

BACCALAUREATE PROPOSAL APPLICATION
Form No. BAAC-02

Section 1007.33(5)(d), Florida Statutes (F.S.), and Rule 6A-14.095, Florida Administrative Code (F.A.C.), outline the requirements for Florida College System baccalaureate program proposals. The completed proposal form, incorporated in Rule 6A-14.095, F.A.C., Site Determined Baccalaureate Access, shall be submitted by the college president to the chancellor of the Florida College System at ChancellorFCS@fldoe.org.

CHECKLIST

The proposal requires completion of the following components:

- Institution Information
- Program summary
- Program description
- Workforce demand, supply, and unmet need
- Student costs: tuition and fees
- Enrollment projections and funding requirements
- Planning process
- Program implementation timeline
- Facilities and equipment specific to program area
- Library and media specific to program area
- Academic content
- Program termination
- Supplemental materials

FLORIDA COLLEGE SYSTEM INSTITUTION INFORMATION

Institution Name.	The College of the Florida Keys
Institution President.	Dr. Jonathan Gueverra

PROGRAM SUMMARY

1.1	Program name.	Exceptional Student Education
1.2	Degree type.	<input checked="" type="checkbox"/> Bachelor of Science <input type="checkbox"/> Bachelor of Applied Science
1.3	How will the proposed degree program be delivered? (check all that apply).	<input type="checkbox"/> Face-to-face (F2F) (Entire degree program delivered via F2F courses only) <input type="checkbox"/> Completely online (Entire degree program delivered via online courses only) <input checked="" type="checkbox"/> Combination of face-to-face/online (Entire degree program delivered via a combination of F2F and online courses)
1.4	Degree Classification of Instructional Program (CIP) code (6-Digit).	13.1001
1.5	Anticipated program implementation date.	August of 2023
1.6	What are the primary pathways for admission to the program? Check all that apply.	<input checked="" type="checkbox"/> Associate in Arts (AA) <input type="checkbox"/> Associate in Science (AS) <input type="checkbox"/> Associate in Applied Science (AAS) If you selected AS/AAS, please specify the program: Click or tap here to enter text.
1.7	Is the degree program a STEM focus area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
1.8	List program concentration(s) or track(s) (if applicable).	N/A

PROGRAM DESCRIPTION

2.1 This section will serve as an **executive summary of this proposal**. We recommend providing an abbreviated program description including but not limited to: the program demand current supply, and unmet need in the college's service district; primary pathways to program admission; overview of program curriculum; career path and potential employment opportunities; and average starting salary. Throughout the proposal, please include in-text references to the supplemental materials for reviewers to reference. We encourage approximately 500 words for a sufficient description.

The Bachelor of Science in Exceptional Student Education (BS-ESE) program will produce highly qualified, state of Florida certified teachers ready for entry into a K-12 environment. The degree will train and educate teachers to assist and empower children with disabilities who need specially designed instruction and related services. Program graduates will be eligible to earn Florida Professional Teacher Certifications in Exceptional Student Education (ESE), Reading, and English for Speakers of Other Languages (ESOL). The primary pathway for admission into this 2+2 program will be graduates who earn a minimum of an Associate in Arts (AA) degree from The College of the Florida Keys (CFK) or any Florida College System (FCS) institution, or equivalent. Students will earn sixty credit hours at the associate level and sixty credit hours in upper-division courses. Admission and graduation requirements can be found in Appendix A.

Workforce Development Region 23 and the state of Florida currently have an unmet need for ESE teachers. Data from the Florida Department of Economic Opportunity (DEO) estimates that in Workforce Development Region 23, there are approximately 182 annual openings for Standard Occupational Classification (SOC) codes 25-2051 (Special Education Teachers, Preschool), 25-2057 (Special Education Teachers, Middle School), and 25-2058 (Special Education Teachers, Secondary School). Data from the National Center of Educational Statistics (NCES) indicates that in this same region, on average, there are approximately 81 graduates with a bachelor's degree in ESE per year. Thus, a deficit of 101 students per year exists between projected needs and baccalaureate graduates. According to Lightcast's (formerly EMSI) quarter four data set for January 2023, the average median earnings for the SOCs included on the region's jobs by occupations list is \$74,062 or \$35.61 per hour.

Data from the NCES indicates that Florida higher education institutions need to produce more baccalaureate degree earners in exceptional student education to meet the existing demand. The Florida DEO estimates there will be approximately 13,533 openings, or an average of 1,692 per year, for SOC codes 25-2051 (Special Education Teachers, Preschool), 25-2052 (Special Education Teachers, Kindergarten and Elementary School), 25-2057 (Special Education Teachers, Middle School), 25-2058 (Special Education Teachers, Secondary School), and 25-2059 (Special Education Teachers, All Other), between 2022 and 2030. However, during Academic Year 2015 to 2020, the Integrated Postsecondary Education Data System reports that the total number of baccalaureate degrees awarded in special education by all Florida higher education institutions was only 1,869. This is an annual average of only 374 awarded baccalaureate degrees in special education. The sparse number of graduates leads to a deficit of approximately 1,318 job openings per

year. According to the DEO's jobs by occupation list for Florida, the jobs associated with the selected SOCs are high-wage jobs in Florida with an average annualized salary of \$64,644.

Additionally, CFK will be working with the Monroe County School District (MCS D) to recruit paraprofessionals into the program. CFK's President, Dr. Jonathan Gueverra, and Monroe County Superintendent Axford are engaged in ongoing discussions as they attempt to deal with the dire need for teachers in the County. Currently, the Tuition Support Program for Exceptional Student Educators provides tuition support for paraprofessionals seeking to become ESE teachers. One resource available through this program is the Para-to-Teacher Support Program. This program offers up to \$700 in tuition for each course the paraprofessional enrolls in that contributes to a baccalaureate degree in ESE. MCS D indicated that it currently employs 157 paraprofessionals. A survey from 2020 revealed that out of these, 71 are interested in pursuing a bachelor's degree (Appendix B). This pool of potential recruits will help ensure the sustainability of the program.

In response to a local, state-wide, and regional workforce shortage of ESE teachers, CFK intends to offer a BS-ESE program beginning in Fall 2023. Future employment opportunities include ESE instructor openings in the MCS D and throughout Florida. The degree will include preparations for three certifications: ESE, Reading, and ESOL. Earning multiple certifications will increase a graduate's likelihood of employment at a K-12 school in Florida.

WORKFORCE DEMAND, SUPPLY, AND UNMET NEED

3.1 Describe the workforce demand, supply, and unmet need for graduates of the program that incorporates, at a minimum, the shaded information from Sections 3.1.1 to 3.1.4. For proposed programs without a listed Standard Occupational Classification (SOC) linkage, provide a rationale for the identified SOC code(s). If using a SOC that is not on the CIP to SOC crosswalk, please justify why the SOC aligns with the baccalaureate program.

In this crosswalk, CIP 13.1001 is mapped out to the following SOCs: 25-2051 (Special Education Teachers, Preschool), 25-2055 (Special Education Teachers, Kindergarten), 25-2056 (Special Education Teachers, Elementary School), 25-2057 (Special Education Teachers, Middle School), 25-2058 (Special Education Teachers, Secondary School), 25-2059 (Special Education Teachers, All Other), and 25-9043 (Teaching Assistants, Special Education). The data provided by the DEO on the "State Colleges Projections Portal" does not disaggregate data for special education teachers. However, the Florida Insight Employment Projection (<https://floridajobs.org/economic-data/employment-projections>) has disaggregated the data. For Workforce Development Region 23, data has been disaggregated for SOCs 25-2051 (Special Education Teachers, Preschool), 25-2057 (Special Education Teachers, Middle School), and 25-2058 (Special Education Teachers, Secondary School). In Workforce Development Region 23, the DEO data reveals average annual openings of 182 jobs for 25-2051 (Special Education Teachers, Preschool), 25-2057 (Special Education Teachers, Middle School), and 25-2058 (Special Education Teachers, Secondary School). In contrast, data from the NCES shows that postsecondary institutions in the same region annually produce an average of 81 baccalaureate graduates who earn a degree in special education. This disparity between demand and supply

results in a deficit of approximately 101 graduates annually. The jobs associated with the selected SOCs 25-2051 (Special Education Teachers, Preschool), 25-2057 (Special Education Teachers, Middle School), and 25-2058 (Special Education Teachers, Secondary School) are high-wage jobs in Workforce Development Region 23 with median earnings of \$74,062. The DEO did not provide the annualized salary for Workforce Development Region 23; therefore, Lightcast data for Region 23 was used for the annualized salary and average hourly wage in 3.1.2.

SUPPLY: NATIONAL CENTER FOR EDUCATION STATISTICS, IPEDS

3.1.3 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

CLICK [HERE](#) FOR INSTRUCTIONS FOR COMPLETING THE SUPPLY SECTION: If institutions do not have data available for completers in the service district, please report statewide data. You may note these are statewide figures.

Program		Number of Degrees Awarded					
Institution Name	CIP Code	2021	2020	2019	2018	2017	5-year average or average of years available if less than 5-years
Florida International University	13.1001	44	39	22	18	15	28
Miami Dade College	13.1001	48	53	47	55	66	54
	Total	92	92	69	73	81	81

*Please replace the “Most Recent Year” through “Prior Year 4” headers with the corresponding years reported.

ESTIMATES OF UNMET NEED

3.1.4 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

CLICK [HERE](#) FOR INSTRUCTIONS FOR COMPLETING THE ESTIMATES OF UNMET NEED SECTION: If institutions do not have data available for completers in the service district, please report statewide data. You may note these are statewide figures.

	Demand	Supply		Range of Estimated Unmet Need							
	(A)	(B)	(C)	(A-B)	(A-C)						
	Total Job Openings	Most Recent Year	5-year average or average of years available if less than 5 years	Difference	Difference						
DEO Total				0	0						
Other Totals	182	92	81	90	101						

3.2 Describe any other evidence of workforce demand and unmet need for graduates as selected by the institution, which may include qualitative or quantitative data and information not reflected in the data presented in Sections 3.1.1 to 3.1.4, such as local economic development initiatives, emerging industries in the area, or evidence of rapid growth.

The College's immediate service area and the state of Florida face a tremendous unmet need for more special education teachers. The MCSD, the only school district in the College's service area, expressed this need to the College and confirmed that recruiting K-12 faculty from outside the region continues to present challenges due to the high cost of living. Monroe County School District agrees the addition of the BS-ESE program at CFK will provide current paraprofessionals the opportunity to earn a baccalaureate degree and fill MCSD's open positions (Appendix C). Seventy-one MCSD paraprofessionals reported a desire to continue their education at the baccalaureate degree level in an October 2020 survey (Appendix B). The average hourly wage or annualized salary information for the SOCs listed for the region were not available on the DEO's jobs by occupation list. However, according to Lightcast's quarter four data set for January 2023, the average median earnings for the SOCs included on the region's jobs by occupations list is \$74,062 or \$35.61 per hour. More specifically, 25-2051, 25-2057, and 20-2058 have median earnings of \$63,814, \$76,856, and \$81,515, respectively.

3.3 If the education level for the occupation identified by the Florida Department of Economic Opportunity (DEO) or the Bureau of Labor Statistics (BLS) presented in Sections 3.1.1 to 3.1.2 is below or above the level of a baccalaureate degree, provide justification for the inclusion of that occupation in the analysis.

N/A

3.4 Describe the career path and potential employment opportunities for graduates of the program.

This program is a 2 + 2 degree. The career path for this program allows students who earn an associate in arts degree to become K-12 ESE instructors. Prospective students earn a minimum of an AA from an accredited institution and have completed EDF2005 and EEX2010 and earned a C or higher prior to admission to the program. During the pursuit of their AA, students will work with their academic advisor to ensure they complete the two prerequisite courses required for admission to the BS-ESE. In addition, students must have a grade point average of at least 2.5 on a 4.0 scale for the general education component of undergraduate studies or have completed the requirements for a baccalaureate degree with a minimum grade point average of 2.5 on a 4.0 scale from any college or university accredited by a regional accrediting association as defined by State Board of Education (BOE) rule or any college or university otherwise approved pursuant to BOE rule. To graduate, students must earn a minimum of one hundred twenty (120) credit hours, including successful completion of thirty-six (36) general

education credit hours, twenty-four (24) elective credit hours, and sixty (60) upper-level required credit hours. In addition, students must meet the Civic Literacy Competency and Foreign Language Requirement detailed in the College's catalog. Other degree completion requirements include a level two fingerprint background check (FBI and FDLE check) which may include an additional expense to the student. In addition, students must demonstrate their ability to positively impact student learning growth in their area or areas of program concentration during a prekindergarten through grade 12 field experience and must pass each portion of the Florida Teacher Certification Examination required for a professional certificate in the area or areas of program completion. As students compete the upper-level courses, they will earn the academic credits and master the skills necessary to apply for and pass Florida ESE, Reading, and ESOL examinations. After earning these credentials, students will be eligible to be employed in any of Florida's K-12 schools. Earning multiple professional teaching certificates will increase a student's likelihood of employment and higher earnings at a K-12 school in Florida. As part of their education, students will complete nine credit hours of an immersive capstone experience in MCSD schools. Developing relationships with local schools will also increase their likelihood of obtaining employment in Monroe County. According to the Executive Director of Personnel Support and Instructional Leadership for MCSD, there were six full-time openings for ESE positions and two English language positions as of October 31, 2022 (Appendix C). Graduates of the BS-ESE from CFK would be qualified to fill these positions.

STUDENT COSTS: TUITION AND FEES

4.1 The Excel spreadsheets in Sections 4.1 - 4.3 are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the anticipated cost for a baccalaureate degree (tuition and fees for lower-division and upper-division credit hours) at the proposing FCS institution.

	Cost per credit hour	Number of credit hours	Total cost
Tuition & Fees for lower division:	\$ 109.22	60	\$ 6,553
Tuition & Fees for upper division:	\$ 128.50	60	\$ 7,710
Tuition & Fees (Total):		120	\$ 14,263

Select if the program will be designated such that an eligible student will be able to complete the program for a total cost of no more than \$10,000 in tuition and fees. If selected, please indicate below how the institution will make up any difference above \$10,000 (e.g., institutional scholarships).

The estimated total cost for the BS-ESE (2+2 model) is approximately \$14,263 for Florida residents. This includes the current cost for the 60 credit AA program and the estimated cost of for the upper-level ESE courses. In addition, other degree completion requirements include a level two fingerprint background check (Federal Bureau of Investigation and Florida Department of Law Enforcement check) which may include an additional expense to the student.

4.2 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each state university in the college's service district or at each state university operating on a site in the college's service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution's website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

4.3 Complete the following table with the estimated cost for a baccalaureate degree (tuition and fees) at each nonpublic institution in the college’s service district or at each nonpublic institution operating on a site in the college’s service district. If the institution does not provide the tuition cost per credit hour, please provide the cost information provided on the institution’s website. Please complete this section even if institutions in the service district do not offer the same or a comparable baccalaureate program.

Institution Name	Cost per credit hour (Tuition & Fees)	Number of credit hours	Total cost
Saint Leo University	\$ 410.00	120	\$ 49,200
			\$ -
			\$ -
			\$ -
			\$ -

PROJECTED BACCALAUREATE PROGRAM ENROLLMENT

5.1 To activate the Excel spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected enrollment information for the first four years of program implementation. Unduplicated headcount enrollment refers to the actual number of students enrolled. Full-time equivalent (FTE) refers to the full-time equivalent of student enrollment.

		Year 1	Year 2	Year 3	Year 4
5.2	Unduplicated headcount enrollment:	30	55	63	63
5.3	Program Student Credit Hours (Resident)	595	1091	1175	1175
5.4	Program Student Credit Hours (Non-resident)	89	163	176	176
5.5	Program FTE - Resident (Hours divided by 30)	19.83333333	36.36666667	39.16666667	39.16666667
5.6	Program FTE - Non-resident (Hours divided by 30)	2.966666667	5.433333333	5.866666667	5.866666667
5.7	Total Program FTE	22.8	41.8	45.03333333	45.03333333

PROJECTED DEGREES AND WORKFORCE OUTCOMES

6.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected number of degrees awarded, the projected number of graduates employed, and the projected average starting salary for program graduates for the first four years of program implementation. Please note the “Year 1” column in the “Count of Degrees Awarded” row (6.2) is not likely to have any graduates taking into account length of time to degree completion.

		Year 1	Year 2	Year 3	Year 4
6.2	Count of Degrees Awarded	0	15	22	22
6.3	Number of Graduates Employed		14	20	20
6.4	Average Starting Salary		\$74,062	\$77,024	\$80,104

REVENUES AND EXPENDITURES

7.1 The Excel spreadsheet below is set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

Complete the following table by entering the projected program expenditures and revenue sources for the first four years of program implementation.

		2023	2024	2025	2026
7.2	Program Expenditures:	\$ 94,399.00	\$ 111,621.98	\$ 114,903.70	\$ 118,316.69
7.2.1	Instructional Expenses	\$ 89,399.00	\$ 111,621.98	\$ 114,903.70	\$ 118,316.69
7.2.2	Operating Expenses	\$ 5,000.00			
7.2.3	Capital Outlay				
7.3	Revenue:	\$ 126,878.00	\$ 233,539.00	\$ 251,444.00	\$ 251,444.00
7.3.1	Upper Level - Resident Student Tuition Only	\$ 55,074.00	\$ 100,785.00	\$ 108,496.00	\$ 108,496.00
7.3.2	Upper Level - Nonresident Student Fees	\$ 49,778.00	\$ 92,446.00	\$ 99,557.00	\$ 99,557.00
7.3.3	Upper Level - Other Student Fees	\$ 22,026.00	\$ 40,308.00	\$ 43,391.00	\$ 43,391.00
7.3.4	Florida College System Program Funds				
7.3.5	Other Sources				
7.4	Carry Forward:				
7.4.1	Total Funds Available	\$ 126,878.00	\$ 233,539.00	\$ 251,444.00	\$ 251,444.00
7.4.2	Total Unexpended Funds (carry forward)	\$ 32,479.00	\$ 121,917.02	\$ 136,540.30	\$ 133,127.31

*Please replace the “Year 1” through “Year 4” headers with the corresponding years reported.

ENROLLMENT PROJECTIONS AND FUNDING REQUIREMENTS

8.1 Provide a narrative justifying the estimated program enrollments and outcomes as they appear in Sections 5.1 – 6.1.

The College anticipates admission of 30 students per year in the program. The estimated program enrollment was calculated using existing data from the College. For example, 87% of students attending the College are Florida residents. Therefore, the projected unduplicated headcount enrollment is based on 87% of the students in the BS-ESE attending CFK as residents. In addition, in the fall of 2021, 60% of students in CFK’s existing baccalaureate programs were registered full-time. As a result, the projected enrollment includes 18 full-time students and 12 part-time students in each cohort. Lastly, the College overall has a successful progression rate of 82%. This percentage was used to calculate retention in the program for full-time and part-time students. The chart below demonstrates the detailed calculation that was utilized to approximate the program FTE in 5.7. For example, for Year 1, the College anticipates 18 students to register full-time and 12 to register part-time. Of the full-time students, the College anticipates that 16, or approximately 87%, of them will be residents. For year two, for full-time students, the College anticipates 30 new students in a cohort. In addition, the College expects 82% or 15 of the full-time students from year one to return.

The average starting annual salary for years three and four in section 6.1 includes an anticipated four percent increase due to annual inflation. In addition, the College is expecting a 90% success rate for job placement in the program. Due to the rigorous admission requirements, field experiences with local employers starting in the first semester, and high demand for employees in the community, CFK expects this program to experience an approximately 90% employment rate after graduation. In year two, the College expects to graduate 15 full-time students who started the program within two years. In addition, the College expects to graduate seven part-time students from the initial cohort after three years. This anticipated trend is expected in years three and four.

	Year 1	Year 2	Year 3	Year 4
FT Total # Students (60%)	18	33	33	33
FT Resident # Students (87%)	16	29	29	29
FT Resident Hours	480	870	870	870
FT Nonresident Hours	60	120	120	120
PT Total # Students (40%)	12	22	30	30
PT Resident # Students (13%)	10	19	26	26
PT Resident Hours	120	228	312	312
PT Nonresident Hours	24	36	48	48
Unduplicated Headcount	30	55	63	63
Resident Hours	600	1098	1182	1182
Nonresident Hours	84	156	168	168
Total Hours	684	1254	1350	1350

8.2 Provide a brief explanation of the sources and amounts of revenue that will be used to start the program as well as expenditures as they appear in Section 7.1.

The program's operating expenses will be offset by the revenues received from tuition and fees. The anticipated costs include full-time and part-time faculty salaries and technology materials for the program's first year is \$94,399. To develop a budget, the College utilized enrollment trends from the other baccalaureate degree programs to determine the expected enrollment status (i.e., full-time or part-time). The College estimates 60% of BS-ESE students will be full-time, taking a minimum of thirty (30) credit hours per year, and 40% of students will enroll part-time, taking a minimum of twelve (12) credit hours per year. Student tuition for residents and nonresidents is projected to generate approximately \$126,878 based on the full-time enrollment of eighteen students and part-time enrollment of twelve students in the first academic year. In year one, the College expects 84 credit hours to be completed by nonresident students resulting in \$49,778 in tuition and fees.

Furthermore, in year one, 600 hours will be completed by residents resulting in \$55,074 in tuition and \$22,026 in other fees for upper-level courses. In year two, with the start of a new cohort, the College expects nonresidents to complete 156 credit hours and residents to complete 1098 credit hours. As a result, the budget for year two is expected to generate \$233,539 in revenue. Finally, for years three and four, the College expects nonresidents to complete 168 credit hours per year and residents to complete 1,182, resulting in \$251,444 in revenue. The credit hours per year were determined using the chart below and 30 credit hours per year for full-time students and 12 credit hours per year for part-time students.

Years two, three, and four, include additional salaries for part-time faculty necessary to support the program. Although the program has minimal initial set-up costs for equipment and materials, they are one-time costs. For example, additional technology, such as a computer, will be needed for faculty to teach the BS-ESE program. In addition, professional services required to meet statutory requirements (i.e., background checks for staff) may be necessary to support the program. These expenses are listed in operating expenses in 7.1. In addition, the budget includes salary and benefits for a full-time faculty member and the expenses to hire part-time faculty to teach up to 24 credit hours per year starting in year two. Lastly, the budget includes an extra five credit hours per year at the part-time rate to accommodate independent studies should students need them.

The program is expected to be adequately funded through revenue from tuition starting in year one. However, should it be the case that enrollment targets are not met, the program would look at offsetting decreased revenue by decreasing supply expenses, seeking alternative sources of funding, and reducing course offerings. The College also maintains an unrestricted fund balance as state law requires to assist in offsetting unanticipated shortfalls.

	Year 1	Year 2	Year 3	Year 4
FT Total # Students (60%)	18	33	33	33
FT Resident # Students (87%)	16	29	29	29
FT Resident Hours	480	870	870	870
FT Nonresident Hours	60	120	120	120
PT Total # Students (40%)	12	22	30	30

PT Resident # Students (13%)	10	19	26	26
PT Resident Hours	120	228	312	312
PT Nonresident Hours	24	36	48	48
Unduplicated Headcount	30	55	63	63
Resident Hours	600	1098	1182	1182
Nonresident Hours	84	156	168	168
Total Hours	684	1254	1350	1350

PLANNING PROCESS

9.1 Summarize the internal planning process. In timeline format, please describe the steps your institution took in completing the internal review and approval of the baccalaureate program. For example, summarize actions taken by the academic department proposing the degree, any non-academic departments, the college-wide curriculum committee, the college president, the Board of Trustees and any other areas.

After receiving a request from the MCS D in November 2019, the College conducted a needs assessment to determine the demand for a baccalaureate degree in ESE in June and July 2020. After determining that a need existed in Florida, in Workforce Area 23, and in Monroe County, the College's Academic Affairs team members began exploring the curriculum, staffing, and financial requirements needed to offer the program. After determining that the College could meet these requirements, the College began moving forward with developing the program. On January 18, 2022, CFK submitted a Notice of Intent (NOI) to develop the BS-ESE. On May 11, 2022, the College was notified by the Director of Academic Affairs for the Division of Florida Colleges that the NOI did not receive objections or requests for alternative proposals. As a result, the College's faculty and staff collaborated with the MCS D to develop a curriculum to meet the community's needs. The College's Curriculum Committee (CC), consisting of twelve (12) voting full-time faculty members and three non-voting ex-officio members, including an academic dean, a representative from advising services, and the registrar, began their review of the 19 course proposals and the new program, BS-ESE, on October 12, 2022. In accordance with Board Rule 6.202 Responsibility for Curricula and Academic Standards, the CFK Board of Trustees delegates to faculty-specific responsibility in the areas of curricula and academic standards through the CC. Faculty in each academic department bare responsibility for academic standards, student learning outcomes, and outcomes assessment. According to the College's CC manual, academic departments shall make recommendations to the CC for new courses and programs, changes to existing courses and programs, and student academic performance standards. In addition, the CC is responsible for reviewing the certificate, associate degree, and baccalaureate degree programs and the general education program of the College to ensure compliance with state standards and accreditation criteria. The review continued through meetings on November 2 and November 16 when all courses and the program were reviewed and approved with the modifications recommended by the CC. The new course proposals are pending review by the Statewide Course Numbering System. On November 29, 2022, the College's district Board of Trustees approved the addition of the BS-ESE (Appendix D).

9.2 Summarize the external planning process with the business and industry community. In timeline format, please describe your institution's interactions and engagements with external stakeholders, including but not limited to industry advisory boards meetings, discussions with advisory committees, briefings from local businesses, consultations with employers, and conducting paper and online surveys.

In November 2019, Dr. Leslie Thompson, Director of Exceptional Student Education for MCSD, contacted the President of the College about the need for a baccalaureate degree in Monroe County. In June and July of 2020, the College conducted a needs assessment to determine the demand for a baccalaureate degree in ESE. After it was determined that a need existed in Florida, in Workforce Area 23, and in Monroe County, the College's Academic Affairs team members began exploring the curriculum, staffing, and financial requirements needed to offer the program. When determined that the College could meet these requirements, the College started moving forward with developing the program. After a needs assessment indicated a demand for Special Education Instructors existed in Monroe County, the College began collaborating with the MCSD, the only school district in the College's service area. On October 23, 2020, a representative from the College met with MCSD's Executive Director of Personnel Support & Instructional Leadership. Topics covered in the meeting included MCSD's need for credentialed K-12 instructors and MCSD's strategy to create a pathway for non-credentialed school district employees to earn proper teaching credentials. In October 2020, MCSD surveyed their paraprofessionals to gauge their interest in acquiring a baccalaureate degree. The results were shared with CFK. Seventy-one respondents indicated they want to continue their education and earn a baccalaureate degree (Appendix B). On November 20, 2020, a representative from the College met once again with MCSD's Executive Director of Personnel Support & Instructional Leadership to discuss the survey results. As the results were positive, the College is continuing to work with MCSD to collaborate on marketing the program in Monroe County and recruiting students for this program. On February 25, 2021, the College obtained a letter of support for developing an ESE baccalaureate degree from the Superintendent of MCSD (Appendix C). President Gueverra and Superintendent Axford are engaged in ongoing discussions as they attempt to deal with the dire need for teachers in Monroe County. The College continued collaborations with the MCSD to develop the curriculum for the BS-ESE program. The ESE Secondary Transition Specialist/Parent Liaison and the Director of Exceptional Student Education for the MCSD met with college employees on August 26, 2022, and again on September 9, 2022, to review the proposed curriculum. In addition, the MCSD employees contributed to the curriculum as members of the Microsoft Team for the BS-ESE. On November 3, 2022, the Executive Director of Personal Support and Instructional Leadership for MCSD provided a letter of support stating that MCSD had six job openings in ESE as of October 31, 2022 (Appendix C). Furthermore, The Superintendent of Schools for MCSD wrote a letter of support stating, "our district would greatly benefit from a program such as the BS-ESE as it offers the education and specialty training necessary to succeed in a career in education" (Appendix C).

9.3 List external engagement activities with public and nonpublic postsecondary institutions. This list shall include meetings and other forms of communication among external postsecondary institutions regarding evidence of need, demand, and economic impact.

9.3.1 Public Universities in College's Service District

Date(s): Click or tap here to enter text.

Institution(s): Click or tap here to enter text.

Activity Descriptions and Outcomes:

Not applicable. There are no public universities with physical campuses or centers that serve the population in the College's service district.

9.3.2 Regionally Accredited Institutions in College's Service District

Date(s): 10/12/2020

Institution(s): Saint Leo University

Activity Descriptions and Outcomes:

The College contacted Alaina Plowdrey, Director of St. Leo's Key West Center. The College informed Ms. Plowdrey of the College's intent to offer an Exceptional Student Education baccalaureate program. Ms. Plowdrey confirmed that St. Leo University does not offer an ESE baccalaureate degree. She also indicated that St. Leo University does not intend to do so in the immediate future. Ms. Plowdrey stated, "The new degree offering sounds amazing and very important to offer. I hope it works well for the College."

9.3.3 Institutions outside of College's Service District (If applicable)

Date(s): 2/23/2021

Institution(s): Florida Gulf Coast University

Activity Descriptions and Outcomes:

The only institution to comment in the APPRiSE system regarding CFK's proposed ESE degree was Florida Gulf Coast University (FGCU). In the APPRiSe system, the representative from FGCU commented that they did not support the College offering a baccalaureate degree online because it would compete with FGCU's online ESE program. To address FGCU's concerns, a representative from the College emailed the APPRiSe representative at FGCU. In the email, the CFK representative clarified that the proposed program by CFK was a hybrid program in which each class would have an online and a face-to-face component. Therefore, the proposed program should not impact FGCU's online program.

Date(s): 2/24/2021

Institution(s): Florida International University

Activity Descriptions and Outcomes:

On February 24, 2021, the President/CEO of CFK reached out to the President of Florida International University (FIU) to discuss the development of the ESE degree. FIU is the closest Florida public university to the College's service area. On February 25, 2021, the College obtained a letter of support for the program from the President of FIU (Appendix C). An additional letter of support was received from FIU's College President on November 28, 2022 (Appendix C).

Date(s): 01/06/2023

Institution(s): Florida Gulf Coast University

Activity Descriptions and Outcomes:

On January 6, 2023, FGCU confirmed that CFK's BS-ESE will not conflict with their B.A. in Special Education.

PROGRAM IMPLEMENTATION TIMELINE

10.1	Indicate the date the notice was initially posted in APPRISe.	January 5, 2021
10.2	Indicate the date of District Board of Trustees approval.	November 29, 2022
10.3	Indicate the date the Notice of Intent (NOI) was submitted to DFC.	January 18, 2022
10.4	Indicate the date the completed proposal was submitted to DFC.	December 2, 2022
10.5	<p>Indicate the date the proposal is targeted for State Board of Education (SBOE) consideration.</p> <p>Please note that from the date the DFC receives the finalized proposal, the Commissioner has 45 days to recommend to the SBOE approval or disapproval of the proposal. Please take into account the date you plan to submit the proposal in accordance with the next SBOE meeting.</p>	March 22, 2023
10.6	Indicate the date the program is targeting for SACSCOC approval (if applicable).	By June 30, 2023
10.7	Indicate the date the program is targeting initial teacher preparation program approval (if applicable).	July 15, 2023
10.8	Indicate the targeted date that upper-division courses are to begin.	August 2023

FACILITIES AND EQUIPMENT SPECIFIC TO PROGRAM AREA

11.1 Describe the existing facilities and equipment that the students in the program will utilize.

The CFK service area includes the entire Florida Keys archipelago, which encompasses about 150 miles. CFK is the only public post-secondary education institution in the Florida Keys. The main campus is in Key West, FL, with two centers: (a) the Middle Keys Center in Marathon, FL, and (b) the Upper Keys Center, at a brand-new building constructed in Key Largo, FL. CFK ensures adequate physical facilities and resources, both on and off campus, that appropriately serve the needs of the institution's educational programs, support services, and other mission-related activities. The main campus, located in Key West, FL, exists within a 115.95-acre tract of land and bay bottom. The Key West campus houses the writing center, testing center, math center, and Learning Resource Center (LRC) and has 29 classrooms and four computer labs available. The Middle Keys Center, located in Marathon, FL, is the site of the Marathon High School and is a joint-use facility. The Upper Keys Center, located in Key Largo, FL, is a brand-new, 38,000-square-foot facility with new classrooms, labs, an auditorium, a testing center, student lounges, and a library. The Upper Keys center is equipped with an LRC with computer stations. The classrooms available for use by the BS-ESE program are equipped with the necessary instructional equipment to support multimodal learning, including internet access, Next Unit of Computing (i.e., NUC) whiteboards, projectors, and speakers. In addition, the College has existing educational facilities (i.e., classrooms, computer labs), office furniture, and educational supplies to support the new faculty and program.

11.2 Describe the new facilities and equipment that will be needed for the program (if applicable).

Additional information technology equipment, such as computers, will be needed for additional faculty required to teach the BS-ESE program and will be provided as needed. In addition, professional services required to meet statutory requirements (i.e., background checks for staff) may be necessary to support the program. These expenses are budgeted in Operating Expenses in 7.1.

LIBRARY AND MEDIA SPECIFIC TO PROGRAM

12.1 Describe the existing library and media resources that will be utilized for the program.

The CFK LRC is a member of the Florida Virtual Campus, a consortium of Florida College and University Libraries. This consortium provides a union catalog, shared database, expedited interlibrary loan, and technical support for the statewide library management system. The LRC also maintains membership in the Online Computer Library Center, which provides worldwide

interlibrary loan access to students and faculty. Through this partnership, students can access a content-rich web portal, Primo, to locate information and perform research. Primo features a statewide collection of eResources (eBooks, full-text journals, articles, and databases) and a shared catalog of library materials that enable students to search for materials in any FCS library. The LRC currently has a collection of over 30,000 print volumes and 83 online databases available to students, faculty, and staff. The online resources provide access to nearly 40,000 e-books, 45,000 e-journals, and 2,000 newspapers. There are 13 database resources specific to ESE, including Teacher Reference Center (e.g., EBSCO) and Educators Reference Complete (e.g., Gale), and 82 films from the Films on Demand database related to teaching secondary education. In addition, almost 150 books specific to the BS-ESE are included within the circulating collection, including *Assessment in Special and Inclusive Education* by John Salvia, *Exceptional Lives: Practice, Progress & Dignity in Today's Schools* by Ann Turnbull, H. Rutherford Turnbull, H. Turnbull, Michael Wehmeyer, and Karrie Shogren, *Teaching Students Who Are Exceptional, Diverse, and At Risk in the General Education Classroom*, by Sharon Vaughn, Candace Box, and Jeanne Schumm, and *Using Educational Psychology in Teaching* by Paul Eggen. Included in the above-mentioned databases are twenty peer-reviewed journals such as *Research and Teaching in Developmental Education*, and *Innovations in Education and Teaching International*. Access to all online resources is available 24/7 through the LRC website from any location with internet access. Training for students and faculty in accessing, searching, and utilizing online resources is integrated into program courses, student and faculty orientations, and individualized instruction. In close collaboration with program faculty, LRC staff members are available to develop program-specific websites hosting online resources to support various programs at all locations.

12.2 Describe the new library and media resources that will be needed for the program (if applicable).

The library has access to databases that provide applicable and current material. Therefore, the College does not anticipate needing additional media or library resources for the program.

ACADEMIC CONTENT

13.1 List the admission requirements for the proposed baccalaureate program and describe the process for each admission pathway as reported in section 1.6, including targeted 2+2 agreements, academic GPA, test scores, fingerprints, health screenings, background checks, signed releases, and any other program requirements (as applicable).

CFK provides student support programs, advising services, and activities consistent with its mission as an open-door, open-admissions College that promotes student learning and enhances the development of its students. Per College Board Rule 7.450, the BOT delegates to the President authority to develop and establish admission requirements and policies outlined in the College's procedures. Student admission procedures are designed following all applicable state and federal laws and published in the College's Procedure Manual and College Catalog.

Individuals seeking admission into one of CFK's degree programs must meet the following criteria: Provide evidence of a Standard High School Diploma, High School Equivalency Diploma (e.g., GED), or Home Education Completion. MCSD students may qualify for admission under the Dual Enrollment Articulation Agreement between CFK and the MCSD. CFK is authorized under United States Federal Law, Immigration and Naturalization Act, Section 101(a)(1)(15)(f)(i) to enroll non-immigrant alien students. International students are required to meet additional admission criteria. Submit a completed application to CFK's Admissions Office.

Baccalaureate programs offered by an FCS institution are considered 2+2 programs and a student must complete an associate degree or the equivalent, as criteria for admission into the baccalaureate program. Admission to the BS-ESE program requires students to have a minimum of an AA from an accredited institution and have completed EDF2005 and EEX2010 with a C or higher before admission to the program. Students should refer to the College's catalog for AA degree requirements and associated course descriptions. During the pursuit of their AA, students will work with their academic advisor to ensure they complete the two prerequisite courses required for admission to the BS-ESE. In addition, students must have a GPA of at least 2.5 on a 4.0 scale for the general education component of undergraduate studies or have completed the requirements for a baccalaureate degree with a minimum GPA of 2.5 on a 4.0 scale from any college or university accredited by a regional accrediting association as defined by BOE rule or any college or university otherwise approved pursuant to State BOE rule. If the student's associate degree is from a non-regionally accredited institution but one that is accredited by a body that the U.S. Department of Education recognizes, a course-by-course evaluation will be conducted according to the College's transfer practices and policies. Applicants who have earned 60 credit hours or more from a regionally accredited institution, but do not have a conferred associate degree, may appeal for an exception to the program admission policy. Appeals will be reviewed on a case-by-case basis. College policies for evaluating, awarding, and accepting credit for transfer, experiential learning, advanced placement, and professional certificates are published in the CFK catalog (Appendix E). The policies are consistent with the CFK mission as "an open-access, educational institution dedicated to serving the intellectual, diverse, cultural, and occupational needs of the Florida Keys as well as the global community." The policies are also published in the CFK board rule 7.710. Other requirements include a level two fingerprint background check (Federal Bureau of Investigation and Florida Department of Law Enforcement check) which may include an additional expense to the student.

13.2 What is the estimated percentage of upper-division courses in the program that will be taught by faculty with a terminal degree?

The College will use both current faculty and one new full-time faculty member. This new faculty member will be required to have earned a terminal degree in Exceptional Student Education, or related field with a concentration in special education or exceptional student education. Using the current faculty members and one new faculty member, the College anticipates that students will have 100 % of their upper-level courses taught by terminally degreed faculty. Additionally, the College has received strong support from MCSD and intends to establish a Memorandum of

Understanding that represents a multi-year collaboration supporting education preparation. According to the College's 2020 Fact Book published by Institutional Effectiveness, the percent of faculty at CFK who have earned a terminal degree is 50% compared to the Florida College System average of 34%.

13.3 What is the anticipated average student/teacher ratio for each of the first three years based on enrollment projections?

Year 1	Year 2	Year 3
<p>The anticipated student-to-teacher ratio is a maximum of 30:1 for first-year courses and 25:1 for second-year courses. Courses requiring field experience will have significantly lower ratios.</p>	<p>The anticipated student-to-teacher ratio is a maximum of 30:1 for first-year courses and 25:1 for second-year courses. Courses requiring field experience will have significantly lower ratios.</p>	<p>The anticipated student-to-teacher ratio is a maximum of 30:1 for first-year courses and 25:1 for second-year courses. Courses requiring field experience will have significantly lower ratios.</p>

13.4 What specialized program accreditation will be sought, if applicable? What is the anticipated specialized program accreditation date, if applicable?

N/A

13.5 If there are similar programs listed in the Common Prerequisites Manual (CPM), list the established common prerequisites courses by CIP code (and track, if any).

The established common prerequisites for this program include successful completion of EDF2005 – Introduction to the Teaching Profession, associated with CIP 13.1001.

13.6 Describe any proposed revisions to the established common prerequisites for this CIP (and track, if any).

- My institution does not anticipate proposing revisions to the common prerequisite manual.
- My institution does anticipate proposing revisions to the common prerequisite manual, as summarized below.

As proposed, the College will require successful completion of EEX2010 – Introduction to Special Education and EDF2005. The common prerequisite manual currently requires successful

completion of EDF2005 only. The College proposes a recommendation to revise the common prerequisite manual to require EEX2010 or equivalent.

13.7 The Excel spreadsheets below are set up with predefined formulas. To activate the spreadsheet, right click within the spreadsheet, go to “Worksheet Object”, and then “Open”. To exit, save any changes and exit out of the spreadsheet. Alternatively, double click anywhere on the table. To exit the spreadsheet, single click anywhere outside of the table.

