and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.



(5) Vending.

During the Term, Pepsi will loan to Customer all Beverage dispensing equipment ("Equipment") which is reasonably required in Pepsi's discretion to dispense Products to the Customer. Pepsi shall have the right to place and maintain no less than Twenty-five (25) full-service Beverage Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with Customer to identify optimal locations for such Equipment. The Equipment will be equipped with appropriate security devices if deemed necessary by Pepsi. The Equipment will be used solely for the purpose of dispensing Products at the Facilities and will remain the sole property of Pepsi. Pepsi will provide Customer with New or Like New Equipment. As new Equipment technology is released, Pepsi will work with Customer on campus roll out opportunities subject to availability. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.

(6) Fountain Beverages

During the term, Pepsi will loan to Customer all post-mix fountain Beverage dispensing units. The Equipment will be used solely for the purpose of dispensing Postmix Products at the Facilities and will remain the sole property of Pepsi. Pepsi will provide Customer with new or like new Equipment.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, Customer grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

Customer agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to customers at the Facilities. All brand identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by Customer at Customer's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

Customer agrees that all Products served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Customer shall cause Products to be "*hawked*" at the Facilities at all events taking place at the Facilities (including, without limitation, at all home games of all intercollegiate athletic teams associated with the Customer, if any), and served as part of the catering selection in private boxes, suite, backstage areas, locker rooms and press areas.



Customer further agrees that Products to be "*hawked*" in the stands shall be sold only in Approved Cups. As used herein, "*hawking*" shall refer to the sale of single servings of a product in the seating areas of the Facilities through the use of vendors circulating through such seating areas.

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, Customer hereby grants to Pepsi the right to advertise and promote Products in and with respect to the Customer and the Customer Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Facilities and Print Advertising.

Pepsi shall have the right to Facilities and print advertising as mutually agreed between the parties and as further outlined in Exhibit B.

(2) Design and Installation of Customer Advertising.

Pepsi agrees, at its own cost, to provide Customer with the general design of all Customer Advertising. The Customer Advertising shall be constructed and installed by Customer (or an agent thereof) at Customer's sole cost and expense. All Customer Advertising shall be in conformity with the general scheme and plan of the Customer and the surrounding areas.

(3) Advertising/Signage Changes/Removal.

Customer recognizes Pepsi's right to change, modify, alter or remove its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse Customer for all reasonable costs and expenses incurred by Customer in changing, modifying, altering or removing any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify, change, alter or remove the promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi's sole cost and expense. Customer shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi's advertising.

(4) Maintenance of Signage.

Pepsi shall maintain in good order all signage that Pepsi provides to the Customer including Facility Advertising and other signs and advertising for Products. Pepsi shall not be responsible to repair or maintain signage that it did not purchase or provide to



the Customer. Pepsi will affect any necessary repairs reasonably determined by Customer at Pepsi's sole cost and expense.

B. Promotional Rights.

(1) General Sponsorship Designation.

Customer hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the Customer and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

(2) Grant of License to Use the Customer Marks for Promotional Activities.

Customer hereby grants to Pepsi a nonexclusive license to use the name of the Facilities and the Customer Marks for the limited purposes of promoting Products within the context of promotional activities. Customer acknowledges that, in order to make full use of the rights granted in this Agreement, Pepsi may conduct the promotional activities through its primary distribution channels in which Pepsi sells Products to the ultimate consumer, such as at the retail level, within drug stores and other retail outlets, by and through mass merchandise campaigns and together with Pepsi's food service accounts and customers.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the Customer Marks and Related Proprietary Rights.

Customer represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the Customer Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the Customer Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the Customer Marks other than the right to use such Customer Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of Customer and its affiliates and cooperate with Customer and its affiliates to procure any protection or to protect any of the rights of Customer and its affiliates in and to the Customer Marks. Pepsi shall cause to appear on all materials incorporating the Customer Marks such legends, markings and notices as Customer or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Customer Marks. Pepsi shall not make any alterations or changes to the design or type of the Customer Marks without the prior written consent of Customer.



D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "*Pepsi Marks*") under a license from PepsiCo, Inc. Customer acknowledges that nothing contained in this Agreement shall provide Customer with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. Customer (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. Customer shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. Customer shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. GRANT OF OTHER RIGHTS.

A. Sampling.

Customer agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by Customer and in accordance with rules and procedures established by Customer, in its sole discretion, as may be amended or supplemented from time to time by Customer.

B. Additional Rights.

Customer agrees to provide Pepsi with the additional rights set forth on Exhibit B.

6. EXCLUSIVITY.

A. During the Term, Customer, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the Customer, its intercollegiate athletic teams coaches and players, and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the Customer, intercollegiate athletic teams coaches and players, and its staff, except as outlined in Paragraph 3 (a) "Permitted Exceptions" above.

B. Customer recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, Customer, and/or Customer Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi's valuable rights. Accordingly, the Customer will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term,

each party will notify the other party of such activity immediately upon learning thereof. As used herein, "**Ambush Marketing**" shall mean an attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer and/or Customer Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer and/or Customer Marks by referring directly or indirectly to the Facilities, Customer and/or Customer Marks.

7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by Customer as described herein, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

A. Initial Sponsorship Fee.

An Initial Sponsorship Fee in the amount of Five Thousand US Dollars (\$5,000), payable to the Customer within sixty (60) days of the signing of this Agreement by both parties (the "**Initial Sponsorship Fee**"). The Initial Sponsorship Fee is earned by the Customer over the Term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Initial Sponsorship Fee will be repaid to Pepsi pursuant to the terms of Section 10.D (**Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.**) herein.

B. Quarterly Sponsorship Fees.

A Sponsorship Fee paid quarterly pursuant to the following (the "**Quarterly Sponsorship Fee**"):

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	July 1, 2019 – September 30, 2019	\$3,750	September 30, 2019
	October 1, 2019 – December 31, 2019	\$3,750	December 31, 2019
	January 1, 2020 – March 31, 2020	\$3,750	March 31, 2020
	April 1, 2020 – June 30, 2020	\$3,750	June 30, 2020
2	July 1, 2020 – September 30, 2020	\$3,875	September 30, 2020
	October 1, 2020 – December 31, 2020	\$3,875	December 31, 2020
	January 1, 2021 – March 31, 2021	\$3,875	March 31, 2021
	April 1, 2021 – June 30, 2021	\$3,875	June 30, 2021
3	July 1, 2021 – September 30, 2021	\$4,000	September 30, 2021
	October 1, 2021 – December 31, 2021	\$4,000	December 31, 2021
	January 1, 2022 – March 31, 2022	\$4,000	March 31, 2022
	April 1, 2022 – June 30, 2022	\$4,000	June 30, 2022
4	July 1, 2022 – September 30, 2022	\$4,125	September 30, 2022
	October 1, 2022 – December 31, 2022	\$4,125	December 31, 2022
	January 1, 2023 – March 31, 2023	\$4,125	March 31, 2023
	April 1, 2023 – June 30, 2023	\$4,125	June 30, 2023
5	July 1, 2023 – September 30, 2023	\$4,250	September 30, 2023
	October 1, 2023 – December 31, 2023	\$4,250	December 31, 2023
	January 1, 2024 – March 31, 2024	\$4,250	March 31, 2024
	April 1, 2024 – June 30, 2024	\$4,250	June 30, 2024



The Quarterly Sponsorship Fee is earned throughout the quarter in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Quarterly Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.) herein.

C. Quarterly Capital Fee

A Capital Fee paid quarterly pursuant to the following (the “*Quarterly Capital Fee*”):

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	July 1, 2019 – September 30, 2019	\$750	September 30, 2019
	October 1, 2019 – December 31, 2019	\$750	December 31, 2019
	January 1, 2020 – March 31, 2020	\$750	March 31, 2020
	April 1, 2020 – June 30, 2020	\$750	June 30, 2020
2	July 1, 2020 – September 30, 2020	\$750	September 30, 2020
	October 1, 2020 – December 31, 2020	\$750	December 31, 2020
	January 1, 2021 – March 31, 2021	\$750	March 31, 2021
	April 1, 2021 – June 30, 2021	\$750	June 30, 2021
3	July 1, 2021 – September 30, 2021	\$750	September 30, 2021
	October 1, 2021 – December 31, 2021	\$750	December 31, 2021
	January 1, 2022 – March 31, 2022	\$750	March 31, 2022
	April 1, 2022 – June 30, 2022	\$750	June 30, 2022
4	July 1, 2022 – September 30, 2022	\$750	September 30, 2022
	October 1, 2022 – December 31, 2022	\$750	December 31, 2022
	January 1, 2023 – March 31, 2023	\$750	March 31, 2023
	April 1, 2023 – June 30, 2023	\$750	June 30, 2023
5	July 1, 2023 – September 30, 2023	\$750	September 30, 2023
	October 1, 2023 – December 31, 2023	\$750	December 31, 2023
	January 1, 2024 – March 31, 2024	\$750	March 31, 2024
	April 1, 2024 – June 30, 2024	\$750	June 30, 2024

The Quarterly Capital Fee is earned throughout the quarter in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Quarterly Capital Fees will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.) herein.

