
**College of Central Florida
Meeting of the District Board of Trustees
Wednesday, October 29, 2025
3:00 p.m.
Ocala Campus
A G E N D A**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

MEETING MINUTES

1. Adoption of Minutes
-

CONSENT AGENDA

Routine Business

2. Personnel Actions
3. Property Donations/Dispositions

Agreements, Contracts, Leases

4. Health Care Affiliation & Internship Agreements
 5. BayCare Life Management – Renewal Amendment
 6. Citrus County School Board MOU – EMT Training – Renewal
 7. Levy County Firing Range Use Agreement – Renewal
 8. West Coast Christian School Articulation Agreement for College and Career Acceleration 2025-2026 – Renewal
 9. Curriculum Changes
-

OTHER BUSINESS

For Approval

10. Mission (Vision) and Core Values of the College
11. Ocala Campus Chiller Plant Cross-Connect Project

Acknowledge Receipt

12. Financial Information - Monthly Financial Summary Report

For Information

13. Resource Development Department Annual Report 2024-2025
14. Student Enrollment History Report
15. Accreditation Update
16. Legislative Update

BOARD CHAIR/TRUSTEE REMARKS

PRESIDENT'S REPORT

ADJOURNMENT

COLLEGE OF CENTRAL FLORIDA

1

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Minutes of the September 24, 2025 Meeting

INITIATOR: Dr. James D. Henningsen,
President

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

The college requests approval of the September 24, 2025 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 24, 2025.

The Chair called the regular meeting of the Board of Trustees to order at 3:00 p.m. on Wednesday, September 24, 2025 and asked that everyone stand to recite the Pledge of Allegiance. The meeting was held at the Hampton Center.

CALL TO ORDER

Members Present: Charlie Stone, Chair Joyce Brancato, Vice-Chair
 Rusty Branson Bobby Durrance
 Bill Edgar Jose Juarez
 Fred Roberts, Jr. James Henningsen, Board Secretary

PRESENT

Members Absent: None

ABSENT

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 was no public comment, the Chair moved on to the next agenda item.

PUBLIC COMMENT

The Chair asked for any corrections or updates to the minutes of the August 27, 2025 District Board of Trustees meeting. Hearing none, upon a motion by Trustee Durrance second by Trustee Roberts, and unanimously carried, the Board approved the August 27, 2025 meeting minutes as presented and authorized the Chair and President to sign on behalf of the Board.

MINUTES**CONSENT AGENDA****CONSENT AGENDA****Recommend Board approval of the following:****Personnel Report**

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

Operating Fund 1:

Dinkelo Jr, Stuart D. – Financial Aid Specialist II – Citrus – September 16, 2025
 Ross, Craig A. – Trades Specialist – Carpenter – Facilities and Plant Operations – September 16, 2025
 Sandfort, Donna H. – Chief Fiscal Officer – CF Foundation – September 16, 2025
 Vallance, Benjamin K. – Associate Vice President – Information Technology – October 01, 2025

Grants and Contracts – Fund 2: None this reporting period.

Auxiliaries – Fund 3: None this reporting period.

Reorganizations: None this reporting period.

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

Athanason, Kosumo M.	Jones, June B.	Panneflek, Juan P.
Eblan, Phyllis A.	LaMarca-Frankel, Connie	Walker, Jason S.
Goehring, Joseph M.	Murdoch, Margaret M.	Wanamaker, Wayne 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:

Bloom, Nelson J.	Guzman Meredith, Elena	Rosario, Jenna E.
Candelario Montijo, Andrea M.	Larrisey, Jennifer L.	Tew, Thomas D.
Cooksey, Chris T.	Marcum, Karla J.	Thompson, Tiffany D.
Dobbs, Joshua A.	Murray, Brianna M.	Williams, Carl F.
Demirovic, Kari M.	Roland, Heather L.	

Temporary Part -Time Professional / Career Service: OPS

Chapman-Jack, Louise LE	Niles, Charles A.	Valdes, Victoria R.
DeGraw, Jassiah W.	Maldonado, Jhon	Zatko, Annette L.
Hall, Aterrick J.	Malloy, J Maryann	

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 \$15.00:

Amey, Michael J.	Graham, Lamarcus Q.	Ridgway, Chris P.
Baker, Logan M.	Lynch, Chance K.	Thompson, Reahana J.
Davis, Reese KB	Martinez, Jessica M.	Yang, Annie
Dixon, Dillon R.	Patterson, Cianna A.	

Notification of engagement in outside employment or extra college activities:

Haven, III, John S.
Moore-Ambrosia, Jennifer M.
White, David K.

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

Tyler, Elvie N. – Coordinator Resource Development – CF Foundation – September 30, 2025

Resignations:

Bensch, Susan L. – Marketing & Public Relations Specialist – Marketing, Public & Community Relations – August 22, 2025
McClellan, Amber R. – Staff Assistant III – Childcare – September 11, 2025
Reyes, Sharon L. – Executive Administrative Assistant – CF Foundation – September 30, 2025
Velez, Zuevalisse I. – Staff Assistant IV – Academic Advising and First Year Success – September 5, 2025

Terminations: None this reporting period.

Separation due to Internal Transfer – No Break in Service: 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 End of Contract: 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.

Separation from the College - Other:

Smith, Maya – Faculty – Communications – 8/15/2025 – Offer Acceptance Withdrawn

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

Cook Woller, Tanisha D. – Educational Advisor – Academic Advising & First Year Success

Cousino, Jeffrey M. – PC/AV Technician – Information Technology

Gomez, Stephanie G. – Staff Assistant III – Dental Hygiene – Health Sciences

Gonzalez-Vazquez, Griselle E. – Staff Assistant III - Mathematics

Johnson, Nichelle R. – Accounting Specialist III – Financial Operations

Miller, Stuart L. – PC/AV Technician – Information Technology

Shotwell, Jan D. – Business Manager – Athletics

Tranor, Robert W. – Grounds Specialist – Vintage Farm – Facilities and Plant Operations

The Board was asked to approve the disposal of property in accordance with applicable state law, State Board of Education and Board Policy in the amount of \$12,408.92

**Property
Donations/Dispositions**

The Board was asked to ratify approval of two (2) Health Care Affiliation & Internship Agreements and give authorization to the Board Chair, and President to sign the agreements on behalf of the College of Central Florida.

**Health Care Affiliation
& Internship
Agreements**

The Board was asked to ratify the DLR Group - CF Criminal Institute – Change order No. 1 that has been approved by Chair Stone in accordance with the change order resolution procedure approved at the June 25, 2025 board meeting and authorizes the Chair to sign Change Order No. 1. on behalf of the Board.

**DLR Group – Criminal
Justice Institute –
Change Order No. 1**

The Board was asked to approve the addendum to the President's contract as prepared by the college attorney and authorize the Chair to sign on behalf of the Board.

**President's Contract
Addendum**

The Chair presented the Consent Agenda for approval. Upon a motion by Trustee Brancato second by Trustee 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.

**Approval of Consent
Agenda**

Dr. Paugh, Vice President of Academic Affairs presented the Florida College Systems Annual Textbook Affordability report to the Board for approval. After a brief discussion, upon a motion by Trustee Branson, second by Trustee Roberts and unanimously carried, the Board approved the Florida College System Annual Textbook Affordability Report.

**OTHER BUSINESS
Textbook Affordability
Report 2024-2025**

Mr. Prince, Vice President of Administration and Finance presented the Spending Plan for Fund Balance and described the contents and purpose of the report in accordance with Florida Statute Section 1013.841 (2)(b). Upon a motion by Trustee Brancato, second by Trustee Durrance and unanimously carried, the Board approved the Spending Plan for Fund Balance, authorized the Chair to sign on behalf of the board and submit to the state as required.

Spending Plan for Fund Balance

ACKNOWLEDGE RECEIPT

Mr. Prince, Vice President of Administration and Finance, reviewed the highlights and variance analysis of the Monthly Financial Summary Report of revenues and expenses for the period ending August 31, 2025. The report also included additional financial information about all operating funds at the college and a FY comparison from 2024 to 2025 as requested. The Chair acknowledged receipt of the reports on behalf of the Board.

Financial Information- Monthly Financial Summary Report

Mr. Prince, Vice President of Administration and Finance, presented the College's unaudited Annual Financial Report (AFR) for the period ending June 30, 2025. 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.

Annual Financial Report

FOR INFORMATION ONLY

Dr. Stephanie Cortes, Associate Vice President for Health Sciences gave an update on the Hampton Center including the history of the Center, programs, current cohorts, class statistics and partnerships.

Hampton Center Updates

There were no Board comments at this time.

BOARD CHAIR/TRUSTEE COMMENTS

Dr. Henningsen presented the President's Report to the board beginning with the U.S. News & World Report 2026 Best Colleges List ranking CF 160 out of 1700 nationally, Lightcast ranking Ocala # 14 in the nation for talent attraction, University of Florida/IFAS visit to Wilton Simpson Citrus Campus with Representative Grow as guest speaker and other good news and achievements of the college over the last month. Trustee Brancato inquired about the Clothing Closet Club and how to make donations.

PRESIDENT'S REPORT

All Trustees received an updated copy of the DBOT Trustee Handbook and Legislative Priorities summary for 2026.

Next Board Meeting. Our next meeting will be held **Wednesday, October 29, 2025 at 3 p.m.** on the Ocala Campus.

Next Board Meeting

There being no further business to come before the Board, Chair Stone adjourned the meeting at 3:41 pm.

ADJOURNMENT

Charlie Stone, Chair

James D. Henningsen, Secretary

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Personnel Actions

INITIATOR: Jennifer Klepfer
Director of Human Resources

THROUGH: Charles A. Prince
Vice President, Administration & Finance

DATE: October 22, 2025

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 29, 2025 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:

Bustamante, Iris B. – Human Resources Generalist – Human Resources – October 01, 2025
Forde, Christine C. – Employment Specialist – Instructional – Human Resources – October 01, 2025
Gleason, Misty B. – Talent Acquisition Coordinator – Human Resources – October 01, 2025
Guess, Pattie A. – Benefits Manager – Human Resources – October 01, 2025
Kelly, Sonya G. – Executive Administrative Assistant – CF Foundation – October 01, 2025
Ross, Craig A. – Trades Specialist – Carpenter – Facilities and Plant Operations – September 16, 2025

Grants and Contracts – Fund 2:

Boynton, Susan T. – Coordinator – Resources Development – Annual fund and Alumni – CF Foundation – October 16, 2025

Auxiliaries – Fund 3:

None this reporting period.

Reorganizations:

Human Resources – Effective October 1, 2025

Gleason, Misty B. – Reclassification with Job Title Change from Human Resources Specialist to Talent Acquisition Coordinator
Bustamante, Iris B. – Position Change from Human Resources Coordinator to Human Resources Generalist
Guess, Pattie A. – Position Change from Coordinator – Benefits & Special Projects to Benefits Manager
Forde, Christine C. – Appointment to Employment Specialist – Instructional

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

Nance, Simon P.

Wright, Margaret Faustina

Younge, Khalil I.

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:

Boatright, Tara L.
Crooks, Daniel
Estep, Marcell L.

Gigliotti, Nicholas R.
Hallman, David King J.
Leinas, Lori B.

Sullivan, Ryan M.
Maxson, Christopher P.

Temporary Part -Time Professional / Career Service: OPS

Bensch, Susan L.
Morris, III, John H.

Norcross, Jonathan K.
Williams, Starsun E.

Zamudio, Victoria I.

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 \$15.00:

Baker, Logan M.
Cavalier, Estella R.
De Guzman, Erin Gwyneth M.
Geering, Tai A.
Granger, Destiny S.

Jazadar, Jevaughn A.
Joseph, Matthew S.
Lynch, Chance K.
Patterson, Cianna A.

Robley, Kapri A.
Rodriguez, Tabatha C.
Silva, Christian U.
Smith, Deedee S.

Notification of engagement in outside employment or extra college activities:

Douglass, Tavis L.
Sampson, Eric A.
Sepulveda, Thelma Linda

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

Moody, Cynthia M. – Faculty – Business, Technology and Agricultural Sciences – October 31, 2025

Resignations:

Dinkelo Jr, Stuart D. – Financial Aid Specialist II – Student Affairs – Citrus – October 02, 2025
Patel, Ekta H. – Programmer Analyst II – Information Technology – September 19, 2025
Roskovich, Leslie M. – Educational Advisor – Academic Advising & First Year Success – October 17, 2025
Tackett, Joshua W. – Trades Specialist – HVAC – Facilities and Plant Operations – October 02, 2025

Terminations:

None this reporting period.

Separation due to Internal Transfer – No Break in Service:

Boynton, Susan T. – Donor Relations Specialist – CF Foundation – October 15, 2025
Bustamante, Iris B. – Human Resources Coordinator – Human Resources – September 30, 2025
Forde, Christine C. – Human Resources Assistant – Human Resources – September 30, 2025
Gleason, Misty B. – Human Resources Specialist – Human Resources – September 30, 2025
Guess, Pattie A. – Coordinator – Benefits & Special Projects – Human Resources – September 30, 2025

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 End of Contract:

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.

Separation from the College - Other:

None this reporting period.

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

None this reporting period.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Property Donations/Dispositions

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

DATE: October 22, 2025

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: **19**

Total: **\$60,263.84**

Wed Oct 15 2025
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08:44
CFdispose2

College of Central Florida

ASSET DISPOSALS REPORT

School Tag Disposal # Date	Acquired Description Price	Dept. Respon.	Acquired Date	Disposal Code
0000007723 2,556.80	SWITCH, 3550	CS	11/12/2003	PBA
0000009251 25,614.00	VEHICLE, CAR, 2007 CROWN VIC #3138	CJI	06/28/2007	PBA
0000009594 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000009595 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000009596 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000009597 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000009598 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000009599 1,263.32	SPECTROPHOTOMETER, PORTABLE	SCI	04/30/2008	PBA
0000010103 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010104 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010107 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010110 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010111 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010115 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010116 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010117 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010119 1,079.00	COMPUTER, LAPTOP THINKPAD R500	BT	09/02/2009	PBA
0000010566 9,852.12	TOPDRESSER 2500, TORO	GROU	09/14/2011	PBA
0000011841 4,950.00	VEHICLE, FORD, 2006 PASS VAN #3150	CJI	02/15/2018	PBA

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19 Records for a Total
60,263.84

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Health Care Affiliation & Internship Agreements

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

DATE: October 22, 2025

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
AdventHealth West Florida Division	10/06/2025
SimonMed Imaging – New	09/29/2025

RECOMMENDATION/ACTION REQUESTED:

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

**NON-EXCLUSIVE MASTER EDUCATIONAL AFFILIATION AGREEMENT
(For Educational Programs not requiring Physician Supervision)**

ADVENTHEALTH WEST FLORIDA DIVISION

THIS NON-EXCLUSIVE MASTER EDUCATIONAL AFFILIATION AGREEMENT ("Agreement"), entered into and effective August 1, 2025 (the "Effective Date"), is between DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, a [STATE COLLEGE] (hereinafter the "Academic Institution") and the following Florida not-for-profit corporations (each an "Entity" and collectively the "Entities"), all of which are members of AdventHealth, and doing business as AdventHealth West Florida Division:

- University Community Hospital, Inc. d/b/a AdventHealth Tampa, which includes AdventHealth Brandon ER ("AHT");
- University Community Hospital, Inc. d/b/a AdventHealth Carrollwood, which includes AdventHealth Westchase ER ("AHCW");
- University Community Hospital, Inc. d/b/a AdventHealth Connerton ("AHC");
- Tarpon Springs Hospital Foundation, Inc. d/b/a AdventHealth North Pinellas, which includes AdventHealth Palm Harbor ER ("AHNP");
- Pasco-Pinellas Hillsborough Community Health System, Inc. d/b/a AdventHealth Wesley Chapel, which includes AdventHealth ER Central Pasco ("AHCW");
- Florida Hospital Zephyrhills, Inc. d/b/a AdventHealth Zephyrhills ("AHZ");
- Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Sebring, and AdventHealth Lake Placid ("AH Sebring");
- Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Wauchula ("AH Wauchula");
- Florida Hospital Dade City, Inc. d/b/a AdventHealth Dade City ("AHDC");
- Florida Hospital Ocala, Inc. d/b/a AdventHealth Ocala, which includes AdventHealth Timber Ridge ER and AdventHealth Belleview ER ("AHO");
- AdventHealth Polk North, Inc. d/b/a AdventHealth Heart of Florida, which includes AdventHealth Four Corners ER and the AdventHealth Winter Haven ER ("AHHOF");
- AdventHealth Polk South, Inc. d/b/a AdventHealth Lake Wales ("AHLW");
- AdventHealth Riverview, Inc. d/b/a AdventHealth Riverview ("AHR");
- AdventHealth Port Charlotte, Inc. d/b/a AdventHealth Port Charlotte, which includes AdventHealth Cape Coral ER ("AHPC"); and
- Florida Hospital Physician Group, Inc. d/b/a AdventHealth Medical Group ("AHMG").

Entities and Academic Institution may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, Academic Institution provides educational instruction in certain clinical and nonclinical healthcare fields at one or more physical campuses and/or through online programs (collectively the "Programs") to individuals who are students of Academic Institution and enrolled in one or more Programs at Academic Institution (hereinafter referred to as "Students"), and such Students are required to obtain onsite training and experience as part of their educational training;

WHEREAS, Academic Institution seeks to engage Entity to provide experiential learning experiences, including both non-clinical and precepted clinical Educational Experiences for its Students;

WHEREAS, Entity is willing to provide Students access to Entity facilities and staff for approved onsite training and experiences, both clinical and non-clinical (hereinafter referred to as "Educational Experiences") in recognition of the need of Academic Institution to secure clinical and business sites that will provide Students required training experiences; and

WHEREAS, it is to the benefit of both Academic Institution and Entity to cooperate to encourage the educational preparation of Students so as to promote development of a competent and robust health care workforce and to provide maximum utilization of community resources.