For each primary pathway identified in Section 1.6, list all courses required once admitted to the baccalaureate program by term, in sequence. Include credit hours per term and total credits for the program. Please note what courses fulfill general education (ge), program core (pc), elective requirements (elec), and what courses apply to concentrations (conc), if applicable, by including the provided abbreviations in parentheses following each course title.

13.7.1 Program of Study for Students with A.A. Degree		
Term 1	Course Title	Credit Hours
RED3342	Foundations of Research Based Practices in Reading Education and Application of Instruction (pc)	3
EDG4410	Classroom Management and Communication (pc)	3
EME3410	Integrating Technology in the Classroom (pc)	3
EDF4430	Measurement Evaluation and Assessment (pc)	3
EDF3214	Human Development and Learning (pc)	3
	Total Term Credit Hours	15
Term 2	Course Title	Credit Hours
EDF4377	Integrating Mathematics and Science (pc)	3
EDG4940	Integrating Mathematics and Science Practicum (pc)	1
EEX4265	Curriculum and Instruction for Students with Disabilities 6-12 (pc)	3
RED4519	Diagnostic and Instructional Interventions in Reading (pc)	3
EEX4221	Educational Assessment of Exceptional Students (pc)	3
	Total Term Credit Hours	13
Term 3	Course Title	Credit Hours
EEX4264	Curriculum and Instruction for Students with Disabilityies K-5 (pc)	3
TSL4100	ESOL Methods, Curriculum, and Assessment (pc)	3
	Total Term Credit Hours	6
Term 4	Course Title	Credit Hours
RED4450	Differentiated Reading (pc)	3
RED4854	Reading Practicum (pc)	2
EEX4601	Effective Behavioral Interventions and Practices in ESE (pc)	3
EDG4376	Integrating Language Arts and Social Sciences (pc)	3
TSL4241	Second Language Acquisition and Culture (pc)	3
	Total Term Credit Hours	14
Term 5	Course Title	Credit Hours
EEX4949	Capstone Experience: Exceptional Student Education (pc)	9
EEX4945	Seminar in Exceptional Student Education (pc)	3
	Total Term Credit Hours	12
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	60

13.7.2	Program of Study for Students with A.S./A.A.S. Degree	
Term 1	Course Title	Credit Hours
	Total Term Credit Hours	0
Term 2	Course Title	Credit Hours
	Total Term Credit Hours	0
Term 3	Course Title	Credit Hours
	Total Term Credit Hours	0
Term 4	Course Title	Credit Hours
	Total Term Credit Hours	0
Term 5	Course Title	Credit Hours
	Total Term Credit Hours	0
Term 6	Course Title	Credit Hours
	Total Term Credit Hours	0
	Program Total Credit Hours:	0

13.8 Indicate whether the program is being proposed as a limited or restricted access program.

- Limited Access
- Restricted Access
- N/A

Provide additional information (e.g., enrollment capacity, admissions requirements, etc.) if the program is being proposed as a limited or restricted access program.

Admission to the BS-ESE program requires students to have a minimum of an AA from an accredited institution, have completed EDF2005 and EEX2010, and earned a C or higher before admission to the program. During the pursuit of their AA, students will work with their academic advisor to ensure they complete the two prerequisite courses required for admission to the BS-ESE. In addition, students must have a GPA of at least 2.5 on a 4.0 scale for the general education component of undergraduate studies or have completed the requirements for a baccalaureate degree with a minimum GPA of 2.5 on a 4.0 scale from any college or university accredited by a regional accrediting association as defined by State BOE rule or any college or university otherwise approved according to State BOE rule.

PROGRAM TERMINATION

14.1 Provide a plan of action if the program is terminated in the future, including teach-out alternatives for students.

CFK has a detailed process for program discontinuation. If it is appropriate to recommend termination based on a program review, job placement rates, enrollment rates, graduation rates, the following steps will be taken to terminate the BS-ESE.

The Division of Arts and Hospitality will develop a teach-out plan for the discontinuation of the program. The plan will include a proposed termination date and details on how termination will impact individuals (staff and students) associated with the program.

For students, CFK will develop a phase-out plan that will last up to two years to ensure that currently, enrolled students have ample time to complete the program. In addition, CFK will stop admitting students to the program. If necessary, CFK will contact other schools in the Florida College System that offer the program to help students create a plan to complete the program.

The College will notify SACSCOC, or the appropriate accrediting body, and the Florida College System of discontinuing the program. After, the College will submit a recommendation to the College's Curriculum Committee for consideration. The recommendation will include the teach-out plan described above. If approved, the Division of Arts and Hospitality will communicate the

teach-out plan to all currently enrolled students individually as soon as possible. The College will make every effort to ensure that the termination minimally impacts students.

SUPPLEMENTAL MATERIALS

15.1 Summarize any supporting documents included with the proposal, such as meeting minutes, survey results, letters of support, and other supporting artifacts. Throughout the proposal, please include in-text references to the supplemental materials for reviewer reference.

Appendix A: BS-ESE Program Requirements

Appendix B: Teacher Survey

Appendix C: Letters of Support

Appendix D: CFK Board of Trustees Meeting Materials from November 29, 2022

15.2 List any objections or alternative proposals for this program received from other postsecondary institutions. If objections or alternative proposals were received, institutions are welcome to submit a rebuttal and include any necessary supporting documentation.

To date, no objections or alternative proposals have been received.

Appendix A: BS-ESE Program Requirements

Bachelor of Science in Exceptional Student Education (B.S.– E.S.E.)

Overview

The Bachelor of Science in Exceptional Student Education (BS-ESE) is designed for graduates who have completed a minimum of an Associate of Arts (A.A.), EDF 2005, and EEX2010 with a C or higher. This program will produce highly qualified K-12 educators eligible for the Florida Teacher Certification. The curriculum is designed to train and educate teachers to assist and empower children with disabilities who need specially designed instruction and related services through coursework and fieldwork. In addition, program graduates may be eligible to earn Florida Professional Teacher Certification in Exceptional Student Education (ESE) with Reading and English for Speakers of Other Languages (ESOL) Endorsements. This program requires field experience outside of the regularly scheduled class times. The College and school district will coordinate the field experience opportunities to meet the program outcomes.

B.S. Exceptional Student Education Degree Requirements

Students must have earned a minimum of an A.A. from an accredited institution and have completed EDF2005 and EEX2010 and earned a C or higher prior to admission to the program. In addition, students must have a grade point average of at least 2.5 on a 4.0 scale for the general education component of undergraduate studies or have completed the requirements for a baccalaureate degree with a minimum grade point average of 2.5 on a 4.0 scale from any college or university accredited by a regional accrediting association as defined by State Board of Education rule or any college or university otherwise approved pursuant to State Board of Education rule.

To graduate, students must earn a minimum of one hundred twenty (120) credit hours, including successful completion of thirty-six (36) general education credit hours, twenty-four (24) elective credit hours, and sixty (60) upper-level required credit hours. In addition, students must meet the Civic Literacy Competency and Foreign Language Requirement detailed below. Other degree completion requirements include a level two fingerprint background check (FBI and FDLE check) which may include an additional expense to the student. In addition, students must demonstrate their ability to positively impact student learning growth in their area or areas of program concentration during a prekindergarten through grade 12 field experience and must pass each portion of the Florida Teacher Certification Examination required for a professional certificate in the area or areas of program completion.

Education Credit Required for Admission

A grade of a C or higher for the courses below is required.

EDF 2005 – Introduction to the Teaching Profession (3)

EEX 2010 - Introduction to Special Education (3)

Upper – Level Core Course Requirements (60 credit hours):

EDF 3214 - Human Development and Learning (3)

EDF 4430 - Measurement, Evaluation and Assessment (3)

EDG 4376 - Integrating Language Arts and Social Sciences (3)

EDG 4377 - Integrating Mathematics and Science (3)

EDG 4410 - Classroom Management and Communication (3)
EDG 4940 - Integrating Mathematics and Science Practicum (1)
EEX 4221 - Educational Assessment of Exceptional Students (3)
EEX 4264 - Curriculum and Instruction for Students with Disabilities K-5 (3)
EEX 4265 - Curriculum and Instruction for Students with Disabilities 6-12 (3)
EEX 4601 - Effective Behavioral Interventions and Practices in ESE (3)
EEX 4945 - Seminar in Exceptional Student Education (3)
EEX 4949 - Capstone Experience: Exceptional Student Education (9)
EME 3410 - Integrating Technology in the Classroom (3)
RED 3342 - Foundations of Research Based Practices in Reading Education and Application of Instruction (3)
RED 4519 - Diagnostic and Instructional Interventions in Reading (3)
RED 4450- Differentiated Reading (3)
RED 4854 - Reading Practicum (2)
TSL 4241 - Second Language Acquisition and Culture (3)
TSL 4100 - ESOL Methods, Curriculum and Assessment (3)

Foreign Language Requirement

Prior to completion of the Bachelor of Science in Exceptional Student Education at the College, students must demonstrate foreign language competence by providing evidence that documents the successful completion of two (2) credits of sequential high school foreign language instruction, or by passing the second level of foreign language at the college level. Students may demonstrate equivalent foreign language competence via the alternative methods specified by the Florida Department of Education including established minimum College Level Examination Program (CLEP) scores, or other methods as determined by the College. The College reserves the right to validate the foreign language competence of any student prior to awarding the degree through methods including, but not limited to, review of official transcripts, portfolio and performance reviews, competency testing, standardized testing, or other methods determined by the College that are designed to assess the foreign language competencies outlined in Rule 6A– 10.02412 of the Florida Administrative Code. Some majors and universities require additional foreign language competencies. Please consult an advisor regarding your foreign language transfer requirements.

Civic Literacy Competency

Prior to completion of a degree at the College, any student initially entering into the College during the 2021-22 school, and thereafter, must demonstrate competency in Civic Literacy by completing both of the following*:

- 1) Demonstrate competency by passing History of the U.S. 1876–1945 (AMH 2020) or National Government (POS 1041)
- 2) Achieve a score of 60% or higher on the Florida Civic Literacy Exam**

* Achieving the standard score on one of the following assessments would satisfy the course requirement and the exam requirement

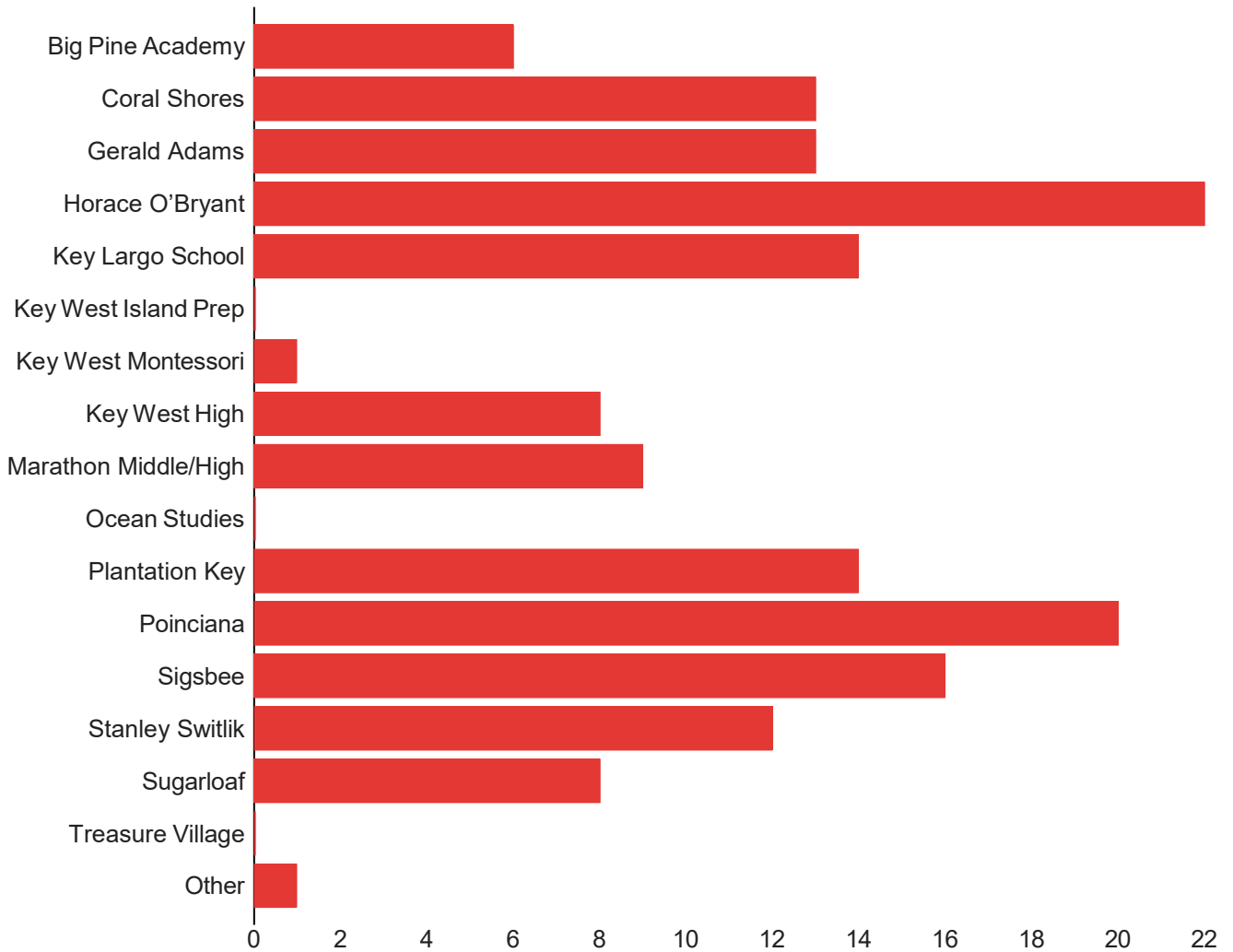
AP Government and Politics: United States	3
AP United States History	4
CLEP: American Government	50

** Students who take the United States Government course and who earn a passing score on the Florida Civic Literacy Examination while in high school are exempt from the postsecondary Civic Literacy exam requirement.

Total Required Credit Hours: 120

Appendix B: Teacher Survey

Q1 - Select your school.

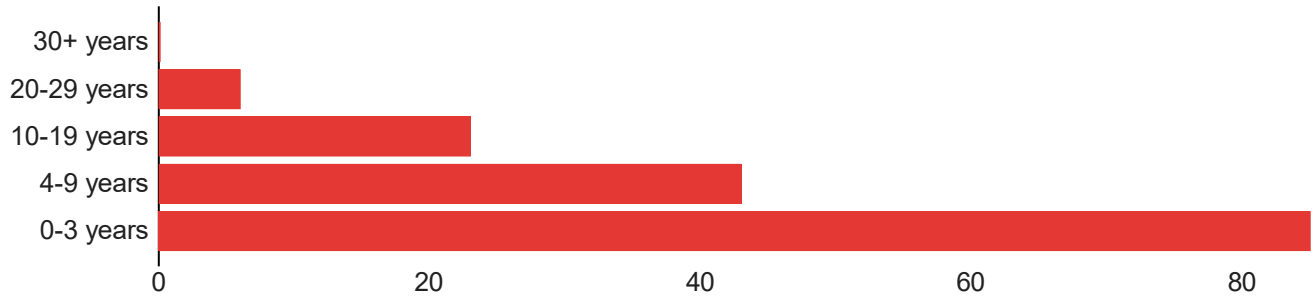


Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Select your school.	1	17	8	5	21	157

Field	Choice Count
Big Pine Academy	6
Coral Shores	13

Gerald Adams	13
Horace O'Bryant	22
Key Largo School	14
Key West Island Prep	0
Key West Montessori	1
Key West High	8
Marathon Middle/High	9
Ocean Studies	0
Plantation Key	14
Poinciana	20
Sigsbee	16
Stanley Switlik	12
Sugarloaf	8
Treasure Village	0
Other	1
Total	157

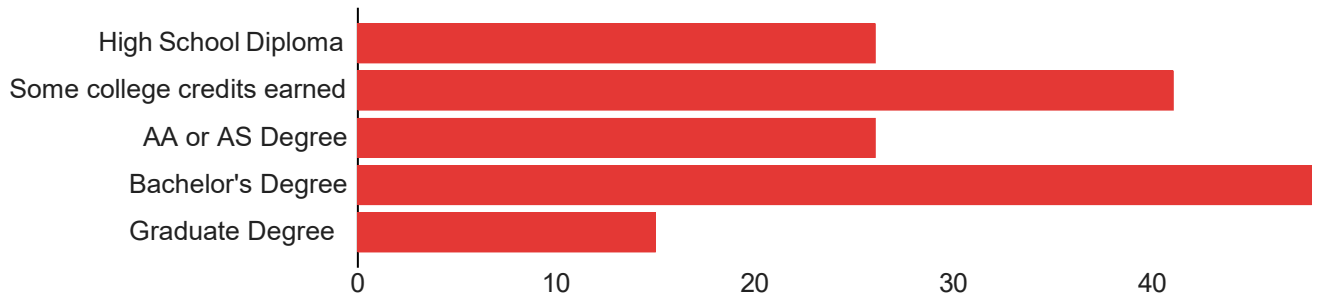
Q2 - Years of School-based Experience in Monroe County School District



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Years of School-based Experience in Monroe County School District	2	5	4	1	1	157

Field	Choice Count
30+ years	0
20-29 years	6
10-19 years	23
4-9 years	43
0-3 years	85
Total	157

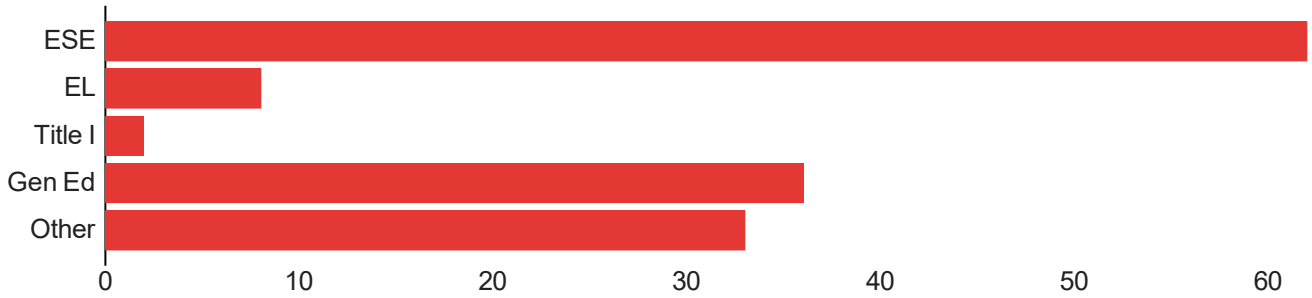
Q3 - Present Level of Education



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Present Level of Education	1	5	3	1	2	156

Field	Choice Count
High School Diploma	26
Some college credits earned	41
AA or AS Degree	26
Bachelor's Degree	48
Graduate Degree	15
Total	156

Q7 - Indicate if your position is linked specifically to one of these areas.



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Indicate if your position is linked specifically to one of these areas.	1	5	3	2	3	141

Field	Choice Count
ESE	62
EL	8
Title I	2
Gen Ed	36
Other	33
Total	141

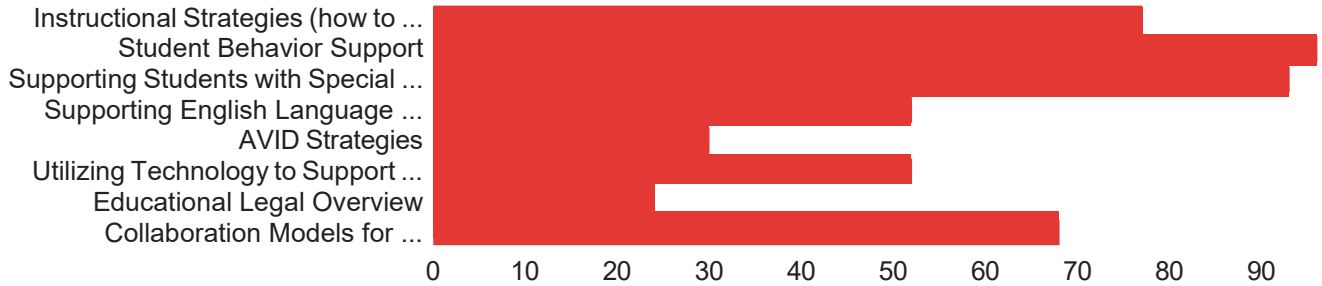
Q4 - Choose your current level of satisfaction with training opportunities for paraprofessionals.



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Choose your current level of satisfaction with training opportunities for paraprofessionals.	1	2	2	0	0	151

Field	Choice Count
Training opportunities meet my current needs.	74
I would like to see more opportunities for training.	77
Total	151

Q5 - Given the following areas of training, select all that would interest you.



Field	Choice Count
Instructional Strategies (how to teach/support reading, math, language arts, etc.)	77
Student Behavior Support	96
Supporting Students with Special Needs	93
Supporting English Language Learners	52
AVID Strategies	30
Utilizing Technology to Support Students	52
Educational Legal Overview	24
Collaboration Models for Teachers and Paraprofessionals	68
Total	492

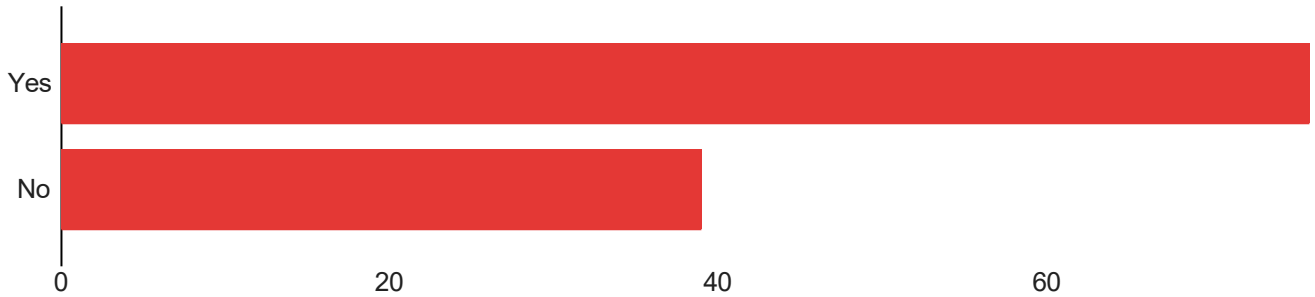
Q6 - Are you interested in earning a Bachelor's Degree in Education through a local or online program?



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
Are you interested in earning a Bachelor's Degree in Education through a local or online program?	1	2	2	0	0	155

Field	Choice Count
Yes	71
No	84
Total	155

Q9 - If yes, would you be interested in a tuition reimbursement program to earn your degree?



Field	Min	Max	Mean	Standard Deviation	Variance	Responses
If yes, would you be interested in a tuition reimbursement program to earn your degree?	1	2	1	0	0	115

Field	Choice Count
Yes	76
No	39
Total	115

Appendix C: Letters of Support

THERESA AXFORD
Superintendent of Schools



To Excellence in the Monroe County Schools

Members of the Board

District#4
JOHN DICK
Chairperson

District#
ANDY GRIFFITHS
Vice-Chairperson

District# 1
BOBBY HIGHSMITH

District# 3
MINDY CONN

District# 5
DR. SUE WOLTANSKI

November 3, 2022

Dr. Jonathan Gueverra
President
The College of the Florida Keys
5901 College Road
Key West, FL 33040

Dear President Gueverra,

As the Executive Director of Personnel Support and Instructional Leadership for the Monroe County School District (MCSD), I am excited to support The College of the Florida Keys' (CFK) proposed Bachelor of Science degree in Exceptional Student Education (BS - ESE). As a leading teacher employer in Monroe County, Florida, MCSD encourages students to pursue careers as teachers, specifically, in exceptional student education. The proposed BS-ESE program will educate students and help them build job-related abilities necessary to enter the workforce as trained educators.

Like the rest of the country, the difficult labor market has created challenges for MCSD with filling all of the various openings. As of October 31, 2022, MCSD had six openings for full-time positions in our exceptional student education category. Furthermore, the district is currently advertising for two reading and two English language positions. Our school district would greatly benefit from a program such as the BS - ESE as it offers the education and specialty training necessary to succeed in a career in education.

For graduates of CFK's Associate in Arts program, a bachelor's program building on the skills gained will fill a need for exceptional student educators and support many locally, regionally, and nationally with the desire to pursue this profession. In closing, MCSD is looking to partner with CFK to help build and establish a pipeline from the college to our classrooms. "Grow Our Own" initiatives are necessary to keep a thriving workforce in Monroe County and highly skilled educators in our classrooms. We currently have eight (8) employees in our Grow Our Own initiative who are eligible to receive up to \$5000 per year in tuition reimbursement as they pursue bachelor level degrees.

We wish the College success in this venture.

Respectfully,
OJ

k

Executive Director
Personnel Support & Instructional Leadership
305-293-1400 x53331

February 25, 2021

Jonathan Gueverra
President/CEO
The College of the Florida Keys
5901 College Road
Key West, FL 33040

Dear President Gueverra:

As an academic leader in a service area adjacent to the College of the Florida Keys (CFK), I would like to lend my full support to CFK's efforts to develop a Bachelor of Science degree in Exceptional Student Education (ESE). Graduates of this baccalaureate program will help K-12 institutions in South Florida meet a critical need. Data from the Florida Department of Economic Opportunity estimates that there are approximately 1,459 annual openings for special education teachers state-wide. The National Clearinghouse of Educational Statistics indicates that Florida higher education institutions only award, on average, 411 baccalaureate degrees in special education per year. This leads to a deficit of over 1,000 job openings per year throughout Florida.

To be successful in ESE, a teacher must be adaptable and possess good critical thinking skills. The program proposed by CFK will help develop these abilities in current and future teachers. The Bachelor of Science in Exceptional Student Education will integrate theoretical concepts with hands-on experience and internships. This combination of academic and practical skills will help produce teachers who can meet the complex needs of special education students. Additionally, the proposed degree will include preparation for Florida Professional Teacher Certifications in Exceptional Student Education (ESE), Reading, and English for Speakers of Other Languages (ESOL). Earning multiple certifications will increase a graduate's likelihood of employment at a K-12 school in Florida.

I wish you success in this new area for CFK!

Sincerely,

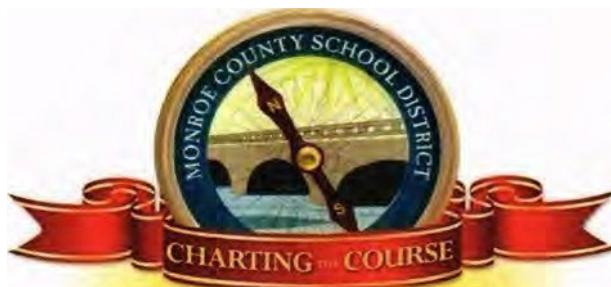


Mark B. Rosenberg

OFFICE OF THE PRESIDENT

Modesto A. Maidique Campus, Miami, Florida 33199 • (305) 348-2111 • Fax: (305) 348-3660

THERESA AXFORD
Superintendent of Schools



To Excellence in the Monroe County Schools

Members of the Board

District #4
JOHNDICK
Chairman

District #2
ANDY GRIFFITHS
Vice-Chair

District #3
MINDY CONN

District #1
BOBBY HIGHSMITH

District #5
DR. SUE WOLTANSKI

November 8, 2022

Dr. Jonathan Gueverra
President
The College of the Florida Keys
5901 College Road
Key West, FL 33040

Dear President Gueverra:

I am writing on behalf of the Monroe County School District (MCSD) in support of The College of the Florida Keys' (CFK) proposed Bachelor of Science degree in Exceptional Student Education (BS - ESE). As the leading employer for teachers in the Florida Keys, the Monroe County School District encourages students to learn and develop job-related skills that will contribute to a trained workforce necessary to meet the demands and challenges of the 21st Century. Our district would greatly benefit from a program such as the BS - ESE as it offers the education and specialty training necessary to succeed in a career in education.

A bachelor's program building on the skills gained in CFK's Associate in Arts program will fill a need for exceptional student educators and benefit many, locally, regionally, and nationally, who desire to pursue this career pathway. Staffing teaching positions remains a serious challenge for MCSD. ESE instructors are especially challenging. As of October 31, 2022, the District had six (6) openings for full-time positions in our exceptional student education category. Consistent staffing challenges is one reason MCSD is already building a pipeline for the program. Currently, there are eight (8) district employees participating in our Grow Our Own initiative. This initiative provides up to \$5,000 per year in tuition reimbursement to support employees in their pursuit of a bachelor's degree. Additionally, existing paraprofessionals in the District have access to financial support through the Para-to-Teacher Tuition Support Program. This state funded program specifically supports paraprofessionals who are seeking a bachelor's degree in Exceptional Student Education.

We wish you much success in this endeavor.

Respectfully,

A handwritten signature in black ink that reads "Theresa Axford". The signature is written in a cursive style.

Theresa Axford
Superintendent of Schools

FIU | FLORIDA INTERNATIONAL UNIVERSITY

Florida International University
11200 SW 8th St
Miami, FL 33199

November 28, 2022

Dr. Jonathan Gueverra
President/CEO
The College of the Florida Keys
5901 College Road
Key West, FL 33040

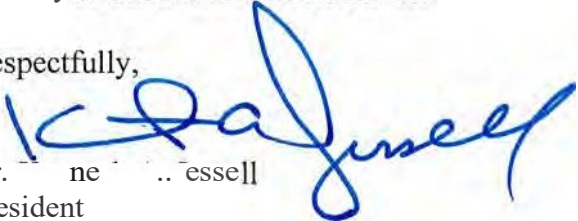
Dear President Gueverra:

As an academic leader in a service area directly adjacent to the College of the Florida Keys (CFK), I would like to lend my full support to CFK's efforts to develop a Bachelor of Science degree in Exceptional Student Education. Graduates of this baccalaureate program will help K-12 institutions in South Florida meet a critical need. Data from the Florida Department of Economic Opportunity estimates that there are 1,459 annual openings for special education teachers state-wide. The National Clearinghouse of Educational Statistics indicates that Florida higher education institutions only award, on average, 411 baccalaureate degrees in special education per year. The sparse number of graduates leads to a deficit of over 1000 job openings per year throughout Florida.

Successful Exceptional Student Education teachers must possess good critical thinking skills and be adaptable. The program created by CFK will help develop these abilities in current and future teachers. The Bachelor of Science in Exceptional Student Education will integrate theoretical concepts with classroom teaching experiences and internships. This combination of academic and practical skills will help produce teachers who can meet the complex needs of special education students. Additionally, the proposed degree will include preparation for Florida Professional Teacher Certifications in Exceptional Student Education (ESE), Reading, and English for Speakers of Other Languages (ESOL). Earning multiple certifications will increase a graduate's likelihood of employment at a K-12 school in Florida.

I wish you success in this endeavor.

Respectfully,


Dr. Kenneth Jessell
President

Appendix D: CFK Board of Trustees Meeting Materials from November 29, 2022

The College of the Florida Keys
5901 College Road
Key West, FL 33040
(305) 296-9081



COLLEGE
OF
FLORIDA KEYS

MEMORANDUM

Date: November 30, 2022

To: Dr. Michael McPherson, Vice President of Academic Affairs

From: ATI_Q, Rachel Oropeza, Director President's Office and Secretary for the Board of
Trustees

Subject: BS-ESE Application and Prospectus - BOT Request for Approval

This memo confirms that the College of the Florida Keys' District Board of Trustees approved item number 17, BS-ESE Application and Prospectus - Request for Approval, on the November 29, 2022, agenda.



AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADOPTION AND ADDITION TO THE AGENDA

APPROVAL OF MINUTES

- [1.](#) BOT Minutes 10/25/22

CONSENT AGENDA

- [2.](#) October 2022 Electronic Activity – Request for Approval
- [3.](#) October 2022 Disbursement Report – Request for Approval

DISTRICT BOARD OF TRUSTEES

PRESIDENT

Focus on Students: Vaclav (Vance) Bursa & Jakub Bursa

President's Report: President Gueverra

CFK Academy:

- [4.](#) CFK Academy Report - Dr. Snyder
- [5.](#) The College of the Florida Keys Academy Classroom Facility & EOC

ATTORNEY

Attorney Report - No report.

Board Rules - No Board Rules.

FINANCE & ADMINISTRATION

EXECUTIVE VICE PRESIDENT & CFO

- [6.](#) Division Report – Dr. Snyder
- [7.](#) Annual State Reports – Informational Only
- [8.](#) Financial Report October 2022 – Request for Approval
- [9.](#) Personnel Actions - Request for Approval

CONTRACTS

- [10.](#) American Red Cross Training Services Agreement – Request for Approval
- [11.](#) CFK Academy Charter Agreement – Request for Approval
- [12.](#) First Horizon Bank Service Agreement - Request for Approval
- [13.](#) CDW Subscription Agreement - Request for Approval
- [14.](#) Governance Training – Request for Approval

INSTRUCTIONAL SERVICES

VP ACADEMIC AFFAIRS

- [15.](#) Division Report – Michael McPherson Ed.D.
- [16.](#) Art Sales and Memberships – Request for Approval
- [17.](#) BS-ESE Application and Prospectus – Request for Approval
- [18.](#) 2023-2024 Early College Articulation Agreement Between Monroe County School District and The College of the Florida Keys – Request for Approval
- [19.](#) Continuing Education course proposals - Request for Approval

ADVANCEMENT

VP ADVANCEMENT

VP Advancement Report: Marketing, Recruitment, Enrollment, Information Technology, Financial Aid, Student Activities and Athletics

- [20.](#) Division Report - VP Scuderi

VP Advancement Report: Foundation

- [21.](#) Foundation Report - VP Scuderi

ADDITIONAL DOCUMENTS

- [22.](#) CFK in the News

GOOD OF THE ORDER

The Next Board Meeting will be Tuesday, January 31, 2023.
Upper Keys Center, Overseas Highway, Key Largo, FL, 2:00 PM.

BOARD OF TRUSTEES BOARD BOOK

October 25, 2022 at 2:00 PM
Upper Keys Center, Key Largo

MINUTES

BOT IN PERSON: Chair Madok, Mike Puto, Richard Weinstein, Dan Leben, Michelle Maxwell.

EMPLOYEES: President Gueverra, Dr. Snyder, Dr. McPherson, VP Scuderi, R. Oropeza, Director, President's Office, Dr. Roby, Dean, Science & Nursing.

EMPLOYEES VIA GTM: T. Hill, Director, Office of the Executive VP & CFO, J. Rouge, Director, Sponsored Programs, Dr. Walsh, Faculty, Marine Science, J. Spencer, Assistant Director, Student Support Services, J. Brooke, Facilities, Dr. McCoy, Faculty, BAS Supervision & Management, B. Lindenberg, Director, TADA, L. Gaspari, Dean, Arts & Hospitality, J. Seubert, Dean, Marine Science & Technology, K. Malsheimer, Manager, Enrollment Management, Dr. Medyk, Faculty, College Success, N. Walsh, Assistant to the VP, Advancement.

STUDENT SPEAKER: Angie Alvarez

CALL TO ORDER

The meeting was called to order by Chair Madok at 2:05pm.

PLEDGE OF ALLEGIANCE

ADOPTION AND ADDITION TO THE AGENDA

Motion made by Trustee Puto, Seconded by Trustee Leben.
Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

APPROVAL OF MINUTES

A. BOT Minutes 9/29/22

Motion made by Trustee Puto, Seconded by Trustee Leben.
Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

Ratification of all items from the previous meeting.

Motion made by Trustee Puto, Seconded by Trustee Leben.
Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

CONSENT AGENDA

1. September 2022 Electronic Activity – Request for Approval
2. September 2022 Disbursement Report – Request for Approval
3. Personnel Actions - Request for Approval

New Full Time Employees:

Name	Effective Date	Position	Rate
John Brooke	October 11, 2022	Manager, Maintenance and Operations (UKC)	\$60,490 annualized
Heath Hankins	October 3, 2022	Manager, Food Services	\$54,991 annualized
Stephen Juliusburger	October 12, 2022	Faculty, Culinary Arts	\$63,975 annualized
Stephanie Scuderi	October 3, 2022	VP, Advancement, Alumni Relations, and Director of FKEF	\$127,000 annualized

New Part-Time Employees:

Name	Effective Date	Position	Rate
Cayley Flowers	October 1, 2022	Coordinator, STEM	\$20.50 hourly
Addison LaPradd	October 7, 2022	IPS Instructor	\$25.00 hourly
Addison LaPradd	October 7, 2022	IPS High-Liability Instructor	\$28.00 hourly
Grace L. Roebuck	October 5, 2022	Deckhand	\$17.50 hourly
Ruth A. Roebuck	October 5, 2022	Deckhand	\$17.50 hourly
T'Anchony S. Roberson	October 6, 2022	Federal Work-Study / Student Activities	\$15.00 hourly
Aurora A. Young	October 6, 2022	Federal Work-Study / Office of the President	\$15.00 hourly

Additional Employees: Current or returning employees filling temporary, part-time positions:

Name	Effective Date	Position	Rate
Dr. Carla Fry	June 21, 2022	Honorarium	\$125.00
Marilyn M. McDonald	October 3, 2022	Aquatics Personnel	\$16.50 hourly
Judas Marceau	October 3, 2022	Federal Work-study / Learning Resources Center	\$15.50 hourly
Derrick A. Medina	August 16, 2022	Federal Work-study / Campus Café	\$15.50 hourly
Lesley M. Pazo	August 16, 2022	Federal Work-study / Enrollment Services	\$16.50 hourly
Matthew A. Posey	October 3, 2022	Federal Work-study / Marine Science	\$15.50 hourly

Promotions/Reclassifications/Transfer/Adjustment:

Sheila Reyes	Assoc. Dean, Enrollment Mgmt.	October 1, 2022	Promotion
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Motion made by Trustee Puto, Seconded by Trustee Leben.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

DISTRICT BOARD OF TRUSTEES

PRESIDENT**Focus on Students:** Angie Alvarez**President's Report:** President Gueverra

4. Ratification of the Collective Bargaining Agreement

Motion made by Trustee Puto, Seconded by Trustee Maxwell.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

- Dr. Gueverra informed the BOT that they will be assigned CFK emails so that they do not have to use their personal ones for College business.
- Dr. Gueverra thanked Dr. Roby for his years of service to CFK. Dr. Roby has resigned his position as Dean but will remain as an instructor.
- Dr. Gueverra gave an update on SB7044 - the first report is due in January 2023, though the new accreditor has not been selected or approved. Dr. G. sent a letter to the Federal Department of Education to request permission to make the change. He has also attended seminars to learn about the proposed accreditors. CFK will volunteer to be one of the first colleges to use a new accreditor. Higher Learning Commission (HLC) appears to be the accreditor of choice.
- The REACH Act - the Reimagining Education and Career Help Act is state legislation that was signed into law on July 1, 2021. The REACH Act was created to address the evolving needs of Florida's economy by increasing collaboration and cooperation among state business and education communities. The Act is designed to improve training within and equity and access to a more integrated workforce and education system for all Floridians. Career Source was contracted to conduct research and discovery. The alignment evaluation process encompasses all partners and processes across Florida, including Career Source Florida, the 24 local workforce development boards, businesses, and job seekers to ensure equity and access for all Floridians.
- The State of Florida is committed to working to further nursing education and has created a LINE grant. A partner is needed to apply for the LINE grant. Baptist Health has committed to a match of \$750,000.
- Dr. G. will be a panelist for the Chancellor's Leadership Summit in Orlando on October 26, 2022. Last week, he gave a presentation at the Boston Children's Hospital. He will also be traveling to the Florida Restaurant Lodging Association Conference where Trustee Suga will be honored as "Hotelier of the Year."

CFK Academy:

Dr. Snyder informed the Board that items will be added to the agenda as they need to be addressed.

ATTORNEY**Attorney Report - No report.****Adjourn as a Regular Board and Re-convene as a Rule Making Board**

Motion made by Trustee Puto, Seconded by Trustee Weinstein.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee

Maxwell.