D. Annual Scholarship Fund

A Scholarship Fund paid annually pursuant to the following (the “*Annual Scholarship Fund*”):

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	July 1, 2019 – June 30, 2020	\$500	June 30, 2020
2	July 1, 2020 – June 30, 2021	\$500	June 30, 2021
3	July 1, 2021 - June 30, 2022	\$500	June 30, 2022
4	July 1, 2022 – June 30, 2023	\$500	June 30, 2023
5	July 1, 2023 – June 30, 2024	\$500	June 30, 2024



The Annual Scholarship Fund is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Scholarship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.) herein.

E. Commissions.

Commissions, as a percentage of the actual cash ("*cash in bag*" or "*CIB*") collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, "*Revenue*"), less any applicable taxes, fees or deposits ("*Commissions*"). Such Commissions shall be at the rate(s) set forth below (the "*Commission Rate*") and shall be calculated as follows:

$$(\text{Revenue} - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission Due}$$

Product	Minimum Vend Price	Commission Rate*
12 oz., cans/plastic bottles	\$1.00	35%
20 oz. carbonated/non-carbonated	\$1.75	35%
16 oz. Energy Drinks	\$2.50	35%
20 oz. water	\$1.75	35%
13.7 oz. Starbucks	\$2.75	35%
15.2 oz. Juice	\$2.00	35%
18.5 oz. Lipton Pure Leaf	\$2.00	35%
20 oz. Gatorade	\$1.75	35%
16 oz. Kickstart	\$2.00	35%
15 oz. Starbucks Doubleshot	\$2.75	35%

*Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.

(1) Commissions Payment. Commissions shall be remitted by Pepsi to the Customer within thirty (30) days of the end of each quarterly accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) Change to Commission Rate. Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable



PEPSI BEVERAGES COMPANY

pursuant to Pepsi's policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) **Change to Commission Rate.** Customer acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount.

(3) **Change to Commission Formula.** In addition to the above, Customer agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(4) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Pepsi shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably consistent with applicable vending prices for similar accounts operating in the relative geography.

F. Rebates.

Each Quarter throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the Customer and its Food Service Provider pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the "**Rebates**"). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Quarter during the Term.

Rebate Amount	Applicable Products
\$2.00/Gallon	All Postmix Products
\$2.00/Case	All Packaged Products regardless of pack size

8. ADDITIONAL CONSIDERATION.

In addition to the consideration specified above, and provided Customer is not in breach of this Agreement, Pepsi shall provide the following further consideration to the Customer:

A. Pepsi will provide annual Product donations of up to a total of 35 cases per Month of a combination of 12 oz. carbonated soft drinks and 16.9 oz. bottles of Aquafina water across the Facilities upon request of the Customer; *provided, however*, that the Customer will administer all requests through a central contact so that the Customer may prioritize the requests. Donated product will be delivered to one (1) main area designated by the Customer to be disbursed across Customer Facilities by the Customer. Customer acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

B. Pepsi shall provide the Customer with Gatorade Support with an annual value of \$500 (the "Gatorade Support"). Customer shall be responsible for selection of items and communicate the request tom Pepsi annually. Pepsi shall order the Gatorade items on behalf of the Customer and have items delivered to desired Customer location. Customer acknowledges and agrees that any unused



portion of the value of the Gatorade Support in any Year shall not be carried over to the subsequent Year or be redeemed for cash.

9. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

(1) Pepsi shall, based upon Pepsi's survey of the Facilities' needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the facilities. Pepsi will provide Customer with reasonable, free service to its Equipment. Pepsi will use reasonable commercial efforts to keep the vending machines fully stocked at all times during the Term. Pepsi will maintain Equipment repair call service between 7am – 2am seven days a week. Targeted response time will be between 3 to 4 hours, Monday through Friday, between 8am – 5pm. Outside of these hours, priority will be given to fountain repair requests. Customer agrees to promptly notify Pepsi of any need for repair or service to the Equipment. All Equipment service will be provided during normal business hours. Pepsi will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Pepsi. Pepsi will not be liable for damages of any kind arising out of delays in rendering service. Pepsi will maintain sanitation, cleanliness and general housekeeping of the vending machines in a manner consistent with industry standards. Pepsi shall not be responsible for daily cleaning maintenance of any post-mix fountain dispensers. The frequency of stocking service visits for vending machines will be based upon traffic and sales volume at each vending machine and will be made frequently enough to avoid stock-out conditions in any machine for any beverage offered. Pepsi will replace or refurbish old, outdated vending machines as deemed necessary by Pepsi. Pepsi may retain the risk of loss to its Equipment, but Customer agrees to provide reasonable assistance to Sponsor in apprehending and prosecuting thieves and/or vandals. Customer shall not be responsible for loss or damage to Pepsi's Equipment, unless caused by the Customer's negligence or willful misconduct. Pepsi shall not be obligated to pay commissions on documented revenue losses resulting from vandalism or theft of product or monies with respect to any vending machines. Lost, Stolen or damaged Equipment shall be replaced or repaired at no cost to Customer, provided however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Pepsi shall specifically have the right to remove or move any piece of Equipment.



(3) The Equipment may not be removed from the Facilities without Pepsi's written consent, and the Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the Customer, remove all Equipment from the Facilities at no expense to the Customer.

(4) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

(5) Pepsi, at its sole discretion or upon mutual agreement between the parties, may agree to install magnetic strip card, online or chip card offline readers on Vending Machines placed at the Facilities. If agreed to by Pepsi, Vending Machines in mutually agreed upon locations will be fitted with magnetic stripe card on-line or chip card off-line readers in accordance with a mutually agreed to conversion schedule. If Pepsi has agreed to such installation, then the Customer must comply with the following:

(i) Prior to Pepsi's commitment to provide such Vending Machines, Customer must provide Pepsi with its minimum requirements for such readers;

(ii) Pepsi will not be responsible for any transaction or maintenance fees on the debit card readers affixed to the Vending Machines;

(iii) The Customer shall arrange for the collection of monies from debit card transactions on Vending Machines equipped with debit card readers;

(iv) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall be responsible for providing a weekly report to Pepsi, in a form reasonably satisfactory to Pepsi, detailing the transactions and the dollar amounts grossed during the immediately preceding weekly period through each Vending Machine equipped with a debit card reader;

(v) On or before the first Monday of each month during the Term, the Customer and/or its authorized debit card agent shall remit payment to Pepsi for the monies collected through debit card readers during the immediately preceding monthly period;

(vi) The Customer agrees to indemnify and hold Pepsi harmless from and against losses or costs incurred by Pepsi as a result of any dispute between the Customer and the debit card agent over monies owed to Pepsi for the sale of Pepsi product through the Vending Machines equipped with debit card readers or the failure of the debit card agent to remit payment in a timely manner if the dispute remains unresolved for a period of sixty (60) days.

(6) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.



B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by Customer or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each Customer request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

10. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. Customer's Termination Rights.

Without prejudice to any other remedy available to Customer at law or in equity in respect of any event described below, this Agreement may be terminated by Customer at any time effective thirty (30) days following written notice to Pepsi from Customer if:

(1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or

(2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45) days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; *provided, however*, that such cure is completed to the reasonable satisfaction of Customer within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

(3) In the event that a governmental act, whether legislative, executive, or order of a court of competent jurisdiction substantially limits the sale of all or some of Pepsi's products at the facilities, or

(4) In accordance with Florida Statute 287.0582, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature." In the event sufficient budgeted funds are depleted or unavailable, Customer will promptly notify Pepsi in writing of such occurrence and this agreement will terminate without penalty to Customer.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the Customer if (i) any of the Products are not made available as required in this Agreement by the Customer, their agents or concessionaires; (ii) any of the rights



granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the Customer; or (iv) Customer breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give Customer notice of the event and where applicable (for events within Customer's control), shall provide Customer forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the Customer a reimbursement in accordance with Section D below (Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the Customer meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the Customer by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

C. Additional Termination Rights Available to Pepsi and Customer.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship and Capital Fees and Scholarship Fund in the Event of Termination.

if Pepsi or Customer terminates this Agreement pursuant to Section 10, then Pepsi shall be entitled to from Customer, without prejudice to any other right or remedy available to Pepsi, and Customer shall pay to Pepsi all funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Initial Sponsorship Fee, the amount of such reimbursement shall be determined by multiplying the Initial Sponsorship Fee by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the total number of months within the Term (*e.g.*, 5 year term is 60 months). With regard to the Quarterly Sponsorship and Capital Fees, the amount of such reimbursement shall be determined by multiplying Quarterly Sponsorship and Capital Fees paid in the Quarter in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in such Quarter at the time such termination occurs and the denominator of which is twelve three (3) months. With regard to the Annual Scholarship Fund, the amount such reimbursement shall be determined by multiplying the Annual Scholarship Fund paid in the year in which the agreement is terminated by a fraction, the



numerator of which is the number of months remaining in such Year at the time such termination occurs and the denominator of which is twelve (12).