NOW, THEREFORE, in consideration of mutual promises set forth herein and other good and valuable consideration, Academic Institution and Entity agree as follows:

1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
2. **Agreement of Parties.** Students enrolled in a Program at Academic Institution who are accepted in writing by an Entity and who are in good standing with Academic Institution may participate in an Educational Experience at an Entity. Entity may determine in its sole and absolute discretion whether to host a Student for a given Program and/or whether to accept a given Student. Entity's acceptance of such Student(s) must be in writing (email is acceptable), signed by the appropriate Entity Officer (or his/her designee), and must specify the dates of the training.
3. **Term and Termination.** The term of this Agreement shall be for four (4) years beginning on the Effective Date and ending on its fourth anniversary. This Agreement may be renewed or extended upon mutual written agreement of the Parties. It may be terminated for cause by any Party upon thirty (30) days prior written notice of a material breach by the other Party, provided such breach is not cured within such thirty (30) day period. This Agreement may be terminated by any Party without cause upon at least ninety (90) days prior written notice. The Agreement may be terminated as to one Entity by Academic Institution or by that Entity without affecting the Agreement's continuing validity as to all other Entities. Notwithstanding the foregoing, however, a Student currently participating in an Educational Experience at the time of termination without cause shall be given the opportunity to finish the Educational Experience at Entity, provided that this protection does not alter Entity's rights under Section 4(m) hereof.
4. **Responsibilities of Entity.** In accordance with the terms and conditions of this Agreement, Entity agrees to provide premises, facilities, staff, and services to support an approved Educational Experience and when appropriate as determined within its sole discretion, to appoint a member of Entity staff to serve as the Student's preceptor ("Preceptor"). Entity shall:
 - a) Be solely responsible for any and all appointments to its Medical Staff.
 - b) Cooperate with Academic Institution in a mutually agreeable manner in enforcing Academic Institution's policies and procedures related to Student performance and Student conduct, provided that such policies and procedures do not conflict with Entity's policies and procedures. In the event of a conflict, Entity's policies and procedures will control.

- c) Endeavor to comply with all applicable requirements of any accreditation authority over Entity and certify such compliance upon request by Academic Institution.
- d) Permit the authority responsible for accreditation of Academic Institution's curriculum to evaluate for consistency with institutional purpose, vision, values and mission of the facilities, services and all other items provided by Entity upon reasonable advance notice.
- e) Accept Students for Educational Experiences, the number of which shall be determined at the sole discretion of Entity, based upon Entity's ability to develop an experience for Students that will satisfy the educational requirements of their Program, including space, appropriateness, and availability of approved preceptors, and any other considerations as solely and absolutely determined by Entity.
- f) Each Entity shall designate a person(s) to serve for Entity as liaison(s) (hereinafter the "Entity Liaison"), who will:
 - (1) Cooperate with Academic Institution's coordinating faculty members (hereinafter the "Faculty") in planning of Educational Experiences and patient care assignments. If requested in writing by Academic Institution, Entity shall use commercially reasonable efforts to facilitate the on-campus, in-person involvement of Faculty (the "On-Site Faculty") in conduct of the Educational Experience. The Parties agree, however, that involvement of On-Site Faculty in an Educational Experience is in the sole and absolute discretion of entity.
 - (2) Meet with Academic Institution's Faculty as needed to discuss the quality of the Educational Experiences and any problems which may have arisen in the provision of those experiences; and
 - (3) Use commercially reasonable efforts to provide Preceptors for any Educational Experience for which Academic Institution requests Preceptors reasonably in advance of the Educational Experience. Preceptors selected by Entity for an Educational Experience will meet such experience, licensure, and skills requirements as are mutually agreed upon by Academic Institution and entity. Entity Liaison will work with Faculty in determining the assignment of Entity Preceptors within the Educational Experience(s).
- g) At Entity's discretion, invite appropriate members of the Faculty to participate in Entity meetings or communications when matters to be discussed will affect or are related to the Educational Experience and/or Students.
- h) Provide Students and On-Site Faculty with an orientation of Entity's facilities, or orientation packets about Entity, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to Entity's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.

- i) Provide supervised Educational Experiences for Students that fulfill the curriculum requirements of Academic Institution and meet the objectives agreed upon by Academic Institution and Entity.
- j) Allow On-Site Faculty (if any) access to the Facilities for the purposes of coordinating, observing and instruction of Students engaged in Educational Experiences.
- k) Plan, administer, supervise, and retain total responsibility for all aspects of business operations and patient care.
- l) Provide On-Site Faculty (if any) and Students with emergency care for injuries or illnesses of an acute nature incurred while at Entity. Emergency treatment provided to On-Site Faculty or Students for any injuries incurred at an Entity facility during an Educational Experience must be paid for through the On-Site Faculty's or Student's personal health insurance plan or through his/her own resources. Personal health insurance coverage for any Faculty or Student is not the responsibility of Entity.
- 1) Not guarantee it will place or maintain placement of any Student at Entity for temporary or permanent employment.
- m) In its sole and absolute discretion at any time, summarily relieve a Student or On-Site Faculty from a specific assignment at an Entity facility, or require that a Student or On-Site Faculty leave a patient care area or withdraw any Student or On-Site Faculty from its facilities whose conduct or work with patients, personnel, or medical staff is not in accordance with the policies and procedures of Entity or is detrimental to patients or others. Entity shall use reasonable efforts to notify Academic Institution of any Student or On-Site Faculty whose work or conduct with clients, patients or personnel is not, in the opinion of Entity, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Entity's operation. Academic Institution agrees to immediately communicate and implement as appropriate Entity's determination to withdraw such Student or On-Site Faculty from Entity's facilities.
- n) Entity acknowledges Academic Institution is subject to the Family Educational Rights and Privacy Act ("FERPA") and that personally identifiable information of a student disclosed by Academic Institution to Entity is (1) Confidential and subject to FERPA; (2) not to be redisclosed without the prior written consent of the student except as provided below; and (3) to be viewed only by individuals who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in the clinical, practicum or internship program at Entity. Entity may redisclose the student's information ("Student Information") provided to Entity by Academic Institution if required by a State, Federal, or accreditation agency investigating the care provided to a patient of Entity based on the belief that the Student Information may be relevant to the investigation. Absent the foregoing, Entity may not redisclose Student Information without the prior written consent of student. For the purposes of this paragraph, Entity acknowledges that the fact that a Student is mentioned in a record or report generated and/or maintained by Entity in the normal course and scope of its operations, and not created or maintained by Academic Institution, may not necessarily cause such record or report to be considered a "student education record".

5. **Responsibilities of Academic Institution.** Academic Institution shall:

- a) Be solely responsible for appointments to its faculty.
- b) Provide course outlines to Entity that include objectives, goals and classes for each Educational Experience.
- c) Provide a contact person at Academic Institution with authority over the Program(s) for which each Student is training (the “Academic Institution Liaison”).
- d) Provide a letter of good standing to Entity indicating that prior to his/her participation in the Educational Experience each Student, and On-Site Faculty (if any), meets the following requirements:
 - (1) Student has had a general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities).
 - (2) Student and On-Site Faculty (if any) meet the requirements of AdventHealth workforce immunization policy, which policy shall be provided to Academic Institution upon request. Academic Institution will maintain required immunization records in support of the letter of good standing.
 - (3) Student and On-Site Faculty (if any) have undergone a criminal background check of local, state, and federal records. The criminal background check must include all cities, counties, and states in which the Student or On-Site Faculty has resided or worked in at any time during the past seven (7) years. Academic Institution shall disqualify any Student or On-Site Faculty whose criminal background does not meet the requirements of Exhibit B (“Disqualification Guidelines - Criminal Background”). Additionally, Academic Institution will not send any Student who would be disqualified pursuant to Florida Law and Entity’s policy to participate in an Educational Experience. Provided however, Entity retains the ultimate right to determine if a Student/On-Site Faculty shall participate in an Educational Experience. Student has successfully passed a 9-panel Drug Screen prior to the commencement of an Educational Experience. The 9-panel drug test shall screen for Cannabinoids, Methaqualone, Barbiturates, Benzodiazepines, Methadone, Propoxyphene, Amphetamines, Cocaine, Opioids, and Phencyclidine.
- e) Student has passed an Office of Inspector General (“OIG”) check. Academic Institution shall not refer any Student or On-Site Faculty who have been suspended or disbarred from any applicable federal payer program.
- f) License or Certification - Academic Institution shall not refer Students whose medical license or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. If such sanctions resulted from controlled substance use, and the Student has successfully completed a rehabilitation program, Academic Institution may refer them so long as they undergo periodic substance abuse testing determined by Entity facility.

- g) Present Students for Educational Experiences who have adequate preclinical instruction and who in the opinion of the Faculty have adequately fulfilled the preclinical requirements for the Educational Experience.
- h) Provide Entity in writing the names of the Students assigned by Academic Institution to participate in the Educational Experience prior to the beginning of the Educational Experience.
- i) Provide the services of a Faculty member or other Academic Institution liaison who will:
 - (1) Plan, in conjunction with staff member(s) of Entity, the Educational Experiences that will fulfill the educational requirements of the Program curriculum; and
 - (2) Meet with staff member(s) of Entity as necessary to discuss the quality of the Educational Experiences and any problems which may have arisen in the provision of those experiences.
- j) Require Students to comply with the applicable policies and procedures of Entity as well as all applicable federal, state, and local laws, rules and regulations during the course of their participation in the Educational Experience.
- k) Require Students to obtain prior written approval of both Entity and Academic Institution before publishing any material related to the learning experience provided under the terms of this Agreement.
- l) Establish and maintain for each Educational Experience, curriculum standards and educational policies that meet Academic Institution standards and applicable licensing and accreditation requirements.
- m) Retain overall responsibility for Students and administer, organize, and operate the overall educational program and retain responsibility for the education of Students in and for Academic Institution's program curriculum, its design, delivery, and quality.
- n) Require Students to provide and wear the necessary and appropriate uniform while on duty at Entity, including the required Academic Institution identification badge. Students not wearing appropriate identification will not be allowed to conduct training at Entity facilities.
- o) Require Students and Faculty to maintain the confidentiality of all records or information exchanged in the course of the Educational Experience in accordance with Entity policies and all applicable federal and state laws, rules and regulation, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Solely for purposes of HIPAA, Students shall be considered part of Entity's workforce.
- p) Will not guarantee it will place or maintain the placement of any Program Students at Entity.

- q) Upon receipt of Entity's notice of a Student or other Educational Experience participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Entity's operations, evaluate such Student's or Educational Experience participant's conduct and take appropriate action. It is understood that, if Entity takes action under provisions of Section 4(m) above, that the Student or Educational Experience participant's participation in the Educational Experience at Entity shall immediately cease, subject to being resumed only with the mutual written agreement of Academic Institution and Entity.
- r) Provided, however, if a Student or On-Site Faculty is a current clinical employee of an Entity, he/she is not required to undergo a physical exam, criminal background check or drug screen as otherwise would be required by subsections 5(e) and 5(f) above.

6. Status of Parties and Students.

- a) The relationship of Entity to Academic Institution hereunder shall be that of an independent contractor and not an agency, employment, joint venture or partnership relationship. Neither Party shall have the power to bind the other Party or contract in the name of the other Party. All persons employed by a Party in connection with this Agreement shall be considered employees of that Party and shall in no way, either directly or indirectly, be considered employees or agents of the other Party.
- b) No Student in the Educational Experience will be deemed to be an employee, agent or volunteer of Entity by virtue of participation in the Educational Experience, nor will Entity be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students while participating in the Educational Experience. Further, no Student will be covered under Entity's Workers' Compensation, social security, or unemployment compensation programs while participating in the Educational Experience.

7. Insurance. As determined by its status as (a) private educational entity, (b) public educational entity of the State of Florida, (c) public educational entity of another state or (d) an educational entity that requires its students to provide their own insurance coverage for Educational Experiences, Academic Institution agrees to meet the applicable insurance coverage requirements described below in subsections (a) – (d), for itself, its employees, agents, servants, faculty, and Students:

- a) Private Educational Entity. If Academic Institution is a non-governmental entity, including but not limited to a corporation, limited liability company, partnership, trust, or professional association, Academic Institution shall maintain both general liability insurance and professional liability insurance, each in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for the term of this Agreement. For the avoidance of doubt, Academic Institution shall maintain separate limits of insurance as described herein, applicable individually to Academic Institution and to each Student, and limits shall not be shared among them. If insurance coverage is provided on a claims-made basis, Academic Institution shall obtain equivalent "tail" coverage surviving termination of this Agreement by at least two (2) years and extending to all periods during which each Student was present on Entity campus pursuant to this Agreement. Academic Institution shall not maintain a wasting or location-specific policy that would result in a diminution of available coverage to

meet the requirements described herein. Academic Institution shall obtain this insurance from a carrier and in a form reasonably satisfactory to AdventHealth West Florida Division. Academic Institution shall provide Entity with a certificate(s) of such insurance coverage prior to the Effective Date of this Agreement and at any subsequent date during the term of this Agreement upon Entity's request. Academic Institution shall notify Entity in writing of any and all incidents, untoward occurrences, notices or claims made arising out of the activities of its Student(s) at Entity under this Agreement as soon as Academic Institution becomes aware of this information and shall cooperate in any investigation and in the defense of any incidents, untoward occurrences, notices and claims. Academic Institution and Entity agree that it is in their mutual interest when a claim or suit arises to determine an equitable apportionment of liability among the named parties. Both parties agree that in the event a claim or suit arises in which Academic Institution (or its Student(s)) and Entity (or its affiliated entities) are jointly named defendants they will work in good faith through their designated representatives to determine an equitable apportionment of liability and cooperate in the resolution of the claim or suit.

- b) Public Entity of the State of Florida. If Academic Institution is a public instrumentality of the State of Florida and is therefore afforded the protection of the state's sovereign immunity, subject to the limited waiver of sovereign immunity set forth in section 768.28 of the Florida Statutes, any action against Academic Institution must be filed in accordance with and subject to the limitations contained therein. Academic Institution warrants and represents that it participates in appropriate programs of insurance. Such insurance for Academic Institution and its Students, faculty, employees, servants, and agents will be maintained at levels to conform to the waiver of sovereign immunity set forth in Florida Statute, see section 768.28, Fla. Stat. Academic Institution shall obtain insurance and/or participate in a self-insurance plan to provide protection to Students who are engaged in approved courses of study and training programs. This program of insurance and/or self-insurance shall provide Students and Faculty of Academic Institution general liability protection, including professional liability protection, at limits of \$1,000,000 per occurrence when the Student is not subject to the immunity as described in section 768.28, Florida Statutes. Academic Institution shall provide Entity with a certificate of insurance evidencing such coverage(s) upon Entity's request. Academic Institution shall give Entity written notice of at least thirty (30) days to any changes, modification, cancellation, or non-renewal of such insurance.
- c) Public Entity of Another State. If Academic Institution is a public entity of another state, Academic Institution will be responsible for the acts and omissions of its employees, contractors, servants, agents, Students and Faculty arising hereunder. Academic Institution shall maintain a comprehensive program of self-insurance and/or commercial insurance, covering property, casualty, and liability exposure. Academic Institution agrees that it shall maintain both general liability insurance and professional liability insurance (which may be self-insurance), which coverage shall apply to Students and Faculty during an Educational Experience at Entity, each in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. For the avoidance of doubt, Academic Institution shall maintain separate limits of insurance as described herein, applicable individually to Academic Institution and to each Student, and limits shall not be shared among them. If insurance coverage is provided on a claims-made basis, Academic Institution shall obtain equivalent "tail" coverage surviving termination of this Agreement by at least two (2) years and extending to all

periods during which each Student was present on Entity campus pursuant to this Agreement. Academic Institution shall not maintain a wasting or location-specific policy that would result in a diminution of available coverage to meet the requirements described herein. Academic Institution shall obtain this insurance from a carrier and in a form reasonably satisfactory to AdventHealth West Florida Division. Academic Institution shall provide Entity with a certificate(s) of such insurance coverage prior to the Effective Date of this Agreement and at any subsequent date during the term of this Agreement upon Entity's request. Academic Institution shall notify Entity in writing of any and all incidents, untoward occurrences, notices or claims made arising out of the activities of its Student(s) at Entity under this Agreement as soon as Academic Institution becomes aware of this information and shall cooperate in any investigation and in the defense of any incidents, untoward occurrences, notices and claims. Academic Institution and Entity agree that it is in their mutual interest when a claim or suit arises to determine an equitable apportionment of liability among the named parties. Both parties agree that in the event a claim or suit arises in which Academic Institution (or its Student(s)) and Entity (or its affiliated entities) are jointly named defendants they will work in good faith through their designated representatives to determine an equitable apportionment of liability and cooperate in the resolution of the claim or suit.

- d) Students Furnish Professional Liability Insurance. If Academic Institution requires its Student to obtain their own professional liability coverage, then Academic Institution shall require each Student to furnish Entity written proof of professional liability coverage in the minimum amount of \$1M per claim and \$3M in the annual aggregate.
- e) Insurance of Entity. Entity agrees that it shall maintain general and professional liability insurance for itself and its employees, with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. Entity further warrants that it will keep such professional liability insurance in full force and effect to respond to any claims arising out of the actions of Entity and its employees during the Term of this Agreement and for the two (2) year period immediately following the termination or expiration of this Agreement. Entity shall provide Academic Institution with a certificate of insurance evidencing such coverage upon Academic Institution's request. Entity shall give Academic Institution written notice within ten (10) days prior to any changes, modification, cancellation, or non-renewal of such insurance.

8. **Miscellaneous.**

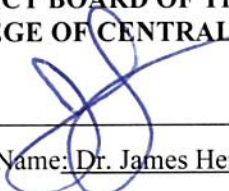
- a) Assignments. This Agreement may not be assigned, either in whole or in part, to a third party without the prior written consent of the non-assigning Party.
- b) Third Party Obligations. This Agreement is made solely for the benefit of Academic Institution and Entities named in this Agreement and is not intended to create rights or any cause of action in any third party, including without limitation, any Student or Faculty.
- c) Performance. A delay in or failure of performance of either Party that is caused by occurrences beyond the control of that Party shall not constitute a default hereunder or give rise to any claim for damages.