Board Rules

5. BR 1.230 - Conflict of Interest

Motion made by Trustee Puto, Seconded by Trustee Maxwell.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

6. BR 6.410 - Instructional Work Period

Motion made by Trustee Puto, Seconded by Trustee Leben.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

7. BR 6.430 - Faculty Evaluation

Motion made by Trustee Puto, Seconded by Trustee Weinstein.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

8. BR 7.150 - Scholarship Aid and Employee-Dependent Fee Exemption

Motion made by Trustee Puto, Seconded by Trustee Maxwell.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

Adjourn as a Rule Making Board and Re-convene as a Regular Board

Motion made by Trustee Puto, Seconded by Trustee Weinstein.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

FINANCE & ADMINISTRATION

EXECUTIVE VICE PRESIDENT & CFO

9. Division Report – Dr. Snyder

10. Financial Report September 2022 – Request for Approval

Motion made by Trustee Puto, Seconded by Trustee Leben.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

11. The College of the Florida Keys Academy Classroom Facility & EOC

CONTRACTS

12. Toshiba Contract – Request for Approval

Motion made by Trustee Leben, Seconded by Trustee Puto.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

INSTRUCTIONAL SERVICES

VP ACADEMIC AFFAIRS

13. Division Report - Learning Resource Center

14. Division Report - Arts and Hospitality

15. Marine Science and Technology Report

16. Division Report-Sciences & Nursing

17. Revisions for Current Academic Calendar - Request for Approval

Motion made by Trustee Maxwell, Seconded by Trustee Puto.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

ADVANCEMENT

VP ADVANCEMENT

VP Advancement Report: Advancement, Enrollment Management and Marketing

18. Division Report - VP Scuderi

VP Advancement Report: Foundation

19. Foundation Report - VP Scuderi

Community Day will take place on Saturday, November 5, 2022.

The new date for the Scholarship Social is Thursday, November 17, 2022.

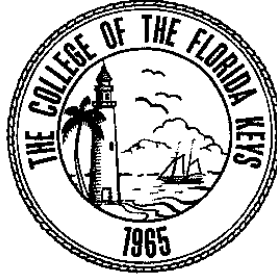
The Seaside Soiree will take place on Saturday, March 4, 2023 at the Upper Keys Center.

ADDITIONAL DOCUMENTS

20. CFK in the News- October BOT meeting

GOOD OF THE ORDER

- Chair Madok responded to the comments made at the last BOT meeting during the public input session - he has reviewed the times that other College Boards meet and determined that 2:00pm is the best time for the CFK Board to meet. He does not recommend a change in the time for the CFK Board meetings.
- Chair Madok also reminded everyone to be thoughtful of the words they use when addressing the Board and the public.
- Dr. G. informed the Board that he has been meeting with different individuals to discuss a residential complex.



RESOLUTION

The College of the Florida Keys | Board of Trustees & President

Resolution of Gratitude and Appreciation for Leadership: Stephanie Scuderi

WHEREAS: Stephanie Scuderi has served The College of the Florida Keys, its students, the employees, the Keys community, and the State of Florida as a member of the District Board of Trustees (Board) since 2014;

WHEREAS: During her eight years on the Board, Stephanie Scuderi has served as Chair for six, worked as an unpaid Adjunct Faculty, and supported The College of the Florida Keys financially and in many other ways;

WHEREAS: When Stephanie Scuderi was first appointed to the District Board of the Trustees, the College was known as Florida Keys Community College;

WHEREAS: The third time (read that as “legislative session”) was indeed a charm, but Stephanie Scuderi marshalled the energy, the legislative support and the mechanism that allowed FKCC to become CFK or The College of the Florida Keys;

WHEREAS: Stephanie Scuderi then became the first Chair of the District Board of Trustees of The College of the Florida Keys;

WHEREAS: Her legacy is quite notable. During her tenure Stephanie Scuderi saw the completion of several important construction projects, most notably the Upper Keys Center in Key Largo and the breaking ground on the CFK Academy Charter High School and Emergency Operations Center;

WHEREAS: Hurricane Irma left CFK with considerable damage (over \$10 million) to its facilities. Stephanie Scuderi never wavered in her commitment to see the institution and the community recover;

WHEREAS: Through Stephanie Scuderi’s involvement with the banking sector and the SBDC, approximately 160 businesses in Monroe County benefitted from emergency bridge loans totaling over \$6 million to support their recovery;

WHEREAS: Under Stephanie Scuderi’s tenure the College’s marketing and advancement efforts led to the launch of a new logo, mascot, website, a sports team, greater brand awareness and new academic programs;

WHEREAS: Stephanie Scuderi presided over a College that saw its enrollment increase even during a pandemic as other institutions declined;

WHEREAS: Under Stephanie Scuderi’s tenure, the College launched and implemented a strategic plan that saw 90% of the objectives completed on time;

WHEREAS: In a well-recognized Prius, Stephanie Scuderi travelled US 1 from Ocean Reef to Key West in support of efforts to assure that The College of the Florida Keys remains relevant, financially solvent, fiscally responsible and this community’s college;

WHEREAS: Wielding a mighty tiny gavel, Stephanie Scuderi ran the monthly Trustee meetings with the authority of a deity and the precision of a surgeon (after some initial coaching from a respected judge).

NOW THEREFORE BE IT RESOLVED:

The District Board of Trustees, meeting on October 25, 2022, recognizes Stephanie Scuderi and acknowledges her service to education, our community, our students, and the College’s employees;

BE IT FURTHER RESOLVED THAT:

The District Board of Trustees expresses to Stephanie Scuderi its deepest appreciation, admiration for the experience and wealth of knowledge she made available to the Board and the leadership team of The College of the Florida Keys;

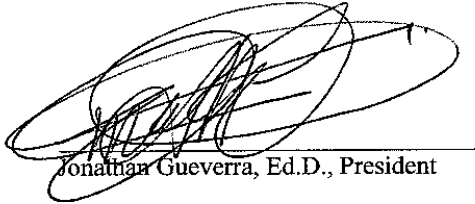
The District Board of Trustees acknowledges and is deeply grateful for Stephanie Scuderi’s selfless commitment and dedication to the interests of CFK and was always available to travel anywhere in the State of Florida, usually Tallahassee, to advocate on behalf of the CFK;

BE IT FINALLY RESOLVED THAT:

The District Board of Trustees offers best wishes to Stephanie Scuderi and her son, Ray, with the expectation that Ray will begin taking classes at CFK soon.

Mover: Trustee Mike Puto
Second: Trustee Michelle Maxwell


Kevin Madok, Board of Trustees Chair


Jonathan Gueverra, Ed.D., President

Motion made by Trustee Puto, Seconded by Trustee Maxwell.

Voting Yea: Chair Madok, Trustee Puto, Trustee Weinstein, Trustee Leben, Trustee Maxwell.

The Next Board Meeting will be Tuesday, November 29, 2022.
The Middle Keys Center, Marathon, FL, 2:00 PM.

Motion to adjourn at 3:45pm.

Dr. Jonathan Gueverra
President/ CEO

Kevin Madok
Chair, Board of Trustees



**THE COLLEGE OF THE FLORIDA KEYS
Memorandum**

DATE: November 14, 2022
TO: District Board of Trustees
FROM: Heather Margiotta
DEPARTMENT: Business Office
SUBJECT: October 2022 Electronic Activity – Request for Approval

The October 2022 Electronic Activity Report includes wire and ACH transfers made payable to vendors. The report is being presented for board approval in the Consent Agenda.

October 2022 - Electronic Activity

ACH Date	Vendor Name	Description	Doc Number	Invoice Amount
10/7/2022	AmeriGas Propane	Propane Services	W0005573	235.45
10/7/2022	Comcast Business	Cable - Lobby	W0005574	884.14
10/7/2022	EssentialNet Solutions, Inc	IT Management Services	W0005575	49,685.00
10/7/2022	Fl Keys Aqueduct Authority	Utilities - Water	W0005576	1,356.00
10/7/2022	Internal Revenue Service	Payroll Taxes	W0005577	78,182.64
10/7/2022	Key West Resort Utilities Corp	Utilities - Sewer	W0005578	6,355.72
10/7/2022	Pure Health Solutions, Inc	Water Cooler Service	W0005579	149.85
10/7/2022	TSA Consulting Group, Inc.	Payroll Contributions (Fidelity)	W0005580	3,050.54
10/7/2022	WEX Inc	Gas Card Services	W0005581	526.07
10/14/2022	Federal Express	Express Mail	W0005582	25.13
10/14/2022	Florida College System Risk Management	Insurance	W0005583	92,324.24
10/14/2022	HEALTHEQUITY, INC	Payroll Contributions (HSA)	W0005584	500.00
10/14/2022	LEAF Capital Funding LLC	Water Cooler Service	W0005585	153.90
10/14/2022	Pure Health Solutions, Inc	Water Cooler Service	W0005586	49.95
10/21/2022	Comcast Business	Cable - Lobby	W0005587	47.99
10/21/2022	EssentialNet Solutions, Inc	IT Management Services	W0005588	48,159.00
10/21/2022	Fl Keys Aqueduct Authority	Utilities - Water	W0005589	466.83
10/21/2022	Florida Keys Electric Cooperative	Utilities - Electric - Key Largo	W0005590	12,745.41
10/21/2022	Florida Retirement System	Retirement Contributions	W0005591	94,635.52
10/21/2022	HEALTHEQUITY, INC	Payroll Contributions (HSA)	W0005592	500.00
10/21/2022	Humana Dental	Dental Insurance	W0005593	2,027.24
10/21/2022	Internal Revenue Service	Payroll Taxes	W0005594	75,460.71
10/21/2022	Keys Energy Services	Utilities - Electric	W0005595	69,412.22
10/21/2022	Pure Health Solutions, Inc	Water Cooler Service	W0005596	59.95
10/21/2022	Ralons America Corp.	Custodial Services	W0005597	19,460.84
10/21/2022	Ralons Security LLC	Campus Security Services	W0005598	25,089.63
10/21/2022	South Florida Water Consultants, LL	Utilities - UKC Sewer	W0005599	375.00
10/21/2022	TSA Consulting Group, Inc.	Payroll Contributions (Fidelity)	W0005600	3,050.54
10/28/2022	AFLAC	Supplemental Insurance	W0005601	910.61
10/28/2022	Comcast Business	Cable - Lobby	W0005602	3,859.90
10/28/2022	Federal Express	Express Mail	W0005603	145.51
10/28/2022	Fl Keys Aqueduct Authority	Utilities - Water	W0005604	8,308.55
10/28/2022	Florida College System Risk Management	Insurance	W0005605	251.23
10/28/2022	HEALTHEQUITY, INC	Payroll Contributions (HSA)	W0005606	250.00
10/28/2022	Shred-It USA, LLC.	Shred Services	W0005607	1,332.60
10/31/2022	Ajax Building Company, LLC	Construction	W0005608	429,001.93
10/31/2022	American Welding Society	0	W0005609	5,000.00
10/31/2022	AmeriGas Propane	Propane Services	W0005610	329.19
10/31/2022	Fl Keys Aqueduct Authority	Utilities - Water	W0005611	1,336.72
10/31/2022	HLC Holding LLC / dba GFS Florida	Culinary Program Expenses	W0005612	1,205.80
10/31/2022	Key West Resort Utilities Corp	Utilities - Sewer	W0005613	8,100.46
10/18/2022	Bank of America	Purchasing Card Activity	FP000183	38,698.73
Total Electronic Activity				\$ 1,083,700.74



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 14, 2022
TO: District Board of Trustees
FROM: Heather Margiotta, Controller
DEPARTMENT: Business Office
SUBJECT: October 2022 Disbursement Report – Request for Approval

The October 2022 Disbursement Report includes direct deposits made payable to employees for reimbursements and checks made payable to vendors, students, and employees. The report is being presented for board approval in the Consent Agenda.

October 2022 Disbursement Summary Board of Trustees			
Check Activity			
Account	Total \$	Total Qty	Check Number Range
Operating (student and vendor)	557,212.07	267	00132890-00133156
Operating Direct Deposit (employee reimbursements)	93,112.21	8	!0001121-!0001123,!0005582-!0005586
Payroll Checks	17,129.70	27	00220899-00220925
Total	667,453.98	302	
Voided Check Activity			
Item 1	Amount	Check No.	
Federal Express	25.13	!0005582	Administration Error: Check No. starting with ! (used for Banner system generated ACH files) should have started with W (used for bank generated ACH and wires).
Florida College System Risk Managme	92,324.24	!0005583	
HEALTH EQUITY, INC	500.00	!0005584	
LEAF Capital Funding LLC	153.90	!0005585	
Pure Health Solutions, Inc	49.95	!0005586	
Whitehead, Kieron C.	183.89	00220909	
Subtotal	93,237.11	6	
Item 2			
Toni A Paruso	120.00	00131806	Lost in Mail - Reissued Checks
Loranger, Austin	26.50	00131458	
Jolly, Ricardo E.	24.00	00131642	
Johnson, Jagrasselliers L.	237.27	00131857	
Fernandez Cardenas, Emelia D.	2,312.00	00131925	
Fry, Christy J.	6,770.54	00132577	
Gaymes, Kavir D.	2,500.00	00132584	
Jocelyn, Fayza E.	1,016.58	00132607	
Young, Aurora	3,448.00	00132782	
Young, Aurora	750.00	00132822	
Rene, Lude Clara	500.00	00132815	
Rowe, Kara C.	500.00	00132818	
Subtotal	18,204.89	12	
Item 3			
Roebuck, Ruth	1,027.00	00132871	Financial Aid Adjustment
Brooks, Tyana	534.34	00132517	
Sparrow, Kacy P.	1,636.46	00132739	
Peters, Kalli R.	1,084.10	00132678	
Clifton, Elijah M.	143.00	00133057	
Subtotal	4,424.90	5	
Item 4			
PADI Americas, Inc	958.00	00131808	Other Admin Reasons - No Longer Needed
Subtotal	958.00	1	
Total	116,824.90	24	
Operational Void %	3.53%	5.96%	
AP Keying Error Void %	13.97%	1.99%	



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/17/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: CFK Academy Report

To successfully launch the CFK Academy with its first cohort of students in August 2023, the College has established six committees to oversee the process. The committees meet on a regular basis and each committee has established deliverables with deadlines. The committee chairpersons meet once a month with Dr. Noe, CFK Academy consultant, to monitor progress and discuss any relevant issues.

Academic – Curriculum, Behavioral Support Plan, ESE, ELL, Class Schedule

An English Language Learner (ELL) Student Handbook was created. The handbook contains the procedures for identifying students as English Language Learners, assessing their skills, and developing an education plan for the student. The handbook is based on Monroe County School District's current ELL Handbook but was modified to meet the needs of the CFK Academy.

Admissions – Applications, Lottery System, Enrollment Process, Student Information System

For interested students, the Admissions Committee has created an application through Google Docs that features a lottery system in case applications exceed the number of available seats. This application will be available in multiple languages. The application will go live in January and a tentative timeline has been developed for lottery, acceptance notification, and registration. Registration will follow the Monroe County School District's (MCSD) registration procedure with regard to required documents and forms. Records for students currently in the MCSD will transfer to the Academy through FOCUS, the MCSD's core records-keeping program. Pending contract approval, the Admissions Committee will coordinate with the appropriate people in the MCSD administration. The Academy's enrollment policy is in development.

Finance – Financial Services, Budget, Audit, Reporting

Financial and audit reporting requirements have been identified by the committee. Daily financial operations will be completed by the Business Office staff and the Principal. Contractual reporting to the Monroe County School District will be completed by a third-party service provider for the first year of operations. The committee is in the process of identifying a service provider and developing a request for proposal for audit services. The Budget process will start once a Principal is hired.

Governance – Governing Board Support, TADA, Strategic Planning, Insurance, Contracts

After successfully negotiating the Charter School Contract with the Monroe County School District, the committee is focused on developing the job description for the Principal and kickstarting the hiring process to have the CFK Academy Principal start in February 2023. In addition, a Florida Department of Education approved provider was identified to provide required charter school governing board training. The committee has identified policies and procedures that will need to be revised to incorporate the charter school. The process to make these changes has started.

Grant - CSP Grant, Furniture, Technology, Parking, Safety and Security

In anticipation of the Florida Department of Education's 2023 Public Charter School Program (CSP) Grant, the committee identified furniture and technology that can be purchased with grant funds and begun obtaining cost estimates. The committee has received estimates for furniture, the building's access control and video management systems, and other IT equipment. The committee will develop a safety, emergency, and security plan and parking/drop-off plan and has identified the Monroe County School District as a resource for developing these plans.

Marketing – Branding, Webpage, Student Recruitment

The Marketing Committee is actively working to build awareness of the CFK Academy while developing plans to market the charter high school and recruit students more aggressively in early 2023. The CFK Academy now has a logo and a web presence within the College's website at CFK.edu/CFK Academy. The webpage currently contains information about the school, the curriculum, and dual enrollment opportunities. The web presence will grow as development progresses. It will serve as the vehicle for sharing details with the public and for collecting applications.

Announcements about state funding of \$3M were shared with the public via a news release and social media postings. Banners were displayed and flyers distributed at Community Day. Also, the CFK Academy is featured in the College's annual magazine, *Keys Currents*, which is being distributed to every address in Monroe County in November.



**THE COLLEGE OF THE FLORIDA KEYS
Memorandum**

DATE: November 8, 2022
TO: District Board of Trustees
FROM: Glynn Meienburg, Facilities Director
DEPARTMENT: Facilities
SUBJECT: The College of the Florida Keys Academy Classroom Facility & EOC

OVERVIEW:

October 2022 Construction Report

EXECUTIVE SUMMARY

OWNER'S MONTHLY REPORT

This report covers project activities through October 31st, 2022.

October brought a lot of visual change to the project as we began finishes. The sanitary holding tank was installed and inspected. Drywall hanging, taping, and mudding was completed, and a level 5 finish was applied to all surfaces receiving paint. Under the hollow core slab framing and utilities were all installed and completed with concrete board. Stucco was completed on the final elevation and exterior painting was finished. Permanent windows and exterior storefronts arrived on site and are 95% installed. Interior storefront frames have all been installed and are awaiting glass. Water testing will be completed in early November. Interior priming, and first coat are 100% complete while final painting is about 90% complete. MEP ceiling trim was completed, and ceiling grid was installed in preparation for tiles. Casework arrived on site Mid-October and is 100% installed. Ceramic tile is 100% complete along with the bathroom trim and epoxy flooring. The final electrical panel passed inspection and all permanent power and lighting is operational. The fire alarm system has been installed, programmed, and passed the inspection by M.T. Causley. The above ground sprinkler system is 100% installed and passed inspection. The plaza concrete was placed in preparation for the Aluminum canopy which began at the end of October and should complete early next month. Carpet has been installed and LVT will be installed early November. The storage area concrete has begun being graded and will be placed the second week of November.

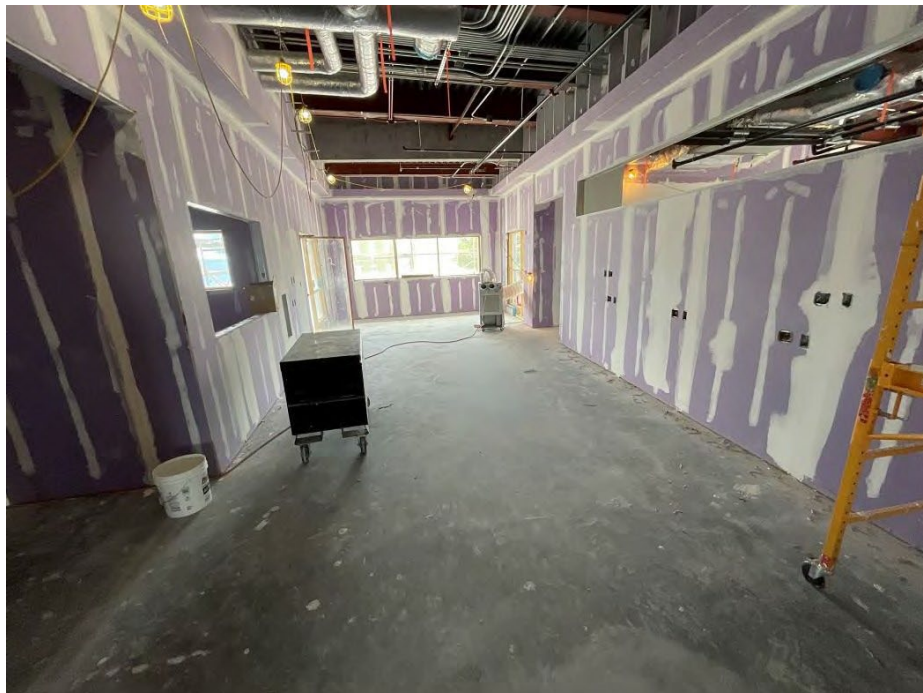
Low voltage wiring was added to the Ajax scope and procurement for the material has already begun. This is expected to push substantial completion to November 29th. See master schedule for more detail.

The College of the Florida Keys Academy Classroom Facility & EOC project is approximately 85% complete.

PROJECT PHOTOS
OWNER'S MONTHLY REPORT



Sanitary Holding Tank



Drywall Tape & Mud

PROJECT PHOTOS
OWNER'S MONTHLY REPORT



Level 5 Finish with Temp Windows



Storage Area Framing

PROJECT PHOTOS
OWNER'S MONTHLY REPORT



Handicap Ramp after Stucco



Permanent Window Installation

PROJECT PHOTOS

OWNER'S MONTHLY REPORT



Ceiling Grid Installation



Casework in Teacher Planning Area

PROJECT PHOTOS
OWNER'S MONTHLY REPORT



Exterior Painting



October Aerial



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/15/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: Division Report – Dr. Snyder

Business Office

As of November 8, 2022, the student receivables report for term fall 2022 indicates 7.3 FTE still outstanding. Outstanding balances are primarily due to financial aid related adjustments and Nelnet payment plan defaults.

Payment Category	Head Count Total	DE Head Count	FTE Total	DE FTE
Owes All	3	-	0.80	-
Paid In Full	1,149	227	365.40	47.60
Partially Paid	20	-	6.50	-
Grand Total	1,172	227	372.70	47.60

Head Count	Reason	Total
9	Nelnet Default	\$ 8,045.55
2	Session B	691.04
11	Financial Aid Related	10,547.37
1	VA Adjustment	1,108.45
23	Total	\$ 20,392.41

Sponsored Programs



CFK joined Miami Dade College and Palm Beach State College in the submission of a proposal to the Department of Labor's Strengthening Community Colleges Training Grant Program. The proposal features a regional approach to improving career pathways in critical industries through employer engagement and work-based learning. CFK's focus is on healthcare career pathways.

The College recently submitted a proposal to the Gulf State Marine Fisheries Commission (GSMFC) entitled *Continued Development of Innovative Hatchery Technology for Black Grouper including Integrated Multi-Trophic Aquaculture with Oysters and Seaweed*. The project seeks to expand upon research funded by the GSMFC in 2020.



CFK has partnered with the University of Miami in the submission of a proposal to the National Oceanic and Atmospheric Administration's (NOAA) Saltonstall-Kennedy Grant Competition. The proposal, *Advancing Sustainable Grouper Production in the U.S. through Development of Innovative Hatchery Technology for Black Grouper*, includes research on black grouper fertilization and feeding.

Career Centers

Attempts to recruit employers for the CFK Career Centers are still underway. Center Director Richaunda Curry presented career center services at the Marathon Chamber of Commerce meeting on November 15, 2022. Topics discussed included career center programs and services, employer registrations, employer open spaces, and word-of-mouth advertising.

The Career Center team has three vacant positions that need to be filled at the Key West Career Center: Business Consultant, Placement Coordinator, and Career Advisor. The positions are currently posted on the College's website.

Facilities

Key West Campus:

The College Maintenance Department, along with other employees, prepared the campus buildings and grounds for Tropical Storm Nicole.

Upper Keys Center:

K2M and Thornton along with their sub-contractors are preparing to complete HVAC commissioning, scheduled for December 5, 2022. Thornton is also addressing any building warranty issues as they arise.

Talent Acquisition, Development, and Accountability (TADA)

The College is currently recruiting for 11 full-time and 39 part-time positions. The Office of TADA completed Benefits Open Enrollment for all active employees and retirees for the upcoming 2023 plan year (beginning January 1, 2023). Three new items for the upcoming plan year include a tiered coverage structure for all plans, College contributions to all medical premiums, and four new medical plans to appeal to varying medical needs of employees.

The CFK Wellness Team is sponsoring an inaugural paint night employee event at the Key West campus on November 21, 2022, from 5 – 7 p.m. Employees who RSVP will be provided with all the supplies they need to paint a design at the event led by CFK's own Marissa Owens, Director of Recruitment. The Wellness Team intends to provide a similar event at the Upper Keys Center. The 2nd Annual Minutes of Movement Challenge was launched last month and is set to end on November 18, 2022. The winning team will be announced on Professional Day. All twenty participants will receive a water bottle and the winning team gets the privilege of carrying the Tuga Trophy!



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 14, 2022
TO: District Board of Trustees
FROM: Heather Margiotta, Controller
DEPARTMENT: Finance and Administration
SUBJECT: Annual State Reports – Informational Only

The College has submitted five annual reports to the Florida Department of Education in October 2022. The purpose of each report is as follows:

The Cost Analysis and Administrative Costs Report identifies and categorizes expenses that are used by the College to support the delivery of instruction. The report is intended to be an analysis of the expenditures for those courses and programs supported by the Florida College System Program Fund.

The Technology Expenditure Analysis Report identifies technology expenditures by the College that support the delivery of instruction and show the specific functions for which they are expended.

The Services and Expenditures for Students with Disabilities Report is used to evaluate the amount expended for students with disabilities. This report provides a categorization of expenditures by job functions, learning device or aid, and miscellaneous expenditures.

The Student Fee Exemptions and Waivers Report is a summary of an unduplicated headcount of students who receive exemptions and waivers and the related fees exempted or waived during the academic year in accordance with various statutes.

ACTION

None

Item 7.

Table with columns A-U and rows 1 through 118. Includes categories like Business & Management, Computer & Infor. Sci., Mathematics, Area Studies, Psychology, Social Sciences, Communications, Home Economics, Law, Library Science, Military Science, Public Affairs, Theology, and Interdisciplinary. Rows are grouped into UL, LL, POSTSECONDARY VOCATIONAL, EPI, ADULT VOCATIONAL, CONTINUING WORKFORCE ED., and APPRENTICESHIP. Final rows show SUM OF DISTRIBUTED Inst Support Cost and AMOUNT TO DISTRIBUTE.

REALLOCATION OF OJT | | | | 96,797 | | | | | | | | | | | 33,556 | 155,698 | 52,431 | | | | 506 | | 0 | | 95,799 | 89,788

524,575 427,778

1.3 PREPARATORY																				
1.31.01 Developmental Education	6,992	218	2,411	9,620	881	4,541		8,188	X	1,581	0	16,131	22,597	9,162	0	54	54	0	12,874	14,305
1.31.02 Vocational Prep.	0	0	0	0	0	0		0	X	0	0	0	0	0	0	0	0	0	0	0
1.31.03 EAP Dev Ed	0	0	0	0	0	0		0	X	0	0	0	0	0	0	0	0	0	0	0
1.31.04 EAP Vocational Prep.	0	0	0	0	0	0		0	X	0	0	0	0	0	0	0	0	0	0	0
TOTAL PREPARATORY	6,992	218	2,411	9,620	881	4,541		8,188	X	1,581	0	16,131	22,597	9,162	0	54	54	0	12,874	14,305
1.3 ADULT EDUCATION																				
1.32.01 Adult Basic	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
1.32.02 Adult Secondary	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
1.32.03 GED Preparatory	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
1.32.04 EAP Literacy (ESOL)	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL ADULT EDUCATION	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0
SUM of DISTRIBUTED Inst Support Cost	-128,510	-1,273	9,189	-120,594	2,819	22,996		137,725	-12,425	-6,963	0	144,152	346,667	234,541	0	-318	-318	0	135,142	296,560
AMOUNT TO DISTRIBUTE	-128,510	-1,273	9,189	-120,594	2,819	22,996		137,725	-12,425	-6,963	0	144,152	346,667	234,541	0	-318	-318	0	135,142	296,560
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
REALLOCATION OF OJT				12,395								7,882	49,347	23,026		82	0		26,111	33,714

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Item 7.

The Florida College System
Data Collection for the Administrative Cost Report

COLLEGE NAME:
The College of the Florida Keys

Account	Name	FY 2021-22	Administration?	Administrative Amount	Excluded Amount	Data Validation	Comments / Additional Details
16000000	Institutional Support Control (Administrative)						
16100000	Executive Management Control	\$ 482,392.78		\$ 365,036.45	\$ 117,356.33		
16110000	College-Wide Management					\$ -	
16111000	District Board of Trustees	\$ 2,172.29	YES	\$ 2,172.29		\$ 2,172.29	
16112000	President	\$ 306,805.72	PARTIAL	\$ 272,636.33	\$ 34,169.39	\$ 306,805.72	
16113000	Assistant to the President	\$ 90,227.83	YES	\$ 90,227.83		\$ 90,227.83	
16114000	Executive Vice President/Vice President(s)					\$ -	
16115000	Chief Campus Administrators in Multi-Campus Colleges					\$ -	
16116000	Equal Access, Equal Opportunity, Equal Employment Officer					\$ -	
16117000	Internal Auditing					\$ -	
16120000	Educational Planning and Development					\$ -	
16121000	Institutional Research	\$ 83,186.94	NO	\$ -	\$ 83,186.94	\$ 83,186.94	
16122000	Analytical Studies					\$ -	
16130000	Legal Services					\$ -	
16140000	College-Wide Planning and Management Committees, Council or Task Forces					\$ -	
16141000	Faculty Senates					\$ -	
16142000	Planning Committees					\$ -	
16143000	Administrative Councils					\$ -	
16200000	Fiscal Operations Control	\$ 911,764.80		\$ 509,066.62	\$ 402,698.18		
16210000	Fiscal Control					\$ -	
16211000	Business Officer (Financial Duties)	\$ 274,265.15	YES	\$ 274,265.15		\$ 274,265.15	
16212000	Comptroller	\$ 118,766.19	YES	\$ 118,766.19		\$ 118,766.19	
16213000	Budget Administration and Control					\$ -	
16220000	Financial Operations	\$ 78,957.66	PARTIAL	\$ 76,989.02	\$ 1,968.64	\$ 78,957.66	
16221000	Payroll Operation	\$ 39,046.26	YES	\$ 39,046.26		\$ 39,046.26	
16222000	Bursar					\$ -	
16223000	Cashier	\$ 57,080.30	NO		\$ 57,080.30	\$ 57,080.30	
16224000	Disbursement					\$ -	
16225000	Accounting	\$ 70,378.51	NO		\$ 70,378.51	\$ 70,378.51	
16230000	Investment Management					\$ -	
16231000	Cash Flow Management					\$ -	
16232000	Endowment Management					\$ -	
16240000	Grants and Contracts Financial Management					\$ -	
16241000	Grants Management	\$ 216,738.97	NO		\$ 216,738.97	\$ 216,738.97	
16242000	Grants Accounting	\$ 56,531.76	NO		\$ 56,531.76	\$ 56,531.76	
16300000	General Administrative and Logistical Services Control	\$ 1,824,014.32		\$ 214,161.76	\$ 1,609,852.56		
16310000	Administrative Data/Telecommunication Services	\$ 1,121,039.59	NO		\$ 1,121,039.59	\$ 1,121,039.59	
16310100	Computing					\$ -	
16310200	Telecommunications					\$ -	
16310300	Networking					\$ -	
16320000	Human Resources	\$ 201,049.44	YES	\$ 201,049.44		\$ 201,049.44	
16330000	Logistical Services					\$ -	
16330100	Purchasing	\$ 47.75	YES	\$ 47.75		\$ 47.75	
16330200	Receiving					\$ -	
16330300	Shipping					\$ -	
16330400	Warehousing					\$ -	
16330500	Property Management					\$ -	
16330600	Mail and Distribution					\$ -	
16330700	Telephone Service/Operations	\$ 19,256.12	NO		\$ 19,256.12	\$ 19,256.12	
16330800	General Printing and Reproduction	\$ (472.43)	YES	\$ (472.43)		\$ (472.43)	
16330900	Campus Transportation (including motor pool)					\$ -	
16331000	Parking and Parking Space Management					\$ -	
16340000	Other General Expenses	\$ 483,093.85	PARTIAL	\$ 13,537.00	\$ 469,556.85	\$ 483,093.85	
16341000	Business Hospitality					\$ -	
16342000	Organizational Memberships					\$ -	
16343000	General Insurance (other than property)					\$ -	
16344000	Commencement (Graduation)					\$ -	
16600000	Administrative and Support Staff Services Control	\$ -		\$ -	\$ -		
16610000	In-Service Training					\$ -	
16620000	Sabbatical Leaves (Administrative and Support Staff only)					\$ -	
16630000	Training Institutes, etc.					\$ -	
16700000	Community Relations Control	\$ 499,757.93		\$ -	\$ 499,757.93		
16710000	Alumni Relations	\$ 218,200.03	NO		\$ 218,200.03	\$ 218,200.03	
16720000	Community and/or Public Relation Activities	\$ 281,557.90	NO		\$ 281,557.90	\$ 281,557.90	
16730000	Development (Fund Raising)					\$ -	
TOTAL		\$ 3,717,929.83		\$ 1,088,264.83	\$ 2,629,665.00	\$ 3,717,929.83	
	Total 6.0 INSTITUTIONAL SUPPORT reported from CA-2:	\$ 3,717,929.83		29.27%		70.73%	

Note: The amounts in cells G76 and G77 must be equal.

Total Expense (Excluding Transfers) from Cost Analysis (CA-2): \$ 12,034,762.84 9.04% Administrative Cost Percentage

COLLEGE									
The College of the Florida Keys 2021-2022 Technology Expenditure Analysis (TEA) Information Structure Categories	FUND 1 TEA				FUND 2 TEA				GRAND TOTAL
	PERSONNEL EXPENSES	CURRENT EXPENSES	CAPITAL EXPENSES	TOTAL FUND 1 TEA	PERSONNEL EXPENSES	CURRENT EXPENSES	CAPITAL EXPENSES	TOTAL FUND 2 TEA	
TOTAL DIRECT INSTRUCTION	\$0	\$10,875	\$0	\$10,875	\$0	\$36,879	\$11,576	\$48,455	\$59,330
TOTAL PUBLIC SERVICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL ACADEMIC SUPPORT	\$72,913	\$38,346	\$0	\$111,259	\$0	\$0	\$0	\$0	\$111,259
TOTAL STUDENT SERVICE	\$0	\$322	\$0	\$322	\$0	\$0	\$0	\$0	\$322
TOTAL INSTITUTIONAL SUPPORT	\$90,813	\$1,129,279	\$180,683	\$1,400,775	\$0	\$25,093	\$0	\$25,093	\$1,425,868
TOTAL PHY PLANT OPERATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL NON-DIRECT INSTRUCTION	\$163,726	\$1,167,947	\$180,683	\$1,512,356	\$0	\$25,093	\$0	\$25,093	\$1,537,449
GRAND TOTAL	\$163,726	\$1,178,822	\$180,683	\$1,523,231	\$0	\$61,972	\$11,576	\$73,548	\$1,596,779
FUND 7 - OPERATIONAL	\$0	\$0	\$0	\$0					
FUND 7 - NON- OPERATIONAL	\$0	\$19,619	\$68,395	\$88,014					
TOTAL FUND 7	\$0	\$19,619	\$68,395	\$88,014					

SUMMARY OF FUND 2 BY SOURCE	PERSONNEL EXPENSES	CURRENT EXPENSES	CAPITAL EXPENSES	GRAND TOTAL	
FUND 2 JFF, SUCCEED, AND TITLE III	\$0	\$0	\$0	\$0	
FUND 2 ALL OTHER	\$0	\$61,972	\$11,576	\$73,548	
TOTAL	\$0	\$61,972	\$11,576	\$73,548	\$0

SUMMARY OF TOTALS BY CATEGORY	PERSONNEL EXPENSES	CURRENT EXPENSES	CAPITAL EXPENSES	GRAND TOTAL	
FUND 1	\$163,726	\$1,178,822	\$180,683	\$1,523,231	
FUND 2	\$0	\$61,972	\$11,576	\$73,548	
FUND 7 - OPERATIONAL	\$0	\$0	\$0	\$0	
FUND 7 - NON- OPERATIONAL	\$0	\$19,619	\$68,395	\$88,014	
TOTAL	\$163,726	\$1,260,413	\$260,654	\$1,684,793	\$0

SUMMARY OF TOTALS BY FUNCTION	FUND 1	FUND 2	FUND 7	GRAND TOTAL	FUND 1
DIRECT INSTRUCTION	\$10,875	\$48,455		\$59,330	3.52%
PUBLIC SERVICE	\$0	\$0		\$0	0.00%
ACADEMIC SUPPORT	\$111,259	\$0		\$111,259	6.60%
STUDENT SERVICE	\$322	\$0		\$322	0.02%
INSTITUTIONAL SUPPORT	\$1,400,775	\$25,093	\$88,014	\$1,513,882	89.86%
PHYSICAL PLANT OPERATIONS	\$0	\$0		\$0	0.00%
TOTAL	\$1,523,231	\$73,548	\$88,014	\$1,684,793	100%

The College of the Florida Keys

Explanation of Salary Expenditures in Functions other than 4.1, 4.3, 4.4 and 6.31:
460405 Instructional Tech. & Distance Learning and 631000 Technology Support Services expenses include personnel providing distance learning and hybrid technology support services and other campus wide technology support.

The instructions provided general ledger codes for completion of this report. If additional general ledger codes were used, list those codes and explain the reason for inclusion.

Any other comments to assist committee reviewing data:

**THE FLORIDA COLLEGE SYSTEM
2021-22 REPORT OF ACTUAL SERVICES AND EXPENDITURES FOR STUDENTS WITH DISABILITIES
FOR THE PERIOD OF JULY 1, 2021 - JUNE 30, 2022**

COLLEGE NAME: COLLEGE OF THE FLORIDA KEYS

	FUNCTION	ACTUAL FUND 1 EXPENDITURES	ACTUAL FUND 2 EXPENDITURES	ACTUAL FUND 7 EXPENDITURES	ACTUAL ALL OTHER FUNDS (USE THE EXPLANATION TAB)	TOTAL
A.	DISABILITY SERVICES PERSONNEL					
1	Director/Coordinator	\$31,152.38	\$56,598.29	\$0.00	\$0.00	87,750.67
2	Counselor/Specialist	61,886.71	71,104.52	0.00	0.00	132,991.23
3	Support Personnel (at all sites)	14,207.14	55,077.05	0.00	0.00	69,284.19
4	Disability-Related Professional Development	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL (DISABILITY SERVICES PERSONNEL)	107,246.23	182,779.86	0.00	0.00	290,026.09
B.	LEARNING DISABILITY RESOURCE SPECIALIST / PSYCHOLOGISTS					
1	Testing and Diagnostic Services	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL (LEARNING DISABILITY RESOURCE SPECIALIST / PSYCHOLOGISTS)	0.00	0.00	0.00	0.00	0.00
C.	DIRECT STUDENT SERVICES (INTERPRETERS, NOTE TAKERS, READERS, ETC.)					
	SUBTOTAL (DIRECT STUDENT SERVICES)	0.00	89,270.46	0.00	63,000.00	152,270.46
D.	PRODUCTS AND DEVICES					
1	Adaptive Equipment and Devices	0.00	0.00	0.00	0.00	0.00
2	Alternative Textbooks	0.00	0.00	0.00	0.00	0.00
3	Computers	0.00	3,732.04	0.00	0.00	3,732.04
4	Adaptive Furniture	0.00	0.00	0.00	0.00	0.00
5	Technology Maintenance and Supplies	0.00	0.00	0.00	0.00	0.00
6	Software	0.00	0.00	0.00	0.00	0.00
7	Copier Rentals	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL (PRODUCTS AND DEVICES)	0.00	3,732.04	0.00	0.00	3,732.04
E.	Other					
1	Subscriptions	0.00	5,998.33	0.00	0.00	5,998.33
2	Memberships	325.00	0.00	0.00	0.00	325.00
3	Maintenance/Repair of Equipment	0.00	0.00	0.00	0.00	0.00
4	Supplies	85.00	28,335.27	0.00	0.00	28,420.27
5	Telephone	0.00	0.00	0.00	0.00	0.00
6	Travel	0.00	1,827.14	0.00	0.00	1,827.14
7	Equipment	0.00	0.00	0.00	0.00	0.00
8	Printing/Duplicating and Postage	129.06	275.99	0.00	0.00	405.05
	SUBTOTAL (OTHER)	539.06	36,436.73	0.00	0.00	36,975.79
	GRAND TOTAL	\$107,785.29	\$312,219.09	\$0.00	\$63,000.00	\$483,004.38

NOTE: THE TOTAL ACTUAL FUND 1 EXPENDITURES MUST AGREE WITH THE AMOUNT REPORTED ON THE ANNUAL COST ANALYSIS REPORT (CA-2) UNDER THE INFORMATION CLASSIFICATION STRUCTURE (ICS CODE) 5.8100 - "SVCS. STUDENTS W/ DISABILITIES".