11. TAXES.

Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

12. CONFIDENTIALITY.

- A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the Customer, the Customer and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "*Representatives*"), as needed.
- B. "*Confidential Information*" shall include all non-public, confidential or proprietary information that Customer or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to Customer or its Representatives in connection with this Agreement. "*Confidential Information*" shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by Customer, Pepsi or their respective Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of Customer or Pepsi.
- C. These Confidentiality provisions and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.
- B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as



expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

- C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue, Customer agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.
- D. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, permits, registrations or other approvals required in order to fully perform its obligations hereunder. In addition, Pepsi agrees that its employees and/or agents will comply with the rules and regulations established by Customer and provided in writing to Pepsi. Pepsi will not permit anything to be done or brought on the Campus by Pepsi's employees or agents which will, in any way, create a hazardous or dangerous condition on the Campus.
- E. If any government restrictions are imposed before delivery of Product, which would necessitate alteration of the material, quality, workmanship, or performance of the items offered by this Agreement, it will be Pepsi's responsibility to notify Customer's Director of Purchasing in writing at once, indicating the specific regulation that required an alteration.

14. INDEMNIFICATION.

- A. Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the Customer's negligence or willful misconduct).
- B. To the extent allowed by Florida Statute 768.28 (2018) and at the limitations of \$200,000 for single claim and \$300,000 in the aggregate as stated therein, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's negligence or willful misconduct). Nothing in this agreement is to be considered as a waiver of any defense or protection under sovereign immunity.
- C. The provisions of this Section shall survive the termination of this Agreement.

15. INSURANCE.

- A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on



PEPSI BEVERAGES COMPANY

a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

- B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
1700 Directors Row
Orlando, Fl. 32809
Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
1111 Westchester Ave
White Plains, NY 10604
Attn: Legal Department

If to Customer:

College of Central Florida
3001 SW College Rd.
Ocala, Fl. 34474
Attn: Director of Purchasing

17. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party; *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of Customer hereto; *provided, however*, that, (x) such affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such affiliate agrees, under a separate agreement acceptable to the other party and signed by such affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto



and their respective permitted successors and assigns. Customer represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the appropriate courts and locations therein without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of Florida. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of Florida in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached thereto, as well as Pepsi's proposal submitted in response to the Customer's ITB # 18-1 are expressly incorporated herein by this reference, and the documents referred to herein shall constitute the final, complete, and exclusive written expression of the intention of the parties hereto with respect to the subject matter hereof and will supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between any party with respect thereto. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of Customer.



22. **RELATIONSHIP OF THE PARTIES.**

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

23. **EFFECT OF HEADINGS.**

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

24. **CONSTRUCTION.**

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

25. **SEVERABILITY.**

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

26. **AMENDMENTS.**

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

27. **COUNTERPARTS.**

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

28. **FURTHER ASSURANCES.**

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.



29. Public Records

IF BOTTLING GROUP, LLC AND ITS AFFILIATES AND/OR RESPECTIVE SUBSIDIARIES COLLECTIVELY COMPRISING PEPSI BEVERAGES COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF §119.0701, FLORIDA STATUTES (2018), TO PEPSICO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: F. JOE MAZUR III, VP ADMINISTRATION AND FINANCE AT (352) 854-2322, EXT. 1637, MAZURF@CF.EDU OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FL. 34474.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

District Board of Trustees of the
College of Central Florida

By: _____

Name: Dr. Jim Henningsen

Title: President

Date: 10/2/19

Bottling Group, LLC

By: _____

Name: Kevin Menden

Title: Key Account Manager

Date: 10/2/19

Exhibit A
Current description & pricing for Postmix Products and Packaged Products
Pepsi Beverages Company
College of Central Florida
2019 Foodservice Pricing
Effective July 1, 2019
2019 Bottle and Can Pricing

<u>Category</u>	<u>Package</u>	<u>Brand</u>	<u>Pack</u>	<u>Case</u>	<u>Unit</u>
				<u>Price</u>	<u>Price</u>
Carbonated Soft Drinks	20 oz.	CSD's	24L	\$ 21.99	\$ 0.92
	16 oz. Can	KickStart	12L	\$ 11.90	\$ 0.99
	12oz Can	CSD's	6pk, 12pk, 24pk	\$ 8.59	\$ 0.36
Hydration	20 oz.	Aquafina	24L	\$ 14.33	\$ 0.60
	1 Liter	Aquafina	15L	\$ 22.72	\$ 1.51
	1 Liter	Life Water	12L	\$ 18.42	\$ 1.54
	700 mL	Life Water	12L	\$ 15.16	\$ 1.26
	20 oz.	Gatorade	24L	\$ 23.03	\$ 0.96
	28 oz.	Gatorade	15L	\$ 23.44	\$ 1.56
Non-Carbonated Beverages	13.7 oz.	Frappuccino	12L	\$ 27.69	\$ 2.31
	20 oz.	Lipton	24L	\$ 21.99	\$ 0.92
	18.5oz	Lipton Pure Leaf	12L	\$ 16.46	\$ 1.37
	20 oz.	Lipton Teas	24L	\$ 21.99	\$ 0.92
	14 oz.	Muscle Milk	12L	\$ 36.02	\$ 3.00
Energy	6.5 oz.	Double Shot	12L	\$ 25.31	\$ 2.11
	15 oz.	Doubleshot	12L	\$ 27.69	\$ 2.31
	16 oz.	Rockstar	24L	\$ 34.00	\$ 1.42
Chilled	12 oz	Tropicana PP	12L	\$ 13.97	\$ 1.16
	12 oz	Tropicana 50	12L	\$ 13.97	\$ 1.16
	12 oz	Tropicana Farmstand	12L	\$ 13.97	\$ 1.16
	15.2 oz.	Naked Smoothie	8L	\$ 22.82	\$ 2.85
Fountain	5 Gal	Carbonated	5G	\$79.50	\$15.90
	5 Gal	Non-carbonated	5G	\$79.50	\$15.90
	3 Gal	Gatorade	3G	\$47.70	\$15.90

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.



Exhibit B

Facilities & Printing Advertising and Additional Rights to be Provided to Pepsi

A. Facilities and Print Advertising.

(1) Facilities Advertising.

Such advertising as may be mutually agreed upon between the parties

(2) Print Advertising.

Such advertising as may be mutually agreed upon between the parties

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Resource Development Department Annual Report 2018-19

INITIATOR: Dr. Jillian Ramsammy, Vice President
Instituional Effectiveness and College Relations

DATE: October 15, 2019

OBJECTIVE AND PERTINENT FACTS:

The fiscal year 2018-19 Resource Development Annual Report is presented to the Board for review.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.



Annual Grant Activity Report for Academic Year 2018-19 Resource Development Department

Overview

The Resource Development department is the college-wide point of contact within the Office of the Vice President of Institutional Effectiveness and College Relations. The department proactively:

- Locates, researches and applies for funds from federal, state, local and private grant opportunities;
- Supports curriculum and course development, acquisition of equipment, faculty development, cultural programs, student financial aid and student support;
- Helps establish timelines for project implementation, including evaluation, reporting and closeout; and
- Ensures that all projects that successfully receive funds meet funder requirements.

Highlights 2018-19

Twenty-five grant applications were submitted for FY 2018-19. Of those, 13 new and 3 continuing grants totaling \$2,735,356 (**4% increase from FY 2017-18**) were awarded to the College of Central Florida. Additionally, 10 opportunities were researched, but did not move forward.

- **Marion County Hospital District: \$62,500** - The Hospital District awarded CF funds to purchase equipment to develop a Telemedicine program.
- **U.S. Department of Education Title IIIA Supplemental – *StartSmart@CF*: \$127,600** - Focuses on enhancing student experience, integrating support services and enhancing teaching and learning.
- **U.S. Department of Education Economic Opportunity Center (EOC): \$315,942** - Focuses on providing counseling and information on college admissions to 1,265 qualified participants each year who want to enter or resume postsecondary education.
- **U.S. Department of Health and Human Services Campus Suicide Prevention: \$98,310** - The project is to bring about systematic and cultural change that will result in better identification of and help-seeking for students at risk of suicide.

Resource Development Department Staff

Matt Matthews, Director

matt.matthews@cf.edu

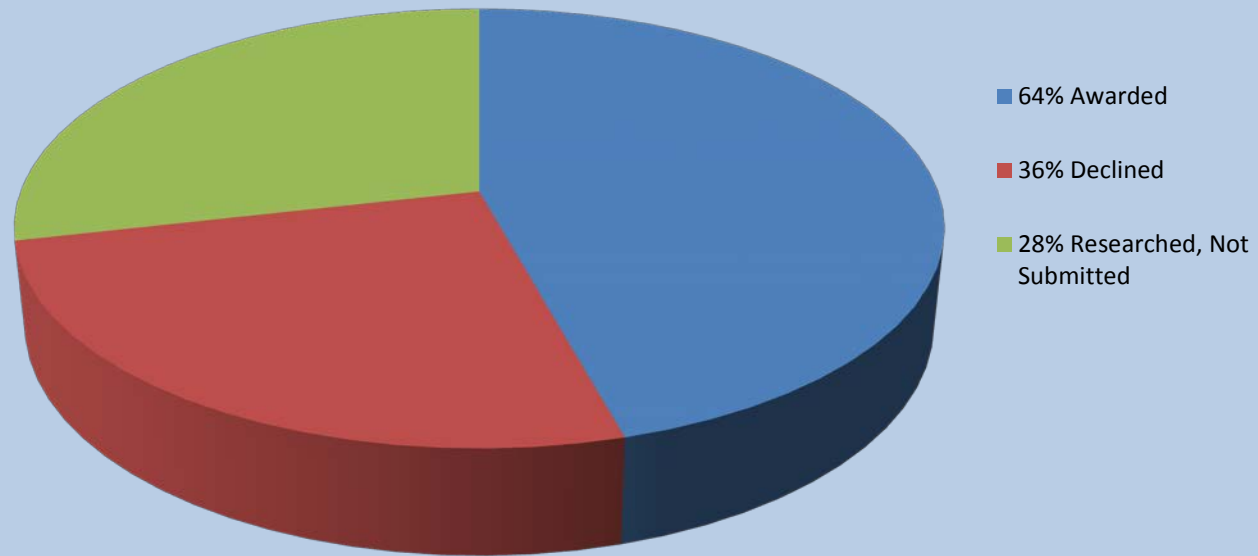
352-854-2322 ext. 1566

Diana Gremanis, Grant Specialist II

gremanisd@cf.edu

352-854-2322 ext. 1221

**College of Central Florida
Resource Development Department
Annual Grant Activity Report for Academic Year 2018-2019**



Total Grant Funds Received - \$2,735,356 (4% increase from FY 2017-18)

25 Grants Submitted

16 Awarded

9 Declined

10 Researched, Not Submitted

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: E-Learning Update

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

Update on E-Learning.