- d) Administration of Agreement. The Dean of Academic Institution or his/her designate and the applicable Officer of Entity or his/her designate shall serve on a day-to-day basis to supervise the administration of the terms and conditions of the Agreement. In the event of disagreement, the matter shall first be referred for resolution to the Dean of Academic Institution and the applicable Officer of Entity or their respective designate.
- e) Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
- f) Entirety of Agreement. This Agreement contains the entire agreement between Entity and Academic Institution. As of the Effective Date, this Agreement supersedes and replaces all prior agreements and understandings, oral or written, with respect to the subject matter contained herein, including but not limited to, any individual affiliation agreement between Academic Institution and any Entity that is a party hereto.
- g) Cooperation. A Party will reasonably cooperate with the other Party and its counsel in the defense of any claims against a Party in any way arising out of or connected with this Agreement. Such cooperation, including attendance at depositions, trials, conferences, and the rendering of written reports, will be at no expense to the Party not subject to the claim.
- h) Amendments and Modifications to Agreement. All amendments and modifications to this Agreement shall be made by written mutual consent of both Entity and Academic Institution.
- i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- j) Invalidity. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such valid or unenforceable provisions were omitted.
- k) Affidavit Regarding the Use of Coercion for Labor and Services. Section 787.06 (13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. Said Affidavit is attached as **Exhibit A**
- l) Notices. All notices under this Agreement shall be in writing and delivered by personal delivery; United States mail, certified, return receipt requested; or a nationally recognized overnight courier service with tracking requested. Notice to Academic Institution shall be delivered to its address set forth on the signature page hereto. Notice to an Entity shall be delivered to the applicable Entity address set forth in the exhibit attached hereto as **Exhibit C**, with a copy to:

AdventHealth West Florida Division
14055 Riveredge Drive, Suite 250
Tampa, FL 33637
Attn: Legal Services

IN WITNESS WHEREOF, Entity and Academic Institution, through their
respective authorized representatives, have executed this Agreement as of the Effective
Date

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

By:  _____
Printed Name: Dr. James Henningsen
Its: President

Notice Address:
3001 SW College Road
Ocala, FL 34474

**ADVENTHEALTH WEST FLORIDA
DIVISION**

By: _____
Printed Name: _____
Its: _____

EXHIBIT A
Affidavit Regarding the Use of Coercion for Labor and Services

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the nongovernmental entity, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the fact stated in it are true.

AUTHORIZED SIGNATURE FOR HOSPITALS

**ADVENTHEALTH WEST FLORIDA
DIVISION**

By: _____
Printed Name: _____
Its: _____

EXHIBIT B
Disqualification Guidelines - Criminal Background

Student or Faculty will be disqualified from placement at any Entity if he/she admits to, or a criminal background check reveals, a conviction or any disposition other than a finding of “not guilty” or a complete dismissal of the charges for one or more of the following generic crimes or their equivalents: The criminal background check must include all cities, counties, and states in which the Student/Faculty has resided and/or worked at any time during the preceding seven (7) years.

Murder
Manslaughter
Carjacking
Use of a weapon in the commission of a crime
Robbery or theft (including, but not limited to, theft by falsification of financial records or embezzlement)
Passing worthless checks
Credit card fraud/fraudulent use of a credit card
Forgery
Identity theft
Burglary
Arson
Kidnapping
False Imprisonment
Home invasion
Assault
Aggravated assault
Battery
Aggravated battery
Resisting arrest with violence
Domestic violence
Any stalking offense
Rape
Sexual battery
Trespass for sexual purposes (e.g., peeping)
Lewd and lascivious behavior
Lewd and lascivious act upon a child
Lewd act in the presence of a child
Child abuse
Child abandonment
Child neglect
Any other crime involving physical violence or a crime against a child
Possession of child pornography
Sale, delivery, or trafficking in child pornography
Exploitation, neglect, or abuse of a disabled adult or elderly person
Sale, delivery or trafficking in narcotics (drugs)
Felony possession of a controlled substance
Any other felony level offense involving violation of a drug abuse prevention and control law (including but not limited to felony level possession, sale, purchase, manufacture, or use of controlled substance in violation of applicable law)
Felony driving while intoxicated or under the influence of drugs or alcohol
Falsification of prescription records
Hate crimes
Terrorism
Escape or attempted escape from incarceration

EXHIBIT C
Entity Addresses**

University Community Hospital, Inc.
d/b/a AdventHealth Tampa
3100 E. Fletcher Avenue
Tampa, FL 33613

University Community Hospital, Inc.
d/b/a AdventHealth Carrollwood
7171 N. Dale Mabry Hwy.
Tampa, FL 33614

University Community Hospital, Inc.
d/b/a AdventHealth Connerton
9441 Health Center Drive
Land O'Lakes, FL 34637

Tarpon Springs Hospital Foundation, Inc
d/b/a AdventHealth North Pinellas
1395 S Pinellas Avenue
Tarpon Springs, FL 34689

Pasco-Pinellas Hillsborough Community Health System, Inc
d/b/a AdventHealth Wesley Chapel
2600 Bruce B. Downs Boulevard
Wesley Chapel, FL 33544

Florida Hospital Zephyrhills, Inc.
d/b/a AdventHealth Zephyrhills
7050 Gall Boulevard
Zephyrhills, FL 33541

Adventist Health System/Sunbelt, Inc.
d/b/a AdventHealth Sebring
4200 Sun 'n Lake Boulevard
Sebring, FL 33872

Adventist Health System/Sunbelt, Inc.
d/b/a AdventHealth Lake Placid
1210 US-27
Lake Placid, FL 33852

Adventist Health System/Sunbelt, Inc.
d/b/a AdventHealth Wauchula
735 S 5th Avenue
Wauchula, FL 33873

Florida Hospital Dade City, Inc.
d/b/a AdventHealth Dade City
13100 Fort King Road
Dade City, FL 33525

Florida Hospital Ocala, Inc.
d/b/a AdventHealth Ocala
1500 SW 1st Avenue
Ocala, FL 34471

AdventHealth Polk North, Inc.
d/b/a AdventHealth Heart of Florida
40100 US Hwy 27
Davenport, FL 33837

AdventHealth Polk South, Inc.
d/b/a AdventHealth Lake Wales
410 S 11th Street
Lake Wales, FL 33853

AdventHealth Riverview, Inc.
d/b/a AdventHealth Riverview
9330 US Highway 301, South
Riverview, FL 33578

AdventHealth Port Charlotte, Inc.
d/b/a AdventHealth Port Charlotte
2500 Harbor Boulevard
Port Charlotte, FL 33952

Florida Hospital Physician Group, Inc.
d/b/a AdventHealth Medical Group
14055 Riveredge Drive, Suite 250
Tampa, FL 33637

** Any notice required to be sent to one of the Entities above, should be sent to the applicable address "Attention CEO" with a copy to the address set forth in Section 8(l) of the Agreement.



**SimonMed
Imaging**
See Tomorrow Today

16220 N Scottsdale Rd
Suite 600
Scottsdale, AZ 85254
Phone: 602-688-6165
Fax: 602-302-5800

This Agreement is made effective as of the date of the last signature below on September 18th, 2025, 2025 ("Effective Date") by and among **SMI Imaging, LLC**.

District Board of Trustees of College of Central Florida ("College") located at 3001 S.W. College Rd. Ocala, FL 34474-4415 West 14th Street, **SIMONMED** (the "**Company**"), located at 16220 N Scottsdale Rd #600 Scottsdale, AZ 85254.

WITNESSETH:

WHEREAS, SimonMed is an Independent Outpatient Imaging Company.

WHEREAS, **District Board of Trustees of College of Central Florida ("College")** is an accredited college that offers programs that provide American Registry for Diagnostic Medical Sonography (ARDMS) for students seeking advancement in their careers;

WHEREAS SimonMed Imaging operates outpatient imaging clinics in Florida and is willing to enter into this Agreement with College in order to provide the Students an opportunity to obtain clinical or other learning experiences at one or more of its facilities.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on the date set forth above and terminate on 9/18/2028 following the three (3) year anniversary of the Effective Date, unless terminated earlier in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for additional three (3) year periods unless a party gives ninety (90) days prior written notice to the other.

II. Responsibilities of the College

- A. The College is responsible for ensuring that students sent to the Company are qualified for the assigned tasks and that the student(s) comply with the SimonMed rules, policies, and all applicable laws.
- B. The College shall assume full responsibility for Student education, including planning and executing the clinical and/or other educational programs.
- C. The College is responsible for ensuring that students sent to SimonMed are qualified for the assigned tasks and that they comply with the Company's rules, policies, and all applicable laws.

- D. The College must immediately inform the Company if it becomes aware of any confidentiality breaches, policy violations, or legal violations by its students or agents.
- E. The College shall provide qualified faculty to provide tutoring services on a one-on-one basis to each student placed with the Company through provision of appropriately credentialed individuals, proficient in the applicable area of study and who shall assume responsibility for the overall administration of the program, including the establishment of curricula. A Faculty Member shall be available, by phone or electronic means, throughout the length of Student(s) assignments. The Faculty and Company appointed Student Program lead will develop mutually agreeable protocols each semester on Faculty availability.
- F. The College shall designate one or more Clinical or other Coordinators (the “**Clinical Coordinators**” or “**Coordinators**”) who shall confer annually with SimonMed’s designated Student Program lead (the “**Student Program Lead**”) and other personnel involved in the clinical or educational program to discuss, plan and evaluate the program, with input from Students. The Coordinators shall also be responsible for assuring that Faculty Members assigned comply with the rules and regulations of the Company, including, without limitation, the Company’s Corporate Compliance Program, to the extent applicable, and the Company’s Code of Ethics, and have received orientation to the Company and to their responsibilities pursuant to this Agreement.
- G. The College shall assign qualified Students who are concurrently enrolled in the didactic portion of their program to the Company for educational experience. Notwithstanding the foregoing, the Company retains the sole discretion to limit the number of Students accepted based on the health and safety of the patients served by the Company.
- H. The College shall furnish to the Company, prior to, but no later than at least two (2) weeks before the commencement of each semester: a proposed list of assignments of Students, including assignment dates and times; the number, names (as it appears on government-issued identification [ID]) and educational levels of Students and a list of the Faculty Members including their names (as it appears on government-issued identification [ID]), office and home phone numbers, and their degree qualifications; the clinical or other areas of assignment requested; course syllabus and objectives to be met. Such lists shall be subject to the Company’s review and approval prior to the commencement of each semester. All information must be timely submitted, accurate and complete in order to be accepted by Company. Failure to do so may delay the start of coursework for the semester.

III. STUDENT PLACEMENT AND ORIENTATION

- A. Students must complete all orientation and training requirements as determined by the Company and made available online prior to the first educational day. The College, in cooperation with the Company, shall orient all Students and Faculty Members to their responsibilities under this Agreement and to the rules and regulations of the Company.

- B. The College shall use its best efforts to ensure that all Students and Faculty Members comply at all times with such rules and regulations. Any Student or Faculty Member failing to comply with such rules and regulations or to otherwise meet the requirements set forth above shall be reported by the Student Program Lead to the Clinical Coordinator. Such problem shall be evaluated jointly in conference by representatives of the College and the Company. Should a problem arise which, in the opinion of the Company, may adversely affect the safety and/or welfare of its patients, the Company may, in its sole discretion, remove the Student or Faculty Member in question from the clinical area. Such removal shall, where practicable, be discussed in advance with the Faculty Member or Coordinator. The Student or Faculty Member may not return to the Company until the problem is resolved to the satisfaction of the Company.

IV. CONFIDENTIALITY

- A. The College acknowledges that the condition of the patient and patient medical records contain privileged and confidential information about the patient. The College agrees that the Company is the rightful owner of all medical records and understands that students and educational institution employees may not take or copy records for their own purposes. Faculty and Students shall keep patient medical records, and all information contained therein strictly confidential, and shall not disclose any such information to anyone without the Company obtaining prior written consent from the patient or the patient's legal guardian, health care representative or other surrogate decision maker. The College shall ensure that all Students and Faculty are aware that the condition of patients and all medical records are confidential and must be treated as such. The Clinical Coordinators shall specifically advise all Students and Faculty that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the program.
- B. The College, its agents (faculty, staff), and its students must maintain the confidentiality of patient information (Protected Health Information or PHI) and the Company's business information.
- C. The College acknowledges that students will have access to PHI and confirms that it will train students on their HIPAA obligations.

V. PLACEMENT COLLABORATION

- A. Faculty Members shall: 1) arrange a planning meeting with SimonMed's Student Programs Lead and other personnel delegated by the Student Program Lead and involved in the clinical or educational program at least two weeks prior to the first educational day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the

Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the educational day.

- B. Prior to permitting any Faculty Member or Student to begin participating in the clinical or learning program at a Company, the College shall provide to the Company appropriate evidence regarding Company mandated health screening (i.e. TB Test, Hep B Vaccination, drug screenings) of each Student and Faculty Member. The College shall notify the Company immediately in the event that the College determines that a Student or Faculty Member is no longer in good health, so as to preclude participating in the clinical or educational program at the Company and shall remove the Student or Faculty Member from the Company. The Company shall not be liable to the College, any Student or Faculty Member, for any injury suffered by a Student or Faculty member arising out of, from, in connection with, or as a result of incomplete, inaccurate, false or non-disclosed information required by this section, and the College agrees to indemnify the Company and hold the Company harmless for any such injury.
- C. Each Student and Faculty Member assigned to the Company shall, at the expense of the College, Faculty Member or the Student, submit to an annual background check.

VI. STUDENT PROTECTIONS

- A. Student Accident Insurance - The University is responsible for providing Student Accident Insurance for students and shall assume any obligations that may be imposed by the State's Accident Insurance law in connection with injuries or disabilities sustained by reason of accident or occupational disease arising out of, or in the course of, Faculty Member's participation in the program.
- B. The College shall ensure that each Student, while in the clinical areas of a Company, wears the uniform required by the College unless a different particular dress is required in the clinical unit where the Student is assigned. The College shall also ensure that all Faculty Members adhere to appropriate dress code regulations of Company.
- C. The College shall be responsible for ensuring that each Student assigned to the clinical or other educational program has the personal equipment necessary to satisfactorily participate in the program.
- D. The College shall maintain accurate and complete records and reports on each Students' clinical or other educational experience at the Company.

- E. Faculty Member shall arrange to meet with Program Directors or other personnel involved in the clinical or educational program to prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually agreeable protocols for communications between Students, Faculty Members and Company staff.
- F. The College shall be responsible for the cost of repairing or replacing any of the Company's property, which is broken or damaged by any Student or Faculty Member.

VII. RESPONSIBILITIES OF THE COMPANY

Ultimate responsibility for the care and safety of the patient will remain with the Company.

- A. The Company shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical or other education program.
- B. The Company shall appoint a Student Program representative who shall be responsible for the coordination and implementation of the program with the College's Coordinator.
- C. To the extent practicable, the Company shall make its facilities available to the College, in order to assist the College in operating its educational program for its Students, giving due consideration to the Company's responsibilities to deliver quality patient care and to provide a clinical or other learning experience to students.
- D. The Company shall make available an orientation session for the Faculty Members involved in the educational program. This orientation will include rules, regulations and policies of the Company and information required by the Occupational Safety and Health Administration ("OSHA"), U.S. Department of Labor and State regulations including fire safety, infection prevention and Hazards in the Workplace, as applicable.
- E. If applicable, the Company shall provide emergency treatment as available internally or refer to an external medical facility as necessary, to Students and/or Faculty Members who become ill or injured (including needle-sticks, blood or body fluid exposure) during the clinical or other educational experience. The Students or Faculty Members treated shall be responsible for any medical facility charges, and for any follow-up care or treatments which are required beyond such emergency care and the charges for same.
- F. To the extent practicable, the Company shall permit Students and Faculty Members to use the Company's facilities and the visitors' parking lot at the Students' and Faculty Members' own expense. The Company shall not be responsible for Student's or College Faculty member's lost or stolen property, including vehicles.
- G. The Company shall advise the College as soon as practicable and consistent with Company policies and regulations, if Students or Faculty Members are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

VIII PATIENT CARE

- A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Company shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary. Ultimately, the Company is responsible for the care of the patient.
- B. The patient care records and notes as recorded by Students and identified by the Student's signature, if applicable, will become part of the patient's Company record. These entries shall be reviewed and countersigned by a Faculty Member or preceptor, as applicable, or as otherwise required by the Company.
- C. The Students and/or Faculty Members shall not publish any material relative to the clinical or other educational experience without first obtaining the Company's prior written consent, which consent may be withheld in the Company's sole discretion. Similarly, the Students and/or Faculty Members shall not conduct any research projects, data collections, or data assessments relative to the clinical or other educational experience, without first obtaining the Company's prior written consent, which consent may be withheld in the Company's sole discretion. Furthermore, any such approved research projects, data collections, or data assessments must be conducted in accordance with Company policy and procedure.

IX STATUS

- A. No Student or Faculty Member shall be considered an employee, agent or servant of the Company, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Company in connection with the clinical program or this Agreement.
- B. No Student or Faculty Member is entitled to any payments from the Company in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Company or arising out of the clinical or other educational program.
- C. Assignments of Students to the Company will be made for educational purposes and not to fulfill service needs.
- D. The Company has the right to terminate a student's participation at its discretion.

X. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

XI. Policies and Procedures

The Company and the College shall have the right to change their respective policies and procedures in connection with the program. In the event of such a change by either the College or the Company, the other party shall be advised in writing two (2) weeks prior to such change becoming effective. Upon receipt of such notice, the Student Program Lead shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

XII. Student Withdrawal

The College shall withdraw any Student or Faculty Member from the site when that Student or Faculty Member is unacceptable to the Company, in the Company's sole discretion, for reasons of health, performance, or other cause that is job-related.

XIV Insurance

The College will provide for professional and commercial general liability coverage insuring the College and each Student and Faculty Member involved in the program by a minimum of One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00.00) Dollars in the aggregate on an occurrence type basis. It is expressly understood by and between the parties hereto that the above insurance shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future covering the Company, its agents, servants, employees and appointees.

The Company will provide professional and general liability coverage for itself, its employees, agents and officers, through the Company's insurance program.

Termination

This Agreement may be terminated upon a material breach by the Company or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other. In the event that the Agreement expires or is terminated without cause prior to the completion of an academic semester, all Students assigned to a Company under this Agreement at the time of termination may continue their educational experience until the end of the then current semester, whereby the Agreement will remain in force for this temporary period.

Compliance with the Law

The College in connection with the performance of the provisions of this Agreement shall comply with all Federal, State and local laws, rules and regulations. The Company shall remain solely responsible for ensuring that any services provided to patients pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either party's licensure, either party's participation in Medicare, Medicaid or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall be re-negotiated so as to eliminate the violation

or non-complying aspects hereof, but without altering all other rights and obligation of the parties hereunder.

Intention of the Parties

All material matters of mutual concern to the Company and the College in connection with the educational program shall be discussed by the parties as the need to do so arises. In resolving any matter, however, the parties shall be guided by the principle that the relationship between the Company and its patients and the care of such patients are of paramount concern.

Modification

Any modification of the terms of this Agreement shall not be effective unless the College provides a written Addendum to this Agreement, which is signed by authorized representatives of both parties.

Governing Law

This Agreement shall be governed by and construed under the laws of the State in which the student is assigned, in the case of this contract, the state of Florida.

Headings

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

No Waiver

Neither the failure by the parties to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

Notice

All notices required or permitted to be given hereunder, or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above and addressed to the Legal Counsel of each party.