COMPLETE THE CHECK BELOW:

Enter the amount reported on the 2021-22 Annual Cost Analysis Report (CA-2, ICS Code 5.8100 - Svcs Student w/ Disabilities):

\$107,785.29

Cell G48 should be "zero (0)". If this cell turns red, verify that the amounts reported in Cells C40 and G46 agree:

\$0.00

COLLEGE OF THE FLORIDA KEYS

**REPORT OF ACTUAL SERVICES AND EXPENDITURES FOR STUDENTS WITH
DISABILITIES
FOR THE PERIOD OF JULY 1, 2021 - JUNE 30, 2022**

Please provide an explanation of amounts reported in the "Actual All Other Funds" column

Fund 5, FCSUA Scholarship paid to student to cover cost of mentors, tutors, tuition, books, supplies, and cost of living.

The College of the Florida Keys
Summary of Student Fee Exemptions and Waivers
 For the 2021-2022 Fiscal Year

Item 7.

Title	Authority	Unduplicated Headcount	SSH/CHE	Amount	
EXEMPTIONS:					
54 FTE Exemption Authority (Maximum of 54 FTE or 1% of Total FTE)	§ 1009.25(2), F.S.				Unlocked Work Area
Tuition only, do not include fees	FTE check:	4	102	\$ 8,758.91	35 UL CHE & 67 LL CHE
Out-of-State Fees	3.40	0	0	\$ 3,135.32	
FCS institution student fees per F.S. 1009.23	(Max of: 54 FTE)	0	0	\$ 6,695.97	
TOTAL 54 FTE or 1% FTE EXEMPTION		4	102	\$ 18,590.20	
Dual Enrollment (Provide additional information in working space below)	§ 1009.25(1)(a), F.S.	211	2,089	\$ 228,160.58	Headcount=214, CHE=2082
Apprenticeship	§ 1009.25(1)(b), F.S.	41	1,992	\$ 217,675.46	Headcount=39, CHE=1993
Custody of Dept. of Children and Families	§ 1009.25(1)(c), F.S.	4	87	\$ 9,502.14	confirmed
Custody of a Relative	§ 1009.25(1)(d), F.S.	0	0	\$ -	
Adopted from Dept. of Children and Family Services after 05/05/1997	§ 1009.25(1)(d), F.S.	5	65	\$ 7,099.30	confirmed
Guardian Assistance Program	§ 1009.25(1)(d), F.S.	0	0	\$ -	
Welfare Transition Program	§ 1009.25(1)(e), F.S.	0	0	\$ -	
Homeless	§ 1009.25(1)(f), F.S.	7	110	\$ 12,014.20	confirmed
Child Protection and Child Welfare Personnel	§ 1009.25(1)(h), F.S.	0	0	\$ -	
Children or Spouses of Law Enforcement, Correctional, or Probation Officer	§ 112.19(3), F.S.	0	0	\$ -	
Children or Spouses of Firefighters	§ 112.191(3), F.S.	0	0	\$ -	
Children or Spouses of Emergency Medical Technicians and Paramedics	§ 112.1912(2)(a), F.S.	0	0	\$ -	
Children or Spouses of Active Duty Military	§ 295.061(8)(a), F.S.	0	0	\$ -	
Children or Spouses of Florida National Guard	§ 250.34(4), F.S.	0	0	\$ -	
Dependents of Teachers or School Administrators	§ 112.1915(3)(d), F.S.	0	0	\$ -	
Other Exemptions (Please itemize details in working space below)		0	0	\$ -	
TOTAL OTHER EXEMPTIONS (Excluding 54 FTE Exemption)		268	4,343	\$ 474,451.68	
WAIVERS:					
8 Percent Workforce Developmental Education	§ 1009.26(1), F.S./G.A.A. Proviso	0	0	\$ -	
College Employees or their Dependents	§ 1009.26(1), F.S.	0	0	\$ 26,155.66	15 Headcount / 103 LL CHE & 116 UL CHE
Purple Hearts	§ 1009.26(8), F.S.	0	0	\$ -	
Certain Classroom Teachers	§ 1009.26(10), F.S.	0	0	\$ -	
State Employee Waivers	§ 1009.26(5), F.S.	0	0	\$ -	Confirmed - None
Wrongfully Incarcerated Persons	§ 961.06(1)(b), F.S.	0	0	\$ -	
Spouses of Deceased State Employees	§§ 1009.26(7), 440.16(1)(c), F.S.	0	0	\$ -	
Linkage Institutes	§ 288.8175(5), F.S.	0	0	\$ -	
\$10,000 Degree Waiver	§ 1009.26(11), F.S.	0	0	\$ -	
Out of State Fees Non-Florida Resident FL High School Graduate	§ 1009.26(12), F.S.	8	122	\$ 53,525.06	
Out of State Fees Honorably Discharged Veteran	§ 1009.26(13), F.S.	47	734	\$ 322,656.15	731.38 LL @ 438.73 / 3 UL @592.60
Out of State Fees Active Duty Member of Armed Forces of the U.S.	§ 1009.26(14), F.S.	24	463	\$ 212,364.19	403 LL @ 438.73 / 60 UL @ 592.60
Active Duty Member of Armed Forces of the U.S. using military tuition assistance	§ 1009.26(15), F.S.	0	0	\$ -	
Out of State Fees Hurricane Impacted Enrollment	§ 1009.26(16), F.S.	0	0	\$ -	
Transcript Fee – Active Duty Member of Armed Forces of the U.S., Honorably Discharged Veteran, and their Children/Spouse	§ 1009.26(17), F.S.	1	0	\$ 10.00	2 transcripts for 1 person
Other Waivers (Please itemize details in working space below)	§ 1009.26(1), F.S.	0	0	\$ -	
TOTAL WAIVERS		80	1,319	\$ 614,711.06	
GRAND TOTAL ALL EXEMPTIONS AND WAIVERS:		352	5,765	\$ 1,107,752.94	

NOTES:

- 1) Report all information based on Summer '21, Fall '21, and Winter/Spring '22 Terms.
- 2) Report actual credit hours or convert to credit hour equivalents, do not report contact hours.
- 3) Be sure to report unduplicated headcount and not FTE.
- 4) Report all categories highlighted in orange as residents for tuition calculation purposes per the [Florida Statutes and State Board of Education rules](#).
- 5) Dual Enrollment must be reported as resident for tuition calculation purposes in order to ensure system wide reporting consistency.
- 6) Fill in only the light yellow or orange cells. All other needed data has been supplied by CCTCMS from college database submissions.
- 7) Compare the dollars per credit hour reported here with your published rates for data validation.

Explanation of "Dual Enrollment Reimbursement Amount from":

District Payments (Public)	\$	79,681.86	
Charter Payments (Public)	\$	-	
Private School Payments	\$	-	
State of Florida's Dual Enrollment Scholarship Program		20,200.50	



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 14, 2022
TO: District Board of Trustees
FROM: Heather Margiotta, Controller
DEPARTMENT: Business Office
SUBJECT: Financial Report October 2022 – Request for Approval

All financial comparisons will be based on a prior three (3) year average.

Revenues

- Total revenue of \$4,904,378 is \$446,498 (10%) higher than the 3-year average.
- Student fee revenues of \$1,978,586 have increased by \$187,954 (10.5%) over the 3-year average. These increases are primarily due to tuition and fees of \$104,252, continuing education courses of \$12,172, and non-resident fees of \$76,581. These increases are offset by decreases in other service fees of \$5,054.
- State appropriations of \$2,600,612 have increased by 5.9%. The College has experienced an increase in the Community College Program Fund of \$118,276 and Lottery Funds of \$53,389. Increases in these funds have been offset by a reduction in the Performance Based Incentive Fund of \$33,919. An additional \$9,713 was received for Performance Based Incentive-Categorical Career and Technical Education (CTE) based on fiscal year 2021-22 awards issued.
- Other Revenues of \$325,181 are \$113,121 (53%) greater than the average primarily due to the following.

Increases	Amount
Indirect Cost - State (1)	\$ 47,749
Indirect Cost - Federal (2)	44,552
Dual Enrollment (3)	32,178
Aquatic Center Sales	15,657
	<hr/>
	\$ 140,136
	<hr/>
Decreases	Amount
Bank Interest	\$ 10,005
FKEF Support	9,605
Facility Rentals	8,825
	<hr/>
	\$ 28,435
	<hr/>
Net Significant Changes	\$ 111,701

- 1) Recovered from CareerSource South Florida agreement and Florida Postsecondary Comprehensive Transition Program (Project ACCESS).
- 2) Recovered from CARES funds and National Science Foundation.
- 3) Additional funds for the fiscal year 2021-22 dual enrollment scholarship program and an increase of 447 billable credits to the Monroe County School District.

Expenses

- Personnel expenses of \$2,411,791 are \$83,336 (3.6%) greater than the 3-year average. Changes in personnel costs are primarily due to rate increases for benefits of \$53,188. Other changes include the 6% raise for eligible employees and position vacancy adjustments.
- Current expenses of \$1,696,665 are \$407,144 (31.6%) higher than the 3-year average. The following is a summary of the primary shifts to current expenses.

Increases	Amount
Other Services (1)	\$ 159,624
Utilities	141,324
Property Insurance	116,236
Repairs and Maintenance	24,224
	<u>\$ 441,408</u>
Decreases	Amount
Professional Fees (2)	\$ 29,162
	<u>\$ 29,162</u>
Net Significant Changes	\$ 412,246

- 1) Includes Essentials Net contract for technology management services implemented in fiscal year 2021-22 (\$112,417) and other technology services in the Learning Resource Center (\$9,894), instructional division (\$9,091), security services at the Upper Keys Center (\$12,314), and custodial services at the Upper Keys Center (\$15,991).
- 2) Savings primarily from reduced legal fees as compared to prior years.

Capital

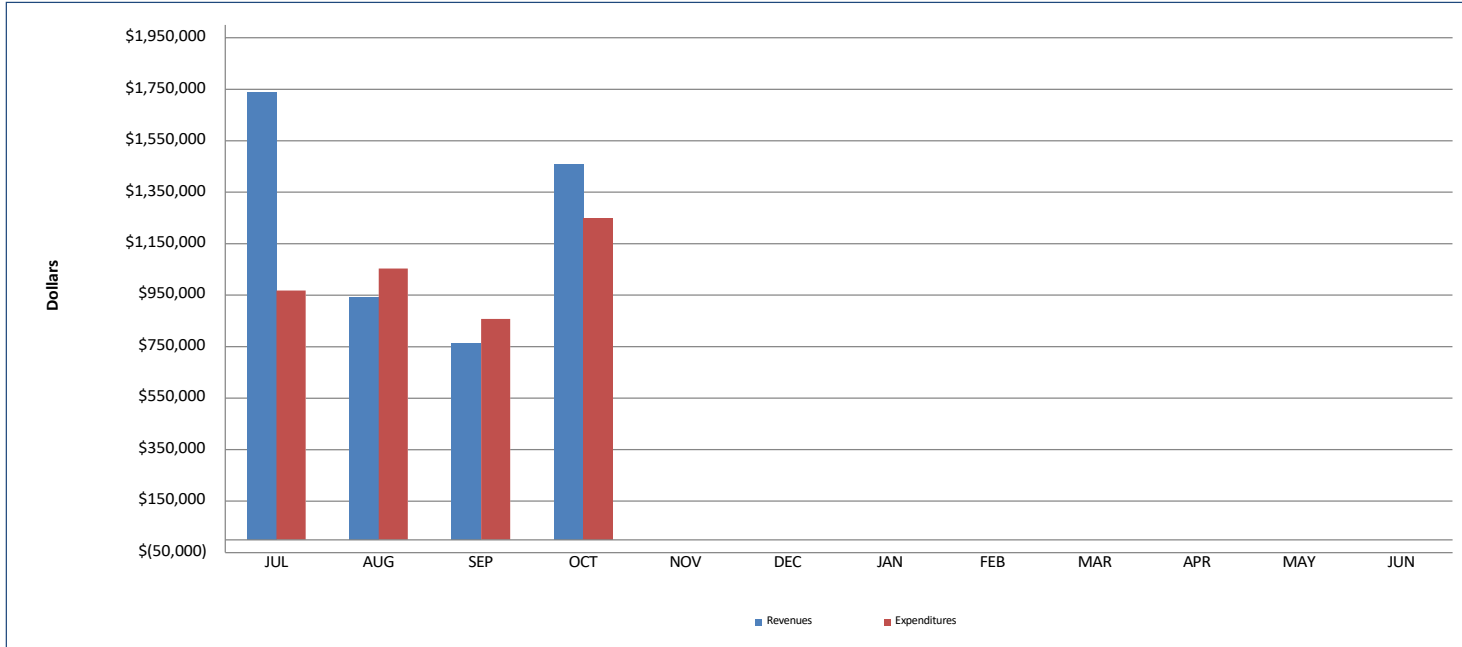
- Capital expenses of \$18,353 are \$74,411 (80.2%) less than 3-year average. Current year purchases include computer replacements (\$8,033) and server storage equipment (\$10,320).

The College of the Florida Keys
 Operating Revenues and Expenditures
 For the Month Ended October 31, 2022

Item 8.

Account Code	Account Title	FY 2022-23 Budget	Actual Amount	Difference	Percentage Collected/Spent to Date	October 3 Year Average
401XX	Matriculation/Tuition Fees	\$ 1,645,706	\$ 994,351	(651,355)	60.4%	\$ 937,842
402XX	Continuing Education/Self-Supporting	200,500	40,583	(159,917)	20.2%	28,411
403XX	Non-Resident Fees	731,491	445,502	(285,989)	60.9%	368,921
404XX	Laboratory Fees	746,737	412,484	(334,253)	55.2%	371,358
40500	Application Fees	33,000	11,790	(21,210)	35.7%	13,981
40600	Graduation Fees	5,000	1,325	(3,675)	26.5%	1,817
40700	Transcript Fees	200	10	(190)	5.0%	827
408XX	Technology Fees	130,878	71,624	(59,254)	54.7%	65,008
409XX	Other Student Fees	20,000	917	(19,084)	4.6%	2,468
41621	Dual Enrollment	110,000	78,221	(31,779)	71.1%	46,043
42110	Community College Program Fund	7,222,491	2,407,491	(4,815,000)	33.3%	2,289,215
42130	Special Appropriation - Other	381,155	-	(381,155)	0.0%	1,233
42150	Performance Based Incentive-FCSPP	62,605	20,868	(41,737)	33.3%	54,787
42210	License Tag Fee Appropriations	500	-	(500)	0.0%	-
42510	Performance Based Incentive-Categorical	50,000	9,713	(40,287)	19.4%	802
42610	Lottery Funds -CCPF	1,462,858	162,540	(1,300,318)	11.1%	109,151
42900	Indirect Cost Recovered-State	239,974	50,426	(189,549)	21.0%	2,677
43900	Indirect Cost Recovered-Federal	149,649	94,383	(55,266)	63.1%	49,831
44400	Gifts, Grants & Contract-Private	108,000	36,469	(71,531)	33.8%	46,075
44900	Indirect Cost Recovered-Private	2,500	652	(1,848)	26.1%	-
46200	Purchasing Rebates/Commissions	800	995	195	124.4%	156
46400	Use of College Facilities	6,000	3,000	(3,000)	50.0%	11,825
48100	Interest and Dividends	18,200	5,336	(12,864)	29.3%	15,341
487XX	Fines and Penalties	200	60	(140)	30.0%	131
49XXX	Transfers and Other Revenue	146,415	55,638	(90,777)	38.0%	39,981
Total Revenues		\$ 13,474,859	\$ 4,904,378	(8,570,481)	36.4%	\$ 4,457,881
51XXX	Management	\$ 1,077,085	\$ 335,585	(741,500)	31.2%	\$ 313,073
52XXX	Instruction	2,378,991	526,890	(1,852,101)	22.1%	604,399
53XXX	Other Professional	2,721,902	684,553	(2,037,349)	25.1%	588,099
54XXX	Career Staff	331,419	63,166	(268,253)	19.1%	96,398
56XXX	Other Personnel Services Instructional	897,244	198,513	(698,731)	22.1%	176,591
59XXX	Benefits	2,516,102	603,083	(1,913,019)	24.0%	549,896
Total Personnel		\$ 9,922,743	\$ 2,411,791	(7,510,952)	24.3%	\$ 2,328,455
605XX	Travel	\$ 184,401.00	\$ 12,370	(172,031)	6.7%	\$ 18,809
61000	Freight and Postage	30,441	6,328	(24,113)	20.8%	6,832
615XX	Telecommunications	121,368	32,396	(88,972)	26.7%	24,657
62000	Printing	28,080	519	(27,561)	1.8%	9,958
625XX	Repairs and Maintenance	436,546	227,161	(209,385)	52.0%	202,937
630XX	Rentals	92,820	7,177	(85,643)	7.7%	8,369
63500	Insurance	345,095	343,446	(1,649)	99.5%	227,210
640XX	Utilities	824,913	338,224	(486,689)	41.0%	196,901
645XX	Other Services	1,845,101	560,083	(1,285,018)	30.4%	400,459
650XX	Professional Fees	198,005	41,670	(156,335)	21.0%	70,832
655XX	Educational/Office Materials	245,297	56,817	(188,480)	23.2%	40,199
657XX	Data Software Non-Capitalized	146,439	41,252	(105,187)	28.2%	50,301
66000	Maintenance/Construction Material	64,137	18,081	(46,056)	28.2%	7,814
665XX	Other Materials and Supplies	12,984	2,154	(10,830)	16.6%	2,763
670XX	Subscriptions/Library Books	54,974	4,041	(50,934)	7.3%	5,555
69XXX	Transfers and Other Expenses	199,637	4,946	(194,691)	2.5%	15,926
Total Current Expenses		\$ 4,830,238	\$ 1,696,665	(3,133,573)	35.1%	\$ 1,289,521
705XX	Minor Equipment (< \$1,000)	\$ 157,902	8,033	(149,869)	5.1%	\$ 12,666
706XX	Minor Equipment (< \$5,000 & >= \$1,000)	-	2,379	2,379	100.0%	30,728
710XX	Furniture and Equipment (>= \$5,000)	-	7,941	7,941	100.0%	49,370
Total Capital Outlay		\$ 157,902	\$ 18,353	(139,549)	11.6%	\$ 92,764
Total Expenses		\$ 14,910,883	\$ 4,126,809	(10,784,074)	27.7%	\$ 3,710,740
Grand Total Revenues Less Expenses		\$ (1,436,024)	\$ 777,570	2,213,594	-54.1%	\$ 747,141

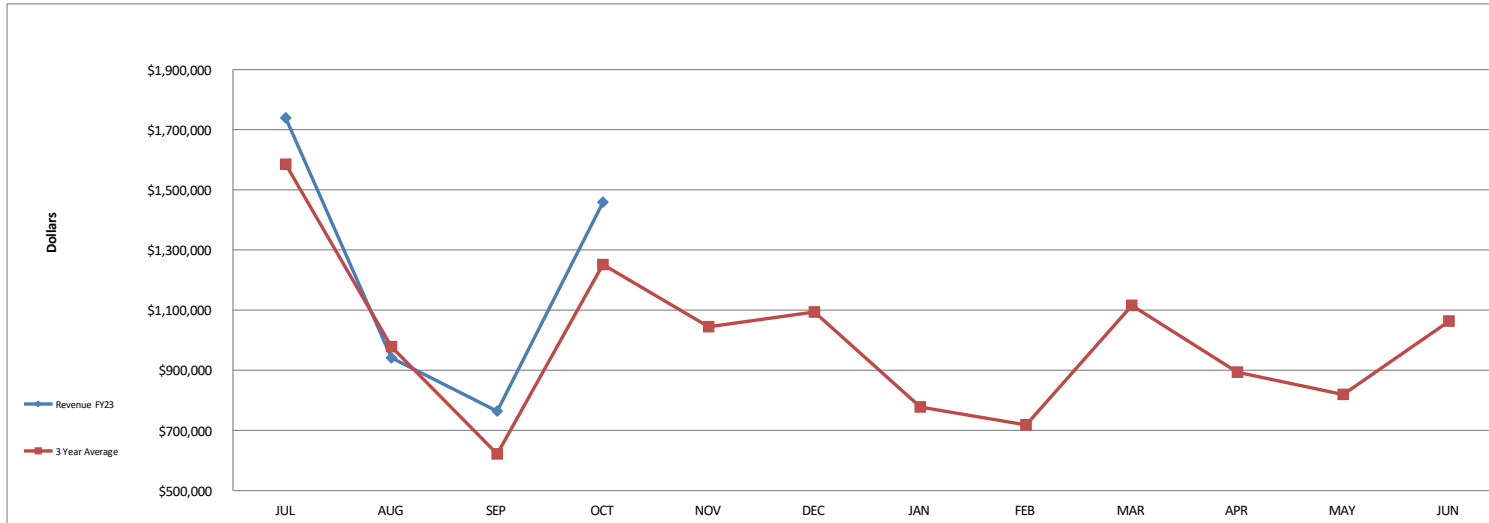
**CFK FY 2022-23 Operating
Total Revenues & Expenditures**



Fiscal Year 2022-23

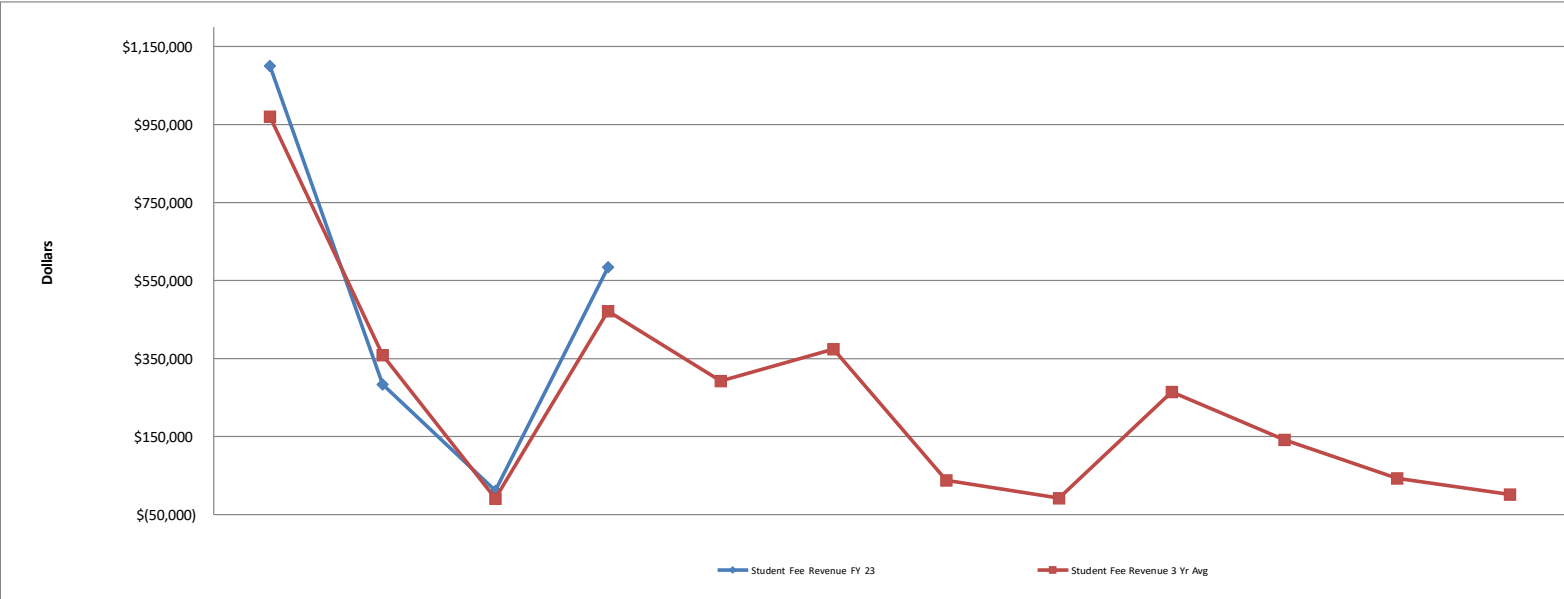
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Revenues	\$ 1,739,256	\$ 941,628	\$ 764,313	\$ 1,459,180									\$4,904,378
Expenditures	\$ 967,612	\$ 1,053,175	\$ 857,857	\$ 1,248,164									\$4,126,809

**CFK FY 2022-23 Operating
Total Revenue FY23 vs Prior 3 Year Average (FY20-FY22)**



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Revenue FY23	\$ 1,739,256	\$ 941,628	\$ 764,313	\$ 1,459,180	\$ 1,045,040	\$ 1,093,808	\$ 778,486	\$ 718,426	\$ 1,116,129	\$ 894,055	\$ 819,727	\$ 1,063,504	\$ 4,904,378
3 Year Average	\$ 1,585,397	\$ 978,357	\$ 621,905	\$ 1,251,856	\$ 1,045,040	\$ 1,093,808	\$ 778,486	\$ 718,426	\$ 1,116,129	\$ 894,055	\$ 819,727	\$ 1,063,504	\$ 11,966,689

CFK FY 2022-23 Fund 1
 Student Fee Revenue FY23 vs Prior 3 Year Average (FY20 - FY22)



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Student Fee Revenue FY 23	\$ 1,099,671	\$ 283,409	\$ 11,240	\$ 584,266									\$ 1,978,586
Student Fee Revenue 3 Yr Avg	\$ 969,776	\$ 358,650	\$ (9,044)	\$ 471,250	\$ 292,410	\$ 373,991	\$ 37,550	\$ (7,948)	\$ 264,218	\$ 141,372	\$ 42,656	\$ 1,190	\$ 2,936,072

DATE: November 11, 2022
TO: Dr. Brittany Snyder – Executive VP and CFO
FROM: Beren Lindenberg – Director, TADA
DEPARTMENT: Finance and Administration
SUBJECT: Personnel Actions - Request for Approval

NEW FULL-TIME EMPLOYEES:

Name	Effective Date	Position	Rate
Dorothy Schmida	November 21, 2022	Assistant Director, Academic Affairs	\$51,519.00 annually
Joanne Soderquist	November 1, 2022	Grants Accountant	\$42,970.00 annually

NEW PART-TIME EMPLOYEES:

Name	Effective Date	Position	Rate
Marian Biddle	November 7, 2022	Deckhand	\$17.50 hourly
Walter Kramer	October 12, 2022	Apprenticeship Instructor, Electrical	\$35.00 hourly
Matthew Novak	October 27, 2022	Apprenticeship Instructor, Electrical	\$35.00 hourly
Michael Onsgard	October 17, 2022	IPS Instructor	\$25.00 hourly
Michael Onsgard	October 17, 2022	IPS Instructor, High Liability	\$28.00 hourly
Wayne Shannon	October 18, 2022	Apprenticeship Instructor, Electrical	\$35.00 hourly

ADDITIONAL EMPLOYMENT: Current or returning employees filling temporary, part-time positions.

Name	Effective Date	Position	Rate
Maria Bell	October 20, 2022	Instructor, English as a Second Language	\$35.00 hourly
Lianet Bravo	October 25, 2022	Federal Work-Study / Nursing & Sciences	\$15.00 hourly
Luke M. DeFalco	October 16, 2022	Federal Work-Study / Maintenance	\$15.50 hourly
Brenda Kabrit	November 2, 2022	Federal Work-Study / Learning Resource Center	\$15.00 hourly
Ronald Leonard	October 14, 2022	Apprenticeship Instructor	\$35.00 hourly
Daniel Widell	November 1, 2022	Laboratory Science Technician	\$18.59 hourly

PROMOTIONS / RECLASSIFICATIONS / TRANSFER / ADJUSTMENTS:

Name	Title	Effective Date	Reason
April Allen	Faculty, English	October 16, 2022	Pay recalculation increase due to additional degree earned.
Jayne Caldwell	Adjunct Faculty, Nursing	October 16, 2022	Employee resigned at beginning of fall term, adjusted contract for time worked.

SEPARATIONS:

Name	Title	Effective Date	Reason
Matthew Novak	Apprenticeship Instructor, Electrical	November 9, 2022	Resignation

PROPOSED BOARD ACTION:

The College of the Florida Keys respectfully requests that The College of the Florida Keys District Board of Trustees approve these recommended personnel actions.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/16/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: American Red Cross Training Services Agreement – Request for Approval

**FIRST AMENDMENT TO LICENSED TRAINING PROVIDER AGREEMENT
BETWEEN THE AMERICAN NATIONAL RED CROSS AND****The College of the Florida Keys**

THIS FIRST AMENDMENT to the Licensed Training Provider Agreement (the "First Amendment"), which is effective as of the last date of signature set forth below, is entered into by and between the American National Red Cross ("Red Cross") and the undersigned ("LTP").

WHEREAS, Red Cross and LTP entered into a Licensed Training Provider Agreement dated as of the same date as this First Amendment (the "Agreement"); and

WHEREAS, Red Cross and LTP desire to amend the Agreement to reflect a new understanding between the parties as set forth below;

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

- Subsection 5.9 of the Agreement is hereby amended by inserting the following sentence at the end of said section:

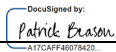
Notwithstanding anything in the foregoing to the contrary, LTP acknowledges that Red Cross will implement a price increase on or about January 3, 2023. LTP hereby waives the above requirement for advance notice with respect to such increase.

- Miscellaneous.

(a) This First Amendment constitutes the entire agreement between the Parties with respect to the subject matter of this First Amendment, and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to such subject matter. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(b) Except as amended by this First Amendment, the Agreement is hereby ratified and confirmed, and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment, effective as of the date first indicated above.

LTP Name: The College of the Florida Keys	The American National Red Cross
LTP Signature:	Red Cross Signature: 
Name:	Name: Patrick Beason
Title:	Title: First Responder & Aquatics Training Specialist
Date:	Date: 11/9/2022



Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Aquatics Other

AP/LTP-Learn to Swim

AP/LTP-Learn to Swim-Safety

AP/LTP-Lifeguarding

AP/LTP-FA/CPR/AED

AP/LTP-FA/CPR/AED Add-Ons

CPS-Aquatics Other-Fee Exempt

CPS-FA/CPR/AED Add-Ons-Retail

CPS-FA/CPR/AED-Retail

CPS-Learn to Swim-Fee Exempt

CPS-Lifeguarding-Fee Exempt

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Invoice





Price List

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Price List	SKU	Product	UOM	Price
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU809-BL	Basic Swim Instructor Course-BL	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU808-BL (Instructor Led)	Water Safety Instructor-BL (Instructor Led)	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU808-BL (Blended Learning)	Water Safety Instructor-BL (Blended Learning)	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU805-BL	Water Safety Instructor Crossover/Re-Entry-B L	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU703	Water Safety Instructor Aide	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU224	Private Swim Lesson	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU223	Adult Swim--Fitness Swimming	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU222	Adult Swim--Learning and Refining Swim Strokes	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU221	Adult Swim--Learning the Basics	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU217	Learn-to-Swim Levels 4 - 6	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU216	Learn-to-Swim Levels 1 - 3	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU215	Preschool Aquatics	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU214	Parent and Child Aquatics	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU213	Learn-to-Swim Level 6 - Skill Proficiency - Fitness Swimmer	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU212	Learn-to-Swim Level 6 - Skill Proficiency - Fundamentals of Diving	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU211	Learn-to-Swim Level 6 - Skill Proficiency - Personal Water Safety	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU210	Learn-to-Swim Level 5 - Stroke Refinement	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU209	Learn-to-Swim Level 4 - Stroke Improvement	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU208	Learn-to-Swim Level 3 - Stroke Development	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU207	Learn-to-Swim Level 2 - Fundamental Aquatic Skills	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU206	Learn-to-Swim Level 1 - Introduction to Water Skills	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU205	Preschool Aquatics Level 3	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU204	Preschool Aquatics Level 2	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU203	Preschool Aquatics Level 1	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU202	Parent and Child Aquatics Level 2	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU201	Parent and Child Aquatics Level 1	Each	0.00



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CPS-Learn to Swim-Fee Exempt	AP-HSSAQU105	General Water Safety	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU104	Water Safety Today	Each	0.00
CPS-Learn to Swim-Fee Exempt	AP-HSSAQU102	WHALE Tales - Longfellows	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU802-BL	Basic Water Rescue Instructor-BL	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU753	Pool Activity Leader	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU702	Aquatics Leader Orientation	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU305R	Safety Training for Swim Coaches In-Water Skills Session Review	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU305	Safety Training for Swim Coaches In-Water Skills Session	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU302R	Basic Water Rescue Review	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU302C	Basic Water Rescue Challenge	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU302-BL	Basic Water Rescue-BL	Each	0.00
CPS-Aquatics Other-Fee Exempt	AP-HSSAQU302	Basic Water Rescue	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856IT-B L	Lifeguarding Instructor Trainer Review Course-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856IT	Lifeguarding Instructor Trainer Review Course	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856-BL	Lifeguarding Instructor Review Course-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU856	Lifeguarding Instructor Review Course	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU804-BL	Lifeguarding Instructor Crossover/Re-Entry-B L	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU803-BL	Lifeguarding Instructor-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475R	Lifeguarding, Wtrfrnt, First Aid-Public Safety Persnl, Emerg Oxygen & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475-BL	Lifeguarding, Wtrfrnt, First Aid-Public Safety Personnel, Emerg Oxygen & BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU475	Lifeguarding, Wtrfrnt, First Aid-Public Safety Personnel-Emerg Oxygen & BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474R	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474-BL	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU474	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473R	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473-BL	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU473	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472R	Lifeguarding with First Aid for Public Safety Personnel and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472-BL	Lifeguarding with First Aid for Public Safety Personnel and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU472	Lifeguarding with First Aid for Public Safety Personnel and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471-BL	Lifeguarding with First Aid for Public Safety Personnel and AEO-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU471	Lifeguarding with First Aid for Public Safety Personnel and AEO	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470R	Lifeguarding with First Aid for Public Safety Personnel Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470-BL	Lifeguarding with First Aid for Public Safety Personnel-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU470	Lifeguarding with First Aid for Public Safety Personnel	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU468	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU467	Lifeguarding Basic Level Crossover	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU466-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU466	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465R	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Review	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU465	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU464-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU464	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU463	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU462-BL	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU462	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU461	Shallow Water Lifeguarding Bridge to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU460	Shallow Water Lifeguarding Basic Level Crossover	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU454	Lifeguard Management In-Person Supplement	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453R	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453-BL	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen -BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU453	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452R	Lifeguarding, Waterfront Skills, and Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452-BL	Lifeguarding, Waterfront Skills, and Waterpark Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU452	Lifeguarding, Waterfront Skills, and Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU451	Lifeguarding Basic-Level test for Lifeguarding Instructors	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU450	Lifeguard Management In-Person Testing Session for New York State	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449R	Lifeguarding, Waterfront, Waterpark, with Bundle 1 Review	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449-BL	Lifeguarding, Waterfront, Waterpark, with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU449	Lifeguarding, Waterfront, Waterpark, with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448R	Lifeguarding, Waterfront, Waterpark, AEO and BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448-BL	Lifeguarding, Waterfront, Waterpark, AEO and BBP-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU448	Lifeguarding, Waterfront, Waterpark, AEO and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447R	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447-BL	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU447	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446R	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446-BL	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU446	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445R	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445-BL	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU445	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444R	Shallow Water Lifeguarding, Waterpark with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444-BL	Shallow Water Lifeguarding, Waterpark with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU444	Shallow Water Lifeguarding, Waterpark with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443R	Shallow Water Lifeguarding, Waterpark with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443-BL	Shallow Water Lifeguarding, Waterpark with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU443	Shallow Water Lifeguarding, Waterpark with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442R	Shallow Water Lifeguarding & Waterpark with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442-BL	Shallow Water Lifeguarding & Waterpark with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU442	Shallow Water Lifeguarding & Waterpark with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441R	Shallow Water Lifeguarding, Waterpark with Bundle 1 Review	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441-BL	Shallow Water Lifeguarding, Waterpark with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU441	Shallow Water Lifeguarding, Waterpark with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440R	Shallow Water Lifeguarding for CA with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440-BL	Shallow Water Lifeguarding for CA with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU440	Shallow Water Lifeguarding for CA with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439R	Shallow Water Lifeguarding with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439-BL	Shallow Water Lifeguarding with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU439	Shallow Water Lifeguarding with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438R	Shallow Water Lifeguarding with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438-BL	Shallow Water Lifeguarding with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU438	Shallow Water Lifeguarding with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437R	Shallow Water Lifeguarding with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437-BL	Shallow Water Lifeguarding with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU437	Shallow Water Lifeguarding with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436R	Shallow Water Lifeguarding with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436-BL	Shallow Water Lifeguarding with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU436	Shallow Water Lifeguarding with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435R	Lifeguarding for CA, Waterfront with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435-BL	Lifeguarding for CA, Waterfront with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU435	Lifeguarding for CA, Waterfront with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434R	Lifeguarding, Waterfront with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434-BL	Lifeguarding, Waterfront with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU434	Lifeguarding, Waterfront with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433R	Lifeguarding, Waterfront with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433-BL	Lifeguarding, Waterfront with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU433	Lifeguarding, Waterfront with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432R	Lifeguarding, Waterfront with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432-BL	Lifeguarding, Waterfront with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU432	Lifeguarding, Waterfront with Bundle 2	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431R	Lifeguarding, Waterfront with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431-BL	Lifeguarding, Waterfront with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU431	Lifeguarding, Waterfront with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430R	Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430-BL	Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU430	Lifeguarding for CA, Waterpark with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429R	Lifeguarding, Waterpark with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429-BL	Lifeguarding, Waterpark with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU429	Lifeguarding, Waterpark with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428R	Lifeguarding, Waterpark with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428-BL	Lifeguarding, Waterpark with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU428	Lifeguarding, Waterpark with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427R	Lifeguarding, Waterpark with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427-BL	Lifeguarding, Waterpark with Bundle 2-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU427	Lifeguarding, Waterpark with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426R	Lifeguarding, Waterpark with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426-BL	Lifeguarding, Waterpark with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU426	Lifeguarding, Waterpark with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425R	Lifeguarding for CA with Bundle 5 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425-BL	Lifeguarding for CA with Bundle 5-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU425	Lifeguarding for CA with Bundle 5	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424R	Lifeguarding with Bundle 4 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424-BL	Lifeguarding with Bundle 4-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU424	Lifeguarding with Bundle 4	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423R	Lifeguarding with Bundle 3 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423-BL	Lifeguarding with Bundle 3-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU423	Lifeguarding with Bundle 3	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422R	Lifeguarding with Bundle 2 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422-BL	Lifeguarding with Bundle 2-BL	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU422	Lifeguarding with Bundle 2	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421R	Lifeguarding with Bundle 1 Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421-BL	Lifeguarding with Bundle 1-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU421	Lifeguarding with Bundle 1	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420R	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420-BL	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU420	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419R	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419-BL	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU419	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418R	Shallow Water Lifeguarding & Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418-BL	Shallow Water Lifeguarding & Waterpark Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU418	Shallow Water Lifeguarding & Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417R	Shallow Water Lifeguarding & Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417-BL	Shallow Water Lifeguarding & Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU417	Shallow Water Lifeguarding & Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416R	Shallow Water Lifeguarding & Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416-BL	Shallow Water Lifeguarding & Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU416	Shallow Water Lifeguarding & Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415R	Lifeguarding, Waterfront and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415-BL	Lifeguarding, Waterfront and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU415	Lifeguarding, Waterfront and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414R	Lifeguarding, Waterpark and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414-BL	Lifeguarding, Waterpark and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU414	Lifeguarding, Waterpark and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412R	Lifeguarding, Waterfront and Bloodborne Pathogens Review	Each	0.00



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412-BL	Lifeguarding, Waterfront and Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU412	Lifeguarding, Waterfront and Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411R	Lifeguarding, Waterpark and Bloodborne Pathogens Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411-BL	Lifeguarding, Waterpark and Bloodborne Pathogens-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU411	Lifeguarding, Waterpark and Bloodborne Pathogens	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410R	Lifeguarding and Waterfront Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410-BL	Lifeguarding and Waterfront Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU410	Lifeguarding and Waterfront Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409R	Lifeguarding and Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409-BL	Lifeguarding and Waterpark Skills-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU409	Lifeguarding and Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408R	Lifeguarding and Emergency Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408-BL	Lifeguarding and Emergency Oxygen-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU408	Lifeguarding and Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407R	Lifeguarding and Bloodborne Pathogens Training Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407-BL	Lifeguarding and Bloodborne Pathogens Training-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU407	Lifeguarding and Bloodborne Pathogens Training	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU406	Shallow Water Lifeguarding to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU404R	Waterpark Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU404	Waterpark Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU403R	Waterfront Skills Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU403	Waterfront Skills	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402R	Lifeguarding Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402-BL	Lifeguarding-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU402	Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401R	Shallow Water Lifeguarding Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401-BL	Shallow Water Lifeguarding-BL	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU401	Shallow Water Lifeguarding	Each	0.00
Aquatic Attraction Lifeguarding and Administering Emergency				