RECOMMENDATION/ACTION REQUESTED:

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

E-Learning 2019 Annual Update

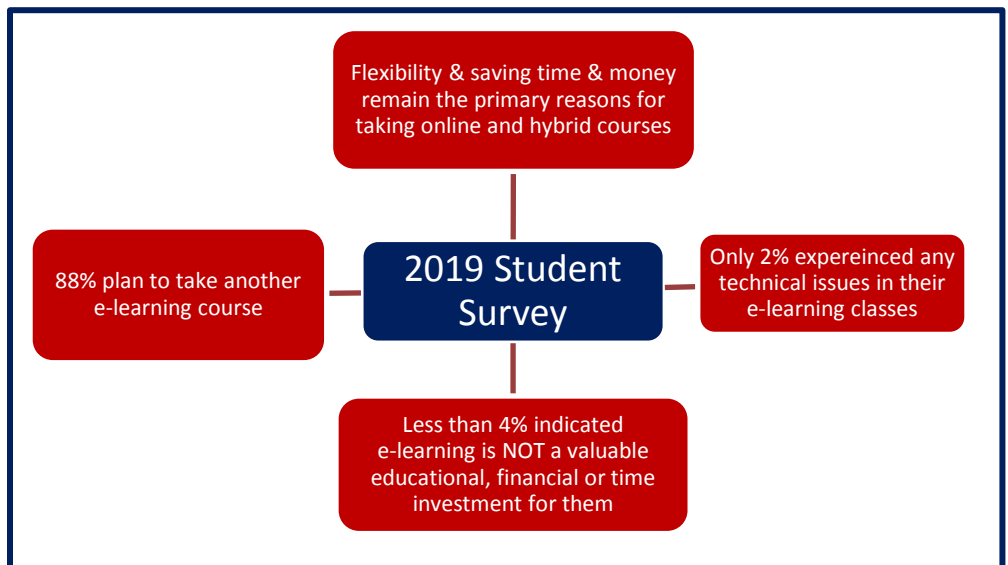
MISSION: *E-learning strives to provide flexible, accessible, quality courses to students who desire an alternative delivery method for learning.*

GOAL 1:
Provide quality online and hybrid courses.

GOAL 2:
Provide equivalent services to online students.

GOAL 3:
Maximize e-learning as a comprehensive educational methodology.

- The average class size of an online class is 24 students. The average class size of a hybrid class is 18 students.
- The average number of online sections is 234 per semester. The average number of hybrid sections is 96 per semester.
- Online headcount has increased 147% and hybrid headcount has increased 292% over the last 10 years.
- Hybrid sections increased by 25% in Fall '19 over Fall '18.



CURRENT FOCUS: Better serving CF students.

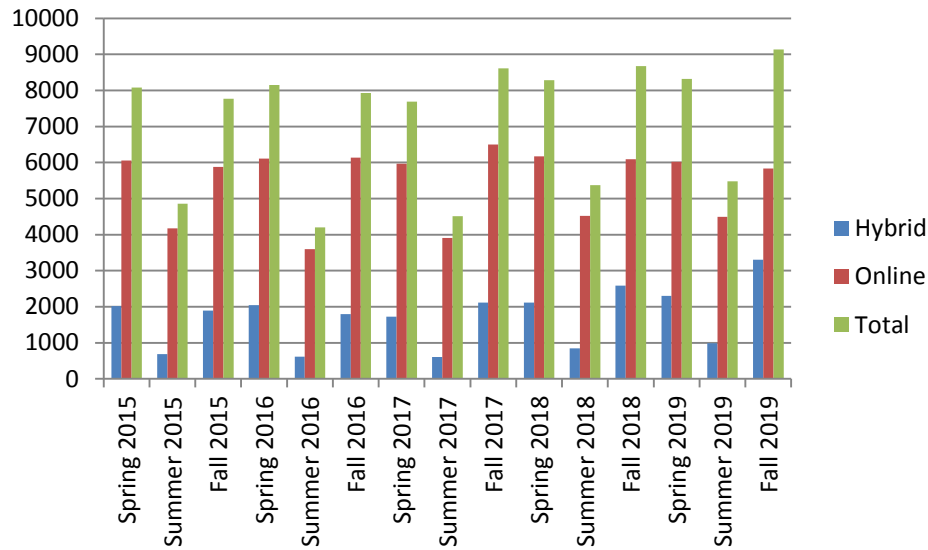
Increased programs available fully online to 20 degrees and certificates

ALL courses use Canvas to post syllabi and record grades

ALL faculty receive training on Digital Literacy & Compliance (ADA, copyright, interactions)

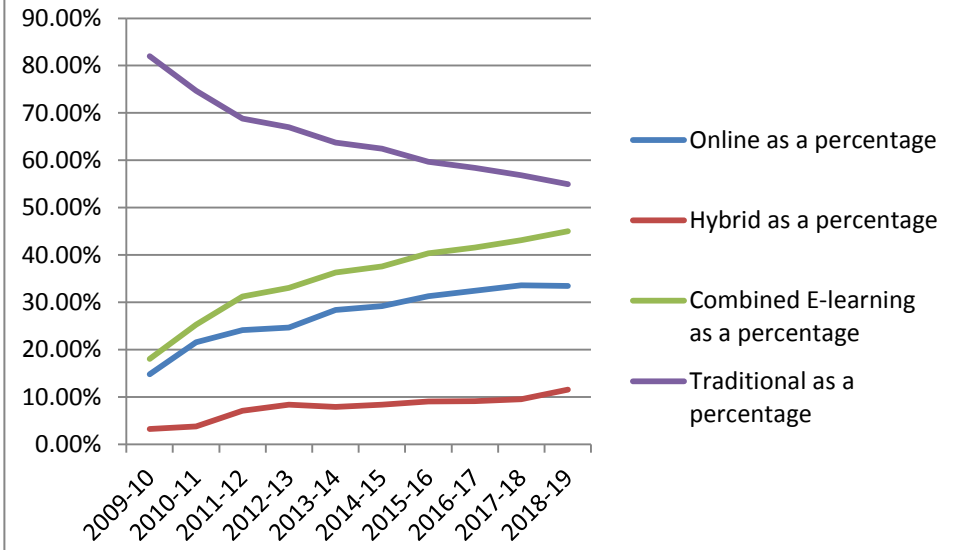
E-Learning faculty receive Quality Matters Quality Standards training and undergo course reviews

E-Learning Headcount



Takeaway: E-Learning Enrollment continues to trend slightly higher, despite college-wide enrollment declines (with greater enrollment in fall and spring).

College Enrollment



Takeaway: E-Learning Enrollment continues to make up a higher percentage of College Enrollment, with hybrids showing more growth over the last year.

E-Learning Success Rates

Year	Traditional Pass %	E-Learning Pass %	Difference
14-15	82.2%	81.9%	-.3
15-16	83.4%	82.2%	-1.2
16-17	84.3%	82.1%	-2.2
17-18	85.0%	83.0%	-2.0
18-19	83.5%	81.2%	-2.3

Takeaway: Student outcomes in traditional and E-Learning courses continue to remain very similar. Individually, hybrid pass rates (85%) remain higher, over traditional (84%) and online (81%) pass rates.