Assignment

This Agreement and any rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party. Any assignment entered into without the prior written consent of the other party shall constitute a breach of this contract and shall have no legal effect. Notwithstanding the foregoing, an assignment of this Agreement to an affiliate organization or successor of either party hereto shall be permissible upon the advance written notice to the other party.

Entire Agreement.

This Agreement, together with all exhibits referred to herein, contains the entire agreement of the parties and supersedes all other agreements of the parties, both oral and written. It may not be changed orally but only by an agreement or addendum in writing signed by both parties.

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

SIMONMED

By: Kimberly Boismier

Name: Kimberly S Boismier

Title: Director of Physician Recruitment and Student Programs

Date: 09/23/2025

DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA

By: Dr. James Henningsen

Name: Dr. James Henningsen

Title: President

Date: 09/29/2025

Education Institutions Name Deliverables

COLLEGE OF CENTRAL FLORIDA

5

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: BayCare Life Management - Renewal Amendment

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

DATE: October 22, 2025

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 Behavioral Health Management Services, 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 amendment with Behavioral Health Management Services, 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: Behavioral Health Management Services, Inc., dba BayCare Life Management
Address: 2985 Drew Street, MS-1014, Clearwater, FL 33759
Amendment No.: 09
Effective Date: November 1, 2025

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, 2025 and ending October 31, 2026. All Terms and Conditions listed in the original contract, 2016-2017, remains in full force and effect, as amended.

Pricing: Beginning November 1, 2025, the amount of \$22,641.84 (\$0.41 per FTE, per month) will be in effect, paid monthly in the amount of \$1,886.8276, based upon 4,602 FTE enrollment as reported to 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: Charlie Stone

Name: _____

Title: Chair

Title: _____

Date: _____

Date: _____

COLLEGE OF CENTRAL FLORIDA

6

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Citrus County School Board Memorandum of Understanding for
Emergency Medical Training (EMT) - Renewal

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

This memorandum of understanding is between the District Board of Trustees of College of Central Florida and The School Board of Citrus County to renew the activities associated with the Emergency Medical Training (EMT) at Crystal River High School (CRHS) beginning January 1, 2026 and ending October 31, 2026.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with The School Board of Citrus County and authorize the Board Chair to sign.

Memorandum of Understanding

Between THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA, hereinafter referred to as the COLLEGE, and THE SCHOOL BOARD OF CITRUS COUNTY, FL, hereinafter referred to as the CCSB.

Purpose: The purpose of this agreement is to establish a cooperative partnership between the COLLEGE and The School Board of Citrus County, FL (CCSB) for the conduct of Emergency Medical Technician (EMT) training at Crystal River High School (CRHS).

Statement of Agreement: Whereas, CCSB has articulated a need for attendees at Crystal River High School to receive EMT training, and the COLLEGE possesses the necessary status to provide this training. CCSB agrees to provide the COLLEGE with the necessary facilities to conduct EMT at the CRHS and the COLLEGE agrees to provide EMT training at the CRHS.

Management: The COLLEGE will continue to manage and administer the EMT Program and provide the instructors. The COLLEGE shall retain the right to replace the instructor at any time with an alternative instructor for unsatisfactory performance, State of Florida Paramedic licensure suspension/revocation, or other disciplinary actions.

Instruction: Instruction will take place at the CRHS campus. The COLLEGE will furnish the instructor with text books and equipment necessary for the instruction of EMT students. The instructor shall be responsible for instruction in the approved EMS---EMT curriculum outlined in the COLLEGE catalog. The students shall have any and all privileges as those of other students of the COLLEGE. CCSB agrees to provide access to CRHS prior to the beginning of classes for purposes of legally required State inspection prior to the beginning of classes. CCSB agrees to supply storage space adequate to store required equipment for the conduct of the course, as well as space for conduct of labs and lecture during the course. This access must include at least the minimum hours required by the program, including 120 hours of didactic, 96 hours of psychomotor lab, and 84 hours of clinicals. Clinical hours are conducted at area hospitals and EMS providers throughout Citrus, Marion and Levy Counties. The student will be responsible for transportation to and from these clinicals. The students will be required to apply to and be admitted to the COLLEGE, as well as to the EMT program using the established admissions procedures and requirements for the current COLLEGE EMT program. CCSB understands that in order to receive a passing grade in the class and be eligible to take the industry certification course that the students must meet all of the requirements of the CF EMT program including meeting CF's behavioral standards, attendance requirements, classroom, lab, and clinical requirements.

Program Costs: CCSB agrees to pay the cost of instruction, namely for a class of up to 12 students; CCSB agrees to pay \$8,400. For a class from 13 to 18 students CCSB agrees to pay \$11,000 For a class of 18 to 24 students CCSB agrees to pay \$13,600. To be billed by the College after the College's add/drop registration period and remitted by CCSB regardless of whether or not the student receives a passing grade in the class.

The COLLEGE waives the lab fees for these students. CCSB agrees to provide the students with text books (See attachment 1), and State Approved CPR certification.

Students' parent or guardian will be required to pay for pre-admission expenses, including: Wonderlic testing and Federal Background check. (See attachment 1);

Students' parent or guardian will be required to pay the following after admission, but prior to the beginning of classes:

Physical Exam (See exam form, attachment 2), Immunizations (see immunization form, attachment 3), Substance Screening, Student Clinical Background Check, and Clinical Compliance Tracker. (See estimated costs, attachment 1);

Students' parent or guardian will be required to provide each student with the required uniform (see attachment 1).

Terms of Agreement: This agreement shall begin on January 1, 2026 and end on October 31, 2026 or until either party gives the other party not less than 30 days advanced written notice of its intent to cancel or withdraw from this agreement, with or without cause.

APPROVED: THE SCHOOL BOARD OF CITRUS COUNTY, FL

By: _____ Date: _____
Name:
Title:

APPROVED: THE DISTRICT BOARD OF TRUSTEES,
COLLEGE OF CENTRAL FLORIDA

By: _____ Date: _____
Charlie Stone
Chair

Attachment 1: Estimated Expenses Spring 2026

Costs are estimates. Some of these costs are outside the control of the COLLEGE and may change

Text Books:

EMS1119 - Emergency Care Textbook, ISBN: 9780137288953	\$212.54
EMS1119L - Emergency Care Workbook, ISBN: 9780135379073	Included
EMS1354C – No Text	
EMS1431 – No Text	

Wonderlic Testing: \$15

Federal Criminal Background Check: \$55

Cost due following after admission, but prior to the beginning of classes:

Physical Exam (Attachment 1): \$50

Immunizations: Varies depending on student history (Attachment 2).

Substance Screening: \$38

Student Background Check, Clinical: \$41

Clinical Compliance Tracker: \$44.99

Uniforms:

CF EMS T-Shirt for Class: Provided by CRHS

CF EMS polo Shirt for clinicals: Provided by CRHS

Uniform pants: Navy or Black: Cost Varies

All black shoes: Cost Varies

Wrist watch with second hand: Cost Varies

Stethoscope: Cost Varies

Attachment 2: Performance Requirements for Health Science Students

Performance Requirements for Health Sciences Students:

Health Sciences program applicants should possess sufficient physical, intellectual, emotional, and interpersonal skills to provide for safe and effective patient care. Examples of performance requirements are listed below.

Physical abilities

Applicants must have sufficient, gross and fine motor skills to:

- Move from room to room and walk in hallways maneuver in small spaces
- Lift patients as needed (a minimum of 125 lbs. for EMS programs and a minimum of 50 lbs. for all other health science programs)
- Grip, reach above shoulder level, bend at the knee, squat, stoop, and crawl
- Sit or stand for prolonged periods of time
- perform CPR
- Perform safe and effective care
- provide healthcare intervention
- manipulate small objects dexterously

Applicants must have sufficient tactile, auditory and visual abilities to:

- Perform physical assessment necessary in healthcare
- auscultate blood pressure, breath, heart and bowel sounds
- Hear alarms and call bells on units
- Converse with patients and staff on phone and in person

Intellectual abilities

- Critical thinking sufficient for clinical judgment
- prioritize and make rapid decisions under pressure
- problem solve

Emotional abilities

- Cope with a high level of stress
- Cope with anger, fear, hostility, or confrontation in a calm manner
- Concentrate
- Be flexible and self-directed
- demonstrate a high degree of patience
- Work with families/individuals stressed by the condition of patient
- Work with other healthcare providers in stressful Situations in a professional manner

Interpersonal abilities

- Communicate clearly and correctly in writing and verbally
- Abilities sufficient to interact with individuals, families and groups from a variety of social, emotional, cultural, and intellectual backgrounds

I am aware of the requirements listed above, and to the best of my knowledge, I am capable of complete participation in the health science program I am applying to. I certify that all of the information provided by me is accurate and complete.

Student Signature_____

Date_____

Attachment 3: Health Sciences Health Forms

College of Central Florida Health Sciences Division Student Health History Form

College of Central Florida Health Sciences Division Physical Examination Form

College of Central Florida Health Sciences Division Student Immunization Record Checklist

College of Central Florida Health Sciences Division Declination of Immunization Form

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Levy County Firing Range Use Agreement – Renewal

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

The College typically utilizes the firing range at the Lowell Facility for the training of all of our Criminal Justice students that require firearm qualification. The Levy County Firing Range is used as a secondary range when necessary. The College is requesting approval of this renewal agreement with the Sheriff of Levy County to utilize their firing range from October 1, 2025 to October 1, 2026.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Levy County Firing Range Use renewal agreement and authorize the Board Chair to sign.

LEVY COUNTY FIRING RANGE USE AGREEMENT

THIS AGREEMENT by and between the Sheriff of Levy County, Florida (hereinafter referred to as "Sheriff") and the District Board of Trustees of the College of Central Florida (hereinafter referred to as "CF").

RECITALS

WHEREAS, the Sheriff owns and operates a firing range in Bronson, Florida (hereinafter referred to as "Range"); and

WHEREAS, CF wishes to utilize the Range for certain CF-certified firearms instructors and students to use the Range for firearms qualification.

THEREFORE, in consideration of the covenants contained herein and intending to be bound legally thereby, the parties agree as follows:

1. The term of this Agreement will be twelve (12) months, commencing October 1, 2025 and terminating on October 1, 2026. Thereafter, upon mutual agreement of the parties, the Agreement may be renewed for additional twelve-month terms.
2. CF agrees that prior to its use of the Range, it will construct or provide the following equipment and improvements that meet the requirements set forth in the Firing Range Facility and Equipment Requirements of the Florida Department of Law Enforcement (hereinafter referred to as "Equipment Requirements"). The equipment listed in Sections 2. A-F below will remain the property of CF and will be removed upon the termination of this Agreement. All other improvements will remain the property of the Sheriff.
 - A. An observation deck/platform that allows the Range master to view all firing positions and all areas within the confines of the impact area simultaneously.
 - B. A public address system that is capable of transmitting instructions to all areas of the Range to allow shooters on the firing line to hear commands while firing with ear protectors in place.
 - C. A first-aid kit when cadets are actively engaged in practical exercises. The kit will be accessible to instructors and basic recruit students. The first-aid kit will contain the supplies set forth in the Equipment Requirements.

- D. Drinking water, a restroom, and a rain-resistant shelter for all individuals utilizing the range.
 - E. A temporary canopy shelter for all students.
 - F. A telephone or radio communication available to instructors.
3. CF may use the Range only for the purposes set forth in this Agreement.
 4. CF will not permit any basic recruit cadet to be present at the Range who is not satisfactorily cleared through a NCIC/FCIC check, and CF will ensure that no participant is a convicted felon.
 5. Every person using the Range under CF's direction shall execute a release of liability form prior to entering the Range.
 6. When CF is conducting training, access to the Range shall be restricted to criminal justice trainees, criminal justice instructors, Criminal Justice Standards and Training staff, and personnel authorized by the training center director. A *certified firearms* instructor will be present and the appropriate ratio of firearms instructors to students actively engaged on the Range according to the Florida Criminal Justice Standards and Training Commission's rules will be met.
 7. CF shall be responsible for the oversight and operation of firearms qualification sessions and is solely responsible for supervising and instructing all cadets or other College staff utilizing the Range.
 8. CF shall request the use of the Range from the Sheriff's Office designee a minimum of ten days in advance of any scheduled firearms session and, during that session, shall have exclusive use of the Range.
 9. CF is responsible for all materials and supplies (e.g., weapons, ammunition, etc.) used in the firearms sessions and is also responsible for cleaning the Range (e.g., pickup of spent shells, etc.) after each firearms session, unless otherwise directed by the Sheriff's Office designee.
 10. CF will require all personnel to wear ear and eye protectors while actively engaged in a shooting exercise on the Range.

11. CF shall repair, replace, or pay the Sheriff the fair market value of any personal property damaged or destroyed while CF has the exclusive use of the Range.
12. Pursuant to the Equipment Requirements, the Sheriff will install and maintain the following equipment or improvements at the Range:
 - A. A bullet backstop that will stop and render harmless bullets fired into it by handguns, rifles, and shotguns without ricocheting projectiles or debris, or striking individuals.
 - B. Warning signs posted at all access points to the Range that clearly identifies the area as a criminal justice firing range.
 - C. A cover, used for firing, which is permanently attached or securely braced to ensure the shooters' safety.
 - D. A minimum of five firing positions, with two color-coded or numbered targets for each firing position. Range targets shall be placed at least 24 inches from the scoring edge to the scoring edge facing the shooters.
 - E. Adequate lighting to allow shooters to clearly see the targets from all firing positions and to allow the Range-master to clearly see all firing positions and targets.
13. The Sheriff will maintain the Range and equipment in proper working order to ensure the safety of all shooters and instructors.
14. The Sheriff will provide a secure area in which to store CF's materials and supplies when not in use on the Range.
15. The Sheriff and CF will mutually develop a schedule for the use of the Range by CF.
16. CF and the Sheriff will each appoint a representative for the purpose of having primary responsibility for CF's use of the Range, and will notify the other party of this appointment, along with appropriate contact information for the designee.
17. Either party may terminate this Agreement with a 90-day notice to the other party, without cause, and may terminate the Agreement with a 10-day notice to the other party, with cause, unless the default cannot be reasonably cured within

a ten-day period. In that event, the defaulting party shall have 30 days in which to cure the default.

18. CF agrees that it will require all persons using the Range to wear ear and eye protectors and will notify each user of the rule and the enforcement of this requirement.
19. 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.
20. The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by both parties.
21. 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.
22. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

Undersheriff Brett Beauchamp
Levy County Sheriff's Office
9150 NE 80th Avenue
Bronson, Florida 32621
Tel: 352-486-5111
Fax Number: 352-486-3333

Dr. Charles Eades
3001 S.W. College Road
Ocala, Florida 34478
Tel: 352-873-5838
Fax Number: 352-873-5862

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.

23. 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.
24. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.

30. CF shall enforce the Sheriff's firing range rules that are currently posted at the Range by the Sheriff.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates indicated below.

DISTRICT BOARD OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA

By: _____
Charlie Stone, Chair

Dated: _____

SHERIFF'S OFFICE OF LEVY COUNTY, FLORIDA

By:  _____
Undersheriff Brett Beauchamp
Director of Law Enforcement

Dated: 10-16-25

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Citrus County School Board Memorandum of Understanding for
Emergency Medical Training (EMT) - Renewal

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

This memorandum of understanding is between the District Board of Trustees of College of Central Florida and The School Board of Citrus County to renew the activities associated with the Emergency Medical Training (EMT) at Crystal River High School (CRHS) beginning January 1, 2026 and ending October 31, 2026.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the agreement with The School Board of Citrus County and authorize the Board Chair to sign.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: West Coast Christian School Articulation Agreement for College
and Career Acceleration 2025-2026 - Renewal

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

This is an Agreement between the District Board of Trustees of College of Central Florida and the West Coast Christian School. Whereas Florida Statute 1007.271 and State Board of Education Rules 6A-10.024(1) and 6A-14.031 address the use of articulated accelerated mechanisms for students and programs of study, these district inter-institutional agreements address the use of Dual Enrollment for high school students and initiatives to enhance Career Pathways, Remediation and Teacher Preparation efforts at the secondary school level.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the Articulation Agreement with West Coast Christian School and give authorization to the Board Chair to sign the agreement on behalf of the College.

Articulation Agreement for College and Career Acceleration

Between the District Board of Trustees of the College of Central Florida And West Coast Christian School 2025-2026

I. Dual Enrollment Articulation Agreement

The Articulation Committee that has negotiated/drafted the agreement include: West Coast Christian School member: Laree Pringle, Owner/Manager
College of Central Florida (CF) members –Dr. Raphael Robinson, Director of Admissions and Student Recruitment; Sarah Sandford, Dual Enrollment Coordinator.

The Committee will assess the need to meet annually in the spring to go over the current year's articulation agreements and discusses changes that are required due to changes in statute or rule and any changes desired by either the school or the college. If applicable, a draft document will be prepared by college personnel and sent to all members of the Committee for additional changes or approval. Once the document is in its final draft, copies are sent to the school to take to their Director of Education for approval and signatures. Once approved and signed, copies are sent to CF to be reviewed, approved and signed by the Board of Trustees. Signed hard copies are mailed to the school personnel.

The Dual Enrollment Articulation Agreement is completed annually and submitted to the Department of Education by CF by August 1 of each year.

1. A ratification or modification of all existing articulation agreements

Once the articulation agreement is signed by both boards, the agreement will be active for the upcoming academic year and will nullify all previously signed agreements. Legislative changes that occur after the final draft of this document which impact the 2025-2026 academic year will take precedence.

2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program

- a. References to students in this document, means any student enrolled in West Coast Christian School.
- b. The College of Central Florida will provide information to West Coast Christian School regarding requirements for participation in, and the educational benefits to be derived from, dual enrollment or other accelerated programs.
- c. West Coast Christian School, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these articulated acceleration programs. West Coast Christian School will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.
- d. The College of Central Florida will post application deadline and registration dates on its dual enrollment Web page at least one term in advance.