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CPS-Lifeguarding-Fee Exempt	AP-HSSAQU364R	Oxygen Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU364	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU363R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) & BBP Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU363	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) and BBP	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU362	Aquatic Attraction LG(Water Less than or equal to 3ft)Bridge to Shallow Water LG	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU361	Aquatic Attraction LG (Water Less than or equal to 3ft) Bridge to Lifeguarding	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU351R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) Review	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU351	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft)	Each	0.00
CPS-Lifeguarding-Fee Exempt	AP-HSSAQU101	Junior Lifeguarding	Each	0.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA941-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA940-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA939-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA938-r.2 1	Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA936-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA930-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA926-r.2 1	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA920-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA905-r.2 1	Life Threatening Bleeding and Tourniquet Application	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA904-r.2 1	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA903-r.2 1	Asthma and Quick-Relief Medication Administration	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA902-r.2 1	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA900-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA801-BL-r.21	First Aid/CPR/AED Instructor-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	25.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA717-r.2 1	Pediatric First Aid/CPR/AED Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA716-r.2 1	Adult and Pediatric First Aid/CPR/AED Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA714-r.2 1	Adult First Aid/CPR/AED Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA713-r.2 1	Adult and Pediatric CPR/AED Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA711-r.2 1	Adult CPR/AED Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA710-r.2 1	First Aid Skills Session	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA516BBP-BL-r.21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA516-BL-r.21	Adult and Pediatric First Aid/CPR/AED-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA515BBP-BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA515-BL-r.21	Pediatric First Aid/CPR/AED-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA514BBP-BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA514-BL-r.21	Adult First Aid/CPR/AED-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA513BBP-BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA513-BL-r.21	Adult and Pediatric CPR/AED-BL	Each	50.00
	AP-HSSSFA512BBP-			



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CPS-FA/CPR/AED-Retai I	BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA512-BL-r.21	Pediatric CPR/AED-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA511BBP-BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA511-BL-r.21	Adult CPR/AED-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA510BBP-BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA510-BL-r.21	First Aid-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA503R-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA503C-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA503-r.2 1	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA503-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA468-r.2 1	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA466-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA460R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA460C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA460-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA459R-r. 21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA459C-r. 21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	50.00
		Adult and Pediatric First Aid/CPR and Bloodborne Pathogens		



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA459-r.2 1	Training	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA458-r.2 1	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA457R-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA457C-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA457-r.2 1	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA456R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA456C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA456-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA450R-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA450C-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA450-r.2 1	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA448R-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA448C-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA448-r.2 1	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA447R-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA447C-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA447-r.2 1	Adult First Aid/CPR and Administering Emergency Oxygen	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA446R-r. 21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA446C-r. 21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA446-r.2 1	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	50.00
		Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine		



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA438R-r. 21	Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA438C-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA438-r.2 1	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA437R-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA437C-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA437-r.2 1	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA436R-r. 21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA436C-r. 21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA428R-r. 21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA428C-r. 21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA428-r.2 1	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA427R-r. 21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA427C-r. 21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA427-r.2 1	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA426R-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA426C-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA426-r.2 1	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA421R-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA421C-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA421-r.2 1	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA421-BL-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA420R-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA420C-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA420-r.2 1	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA419R-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA419C-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA419-r.2 1	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA418R-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA418C-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA418-r.2 1	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA417R-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA417C-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA417-r.2 1	Adult First Aid/CPR and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA416R-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA416C-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA416-r.2 1	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA415R-r. 21	Adult and Pediatric First Aid/CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA415C-r. 21	Adult and Pediatric First Aid/CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA415-r.2 1	Adult and Pediatric First Aid/CPR/AED	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA414R-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA414C-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA414-r.2 1	Adult CPR/AED, Pediatric CPR and First Aid	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA413R-r. 21	Adult and Pediatric First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA413C-r. 21	Adult and Pediatric First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA413-r.2 1	Adult and Pediatric First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA412R-r. 21	Adult and Child First Aid/CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA412C-r. 21	Adult and Child First Aid/CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA412-r.2 1	Adult and Child First Aid/CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA411R-r. 21	Pediatric First Aid/CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA411C-r. 21	Pediatric First Aid/CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA411-r.2 1	Pediatric First Aid/CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA410R-r. 21	Adult CPR/AED, Infant CPR and First Aid Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA410C-r. 21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA410-r.2 1	Adult CPR/AED, Infant CPR and First Aid	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA409R-r. 21	Adult CPR/AED, Child CPR and First Aid Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA409C-r. 21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA409-r.2 1	Adult CPR/AED, Child CPR and First Aid	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA408R-r. 21	Pediatric First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA408C-r. 21	Pediatric First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA408-r.2 1	Pediatric First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA407R-r. 21	Adult and Infant First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA407C-r. 21	Adult and Infant First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA407-r.2 1	Adult and Infant First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA406R-r. 21	Adult and Child CPR/First Aid Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA406C-r. 21	Adult and Child CPR/First Aid Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA406-r.2 1	Adult and Child CPR/First Aid	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA405R-r. 21	Child First Aid/CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA405C-r. 21	Child First Aid/CPR/AED Challenge	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA405-r.2 1	Child First Aid/CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA404R-r. 21	Adult First Aid/CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA404C-r. 21	Adult First Aid/CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA404-r.2 1	Adult First Aid/CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA403R-r. 21	Infant First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA403C-r. 21	Infant First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA403-r.2 1	Infant First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA402R-r. 21	Child First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA402C-r. 21	Child First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA402-r.2 1	Child First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA401R-r. 21	Adult First Aid/CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA401C-r. 21	Adult First Aid/CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA401-r.2 1	Adult First Aid/CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA304-r.2 1	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA303R-r. 21	Adult and Pediatric CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA303C-r. 21	Adult and Pediatric CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA303-r.2 1	Adult and Pediatric CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA302R-r. 21	Adult CPR/AED and Pediatric CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA302C-r. 21	Adult CPR/AED with Pediatric CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA302-r.2 1	Adult CPR/AED with Pediatric CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA301R-r. 21	Adult and Pediatric CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA301C-r. 21	Adult and Pediatric CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA301-r.2 1	Adult and Pediatric CPR	Each	50.00
		Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi		



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA221-r.2 1	Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA22-r.21	Adult First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA213-r.2 1	Pediatric CPR with Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA21-r.21	Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA208R-r. 21	Adult and Child CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA208C-r. 21	Adult and Child CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA208-r.2 1	Adult and Child CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA207R-r. 21	Pediatric CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA207C-r. 21	Pediatric CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA207-r.2 1	Pediatric CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA206R-r. 21	Adult CPR/AED and Infant CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA206C-r. 21	Adult CPR/AED and Infant CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA206-r.2 1	Adult CPR/AED and Infant CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA205R-r. 21	Adult CPR/AED and Child CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA205C-r. 21	Adult CPR/AED and Child CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA205-r.2 1	Adult CPR/AED and Child CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA204R-r. 21	Adult and Child AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA204C-r. 21	Adult and Child AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA204-r.2 1	Adult and Child AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA203R-r. 21	Pediatric CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA203C-r. 21	Pediatric CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA203-r.2 1	Pediatric CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA202R-r. 21	Adult and Infant CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA202C-r. 21	Adult and Infant CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA202-r.2 1	Adult and Infant CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA201R-r. 21	Adult and Child CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA201C-r. 21	Adult and Child CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA201-r.2 1	Adult and Child CPR	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA157R-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA157C-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA157-r.2 1	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA152R-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA152C-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA152-r.2 1	Adult CPR with BBP, Asthma, Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA151R-r. 21	First Aid and BBP and Asthma and Epi and AEO Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA151C-r. 21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA151-r.2 1	First Aid and BBP and Asthma and Epi and AEO	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA147R-r. 21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA147C-r. 21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA147-r.2 1	Adult CPR/AED and Administering Emergency Oxygen	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA137R-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA137C-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA137-r.2 1	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA132R-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA132C-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA132-r.2 1	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA131R-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA131C-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA131-r.2 1	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA127R-r. 21	Adult CPR/AED and Asthma Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA127C-r. 21	Adult CPR/AED and Asthma Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA127-r.2 1	Adult CPR/AED and Asthma	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA122R-r. 21	Adult CPR and Asthma Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA122C-r. 21	Adult CPR and Asthma Challenge	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA122-r.2 1	Adult CPR and Asthma	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA121R-r. 21	First Aid and Asthma Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA121C-r. 21	First Aid and Asthma Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA121-r.2 1	First Aid and Asthma	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA117R-r. 21	Adult CPR/AED and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA117C-r. 21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA117-r.2 1	Adult CPR/AED and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA112R-r. 21	Adult CPR and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA112C-r. 21	Adult CPR and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA112-r.2 1	Adult CPR and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA111R-r. 21	First Aid and Bloodborne Pathogens Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA111C-r. 21	First Aid and Bloodborne Pathogens Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA111-r.2 1	First Aid and Bloodborne Pathogens	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA108R-r. 21	Child CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA108C-r. 21	Child CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA108-r.2 1	Child CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA107R-r. 21	Adult CPR/AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA107C-r. 21	Adult CPR/AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA107-r.2 1	Adult CPR/AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA106R-r. 21	Child AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA106C-r. 21	Child AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA106-r.2 1	Child AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA105R-r. 21	Adult AED Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA105C-r. 21	Adult AED Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA105-r.2 1	Adult AED	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA104R-r. 21	Infant CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA104C-r. 21	Infant CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA104-r.2 1	Infant CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA103R-r. 21	Child CPR Review	Each	50.00



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CPS-FA/CPR/AED-Retai I	AP-HSSSFA103C-r. 21	Child CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA103-r.2 1	Child CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA102R-r. 21	Adult CPR Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA102C-r. 21	Adult CPR Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA102-r.2 1	Adult CPR	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA101R-r. 21	First Aid Review	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA101C-r. 21	First Aid Challenge	Each	50.00
CPS-FA/CPR/AED-Retai I	AP-HSSSFA101-r.2 1	First Aid	Each	50.00



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Price List	SKU	Product	UOM	Price
AP/LTP-Learn to Swim-Safety	AP-HSSAQU703	Water Safety Instructor Aide	Each	15.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU109	Rip Current Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU108	Sun Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU107	Parent Orientation to Swim Lessons	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU106	Home Pool Safety	Each	0.00
AP/LTP-Learn to Swim-Safety	AP-HSSAQU103	Personal Water Safety	Each	10.00
AP/LTP-Learn to Swim	AP-HSSAQU809-BL	Basic Swim Instructor Course-BL	Each	40.00
AP/LTP-Learn to Swim	AP-HSSAQU809	Basic Swim Instructor Course	Each	40.00
AP/LTP-Learn to Swim	AP-HSSAQU808-BL (Instructor Led)	Water Safety Instructor-BL (Instructor Led)	Each	40.00
AP/LTP-Learn to Swim	AP-HSSAQU808-BL (Blended Learning)	Water Safety Instructor-BL (Blended Learning)	Each	40.00
AP/LTP-Learn to Swim	AP-HSSAQU805-BL	Water Safety Instructor Crossover/Re-Entry-B L	Each	40.00
AP/LTP-Learn to Swim	AP-HSSAQU224	Private Swim Lesson	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU223	Adult Swim--Fitness Swimming	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU222	Adult Swim--Learning and Refining Swim Strokes	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU221	Adult Swim--Learning the Basics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU217	Learn-to-Swim Levels 4 - 6	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU216	Learn-to-Swim Levels 1 - 3	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU215	Preschool Aquatics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU214	Parent and Child Aquatics	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU213	Learn-to-Swim Level 6 - Skill Proficiency - Fitness Swimmer	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU212	Learn-to-Swim Level 6 - Skill Proficiency - Fundamentals of Diving	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU211	Learn-to-Swim Level 6 - Skill Proficiency - Personal Water Safety	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU210	Learn-to-Swim Level 5 - Stroke Refinement	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU209	Learn-to-Swim Level 4 - Stroke Improvement	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU208	Learn-to-Swim Level 3 - Stroke Development	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU207	Learn-to-Swim Level 2 - Fundamental Aquatic Skills	Each	0.00



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AP/LTP-Learn to Swim	AP-HSSAQU206	Learn-to-Swim Level 1 - Introduction to Water Skills	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU205	Preschool Aquatics Level 3	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU204	Preschool Aquatics Level 2	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU203	Preschool Aquatics Level 1	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU202	Parent and Child Aquatics Level 2	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU201	Parent and Child Aquatics Level 1	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU105	General Water Safety	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU104	Water Safety Today	Each	0.00
AP/LTP-Learn to Swim	AP-HSSAQU102	WHALE Tales - Longfellows	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856IT-B L	Lifeguarding Instructor Trainer Review Course-BL	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856IT	Lifeguarding Instructor Trainer Review Course	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856-BL	Lifeguarding Instructor Review Course-BL	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU856	Lifeguarding Instructor Review Course	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU804-BL	Lifeguarding Instructor Crossover/Re-Entry-B L	Each	40.00
AP/LTP-Lifeguarding	AP-HSSAQU803-BL	Lifeguarding Instructor-BL	Each	40.00
AP/LTP-Lifeguarding	AP-HSSAQU475R	Lifeguarding, Wtrfrnt, First Aid-Public Safety Persnl, Emerg Oxygen & BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU475-BL	Lifeguarding, Wtrfrnt, First Aid-Public Safety Personnel, Emerg Oxygen & BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU475	Lifeguarding, Wtrfrnt, First Aid-Public Safety Personnel-Emerg Oxygen & BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474R	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474-BL	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU474	Lifeguarding, Waterfront, First Aid for Public Safety Personnel and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU473R	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP Review	Each	45.00
		Lifeguarding, First Aid - Public Safety Personnel, Emergency		



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AP/LTP-Lifeguarding	AP-HSSAQU473-BL	Oxygen & BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU473	Lifeguarding, First Aid - Public Safety Personnel, Emergency Oxygen & BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472R	Lifeguarding with First Aid for Public Safety Personnel and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472-BL	Lifeguarding with First Aid for Public Safety Personnel and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU472	Lifeguarding with First Aid for Public Safety Personnel and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471R	Lifeguarding with First Aid for Public Safety Personnel and AEO Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471-BL	Lifeguarding with First Aid for Public Safety Personnel and AEO-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU471	Lifeguarding with First Aid for Public Safety Personnel and AEO	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU470R	Lifeguarding with First Aid for Public Safety Personnel Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU470-BL	Lifeguarding with First Aid for Public Safety Personnel-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU470	Lifeguarding with First Aid for Public Safety Personnel	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU468R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU468-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU468	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) with BBP	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU467	Lifeguarding Basic Level Crossover	Each	22.00
AP/LTP-Lifeguarding	AP-HSSAQU466-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU466	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU465R	Shallow Water Lifeguarding (Water Less than or equal to 7 ft) Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU465-BL	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)-BL	Each	41.00



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AP/LTP-Lifeguarding	AP-HSSAQU465	Shallow Water Lifeguarding (Water Less than or equal to 7 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU464-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU464	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU463R	Shallow Water Lifeguarding (Water Less than or equal to 6 ft) Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU463-BL	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU463	Shallow Water Lifeguarding (Water Less than or equal to 6 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU462-BL	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU462	Shallow Water Lifeguarding (Water Less than or equal to 5 ft) Bundle	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU461	Shallow Water Lifeguarding Bridge to Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU460	Shallow Water Lifeguarding Basic Level Crossover	Each	22.00
AP/LTP-Lifeguarding	AP-HSSAQU454	Lifeguard Management In-Person Supplement	Each	15.00
AP/LTP-Lifeguarding	AP-HSSAQU453R	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU453-BL	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen -BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU453	Lifeguarding with Waterfront Skills & Administering Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU452R	Lifeguarding, Waterfront Skills, and Waterpark Skills Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU452-BL	Lifeguarding, Waterfront Skills, and Waterpark Skills-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU452	Lifeguarding, Waterfront Skills, and Waterpark Skills	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU451	Lifeguarding Basic-Level test for Lifeguarding Instructors	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU450	Lifeguard Management In-Person Testing Session for New York State	Each	0.00
AP/LTP-Lifeguarding	AP-HSSAQU449R	Lifeguarding, Waterfront, Waterpark, with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU449-BL	Lifeguarding, Waterfront, Waterpark, with Bundle 1-BL	Each	45.00



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AP/LTP-Lifeguarding	AP-HSSAQU449	Lifeguarding, Waterfront, Waterpark, with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448R	Lifeguarding, Waterfront, Waterpark, AEO and BBP Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448-BL	Lifeguarding, Waterfront, Waterpark, AEO and BBP-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU448	Lifeguarding, Waterfront, Waterpark, AEO and BBP	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447R	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447-BL	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU447	Lifeguarding, Waterfront, Waterpark & Administering Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446R	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446-BL	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU446	Lifeguarding, Waterfront, Waterpark & Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445R	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445-BL	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU445	Shallow Water Lifeguarding for CA, Waterpark with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444R	Shallow Water Lifeguarding, Waterpark with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444-BL	Shallow Water Lifeguarding, Waterpark with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU444	Shallow Water Lifeguarding, Waterpark with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443R	Shallow Water Lifeguarding, Waterpark with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443-BL	Shallow Water Lifeguarding, Waterpark with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU443	Shallow Water Lifeguarding, Waterpark with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442R	Shallow Water Lifeguarding & Waterpark with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442-BL	Shallow Water Lifeguarding & Waterpark with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU442	Shallow Water Lifeguarding & Waterpark with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU441R	Shallow Water Lifeguarding, Waterpark with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU441-BL	Shallow Water Lifeguarding, Waterpark with Bundle 1-BL	Each	45.00



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AP/LTP-Lifeguarding	AP-HSSAQU441	Shallow Water Lifeguarding, Waterpark with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440R	Shallow Water Lifeguarding for CA with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440-BL	Shallow Water Lifeguarding for CA with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU440	Shallow Water Lifeguarding for CA with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439R	Shallow Water Lifeguarding with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439-BL	Shallow Water Lifeguarding with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU439	Shallow Water Lifeguarding with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438R	Shallow Water Lifeguarding with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438-BL	Shallow Water Lifeguarding with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU438	Shallow Water Lifeguarding with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437R	Shallow Water Lifeguarding with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437-BL	Shallow Water Lifeguarding with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU437	Shallow Water Lifeguarding with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436R	Shallow Water Lifeguarding with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436-BL	Shallow Water Lifeguarding with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU436	Shallow Water Lifeguarding with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435R	Lifeguarding for CA, Waterfront with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435-BL	Lifeguarding for CA, Waterfront with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU435	Lifeguarding for CA, Waterfront with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434R	Lifeguarding, Waterfront with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434-BL	Lifeguarding, Waterfront with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU434	Lifeguarding, Waterfront with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433R	Lifeguarding, Waterfront with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433-BL	Lifeguarding, Waterfront with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU433	Lifeguarding, Waterfront with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432R	Lifeguarding, Waterfront with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432-BL	Lifeguarding, Waterfront with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU432	Lifeguarding, Waterfront with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU431R	Lifeguarding, Waterfront with Bundle 1 Review	Each	45.00



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AP/LTP-Lifeguarding	AP-HSSAQU431-BL	Lifeguarding, Waterfront with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU431	Lifeguarding, Waterfront with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430R	Lifeguarding for CA, Waterpark with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430-BL	Lifeguarding for CA, Waterpark with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU430	Lifeguarding for CA, Waterpark with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429R	Lifeguarding, Waterpark with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429-BL	Lifeguarding, Waterpark with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU429	Lifeguarding, Waterpark with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428R	Lifeguarding, Waterpark with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428-BL	Lifeguarding, Waterpark with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU428	Lifeguarding, Waterpark with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427R	Lifeguarding, Waterpark with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427-BL	Lifeguarding, Waterpark with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU427	Lifeguarding, Waterpark with Bundle 2	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426R	Lifeguarding, Waterpark with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426-BL	Lifeguarding, Waterpark with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU426	Lifeguarding, Waterpark with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425R	Lifeguarding for CA with Bundle 5 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425-BL	Lifeguarding for CA with Bundle 5-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU425	Lifeguarding for CA with Bundle 5	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424R	Lifeguarding with Bundle 4 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424-BL	Lifeguarding with Bundle 4-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU424	Lifeguarding with Bundle 4	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423R	Lifeguarding with Bundle 3 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423-BL	Lifeguarding with Bundle 3-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU423	Lifeguarding with Bundle 3	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU422R	Lifeguarding with Bundle 2 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU422-BL	Lifeguarding with Bundle 2-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU422	Lifeguarding with Bundle 2	Each	45.00



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AP/LTP-Lifeguarding	AP-HSSAQU421R	Lifeguarding with Bundle 1 Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU421-BL	Lifeguarding with Bundle 1-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU421	Lifeguarding with Bundle 1	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420R	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420-BL	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU420	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU419R	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU419-BL	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU419	Shallow Water Lifeguarding, Waterpark & Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU418R	Shallow Water Lifeguarding & Waterpark Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU418-BL	Shallow Water Lifeguarding & Waterpark Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU418	Shallow Water Lifeguarding & Waterpark Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417R	Shallow Water Lifeguarding & Emergency Oxygen Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417-BL	Shallow Water Lifeguarding & Emergency Oxygen-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU417	Shallow Water Lifeguarding & Emergency Oxygen	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU416R	Shallow Water Lifeguarding & Bloodborne Pathogens Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU416-BL	Shallow Water Lifeguarding & Bloodborne Pathogens-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU416	Shallow Water Lifeguarding & Bloodborne Pathogens	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU415R	Lifeguarding, Waterfront and Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU415-BL	Lifeguarding, Waterfront and Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU415	Lifeguarding, Waterfront and Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414R	Lifeguarding, Waterpark and Emergency Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414-BL	Lifeguarding, Waterpark and Emergency Oxygen-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU414	Lifeguarding, Waterpark and Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU412R	Lifeguarding, Waterfront and Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU412-BL	Lifeguarding, Waterfront and Bloodborne Pathogens-BL	Each	45.00



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AP/LTP-Lifeguarding	AP-HSSAQU412	Lifeguarding, Waterfront and Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU411R	Lifeguarding, Waterpark and Bloodborne Pathogens Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU411-BL	Lifeguarding, Waterpark and Bloodborne Pathogens-BL	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU411	Lifeguarding, Waterpark and Bloodborne Pathogens	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU410R	Lifeguarding and Waterfront Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU410-BL	Lifeguarding and Waterfront Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU410	Lifeguarding and Waterfront Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409R	Lifeguarding and Waterpark Skills Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409-BL	Lifeguarding and Waterpark Skills-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU409	Lifeguarding and Waterpark Skills	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408R	Lifeguarding and Emergency Oxygen Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408-BL	Lifeguarding and Emergency Oxygen-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU408	Lifeguarding and Emergency Oxygen	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU407R	Lifeguarding and Bloodborne Pathogens Training Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU407-BL	Lifeguarding and Bloodborne Pathogens Training-BL	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU407	Lifeguarding and Bloodborne Pathogens Training	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU406	Shallow Water Lifeguarding to Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU405-OL	Lifeguard Management Online-OL	Each	96.00
AP/LTP-Lifeguarding	AP-HSSAQU404R	Waterpark Skills Review	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU404	Waterpark Skills	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU403R	Waterfront Skills Review	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU403	Waterfront Skills	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU402R	Lifeguarding Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU402-BL	Lifeguarding-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU402	Lifeguarding	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU401R	Shallow Water Lifeguarding Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU401-BL	Shallow Water Lifeguarding-BL	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU401	Shallow Water Lifeguarding	Each	41.00

Aquatic Attraction Lifeguarding and Administering Emergency



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AP/LTP-Lifeguarding	AP-HSSAQU364R	Oxygen Review	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU364	Aquatic Attraction Lifeguarding and Administering Emergency Oxygen	Each	45.00
AP/LTP-Lifeguarding	AP-HSSAQU363R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) & BBP Review	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU363	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) and BBP	Each	43.00
AP/LTP-Lifeguarding	AP-HSSAQU362	Aquatic Attraction LG(Water Less than or equal to 3ft)Bridge to Shallow Water LG	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU361	Aquatic Attraction LG (Water Less than or equal to 3ft) Bridge to Lifeguarding	Each	24.00
AP/LTP-Lifeguarding	AP-HSSAQU351R	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft) Review	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU351	Aquatic Attraction Lifeguarding (Water Less than or equal to 3 ft)	Each	41.00
AP/LTP-Lifeguarding	AP-HSSAQU101	Junior Lifeguarding	Each	15.00
AP/LTP-Aquatics Other	AP-HSSPRO102R	Administering Emergency Oxygen Review	Each	16.00
AP/LTP-Aquatics Other	AP-HSSPRO102C	Administering Emergency Oxygen Challenge	Each	16.00
AP/LTP-Aquatics Other	AP-HSSPRO102	Administering Emergency Oxygen	Each	16.00
AP/LTP-Aquatics Other	AP-HSSAQU808-BL (Instructor Led)	Water Safety Instructor-BL (Instructor Led)	Each	40.00
AP/LTP-Aquatics Other	AP-HSSAQU808-BL (Blended Learning)	Water Safety Instructor-BL (Blended Learning)	Each	40.00
AP/LTP-Aquatics Other	AP-HSSAQU802-BL	Basic Water Rescue Instructor-BL	Each	32.00
AP/LTP-Aquatics Other	AP-HSSAQU753	Pool Activity Leader	Each	32.00
AP/LTP-Aquatics Other	AP-HSSAQU702	Aquatics Leader Orientation	Each	15.00
AP/LTP-Aquatics Other	AP-HSSAQU305R	Safety Training for Swim Coaches In-Water Skills Session Review	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU305	Safety Training for Swim Coaches In-Water Skills Session	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU303-OL	Safety Training for Swim Coaches Online Content-OL	Each	20.00
AP/LTP-Aquatics Other	AP-HSSAQU302R-BL	Basic Water Rescue Review-BL	Each	15.00
AP/LTP-Aquatics Other	AP-HSSAQU302R	Basic Water Rescue Review	Each	15.00



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AP/LTP-Aquatics Other	AP-HSSAQU302C	Basic Water Rescue Challenge	Each	15.00
AP/LTP-Aquatics Other	AP-HSSAQU302-BL	Basic Water Rescue-BL	Each	15.00
AP/LTP-Aquatics Other	AP-HSSAQU302	Basic Water Rescue	Each	15.00
AP/LTP-Aquatics Other	AP-HSSAQU112-OL	Orientation to Swim Lessons for Parents and Caregivers Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU111-OL	Seguridad en el Agua para Padres y Cuidadores - Spanish Language Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU110-OL	Becoming an American Red Cross Ambassador for Water Safety Online AP	Each	0.00
AP/LTP-Aquatics Other	AP-HSSAQU100-OL	Water Safety for Parents and Caregivers Online Course-OL	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSSFA941-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA940-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA939-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA938-r.2 1	Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA936-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA930-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA926-r.2 1	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA920-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA905-r.2 1	Life Threatening Bleeding and Tourniquet Application	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA904-r.2 1	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA903-r.2 1	Asthma and Quick-Relief Medication Administration	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA902-r.2 1	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA900-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	12.00
AP/LTP-FA/CPR/AED	AP-HSSSFA822-BL-r.21	First Aid/CPR/AED Instructor Bridge-BL	Each	40.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA817-BL-r.21	First Aid/CPR/AED Instructor Update	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSSFA801-BL-r.21	First Aid/CPR/AED Instructor-BL	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750R	First Aid for Public Safety Personnel (Title 22) Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA717-r.2 1	Pediatric First Aid/CPR/AED Skills Session	Each	11.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716-r.2 1	Adult and Pediatric First Aid/CPR/AED Skills Session	Each	11.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714-r.2 1	Adult First Aid/CPR/AED Skills Session	Each	11.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-r.2 1	Adult and Pediatric CPR/AED Skills Session	Each	6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-OL-r.21	Adult and Pediatric CPR/AED-OL	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711-r.2 1	Adult CPR/AED Skills Session	Each	6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA710-r.2 1	First Aid Skills Session	Each	6.00
AP/LTP-FA/CPR/AED	AP-HSSSFA704-OL-r.21	Adult, Child and Baby First Aid/CPR/AED Online-OL for AP	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA703-OL-r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA702-OL-r.21	Adult First Aid/CPR/AED Online-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516BBP-BL-r.21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516-BL-r.21	Adult and Pediatric First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515BBP-BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515-BL-r.21	Pediatric First Aid/CPR/AED-BL	Each	35.00
	AP-HSSSFA514BBP-			



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AP/LTP-FA/CPR/AED	BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514-BL-r.21	Adult First Aid/CPR/AED-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513BBP-BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513-BL-r.21	Adult and Pediatric CPR/AED-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512BBP-BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512-BL-r.21	Pediatric CPR/AED-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511BBP-BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511-BL-r.21	Adult CPR/AED-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510BBP-BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510-BL-r.21	First Aid-BL	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each	24.00
AP/LTP-FA/CPR/AED	AP-HSSSFA506-OL-r.21	First Aid Online Only-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL-r.21	Adult CPR/AED Online-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each	28.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-r.2 1	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	43.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468-r.2 1	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R-r. 21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C-r. 21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459-r.2 1	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458-r.2 1	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457R-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457-r.2 1	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450-r.2 1	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA448C-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448-r.2 1	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447-r.2 1	Adult First Aid/CPR and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R-r. 21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C-r. 21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446-r.2 1	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438C-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438-r.2 1	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437-r.2 1	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R-r. 21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C-r. 21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector	Each	35.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA428R-r. 21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C-r. 21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428-r.2 1	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R-r. 21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C-r. 21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427-r.2 1	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426-r.2 1	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421C-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-r.2 1	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-BL-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420R-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420C-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420-r.2 1	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419R-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
		Adult and Child First Aid/CPR and Bloodborne Pathogens		



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AP/LTP-FA/CPR/AED	AP-HSSSFA419C-r. 21	Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419-r.2 1	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418R-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418C-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418-r.2 1	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417R-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417C-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417-r.2 1	Adult First Aid/CPR and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416R-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416C-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416-r.2 1	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415R-r. 21	Adult and Pediatric First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415C-r. 21	Adult and Pediatric First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415-r.2 1	Adult and Pediatric First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414R-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414C-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414-r.2 1	Adult CPR/AED, Pediatric CPR and First Aid	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413R-r. 21	Adult and Pediatric First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413C-r. 21	Adult and Pediatric First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413-r.2 1	Adult and Pediatric First Aid/CPR	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412R-r. 21	Adult and Child First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412C-r. 21	Adult and Child First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412-r.2 1	Adult and Child First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411R-r. 21	Pediatric First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411C-r. 21	Pediatric First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411-r.2 1	Pediatric First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410R-r. 21	Adult CPR/AED, Infant CPR and First Aid Review	Each	35.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA410C-r. 21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410-r.2 1	Adult CPR/AED, Infant CPR and First Aid	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409R-r. 21	Adult CPR/AED, Child CPR and First Aid Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409C-r. 21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409-r.2 1	Adult CPR/AED, Child CPR and First Aid	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408R-r. 21	Pediatric First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408C-r. 21	Pediatric First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408-r.2 1	Pediatric First Aid/CPR	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407R-r. 21	Adult and Infant First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407C-r. 21	Adult and Infant First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407-r.2 1	Adult and Infant First Aid/CPR	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406R-r. 21	Adult and Child CPR/First Aid Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406C-r. 21	Adult and Child CPR/First Aid Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406-r.2 1	Adult and Child CPR/First Aid	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405R-r. 21	Child First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405C-r. 21	Child First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405-r.2 1	Child First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404R-r. 21	Adult First Aid/CPR/AED Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404C-r. 21	Adult First Aid/CPR/AED Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404-r.2 1	Adult First Aid/CPR/AED	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403R-r. 21	Infant First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403C-r. 21	Infant First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403-r.2 1	Infant First Aid/CPR	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402R-r. 21	Child First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402C-r. 21	Child First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402-r.2 1	Child First Aid/CPR	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401R-r. 21	Adult First Aid/CPR Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401C-r. 21	Adult First Aid/CPR Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401-r.2 1	Adult First Aid/CPR	Each	35.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA304-r.2 1	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephrine Auto-Injector	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303R-r. 21	Adult and Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303C-r. 21	Adult and Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303-r.2 1	Adult and Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302R-r. 21	Adult CPR/AED and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302C-r. 21	Adult CPR/AED with Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302-r.2 1	Adult CPR/AED with Pediatric CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301R-r. 21	Adult and Pediatric CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301C-r. 21	Adult and Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301-r.2 1	Adult and Pediatric CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA221-r.2 1	Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi Auto-Injector	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA22-r.21	Adult First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA213-r.2 1	Pediatric CPR with Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA21-r.21	Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208R-r. 21	Adult and Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208C-r. 21	Adult and Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208-r.2 1	Adult and Child CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207R-r. 21	Pediatric CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207C-r. 21	Pediatric CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207-r.2 1	Pediatric CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206R-r. 21	Adult CPR/AED and Infant CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206C-r. 21	Adult CPR/AED and Infant CPR Challenge	Each	27.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA206-r.2 1	Adult CPR/AED and Infant CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205R-r. 21	Adult CPR/AED and Child CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205C-r. 21	Adult CPR/AED and Child CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205-r.2 1	Adult CPR/AED and Child CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204R-r. 21	Adult and Child AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204C-r. 21	Adult and Child AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204-r.2 1	Adult and Child AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203R-r. 21	Pediatric CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203C-r. 21	Pediatric CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203-r.2 1	Pediatric CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202R-r. 21	Adult and Infant CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202C-r. 21	Adult and Infant CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202-r.2 1	Adult and Infant CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R-r. 21	Adult and Child CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C-r. 21	Adult and Child CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201-r.2 1	Adult and Child CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157R-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157-r.2 1	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152-r.2 1	Adult CPR with BBP, Asthma, Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R-r. 21	First Aid and BBP and Asthma and Epi and AEO Review	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C-r. 21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151-r.2 1	First Aid and BBP and Asthma and Epi and AEO	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R-r. 21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147C-r. 21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147-r.2 1	Adult CPR/AED and Administering Emergency Oxygen	Each	35.00
		Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector		



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AP/LTP-FA/CPR/AED	AP-HSSSFA137R-r. 21	Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137C-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137-r.2 1	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132R-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132C-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132-r.2 1	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131R-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131C-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131-r.2 1	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127R-r. 21	Adult CPR/AED and Asthma Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127C-r. 21	Adult CPR/AED and Asthma Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127-r.2 1	Adult CPR/AED and Asthma	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R-r. 21	Adult CPR and Asthma Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C-r. 21	Adult CPR and Asthma Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122-r.2 1	Adult CPR and Asthma	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R-r. 21	First Aid and Asthma Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C-r. 21	First Aid and Asthma Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121-r.2 1	First Aid and Asthma	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R-r. 21	Adult CPR/AED and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C-r. 21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117-r.2 1	Adult CPR/AED and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R-r. 21	Adult CPR and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C-r. 21	Adult CPR and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112-r.2 1	Adult CPR and Bloodborne Pathogens	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R-r. 21	First Aid and Bloodborne Pathogens Review	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C-r. 21	First Aid and Bloodborne Pathogens Challenge	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111-r.2 1	First Aid and Bloodborne Pathogens	Each	35.00



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AP/LTP-FA/CPR/AED	AP-HSSSFA108R-r. 21	Child CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C-r. 21	Child CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108-r.2 1	Child CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R-r. 21	Adult CPR/AED Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C-r. 21	Adult CPR/AED Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107-r.2 1	Adult CPR/AED	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R-r. 21	Child AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C-r. 21	Child AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106-r.2 1	Child AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R-r. 21	Adult AED Review	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C-r. 21	Adult AED Challenge	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105-r.2 1	Adult AED	Each	18.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R-r. 21	Infant CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104C-r. 21	Infant CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104-r.2 1	Infant CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103R-r. 21	Child CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103C-r. 21	Child CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103-r.2 1	Child CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102R-r. 21	Adult CPR Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102C-r. 21	Adult CPR Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102-r.2 1	Adult CPR	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101R-r. 21	First Aid Review	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101C-r. 21	First Aid Challenge	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-r.2 1	First Aid	Each	27.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-OL	Returning to Work During COVID-19: Safe Work Practices Online for AP	Each	16.00
AP/LTP-FA/CPR/AED	AP-HSSPFA201-OL	Cat and Dog First Aid-OL	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSCPR101	Hands-Only CPR	Each	0.00



American Red Cross
Training Services

Price List Item 10.

The College of the Florida Keys

PG-0000140551

AP/LTP-FA/CPR/AED

AP-HSSBBP101-OL-
r.21

Bloodborne Pathogens-OL

Each 28.00



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and The College of the Florida Keys (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are both (i) Red Cross-certified instructors in good standing and (ii) employees of LTP, or (if LTP is a non-profit organization) bona fide volunteers of LTP ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class") and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by Instructors in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Maintain insurance or self-insure to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.



5. Fees and Invoicing.

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with



Training Services Licensed Training Provider Agreement

Item 10.

the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

6. **Notices.** Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.
7. **Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.
8. **Intellectual Property.**
 - 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
 - 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
 - 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
 - 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.
9. **Miscellaneous.**
 - 9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
 - 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
 - 9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
 - 9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
 - 9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a




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limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier sub-processor of personal or other data for LTP or any third party.

- 9.6 Data Processing. Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 Amendments and Waivers. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: The College of the Florida Keys	The American National Red Cross
LTP Signature:	Red Cross Signature: 
Name:	Name: Patrick Beason
Title:	Title: First Responder & Aquatics Training Specialist
Date:	Date: 11/9/2022



Licensed Training Provider Agreement Appendix A – Contact Information

Licensed Training Provider (LTP) Information

LTP: The College of the Florida Keys

LTP Address: 5901 College Road Key West FL 33040 LTP Fax:

LTP Account Number: 10060 KCC

LTP Contact: Lori Bosco

LTP Contact Email: lori.bosco@cfk.edu

LTP Contact Phone: 3053602124 Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Lori Bosco

LTP Billing Contact Phone: 3053602124 Extension:

LTP Billing Contact Email: lori.bosco@cfk.edu

LTP Billing Address: 5901 College Road Key West FL 33040

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross Strategic Account Executive

Name: Patrick Beason

Phone: 305-205-8712 Ext.: Email: patrick.beason@redcross.org

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/16/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: CFK Academy Charter Agreement – Request for Approval

CHARTER SCHOOL AGREEMENT

THIS CHARTER entered into as of the ____ day of _____, 2022 by and between:

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida (the “Sponsor” or “District”), and having its principal place of business located at 241 Trumbo Road, Key West, Florida 33040

and

THE COLLEGE OF THE FLORIDA KEYS, on behalf of THE COLLEGE OF THE FLORIDA KEYS ACADEMY, a Florida College System institution operating and existing under the laws of the State of Florida (the “College”), having its principal place of business located at 5901 College Road, Key West, Florida 33040
(hereinafter collectively referred to as “Parties”)

WHEREAS, the Sponsor has the authority pursuant to Section 1002.33, Florida Statutes, to grant to a not-for-profit organization a charter to operate a charter high school, 9-12 grades, within the school district; and

WHEREAS, the College is a Florida College System institution and desires to operate a charter high school within the school district as permitted under Section 1002.33(5)(b)(4), Florida Statutes for the purposes set forth in Section 1002.33, Florida Statutes, and in the College’s charter school Application (as hereafter defined).

WHEREAS, the College is approved by the Sponsor to provide high school educational services in accordance with the terms of a charter school agreement; and

WHEREAS, it is the intent of the parties that this Charter School Agreement (the “Charter”) shall serve as the charter for the operation of The College of the Florida Keys Academy (the “School”). The College’s activities and operations in awarding postsecondary degrees and certificates are separate and apart from its operation of a secondary charter school and are not governed by this Charter School Agreement.

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

Recitals

The foregoing recitals are true and correct and are incorporated within this Charter by reference.

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

College shall mean the College of the Florida Keys, a Florida College System institution which provides postsecondary education in Monroe County, Florida.

County shall mean Monroe County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth Sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

Public Funds as used in this Charter shall mean funds received by the School for the purpose of operating the School, and do not include Florida, Federal, grant, or other public funds received by the College for the purpose of pursuing its educational mission as a Florida College System institution.