E-learning Withdrawal Rates

Year	Traditional Withdrawals	E-Learning Withdrawals	Difference
14-15	4.1%	4.9%	0.8
15-16	3.0%	4.5%	1.4
16-17	3.1%	4.1%	1.0
17-18	2.5%	3.2%	.7
18-19	3.6%	3.8	.2

Takeaway: Students are continuing to persist in online courses at a more similar rate to traditional courses. Individually, hybrid withdrawal rates (2.7%) remain lower, over traditional (3.6%) and online (3.9%) withdrawal rates.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Study Abroad Proposed Trip for Summer 2020

INITIATOR: Mark L. Paugh
Vice President for Academic Affairs

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

The Study Abroad Faculty Committee is recommending one potential international educational experiences embedded within the course curriculum for students during the Summer 2020 semester:

SEMESTER	DESTINATION	TRAVEL FEES PER STUDENT
Summer 2020	Belize	\$1,480

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the international educational trip as presented.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Curriculum Changes

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

DATE: September 26, 2019

OBJECTIVE AND PERTINENT FACTS:

The Curriculum Committee recommended at its September 26, 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: September 26, 2019

SUBJECT: Approved Curriculum Actions – September 2019

The following Curriculum actions were approved by the Curriculum Committee at its September 26, 2019 meeting, and are awaiting approval by the District Board of Trustees:

Proposal 2019-2 – Jerelyn Zacke

New Courses

- DEH1000 Introduction to Dental Hygiene (3 credits)
- DEH1000L Introduction to Dental Hygiene Lab (1 credit)
- DEH1003 Fundamentals of Dental Hygiene and Instrumentation (3 credits)
- DEH1003L Dental Hygiene Instrumentation Lab (1 credit)
- DEH1800 Dental Hygiene I (2 credits)
- DEH1800L Dental Hygiene Clinic I (3 credits)
- DEH1602 Periodontology I (1 credit)
- DES1051C Dental Pain Control and Local Anesthesia (2 credits)
- DEH1802 Dental Hygiene II (2 credits)
- DEH1802L Dental Hygiene Clinic II (4 credits)
- DEH2804 Dental Hygiene III (2 credits)
- DEH2804L Dental Hygiene Clinic III (4 credits)
- DEH2702C Community Health Dental with Lab (2 credits)
- DEH2806 Dental Hygiene Theory IV (2 credits)
- DEH2806L Dental Hygiene Clinic IV (5 credits)
- DEH2934 Professional Development (2 credits)
- DEH2604 Periodontology II (1 credit)

New Program

- A.S. degree in Dental Hygiene (88 credits)

Course Modifications

- DES2033 Oral Pathology (2 credits)
 - Decrease the credit hours from 3 to 2, which will still meet all the standards set forth and allow the 1 credit remaining to allow for DANB preparations
 - Add DEH1800L as an option for prerequisite
 - Add DEH2804L as an option for corequisite
- DEA1856 Clinic III Seminar (2 credits)
 - Increasing the credit hours from 1 to 2 to allow more time on DANB preparations

2019-2 Continued

- DES1502 Dental Office Management (2 credits)
 - Decrease the credit hours from 3 to 2, which will allow students to have seminar in the second semester to work on materials for the DANB exam
- DEA1151 Dental Psychology and Communications (2 credits)
 - Increase the credit hours from 1 to 2 to allow seminar time to meet accreditation standards
- DES1600 Dental Office Emergencies (1 credit)
 - Remove DEA 1806L as a corequisite
- DES1200 Dental Radiology (2 credits)
 - Remove DEA 1855L as a corequisite
 - Add DEH1000 as an option for prerequisite
- DES1200L Dental Radiology Lab (1 credit)
 - Remove DEA 1855L as a corequisite
 - Add DEH1000 as an option for prerequisite
- DES1051 Dental Pharmacology (2 credits)
 - Change course number to DES1050 to correct error by SCNS. This change is made per SCNS
 - Add BSC2085 as an option for prerequisite
- DES1020 Head, Neck and Dental Anatomy (3 credits)
 - Change corequisites to include option of either DES1800 or DEH1000
- DES1100 Dental Materials (2 credits)
 - Add DEH1000 as an option for prerequisite
 - Add DEH1000L as an option for corequisite
- DES1100L Dental Materials Lab (1 credit)
 - Add DEH1000 as an option for prerequisite
- DES2832C Expanded Functions with Lab (2 credits)
 - Add DEH2804L as an option for prerequisite
 - Add DEH2806L as an option for corequisite

Proposal 2019-11 – Drew Thompson

Course Modification

- CHM1032 Chemistry for the Health-Related Fields (3 credits)
 - Add MGF1106 Liberal Arts Mathematics as a prerequisite option

Please let me know if you need any additional information.

Thank you.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Write-offs for Fiscal Year 2019-2020

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

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

Periodically, the Financial Operations Office reviews all student accounts receivable. As authorized by the State Board of Education Rule 6A-14.078, certain accounts may be written off if approved by the Board. This report is in line with the College's Student Fee Collection Procedure, which addresses state board administrative rules and prior accounting recommendations. Student's financial obligations will continue and the outstanding debt must be paid before they can re-enroll or request transcripts.

For the Board's review, attached are copies of detailed documentation regarding write-offs in the amount of \$108,919.73 which is 1.74% of the related revenue for fiscal year 2019-2020.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees authorizes write-offs in the amount of \$108,919.73 for fiscal year 2019-2020 as reflected on the attached list.

COLLEGE OF CENTRAL FLORIDA
ACCOUNTS RECEIVABLE WRITE-OFF SUMMARY
October 2019

<u>Write-Off Description:</u>	<u>Amount</u>
Tuition and Fees:	\$ 65,722.88
Financial Aid R2T4s	\$ 26,224.80
VA/BFFM/Fee Waiver Chargebacks	\$ 1,980.50
Books:	\$ 14,288.20
Parking Fines:	\$ 210.00
Library Fines:	\$ 493.35
AE Registration Fee	\$ -
NSF	\$ -
Total Write-Offs:	<u><u>\$ 108,919.73</u></u>

(The total Write-Offs are 1.74 % of the related revenue)

**College of Central Florida
Analysis of Write-Offs Previous Years**

School Year	Date Approved By Board	Amount Approved	# of Students	Amount Recovered By Collection Agencies
06-07	2/28/2007	\$ 125,901.45	391	
	5/29/2007	\$ 54,715.22	136	
	total	\$ 180,616.67		\$ 107,311.00
07-08	2/26/08	\$ 114,079.74	321	
	6/17/2008	\$ 88,578.91	232	
	total	\$ 202,658.65		\$ 67,929.00
08-09	10/28/2008	\$ 65,602.85	209	
	2/24/2009	\$ 58,873.37	226	
	6/16/2009	\$ 95,020.72	193	
	total	\$ 219,496.94		\$ 56,647.00
09-10	10/29/2009	\$ 115,171.21	276	
	2/23/2010	\$ 96,636.47	294	
	6/28/2010	\$ 203,410.74	353	
	total	\$ 415,218.42		\$ 73,806.00
10-11	10/26/2010	\$ 298,342.98	602	
	2/22/2011	\$ 227,531.90	481	
	6/21/2011	\$ 239,685.56	471	
	total	\$ 765,560.44		\$ 105,741.00
11-12	10/25/2011	\$ 239,068.65	509	
	2/28/2012	\$ 113,780.09	239	
	6/26/2012	\$ 241,620.49	446	
	total	\$ 594,469.23		\$ 142,296.00
12-13	10/23/2012	\$ 145,171.05	278	
	2/26/2013	\$ 94,979.65	207	
	6/25/2013	\$ 120,584.87	291	
	total	\$ 360,735.57		\$ 96,337.00
13-14	10/23/2013	\$ 102,631.29	281	
	2/26/2014	\$ 73,966.15	147	
	6/25/2014	\$ 130,729.74	241	
	total	\$ 307,327.18		\$ 94,039.00
14-15	10/29/2014	\$ 143,666.44	283	
	2/25/2015	\$ 108,209.88	194	
	6/24/2015	\$ 162,238.45	295	
	total	\$ 414,114.77		\$ 91,834.00
15-16	10/28/2015	\$ 158,341.62	285	
	2/24/2016	\$ 73,309.43	132	
	6/22/2016	\$ 107,528.98	205	
	total	\$ 339,180.03		\$ 103,659.00
16-17	10/28/2016	\$ 57,233.12	106	
	2/22/2017	\$ 122,206.54	199	
	6/28/2017	\$ 128,942.81	190	
	total	\$ 308,382.47		\$ 100,901.00
17-18	10/25/2017	\$ 116,786.81	169	
	2/28/2018	\$ 77,696.08	124	
	6/27/2018	\$ 89,478.26	132	
	total	\$ 283,961.15		\$ 99,846.20
18-19	10/31/2018	\$ 192,744.53	291	
	2/27/2019	\$ 62,408.64	105	
	6/28/2019	\$ 180,736.48	293	
	total	\$ 435,889.65		\$ 99,225.16
19-20	10/31/2019	\$ 108,919.73	183	
	2/27/2020	\$ -		
	6/28/2020	\$ -		
	total	\$ 108,919.73		\$ 40,972.89
Total write-offs and collections		\$ 4,936,530.90		\$ 1,280,544.25

Total recovery as a percentage of total write-offs 25.9%

COLLEGE OF CENTRAL FLORIDA

16

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Appointment to the Appleton Museum of Art Advisory Council

INITIATOR: Dr. James Henningsen

DATE: October 15, 2019

OBJECTIVE AND PERTINENT FACTS:

The Board has the responsibility to appoint members to the Appleton Museum of Art Advisory Council. The following individual is recommended for appointment to a three-year term:

Mr. Brad Rogers

Brad Rogers is a veteran news executive who most recently served as the editorial page editor of the *Ocala Star Banner* from 1999 to 2019. In that position, he also served in numerous roles for various civic and charitable organizations, including the Salvation Army of Marion County, the Children's Alliance of Marion County and the United Way of Marion County, for which he served as its 2014 campaign chairman.