3. A delineation of courses and programs available to students eligible to participate in dual enrollment

- a. Courses to be provided by the College of Central Florida under this agreement will be mutually agreed upon by the College of Central Florida and West Coast Christian School and will avoid unnecessary duplication of existing courses in grades 9-12. Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education courses and physical education and other courses that focus on physical execution of a skill rather than the intellectual attributes of the activity.
- b. The College of Central Florida will furnish West Coast Christian School with access to the current course () with descriptions for each course in which a student may be dually enrolled.
- c. A student education plan may be developed by the College of Central Florida for each student registering for a dual enrollment course. The plan will ask each student to identify an educational objective with which to guide course selection. At a minimum, each student's plan should include a list of courses that will result in a college credit certificate, an Associate in Science degree or an Associate in Arts degree. If a student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program.
- d. West Coast Christian School will assure that appropriate high school credit will be awarded upon successful completion of dual enrollment classes. All academic and vocational courses will correlate to the State Articulating Committee recommendations for high school credit. All other non-identified courses will be based upon successful completion of a three to five-credit hour college course to result in the awarding of 0.5 high school credit in Carnegie units. Any other non-identified college course offered at fewer than three credit hours will be ineligible for high school credit and will not constitute dual enrollment.
- e. Only seniors in traditional dual enrollment and juniors and seniors enrolled in CF's Early College Program "Collegiate Academy" (beginning with the summer between their junior and senior year) will be allowed to enroll full-time (12 to a maximum of 15 credit hours in any given semester) through dual enrollment.
- f. Registration for Dual Enrollment students taking classes on the CF campus will take place the same as all other students. Postsecondary courses in foreign languages, mathematics, English, sciences, social studies, computer science, performing and/or visual arts and any other classes that are in compliance with applicable state regulations shall be counted toward meeting the graduation requirement of F.S.1003.43, Fla. Stat. (2024).
- g. Students (age 18) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive the permission of the school administrator and parents before participating. If the permission is granted, the student shall be exempt from the payment of the registration, matriculation and laboratory fees with the exception of developmental education courses and physical education and other courses that focus on physical execution of a skill rather than the intellectual attributes of the activity. However, the student is responsible for the full cost of travel.
- h. The College of Central Florida will make available advising services to dual enrollment students, monitor their progress and attendance in dual enrollment classes and provide a grade report to West Coast Christian School upon completion of the college term. Students with unsatisfactory progress will be reported to the counselor immediately upon receipt of an Early Alert via email.
- i. The College of Central Florida has the option to limit dual enrollment participation based on capacity.
- j. The school will inform students needing accommodations that they must contact Accessibility and Counseling Services at CF.

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program

- a. Students and the parent/guardian of students wishing to pursue participation in an articulated acceleration program must contact their school counselors to discuss admissions criteria and to obtain the necessary application information. Attendance at a Dual Enrollment information session is required to apply to the program. Information sessions will be offered in a variety of formats and locations.
- b. **Application Process:** Students interested in Dual Enrollment must meet with their school counselor or principal for permission to participate in the program. Students must complete the online Dual Enrollment application. The student will print the parent approval form from the email received upon submission of the application. The parent/guardian must sign giving permission for the student to participate in the Dual Enrollment program. The student must turn the form in to their school counselor along with the self-registration agreement. The student is issued a CF ID number to view their student portal for additional requirements. The student is responsible for requesting and providing the documents needed for eligibility. This includes school transcript and placement test scores (ACT, SAT, PSAT or PERT). The CF Dual Enrollment Office must receive all documentation by the posted application packet deadlines. Once all documents are received and processed by the CF Dual Enrollment Office, the student will receive an email stating they have been admitted to the program. If a student does not meet eligibility criteria or does not submit the paperwork by the posted deadline, the CF Dual Enrollment Office will contact the school counselor. The school counselor is responsible for contacting the student.
- c. **Orientation:** Orientation must be completed prior to the start of the term and required to register for courses. Once admitted, and after logging into both their MyCF portal and Patriots Mail account, students will be able to select a specific date and time to attend orientation. Students are required to confirm their attendance at either an in-person or virtual orientation session based on term offerings. During orientation students will be provided with essential campus resources and effective strategies for academic success. Students will also be provided with information on how to obtain their campus ID and parking decal.
- d. **Registration:** Dual Enrollment will be provided to counselors by CF to better help students and parent/guardian understand the requirements, admission and enrollment procedures and benefits of program participation. Registration will be completed through the MyCF portal. The students must review the schedule posted on the MyCF Portal to select courses for registration each term. The student will coordinate with the high school counselor in their course selection to ensure the course requirements are met for high school graduation. Registration deadline will end one week before the start of the term.
- e. **Withdrawal Process:** Dual Enrollment students will follow CF's withdrawal policy. Students have the option to withdraw from a course(s) within the withdrawal period. Forms must be submitted by the withdrawal deadline. The student will receive a "W" on their transcript for the attempt in the course. If a Dual Enrollment student receives 2 or more "W" grades, he/she will no longer be eligible to participate in Dual Enrollment. Co-requisite courses will count as one class for withdrawal purposes. Students are ineligible to register for B term for the Fall and Spring semesters.
- f. **Course Load:** Students in grades six (6) - eight (8) may register for no more than three (3) credit hours during the fall and spring terms only. High school freshmen and sophomores may register for no more than six (6) credit hours only during the fall and

spring terms. Dual enrollment students may take up to six (6) credit hours total in the summer semester prior to their junior year. Juniors may take up to nine (9) college credit hours in the fall and spring semesters. Students/parents may petition the school and Dual Enrollment Petitions Committee to enroll for up to twelve credit hours. Before the beginning of their senior year the student may take up to nine (9) credit hours total in the summer semester (no more than two (2) courses in each summer term). High school seniors may take up to sixteen credit hours in the fall and spring terms. Please refer to the student progression plan for grade level designation.

	Fall Credit Hours	Spring Credit Hours	Summer Credit Hours	Total
Grades 6-8	3	3	0	6
Freshmen	6	6	6	18
Sophomores	6	6	9	21
Juniors	9	9	12	30
Seniors	16	16	0	32

Juniors and seniors participating in CF's Collegiate Academy Program should take 15 (fifteen) credits in the fall and spring semesters, but must take a minimum of 12 (twelve) credits. Students may register for a maximum of twelve (12) credits during the summer; however, they may not register for more than six (6) credit hours during any summer term. CF's Dual Enrollment Petitions Committee must approve any exception to these limits.

- g. **Grade Distribution:** All students enrolled in Dual Enrollment classes will be graded on the same basis as other college students in the same courses. CF will assign letter grades to each student/course and the letter grade assigned will be posted to the student's transcript by the school. Grades will be electronically transmitted securely by CF to the school's offices for posting.
- h. **Failing Grade** –If a dual enrollment student earns a D, F or FF grade in any course(s) during one semester, he/she is no longer eligible to participate in dual enrollment. An "FF" grade indicates alleged academic misconduct was involved and the student must take the Academic Integrity Seminar. If the student is pre-registered for any courses, those courses will be dropped. If a student chooses to petition a grade, he/she will not continue in dual enrollment classes until a decision is rendered.
- i. **Academic Advising:** All degree seeking students must be advised by a CF educational advisor in the semester that they reach thirty (30) earned credit hours to learn about the requirements to complete the degree and any additional requirements necessary for a smooth transition into the bachelor's degree program and institution of their choice.

5. A list of any additional initial student eligibility requirements for participation in the dual enrollment program

- a. An overall GPA of 3.0 on an unweighted 4.0 scale is required for college credit dual enrollment courses. Continued eligibility for college credit dual enrollment requires the maintenance of a 3.0 unweighted high school GPA and the minimum GPA required by CF.
- b. West Coast Christian School shall identify those students qualified to participate in dual enrollment classes. The school administrator or designee will approve student eligibility for participation in these classes.
- c. The student must be enrolled in West Coast Christian School, and must be working towards a high school diploma to participate in dual enrollment. Students must satisfy the college

preparatory testing requirements in § 1008.30(4)(a), Fla. Stat. (2024) and rule 6A-10.0315, F.A.C.

- d. Any combination of test scores may be considered if taken within two (2) years of the time of enrollment for first time dual enrollment students.

Cut scores for the three placement tests are as follows:

	Reading	English	Algebra
ACT	19	17	19
SAT (& PSAT)	24	25	24
PERT	106	103	114

	Reading and Writing (Verbal and Grammar)	Math
Digital SAT/PSAT	490	480
CLT	38	16

PERT 114 - Placement for MAT1033, MGF1130, MGF1131 or STA2023

PERT 123 - Placement for MAC1105, College Algebra

- e. Students initially enrolling in MAC1105 must achieve the following scores: ACT 25; SAT 26.5; digital SAT/PSAT: 530 PERT 123. Students who wish to be initially placed in an upper-level mathematics course beyond MAC1105 must take the AAF (Advanced Algebra and Functions) test and score a two hundred and seventy (270) or higher.
- f. Students enrolling in vocational or other programs not requiring placement testing must satisfy the Dual Enrollment grade point and specific program entry requirements (this includes Welding, EMT and Paramedic pathways).
- g. Students who are enrolled in Advanced Placement (AP) English Literature or English Language are eligible to take courses that have ENC 1101 as a **co-requisite** during the same semester. Students who have a score of three (3) or above on the Advance Placement (AP) English Literature or English Language examinations will be eligible to take courses that have ENC 1101 as a **pre-requisite** in subsequent semester.
- h. Permission for participation must be granted by the student's parent or legal guardian.
- i. Students are no longer eligible for dual enrollment once they successfully complete four (4) full years of enrollment in high school, complete an associate's degree or (67) hours of college credit or graduate high school, whichever comes first.
- j. Students who will graduate from school prior to completion of the post-secondary course may not register for the course through dual enrollment. This means that school seniors may NOT take a summer A course as a dual enrollment student.
- k. Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. See Student Code of Conduct section 10(9).
- l. CF has the option to limit dual enrollment participation based on capacity.

6. A delineation of the high school credit earned for the passage of each dual enrollment course

- a. The high school will ensure that appropriate high school credits will be awarded upon successful completion of dual enrollment classes. All academic courses will correlate to the dual enrollment Course-High School Subject Area Equivalency List recommendations for high school credit. All other non-identified courses will be based upon successful completion of a three to five-credit hour college course to result in the awarding of 0.5 high school credit in Carnegie units. Any other non-identified college course offered at fewer than three credit hours will be ineligible for high school credit and will not constitute dual enrollment.

7. A description of the process for informing students and their parents of college-level course expectations

- a. CF will supply school counselors with dual enrollment information, including application instructions to inform students/parents of the requirements and benefits of participation in the program. Deadline dates will be posted on the Dual Enrollment webpage at least one (1) semester in advance.
- b. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including those offered on the school campus.
- c. Students will be informed during dual enrollment orientation that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis

- a. There will be no exceptions made to the required grade point averages for academic dual enrollment.

9. The registration policies for dual enrollment courses as determined by the postsecondary institution

- a. Registration for Dual Enrollment students taking classes on the CF campus will take place the same as all other students. Registration will stop ten days in advance of the start of the term to give high school counselors time to review registration. Changes must be confirmed within five days.
- b. Dual enrollment students will follow CF's procedures for drop, withdrawal and petition policies. Dual enrollment students will not be permitted to take dual enrollment courses while petitioning a grade of D, F or FF.
- c. If a grade is successfully petitioned, the student may enroll in dual enrollment courses that begin after the petition approval date as per the CF Grade Appeals Process. If filing a withdrawal appeal, it must be filed within 5 business days of grades posting to be eligible to enroll in the following semester. If the withdrawal appeal is successful; the student may enroll in dual enrollment courses that begin after the petition approval date.
- d. Students who receive an Incomplete grade may be allowed to continue in the program provided they resolve the "I" grade before the first day of class of the following term.
- e. Courses offered after the regular school day or on the college campus will be scheduled on the CF calendar. Courses taught by college faculty will follow the CF academic calendar.

10. The responsibilities of West Coast Christian School regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program

- a. The student must be recommended by the school administrator. Student screening for eligibility and participation is the responsibility of the school administrator according to private school requirements. An overall G.P.A. of 3.0 on an unweighted 4.0 scale is required for college credit dual enrollment courses.
- b. West Coast Christian School shall identify those students qualified to participate in dual enrollment classes and will verify their continued eligibility throughout their participation. The school administrator will approve student eligibility for participation.
- c. Students and their parents will be informed of college-level course expectations.
- d. Students attending dual enrollment classes which are held in college facilities during or after school hours will be subject to college attendance policies.
- e. All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. CF will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's high school transcript West Coast Christian School. Grades will be securely electronically transmitted by the College of Central Florida to West Coast Christian School.
- f. If a dual enrollment student earns a D, F or FF grade in any course(s) during one semester, he/she is no longer eligible to participate in dual enrollment (an "FF" grade indicates alleged academic misconduct was involved and the student must take the Academic Integrity Seminar). If the student is pre-registered for any courses, those courses will be dropped. See section 9 (b) for the appeals process.
- g. Students may enroll in courses conducted during school hours, after school hours, and during the summer term. However, if the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not register for that course through dual enrollment.
- h. Dual Enrollment students will follow the College's procedures for drop, withdrawal and petition policies.
- i. CODE OF STUDENT CONDUCT: Students attending dual enrollment classes on the college campus will follow CF's Code of Students Conduct in term of appropriate classroom, behavior, protocol, and academic integrity (i.e., alleged academic misconduct). If a student is disruptive to the learning process, a student may lose the opportunity to participate in the dual enrollment course, regardless of eligibility requirements for continued enrollment.
- j. STUDENT RECORDS: The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to §1002.22, Fla. Stat. (2024) and 20 U.S.C. §1232g. Each party further agrees to comply with §1002.22, Fla. Stat. (2024) and 20 U.S.C. §1232g, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

11. The responsibilities of CF regarding the transmission of student grades in dual enrollment courses to West Coast Christian School.

- a. Students with unsatisfactory progress reports should be counseled by the high school counselor immediately upon receipt of the college reports.
- b. All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. CF will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's high school transcript by West Coast Christian School. Grades will be electronically transmitted securely by CF to the student's high school.

- c. If a dual enrollment student earns a D, For FF grade in any course(s) during one semester, he/she is no longer eligible to participate in dual enrollment. Payment for courses cannot be made on behalf of the student or by the student while the student is still in the K-12 system. They must have graduated and have been admitted as a regular college student to do this. Please refer to 9(c) if the student successfully petitions and the grade is subsequently changed to an acceptable grade.

12. A funding provision that delineates costs incurred by each entity.

- a. Students enrolled in a dual enrollment or early admissions program shall be exempt from the payment of registration, matriculation, and laboratory fees.
- b. Tuition, textbooks and other instructional materials as defined in F.S. 1009.30, Fla. Stat. (2024) will be funded by the FL Dual Enrollment Scholarship.
- c. West Coast Christian School shall be responsible for the inventory, recovery, reuse, and sale of textbooks and instructional materials provided under this agreement in conjunction with the College of Central Florida Bookstore (Barnes & Nobles).

13. Any institutional responsibilities for student transportation, if provided.

- a. The student will be responsible for providing transportation to and from facilities where dual enrollment classes are held.

14. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. 1011.62(1)(i) shall include in its dual enrollment articulation agreement, services and resources that are available to students with disabilities who register in a dual enrollment course at the eligible institution.

- a. In order to be eligible for academic accommodations, students with disabilities who enroll in a course provided at a College of Central Florida facility must meet the requirements established by CF's Office of Accessibility and Counseling Services. Students who require accommodations are responsible for registering with Accessibility and Counseling Services. Failure to register with these services will preclude the student from appealing a failing grade on the grounds of not receiving accommodations.

15. MISCELLANEOUS

- A. **Excess Funds:** Any party receiving funds erroneously paid by the School under this Agreement shall promptly notify and return to the school such erroneously paid funds.
- B. **Entire Understanding:** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the parties.
- C. **Amendments:** The provisions of this Agreement may only be amended, supplemented, waived, or changed by a writing making specific reference to this Agreement signed by both parties.
- D. **Governing Law & Venue:** This Agreement and all transactions contemplated hereunder 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. Venue for any litigation related hereto shall be in Marion County, Florida.
- E. **Compliance with Laws and Policies:** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations and the school policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.

- F. **Public Records:** Each party shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, West Coast Christian School ("School") shall:
- i. Keep and maintain public records required to perform the service.
 - ii. Upon request from the CF's custodian of public records, provide CF 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.
 - iii. 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 School does not transfer the records to CF.
 - iv. Upon completion of this Agreement, transfer, at no cost, to CF all public records in possession of School or keep and maintain public records required by CF to perform the service. If School transfers all public records to the public agency upon completion of the contract, then it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If School keeps and maintains public records upon completion of the contract, then it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CF, upon request from CF's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If the school has questions regarding the application of Chapter 119, Florida Statutes, it is the school duty to provide Public Records relating to this contract, contact the custodian of records at: Charles Prince, VP Administration and Finance at (352) 854-2322, ext. 1637, princech@cf.edu or in person at 3001 SW College Road, Ocala, FL 34474. §119.0701, Fla. Stat. (2024).

- G. **Non-Discrimination:** The parties agree that no person shall be subjected to discrimination because of age, race, color, handicap, disability, pregnancy, gender, marital status, national origin, or religion in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.
- H. **No Waiver of Sovereign Immunity:** Nothing herein is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under §768.28, Fla. Stat. (2024). This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- I. **Inspector General Audits:** The parties shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.
- J. **No Third-Party Beneficiaries:** Nothing herein shall be construed as consent by any agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party.
- K. **Waiver:** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and/or the policies of school does not relieve CF of the indemnification provisions required by this Agreement.
- L. **Assignment:** Neither CF nor the school may assign or transfer any interest arising in or from this Agreement without the prior written consent of both parties. Should an assignment occur upon mutual consent, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

M. Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and hand delivered by messenger or courier service; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

N.

Allan Danuff, The College of Central Florida
3001 SW College Road
Ocala, FL 34474
Email: danuffa@cf.edu

Laree Pringle, West Coast Christian School
4081 N. Citrus Avenue,
Crystal River, FL 34428
Email: wccslions@yahoo.com
Contact Number: (352) 228-4140

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice shall be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date emailed, if by email, 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, if mailed.

II. Accountability

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the school administrator and the Chair of the District Board of Trustees of the College of Central Florida, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the College President and the school administrator of West Coast Christian School. This Agreement shall be valid for the 2025-2026 school year.

IN WITNESS WHEREOF, West Coast Christian School and the District Board of Trustees of the College of Central Florida have adopted this agreement and caused it to be executed by their respective chairmen and chief executive officers in accordance with Section 1007.235, Fla. Stat. (2024), Dual Enrollment Articulation Agreements.

Date

Charlie Stone, Chair, District Board of Trustees,
College of Central Florida

9/2/25

Date

Laree Pringle

Laree Pringle, Owner/Manager, West Coast Christian School

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Curriculum Changes

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

The Curriculum Committee recommended at its September 25, 2025 meeting that the attached changes to the college curriculum be approved. The President recommends these changes for Board approval.