School shall mean The College of the Florida Keys Academy, operated by the College. Any reference herein to the School, School property, School records, School operations, etc., shall refer to such items as they relate to the School only, and are separate and apart from the property, records, operations, etc., of the College for purposes of this Charter.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1: Terms and Provisions

- A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the

Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the parties.
2. Term. The term of this Charter shall be for five (5) years commencing on July 1, 2023, and ending on June 30, 2028, unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.
3. Start-Up Date. For the first year of operating under this Charter the School shall begin classes on the same day as the Sponsor or at such other time as otherwise determined by the Governing Board. The School cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this Charter. The School may defer the opening of its operations for up to three years to provide time for adequate facility planning. The School must provide written notice of such intent to the Sponsor and the parents of enrolled students at least 30 calendar days before the first day of school. The first two planning year(s) will extend the term of this Charter. Failure to open the School after all available deferral years is good cause for termination of this Charter.
4. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.
5. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15 in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the Governing Board of the School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to section 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive

the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

6. Periodic Review and Evaluation. The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.
2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.
3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.
4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.
5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.
 - i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the

requirements for student performance established pursuant to Section 2A of the Charter.

- ii. Failure to meet generally accepted standards of fiscal management.
- iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

- a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
- b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
- c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
- d. Failure by the School to provide the District with access to records as required by law or this Charter;
- e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
- f. Violation by the School of any court order pertaining to the operation of the School;
- g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
- i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
- j. Failure to provide periodic progress reports as required by the

- financial recovery plan if not timely cured after written notice;
- k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;
 - l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
 - m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
 - n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;
 - o. Willfully or recklessly failing to manage public funds in accordance with the law;
 - p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
 - q. Failure to maintain the minimum number of three Governing Board members for more than 30 days;
 - r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.
2. The Sponsor shall notify the Governing Board in writing at least ninety days (90) prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.
- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within fourteen (14) calendar days of receipt of the notice, request a hearing.
 - ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.
 - i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
 - ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.
4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.
5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.
2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.
3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor. Assets of the College unrelated to the operation of the School are not governed by this section and will remain the property of the College.
4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.
2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
 - i. Students scoring a level 1 on prior year assessment
 - ii. Students scoring a level 2 on prior year assessment
 - iii. Students scoring a level 3 or higher on prior year assessments
 - iv. Students with disabilities
 - v. English Language Learners
3. By October 15 of the first year of the School's operation, the School shall provide its proposed academic achievement goals for the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
 - i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.
4. By October 15 of the second year of the School's operation, the School shall

provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

- i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.
5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.
 6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.
 7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.
 8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a School Improvement Plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the FDOE (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a School Improvement Plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.
2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed

with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.
 4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.
 5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.
 6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.
- C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

- A. The School is authorized to serve students in grades nine (9) through twelve (12).

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officers;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The School will participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the School's Sponsor.

- B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75 percent of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.
2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.
3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.
4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.
5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.
6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements,

as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.
2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.
3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.
4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created

during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.
 6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.
 7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.
 8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.
 9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.
- H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:
1. A non-discriminatory policy regarding placement, assessment, identification, and selection.
 2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.
- iii. The Sponsor will select and assign an attorney in consultation with the

School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:

- (a) The due process hearing is conducted pursuant to applicable State laws and rules;
- (b) A final decision is reached; and
- (c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

- I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.
- J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.
- K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved

Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the

Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting
 - i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
 - ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.
 - iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

- iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.
- vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.
- ii. For the first two years of this Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's projected enrollment as described on the cover sheet of the approved Application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its projected enrollment, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month, not to exceed the Annual Enrollment Capacity.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. For the following years of the Charter, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of

Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

- v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
 - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.
2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.
3. The School shall submit invoices by the 15th of each month to receive

reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.
5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.
6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.
7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.
8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.
9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.
10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.
11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal

and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent
2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.
3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds

(including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the

auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.
7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.
2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.
3. Notwithstanding anything else herein to the contrary, the Sponsor shall not
 - i. Guarantee payment for any purchases made by the School;
 - ii. Guarantee payment for any debts incurred by the School;
 - iii. Guarantee payment for any loans taken out by the School.
 - iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

- A. The School shall be located at 5901 College Road, Key West, Florida, 33040. If the School has not secured a facility at the time the Charter is executed, the School will provide notice to the Sponsor of its location no later than the deadline established pursuant to Section 11 of the Charter. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

- B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.
- C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances; provided however that all real property owned by the College at the time of execution of this Charter, and all subsequent improvements thereto, shall remain the property of the College. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

- D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.
- E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

- A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.
- B. Reasonable Distance: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance to be mutually agreed upon by both parties, in writing.
- C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.
- D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.
- E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall

follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

- A. The School agrees to provide the following proof of insurance:
1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;
 2. General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00;
 3. Business automobile coverage with the same limits as general liability.
- B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.
- C. The School further agrees to secure and maintain property insurance for the School’s personal property, and to insure all of the District’s owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.
- D. The School agrees to provide adequate Workers’ Compensation insurance coverage as required by Chapter 440, Florida Statutes.
- E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School’s administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.
- F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized

representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

- G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.
- H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.
- I. Applicable to All Coverages the School Procures
1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
 2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
 3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
 4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
 6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.
- J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.
- K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District, the School, and the College do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.
- L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.
- M. Notice of Claims
1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

- A. Governance of the School will be in accordance with Florida Statutes or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under section 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two (2) public meetings per school year within the District.

The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

- B. The Florida Statutes and the College's Board Rules, included as Attachment J of the Application shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.
1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.
 2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.
 3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.
 4. The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.
 5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.
 6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or

financial recovery plan.

7. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.
 8. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.
- C. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

- D. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:
1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.
 2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.
 3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.
 4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the

management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.
 6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.
 7. The management organization will perform its duties in compliance with this Charter.
- E. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

- A. The School shall select its own personnel.
- B. The School's employment practices shall be nonsectarian.
- C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.
- D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.
- E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.
- F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None.

If the relative is employed after execution of this Charter, the School shall disclose to the

District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

- G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.
- H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.
- I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.
- J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

- K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Pre-Opening

1. Policies and Procedures Manual
2. List of members of the Governing Board and Principal, including current contact information.
3. Facility [zoning, certificate of occupancy, fire inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the charter
 - c. List of current staff members including certifications and teaching assignments for teachers
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students
 - g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School [will adopt/not adopt] the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures
 - l. School's parental contract, if applicable
 - m. Student Progression Plan (if different from District's)

B. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

C. Annual

1. Annual Student Achievement Report
2. Annual Financial Audit
3. Program Cost Report
4. Annual Inventory Report [capital purchases with public funds]
5. Policies and Procedures of the school [if materially revised]
6. School based Student Code of Conduct [if materially revised]
7. Dismissal Policies and Procedures [if materially revised]
8. Crisis Response Plan [if materially revised]
9. Employee Handbook [if materially revised]
10. Current List of members of the Governing Board and Principal
11. School's Parental Contract [if materially revised]
12. Projected Enrollment [for subsequent school year]
13. Capacity [for subsequent school year]
14. School Calendar [for subsequent school year] if different than the District
15. Evidence of Insurance
16. Management Organization Agreement [if materially revised]
17. Student Progression Plan [if materially revised]

D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective

Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

- H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.
- I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.
- J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

- K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the President of the College. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

The College of the Florida Keys
 Attn: Brittany Snyder, D.M., Executive Vice President and CFO 5901 College
 Road
 Key West, Florida 33040
 Email: brittany.snyder@cfk.edu

Smith Hawks, PL
 Attn: Bryan Hawks
 138 Simonton Street
 Key West, Florida 33040
 Email: Bryan@smithhawks.com

2. Notices to the Sponsor:

The School Board of Monroe County, Florida
 Attn: Superintendent
 241 Trumbo Road
 Key West, Florida 33040

Copy to:

Vernis & Bowling of the Florida Keys, P.A.
 Attn: Dirk Smits
 81990 Overseas Highway
 Islamorada, Florida 33036

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____
Dr. Jonathan Gueverra, President Date

ATTESTED:

By: _____
Brittany Snyder, D.M., Executive Vice President and CFO Date

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

By: _____
John Dick, Board Chair Date

ATTESTED:

By: _____
Theresa Axford, Superintendent Date

APPROVED AS TO FORM:

By: _____
Dirk M. Smits, Esq. Date

Appendices

1. The Application



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/16/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: First Horizon Bank Service Agreement - Request for Approval

BANKING SERVICES AGREEMENT

This Agreement by and between **The College of the Florida Keys**, with principal offices located at 5901 College Road, Key West, FL 33040 (hereinafter referred to as "**the College**") and **First Horizon Bank**, with offices located at 330 Whitehead Street, Key West, Florida, 33040, and its successors and assigns (hereinafter referred to as "Bank") (collectively the College and Bank may be referred to as "the Parties"), effective as of the ____ day of November 2022.

WITNESSETH

WHEREAS, the College will obtain banking services from Bank; and

WHEREAS, Bank is a Qualified Public Depository as required by Chapter 280, Florida Statutes, and agrees to comply with the provisions set forth in Chapters 136, 219, 280, and 659, Florida Statutes, as from time to time amended;

NOW, THEREFORE the Parties hereto, intending to be legally bound agree as follows:

Section 1. Contract Documents. This Agreement includes and incorporates herein by reference The College of the Florida Keys Request for Proposal for Banking Services, Merchant, Line of Credit, ATM Services and Courier Services ("RFP") received by First Horizon February 24, 2022 and First Horizon Bank's RFP Response submitted April 27, 2022 ("Response"), and the College and Bank have agreed that the Bank will provide the banking services as described in both the RFP, the Response and the attachments as described in Section 2 below. In the event of a discrepancy or ambiguity regarding the interpretation of this Agreement, the order for precedence will be this Agreement and attachments, the RFP and the Response.

Section 2. Incorporated Attachments. This Agreement contains the following attachments:

Treasury Management Services Master Agreement

Treasury Management Product Enrollment Form

Treasury Management Services Authorization and Consent

Bank Depositor Agreement

RFP

Response

The terms and conditions of each Treasury Management service shall be deemed to only apply to the service specified, and shall not be construed to govern, supplement or modify or clarify the terms and conditions of any other banking service provided by Bank. The College may elect to commence or terminate any particular banking service from time to time during the term of this Agreement.

Section 3. Contract Term. The Agreement shall be for a term of three (3) years from October 1, 2022 to September 30, 2025 (the "Initial Term"), unless terminated by one of the Parties as provided herein. The College reserves the right to extend the contract annually upon the Parties mutually agreeing on the renewal terms and pricing.

Section 4. Termination: The performance of services may be terminated in whole or in part by the Parties in accordance with this provision. The College may terminate by providing not less than sixty (60) days prior written notice of such termination to the Bank. If the Bank fails to perform the terms and conditions set forth in the Agreement, the College will provide written notice to the Bank that the Agreement will be terminated within thirty (30) days for cause from the date of such notice. Bank may terminate any service or this Agreement by giving not less than ninety (90) days prior written notice of such termination to the College. Any such notice by either Party shall be delivered by registered or certified mail, return receipt requested and shall be deemed delivered forty-eight (48) hours after mailing.

Section 5. Modifications and Amendments: During the period of the contract, or any extension thereof, The College reserves the right to restate and /or renegotiate with the Bank such additions, deletions, or changes as may be necessitated by law, changed circumstances, or changes in banking technology of which the College may wish to avail itself.

Section 6. Pricing for Banking Services: The originally quoted unit prices detailed in Exhibit D of the Response and attached here as Exhibit A, will be in effect for the Initial Term of the contract.

Section 7. Interest and Earnings Credit Rates: For the duration of the Initial Term of the contract, a rate equal to the upper end of the Federal Funds Target Rate as determined by the Federal Open Market Committee (FOMC) less 40 basis points with a floor of 5 basis points will be paid on interest bearing balances. If the College chooses to maintain non-interest bearing balances, the earnings credit rate paid on those balances will be 0.30% for the duration of the Initial Term of the contract.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective the day and year first above written.

FIRST HORIZON BANK

THE COLLEGE OF THE FLORIDA KEYS

MICHELE WHITE
SENIOR VICE PRESIDENT

DR. BRITTANY SNYDER
EXECUTIVE VICE PRESIDENT & CFO

EXHIBIT A
PRICING FOR BANK SERVICES
(To be attached.)



37. BASIC BANK SERVICE FEES

FIRST HORIZON
COLLEGE OF THE FLORIDA KEYS BANKING SERVICES RFP RESPONSE

	<u>Annual Volume</u>	<u>Unit Cost</u>	<u>Total Cost</u>
GENERAL SERVICES			
ACCOUNT MAINTENANCE	12	\$10.00	\$120.00
DEPOSITS	768	\$0.00	\$0.00
CHECKS PAID	6600	\$0.00	\$0.00
ITEMS DEPOSITED	1200	\$0.00	\$0.00
DEPOSITED ITEMS CHARGED BACK		\$0.00	\$0.00
REDEPOSITED ITEMS		\$0.00	\$0.00
STOP PAYMENTS		\$20.00	\$0.00
DEPOSIT CORRECTIONS		\$0.00	\$0.00
CASH PROCESSING		\$0.00	\$0.00
NIGHT DEPOSIT BAGS PROCESSED		\$0.00	\$0.00
CURRENCY STRAPS PROVIDED		\$0.00	\$0.00
ACH SERVICES			
ACH MAINTENANCE	12	\$25.00	\$300.00
ACH ITEMS ORIGINATED	5400	\$0.00	\$0.00
ACH RETURNS/NOC'S		\$0.00	\$0.00
ACH REVERSALS		\$0.00	\$0.00
ACH DEPOSITS	2136	\$0.00	\$0.00
ACH ITEMS PAID	468	\$0.00	\$0.00
ON-LINE BANKING			
MONTHLY MAINTENANCE	12	\$50.00	\$600.00
PER ACCOUNT		\$0.00	\$0.00
PER ITEM STORED/DOWNLOADED		\$0.00	\$0.00
PER BOOK TRANSFER		\$0.00	\$0.00
PER OUTGOING REPETITIVE WIRE	24	\$15.00	\$360.00
PER OUTGOING NON-REPETITIVE WIRE	12	\$15.00	\$180.00
ACCOUNT RECONCILEMENT			
PARTIAL RECON MONTHLY MAINTENANCE		\$0.00	\$0.00
PARTIAL RECON PER ITEM		\$0.00	\$0.00
SERIAL SORT MONTHLY MAINTENANCE		\$0.00	\$0.00
SERIAL SORT PER ITEM		\$0.00	\$0.00
DEPOSIT RECON MAINTENANCE		\$0.00	\$0.00
DEPOSIT RECON PER ITEM		\$0.00	\$0.00
ACCOUNT RECON DATA TRANSMISSION	12	\$0.00	\$0.00
POSITIVE PAY			
POSITIVE PAY MAINTENANCE	12	\$15.00	\$180.00
POSITIVE PAY PER ITEM	6600	\$0.00	\$0.00
ZERO BALANCE ACCOUNT			
ZBA MONTHLY MAINTENANCE		\$0.00	\$0.00
ZBA PER SUB ACCOUNT		\$0.00	\$0.00
FDIC INSURANCE			
	5,584,544	\$0.00	\$0.00
WIRE TRANSFERS (MANUAL) OUTGOING			
REPETITIVE OUTGOING	0	\$15.00	\$0.00
NON-REPETITIVE OUTGOING	0	\$15.00	\$0.00

	<u>Annual Volume</u>	<u>Unit Cost</u>	<u>Total Cost</u>
ADDITIONAL SERVICE CHARGES			
Incoming Wire Transfers	12	\$10.00	\$120.00
Remote Deposit Capture per location		\$20.00	
Remote Deposit per item		\$0.00	
Total Estimated Annual Charges			\$1,860.00
(does not include cost of supplies)			
SUPPLIES*			
COIN/CURRENCY WRAPPERS		\$0.00	\$0.00
PRE-PRINTED DEPOSIT SLIPS	768	\$0.25	\$192.00
TAMPER RESISTANT DEPOSIT BAGS	768	\$0.70	\$537.60

*FIRST HORIZON RECOMMENDS CLIENTS EXPLORE PURCHASING DEPOSIT SUPPLIES FROM NON-BANK VENDERS. THE PRICES QUOTED ABOVE ARE ESTIMATES BASED ON INFORMATION PROVIDED BY THE COLLEGE

First Horizon offers the above pricing to the College of the Florida Keys
Per item fees to be charged are outgoing and incoming wire transfers, and stop payments.

Maintenance fees to be charged are for account maintenance, Online Banking, ACH, Wire Transfers, and Positive Pay

If a volume is not provided in the column "Annual Volume" we could not determine an estimate based on the information provided by the College.

We offer two options for the College to compensate the Bank for services

1. Invest all funds at Fed Funds less 40 basis points and pay fees. We estimate fees to be paid by the College to be approximately \$150 to \$200 per month.

2. Maintain a balance of \$650,000 in the operating account to earn earnings credits at a rate of 0.30%. The remaining balances will be swept daily to a Public Funds Now to earn interest at Fed Funds less 40 bps. This estimated balance is based on information provided by the College. Volumes and required balances may change each month.

A sample monthly analysis statement is provided on the following page



COLLEGE OF THE FLORIDA KEYS WITH ECR
5901 COLLEGE ROAD

Proposed Pricing *

WHITE, MICHELE
(305) 809-3309
Key Account: 123

KEY WEST, FL 33040

Earnings Credit Rate		Average Ledger Balance	\$650,000.00
Positive Collected Balance	0.30 %	Less Average Float	\$0.00
Negative Collected Balance	6.25 %	Average Collected Balance	\$650,000.00

Reconciliation	Balance Amount
Average Positive Collected Balance	\$650,000.00
Less Reserve Required @ 0%	\$0.00
Net Positive Collected Balance	\$650,000.00
Less Compensation Balances	\$0.00
Balance Available for Services	\$650,000.00
Average Negative Collected Balance	\$0.00

Bank Fees	Fee Amount
Earnings Credit Allowance	(\$160.27)
Less Fee For Negative Balance	\$0.00
Less Fees For Bank Services	155.00
Net Bank Fees	(\$5.27)

Service	Unit Price	Volume	Total Price	Balance Equivalent
ACCOUNT ANALYSIS				
010100 CHECKS/ITEMS PAID	\$0.00	550	\$0.00	\$0.00
250201 ELECTRONIC DEPOSIT	\$0.00	178	\$0.00	\$0.00
010101 DEPOSITS	\$0.00	64	\$0.00	\$0.00
250200 ELECTRONIC PAID ITEM	\$0.00	39	\$0.00	\$0.00
100010 BRANCH DEPOSITED COIN-CURRENCY	\$0.00	15	\$0.00	\$0.00
010000 DEMAND DEPOSIT ACCT MAINT	\$10.00	1	\$10.00	\$40,555.56
ACCOUNT RECONCILIATION				
150120 CHECK ISSUED ITEMS	\$0.00	550	\$0.00	\$0.00
150120 CHECKS PAID-POSITIVE PAY	\$0.00	550	\$0.00	\$0.00
150030 POS PAY MAINT-MONTHLY	\$15.00	1	\$15.00	\$60,833.33
151310 POS PAY NAME VERIFICATION	\$0.00	1	\$0.00	\$0.00
150322 POS PAY RETURNS	\$0.00	1	\$0.00	\$0.00
150310 POSITIVE PAY NO ISSUES	\$0.00	1	\$0.00	\$0.00
ACH				
250101 ACH ORIGINATED CREDIT	\$0.00	450	\$0.00	\$0.00
CHECK CLEARING				
100224 TRANSIT	\$0.00	100	\$0.00	\$0.00

*The Proposed Pricing is exclusively prepared for the client identified above. The Proposed Pricing does not represent a contract (see actual contracts(s) for rights and obligations). Unless mutually agreed by the parties in writing, Bank reserves the right to change its fees and service charges upon notice to the customer.

** Elements with a zero volume are provided for disclosure purposes only and do not impact the Net Bank Fees stated above in the Bank Fees Section.



COLLEGE OF THE FLORIDA KEYS WITH ECR
5901 COLLEGE ROAD

Proposed Pricing *

WHITE, MICHELE
(305) 809-3309
Key Account: 123

KEY WEST, FL 33040

Service	Unit Price	Volume	Total Price	Balance Equivalent
INFORMATION REPORTING				
251100 TREASCONNECT ACH MODULE	\$25.00	1	\$25.00	\$101,388.89
35012Z TREASCONNECT INTRA-BANK TFR	\$0.00	1	\$0.00	\$0.00
40005Z TREASCONNECT MAINT 1-5 ACCTS	\$25.00	1	\$25.00	\$101,388.89
350600 TREASCONNECT WIRE MODULE	\$25.00	1	\$25.00	\$101,388.89
WIRE TRANSFER				
350104 WIRE OUTGOING WEB FREEFORM	\$15.00	2	\$30.00	\$121,666.67
350300 WIRE INCOMING FED TRANSFER	\$10.00	1	\$10.00	\$40,555.56
350100 WIRE OUTGOING WEB TEMPLATE	\$15.00	1	\$15.00	\$60,833.33
INCIDENTAL SERVICE CHARGES				
150501 CHECK CASHING FEE **	\$8.00	0	\$0.00	\$0.00
150340 OVERDRAFT/NSF ITEMS **	\$39.00	0	\$0.00	\$0.00
010320 SPECIAL STATEMENT **	\$12.00	0	\$0.00	\$0.00
150420 STOP PAYMENT MANUAL **	\$37.00	0	\$0.00	\$0.00
150410 STOP PAYMENTS PRIME **	\$35.00	0	\$0.00	\$0.00
100402 RETURN ITEM PROCESS-RECLEAR **	\$13.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 12 MONTHS **	\$55.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 18 MONTHS **	\$80.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 24 MONTHS **	\$105.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 6 MONTHS **	\$31.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-12 MON **	\$55.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-18 MON **	\$80.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-24 MON **	\$105.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-6 MON **	\$31.00	0	\$0.00	\$0.00
010801 TOKEN FEE **	\$50.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-12 MON **	\$55.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-18 MON **	\$80.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-24 MON **	\$105.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-6 MON **	\$31.00	0	\$0.00	\$0.00
Total Balance Equivalent:				\$628,611.12

Treasury Management Services Master Agreement



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Treasury Management Services Master Agreement

Introduction

Thank you for choosing First Horizon Bank ("First Horizon") for your treasury management service needs. We appreciate the opportunity to serve you. Should you have any questions about this agreement, please contact your Treasury Management Sales Officer.

This Treasury Management Services Master Agreement ("Agreement") sets forth the terms and conditions of the treasury management services offered by First Horizon. The Agreement is comprised of the General Terms and Conditions that apply to all treasury management services, and the Service Terms and Conditions that apply to the applicable services. By enrolling in or using any service provided by First Horizon, you hereby accept and agree to the terms and conditions set forth under this Agreement.

Please review this Agreement carefully and retain it for your records. As you add services in the future, they will also be covered by the terms and conditions contained in this Agreement. First Horizon may change the terms and conditions of services provided under this Agreement. Your continued use of the services constitutes your acceptance of the change. As new services are added to First Horizon's treasury management product suite, this Agreement may be updated to include the terms and conditions for that new service or you will be provided separate terms and conditions prior to the enrollment in that service.

General Terms and Conditions

The following terms and conditions are applicable to all Services provided to Client hereunder:

1. Definitions

The following definitions apply when the following terms are used in this Agreement:

“Account” means any deposit or other eligible account maintained by Client with Bank which is used or affected in connection with the use of any Service.

“Account Agreement” means any and all agreements, disclosures or other documents between Client and Bank which govern any of Client’s Account(s), each as may be amended.

“Bank” means and refers to First Horizon Bank and its successors and assigns.

“Business Day” means a day on which Bank is open to the public for carrying on substantially all of Bank’s business for a particular Service, and generally excludes Saturday, Sunday and holidays.

“Client” means the business entity and any parent company, subsidiary, affiliate or commonly owned entity for which Bank provides a Service.

“Security Administrator” means the individual(s) designated by Client with the authority to administer the Services with a broad range of responsibilities with respect to Client’s secure use of the Services.

“Service(s)” means any treasury management product or service provided by Bank.

“Service Document(s)” means any enrollment form, implementation document, instructional materials, manuals or documents relating to the use of any Service.

“Service Terms” means and refers to the terms and conditions for the a particular Service as set forth in this Agreement.

2. Enrollment in Services

In order to enroll for and use a Service, Client may be required to complete Service Documents or provide other information and specifications. By enrolling in a Service, Client accepts and agrees to the terms and conditions of this Agreement. In any event, Client agrees that the use of a Service shall, without any further action or execution of any documentation on the part of Client, constitute Client’s acceptance of this Agreement and all terms and conditions governing the use of such Service. The terms of any Service Document provided to Client shall supplement and are incorporated into the terms of this Agreement and constitute part of the Service Terms. In the event of a conflict between the General Terms and Condition of the Agreement and those of any Service Term, the terms of the Service Term shall govern and control with respect to the Service at issue.

3. Client Accounts

Client will at all times maintain one or more Accounts for Bank to provide the Services. Client acknowledges that all Accounts are subject to the Account Agreement and any other written agreements applicable to those Accounts. This Agreement supplements, but does not replace, the Account Agreement and any other agreement you might have executed with respect to any Account. Inconsistencies between this Agreement and the Account Agreement shall be controlled and governed by this Agreement.

4. Fees

Client agrees to pay all fees, charges, and assessments imposed by Bank for use of the Services, as set forth in the pricing pro forma, account statement, or as otherwise disclosed to Client. Bank may change or add new fees for Services from time to time. If Client continues to use a Service after the change becomes effective, Client will be bound by such change. Bank, in its discretion, may collect any fees, charges, penalties, assessments, taxes, and commissions due from Client by debiting any Client Account via the Account Analysis billing process or by charging Client’s Account. If Client elects Account Analysis, fees for Services used by Client may be offset by applying an earnings credit to Client’s service charges to determine a single monthly net service charge. In addition, Client shall be solely responsible for its own costs and expenses incurred for equipment, transmission charges, software, and other costs and expenses incident to any Services.

5. Service Limitations and Restrictions

Bank reserves the right to establish, in its discretion, limitations and restrictions with respect to Service transaction amounts, frequency of Service transactions and the types of Accounts that are eligible for Services. Client agrees not to exceed any transaction limitations established by Bank from time to time. Bank will communicate decisions regarding such transaction limitations to Client, to the extent not restricted by applicable laws.

6. Security Procedures

6.1 Commercially Reasonable Security Procedures. In connection with providing access to a Service, Bank and Client have established certain processes or procedures for the purposes of verifying that communications, orders, instructions, or inquiries regarding a Service transaction or other Service activity are those of Client, and/or for the purpose of authenticating Client or its Authorized Users (as defined below) in connection with Client's use of the Services, and/or for the purpose of authorizing transactions and other activity through the use of the Services (the "Security Procedures"). The Security Procedures may involve a security code, password, personal identification number, user identification technology, certificate, or other means, or method of authentication, identification or verification (the "Security Credentials"). Client's implementation and use of any Security Procedures, including any amended or modified Security Procedures, shall constitute Client's acceptance of such Security Procedures as a commercially reasonable means of preventing unauthorized activity and adequate for the purposes intended. If Client selects certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by Bank in connection with such Service, the Security Procedures selected by Client shall be deemed commercially reasonable to the same extent as the Security Procedures offered by Bank that provide greater protection.

6.2 Reliance on Security Procedures. Client authorizes Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures. Client agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Client's Account. Client acknowledges and agrees that Client shall be bound by any and all transactions and activity effected through the Service made in accordance with existing Security Procedures, until or unless Bank has received notification that existing Security Procedures have been compromised and Bank has had a reasonable opportunity to act upon such notice. Client further acknowledges that the Security Procedures are designed to verify the authenticity of instructions received by Bank and to control access to a Service and are not designed to detect errors in the content or transmission of instructions or information.

6.3 Security Administrator. As part of the enrollment process for certain Services (including Digital Banking, Lockbox and Remote Deposit Capture Services), Client must designate one or more Security Administrators, and Client agrees that there will be at least one Security Administrator at all times. Bank strongly recommends dual administration be set up for back-up purposes and to perform initiator and approver type duties. Client acknowledges that the responsibilities of Security Administrator include, but are not limited to: (i) assigning and maintaining all Security Credentials for all Authorized Users for applicable Services; (ii) designating Authorized Users, (iii) adding or removing eligible Accounts from Authorized User profiles; (iv) establishing limits, if any, on each Authorized User's authority to access specific information and/or conduct transactions; (v) promptly removing access for terminated employees or for employees no longer authorized to access or to perform specific duties, (vi) ensuring the proper implementation of Security Procedures by Authorized Users, (vii) reviewing Authorized User access periodically to ensure access to the applicable Services is restricted to users who need it in the performance of their job functions and (viii) properly securing Client's equipment and network systems to prevent inappropriate use. Bank may act on the instruction of Security Administrator until Bank shall have received written notice to the contrary. Bank shall be given a reasonable time to act on such written notice re-assigning the person designated as Security Administrator.

6.4 Authorized Users. The Security Administrator(s) shall have the authority to designate person(s) authorized to use a Service and to access any Account (each an "Authorized User" and collectively "Authorized Users"). Each Authorized User is authorized to conduct any transaction within the scope of this Agreement, unless such authority is limited by the Security Administrator or as otherwise expressly provided in the applicable Service Terms. Client acknowledges and agrees that any person knowing or in possession of Client's Security Credentials shall be treated as an Authorized User by Bank. Any Authorized User shall continue to be an Authorized User unless and until Client has notified Bank, as set forth herein, that such person or entity is no longer an Authorized User and until Bank has had a reasonable opportunity to act upon such notice.

6.5 Security Credential Protection. Client agrees to keep all Security Credentials strictly confidential and establish and

maintain all procedures necessary to ensure that the Security Credentials will be maintained in the strictest confidence.

Client agrees to immediately notify Bank if Client becomes aware of any of the following: (a) any loss, theft or suspected loss or theft of the Security Credentials of Security Administrator or any Authorized User; (b) any unauthorized use of the Security Credentials, or of the Digital Banking Service; (c) any failure by Bank to act on appropriate instructions received from Client in connection with the Digital Banking Service, which instructions or requests have been received and/or transmitted through the Digital Banking Service; or (d) any receipt and/or confirmation of instructions or requests which Client did not place, or any similarly inaccurate or conflicting report or information received.

6.6 Client’s Obligation upon Security Breach. In the event of any security incident related to Client, Client agrees to assist Bank in determining the manner and source of such incident. Such assistance shall include, but shall not be limited to, providing Bank or Bank’s agent access to Client’s systems or devices. Client further agrees to provide to Bank with any reports or analysis of Client’s systems related to the incident performed by Client, Client’s agents or law enforcement agencies to the extent legally permissible. Client agrees to take all reasonable remediation steps and provide any certifications or reports as requested by Bank in order to gain full access and use of the Services.

7. Client’s Internal Security Controls

Client is solely responsible for maintaining the physical, electronic, procedural, administrative and technical security of data and systems in Client’s possession or under Client’s control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as malware, keystroke loggers and/or spyware), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Client is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Client’s hardware, software or operating systems, and for protecting, securing and backing up any data and information stored in or on Client’s operating systems.

8. Representations and Warranties

Client represents and warrants to Bank, as of the date that the Agreement is accepted by Client and at each time any Service is utilized that: (i) Client is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in all applicable jurisdictions; (ii) Client has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement on behalf of itself and of its affiliates and subsidiaries, if and as applicable, and to abide by the terms hereof; (iii) the person who accepts this Agreement, and any person who accepts, completes or executes any Service Document, has been duly authorized to do so; (iv) any information provided by Client to Bank in respect of Client’s business affairs and financial condition is accurate and complete and truthfully reflects the business and financial condition of Client as of the period(s) covered by such information; (v) any and all information and data provided by Client to Bank in respect of any Service is accurate, complete, and without error; and (vi) Client is not a “consumer” and Client will use each Service solely for its own internal business purposes, and not for personal, family or household purposes.

9. Affiliated Business Entities

This Section applies only in the event that Client desires to group accounts that are owned by affiliated business entities under one master profile to have access to Services. The terms of this Agreement shall apply to all Services provided to each enrolled account. Client represents and warrants that any such affiliated business entity added to the Services has given Client express authorization to act on such affiliated entity’s behalf to enroll in and use any Service. Client acknowledges that each person who has access to act on Client’s behalf with respect to a Service is also authorized to act on behalf of each affiliated entity whose accounts are included in that Service.

Upon request by Bank, Client shall provide all corporate and organization documentation regarding each affiliated business entity added to the Services and all documentation evidencing Client’s authorization to act on behalf of such affiliated entity. Client agrees to notify Bank immediately if any such authority is revoked or amended. In the event Client has provided authorization for affiliated business entities through a separate written agreement between Client and Bank, then said separate agreement shall prevail and this Section shall not apply. Client agrees that Bank shall be entitled to rely upon Client’s warranty and Client shall hold Bank harmless and indemnify Bank from any liabilities, costs, losses, or causes of action related to or arising from accounts owned by affiliated business entities that are added to the Services.

10. Client’s Obligations

10.1 Financial Records. Client understands that Bank may, from time to time, request Client’s audited and consolidated financial statements (or if unavailable, statements certified by Client’s chief financial officer as true and fairly representing Client’s financial condition as of the dates thereof), and Client agrees to provide Bank with such statements within thirty (30) days following receipt of such request.

10.2 Compliance with Law. Client agrees to comply with (i) all applicable laws and regulations in connection with Client's use of the Services, (ii) any applicable operating rules and regulations imposed by any processing networks, funds transfer systems, or clearinghouses in which Bank participates and/or which process Service transactions, including, but not limited to the operating rules of the National Automated Clearing House Association ("NACHA"); (iii) Office of Foreign Assets Control ("OFAC") sanction laws, (iv) the United States Foreign Corrupt Practices Act of 1977, as amended, and (v) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001), as amended and all rules and regulations promulgated thereunder.

10.3 Prohibited Uses. Client agrees not to use or attempt to use any Service (i) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (ii) to breach any contract or agreement by which Client is bound, or (iii) to engage in any online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (iv) to engage in any transaction or activity that is not specifically authorized or permitted. Client acknowledges and agrees that Bank has no obligation to monitor Client's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement.

11. Electronic Records and Signatures

Client agrees and consents to enter into this Agreement and accept any other agreements, documents or information electronically and otherwise to transact a Service with Bank electronically. Client agrees that Client's electronic consent using the method required by Bank to accept service terms, conditions, and/or disclosures constitutes Client's electronic signature and signifies Client's intent to be bound. Client agrees that Bank's record of any such information, data, or records is the best evidence of the information set forth therein. Bank reserves the right to furnish to Client, and the right to require Client to furnish to Bank, writings or paper copies of information or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in Bank's discretion.

12. Confidential Information

Client acknowledges that this Agreement, all Service Documents, Security Procedures and all documents, materials, pricing, data and/or information, in whatever form or format, which relate to any Service ("Confidential Information") contains valuable, confidential, proprietary and protectable information that belongs to Bank, or its third-party service providers. Client shall keep all Confidential Information confidential and shall not disclose or otherwise make any Confidential Information available to any person other than Client's employees who are actively and directly participating in the use of the Services or any agents who need to know such information in order for Client to use the Services. Client shall cause any employee or agent who has access to Confidential Information to observe and comply with the terms of Client's confidentiality obligations. Client's obligations of confidentiality as set forth herein shall continue after termination of the Agreement or any specific Service.

Bank agrees that transaction, data and other information related to Services and any information provided by Client at the request of Bank will be maintained as confidential and will not be disclosed by Bank to any other person or entity except: (i) as necessary to perform such Service or in performance of any Bank obligation in this Agreement, including, but not limited to, disclosure to Bank's third-party providers; (ii) pursuant to a requirement or request of a governmental authority, court order or other legal or administrative process; and/or (iii) as required or authorized by law. Bank will maintain an information security program in compliance with federal law, which is designed to ensure the security, integrity and confidentiality of customer information, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Moreover, Bank will comply with all applicable laws and its current data privacy policy with respect to information obtained pursuant to this Agreement or in the performance of the Services.

13. Monitoring and Backup

Client agrees that Bank may record, retain, and/or monitor any information, data, or communications, including, without limitation, telephone conversations, made in connection with this Agreement or any Services without further notice or consent. All such information, data, and communications shall be and remain the property of Bank. Notwithstanding the foregoing, Bank shall have no obligation to store, retain or back up any information, data or communications and Client acknowledges and agrees that Client is responsible for the maintenance and storage of Client's own data and other information created through Client's use of any Service.

14. Disclaimers of Warranties, Limitations of Liability & Indemnification

14.1 DISCLAIMER OF WARRANTIES. BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, OR ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Client further acknowledges and agrees that no advice, statement, or information, whether oral or written, obtained by Client from

Bank, or through or from Client's use of any Service shall create any warranty, representation, promise, or agreement part of Bank not expressly stated in this Agreement.

14.2 Limitation of Liability. Bank's duties and responsibilities are limited to those described in this Agreement, the Account Agreement and any other agreements related to a Service. Bank will exercise ordinary care and perform each Service in accordance with reasonable commercial standards applicable to Bank's business, and in compliance with all applicable laws, regulations and this Agreement. To the fullest extent permitted by law, and except as otherwise expressly provided herein (and only to the extent so provided), the liability of Bank in connection with the Services will be limited to actual damages sustained by Client and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct or bad faith. In no event shall Bank be liable to Client for any incidental, special, indirect, punitive, exemplary, or consequential damages, including, without limitation, lost profits, loss of use, loss of data or attorneys' fees, in connection with the Services, regardless of whether Bank was advised, had reason to know, or in fact knew of the possibility thereof. These limitations will apply to all causes of action, whether arising from breach in contract, tort, strict liability, or otherwise.

14.3 Indemnification. Except for those losses caused directly by Bank's gross negligence or intentional acts, Client agrees to indemnify, defend, and hold Bank harmless from and against any and all losses, costs, suits, damages, claims, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, arising from or related to the performance by Bank of the obligations of Bank in providing the Services. The provisions of this section will survive the termination of this Agreement.

14.4 Force Majeure. Bank shall not be responsible for any non-performance or delay in performance of any of Bank's obligations or responsibilities hereunder nor shall Bank be liable to Client for any losses, costs, expenses, liabilities, claims or damages whatsoever, if such delay or non-performance was caused by Bank complying with any applicable law or rule, maintenance events on Bank's systems or the Services, or as a result of an Act of God, war, pandemic, epidemic, strike, lockout, riot, equipment or computer failure or malfunction, electrical power disruption or shortage, or communication, telephone or internet failure or malfunction, adverse weather conditions or any other reason outside Bank's reasonable control.

15. Termination and Suspension of Services or Transactions

15.1 Termination and Suspension. Except as otherwise provided in any of the Service Terms, any Service or this Agreement as a whole may be terminated at any time by either Bank or Client by giving not less than thirty (30) days prior written notice of such termination to the other party. Notwithstanding the foregoing, Bank may terminate or suspend any or all Service(s) effective immediately and without prior notice to Client if: (i) the Client fails to comply with any terms of this Agreement, including but not limited to the failure to pay any fees, charges or expenses when due; (ii) Client has a voluntary or involuntary petition in bankruptcy filed with respect to it, makes an assignment for the benefit of creditors or a receiver or similar authority is charged with administering its assets; (iii) if in Bank's opinion, there has been a material adverse change in Client's financial or business condition or Client's ability to perform its obligations under this Agreement; (iv) required to do so pursuant to any law, regulation or supervisory/regulatory agency, or (v) the Account necessary to provide a Service is closed in accordance with the Account Agreement, or is made subject to levy, garnishment, attachment or similar process or is overdrawn. No termination of this Agreement shall impair or affect the rights, obligations or remedies of either party which may have arisen or accrued prior to the effective date of such termination.

15.2 Bank's Right to Delay or Refuse to Process Transactions. Bank reserves the right, in its sole and absolute discretion, to otherwise delay and/or refuse to process any item, transaction or instruction with respect to any Service that (i) does not comply with the terms of and conditions of this Agreement and/or any Service Document (ii) is not complete, correct or current, (iii) is greater in frequency, amount or number than is permitted for the relevant Account or Service, (iv) relates to an Account that has been closed or exceeds the amount of available funds in the relevant Account or would reduce the balance of the available funds below any required minimum balance, (v) Bank, in good faith, believes such transaction or instruction is not genuine or authorized, conflicts with another instruction, or relates to funds on an Account over which there is a dispute, (vi) Bank suspects a possible breach of a Security Procedure or relates to an Account or Service that Bank suspects is being used for, or is the target of, fraudulent or illegal activity, or (vii) might cause Bank to violate applicable law or otherwise expose Bank to liability.