He has been recognized over the years for his contributions to the community, including: the 2013 Indigo Award from the Florida Sierra Club as Florida's top environmental journalist; the 2013 Children's Champion by the Marion County Children's Alliance for ongoing advocacy for children; the 2012 Communicator of the Year by the Marion County Florida Public Relations Association, Ocala Chapter; and the 2015 Frank E. Stafford, Jr. Alumnus of the Year by Leadership Ocala/Marion County. He is also a two-time Pulitzer Prize finalist.

A graduate of the University of Florida, Brad lives in Ocala with his wife, Debbie, who is a veteran middle school teacher. They have two grown children, Caitlin and Cole.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the appointment of the above-named individual to the Appleton Museum of Art Advisory Council for a three-year term.

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Board Policies/Actions

INITIATOR: James Henningsen, Ed.D

DATE: October 23, 2019

BACKGROUND AND PERTINENT FACTS (including Objective):

The following policies were presented to the District Board of Trustees for first reading at the September 25, 2019 meeting. A public hearing on the revised policies was advertised as required by state statute:

- (1) 1.01 Equal Access/Equal Opportunity
- (2) 1.03 Discrimination, Harassment, and Related Misconduct

RECOMMENDATION/ACTION REQUESTED:

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



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: EQUAL ACCESS / EQUAL OPPORTUNITY	Number: 1.01	Page: 1
See Procedures: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, , 1001.64, 1001.65, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Educational Amendments Act of 1972, Section 504 of Rehabilitation Act of 1973, Genetic Information Non-Discrimination Act of 2008, Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. § 1092 (f); § 304, Violence Against Women Reauthorization Act of 2013, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008,	Board Adoption/Revision Approval Dates: 10/19/88, 5/23/00, 10/22/02, 6/21/11, 6/26/12, 1/27/16, Pending 2019	

The College of Central Florida offers equal access and equal opportunity in its employment practices, admissions and educational activities. The college will not discriminate on the basis of race, color, ethnicity, religion, gender, pregnancy, age, marital status, national origin, genetic information, sexual orientation, gender identity, veteran status or disability status in its employment practices or in the admission and treatment of students.

Additionally, neither the college, nor its direct-support organization(s), will expend any funds, regardless of source, to purchase membership in or goods and services from any organization which discriminates on the basis of race, color, ethnicity religion, gender, pregnancy, age, marital status, national origin, genetic information or disability status.

The college will not tolerate discrimination, harassment and/or sexual harassment of students by other students or employees, discrimination, harassment and/or sexual harassment of employees by other employees or students, or discrimination, harassment and/or sexual harassment of students by third parties in any of its programs, activities or employment.

The college will broadly publish and circulate its policy of equal access/equal opportunity by including the policy in correspondence, media communication, and printed material. The college will engage the services of only those professional organizations, employment



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: EQUAL ACCESS / EQUAL OPPORTUNITY	Number: 1.01	Page: 2 of 2
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agencies, contracts or other agents whose policies are in alignment with the equal opportunity policy of the college.



COLLEGE of CENTRAL FLORIDA

POLICY MANUAL

Title: DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	Number: 1.03	Page: 1 of 16
See Procedures: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Legal Authority: Florida Statutes 760.01, 794.011, 1000.05, 1001.02, 1001.64, 1012.855; Title VI and VII CRA of 1964, Amended 1972, Title IX Education Amendments Act of 1972, Section 504 of Rehabilitation Act of 1973, GINA Act of 2008; Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act, 20 U.S.C. Section 1092 (f); Section 304, Violence Against Women Reauthorization Act of 2013, Pregnancy Discrimination Act of 1978, Age Discrimination Employment Act of 1967, Vietnam Veterans Readjustment Assistance Act of 1974, Americans with Disabilities Act of 1990; Americans with Disabilities Act Amendments Act of 2008.	Board Adoption/Revision Approval Dates: Pending 2019	

I. POLICY STATEMENT

- A. The College of Central Florida is committed to providing equal opportunity for employment and educational opportunities to all applicants for employment, employees, applicants for admission, students, and others affiliated with the College, without regard to race, ethnicity, color, national origin, age, religion, disability, marital status, sex/gender, genetic information, sexual orientation, gender identity, pregnancy, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations (collectively referred to as “Protected Status”).

- B. The college strives to be a community in which all members can learn and work in an atmosphere free from all forms of harassment, including sexual harassment, discrimination, intimidation and/or retaliation. This policy prohibits all forms of discrimination and harassment based on Protected Status. It expressly, therefore, also prohibits sexual assault and sexual exploitation, which by definition involve conduct of a sexual nature and are prohibited forms of sexual or gender-based harassment. This policy further prohibits stalking and interpersonal violence, which need not be based on an individual’s protected status. Finally, this policy prohibits complicity for knowingly assisting in an act that violates this policy and retaliation against an individual because of



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POLICY MANUAL

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his or her good faith participation in the reporting, investigation, and/or adjudication of violations of this policy. These behaviors are collectively referred to in this policy as prohibited conduct.

- C. All members of the college community are responsible for conducting themselves in accordance with this policy and other college policies and procedures. College students and employees who violate this policy may face discipline up to and including expulsion or termination.
- D. College community members should be aware that every employee is responsible for making the college aware of any concerns or complaints of discrimination, harassment and/or related misconduct. The college has designated that Equity Officer/Title IX Coordinator as the individual responsible for receiving any information that may indicate discrimination, harassment and/or related misconduct. Sharing this information allows the college to make sure affected individuals receive appropriate support services, track incidents, identify patterns, and protect the college community. An employee's failure to report information or complaints about possible discrimination, harassment and/or related misconduct may result in disciplinary action.
- E. The college has an obligation to make reasonable efforts to investigate and address known or suspected instances of prohibited conduct. To foster a climate that encourages prevention and reporting of prohibited conduct, the college will actively promote prevention efforts, educate the college community, respond to all reports promptly, provide interim protective measures to address safety and emotional well-being, and act in a manner that recognizes the inherent dignity of the individuals involved.
- F. The college, as an educational community, will promptly and equitably respond to reports of sexual assault, interpersonal violence, and stalking in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community. The college recognizes that sexual assault, interpersonal violence, and stalking encompass a broad spectrum of conduct and will respond according to both the severity of the offense and the threat it poses to the campus community.



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POLICY MANUAL

Title: DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	Number:	Page: 3 of 16
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II. PROHIBITED CONDUCT

This policy prohibits all forms of discrimination and harassment based on an individual's protected status, including, race, color, national origin, ethnicity, age, religion, disability, marital status, sex/gender, genetic information, sexual orientation, gender identity, pregnancy, veteran status and any other factor protected under applicable federal, state, and local civil rights laws, rules and regulations. Additionally, this policy prohibits sexual assault, sexual exploitation, interpersonal violence, stalking, complicity, and retaliation.

Prohibited conduct that constitutes discrimination and harassment based on protected status:

1. May be blatant and involve an overt action, threat, or reprisal; or may be subtle and indirect, with a coercive aspect that is unstated but implied.
2. May or may not include intent to harm.
3. May not always be directed at a specific individual.
4. May be committed by anyone, regardless of Protected Status, position, or authority.
5. May be committed by a stranger, an acquaintance, or someone with whom the Reporting Party has a current or previous relationship, including a romantic or sexual relationship.
6. May be committed by or against an individual or by or against an organization or group.
7. May occur in the classroom, in the workplace, or in any other setting.
8. May be a pattern of behavior or, if sufficiently severe, a one-time event.
9. May be committed in the presence of others, when the Reporting Party and Responding Party are alone, or through remote communications, including email, text messages, or social media.
10. May take the form of threats, assault, property damage, economic abuse, and violence or threats of violence.
11. May include harassing or retaliatory behavior directed to a sexual or romantic partner, family member or friend of the Reporting Party.



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Title: DISCRIMINATION, HARASSMENT, AND RELATED MISCONDUCT	Number:	Page: 4 of 16
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III. SCOPE AND APPLICABILITY OF POLICY

A. Individuals Covered

1. This policy and associated procedures apply to the conduct and protect college students, employees, interns, volunteers, and visitors. The non-discrimination provisions also apply to contractors and other third parties under circumstances within the college's control. However, this policy does not apply to complaints concerning performance appraisals, grades, or complaints that are not based on protected status.
2. When used in this policy, Reporting Party refers to any individual who may have been the subject of any prohibited conduct by an individual or organization covered under the policy, regardless of whether the Reporting Party makes a report or seeks action under the policy. Responding Party refers to any individual who has been alleged to have violated the policy.

B. Locations Covered

1. This Policy applies to all prohibited conduct that occurs on campus (including the Ocala Campus, Citrus Campus, Levy Campus, Vintage Farm Campus, Hampton Campus, Appleton Museum, and any other property owned or leased by the college). It also applies to prohibited conduct that occurs off campus, including online or electronic conduct, if the conduct occurs in the context of an employment or education program or activity of the College, has continuing adverse effects on campus, or has continuing adverse effects in an off-campus employment or education program or activity. Examples of covered off-campus conduct include conduct that occurs at college-sponsored events and activities, during study abroad, or in internship programs.
2. In determining whether the college has jurisdiction over off-campus conduct that is not part of an educational program or activity of the college, and in evaluating "continuing adverse effects," the Equity Officer/Title IX Coordinator will consider the seriousness of the alleged conduct, the risk of harm involved, whether both parties are members of the campus community, whether the off-campus conduct is part of a series of actions that occurred both on and off campus, the nature/scope of the



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continuing effect on campus, and whether the alleged conduct has created a hostile environment.