RECOMMENDATION/ACTION REQUESTED:

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



MEMORANDUM

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

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

DATE: September 25, 2025

SUBJECT: Approved Curriculum Actions – Curriculum Changes – September 2025

The following curriculum changes were approved by the Curriculum Committee at its September 25, 2025 meeting, and are awaiting approval by the District Board of Trustees:

Proposal 2025-3 – Nancy Abshier

Program Modification

- 2247 – AS degree in Medical Office Administration (60 credits)
 - Move HIM1000 Introduction to Healthcare and Health Information Technology (3 credits) from electives to program core.
 - Decrease electives from 12 credits to 9 credits.

Proposal 2025-4 – Chantal Hensley

Program Modification

- 2360 – AS degree in Cardiovascular Technology (77 credits)
- Remove CVT1800L Cardiovascular Clinical Pre-practicum I (3 credits) from Invasive Track and replace it with CVT1802L Cardiovascular Noninvasive Pre-practicum (3 credits)

New Course

- CVT1802L Cardiovascular Noninvasive Pre-practicum (3 credits)

Course Modifications

- CVT1205C Cardiovascular Pharmacology and EKG Management (3 credits)
 - Modifying corequisites to allow students to take CVT1801L **OR** CVT1610C rather than requiring both courses.
 - Revision to objectives to include content on IV care and administration.
- CVT1610C Ultrasound Physics I (3 credits)
 - Move CVT1270C from corequisite to prerequisite.
 - Add CVT1802L as a prerequisite option.
 - Revision to course objectives to include state language.
- CVT1616C Ultrasound Physics II (4 credits)
 - Revision to course objectives to include state language.
- CVT2620 Noninvasive Cardiology I (3 credits)
 - Add CVT1610C as a prerequisite option.
 - Revision to objectives to add radiation safety content.

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 29, 2025

SUBJECT: Mission (Vision) and Core Values of the College

INITIATOR: Dr. James D. Henningsen
President

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

The college's Mission (Vision) of the College, Policy 1.00 and Core Values (listed below) are presented for Board review. No changes are recommended.

Mission: We transform lives and enrich our community by providing a supportive high-quality learning environment that prepares individuals to excel in work and life.

Vision: Your first choice for quality higher education.

We Empower

- Cultivating individual and collective strength, value and responsibility
- Creating a caring and collaborative culture where faculty and staff are committed to the success of all
- Supporting each individual's potential and growth

We Engage

- Being a responsive partner, fully focused on the success of our students, faculty, staff and community
- Taking initiative to achieve positive results
- Taking action to connect, learn and grow with the institution

We Excel

- Delivering high-quality learning experiences
- Committing to the highest standards of education, service, accountability and organizational performance
- Leading with service excellence

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees reaffirm its commitment to the current, Mission (Vision) of the College, Policy 1.00 and the college's Core Values.

COLLEGE OF CENTRAL FLORIDA

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AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Ocala Campus Chiller Plant Cross-Connect Project

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

DATE: October 22, 2025

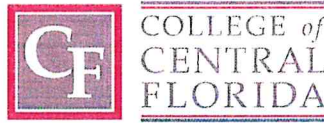
OBJECTIVE AND PERTINENT FACTS:

Currently, the East Campus plant operates at full capacity during peak summer loads. Connecting to the under-utilized West Campus plant will improve chilled water production efficiency and reduce operational strain on the aging equipment in Building 51.

This project will enhance both the short-term reliability and long-term cost savings of the chilled water infrastructure at the Ocala Campus.

RECOMMENDATION/ACTION REQUESTED:

That the District Board of Trustees approve the proposal with Siemens and authorize the Board Chair to sign on behalf of the College.



PLANT OPERATIONS DEPARTMENT
MEMORANDUM

To: Chuck Prince, Vice President Administration and Finance

Date: October 14th, 2025

From: Katie Hunt, Director of Facilities

Signature: Katie Hunt

For your review and submission to the District Board of Trustees for approval, please find attached the Siemens proposal for the Ocala Campus Chiller Plant Cross-Connection Project.

Project Overview

- Total project cost: \$2,144,585.00
- This project proposes to connect the existing Building 51 East Campus Chiller Plant to the Building 23 West Campus Chiller Plant.
- Currently, the East Campus plant operates at full capacity during peak summer loads. Connecting to the underutilized West Campus plant will improve chilled water production efficiency and reduce operational strain on the aging equipment in Building 51.

Benefits and Justification

- The West Chilled Water Plant (Building 23) is only three years old and currently runs at low capacity; it requires additional load to operate efficiently.
- Cross-connecting the two plants will yield an average efficiency of 0.77 kW/ton, considered best in class.
- Typical chiller plant lifecycle is 20–25 years; the East Plant (Building 51) is approximately 15 years old.
- The connection will reduce runtime for East Plant chillers by 42%, decreasing costly replacements and maintenance.
- The newer West Plant chillers will reduce operating costs and provide backup capacity for the East Plant.
- Emergency repair costs for the East Plant could be reduced by over \$1.5 million.
- All chillers will operate at optimal efficiency.
- Air-cooled chillers will be decommissioned and removed, saving on lifecycle and emergency maintenance costs.
- Recovering refrigerant from air-cooled chillers is expected to generate positive cash flow of nearly \$50,000.
- The cross-connection improves overall system efficiency, provides emergency redundancy, and balances load across campus plants.
- Building 23 has structural capacity for expansion, unlike Building 51, making this a cost-effective solution.

Pending approval, this project will enhance both the short-term reliability and long-term cost savings of the chilled water infrastructure at Ocala Campus. Please advise if further information is needed. I respectfully request this proposal be submitted to the District Board of Trustees for approval.

Charles Stone
Chair District Board of Trustees

Date _____

Cc: Craig Davis, *Manager Plant Safety and Facility Operations*, Plant Operations, College of Central Florida



The College of Central Florida
3001 SW College Road
Ocala, Florida 34478-1388
Attn: Katie Hunt
Director of Facilities
Date: 08/08/2025
Re: **Chiller Plant Cross Connection Project**

Dear Katie,

The following is the Chiller Plant Cross Connection Project that will cross connect the chiller plants of Building #5 and Building #23. The plants currently operate as two separate plants. Building #23 covers the West Campus and Building #5 covers the East Campus. The project proposal is good for the next (30) days. Current Terms and Conditions are included with this proposal.

The project has been designed for the following reasons:

1. When the plants are connected, there will be no need for the (3) Chillers at Building #3, the (3) Chillers at Building #40 and the (3) Chillers at Building #39. This will eliminate the need for the associated service agreement on the (9) chillers and will also any repair and or replacement costs that may be required in the future. The cost of future service can be considered part of the ROI related to this project.
2. Building #5 is currently at capacity on the highest load conditions during the hottest months of summer. By combining the plants, the additional capacity in Building #23 can be utilized by the East side of campus. This will improve the efficiency of the chilled water production and remove the load off of the aging chillers at the Building #5 facility. This should also be considered as part of the ROI as you will now be utilizing the most efficient and youngest chillers in your inventory.
3. Building #5 is also at capacity for adding equipment to that plant. Adding equipment to the Building #5 plant will require major modifications to the building and surrounding courtyard for adding any towers. The Building #23 has the extra space requirements engineered in the building and the expansion of the West side plant will be much more economical. The future replacement of the aging infrastructure can also be part of the ROI associated with this project.
4. In an emergency condition either plant can serve either side of campus. For example: If a chiller is non-operational on the East side of campus, the West side plant will be able to provide the additional capacity required. This will assist you in emergency conditions and weather conditions that may affect your infrastructure. If damage occurs to one of the facilities and or chillers, it will allow the cross campus plant to operate at full capacity or if even one chiller is damaged at each facility, it will allow the combination of bot facilities to operate simultaneously. This can also be part of the ROI as during these conditions, you will not be required to hire and connect an emergency temporary chiller.
5. The chillers and equipment in Building #23 are only a few years old. The Building #5 chillers and equipment are much older and less efficient. This project will allow the Siemens Demand Flow program to even run times of the chillers and pick and choose the more efficient chiller with the least amount of run time. Again, the Demand Flow on the two plants will be modified by the Center of Competency Demand Flow Team. The associated programming, trending and alarming will also be part of the project and will increase the ROI for both plants being connected a one load.
6. Add load to Building #23: The current peak load on Building #23 is below 50% capacity due to the downsizing of the new Nursing Facility. Adding the chiller plant connector will allow Building #23 to run more efficiently with a greater load and off load the load from the Building #5 plant that has aging infrastructure.

Siemens Industry, Inc.

4111-B NW 6th Street
Gainesville, FL 32609

8940 Western Way, Suite 1
Jacksonville, FL 32256

The following is the Proposed Solution for the associated purpose and existing conditions. The proposed solution is as follows:

The project includes the following:

1. The project includes the provision of Schedule 40 carbon steel pipe above ground and the tying to the HDPE below grade with transition fittings.
2. 2" foam glass insulation and aluminum jacket above grade.
3. 2" foam glass insulation with pit wrap for all underground piping
4. The associated hangers and piping in the cooling tower yard at the Building #5 plant.
5. Manual valves and tees as needed at tie in points.
6. Directional drilling will be 10" HDPE IPS piping from plant to plant.
7. The necessary excavation of the pits to complete the boring and building tie ins. Also included is the backfill and landscape restoration.
8. All chemical flush will be provided for the new piping. COCF will be responsible for the coordination with the incumbent chemical treatment company and their final adjustments to the existing chemicals after installation.
9. Subcontractor Insurance is included for all of our subcontractors.
10. Labeling of the associated devices is included.
11. The pre and post testing of the plants delivery in flow is included.
12. The provision of the Ground Penetrating Radar is included.
13. The associated design and engineered drawings, specifications and associated as build documentation is included.
14. The COCF will be responsible for the disconnection and the removal of the (3) chillers at Building #3, the (3) chillers at Building #40 and the three chillers at Building #39. COCF will disconnect the electrical from the chillers and remove the pipe and wire to the closest junction box. Not to the building structure. The conduit will be sealed by the customer. Siemens will be responsible for the demo and removal of the chilled water piping and the electrical to the building structure. The customer will be responsible for the removal and storage of any refrigerants and the associated oils. The customer will also be responsible for the removal and disposal of the chillers. The customer will also be responsible for the removal of the concrete pads and the associated fencing, underground chilled water piping and landscaping.
15. There will be no work on the Webber Building. The Webber building will be left stand alone and connected to the Building #5 chiller plant. The air-cooled chillers will remain online as full redundancy in case of emergency.
16. Siemens will install (2) manual valves on each side of the chiller supply and return lines.
17. Siemens will provide and install (2) automatic valves on each side of the chiller lines.
18. Siemens will provide and install (2) flow meters and (4) immersion sensors and wells on the cross-connection points.
19. Siemens will perform the reprogramming of Building #5. Building #5 is currently a modified Demand Flow plant and will be reprogrammed in its entirety to become a Demand Flow plant and the programing will include the interconnection of the Building #23 plant. The project also includes the provision and installation of (6) high accuracy DPT's, and the provision and installation of (12) Immersion sensors.
20. Demo of all devices and provision of devices to COCF for first refusal.
21. One-year parts and labor warranty are included. The project will be performed during normal working hours. No overtime is included in our costs except for the Building tie ins.
22. No new BAS controllers are included in the cost. Only BAS sensors, point panel extenders, programming, trending, and alarming. Wiring and conduit may be reused in certain applications.
23. No temporary cooling or heating is included in the cost.

Please note the following: This proposal is as per GSA Schedule #GS-07F-217CA:

Terms and conditions of our proposal are included as attached to this proposal.

Net Price:	\$	2, 144, 585.00	
	Two Million One Hundred and Forty-Four Thousand, Five Hundred and Eighty-Five		DOLLARS
Proposal Accepted: Siemens Building Technologies, Inc. is authorized to proceed with the work as proposed.		Proposal Submitted: Siemens Building Technologies, Inc.	
Purchaser		Seller	Steven A. Moore
By		By	<i>Steven A. Moore</i>
Title		Title	Account Executive
Date		Date	08/08/2025

Siemens' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. Siemens shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by Siemens due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on Siemens' vendors).

SIEMENS RAM PROJECTS BUSINESS STANDARD TERMS AND CONDITIONS

PREAMBLE

THESE STANDARD TERMS AND CONDITIONS entered into by and between the entity identified in Siemens' proposal ("Buyer" or "Customer") and **Siemens Industry, Inc.**, a Delaware Corporation ("Siemens"), are effective as of the Effective Date hereof. These Standard Terms and Conditions incorporate Siemens' proposal (the "Proposal").

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" has the meaning set forth in Article 18.1.

"Affiliate" means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question and, with respect to Siemens or Buyer, is not a competitor of, or in litigation or arbitration with, Siemens or Buyer, as the case may be.

"Applicable Laws" means all applicable laws, including Environmental Laws, treaties, ordinances, rules, regulations and interpretations of any Governmental Authority having jurisdiction over the design, engineering, fabrication, manufacturing, delivery, assembly, erection, installation, and/or the performance of the Parties' obligations under this Agreement.

"Applicable Permits" means the permits, clearances, licenses, authorizations, consents, filings, exemptions or approvals from or required by any Governmental Authority that are necessary for the performance of the Parties' obligations under this Agreement.

"Asbestos" shall mean and include chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

"Buyer Caused Delay" means any delay in Siemens' or its Subcontractors' performance of the Work which is caused by (i) Buyer's or any Buyer Party's failure to timely perform its obligations under this Agreement, or (ii) any other event or cause which is beyond the control or not the responsibility of Siemens or any of its Subcontractors, and is not otherwise a Force Majeure Event.

"Buyer Party" or **"Buyer Parties"** means Buyer, any Affiliate of Buyer, and any of their respective contractors, subcontractors, employees, laborers, materialmen, agents or representatives which is not a competitor of Siemens.

"Contract Price" means the cumulative price payable by Buyer with respect to all Work which Siemens shall perform or provide in connection with this Agreement, as the same is set forth in Section 4.1 of this Agreement.

"Convenience Termination Payment" has the meaning set forth in Section 13.2.

"Deliverables" means collectively, (a) any Equipment and any Software deliverable to Buyer from Siemens in connection with the Work, and (b) any Work Product.

"Effective Date" means the last date on which this Agreement became fully executed (either electronically or otherwise).

"Environmental Laws" means applicable national, state, commonwealth, provincial, municipal, and local laws as well as all rules, regulations, codes, standards, permits, directives, or ordinances that impose liability or standards of conduct (including disclosure or notification requirements) concerning the protection of human health or the environment, including, without limitation, all laws affecting, controlling, limiting, regulating, pertaining, or relating to the manufacture, possession, presence, use, generation, storage, transportation, detection, monitoring, treatment, Release, disposal, abatement, cleanup, removal, remediation, or handling of Hazardous Materials.

“Equipment” means the installed physical equipment to be provided by Siemens as described in greater detail in the Proposal.

“Event of Default” has the meaning set forth in Section 13.1.

“Final Completion Date” means that the date on which all the Work has been completed including all punch list items.

“Force Majeure Event” has the meaning set forth in Section 10.2.

“Governmental Authority” means any federal, state, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any material, substance, or waste, that, by reason of its composition or characteristics, is hazardous to human health and/or the environment, including any “solid waste” or “hazardous waste,” as those terms are defined by the Resource Conservation and Recovery Act of 1976, as amended, any “hazardous substance,” as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other hazardous, toxic or radioactive chemical, waste, byproduct, pollutant, contaminant, compound, product, material or substance, including without limitation, Asbestos, Asbestos containing materials (“ACM”), polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any other material that is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

“Import Duties” means any taxes, customs duties, tariffs, fees, imposts and governmental charges of any kind that are payable upon or in relation to the importation of the components of the Equipment into the Country where the Work is to occur. Import Duties do not include any property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, or their sale, their value or their use, or any services performed in connection therewith imposed by any federal, state or local Governmental Authority in the location where the Work is to be performed.

“Indemnitor” has the meaning set forth in Section 14.1.

“Indemnitee” has the meaning set forth in Section 14.1.

“Notice to Proceed” shall mean the written notice issued by Buyer to Siemens stating that Siemens may begin the Work.

“Party” or “Parties” means, respectively, Buyer, Siemens or both, as the context requires.

“Patent Cooperation Treaty” means an international patent law treaty, concluded in 1970, that provides a unified procedure for filing patent applications to protect inventions in each of its more than one hundred and forty-five (145) contracting states.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Proposal” means the document that is made part of this Agreement that describes the Work and the pricing applicable to the Project.

“Project” is as identified in the Proposal.

“Project Site” means the particular site designated by Buyer on which the Project shall be located.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Materials into the environment, including the abandonment or discard of barrels, containers, and other closed receptacles containing any Hazardous Materials.

"Siemens Parties" means Siemens, any Affiliate of Siemens, and any of their respective Subcontractors, employees, laborers, materialmen, agents or representatives, and "Siemens Party" means any of the foregoing.

"Software" means any software that is owned or licensed by Siemens or its Affiliates and that is separately deliverable for use in the Equipment or in a computer system owned by Buyer or is delivered as firmware embedded in the Equipment.

"Subcontractor(s)" means any Person of any tier supplying material, equipment, labor, goods or services to Siemens in connection with the Work and obligations of Siemens under the Agreement.

"Substantial Completion" or "Substantially Complete" means that the Work, or any identifiable portion thereof, is sufficiently complete, in accordance with the provisions of this Agreement relating to the scope of the Work, such that the Buyer will be able to realize from such Work substantially all of the practical benefits intended to be gained therefrom, or otherwise employ the Work for its intended purpose with only punch list items remaining.

"Termination for Cause" has the meaning set forth in Section 13.1.

"Warranty" or "Warranties" has the meaning set forth in Section 9.1.

"Warranty Period" has the meaning set forth in Section 9.4.

"Work" means Siemens' scope of work with respect to the Equipment, major components, spare parts and associated services and other work supplied by or on account of Siemens and its Subcontractors pursuant to its obligations specified in this Agreement and as identified as Siemens' responsibility in the Proposal.

"Work Product" means the tangible form of a report or drawing specifically developed for, commissioned by and deliverable to Buyer in connection with the Work to be performed by Siemens under this Agreement

"Work Schedule" means that certain schedule governing Siemens' provision of the Work as set forth in the Proposal.

ARTICLE 2 PERFORMANCE OF THE WORK AND OBLIGATIONS OF SIEMENS

2.1 Work to be Performed by Siemens.

2.1.1 General.

Buyer hereby retains Siemens as an independent contractor, not an agent or employee of Buyer, to perform and provide, or cause to be performed and provided, and Siemens hereby agrees to perform and provide, or cause to be performed or provided, all of the Work specified as being within Siemens' scope of Work, all in accordance with the terms and conditions of this Agreement.