16. Notice

16.1 Notices to Bank. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Client to Bank pursuant to this Agreement or with respect to any Service shall be in writing and shall be

delivered by personal or hand delivery, nationally recognized express overnight delivery service (with charges therefore prepaid), or certified or registered mail, return receipt requested (with postage therefor prepaid). Notices shall be deemed

received upon receipt, if hand delivered or deposited with a nationally recognized express delivery service, or the t
Business Day after the notice has been deposited with the United States Postal Service. Client shall transmit notices to the
following address:

First Horizon Bank
Attn: Treasury Management Department
8201 Preston Road, Suite 200
Dallas, Texas 75225

16.2 Notices to Client. Client agrees that Bank may deliver notices to Client in writing or electronically (through e-mail or through notices sent via the Online Banking Service) by using the physical address, mailing address, or e-mail address provided by Client or the address which Bank reasonably believes to be the correct contact information for Client based upon Bank's records, or by providing the notice with an Account statement or through a particular Service. Any notice Bank sends you will be effective when sent or when Bank otherwise makes the notice available through a Service.

17. Equipment and Software

Bank may supply Client with certain software owned or licensed by Bank to be used by Client in connection with the performance of the Services. Client agrees that any software provided under this Agreement shall not be modified, altered, ended, recompiled, disassembled, reverse engineered or used for any purpose other than those directly connected to the performance of the Services.

Notwithstanding any other provision of this Agreement, Bank shall defend with counsel of its own choice and at its own expense any claim brought against Client that any software supplied by Bank infringes upon any United States copyright, and Bank shall pay any costs, damages, and reasonable attorney's fees finally awarded against Client on any such action, provided that (a) Client promptly notifies Bank of any claim and reasonably cooperates with Bank in the handling of such claim, and (b) Bank shall have sole control of the defense or settlement of such claim.

Client agrees not to remove, and shall include on any copy made, any proprietary rights or copyright notice placed on or within any software owned or licensed by Bank. Client also agrees to execute any license agreement required by Bank with respect to any software provided in connection with the performance of the Services. In the event of any conflict between the provisions of this Section and any such license agreement, the terms of the license agreement shall control.

All software, specifications, tapes or other media, programs and procedures supplied by Bank and used in connection with the performance of the Services, will be and remain the sole property of Bank. Client shall return such materials to Bank promptly upon request, and shall be responsible for any damages to any such materials incurred in shipping and usage other than normal wear and tear.

18. Governing Law

This Agreement shall be construed in accordance with and governed by federal law and the internal laws of the state in which the Account(s) resides (without regard to conflict of law principles).

19. Jurisdiction and Venue; Waiver of Jury Trial

Any suit, action or proceeding based on any matter arising out of or in connection with this Agreement or any transaction contemplated hereby may be brought in any federal or state court located in the County and State in which the applicable Account resides, and each of the parties hereby consents to the jurisdiction of such courts. TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION OR LEGAL PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES.

20. Miscellaneous Terms and Conditions

20.1 Amendments. Bank shall have the right to modify, amend, change, or supplement the terms of this Agreement, including any Service Term, at any time in Bank's discretion upon written or electronic notice to Client as set forth herein. Client agrees that a summary of any change in terms is sufficient notice. Any changes made by Bank shall be effective as provided in Bank's notice. Client agrees that Bank may in its discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in Client's favor without notice to Client. If Client does not agree to any change or amendment, Client must discontinue its use of the Services. By using any Service after any such change or amendment, Client agrees to and consents to that change or amendment. Client may in no way alter, modify, amend, or supplement this Agreement or any other document or agreement constituting a part of this Agreement, without Bank's prior express written agreement and consent in each instance.

20.2 Entire Agreement. This Agreement constitutes the entire understanding to date of the parties hereto regarding the Services and supersedes all prior and contemporaneous oral and written agreements of the parties thereto with respect to the Services, except that the Agreement supplements, but does not replace, other agreements, terms and conditions governing Client's Account(s) and/or any other services used by Client in relation to any such Account. In the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services.

20.3 Assignment. Client may not assign or transfer this Agreement, in whole or in part, without Bank's prior written acknowledgment and consent, which may be granted or withheld in Bank's absolute discretion. Bank may assign this Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities or duties hereunder, to any third party or parties in Bank's discretion and without notice to Client.

20.4 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, including, but not limited to, any transactions with respect to Services selected by Client, it being the intention of the parties that the Agreement be given its broadest possible effect. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

20.5 Interpretation. The parties agree that the parties have carefully reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

20.6 No Third-Party Rights. Unless otherwise provided, the provisions of this Agreement are for the exclusive benefit of the parties hereof; provided, however, that with respect to any software licensed by Bank from a third party, such third party shall be a third-party beneficiary to this Agreement solely for the purposes of enforcing Client's representations and covenants as they apply to the third party's software.

20.7 Waiver. A failure or delay on the part of Bank in exercising any right, power or remedy under this Agreement shall not operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. Where this Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such action or inaction shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise.

20.8 Construction. This Agreement shall be interpreted and construed in an impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

20.9 Successors and Assigns. All covenants and agreements contained in this Agreement made by or on behalf of the respective parties to such agreements shall bind their respective successors and assigns and shall inure to the benefit of their respective successors and assigns.

Service Terms and Conditions

Account Reconciliation Service

These Terms and Conditions provide information on the use of the Account Reconciliation (“ARP”) Service described below.

1. Description of Service

The ARP Service allows Client to facilitate the reconciliation of designated Account(s) by exchanging files to Bank with information regarding checks issued and checks deposited in such Account during the applicable statement cycles (each a “Reconciliation Period”). Client may also elect to receive partial account reconciliation reporting, which lists debits and checks paid during a Reconciliation Period or a deposit account reconciliation reporting which lists deposits to designated Account(s) during a Reconciliation Period.

2. Full Reconciliation Services

Bank shall match daily the Client’s cumulative “Check Issue File” with Bank’s own records of checks paid. At the end of the Reconciliation Period, Bank will provide all the reconciliation reports to the Client, along with an electronic output file, if requested.

2.1 Check Issue Files. Client shall transmit to Bank Check Issue Files for checks issued on designated Account(s). Each Check Issue File shall include a listing of the check number and account number which was MICR-encoded on each check, and the dollar amount of each check, for each check issued by Client, or on Client’s behalf, on the Account(s) since Client’s most recent Check Issue File was transmitted to Bank. Client will use a secure method of file delivery that is mutually agreeable to both parties. Check Issue Files received by Bank by 6:30 p.m. CT on a Business Day will be processed the same day. Check Issue Files received by Bank after 6:30 p.m. CT will be processed the next Business Day. Bank reserves the right to revise the cut-off time for Check Issue Files as set forth above.

2.2 Bank Processing of Check Issue Files. On the evening of each Business Day, Bank shall process the Check Issue File generated from the transmittal of the most recent Check Issue File and add the new check issue information (check number, account number, and dollar amount) to the existing history of checks issued on the Account(s), and checks paid on the Account(s), which history is maintained in Bank’s account reconciliation system. When checks on the Account(s) are presented to Bank for payment, Bank shall compare the check number, account number, and dollar amount on the checks that are presented with the check number, account number, and dollar amount of checks described in the account reconciliation system data in order to identify any checks for which such data on the checks does not entirely match such data in the account reconciliation system (“Suspect Items”). Bank will research and correct Suspect Items if possible. Any Suspect Item that cannot be corrected by Bank will be presented to Client for decision. If Client sends a daily file (and the last file of the month is sent on the first Business Day of the following month), all the files will be included on the reconciliation. Any files sent after the first Business Day of the following month will be included in the next reconciliation unless Client informs Bank in writing that its last file is sent by a specific day of each month.

2.3 Accuracy and Timeliness of Information. Client represents and warrants that all Check Issue Files provided to Bank by Client will be accurate and complete. Client accepts full responsibility for the accuracy of the Check Issue File. Bank will use reasonable efforts to provide the reports requested through the ARP Service in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Client shall be responsible for carrying out banking business through alternative delivery channels.

3. Partial Reconciliation Services

If requested during implementation, Bank will provide a report listing all the checks paid for the Reconciliation Period. An electronic output file will also be provided to the Client, if requested.

4. Deposit Reconciliation Services

If requested during implementation, Bank will provide a report listing all the deposits posted for the Reconciliation Period. An electronic output file will also be provided to the Client, if requested.

5. Security Procedures

Bank shall issue to Client a password to enable Client to transmit Check Issue File to Bank’s computer system, and Bank shall issue one or more personal identification number(s) (“PIN(s)”) to be used by Client in order to verify to Bank the authenticity of the Check Issue File. Client shall maintain the confidentiality of the password and PIN(s) and shall immediately notify Bank in writing in the event the confidentiality thereof has been compromised or Client believes it may be compromised. Bank shall be entitled to conclusively presume, and rely upon the presumption, that all information contained in the Check Issue File received by Bank which includes a PIN assigned to Client constitutes accurate information describing checks that have been validly issued by Client. Bank reserves the right to implement any additional security procedure at any time, or on a

case-by-case basis, but the absence of any additional verification procedure, or any failure to follow any additional verification procedure, shall not affect the foregoing presumption.

6. Testing

Client understands that a four-week lead time for testing is required to begin Full Reconciliation ARP Services. Partial and Deposit Reconciliation ARP Services take one week to be established. All services will start at the beginning of the next Reconciliation Period after the testing periods described above.

7. Documents

Client's use of this ARP Service depends upon all documents being magnetically pre-numbered ("encoded") in the proper location and in accordance with Bank specifications. Client agrees to receive any reports from Bank in the specified format and medium, on the scheduled day(s) and at the place(s) as agreed to by the parties.

8. Image Viewer

Through the use of the Image Delivery Service, or through any other agreed-upon method, Client may view images of all items (paid checks, deposits and items deposited). Bank will provide these images on a schedule as requested by Client in implementation.

Automated Clearing House (ACH) Transaction Service

These Terms and Conditions provide information on the use of the Automated Clearing House ("ACH") Transaction Service described below.

1. Description of Service

Client desires to transfer or receive daily funds from time to time by requesting that Bank transmit debit and credit entries through the ACH network, referred to herein as "Transactions." Bank may from time to time agree to accept Transaction requests, and in such case the Transaction shall be governed by the terms and conditions set forth herein, and, except as specifically modified by this Agreement or these Service Terms, Client's Account(s) shall be subject to the terms and conditions of the Account Agreement and any other written agreements affecting Client's Account(s). Further descriptions of services provided, processes and security procedures are described in the Service Documents.

2. Compliance with Rules

Client acknowledges it has a copy or has access to a copy of the Operating Rules of the National Automated Clearing House Association (the "NACHA Rules"). The NACHA Rules are available through NACHA at its website: <https://www.nacha.org>. Client agrees to comply with and be subject to the NACHA Rules as amended from time to time. In the event that Bank determines, in its sole discretion, that there has been a breach of the NACHA Rules, Bank may, in its sole discretion suspend all Transactions or lower Client's ACH limits, without advance notice.

3. Authorized Transaction Requests

Under any of the following circumstances, Bank shall be conclusively entitled to deem each Transaction request to be authorized by, and binding upon, Client: (i) if the Transaction request is made by Client or its actual or apparent agent; or (ii) if the Transaction request is issued in the name of Client and verified pursuant to the Security Procedures; or (iii) if Bank reasonably believes that the Transaction request was given or authorized by a representative of Client; or (iv) in the event Client utilizes the services of a third party to make Transaction requests in connection with payroll processing, cash concentration, or other functions, provided the Transaction request is issued in the name of Client and Bank reasonably believes that the Transaction request was given or authorized by a representative of such third party or was verified pursuant to a security procedure agreed upon between such third party on Client's behalf and Bank; (v) if Client utilizes the ACH Services by instructing Bank to accept telephonic, electronic or other Transaction request to send debit entries to deposit account(s) of Client customer(s) for credit to Client (or to revoke same), Bank may treat such requests as authorized by Client if the request is accompanied by the account number(s) or code(s) Client has assigned to its customer(s); or (vi) if a Transaction request qualifies for Same Day ACH processing in accordance with NACHA Rules and is received by Bank prior to established deadlines, and the Transaction request specifies an effective entry date that is on or before the current banking date, the Transaction will be processed as a same-day transaction and subject to additional fees and charges.

4. Types of Entries; Format of Transmissions

Client may only initiate entry types (standard Entry Class or “SEC” Codes) that Bank has expressly authorized. All authorized SEC Codes are set forth in the Service Documentation and subject to change from time to time. Client will transmit entries to Bank in the form of computer readable information via a mutually agreed-upon medium and in the format specified within the NACHA Rules.

5. Client Warranties

As to each Transaction request authorized (or deemed to have been authorized pursuant to Section 3 hereof) by Client, Client warrants to Bank each of the following: (i) that the Transaction request is authorized in accordance with the valid authorization (which remains in full force and effect) of the account holder(s) of the account which is to be debited or credited in connection with the Transaction; (ii) such authorization has been obtained either: (A) in the form of a writing signed by the account holder(s), or (B) in the form of an authorization statement furnished to the account holder(s) by Client, either in advance or at the time a particular transaction is authorized, which includes provisions as to the method for revocation thereof, and the account holder has furnished authorization to Client for the Transaction and Client has authenticated such authorization by means of a digital signature or code authentication procedure; (iii) that a copy or record of such authorization shall be retained by Client throughout the authorization period and for at least two years thereafter, and a copy of the authorization record shall be furnished by Client promptly upon request by Bank and/or the account holder; (iv) that the account holder shall be promptly notified by Client in the event an entry previously made may be and is (in accordance with NACHA Rules) reversed at Client’s request; (v) that each Transaction request is in the correct amount and conforms to all applicable laws and regulations, and Client is bound without limitation to the NACHA Rules and with all procedures established by Bank in connection with the ACH Service; (vi) that none of the files are “pass-through” files, i.e. a balanced file without settlement entries occurring through an account at Bank; (vii) that none of the Transaction requests relate in any way to high-risk activities, processing for which is prohibited by Bank, including online payment processors, certain credit repair services, mail order telephone order (MOTO) companies, online gambling operations, businesses located offshore or adult entertainment businesses; and (viii) that Bank’s initiation or execution of each Transaction request in accordance with its terms shall not give rise to any claim or defense which may be asserted by any account holder or other person against Bank. Client warrants and agrees that not only has it complied with and will comply with all rules and laws governing ACH transactions, but it will not originate transactions that violate any laws of the United States including those giving rise to OFAC sanctions.

6. Additional Client Warranties for Selected Standard Entry Classes

Client also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Client. Client indemnifies and holds Bank harmless from any liability arising out of Client’s breach of these warranties.

7. Financials and Right to Audit

Client agrees that it will provide financial information on itself on at least an annual basis and agrees that Bank may, with reasonable notice to Client, audit Client’s compliance with NACHA Rules and all other terms herein.

8. Client Indemnification

Client hereby agrees to indemnify and hold harmless Bank, its affiliates, and the directors, officers, employees, and agents of each of them from and against any and all liability, loss, claims, demands, expenses (including without limitation attorneys’ fees and litigation costs), or fines arising in connection with breach of any of the warranties set forth above and in the General Terms and Conditions or any breach of the NACHA Rules, including without limitation any damages or expenses sustained by Bank based upon an indemnity agreement between Bank and another financial institution or other third party, or arising in connection with any action or inaction by Bank in accordance with Client’s instructions.

9. Holds or Other Credit Mitigation

Client acknowledges that Bank shall have the right to implement holds or other reasonable credit mitigation processes if (i) in the opinion of Bank, credit quality has become impaired; (ii) Client generates higher than the industry average level of returns (as defined by NACHA); or (iii) Client improperly uses SEC Codes. Client further acknowledges that Bank in its discretion may require pre-funding for ACH credits, holds for future debit returns and/or reserve accounts. Upon termination of the ACH Services, Bank may require originators of debit entries to maintain certain balances for a reasonable period of time after ceasing debit originations.

10. Exposure Limits

Bank may establish and change (with or without prior notice) aggregate and individual dollar limits or exposure limits for a Client. Bank may refuse to process any Transaction in excess of the exposure limits at Bank’s sole discretion. Upon request, Bank will tell Client of any exposure limit in place. Client shall promptly notify Bank if Client anticipates a significant increase

or decrease in the dollar amount of any of its Transactions. Bank may, on an annual or more frequent basis, review Client exposure limits and make any adjustments that Bank may deem appropriate, in Bank's sole discretion.

11. Provisional Settlement; Returns

Client acknowledges that ACH debit entries may be returned by the receiving institution for insufficient funds or other reasons. In addition, the NACHA Rules provide that consumers have a lengthy period of time in which to cause ACH debit entries to be returned or charged back for reason of alleged lack of authorization. Any credit or consideration given by Bank to Client with respect to any Transaction request shall be deemed provisional, and Bank shall be entitled to revoke same without prior notice in the event the Transaction is returned, rejected, revoked or charged back to Bank. In the event a Transaction is returned or charged back for reason of alleged lack of authorization, Client may promptly submit to Bank such proof of authorization as Client may have with a request that Bank forward such proof to the receiving institution for its consideration. However, Bank's chargeback to Client of the disputed Transaction will remain final unless the receiving institution determines to accept the charge based on Client's proof of authorization. In the event an entry is returned for correction, Client agrees to make said correction before transmitting subsequent live entry to the receiver. Client agrees not to originate a Transaction where authorization has been revoked. In the event a return entry or Notification of Change (NOC) sent to Client is in error, Client will notify Bank within one business day of entry receipt.

12. Execution of Transfer Request

Bank shall have no obligation to accept and execute a Transaction request, despite any custom or practice to the contrary, and shall be entitled to make a decision on a case-by-case basis for each request. Bank is authorized, but shall have no obligation, to execute a Transaction request even though same may bring about or increase Client overdrafts, and no custom or practice of creating overdrafts shall obligate Bank to create others or to provide notice to Client of any change in such custom or practice. Bank may reject or delay origination of any Transaction at any time without prior notice, despite any custom or practice to the contrary, for, among other reasons, Bank's belief that the Transaction may cause Bank to violate the NACHA Rules, any regulatory or internal risk control program, or any applicable law or regulation.

13. Debit Blocks and Filters

Client may elect to block and/or filter certain Transactions in an designated Account. A debit entry block will block the posting of all incoming Transactions to a designated Account. A debit entry filter will block all incoming Transactions, except from specified Originators. Client shall be responsible for notifying Bank at least three (3) Business Days ahead of any Transaction to establish a debit filter. In addition to any other limitations of liability, Bank shall not be liable to Client for any damages caused by a Transaction being blocked, which includes any damages or losses relating to delays in posting, any losses, late fees, collection charges, holds on an account, or loss of good will, or harm to Client's reputation, with its suppliers, vendors, business partners, or other persons or entities.

14. Investment Advisor Disclaimer

Client understands that Bank is not an investment advisor and is not acting as a fiduciary to Client with respect to any Transaction, including International ACH Transactions. Client bears the sole risk of any and all market fluctuations in any currency traded or fees associated with these trades. Bank may pass through to Client any such charges imputed.

15. General

Client acknowledges and agrees as follows: (i) Except as otherwise specifically provided herein, any notice required in connection with the ACH Services may be given orally, in writing, or by electronic transmission pursuant to facilities established between the parties, if applicable; (ii) Any receiving, paying, or drawee institution receiving a Transaction initiated or executed hereunder may debit or credit an account based solely on the account number, without reference to any discrepancy in the account name, and Client shall be solely responsible for any error resulting from its failure to furnish correct and complete information with each Transaction request, including without limitation the correct account number(s); (iii) No attempt by Client to revoke or amend any Transaction request will be binding on Bank unless Bank actually receives complete and accurate notice thereof by such means as Bank may instruct and Bank has a reasonable opportunity to act thereon prior to release of the Transaction by Bank; (iv) Client agrees Bank is authorized to investigate, obtain and exchange reports and information regarding Client with credit agencies and others Bank believes to have a legitimate business need for such reports; (v) Client shall notify Bank immediately, and promptly confirm such notice in writing, upon discovery that the security thereof has been or may have been compromised, or that a Transaction has been conducted in error or without Client's authorization; (vi) Client shall retain data on file adequate to permit remaking of entries for five (5) business days following the date of their transmittal to Bank as provided herein and shall provide such data to Bank upon request; and (vii) Client acknowledges that Bank may, from time to time, need to temporarily suspend processing of a Transaction for greater scrutiny or verification against the Office of Foreign Assets Control (OFAC) Specially Designated Nationals list, and that this action may affect settlement and/or availability.

16. Limitation of Liability

Notwithstanding anything to the contrary in the General Terms and Conditions, Bank's liability with respect to loss of Client funds by reason of Bank's error shall not exceed the amount of funds transferred by Bank in error, reduced by the sum of (i) the amount of any benefit Client derived by reason of such error, and (ii) the amount of any recovery which Bank could have effected had Client promptly notified Bank of such error on the date Client discovered, or reasonably should have discovered, same. Except as provided herein, Bank shall not be liable for damages, losses, expenses, demands, or claims of any type or amount, regardless of whether the cause of action is asserted in tort, in contract, as a breach of statutory or other legal duty, or otherwise.

17. ACH Third-Party Sender

17.1 Registration. Prior to originating any ACH transaction on behalf of another party, Client shall provide Bank with all requested information for purposes of Bank registering Client as a Third-Party Sender with NACHA. Client shall promptly notify Bank of any changes to the information provided in connection with the Third-Party Sender registration.

17.2 Third-Party Sender Rules. Client as a Third-Party Sender agrees to be bound by the NACHA Rules as in effect from time to time, and that for Entries for which Client is the Originator, Client will not initiate such Entries in violation of the laws of the United States. For each Entry for which Client is not the Originator, Client agrees that it will not transmit to Bank any Entries that violate the laws of the United States and that it has entered into an agreement with the Originator that satisfies the requirements of the NACHA Rules, and includes, among other things, the following: (i) Client has been authorized by each Originator to send Entries to Bank and Client authorizes Bank to process each Entry on behalf of the Originator; (ii) Client's customers assumes the responsibilities of an Originator under the NACHA Rules and agrees to be bound by the NACHA Rules; (iii) Entries may not be initiated that violate the laws of the United States, including without limitation the regulations issued by the Office of Foreign Assets Control; (iv) Client may at any time refuse to process an Entry for that customer, including enforcing restrictions on the types of Entries that may be originated; (v) Client may terminate or suspend such agreement for any breach of the NACHA Rules by its customers; and (vi) the right of Client to audit its customers' compliance with such agreement and the NACHA Rules. Client further agrees that in the event they breach the NACHA Rules or these Service Terms in any way Bank may suspend or terminate the ACH Service immediately without advance notice.

17.3 Transmittal of Entries. Client, as a Third-Party Sender, shall transmit credit and debit Entries to Bank in a format and other requirements as Bank may require. Client agrees that its ability to originate Entries on behalf of other parties is subject to ACH exposure limits in accordance with the NACHA Rules and as Bank may establish. Client further agrees that it will comply with the requirements and standards for approval of a new Originator as Bank may require, including providing all required information prior to submitting any transaction for a new Originator. Client agrees to provide any information Bank deems reasonably necessary to identify each Originator for which Client transmits Entries and/or to audit the Client's compliance with this Section 17. Such information will be provided to Bank upon request within two business days of the receipt of the request. Client agrees to provide Bank access to files and records of all Originators, and authority to conduct periodic audits of these files to ensure the Client's compliance with Bank's policies.

17.4 Obligations of Client as a Third-Party Sender Under the NACHA Rules. Except for any entry initiated by Client as an Originator, in addition to any other duties, responsibilities, warranties, representations and liabilities under this Section 17, for each and every Entry transmitted on behalf of another person, Client represents and warrants to Bank and agrees that Client shall: (i) perform all duties, including but not limited to, the duty to identify Originators, or any Originator acting in the capacity of a downstream or "nested" third-party sender; (ii) assume all of the responsibilities, including but not limited to, of ODFI and Originator; (iii) make all of the warranties, including but not limited to, the warranties of ODFIs, including, but not limited to, monitoring the origination and return activity of its Originators across multiple Settlement Dates, enforcing restrictions on the types of Entries that may be originated through its Originators, and enforcing, with respect to its Originators, exposure limits, and the warranties of Originators under the NACHA Rules; (iv) make all of the representations; and (v) assume all of the liabilities, including but not limited to, liability for indemnification for failure of an Originator to perform its obligations as an Originator, or a Third-Party Sender in accordance with the NACHA Rules.

17.5 Third-Party Sender Representations and Agreements. With respect to each and every Entry transmitted by Client on behalf of another person, Client represents and warrants to Bank and agrees that (i) each person shown as a Receiver on an Entry received by Bank from Client has authorized the initiation of such Entry and the crediting or debiting of its Account in the amount and on the Effective Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Client are limited to those types of credit and debit Entries as approved by Bank, (iv) Client shall perform its obligations under these Service Terms in accordance with all applicable laws, regulations and orders, including but not limited to the sanctions, laws, regulations and orders administered

by OFAC, laws, regulations and orders administered by FinCEN, and any state laws, regulations or orders applicable to providers of ACH payment services, and (v) Client shall be bound by and comply with the provisions of the NACHA Rules (among other provisions of the NACHA Rules) making payment of an Entry by an RDFI to the receiver provisional upon receipt until receipt is final settlement for such Entry. Client specifically acknowledges that it has received notice of the NACHA Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry. Client agrees to provide notice of this NACHA Rule to the Originator.

17.6 Indemnification. Client shall indemnify Bank against any loss, liability or expense (including attorney's fees and costs) resulting from or arising out of any breach of any of the warranties, representations, obligations or agreements set forth in this Section 17.

17.7 Compliance Audit and Assessments as a Third-Party Sender. Client agrees to conduct no less frequently than annually an audit and assessment of its compliance with the NACHA Rules, all required security procedures, and any applicable state or federal laws. Client shall provide the findings from all required assessments and audits to Bank on an annual basis. Client grants to Bank the authority to conduct periodic site visits to assess Client's compliance with the NACHA Rules, all required security procedures, and any applicable state or federal laws. Client agrees to provide Bank access to files and records of all Originators, and authority to conduct periodic audits of these files to ensure Client's compliance with Bank's policies.

ACH Positive Pay Service

These Terms and Conditions provide information on the use of the ACH Positive Pay Service described below.

1. Description of Service

The ACH Positive Pay Service gives Client the ability to authorize certain electronic ACH debits through the Digital Banking Service to pay as one-time entries or as recurring entries based on certain criteria before such electronic debits are posted to a designated Account(s) for payment. Bank then can compare such information with ACH debit entries which are presented for payment and identify potentially suspect items which might be forgeries or unauthorized items. If an ACH debit entry does not meet Client's criteria, the transaction will be blocked and each blocked entry will be presented to Client for a decision on such transaction.

2. Presentments and Approvals

ACH debits are received with an effective date, which reflects the date upon which the applicable Account would be debited if approved for payment. In most cases, items are received one (1) Business Day in advance of the effective date and will be available for Client to review. Alerts of items for your review will be sent via the designated information provided in the implementation process. Items presented which have not been approved for payment will be returned by default after 3:00 p.m. ET, unless Client and Bank agree to a different default setting.

3. Clients Using Both ACH Positive Pay and Positive Pay

ACH Positive Pay is a pre-posting solution. Items will be presented through the Digital Banking Service prior to being charged to the applicable Account. Positive Pay reviews items after posting, and allows for checks converted to ACH with an entry class code of "ARC" (Accounts Receivable Entry), "POP" (Point-of-Purchase Entry), "BOC" (Back Office Conversion), or future ACH entry class codes that represent check conversion to be compared against the Client's Issue File (as defined in the Positive Pay Service terms), with items not matching information in Client's Issue File (account number, check number and check amount) being referred to Client. Therefore, if a client enrolls for both services, it will be possible to review the same ACH entry from both processes.

ACH Tokenization Service

These Terms and Conditions provide information on the use of the ACH Tokenization Service described below.

1. Description of Service

Bank offers an ACH Tokenization Service for storing Client's payment-related information in exchange for a unique identification code, which is used to process a Transaction (as defined in the ACH Service Terms). Client's customer data is protected during the processing of a Transaction request, preventing the interception and unauthorized use of Client's customer data

2. API Credentials

Client will receive access credentials for access to Bank's application programming interfaces ("APIs"). Client's credentials enable Bank to associate Client's API activity. Except as permitted herein, (a) Client must keep the API credentials and all login information for the ACH Tokenization Service secure, (b) you may not share the API credentials with any third party, unless it is for integration purposes to receive the ACH Tokenization Services, and (c) you will not access the API by any means other than the API credentials you receive from Bank. API credentials are the exclusive property of Bank, and your access to and use of API credentials at Bank's sole discretion. All activities that occur using your API credentials are Client's responsibility. Client should keep the API credentials secret and notify Bank immediately if Client believes the API credentials have been compromised in any manner.

3. Customer Data

In addition to the warranties and indemnities stated in the ACH Service Terms, Client warrants that information given to Bank pertaining to each of Client's customers is true and correct and agrees that it is Client's sole responsibility to convey such information to Bank. Upon receipt of Client's payment-related information for customers and other third parties, Bank will commence the account tokenization process whereby Bank captures and stores Client's payment-related information, including bank routing number, account number and any metadata specific to Client's customer ("Customer Data") and returns to Client a series of randomly generated alphanumeric characters, referred to each as a token ("Token") in place of Customer Data. All Customer Data will be maintained in Bank's Token vault ("Token Vault") on a secure cloud-based, internet-connected server where the issued Tokens and the account numbers they represent are stored. Bank will deliver to Client via APIs a Token for Client to update its records for future transactions associated with each Client customer. It is Client's responsibility to save the encrypted Token on its system and update the API as appropriate for any additions or changes to Customer Data. When Client is ready to process a Transaction request for its customers, the Token is transmitted to Bank along with detailed Transaction information via ACH file or API request. Bank then converts the Customer Data and creates an ACH file prior to transmitting the file to the ACH network.

4. Notification of Change

If Bank, on your behalf, receives a Notification of Change ("NOC") for any Transaction you submit using a Token, the NACHA Rules require the Originator to make the requested changes within six (6) banking days of the receipt of the NOC or prior to the initiation of another Transaction. Upon receipt of an NOC for any Transaction initiated using a Token, Client instructs Bank to change the designation of the Token to "Inactive" and create a new Token using the information in the NOC to update the Customer Data in Bank's Token Vault, and Bank agrees to provide Client a return report for Client to update its Tokens. Client hereby agrees to indemnify and hold harmless Bank, its affiliates, and the directors, officers, employees, and agents of each of them from and against any and all liability, loss, claims, demands, expenses (including without limitation attorneys' fees and litigation costs) that might result from Bank's action on behalf of Client to update its Customer Data.

5. Active Tokens

Bank shall maintain all Tokens based upon Client's designation of a Token as "Active", "Inactive", or "Deleted", using those terms. An Active Token may become Inactive upon Client updating any Customer Data associated with a particular customer, or upon Bank's update to Customer Data upon receipt of an NOC. Client may select the retention period for Bank to maintain an Inactive Token; provided, however, that an Inactive Token may not be deleted before sixty (60) calendar days from the date the Token became Inactive. Bank's fees and charges for storage of Tokens is assessed monthly.

Business Bill Pay Service

These Terms and Conditions provide information on the use of the Business Bill Pay Service described below.

1. Description of Service

The Business Bill Pay Service allows Client to (i) initiate and authorize payments from a designated Account to an individual or business (a "Payee"); (ii) set up recurring payments; and (iii) view payment history under the Business Bill Pay Service. In order to access the Business Bill Pay Service, Client must be enrolled in and agree to the terms and conditions of the Digital Banking Service.

2. Payments

Client may use the Business Bill Pay Service to make one-time or future or recurring payments to Payees. Client agrees to follow the applicable Service instructions provided in order to schedule and initiate payments. For each scheduled payment, the Business Bill Pay Service will designate the earliest possible payment date. When scheduling a payment, Client must schedule a payment date that is no later than the due date on the applicable bill. The payment will be made either by (i) transferring funds electronically

from the designated Account to the Payee or (ii) preparing a paper check to the Payee and mailing it via first-class mail. Bank acknowledges and agrees that the submission of payment instructions under the Business Bill Pay Service authorizes Bank to withdraw funds from the designated Account and make the payment as directed. For any payments made (either payments made electronically or by check), funds are debited from the designated Account the same day that the payment is processed through the Business Bill Pay Service regardless of when Payee receives the payment. Bank shall make that payment unless Bank has some reason not to do so, for example if the designated Account has insufficient funds (including funds available under any discretionary overdraft line of credit or other overdraft protection). Client is responsible for any non-sufficient funds or overdraft charges, as set forth in the Account Agreement. Bank will automatically execute bill payments according to Client's instructions and will continue until such instructions are canceled.

3. Payment Information

Client agrees to provide such information as Bank may request in order to process payment transactions initiated through the Business Bill Pay Service. This information may include the name and address of the Payee or Payee's bank account number. Client is responsible for ensuring that the information provided is current, accurate, and complete, and Client assumes responsibility for any transaction error that results from stale, inaccurate, or incomplete information furnished or entered into Business Bill Pay Service by Client. Payee information may be amended once set up by following the applicable instructions in the Business Bill Pay Service. Bank shall have a reasonable opportunity to process any amended information, and such amended information may not be applied to transactions already in process. Client acknowledges and agrees that Bank may edit or alter data or data formats according to the Payee's directives and/or in order to process payment transactions more efficiently.

4. Payee Participation; Payment Refusal

Bank makes no representation or warranty that a specified Payee will participate or be able to receive payments initiated through the Business Bill Pay Service. Client should be aware that some Payees do not accept electronic payments or other payments through the Business Bill Pay Service. Bank reserves the right to select, in Bank's sole discretion, the method by which to remit funds on your behalf to a Payee. When Bank receives such notice of refused electronic payment, Bank will prepare and mail a paper check to the Payee. Bank further reserves the right, to the fullest extent permitted by law, to refuse to pay any Payee to whom Client may direct a payment. In the event that Bank is unable to, or declines to, process or complete payments to a Payee, Bank will notify Client that payment must be made through other means. Client acknowledges and agrees that Bank will not be liable in the event any Payee does not, cannot or refuses to accept payments initiated through the Business Bill Pay Service, or in the event any payment submitted to a Payee is returned, or in the event Bank exercises our right to decline to complete payments to such Payee.

5. Payment Timing

Client should take into account delays that arise in processing and/or mailing paper checks. The Business Bill Pay Service provides "Deliver By" or "Arrives By" dates. These dates are estimates only, and delivery of the scheduled payment is not guaranteed by the dates provided. For payments made electronically, funds are debited from the designated Account the same day that the payment is processed. Each Payee may have additional delays in processing a payment. In addition, payments made by paper check may not be received by the Payee until a few days later. Therefore, to avoid incurring any finance or other charge imposed by the Payee, Client must schedule a payment sufficiently in advance of the payment due date.

6. Payment Processing

In general, Client may schedule bill payments for the current business day or any date in the future, and Bank will process your payment on the date scheduled. Payments will be processed twice each Business Day (excludes Saturdays, Sundays and holidays) at 8 a.m. ET and at 3 p.m. ET. If Client schedules a payment to be processed before 8 a.m. ET for payment that day, it will be processed at 8 a.m. ET; subsequently, if Client schedules a payment to be processed after that time, it is processed at 3 p.m. ET that same day. If Client schedules a payment to be processed after 3 p.m. ET, it will be processed the next business day at 8 a.m. ET.

7. Recurring Payments

Recurring payments must be for the same amount each month, and these will be sent on the same calendar day of each month. If such day does not fall on a business day, the payment will be processed in accordance with your selected time preference during the establishment of the recurring payment in the Business Bill Pay Service.

8. Late Payments

Client is responsible for ensuring that bills are paid on time. Client is responsible for any late fees or finance charges because a payment was not made in a timely manner. Bank is not responsible for any delay or adverse consequence from the choice of payment methods, from delays in the delivery of mail or from the improper handling or transmission of payments by any third

party. Bank is also not responsible for the failure of a Payee to accept, process or properly post a payment in a timely manner. Bank has no obligation to notify you if a payment is incomplete because there are insufficient funds in the designated Account. In all cases, Client must either make alternate arrangements for the payment or must reschedule the payment through the Business Bill Pay Service.

9. No Duty to Monitor

Bank has no duty to monitor payments made through the Business Bill Pay Service.

10. Cancellation of Payment

To cancel a scheduled bill payment, Client must cancel the payment online before the time it is scheduled to be processed.

11. Stop Payment Requests

11.1 Electronic Payments: Once an electronic payment has been processed and the designated Account debited, an electronic payment cannot be stopped or canceled.

11.2 Paper Check Payments: Client may request that Bank stop payment on a paper draft drawn against a designated Account if bank has not accepted, certified, made final payment on or otherwise become accountable for the item. If the paper draft has not cleared, Bank will process the stop-payment request. To be effective, the stop-payment request must precisely identify the name of the Payee, the account number, the amount and scheduled date of the payment, and the Payee ID number from the Business Bill Pay Service "Payment History" Screen. Client may be required to confirm the stop payment request in writing and mail it to us within 14 days of the request. Client will incur stop-payment charges as provided for in the Account Agreement.

Business Investment Account Service

These Terms and Conditions provide information on the use of the Business Investment Account ("BIA") Service described below.

1. Description of Service

On each Business Day, Bank shall automatically transfer excess funds above a minimum balance (the "Target Balance") between designated Account(s) ("the Checking Account(s)") and a repurchase agreement account held by Bank in Client's name (the "Investment Account") pursuant to the terms and conditions of these Service Terms.

2. Service Setup

Client shall identify the designated Checking Account(s) and specify the Target Balance with Bank during implementation of the BIA Service. Client may change the Checking Account and/or Target Balance upon written notice to Bank, which shall be effective after a reasonable time for Bank to implement such change.

3. Transfers to Repurchase Account

On each Business Day, when the amount of "collected funds" in any Checking Account(s) exceeds the Target Balance, Bank will automatically transfer the surplus funds to the Investment Account. Client acknowledges that Bank may establish (and change from time to time) (i) a minimum balance to be maintained in the Checking Account, (ii) a minimum and maximum balance required or permitted in the Investment Account, and (iii) other terms and conditions affecting this BIA Service. For purposes of these Service Terms, the term "collected funds" means those funds which Bank deems available to Client in the Checking Account for purposes of pricing and account analysis. Client acknowledges that such "collected funds" may not coincide with ledger balance, nor the time by which Bank actually receives provisional or final credit for checks and similar items deposited to the Checking Account.

4. Daily Repurchase Agreements

Funds transferred to the Investment Account will be invested immediately in a repurchase agreement maturing the following Business Day ("Daily Repurchase Agreement"). Upon maturity of each Daily Repurchase Agreement, Bank will automatically transfer the proceeds back to the Checking Account. Bank shall have no obligation to pay or redeem any Daily Repurchase Agreement by any other means than automatic transfers to the Checking Account.

5. Nature of Investments

5.1 Underlying Securities. Each Daily Repurchase Agreement shall represent the direct obligation of Bank to repay, at maturity, the purchase price thereof, secured by the transfer to Client of an undivided interest in obligations owned by Bank and issued, or guaranteed by, the United States Government or agency thereof (the "Underlying Securities"). The aggregate

purchase price of all Daily Repurchase Agreements and other obligations secured by such Underlying Securities will exceed the market value (determined as described herein) of such Underlying Securities. For such purpose, Bank will value such Underlying Securities at least monthly based on a recognized pricing service for securities of that type.

5.2 No FDIC Insurance. The Investment Account and the Daily Repurchase Agreements are not deposits and are not insured by the Federal Deposit Insurance Corporation. No payments to Daily Repurchase Agreements will be made to Client by the government, and the government has not guaranteed Bank's obligation to repay the purchase price. Bank expects to repay the purchase price from its general funds. Client will not share in any loss or profit occasioned by fluctuations in the value of the Underlying Securities or Bank's receipt of income or liquidation proceeds of the Underlying Securities. The Underlying Securities will be held by Bank or its agent. Bank represents that it has taken the necessary steps to ensure that the Client's investment in the repurchase agreement meets the requirements of a "qualified financial contract" so that in the event of Bank's insolvency, the FDIC will recognize the Client's security interest in the Underlying Securities. In the event of Bank's failure:

(i) Checking Account. The FDIC, as insurer and receiver, generally will determine FDIC insurance coverage of the Checking Account by using Bank's ordinary processing rules to ascertain the end-of-day balances in the Checking Account. Funds transferred from the Checking Account to the Investment Account are internal transfers, and under the FDIC processing rules, the funds will transfer prior to establishment of the end-of-day balance for the Checking Account. Provided that the value of the Underlying Securities at least equals the dollar amount of funds transferred to the Investment Account, Client's swept funds will be fully protected in the event of Bank's failure.