3. Regardless of when, where, and with whom the conduct occurred, the college will offer reasonably available resources and assistance to individuals covered by this policy who report or experience prohibited conduct. In cases of sexual assault, interpersonal violence, and stalking, if the Responding Party is not a member of the college community, the college will also assist the Reporting Party in identifying and contacting external law enforcement agencies and community resources.

IV. DEFINITIONS

Age: The number of years from the date of a person's birth. With respect to employment, individuals who are forty (40) years of age or older are protected from Discrimination and Harassment. There is no age threshold for students or other participants in educational programs or activities.

Coercion/Force: Conduct, intimidation, and express or implied threats of physical or emotional harm that would reasonably place an individual in fear of immediate or future harm and that are employed to persuade or compel someone to engage in sexual contact.

Color: An individual's skin pigmentation, complexion, shade, or tone.

Complicity: Any act that knowingly aids, facilitates, promotes, or encourages the commission of Prohibited Conduct by another person.

Consent: Consent is the communication of an affirmative, conscious, and freely made decision by each participant to engage in agreed upon forms of sexual contact. Consent requires an outward demonstration, through understandable words or actions, which conveys a clear willingness to engage in sexual contact.

Consent cannot to be inferred from silence, passivity, or a lack of resistance, and relying on non-verbal communication alone may



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result in a violation of this Policy. For example, a person who does not physically resist or verbally refuse sexual contact may not necessarily be giving Consent. There is no requirement that an individual verbally or physically resist unwelcome sexual contact for there to be a violation of this Policy.

Consent cannot to be inferred from an existing or previous dating or sexual relationship. Even in the context of a relationship, there must be mutual Consent to engage in sexual contact for each occasion and each form of sexual contact.

Consent to one form of sexual contact does not constitute Consent to any other form of sexual contact, nor does Consent to sexual contact with one person constitute Consent to sexual contact with any other person. Additionally, Consent to sexual contact on one occasion is not Consent to engage in sexual contact on another occasion.

Consent cannot be obtained by coercion, intimidation, threats or force, implied or expressed.

Consent cannot be obtained by taking advantage of a person's mental or physical incapacitation or impairment where the person cannot understand the fact, nature, or extent of the sexual situation.

A person who has given Consent to engage in sexual contact may withdraw Consent at any time. However, withdrawal of Consent requires an outward demonstration, through understandable words or actions that clearly conveys that a party is no longer willing to engage in sexual contact. Once Consent is withdrawn, the sexual contact must cease immediately.

Whether a person has taken advantage of a position of influence over another person may be a factor in determining consent.

Note that generally in Florida, consent cannot legally be given by a minor under the age of 18, with certain specified statutory exceptions.



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Where a student who meets the legal age of consent, there will be a strong presumption that sexual activity between an adult employee and student is unwelcome and nonconsensual.

Disability: A physical or mental impairment that substantially limits one or more major life activities; or a record of such impairment; or regarding an individual as having such impairment. A qualified person with a disability must be able to perform the essential functions of the employment, internship, or volunteer position or the academic or extracurricular program, with or without reasonable accommodation.

Discrimination: Conduct that is based upon an individual’s race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, veteran’s status and any other factor protected under federal, state, and local civil rights laws, rules and regulations and that is sufficiently serious, persistent, or pervasive enough so as to unreasonably interfered with or limit:

- An employee’s or applicant for employment’s access to employment or conditions and benefits of employment;
- A student’s or admission applicant’s ability to participate in, access, or benefit from educational programs, services, or activities;
- An authorized volunteer’s ability to participate in a volunteer activity; or
- A guest’s or visitor’s ability to participate in, access, or benefit from the College’s programs.

Discrimination includes failing to provide reasonable accommodations, consistent with state and federal laws, to a qualified person with a disability

Gender-Based Harassment: Sexual harassment also includes harassment based on gender, sexual orientation, gender identity, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex/gender or sex/gender-stereotyping, even if the acts do not involve



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conduct of a sexual nature. Also included is harassment for exhibiting what is perceived as a stereotypical characteristic for one's sex or for failing to conform to stereotypical notions of masculinity and femininity, regardless of the actual or perceived sex, gender, or sexual orientation of the individuals involved.

Gender Expression/Gender Identity:

An individual's socially-constructed status based on the behavioral, cultural, or psychological traits typically associated with societal attribution of masculinity and femininity, typically related to one's assigned sex at birth. This includes gender expression, which is how someone expresses his or her gender through appearance, behavior, or mannerisms, and gender identity, which is the gender with which an individual identifies psychologically, regardless of what gender he or she was assigned at birth. A person's gender expression may not be the same as his or her gender identity.

Genetic Information:

Information about (i) an individual's genetic tests, (ii) the genetic tests of family members of such individual, and (iii) the manifestation of a disease or disorder in family members of such individual. Genetic Information includes, with respect to any individual, any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services by such individual or any family member of such individual.

Harassment:

A type of discrimination that occurs when verbal, physical, electronic, or other conduct based on an individual's Protected Status interferes with that individual's educational environment, work environment; participation in a College program or activity; or receipt of legitimately-requested services (e.g., disability or religious accommodations) and creates hostile environment harassment or quid pro quo harassment.

Hostile Environment Harassment:

Unwelcome conduct based on protected status that is so severe, persistent, or pervasive that it alters the conditions of education, employment, or participation in a college program or activity, thereby creating an environment that a reasonable person in similar



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circumstances and with similar identities would find hostile, intimidating, or abusive under both a subjective and objective assessment. An isolated incident, unless sufficiently severe, does not amount to hostile environment harassment.

In determining whether hostile environment harassment has been created by an employee towards a student, the following factors may be considered:

- The identity and relationships of people involved;
- The number of individuals involved;
- The type, frequency, and duration of the conduct;
- The location (where and when) of the conduct and the context in which it occurred;
- The degree to which the conduct affected one or more student's education;
- The type and degree of responsibility given to the employee, including both formal and informal authority, to provide aids, benefits, or services to students, to direct and control student conduct, or to discipline students generally;
- The degree of influence the employee has over the particular student involved, including in circumstances in which the harassment took place;
- The age and educational level of the student involved;
- As applicable, whether, in light of student's age and educational level and the way the school is run, it would be reasonable for the student to believe that the employee was in a position of responsibility over the student even if the employee was not; and
- Whether a reasonable person in the student's position would have found the conduct undesirable or offensive.

Incapacitation:

Sleep, unconsciousness, intermittent consciousness, or any other state where an individual is unaware or unable to give make a rational, reasonable decision to consent or appreciate the consequences of his or her consent to sexual contact.



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Incapacitation may also exist because of alcohol or other drugs, and/or mental or developmental disability that impair the ability to consent to sexual contact. In respect to alcohol, evidence of incapacity can come from context clues such as the following:

- A witness or the accused may know how much the other party has consumed;
- Slurred speech;
- Bloodshot eyes;
- The smell of alcohol on the breath;
- Shaky equilibrium;
- Vomiting;
- Outrageous or unusual behavior; and/or
- Unconsciousness

Interim Measures: Actions taken by the college to ensure equal access to its education programs and activities and to foster a more stable and safe environment during the process of reporting, investigation, and/or resolution.

Interpersonal Violence: Physical, sexual, emotional, economic, or psychological actions or threats of actions that a reasonable person in similar circumstances and with similar identities would find intimidating, frightening, terrorizing, or threatening (commonly referred to as domestic violence or dating violence). Such behaviors may include threats of violence to an individual or an individual's family member(s). Interpersonal Violence can encompass a broad range of abusive behavior committed by a person who is or has been:

- In a romantic or intimate relationship with the Reporting Party (of the same or different sex);
- The Reporting Party's spouse or partner (of the same or different sex);
- The Reporting Party's family member; or
- The Reporting Party's cohabitant or household member, including a roommate.



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- National Origin/Ethnicity:** An individual’s actual or perceived country or ethnicity of origin.
- Protected Status:** Consistent with federal, state, and local laws, the college prohibits discrimination and harassment based on race, ethnicity, color, national origin, age, religion, disability, marital status, gender, genetic information, sexual orientation, gender identity, veteran’s status and any other factor protected under applicable federal, state, and local civil rights laws, rules, and regulations.
- Quid Pro Quo Harassment:** Unwelcome conduct based on Protected Status where submission to or rejection of such conduct is used, explicitly or implicitly, as the basis for decisions affecting an individual’s education, employment, or participation in a College program or activity.
- Race:** An individual’s actual or perceived racial or ethnic ancestry or physical characteristics associated with a person’s race, such as a person’s color, hair, facial features, height, and weight.
- Religion:** All aspects of religious observance and practice, as well as belief. A well-formed and thought-out set of beliefs held by more than one individual, which may not necessarily involve belief in a supreme being. The College will accommodate an individual’s observances and practices required by his or her creed, unless it is unable to reasonably accommodate an individual’s creed-required observance or practice without undue hardship.
- Reporting Party:** An individual who makes a report of discrimination, harassment, sexual harassment, sexual assault, sexual exploitation, stalking, interpersonal violence, complicity, or retaliation.
- Responding Party:** An individual who is alleged to have violated the College Policy on Discrimination, Harassment, and Related Misconduct and who is named in a report alleging violation.
- Retaliation:** Acts or words taken against an individual because of the individual’s



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participation in a protected activity that would discourage a reasonable person from engaging in protected activity. Protected activity includes an individual's: (i) good faith participation in the reporting, investigation, or resolution of an alleged violation of this Policy; (ii) opposition to policies, practices, or actions that the individual reasonably believes are in violation of the Policy; or (iii) requests for accommodations on the basis of religion or disability. Retaliation may include intimidation, threats, coercion, or adverse employment or educational actions. Retaliation may be found even when an underlying report made in good faith is not substantiated. Retaliation may be committed by the Responding Party, the Reporting Party, or any other individual or group of individuals.