2.1.2 Standard of Care.

The Work shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances or conditions.

Buyer agrees that Siemens shall be authorized, at its discretion and without consent, to utilize any of its world-wide affiliates to perform (subcontract) work under this Agreement. (Buyer agrees that) Buyer's data may be viewed or accessed from outside the United States by Siemens world-wide affiliates.

Buyer data may be stored and/or accessed in the United States or other countries in which Siemens or our (subcontract) affiliates operate.

2.2 Scheduling and Monitoring of Milestones.

Except to the extent that Siemens is entitled to a Scope Change Order or other relief provided for in this Agreement, Siemens shall perform its Work in accordance with the Work Schedule. Further, Siemens shall provide periodic reports to Buyer concerning the status of Siemens' activities, including information pertaining to the progress of the Work and any circumstances known at the time of reporting which could be anticipated to cause a material deviation from the Work Schedule.

2.3 Siemens Documents.

Except as otherwise provided in this Agreement, within fifteen (15) days of receipt of any Siemens document required to be submitted to Buyer for review under this Agreement, Buyer shall notify Siemens of any resulting comments or questions. If Buyer fails to respond within such period, then such drawing or document shall be deemed to have been reviewed and approved by Buyer as submitted. Siemens shall, within fifteen (15) days of Buyer's notification of any comments or questions on any Siemens document respond to Buyer's comments or questions, provided that Siemens shall not be required to change the design of the Equipment pursuant to such Buyer comments or questions.

2.4 Permits.

Siemens shall obtain and maintain the Applicable Permits required to be obtained by Siemens in its name to perform the Work under Applicable Laws (the "Siemens Permits"). If any Siemens Permit (or application therefor) requires action by Buyer, Buyer shall, upon the request of Siemens, take such action as is reasonably appropriate.

2.5 Siemens' Labor.

Siemens shall be responsible for the conduct and deeds of its labor and its Subcontractor's labor in the performance of the Work under this Agreement. However, Siemens shall not interfere with any members of any police, military or security force in the execution of their duties.

2.6 Safety

Siemens may suspend its performance of the Work at the Project Site, if, in the reasonable opinion of Siemens, based upon industry standards and Siemens' applicable safety programs, conditions at the Project Site for which Siemens is not responsible become unsafe for the continued performance of the Work and such conditions are not rectified by Buyer immediately. Siemens shall resume its performance of the Work promptly after the unsafe conditions are rectified by Buyer. Siemens shall be entitled to a Scope Change Order to compensate Siemens for the increased cost of its performance and/or schedule delay resulting from such suspension of the Work.

ARTICLE 3 SUBCONTRACTORS

Buyer acknowledges that Siemens intends to have portions of the Work performed by Subcontractors qualified to perform such Work pursuant to written subcontracts between Siemens and such Subcontractors. No contractual relationship shall exist between Buyer and any Subcontractor with respect to the Work. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Buyer, or their work, or to provide the means, methods or sequence of their work or to stop their work.

ARTICLE 4 CONTRACT PRICE AND PAYMENTS TO SIEMENS

4.1 Contract Price and Payment.

The total Contract Price is as set forth and defined more specifically in the Proposal. Buyer shall pay the total Contract Price to Siemens in accordance with the Proposal. Each payment, except for the initial payment, shall be made by wire transfer, pursuant to wire transfer instructions to be provided by Siemens to Buyer, within thirty (30) days from the date of the Siemens invoice therefor or by such other payment method acceptable to Siemens.

The Contract Price is based upon Buyer performing its obligations set forth in this Agreement.

The Contract Price, schedule, warranty and guarantee obligations are based upon unrestricted working hours at, and free access seven (7) days a week, twenty-four (24) hours a day, to the Project Site, including

free access to any components requiring assembly by Siemens as part of Siemens' scope of Work.

4.2 Taxes.

The Contract Price does not include, and Buyer agrees to reimburse Siemens for, any Import Duties levied upon the Equipment, or any federal, state, or local (other than net income taxes imposed on Siemens) property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment or their sale, their value or their use, or any services performed in connection therewith

Should Buyer be exempt from any sales and/or use taxes, it shall provide Siemens with valid exemption documentation upon the Effective Date of the Agreement for the State(s) in which the delivery of the Equipment shall take place. Siemens shall not collect sales and/or use taxes from Buyer if Siemens is provided such valid exemption documentation for its files.

4.3 Disputed Invoices.

If there is any dispute about any amount invoiced by Siemens, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable shall be paid with interest calculated at the rate of one and one-half percent (1.5%) per month, limited by the maximum rate permitted by Applicable Law. The date of the original invoice on which there was a disputed amount shall determine the date upon which the disputed amount first became due and payable, irrespective of whether any subsequent invoice is issued or reissued in connection with the resolution and payment of the disputed amount.

ARTICLE 5 BUYER'S RESPONSIBILITIES

5.1 Buyer shall, at its own cost, do the following:

- (a) Designate a contact person with authority to make decisions for the Buyer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency;
- (b) Coordinate the work of contractors under Buyer's sole control so as not to disrupt the Work proceeding in an efficient manner;
- (c) Provide or arrange for 24-hour, 7-day per week access and make all reasonable provisions for Siemens to enter any Project Site where Work is to be performed so that Work may proceed in an efficient manner;
- (d) Provide for security for all components of the Work, materials, supplies, other equipment required to assemble, erect, install and commission the Work, and any other property owned or leased by Buyer, Siemens or any of its Subcontractors located at the Project Site;
- (e) Permit Siemens to control and/or operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work;
- (f) Furnish Siemens with blueprints, surveys, legal descriptions, waste management plans and all other available information pertinent to the Work and any Project Site where the Work is to be performed as may be reasonably requested by Siemens;
- (g) Furnish Siemens with all approvals, permits and consents from Governmental Authorities and others as may be required for performance of the Work, except for Siemens Permits;
- (h) Comply with Applicable Law and provide any notices required to be given to any Governmental Authority in connection with the Work, except such notices Siemens has expressly agreed in writing to give;
- (i) Furnish Siemens with any contingency plans, safety programs and other policies, plans or programs related to any Project Site where the Work is to be performed; and
- (j) Provide and maintain at the Project Site: (1) suitable electrical service, including clean, stable, properly conditioned power, to all Equipment; (2) telephone lines, capacity and connectivity as

required by such Equipment; and (3) heat, light, air conditioning or other environmental controls, and other utilities in accordance with the specifications for the Equipment.

5.2. Export Import Compliance.

Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Equipment, including any export / import license requirements. Buyer agrees that Equipment will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

ARTICLE 6 **HAZARDOUS MATERIALS**

Prior to any Work being conducted at the Project Site, Buyer shall: (a) identify to Siemens the presence, location and quantity of ACM at the Project Site; and (b) either certify that the work area associated with Siemens' scope of Work is free of ACM or take such action as may be required under Environmental Laws to abate the ACM and, thereafter, certify that the work area associated with Siemens' scope of Work is free of ACM. Siemens makes no representation that it is licensed to abate ACM and shall not be obligated to install, disturb, handle, or remove any ACM.

Buyer represents and warrants that, prior to the execution of this Agreement, Buyer has notified Siemens in writing of any and all Hazardous Materials known to be present on the Project Site and has: (a) expressly identified the nature and location of such Hazardous Materials to Siemens, including the provision of a map identifying the same; and (b) provided a copy of any Project Site policies related to such pre-existing Hazardous Materials, including, without limitation, material safety data sheets, chemical hygiene plans, laboratory procedures, or other items covered or required to be disclosed or maintained pursuant to applicable Environmental Laws.

The Work does not include, either directly or indirectly, performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of Hazardous Materials. If any Hazardous Materials, including ACM, are encountered at the Project Site, Siemens shall immediately stop all Work in the affected area and report the condition to Buyer. Buyer shall promptly, in accordance with all applicable Environmental Laws and at its sole cost and expense, remove or render harmless, or take other actions as may be necessary to remediate the hazards associated with any such Hazardous Material, including, without limitation, signing and listing Buyer (or the appropriate Buyer Party) as the generator of the Hazardous Materials on any waste manifest that may be required by Environmental Laws. Siemens' Work in the affected area shall not be resumed until Buyer has complied with the foregoing obligations.

If the existence and remedying of Hazardous Materials at the Project Site results in an increase in Siemens' costs and/or impacts Siemens' ability to meet its obligations, guarantees, or the Work Schedule under the Agreement, Siemens shall be entitled to a Scope Change Order in accordance with the applicable provisions of Article 8, increasing the Contract Price and providing an equitable extension of the Work Schedule and other provisions of the Agreement affected thereby or otherwise affected by Buyer's non-compliance, commensurate with the time reasonably required to overcome such delay and added cost, including without limitation, overtime charges for labor and equipment.

Buyer, on behalf of itself, all Buyer Parties, and the predecessors and successors in interest, insurers, and assigns of each of them, shall defend, release, indemnify and hold harmless Siemens, all Siemens Parties and the successors and assigns of each of them from and against any and all liability arising under Environmental Laws or as a result of any Hazardous Materials at or any environmental condition of the Project Site, including, without limitation, fines and penalties, reasonable fees for attorneys, consultants or other professionals, and the costs of reporting, investigation, monitoring, containment, cleanup, storage, disposal, transportation and any other remedial actions arising under applicable Environmental Laws that are incurred by any Indemnitee hereunder for and as a result of: (i) death or bodily injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effects on the environment, including a Release of any kind, (iv) any violation by Buyer or any Buyer Party of Environmental Laws, and/or (v) a breach by Buyer or any Buyer Party of any legal duty arising under applicable Environmental Laws or any obligations under the environmental provisions of this Agreement. This release and indemnity shall survive the termination or expiration of this Agreement and shall be construed as broadly as possible under applicable Environmental

Laws.

ARTICLE 7 **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS SHALL NOT BE LIABLE TO BUYER, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM THE OTHER PARTY'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE EQUIPMENT THAT GAVE RISE TO THE CLAIM.

EACH PARTY AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 7 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF EITHER PARTY HAS BEEN ADVISED BY THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 7 EXTEND TO EACH PARTYS' AFFILIATES (AND THEIR EMPLOYEES), PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OF ANY TIER (AND THEIR EMPLOYEES), AGENTS, AND SUCCESSORS AND ASSIGNS.

ARTICLE 8 **CHANGES TO THE WORK**

Siemens shall deliver and/or perform the Work in accordance with the Applicable Laws in effect on the Effective Date. No change will be made to the scope of Work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications associated therewith. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a change order for an equitable adjustment in the price and time of performance.

ARTICLE 9 **WARRANTY**

9.1. Warranties.

Siemens warrants that: (i) the Equipment is free from defects in material and workmanship; (ii) the Equipment is in compliance with Siemens' Proposal; and (iii) at the time of delivery, Siemens has title to the Equipment free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to Software furnished by Siemens. The sole and exclusive warranties for any Software are set forth in the applicable Software License Agreement or Terms of Use to be provided with the Software.

9.2. Conditions to the Warranties.

The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Equipment after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the Warranty Period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Equipment to assess the warranty claims; (vii) Equipment not having been subjected to accident (including Force Majeure), alteration, abuse or misuse; (viii) Buyer not being in default of any

payment obligation and (viii) Buyer allowing Siemens the opportunity to review the operating and maintenance records relating to the Equipment and the facility it is incorporated into, if applicable.

9.3. Exclusions from Warranty Coverage.

The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Equipment that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Equipment (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Equipment will be secure from cyber threats, hacking or similar malicious activity. Equipment that is networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

9.4. Warranty Period.

Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Equipment or eighteen (18) months from shipment ("Warranty Period"). Additionally, absent written notice within the Warranty Period, any use or possession of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

9.5 Remedies.

Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Equipment, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price applicable to the non-conforming part. The warranty on repaired or replaced parts is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Equipment; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Section 9.2 hereof or from their deteriorated condition. All exchanged Equipment replaced under this Warranty will become the property of Siemens.

9.6 Transferability.

The Warranties are only transferable during the Warranty Period and only to the Equipment's initial end-user.

9.7 THE WARRANTIES IN THIS ARTICLE 9 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 7 ABOVE. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

ARTICLE 10 DELAYS; EXCUSED PERFORMANCE

10.1 Change in Law and Buyer Caused Delay.

As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control, including without limitation, changes of Applicable Law and Buyer Caused Delays, may develop which would require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens will notify Buyer and an equitable adjustment will be made to Siemens' Contract Price and Work Schedule pursuant to Article 8. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for Work performed and for costs reasonably incurred in connection with the suspension or termination.

10.2 Force Majeure.

If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal

sources of supply, or acts or inaction of government ("Force Majeure Event"), Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay, and Siemens will get its reasonable costs for such extension of time pursuant to Article 8. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.

If Siemens is entirely prevented from performing the Work for a time period of one hundred eighty (180) aggregate days as a result of the occurrence of a Force Majeure Event suffered by Siemens, then either Party may terminate this Agreement with respect to the Work that has not been performed by the effective date of such termination at no cost or penalty, other than Buyer's obligation to pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers, and any applicable cost allocated in contemplation of performance. If the Agreement is terminated pursuant to this Section 10.2, then Siemens' remaining warranty and performance guarantee obligations shall automatically terminate.

ARTICLE 11 **INSURANCE**

11.1 Siemens' Insurance Coverage.

- (a) Siemens shall maintain in full force and effect the following insurance coverage and limits specified below commencing ten (10) days after Buyer's issuance of a Notice to Proceed and continuing until the Final Completion Date. Siemens shall provide Buyer applicable insurance certificates of such coverage prior to the shipment of any Equipment to the Project Site or the commencement of any Work at the Project Site. The required limits of insurance may be satisfied with any combination of primary and excess coverage.
- (b) Siemens or Siemens' insurance carrier shall endeavor to provide Buyer with thirty (30) days' prior notice of cancellation, termination or material alteration of any insurance coverage set forth in this Article 11. In addition, Siemens' insurance shall be maintained with insurance companies having an A.M. Best rating of "A-" or better and a financial size category of "VII" or higher (or a comparable rating by any other rating entity reasonably acceptable to Buyer and evidenced by Buyer's written confirmation, which acceptance shall not be unreasonably withheld).
- (c) Siemens has the responsibility and obligation to procure and maintain the following insurance policies:
 - (i) Workers' Compensation Insurance in accordance with Applicable Laws and regulations applicable to the jurisdiction in which the Work is performed;
 - (ii) Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident, per employee for occupational disease, and in the aggregate for occupational disease;
 - (iii) Commercial General Liability Insurance with coverage written for bodily injury and broad form property damage on an "occurrence" basis with a limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. This policy shall include blanket contractual coverage, railroad protective liability coverage, and coverage for premises, operations, explosion, collapse and underground (XCU) hazards, and products/completed operations. Siemens shall name Buyer as an additional insured to the extent bodily injury (including death) or third-party property damage results from the negligent acts or omissions of Siemens or Siemens' Subcontractors and require that this policy contain a "separation of insureds" clause.

11.2 Subcontractor's Insurance Coverage.

Siemens shall require its Subcontractors performing Work at the Project Site to maintain the types, coverage and limits of insurance which are reasonable in accordance with prudent industry practice and commensurate with the Work to be performed by such Subcontractor.

11.3 Waiver of Rights.

In regard to insurance maintained by either Party, including any property insurance, each such Party hereby waives, for itself and its insurers, all rights of recovery and subrogation which may arise against the other Party and its Affiliates as a result of a payment made by an insurer.

ARTICLE 12 INTELLECTUAL PROPERTY RIGHTS

Siemens shall retain all intellectual property rights in the Deliverables. Upon receipt of all fees, expenses and taxes due in respect of the relevant Work, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy and use the documents included in or with the Deliverables for their intended purpose only. If the Deliverables include Software, then Buyer agrees to take delivery of such Software subject to any applicable Siemens or third-party end-user license agreement (EULA) accompanying such Software, or if no EULA or third-party license accompanies such Siemens' Software, the EULA posted at www.usa.siemens.com/btcpseula (SIEMENS' EULA web site) for such Siemens Software.

ARTICLE 13 DEFAULT, TERMINATION AND SUSPENSION

13.1 Events of Default.

The occurrence of any one or more of the following events shall constitute an Event of Default by a Party hereunder:

- (a) A Party makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of an involuntary proceeding instituted against a Party by a third party, the proceeding is not dismissed or stayed within forty-five (45) days after it is commenced;
- (b) With regard to Buyer, Buyer fails to pay to Siemens any required payment, which failure continues for ten (10) days after receipt of written notice thereof from Siemens;
- (c) A Party has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder, and such representation is not made true within thirty (15) days after receipt of written notice thereof from the other Party; or
- (d) A Party is otherwise in material default of any provision of this Agreement or has materially failed to perform its obligations under this Agreement, provided that if such material default of this Agreement or material failure to perform this Agreement can be cured within a commercially reasonable timeframe, the defaulting Party shall be permitted such period of time within which to accomplish such cure, so long as the Party commences such cure efforts within thirty (30) days after written notice from the other Party and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of any Event of Default hereunder, the non-defaulting Party, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to the defaulting Party (a "Termination for Cause"). A Termination for Cause shall be effective upon the sixth (6th) day following delivery of the notice with respect thereto.

13.2 Termination for Buyer's Convenience.

In addition to any other termination rights available to Buyer under this Agreement, Buyer shall have the

right to terminate the delivery of Work due to the economic unfeasibility of the Project for Buyer upon fifteen (15) days prior written notice to Siemens. Buyer shall pay Siemens either (a) the sum set forth in the termination payment schedule if applicable, or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers and Subcontractors, and any applicable cost allocated in contemplation of performance (the "Convenience Termination Payment"). All payments of the Contract Price made by Buyer and received by Siemens prior to the date of termination shall be credited toward the Convenience Termination Payment. Siemens shall submit an invoice to Buyer for the Convenience Termination Payment and Buyer shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. If the Agreement is terminated by Buyer pursuant to this Section 13.2, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

ARTICLE 14 INDEMNITIES

Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Equipment(s) or Buyer's Project Site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of and shall not acknowledge any third party claims covered by this Article 14. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

ARTICLE 15 REPRESENTATIONS

Each Party represents that on the Effective Date:

(a) Organization and Corporate Action.

Siemens is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the jurisdictions in which the Project is located. Buyer is as identified in the Proposal and is duly organized, validly existing and in good standing under the laws of the State or Commonwealth identified in the Proposal. Each Party has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by the Party of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by the Party and constitutes the legal, valid and binding obligation of the Party enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

(b) No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of the Party) threatened against the Party which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of the Party to perform under this Agreement.

(c) No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of the Party, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which the Party is a party, or by which it is bound, or to which it is subject, or constitute a default under any such agreement or instrument.

ARTICLE 16

PATENT AND COPYRIGHT INFRINGEMENT

Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Equipment or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Equipment is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Buyer shall not acknowledge any such third-party proceedings defined under this Article 16. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' written consent. Siemens is not responsible for any settlement made without its prior written consent. If the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement, or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Equipment; (ii) replace it with substantially equivalent non-infringing Equipment; or (iii) modify the Equipment so it is non-infringing.

Siemens will have no duty or obligation under this Article 16 if the Equipment is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 16.

THIS ARTICLE 16 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

ARTICLE 17

CONFIDENTIALITY

Both during and for a period of ten (10) years after the term of this Agreement, the parties will: (i) treat as confidential all information obtained from the disclosing party, and (ii) use such confidential information for its intended purpose only. Confidential information includes all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing schedule information, technical data, drawings, flow charts, program listings, software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its Affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such

disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

Within thirty (30) days from the effective date of termination of this Agreement pursuant to Section 10.2, 13.1 or 13.2, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement), or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Entire Agreement.

This agreement, including the Proposal and all Exhibits thereto (the "Agreement") contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. Any modification to the Agreement must be in writing and executed by both Parties.

18.2 Applicable Law and Jurisdiction.

This Agreement is governed by and construed in accordance with the laws of the State or Commonwealth where the Project Site is located, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each Party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a State or Commonwealth in which the Project Site is located. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

18.3 Notice.

All notices, reports, demands, claims, elections, requests and other official communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be in writing signed by the Party giving such notice and shall be deemed duly served, given to and received by the other Party when delivered by first class registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier, in each case addressed to those respective representatives of each Party as identified in the Proposal.

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement, which change of address shall become effective five (5) Business Days after delivery of such Notice.

18.4 No Rights in Third Parties.

Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person, except as specifically provided herein with respect to Subcontractors.

18.5 Compliance with Laws.

The Parties agree to comply with all Applicable Laws, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Equipment.

18.6 Conflicting Provisions.

In the event of any inconsistencies in this Agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- (1) Duly authorized and executed Scope Change Orders and written amendments to the Agreement executed by both Parties, with the latest ones having precedence over the earlier ones;
- (2) This Agreement.

Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. Siemens' failure to object to any such additional, different or conflicting terms does not operate as a waiver of the terms of this Agreement.

18.7 No Partnership Created.

Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Siemens and Buyer.

18.8 Captions; Shortened Names for Convenience.

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein. Similarly, the references to "Buyer" and "Siemens" in this Agreement are shorthand used for convenience only.

18.9 Counterparts and Facsimile Execution.

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile or electronic pdf signatures of the Parties shall be deemed to constitute original signatures and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

18.10 Joint Effort.

Preparation of the Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party represents that it has obtained the professional advice (including legal, tax and accounting advice on Applicable Laws and regulations) as it has deemed appropriate or convenient.

18.11 Appendixes.

All appendixes, attachments, or exhibits referenced in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

18.12 Non-Waiver.

Any waiver by a Party of strict compliance with this Agreement must be in writing, and any failure by the Parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

18.13 Modification of Terms.

This Agreement may only be modified by a written instrument signed by authorized representatives of both Parties.

18.14 Assignment.

Neither Party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either Party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or Affiliate or Affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

18.15 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.

18.16 Survival.

The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Title and Risk of Loss," "Indemnities," and "Export/Import Compliance," survive termination, expiration or cancellation of this Agreement.

COLLEGE OF CENTRAL FLORIDA

12

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Monthly Financial Summary Report – September

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

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

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

September 2025 Financial Summary

Variance Notes

FY 2024-25 TO FY 2025-26

Revenues

Line 1: Increase in student fees compared to this period last year.

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

Line 3: Decrease in other revenue and interest received compared to this period last year.

Expenses

Line 6: Decrease in salary and wages compared to this period last year.

Line 7: Increase in employee benefits compared to this period last year.

Line 9: Increase in technology repair/maintenance annual contracts and insurance compared to this period last year.

Line 10: Increase in educational materials and data software compared to this period last year.

Line 11: Decrease in Scholarships and Other Expenses compared to this period last year.

Line 13: Increase in Capital Outlay expenses compared to this period last year.

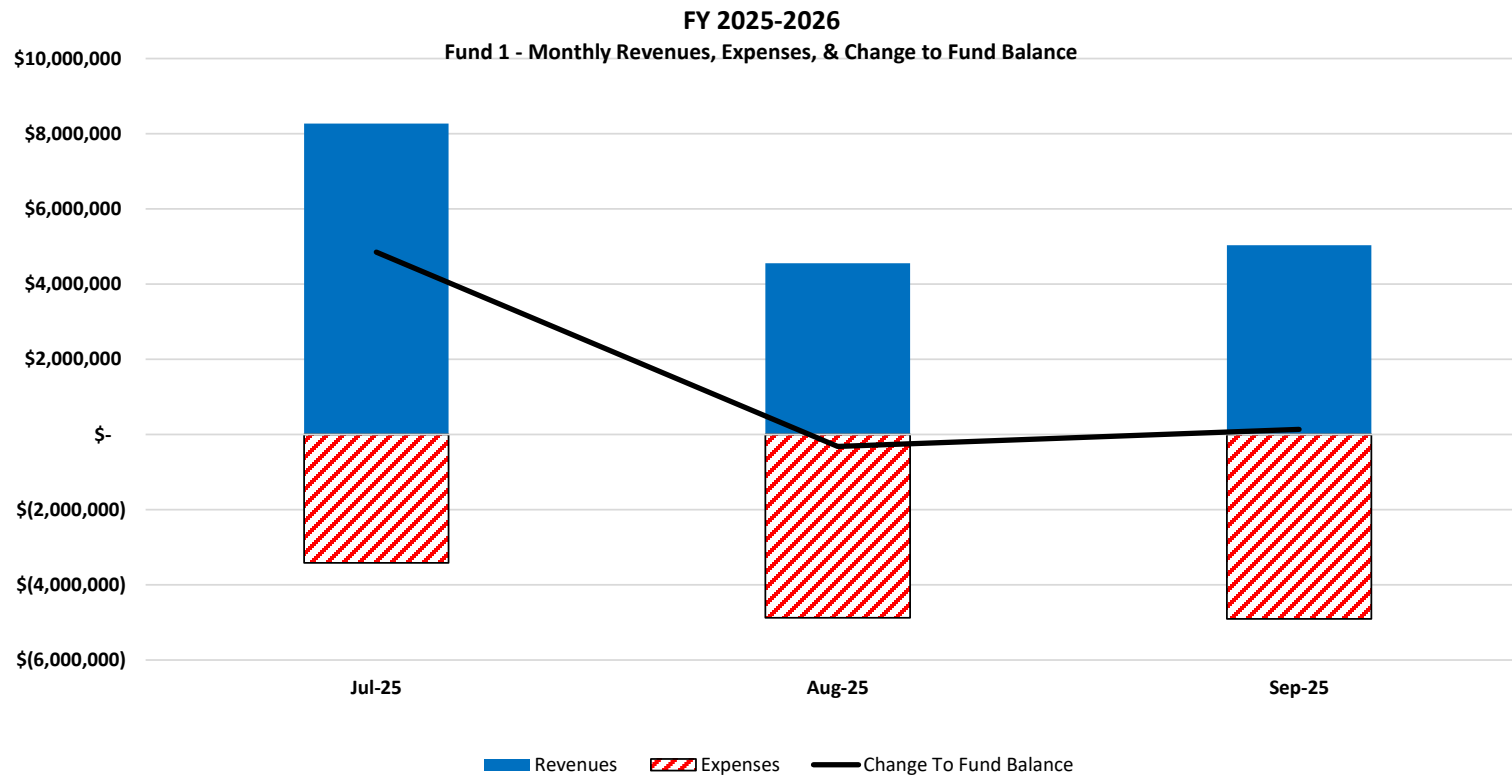
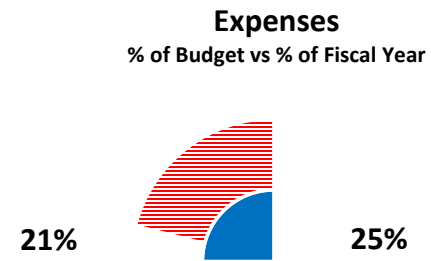
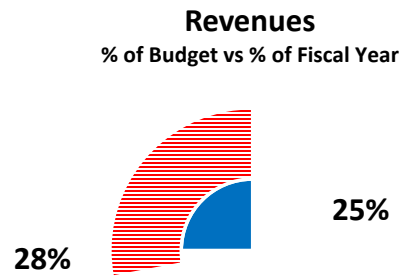
COLLEGE OF CENTRAL FLORIDA
GENERAL COLLEGE OPERATIONS FUND 1
MONTHLY FINANCIAL SUMMARY AS OF SEPTEMBER 30, 2025
FOR FISCAL YEARS 2025 AND 2026

Reflecting Actual Results for 25% of the Fiscal Year

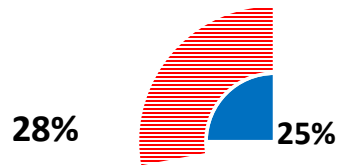
	FY 2024-25 9/30/2024	FY 2025-26 9/30/2025	25/26 % Inc (Dec)	24/25 % Inc (Dec)	FY 2025-26 Budget	25/26 % of Budget Recognized	24/25 % of Budget Recognized
REVENUES							
1 Student Fees	6,635,921	7,554,849	14%	2%	15,481,348	49%	49%
2 State Support	9,177,523	9,438,442	3%	-3%	43,146,825	22%	21%
3 Other Revenue	894,400	864,348	-3%	15%	3,688,974	23%	41%
4 Transfer from Fund Balance	0	0	0%	0%	2,000,000	0%	0%
5 TOTAL REVENUE	16,707,844	17,857,639	7%	0%	64,317,147	28%	28%
EXPENSES							
Personnel Expense							
6 Salary and Wages	6,334,654	5,863,553	-7%	7%	32,091,472	18%	20%
7 Employee Benefits	1,918,048	2,490,285	30%	7%	11,543,652	22%	19%
8 Subtotal Personnel Expense	8,252,702	8,353,838	1%	7%	43,635,124	19%	20%
Current Expenses							
9 Operating	2,213,008	2,328,479	5%	-9%	13,500,612	17%	20%
10 Supply & Material	763,781	1,095,993	43%	-5%	1,965,650	56%	42%
11 Scholarships & Other Exp	556,408	379,004	-32%	-19%	3,265,761	12%	26%
12 Subtotal Current Expense	3,533,197	3,803,476	8%	-11%	18,732,023	20%	23%
13 Capital Outlay Expense	905,615	1,037,254	15%	-36%	1,950,000	53%	31%
14 TOTAL EXPENSES	12,691,514	13,194,568	4%	-2%	64,317,147	21%	21%
15 Incr/Decr to Fund Balance	4,016,330	4,663,071	16%	6%	0		

COLLEGE OF CENTRAL FLORIDA
SCHEDULE OF ACCOUNTS
Income Statement
As of September 30, 2025

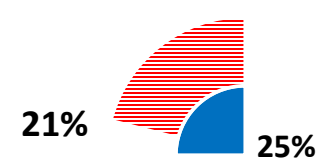
	CURRENT FUND UNRESTRICTED	CURRENT FUND RESTRICTED	AUXILIARY CURRENT	LOAN AND ENDOWMENTS	SCHOLARSHIP RESTRICTED	AGENCY FUND	UNEXPENDED PLANT	TOTAL
	Fund 1	Fund 2	Fund 3	Fund 4	Fund 5	Fund 6	Fund 7	
Revenue:								
Student Fees	7,554,849	552,435	-	-	319,433	-	1,049,258	9,475,975
State Support	9,438,442	-	-	-	-	-	5,100,041	14,538,483
Federal Support	13,949	-	-	-	10,104,741	2,745,572	-	12,864,262
Gifts, Grants	-	651,827	-	-	-	-	-	651,827
Sales and Service Department	191,416	62,301	197,281	-	-	-	-	450,998
Interest Earnings	628,355	-	-	-	-	-	1,235	629,590
Other Revenue	30,628	205	-	-	631	-	-	31,464
Non-Revenue Receipts (transfers)	-	369,247	-	-	-	-	-	369,247
Total Revenue	17,857,639	1,636,016	197,281	-	10,424,805	2,745,572	6,150,534	39,011,846
Expenses:								
Personnel Services	8,353,838	1,082,425	50,610	-	-	-	35,032	9,521,905
Current Expense	3,803,476	478,605	42,544	-	9,615,497	2,808,468	167,029	16,915,619
Capital Outlay	1,037,254	138,820	-	-	-	-	2,172,629	3,348,704
Total Expenses	13,194,568	1,699,850	93,154	-	9,615,497	2,808,468	2,374,690	29,786,228
Net Change in Fund Balance	4,663,071	(63,835)	104,127	-	809,307	(62,896)	3,775,844	9,225,618



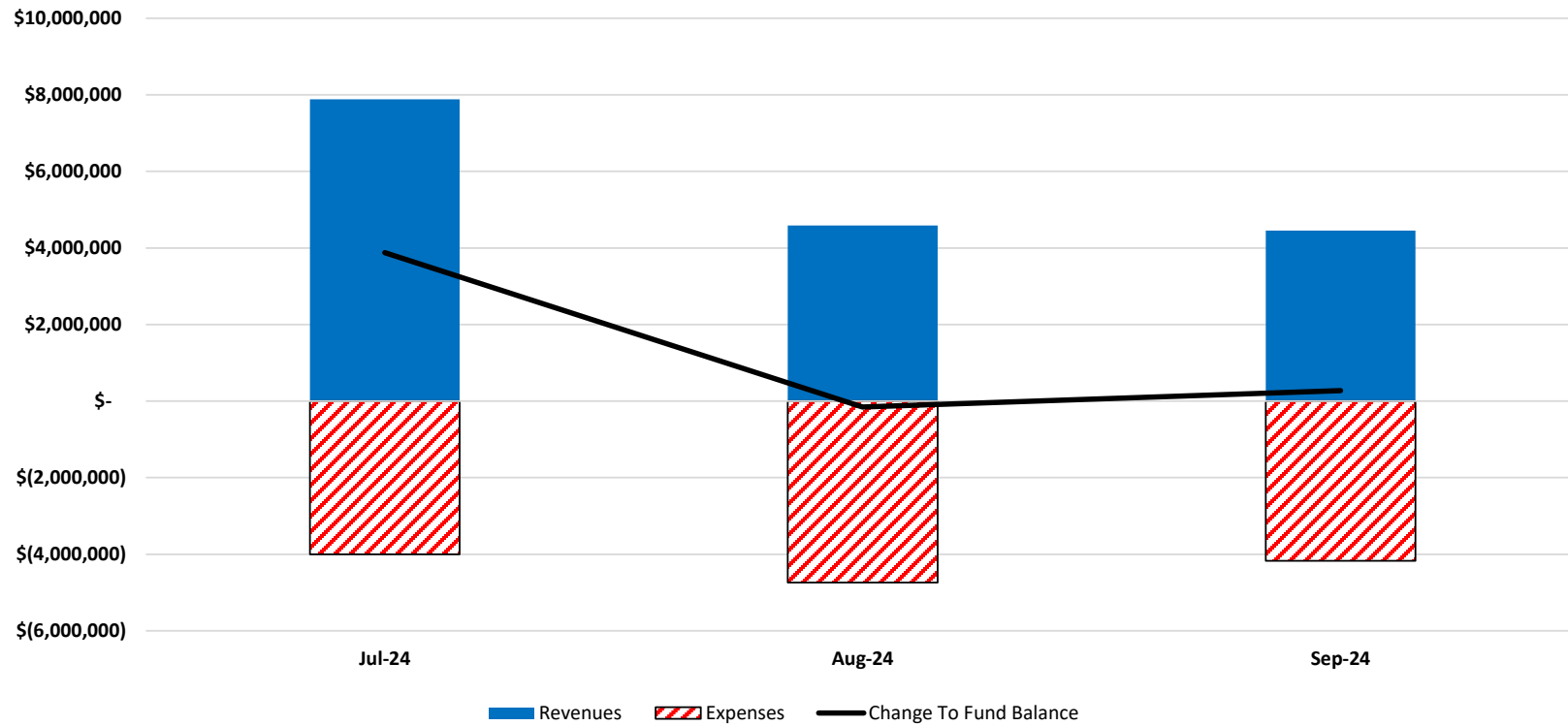
Revenues
% of Budget vs % of Fiscal Year



Expenses
% of Budget vs % of Fiscal Year



FY 2024-2025
Fund 1 - Monthly Revenues, Expenses, & Change to Fund Balance



COLLEGE OF CENTRAL FLORIDA

13

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Resource Development Department Annual Report 2024-25

INITIATOR: Dr. Tammi Viviano-Broderick, Vice President
Institutional Effectiveness and College Relations

PRESENTER: Matt Matthews, Director, Resource Development and Accreditation

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

The fiscal year 2024-25 Resource Development Annual Report is presented to the Board for review.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.

COLLEGE OF CENTRAL FLORIDA

14

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Student Enrollment History Report

PRESENTERS: Dr. Vernon Lawter, Vice President
Regional Campuses and
Interim Enrollment Management and Student Affairs

Dr. Tammi Viviano-Broderick, Vice President
Institutional Effectiveness and College Relations

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

Dr. Vernon Lawter and Dr. Tammi Viviano-Broderick will provide an overview of the five-year annual enrollment and preliminary fall 2025 enrollment data.

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.

COLLEGE OF CENTRAL FLORIDA

15

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Accreditation Update

INITIATOR: Dr. Tammi Viviano-Broderick
Vice President, Institutional Effectiveness and College Relations

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

To provide the Board of Trustees with an update on the College's accreditation by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

RECOMMENDATION/ACTION REQUESTED:

For information only; no action required.

COLLEGE OF CENTRAL FLORIDA

16

AGENDA ITEM NUMBER

FOR BOARD MEETING SCHEDULED: October 29, 2025

SUBJECT: Legislative Update

INITIATOR: Dr. James D. Henningsen
President

DATE: October 22, 2025

OBJECTIVE AND PERTINENT FACTS:

Dr. James Henningsen will give a Legislative update.

RECOMMENDATION/ACTION REQUESTED:

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