Romantic Relationships:

Romantic Relationships that might be appropriate in other circumstances are prohibited when they occur between a member of the college and a person for whom that individual has a professional responsibility (for example, an Instructor and a student in their class or an employee and a direct supervisor). Such relationships likely result in an appearance of unfair advantage and abuse of power accruing from the relationship.

Sex/Gender:

An individual's biological status of male or female, including pregnancy. Conduct of a sexual nature is by definition based on sex as a Protected Status.

Sexual Assault/Sexual Contact:

Sexual assault involves having or attempting to have sexual contact with another individual without consent. Sexual contact is the intentional touching or penetration of another person's clothed or unclothed body, including but not limited to the mouth, neck, buttocks, anus, genitalia, or breast, by another with any part of the body or any object in a sexual manner. Sexual contact also includes causing another person to touch his or her own or another's body in a sexual manner. Sexual assault includes, without limitation, sexual battery as defined in Section 794, Florida Statutes.



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Sexual Exploitation: Taking advantage of the sexuality of another person without consent or in manner that extends the bounds of consensual sexual activity without the knowledge of the other individual for any purpose, including sexual gratification, financial gain, personal benefit, or any other non-legitimate purpose. Examples of sexual exploitation include:

- Observing another individual's nudity or sexual activity or allowing another to observe consensual sexual activity without the knowledge and consent of all parties involved;
- Non-consensual streaming of images, photography, video, or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all parties involved;
- Prostituting another individual;
- Exposing one's genitals in non-consensual circumstances;
- Knowingly exposing another individual to a sexually transmitted infection or sexual virus without that individual's knowledge; and
- Inducing incapacitation for the purpose of making another person vulnerable to nonconsensual sexual activity.

Sexual Harassment: Any unwelcome sexual advance, request for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature, when:

- Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's academic work, employment, or participation in any aspect of a college program or activity; or
- Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance, i.e., it is sufficiently serious, pervasive, or persistent as to create an intimidating, hostile, humiliating, demeaning, or sexually offensive working, academic, or social environment under both an objective (a reasonable person's) and subjective (the Reporting Party's) view.



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Sexual Orientation: The inclination or capacity to develop intimate emotional, spiritual, physical, and/or sexual relationships with those of the same or different sex or gender, or irrespective of sex or gender.

Sexual Violence: Sexual violence includes rape, sexual assault, sexual battery, and sexual coercion. All acts of sexual violence are forms of sexual harassment prohibited by Title IX.

Stalking: Repeated, unwanted attention—physical, verbal, or electronic contact—or any other course of conduct directed at an individual that is sufficiently serious to cause physical, emotional, or psychological fear or distress or to create a hostile, intimidating, or abusive environment for a reasonable person in similar circumstances and with similar identities. Stalking may involve individuals who are known to one another, who have a current or previous relationship, or who are strangers. Stalking includes the concept of cyber-stalking, a particular form of stalking which electronic media such as the internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact are used to pursue, harass, or to make unwelcome contact with another person in an unsolicited fashion.

Transgender: An umbrella term for individuals whose gender identity and/or expression is different from cultural expectations based on the sex they were assigned at birth.

Unwelcome Conduct: Conduct is unwelcome if an individual did not request or invite the conduct and regarded the conduct as undesirable or offensive. Acquiescence in the conduct or the failure to complain does not always mean that the conduct was welcome.

In cases involving a student who meets the legal age of consent in his or her state, there will still be a strong presumption that sexual activity between an adult employee and a student is unwelcome and nonconsensual. Subject to the strong presumption that sexual conduct between an adult employee and a student, the following factors are considered in determining welcomeness:



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- The nature of the conduct and relationship of the school employee to the student, including the degree of influence (which could, at least in part, be affected by the student's age), authority, or control the employee has over the student; and
- Whether the student was legally or practically unable to consent to the sexual conduct.

V. IMPLEMENTATION

The President or the President's designee shall establish a complaint procedure that is available to all current students and employees and to those applicants for employment or admission who have reason to believe that they have been discriminated against, harassed, or denied employment or admission on the basis of protected status.

VI. RETALIATION

It is a violation of this policy to retaliate or take reprisal against any person who has filed a complaint or who has complained about discrimination, harassment or sexual harassment based on the fact that the student or employee raised an issue about discrimination, harassment or sexual harassment to his or her supervisor, or any supervisor or manager of the college, to any Dean, Vice President, or administrator, or to any other person, entity, or human rights agency.

VII. CONFIDENTIALITY/PUBLIC RECORDS

1. All information regarding discrimination, harassment, retaliation, and sexual misconduct will remain confidential to the extent possible to provide for an effective investigation, and as allowed by law.
2. Only those individuals necessary for the investigation and resolution of the complaint shall be involved. All parties to the complaint, including witnesses, should treat the matter under investigation with discretion and have respect for the reputation of everyone involved.



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3. Written records developed through the use of this internal complaint process are confidential in accordance with state law until a final determination is made.

VII. FALSE COMPLAINTS

Any person who knowingly files a false complaint of discrimination, harassment, retaliation, or sexual misconduct against another will be in violation of this policy.

VIII. DISCIPLINE

Violation of this policy shall result in appropriate corrective and/or disciplinary action.

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Monthly Financial Summary Report

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

DATE: October 23, 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 SEPTEMBER 30
FOR FISCAL YEARS 2019 AND 2020**

Reflecting Actual Results for 25% of the Fiscal Year

	FY2018-19 9/30/2018	FY2019-20 9/30/2019	%	FY2019-20 Budget	% of Budget Recognized
			Inc (Dec)		
<u>REVENUES</u>					
1 Student Fees	\$ 6,825,043	\$ 6,902,358	1%	\$ 14,405,488	48%
2 State Support	4,463,512	4,856,478	9%	24,226,607	20%
3 Other Revenue	437,757	538,032	23%	2,121,484	25%
4 TOTAL REVENUE	\$ 11,726,312	\$ 12,296,868	5%	\$ 40,753,579	30%
<u>EXPENSES</u>					
Personnel Expense					
5 Salary and Wages	\$ 5,123,385	\$ 5,419,591	6%	\$ 23,423,402	23%
6 Employee Benefits	1,248,611	1,355,393	9%	6,056,902	22%
7 Subtotal Personnel Expense	\$ 6,371,996	\$ 6,774,984	6%	\$ 29,480,304	23%
Current Expenses					
8 Operating	\$ 2,676,210	\$ 2,767,435	3%	\$ 7,503,546	37%
9 Supply & Material	198,143	191,539	-3%	1,098,536	17%
10 Scholarships & Other Exp	312,543	269,532	-14%	2,451,193	11%
11 Subtotal Current Expense	\$ 3,186,896	3,228,506	1%	\$ 11,053,275	29%
12 Capital Outlay Expense	\$ 140,829	\$ 12,390	0%	\$ 220,000	6%
13 TOTAL EXPENSES	\$ 9,699,721	\$ 10,015,880	3%	\$ 40,753,579	25%
14 Increase/Decrease to Fund Balance	\$ 2,026,591	\$ 2,280,988	13%	\$ 0	

COLLEGE OF CENTRAL FLORIDA

September 2019 Financial Summary

Variance Notes

FY 2018-19 TO FY 2019-20

Revenues

Line 1: Decrease in enrollment offset by tuition increase compared to this period last year.

Line 2: State Appropriations increased compared to this period last year.

Line 3: Increase in interest revenue, facilities rental and sales & services for child care compared to this period last year.

Expenses

Line 5: Increase in salary and wages due to one-time non-recurring payment for all employees compared to this period last year.

Line 6: Increase in health insurance and both Social Security and FRS contributions due to non-recurring payment for all employees compared to this period last year.

Line 8: Timing of repair/maintenance technology payments, and increases in property and general liability insurance expenses compared to this period last year.

Line 9: Decrease in materials and supplies compared to this period last year.

Line 10: Decrease in fundable fee waivers for fall FTE exemptions and other expenses compared to this period last year.

Line 12: Decrease in Capital Outlay expenses compared to this period last year.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 30, 2019

SUBJECT: Student Affairs Update

INITIATOR: Dr. Saul Reyes, Vice President for Student Affairs

DATE: October 23, 2019

OBJECTIVE AND PERTINENT FACTS:

Update on student affairs.

RECOMMENDATION/ACTION REQUESTED:

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