(ii) Daily Repurchase Agreement Investments. If Bank were to fail, treatment of funds invested in a Daily Repurchase Agreement will depend on the nature of actions taken by the FDIC. If Bank were acquired by another financial institution, the Underlying Securities and the Daily Repurchase Agreement would be transferred to the acquiring institution and the funds invested in the Daily Repurchase Agreement normally would be swept back into Client's Investment Account on the business day following failure. In the alternative, if Bank is liquidated by the FDIC, Client would receive a check or other payment from the FDIC in an amount equivalent to the value of the Daily Repurchase Agreement according to the FDIC's normal procedures.

6. Interest

Bank shall pay interest on outstanding Daily Repurchase Agreements at the per annum rate determined by Bank, in its sole discretion, from time to time (the "Repurchase Rate"). Client acknowledges that Bank may establish varying Repurchase Rates for Daily Repurchase Agreements of varying denominations. Client may contact Client's Relationship Manager for information concerning the Repurchase Rate(s) in effect on any Business Day for Daily Repurchase Agreement(s) and the denominations to which such rates apply. Interest will be compounded daily and credited monthly to the Investment Account then automatically transferred to the Client Checking Account(s). Client acknowledges that the Repurchase Rate(s) will not be the rate(s) (except coincidentally) payable on the Underlying Securities and may not equal the rate established by Bank for repurchase agreement transactions which are not made pursuant to this BIA Service.

7. Documentation

Bank will send Client a written confirmation of each Daily Repurchase Agreement. In addition, Bank will send Client a monthly account statement reflecting transactions in Client's Investment Account and the interest earned for such month. All matters reflected in such statements, including interest earned, shall be deemed binding upon Client unless Client gives Bank written notice to the contrary promptly, and in no event later than thirty days after the statement date.

8. Assignment; Setoff

The Investment Account and all Daily Repurchase Agreements issued hereunder shall be non-negotiable and non-assignable and shall not be transferable by Client in any manner. Client can access the Investment Account only through its designated Checking Account linked to the BIA Service, and Bank shall have no obligation to honor any withdrawal, transfer or similar order drawn directly on the Investment Account or any Daily Repurchase Agreement. Client authorizes Bank to apply or set off at any time, and without further notice, any Daily Repurchase Agreement and the proceeds thereof to or against all indebtedness, whether now existing or hereafter created and whether direct or indirect, which at any time may be owed by Client to Bank.

Cash Processing Service

These Terms and Conditions provide information on the use of the Cash Processing Service described below.

1. Description of Service

The Cash Processing Service includes the following cash processing services: “General Cash Vault,” “National Vault,” “Remote Cash Deposit,” and “Change Order Processing” to be provided by Bank to Client. In connection with the use of the Cash Processing Services, cash, currency and/or other valuables may be held in a vault (or safe) and/or transferred via armored courier or other means to Bank for deposit into Client’s Account(s); or ordered by the Client and/or transferred via armored courier or other means to Client when funds are available in Client’s Account(s).

2. Use of Courier

In connection with any Cash Processing Services described herein, Client may use the services of an armored car courier or other such service (“Courier”). Client shall choose its own Courier, subject to Bank’s approval (an “Armored Courier”), and Client agrees that such agent is an independent contractor and not an agent, employee or other representative of Bank. Disputes between Client and Courier with regard to Services described herein shall be solely between those two parties. Neither Bank nor its employees or agents shall supervise, direct or control the performance of a Courier under the Cash Processing Service. Bank does not arrange for any deliveries on behalf of Client with a Courier and Bank is not liable for the actions and/or inactions of any Courier. A shipment by Client to Bank via Courier shall be deemed received by Bank at the time of the Courier’s delivery of such shipment to Bank’s authorized processing facility. A shipment by Bank to Client shall be deemed received by Client at the time of Bank’s delivery of such shipment to the Courier.

3. General Cash Vault Services

Should Client choose to utilize General Cash Vault, Client will cause delivery of currency, coin or other items for deposit to Client’s designated Account(s) by Courier or otherwise, to be delivered in locked and securely sealed bags furnished by Client. Client authorizes Bank to open these bags when delivered to Bank’s Cash Vault area. Bank is also authorized to inventory the contents of each bag and to deposit them on Client’s behalf into Client’s designated Account(s), whether or not Client or its agent is present. No relationship of debtor or creditor shall arise as to any money, securities or property of any kind placed in the bag(s) until the duly authorized Bank representative has opened the bag(s), inventoried the contents and deposited them, as evidenced by the issuance of a duplicate deposit slip or other form of proper receipt or inventory in the amount ascertained by Bank. The relationship between Client and Bank as to the contents in the bags shall be that of gratuitous bailment of such property until Bank has placed the contents on deposit as herein indicated, and Bank’s liability shall be only that of a gratuitous bailee while the property is in Bank’s custody prior to deposit. If any discrepancy exists between the amount deposited for credit and the amount shown on the deposit ticket or memorandum contained in or accompanying any bag, Client agrees to be bound by Bank’s count. Bank shall notify Client of any discrepancy, on the terms, in the manner, and within the time frame specified by Client and agreed to by Bank.

4. National Vault

Should Client choose to use National Vault, Client will contract with a Courier to transport currency, coin or other valuables in locked or securely sealed bags to an agreed-upon vault area, and Courier will be authorized to open the bags, verify amounts enclosed and provide Bank a transmission file, upon which Bank may rely, so deposit may be made into Client’s designated Account(s). When Bank has received the aforementioned transmission file from Courier approved by Bank, Bank will make funds available to Client. If any discrepancy exists between the amount deposited for credit and the amount shown on the deposit ticket or memorandum contained in or accompanying any bag, Client agrees to be bound by Courier’s count. Courier will notify Bank and Bank shall notify Client on the terms, in the manner, and within the time frame specified by Client and agreed to by Bank of any discrepancy. National Vault service may also be utilized for Change Order Processing as described below, whereby Client places its change order via Courier’s website. Courier will notify Bank prior to filling the order so that verification of funds available for withdrawal can occur and, assuming the availability of funds, Courier will fill the order.

5. Remote Cash Deposit

Should Client choose to use Remote Cash Deposit, Client will contract with a Courier approved by Bank to provide a safe on Client’s premises, into which currency may be deposited. Once funds are deposited into the safe, they are electronically counted via equipment owned by Courier, and a transmission is sent from Courier to Bank for same-day deposit into Client’s designated Account(s). Bank shall rely on the transmission from Courier and any dispute regarding same shall be resolved between Courier and Client. Courier shall make a daily report available to Client regarding deposits made via this Remote Cash Deposit service.

Remote Cash Deposit may also be utilized for Change Order Processing as described below, whereby Client places its order via Courier's website. Courier will notify Bank prior to filling the order so that verification of all can occur and, assuming the availability of funds, Courier will fill the order.

6. Change Order Processing

Client may contact Bank and request coin and/or currency amounts by specific denominations, in minimum quantities as Bank and Client agree. When a change order request is made, Client's available balance will be verified to ensure availability of funds. If funds are available, Bank will fill the order and send the coin and/or currency to Client in locked or securely sealed bags via Courier, with whom Client has contracted, or will convey the currency and/or coin in person to a duly qualified representative of Client, mutually agreed to and approved by both Client and Bank. If Change Order Processing is done via National Vault or Remote Cash Deposit, as described above, Courier will be responsible for verifying funds with Bank and transmitting information to Bank once the order is processed. In the case of a discrepancy regarding a change order shipment, Client shall notify Bank and Courier promptly within 48 hours by telephone of any discrepancy.

Check Print Service

These Terms and Conditions provide information on the use of the Check Print Service described below.

1. Description of Service

The Check Print Service enables Client to transmit data files to Bank electronically, which contain specific payee information ("Payment Instructions") for the processing, printing and mailing of one or more checks to Client's payees.

2. Processing of Files

Bank will print and remit checks based on Client's Payment Instructions, and checks will be issued against Client's designated Account(s). Check data files must be in a format acceptable to Bank. Bank's standard process is that acceptably formatted files received before 10:00 p.m. CT on a Business Day will be processed and mailed the following Business Day. Upon acceptance by Bank, checks may be issued and mailed the same day if Client specifically requests same-day delivery and the check data file is received by Bank before the same-day cutoff time on a Business Day as established by Bank. Client understands that same-day processing fees will apply.

3. Bank Liability for Service

Bank will use its best efforts to print and remit checks based on Client's Payment Instructions. However, Bank shall incur no liability if it is unable to complete any payments initiated through the Check Print Service because of the existence of any one or more of the following occurrences: (i) Bank's processing center is not working properly and Client has been advised by Bank about the disruption in Services before Client's transmittal of a data file; (ii) the payee mishandles or delays a payment sent by Bank on Client's behalf; (iii) Client has not provided Bank with the correct Payment Instructions (i.e., correct payee name, address, and account information for the payee); (iv) Client's Payment Instructions and the payment may violate laws or regulations of the United States, including those giving rise to OFAC sanctions. Provided none of the foregoing exceptions are applicable, if Bank causes an incorrect amount of funds to be removed from a designated Account(s) or causes funds from an Account to be directed to a payee which does not comply with the corresponding Payment Instructions, Bank shall be responsible for returning the improperly transferred funds to such Account and for directing to the proper payee any previously misdirected transactions.

4. Client Obligations

Client will designate and maintain one or more non-interest-bearing Account(s) at Bank and agree to have such Account(s) debited for the amount of each check issued on Client's behalf. Prior to commencement of the Check Print Service, Client will furnish to Bank such data, authorizations, and other information, forms and documents as Bank may request and Client shall do so in sufficient time to enable Bank to perform its preparation and testing functions. All data and information furnished to Bank by Client, its agents and employees shall be in a form acceptable to Bank.

5. Positive Pay Services

The Check Print Service includes a "positive pay" service for which an electronic listing of all new checks processed and printed on behalf of Client ("Issue File") are compared with checks which are presented for payment to identify potentially suspect items which might be forgeries or unauthorized items. Client must be enrolled in the Positive Pay Service and agree to adhere to the terms and conditions provided in the Positive Payment Service Terms.

6. Authorized Transactions

Under any of the following circumstances, Bank shall be conclusively entitled to deem the Payment Instructions to be authorized by, and binding upon, Client: (i) if the Payment Instructions and the electronic transmission of a file are made by Client or its actual or apparent agent, or (ii) if Bank reasonably believes the Payment Instructions and the electronic transmission of a file were sent in accordance with the Security Procedures in place for the Check Print Service.

ClearPath Fast PaymentsSM Service

These Terms and Conditions provide information on the use of the ClearPath Fast Payments Service described below. For purposes of the ClearPath Fast Payments Service Terms, Client may also be referred to herein as “you” or “your.”

1. Description of Service

The ClearPath Fast Payments Service enables Client to send payments to its payees (“Fast Payment”) at any hour and on any day provided adequate funds are available in the Disbursement Account, as defined below. A “Payee” is any person, including a business, receiving a payment through the ClearPath Fast Payments Service. Bank will provide application protocol interfaces (“APIs”), online access portal, support, onboarding, and other services through its partner, Interchecks Technologies, LLC (“Interchecks”). Client’s access to the online portal, made available by Interchecks (“Payer Portal”), may be used to create disbursements, perform Client service, retrieve reports, and access disbursement analytics. Client will be provided a routing number and account number for prefunding into a disbursement account at JPMorgan Chase Bank, N.A. or at Bank once further development is completed (the “Disbursement Account”). In addition, Client shall designate an Account in the Service Documentation from which fees for use of the ClearPath Fast Payments Service shall be debited.

Additional services made available through the ClearPath Fast Payments Service may be described in the related Service Documentation. Client and Bank shall presently and from time to time in the future designate which of the listed services shall be applicable to Client.

2. Sending Funds

Client may initiate a Fast Payment by submitting a request (“Fast Payment Request”) through APIs or such other digital platform as Bank may make available from time to time. Upon submission of a Fast Payment Request, Client will be required to provide the dollar amount for the Fast Payment and certain Payee information, which must include the Payee’s e-mail address, but may also include debit card number, reference ID, first and/or last name, corporate name (as applicable) of the Payee. By submitting a Fast Payment Request, Client represents and warrants that the Fast Payment complies with these Service Terms and Client irrevocably and unconditionally authorizes the deduction of the payment amount from the Disbursement Account. This amount may be deducted immediately upon Bank’s receipt of the Fast Payment Request. The ClearPath Fast Payments Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays; however, the ClearPath Fast Payments Service may be unavailable from time to time, including due to scheduled or unscheduled maintenance. The processing networks enforce a maximum payment per transaction per payee and per month per payee, which is subject to change at their sole discretion. In addition, the Payee’s receiving institution may enforce a lower maximum receivable payment at their discretion. Such a limit will be enforced at the time of the Fast Payment Request and if any such limit is exceeded, the Fast Payment Request will fail prior to funds movement. Bank cannot provide a list of limits by institution as these limits are subject to change without notice and advises that the most common limit is \$10,000.00 per transaction per payee. Bank reserves the right to establish lower transaction limits and may block any attempted Fast Payment that exceeds the limit(s). Bank may adjust any such limit at any time in Bank’s sole discretion.

3. Risks Associated with the Service

There are risks associated with using the ClearPath Fast Payments Service. In general, Fast Payments are irrevocable and cannot be reversed. In certain rare circumstances, Bank may be able to manually reverse some transactions within 24 hours; however, there is no guarantee that the transaction can be reversed nor that the funds will be recovered. The ClearPath Fast Payments Service should only be used to make payments to Payees that Client knows. If Client receives a request for payment through the ClearPath Fast Payments Service, Client should verify that the request relates to a payment Client was expecting to make to the Payee who requested payment. If Client receives a payment request through the ClearPath Fast Payments Service that does not relate to a payment Client was expecting to make to the Payee who requested payment, please notify Bank at the phone or e-mail address provided in the Service Documentation. If a person contacts you outside of the ClearPath Fast Payments Service and asks for payment, Client should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a Fast Payment Request. If Client sends payment to a Payee that is not known to

Client, or whose identity and legitimacy of the persons requesting payment was not verified, Client may lose the full amount of the Fast Payment. Bank does not provide buyer protection with respect to Fast Payments. That means that Client cannot reverse or dispute a Fast Payment on the basis that Client is dissatisfied with the goods or services provided by the Payee; because the Payee has failed to deliver goods or perform services, whether at all or in a timely manner; or because Client wishes to return purchased goods or cancel a pre-paid service. The ClearPath Fast Payments Service does enable Client to request that a Payee return funds, but the Payee is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because the incorrect dollar amount was entered or funds were sent to someone other than the intended Payee because the Payee's information was incorrectly entered or the Payee information was associated with someone other than the intended Payee. If Client wishes to request that a Payee return a Fast Payment (a "Return Request"), please notify Bank at the phone or e-mail address provided in the Service Documentation. Bank's sole obligation is to transmit the Return Request to the Payee's financial institution through the ClearPath Fast Payments Service. Bank cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request. Any dispute between Client and a Payee must be resolved directly between Client and the Payee. Bank shall have no responsibility for, and shall not be liable to Client in connection with, any dispute between Client and a Payee. By submitting a Fast Payment Request, Client irrevocably and unconditionally authorizes Bank to initiate a payment using the Payee information.

4. Failed Fast Payments

A Fast Payment may fail if: (i) there are insufficient funds available in the Disbursement Account; (ii) Bank or the Payee's financial institution suspects or determines that the Fast Payment does not comply with these Service Terms or any rules of the real-time transfer system that is accessed for the ClearPath Fast Payments Service; (iii) the Payee rejects the Fast Payment or has declined to receive Fast Payments; (iv) the Fast Payment Request exceeds network limit(s); (v) the Payee's account at the receiving institution is closed, invalid, ineligible to receive Fast Payments, or being monitored for suspected fraudulent or other illegal activity; (vi) Client's disbursement or fee account is suspected for fraudulent or other illegal activity; (vii) Bank or Payee's financial institution otherwise declines to process the Fast Payment for risk-management, legal, or regulatory reasons; or (viii) the ClearPath Fast Payments Service is unavailable. In addition, completion of a Fast Payment may be delayed if the Fast Payment Request is subject to review by Bank or Payee's financial institution for fraud, regulatory or compliance purposes. Fast Payment Requests are typically completed within minutes of transmission of the Fast Payment Request by Client, unless the Fast Payment fails or is delayed as described herein, or if the receiving institution does not post immediately even when funds have arrived. You will receive notification if a Fast Payment fails but will not be notified if the receiving institution delays credit to the Payee's account.

5. Availability of Funds

Funds transferred through the ClearPath Fast Payments Service will be credited to the Payee's account linked to the debit card number registered with their financial institution by the Payee's financial institution immediately upon completion of the Fast Payment Request, and will be available for withdrawal by the Payee immediately subject to the receiving institution posting those funds as available. The transmission networks may delay the transmission of the funds. Disbursement activity should be reconciled daily using the Payer Portal.

6. Prohibited Payments

Client agrees not to use the ClearPath Fast Payments Service to make any of the following types of payments (each, a "Prohibited Payment"): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) payments to accounts domiciled outside the United States; (iii) payments transmitted solely for the purpose of determining whether the Payee's information is valid (a "Test Payment"), provided, a Test Payment may be allowed if you have a bona fide need to do so in order to determine the validity of Payee's information provided to you by a Payee that wishes to receive a payment from you; or (iv) any other payment that violates these Service Terms. Client acknowledges that the ClearPath Fast Payments Service may be used solely for the purpose of making payments on its own behalf and only to Payees that are residents of or domiciled in the United States of America. If Client makes payments on behalf of another person, Client must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets Control. Client acknowledges that any payment that violates the foregoing restrictions is a Prohibited Payment.

7. Fees

A Statement of Fees shall be made available to Client in the Payer Portal and an invoice notification will be e-mailed to Client on the first calendar day of each month at the billing e-mail address designated on the Service Documentation or such other e-mail address provided by Client. Fees will be debited from Client's designated Account on the fifth (5th) day of the month unless this day occurs on a weekend or holiday at which time the debit will occur on the following bank business day. Interchecks will promptly notify Client if Interchecks is unable to collect all or any portion of the Fees from Client. Client further agrees that

failure to have sufficient funds in the designated Account to cover the fees due will constitute a breach of the Service Terms for which Bank, immediately and without notice, may cease to permit new disbursement transactions, terminate the ClearPath Fast Payments Service, and pursue any other remedies available under these Service Terms, this Agreement, or any applicable Account Agreement. ClearPath Fast Payments Service fees should be reconciled monthly with the receipt of the fee statement prior to the debit for fees from Client's designated Account.

In addition to any fees and charges that Bank may assess Client, Client authorizes Interchecks to send credit, debit and appropriate adjustment entries, electronically or by any other commercially accepted method to the billing account indicated by Client and to other accounts identified by Client in the future. This authorizes the financial institution holding any such account to post all such entries. Client agrees that the ACH transactions authorized herein shall comply with all applicable U.S. laws and that the information provided is accurate. This authorization will be in effect until Bank receives a written termination notice from Client and has a reasonable opportunity to act on it.

Controlled Disbursement Service

These Terms and Conditions provide information on the use of the Controlled Disbursement Service described below.

1. Description of Service

Bank will provide Client the Controlled Disbursement Service to assist Client in controlling its disbursement of funds by providing information in advance of disbursement requirements.

2. Controlled Disbursement Account(s)

Client will establish and maintain a Controlled Disbursement Account (the "CDA") at Bank against which Client will draw its checks. Client may establish additional CDA(s) upon Client's request and Bank's consent. Except as expressly modified by these Service Terms, each Account shall be subject to the terms and conditions of the Account Agreement and any other written agreement affecting Client's Account(s).

3. Payment of Checks

On each Business Day, Bank will make available to Client information as to the total amount of checks drawn against the CDA(s) which are presented for payment to Bank by the Federal Reserve Bank on that day. Bank will have no obligation to pay any check should Client fail to make sufficient funds available to cover such disbursements. Client acknowledges that Bank relies upon information provided by a third party (the Federal Reserve Bank) and makes no warranties with respect to the accuracy of such information. Any errors or differences due to information provided by the Federal Reserve Bank or non-check entries to the CDA will be handled as an adjustment item in a timely manner.

4. Funding of Disbursement Account

As designated by Client during the implementation of the Controlled Disbursement Service, Client will fund the CDA by one of the options described below:

4.1 Zero Balance CDA(s). Client shall fund the CDA(s) by maintaining sufficient collected and immediately available funds in a designated "Master Funding Account" to cover all debits for daily disbursements and any adjustments on each Business Day. Bank is authorized to automatically debit the designated Master Funding Account on each Business Day to fund daily disbursements and adjustments on the CDA(s).

4.2 Wire Transfer. Client shall fund the CDA(s) by causing funds to be transferred via Fedwire to Bank for credit to Client's CDA(s) in amounts sufficient to cover all debits for daily disbursements and any adjustments on each Business Day. Client guarantees that such funds transfers shall be received by Bank no later than 3:00 p.m. Central Time each Business Day.

5. Overdrafts

In the event Client fails to fund all disbursements, Bank is authorized, but shall have no obligation, to debit any Client Account(s) to cover all disbursements even though such debits may bring about or increase overdraft(s). No custom or practice of paying overdrafts shall be deemed to obligate Bank to pay other overdrafts or to otherwise extend credit to Client or to provide notice to Client of any change in such custom or practice.

6. Notification

Client shall have the option of receiving information regarding daily disbursement clearings and adjustments by enrolling in Bank's Digital Banking Services or through reporting as otherwise agreed by Bank. Bank will endeavor to make such data available each Business Day on a regular, timely basis but cannot guarantee the exact or average time.

7. Termination

Termination of the Service as permitted in the General Terms & Conditions shall not revoke Bank's authority to charge Client's Account(s) for all checks presented and honored and Client is responsible for curing any overdrafts and or charges associated with such Account.

Digital Banking Service

These Terms and Conditions provide information on the use of the First Horizon TreasuryConnectSM and the First Horizon BusinessConnectSM Service ("Digital Banking Service") described below.

1. Description of Service

By accessing either the TreasuryConnect or BusinessConnect service, each individual must accept online the Digital Banking Agreement, which sets forth additional terms and conditions of the Digital Banking Services. Client may perform any or all of the Services that Bank has made available for Client's use through the Digital Banking Service. Bank reserves the right to reject Client's service elections or refuse or limit Client's access to or use any part of the Digital Banking Service for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion introduce new features of the Digital Banking Service but is not required to notify Client of the availability of any such new features.

2. User Access

The Digital Banking Service shall only be used by Security Administrator and the Authorized Users identified by Security Administrator. Client agrees to take all necessary steps to ensure that the Digital Banking Service is used in accordance with these Service Terms and the Digital Banking Agreement.

2.1 Authorized Users and Digital Banking Agreement. The first time a Security Administrator or any Authorized User logs into the Digital Banking Services, such individual will be presented and will be required to accept the Digital Banking Agreement, which sets forth additional terms and conditions of the Digital Banking Services. Client agrees that any Authorized User and/or Security Administrator has the corporate authority to agree to the Digital Banking Agreement on behalf of the Client. Client acknowledges that Client shall be responsible for ensuring that all Security Administrators and Authorized Users comply with the terms of the Digital Banking Agreement.

2.2 Bank's Deactivation of Authorized Users. Client acknowledges that Bank may suspend or delete any Authorized User without notice to Client upon inactivity of the Digital Banking Service.

Electronic Bill Payment Service

These Terms and Conditions provide information on the use of the Electronic Bill Payment Service described below.

1. Description of Service

The Electronic Bill Payment Service allows customers of Client to make payments through various channels. Client desires to utilize electronic payment processing services provided by Bank through its Digital Banking Service in accordance with information provided and services selected by Client during implementation. Each request for such processing as herein referenced shall be called a "Transaction Request." The Transaction Request shall be via: (i) web page/browser internet link for transaction of ACH and Credit Card payments; (ii) Interactive Voice Response System ("IVR") telephone connection; or (iii) API Web Services for transaction processing of ACH and Credit Card payments. Each electronic payment processed by Bank in response to a Transfer Request shall be called a "Transaction."

2. Client Responsibilities for Telephonic Data Entry

In the event Client performs a single debit entry of payment data via an agent via an oral telephone conversation which results in an ACH Debit transaction to a consumer's account, Client shall be required to record the telephone conversation (with any and all required consents) and store for a minimum of two (2) years or mail an advisory to the receiver prior to the receiver's account being debited. Client must provide the following details during the telephone conversation: (i) date consumer's account will be debited; (ii) amount of debit entry to consumer's account; (iii) verification of consumer's name; (iv) telephone number that consumer may call for questions during normal business hours; (v) confirmation of date of consumer's oral authorization; and (vi) confirmation

conveyed to consumer that authorization obtained from consumer will be used to originate an ACH debit entry to consumer's account. Recurring debit transactions require both the recording mentioned above and mailing of an advice to the receiver.

3. Client Responsibilities for Web Data Entry

In the event Client accepts payment instructions via the internet, Client accepts responsibility for compliance with NACHA Rules related to security and access controls and, if Client accepts credit card payments on its website, Client accepts responsibility for compliance with Payment Card Industry (PCI) standards regarding security and access controls.

4. Authorized Transaction Requests

Under any of the following circumstances, Bank shall be conclusively entitled to deem each Transaction Request to be authorized by, and binding upon, Client: (i) if the Transaction Request is made by Client, its authorized user and/or its actual or apparent agent; or (ii) if the Transaction Request is issued in the name of Client and verified pursuant to a Security Procedure agreed upon between Bank and Client; or (iii) if Bank reasonably believes that the Transaction Request was given or authorized by a representative of Client; or (iv) in the event Client utilizes the services of a third party to make Transaction Requests for electronic processing functions, provided the Transaction Request is issued in the name of Client and Bank reasonably believes that the Transaction Request was given or authorized by a representative of such third party or was verified pursuant to a security procedure agreed upon between such third party on Client's behalf and Bank.

5. Client Warranties and Indemnities

As to each Transaction Request by Client, Client shall be deemed to warrant to Bank each of the following: (i) that the Transaction Request is authorized in accordance with the valid authorization (which remains in full force and effect) of the account holder(s) of the Account connected with the Transaction; (ii) such authorization has been obtained either: (A) in the form of a writing signed by the account holder(s); or (B) in the form of an authorization statement furnished to the account holder(s) by Client, either in advance or at the time a particular transaction is authorized, which includes provisions as to the method for revocation thereof, and the account holder has furnished authorization to Client for the Transaction and Client has authenticated such authorization by means of a digital signature or code authentication or record of such authorization shall be retained by Client throughout the authorization period and for at least two (2) years thereafter, and a copy of the authorization record shall be furnished by Client promptly upon request by Bank and/or the account holder; (iv) that each Transaction Request is in the correct amount and conforms to all applicable laws, regulations, and rules (including without limitation NACHA Rules, and any rules incorporated by reference therein, in the case of ACH transactions), and with all procedures established by Bank in connection with the services contemplated by this Agreement; (v) that none of the Transaction Requests relate in any way to high-risk activities, processing for which is prohibited by Bank, including online payment processors, certain credit repair services, mail order telephone order (MOTO) companies, online gambling operations, businesses located offshore or adult entertainment businesses; (vi) that Client has complied with all laws, regulations and rules that may be applicable pertaining to security, access controls, security standards and access standards as required under this Agreement and these Service Terms; and (vii) that Bank's initiation or execution of each Transaction Request in accordance with its terms shall not give rise to any claim or defense which may be asserted by any account holder or other person against Bank. Client warrants and agrees that not only has it complied with and will comply with all rules and laws governing such transactions as herein described, but it will not originate Transactions that violate any laws of the United States including those giving rise to OFAC sanctions. Client further agrees that it will provide financial information on itself on at least an annual basis and agrees that Bank may, with reasonable notice to Client, audit Client's compliance with applicable laws and regulations and all other terms of these Service Terms.

6. Execution of Transfer Request

Bank shall have no obligation to accept and execute a Transaction Request, despite any custom or practice to the contrary, and shall be entitled to make a decision on a case-by-case basis for each Transaction Request. Bank may reject or delay origination of any Transaction at any time without prior notice, despite any custom or practice to the contrary, for, among other reasons, Bank's belief that the Transaction may cause Bank to violate any regulatory or internal risk control program or any applicable law or regulation.

7. Compensation for Services

Client shall compensate Bank for services provided hereunder as agreed upon between Bank and Client. Bank reserves the right to modify its fees and charges for such services upon notice to Client, and Client's continued utilization of the services shall constitute Client's consent to the modified fees and charges.

8. General

Client and Bank acknowledge and agree as follows: (i) Except as otherwise specifically provided herein, any notice required in connection with this Agreement or the services provided hereunder may be given orally, in writing, or by electronic transmission pursuant to facilities established between the parties, if applicable; (ii) Client acknowledges that any receiver, payer, or institution

receiving a Transaction initiated or executed hereunder may debit or credit an account based solely on the account number without reference to any discrepancy in the account name, and Client shall be solely responsible for any error resulting from its failure to furnish correct and complete information with each Transaction request, including without limitation the correct account number(s); (iii) Client agrees to be bound by any and all laws, regulations and rules in effect with regard to Services and Transactions herein described; (iv) no attempt by Client to revoke any Transaction Request will be binding on Bank unless Bank actually receives complete and accurate notice thereof by such means as Bank may instruct and Bank has a reasonable opportunity to act thereon prior to release of the Transaction by Bank; and (v) Client agrees Bank is authorized to investigate, obtain and exchange reports and information regarding Client and individuals signing on behalf of Client, with credit agencies and others Bank believes to have a legitimate business need for such reports.

Electronic Lockbox Service

These Terms and Conditions provide information on the use of the Electronic Lockbox (“eLockbox”) Service described below.

1. Description of Service

The eLockbox Service provides Client with the ability to receive payments electronically that are initiated by Client’s customers through an online banking application or through a bill payment service provider (each a “Payment Provider”) and Client is able to assign or reject payments prior to receiving the data and funds into the designated checking Account. The payment details will be consolidated and made available to Client via an online portal. Payment funds are transmitted via ACH to the designated checking Account. In order to use the eLockbox Service, Client must enroll in the eLockbox Service by completing all required Service Documentation.

2. Payment Data

Bank agrees to capture, combine and reformat electronic payment and remittance data originated by Client’s customers through online banking or bill payment services at other financial institutions (“Payment Data”). Client expressly authorizes Bank and its service provider to accept and process the Payment Data and payment funds, such that the receipt of such Payment Data and payment funds by Bank or its service provider shall be deemed to be the same as receipt of such Payment Data and payment funds by Client itself.

3. Client Responsibilities

Client will designate a checking Account for the eLockbox Service through the Service Documentation and will provide Bank with the information required for Bank to create the functionality of the eLockbox Service. Client is solely responsible for providing Bank with updated information with respect to the customer information required by Bank to provide the eLockbox Service, and for any damages incurred as a result of failure to update such information in a timely manner. Client is solely responsible for (i) obtaining and maintaining all system interface (e.g., hardware/software, communication) access to enable Client to receive the eLockbox Service; (ii) obtaining appropriate contractual and other required authorizations from, and, as necessary, providing appropriate notices to, Client’s customers; and (iii) complying with all contractual and other obligations of Client owed to Client’s customers. Client is also responsible for ensuring the accuracy of all data and information, instructions, and representations supplied in connection with the eLockbox Service. Bank is not responsible for detecting any errors in the Payment Data.

Client agrees that it shall use the online portal to assign or reject all Payment Data within two (2) business days after Bank transmits remittance data to Client. Client agrees to cooperate with Bank in resolving any incorrect, incomplete or invalid data. After two (2) business days, any non-assigned payments may be automatically rejected and returned to Client’s customer. Client further agrees that Bank will, and Client directs Bank to, initiate an ACH debit to Client’s Account for the amount of all invalid remittances which fail to be resolved according to the provisions of this Section.

4. Bank Responsibilities

Bank shall deliver or provide access to Payment Data, according to the format, schedule and via the method of electronic transmission agreed upon by the parties. Any changes to the formats or methods shall only be made upon mutually acceptable terms and conditions and at Bank’s then-current rates. Requests by Client for additional records and information are subject to the mutual agreement of the parties and Client will be responsible for Bank’s costs in creating and delivering such additional records. Bank’s obligation to perform any eLockbox Service is subject to Client’s timely performance of all activities on which Bank’s performance depends. Bank will credit the designated Account in an amount equal to the payment received and debit the Account in an amount equal to any returns or reversals.

5. Payment Provider Reliance

Client acknowledges that Bank’s ability to process payments under the eLockbox Service in a timely and accurate manner i

dependent upon data being provided by a third-party payment provider of Client's customers. Bank shall not be liable for any delays or failure to complete any aspect of the eLockbox Service in the event the Payment Provider networks or communications system is terminated or interrupted for any reason. Bank assumes no responsibility for the accuracy, timeliness or the completeness of the Payment Data delivered from the Payment Provider to Bank.

6. Settlement

If the Payment Data contains valid remittance account numbers, funds will be credited to Client's Account on the next business day following receipt of the Payment Data. Each credit so posted is subject to receipt of good and available funds. Prior to the credit to Client's account, Client agrees that Client's funds may be commingled with funds of third parties.

E-Payments Routing Directory Service

These Terms and Conditions provide information on the use of the E-Payment Routing Directory Service described below.

1. Description of Service

As part of the E-Payment Routing Directory Service, Bank will provide you with a download code ("Code") to automate access to the Federal Reserve Banks' E-Payments Routing Directory (the "Directory") and/or Composite Receiver File ("CRF") with a script or program.

2. Use of Code

The information in the Directory and CRF may not be sold, relicensed or otherwise used for commercial gain. Client agrees to keep the Code confidential and not further distribute the Code. Client will use the Code solely for the purpose of downloading the Directory or CRF, either manually or with an automated program in order to facilitate the efficient processing and settling of transactions. Client will use the Code only for so long as Client maintains a banking relationship with Bank for payment processing.

3. Limitation of Liability

Client understands, acknowledges and agrees that Bank and the Federal Reserve Banks are not responsible for the accuracy of a routing number or any other data contained in the Directory or CRF. The information in the Directory and CRF may change after the effective date of the publication, list or file. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THE GENERAL TERMS AND CONDITIONS, BANK AND THE FEDERAL RESERVE BANKS PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, QUALITY, OR NONINFRINGEMENT OF ANY INFORMATION CONTAINED IN THE DIRECTORY OR CRF. ALL INFORMATION, DATA, AND MATERIALS IN THE DIRECTORY OR CRF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND.

BANK AND THE FEDERAL RESERVE BANKS ARE NOT LIABLE FOR ANY DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER KIND OF DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND ATTORNEYS' FEES) THAT ARE IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR PERFORMANCE OF, OR INABILITY TO USE, INFORMATION AVAILABLE FROM THE DIRECTORY OR CRF, REGARDLESS OF WHETHER BANK OR FEDERAL RESERVE BANKS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING LIABILITY FOR ANY VIRUSES THAT MIGHT INFECT A USER'S COMPUTER SYSTEM.

4. Fees

Bank reserves the right to, without notice, increase or otherwise change the fees or the fee structure for the administrative costs associated with the issuance of a Code or the ability to view or download the Directory or CRF.

5. Termination

Client understands, acknowledges and agrees that Bank, without prior notice, may terminate your use of the Code at any time, with or without cause.

Image Cash Letter Service

These Terms and Conditions provide information on the use of the Image Cash Letter Service described below.

1. Description of Service

By using Bank's Image Cash Letter Service, Client may transmit an image cash letter or X9.37 file ("ICL") through a secure net

designated by Bank. Using the transmitted ICL file, Bank may create a “Substitute Check” as that term is defined under law, other electronic representation of items for collection through the local Federal Reserve or other clearinghouses, or directly to the paying institution, collectively referred to herein as “Transactions.”

2. Transactions

Eligible “Transactions” are generally checks that are acceptable for processing in accordance with the Check Clearing for the 21st Century Act, or as Bank may otherwise specify or describe in any attachments or procedures for use of Bank’s Image Cash Letter Service. Using Client’s existing item processing system to create a qualified ICL file, and the necessary data communication for transmitting, Client will create an ICL for transmission to Bank. Upon the successful receipt and processing of the ICL file, Bank will credit the applicable Account for the sum total of the balanced ICL file. Bank may from time to time agree to accept Transactions from Client, or its actual or apparent agent in the event the Client utilizes the lockbox services of a third party for the collection and processing for the deposit of checks and other items, and in such case the Transactions shall be governed by the terms and conditions set forth herein or incorporated herein by reference, and except as specifically modified by these Service Terms, Client’s Account(s) shall be subject to the terms and conditions of the Account Agreement and any other written agreements affecting Client’s Account(s).

3. File Confirmation

Upon receipt of the transmitted ICL file, Bank will send to Client an e-mail file confirmation (“Confirmation”) which acknowledges the safe receipt of the file. Client should implement adequate controls to validate Confirmation for all ICL files transmitted. It is incumbent on the Client to notify Bank if they do not receive Confirmation within two (2) hours of the ICL file transmission to Bank.

4. Rejected Files

An ICL file may be rejected due to Client’s transmission errors, including but not limited to, format issues, duplicity, an unbalanced file, or exceeding deposit thresholds. Bank will notify Client’s designated personnel within two (2) hours of receipt of an ICL file, if the file is rejected and could not be processed. It will be incumbent on the Client to transmit a corrected ICL file.

5. Rejected Transactions

Bank will perform preliminary edits on the ICL file before it is processed for deposit. Bank will automatically insert an adjustment ticket for all deposited items within the ICL file that fail to validate against our preliminary edits, including but not limited to, for duplicity, encoding error, or for compliance with the 21st Century Act and Universal Companion Document (“UCD”) standards for electronic presentment. Bank will provide Client a notification of all unprocessable items. Client understands that the appearance of the original check and the use of certain background colors, decorative images and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection.

6. Ineligible Items

Unless Bank specifically agrees otherwise in writing, Client may not transmit an ICL file to deposit: (i) checks payable to a third party without verification or guarantee of third-party endorsers; (ii) demand drafts or remotely created checks (checks lacking the original signature of the drawer); (iii) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (iv) checks that have previously been returned stop payment or account closed; (v) checks that are postdated or more than six (6) months old; (vi) checks drawn on a foreign bank or payable in a foreign currency; (vii) checks payable to “Cash”; or (viii) any Substitute Check that has not been handled in the collection process. Bank’s processing of any deposit items within an ICL as described above shall not obligate us to continue that practice, and Bank may stop doing so without cause or prior notice. Bank may refuse any deposit within an ICL file, with or without cause, or may elect to take a check on a collection basis only.

7. Returned Checks

Any returned checks delivered by Bank to Client will be in the form of a Substitute Check. For further collection purposes, Client must redeposit the Substitute Check and not the original for subsequent collection will only be permitted if the returned check is for poor image quality.

8. Authorized Transactions

Bank shall be conclusively entitled to deem the ICLs to be authorized by, and binding upon, Client: (i) if the ICL and the electronic transmission of a file are made by Client or its actual or apparent agent, or (ii) if Bank reasonably believes the ICL and the electronic transmission of a file were sent by an authorized representative of Client pursuant by way of compliance with the correct Security Credentials or (iii) if Client utilizes the services of a third party for lockbox or other similar services to facilitate the processing of Transactions and Bank reasonably believes that the Transactions and transmission of a file by such third party are sent on behalf of Client, provided that the Transactions and the electronic transmission of a file are in the name of Client.

Acceptable transaction types will be in accordance with the Check 21 law, which excludes Series EE bonds, foreign cheques, and items in carriers.

9. Transaction Processing

An ICL file can contain one or more cash letters for deposit to the Client's Account(s) with Bank. Cash letters must contain check detail records and the associated image records. ICLs must be sent to Bank prior to the agreed-upon processing deadline. An ICL has been sent to Bank only when the entire file has been transmitted and delivered to Bank in an agreed-upon format that satisfies image quality standards. Based on the size of the file, there may be a significant delay between the start and the completion of the file transmission. As a result, every effort should be made to send ICL files as early as possible. Files that are received by Bank after a deposit deadline will be considered deposited for the next deposit deadline period. For purposes of determining when an item has been delivered and received, Bank's records shall be determinative. Processing fees and funds availability will be assessed based on the deposit deadline that is met. Problems with hardware, software, or data transmission may on occasion delay or prevent Bank from receiving files or other data electronically. Accordingly, Client should have a contingency plan to send any ICL files or other data by other means should such a circumstance arise.

10. Representations and Warranties of Client

As to the ICLs transmitted to Bank, Client represents and warrants to Bank that: (i) the preparation and presentment of the ICL complies with these Service Terms; (ii) Client has good title to each check and no defense of any party to the check is good against Client; (iii) the digital image of each Substitute Check or electronic item in an accompanying cash letter transmitted to Bank is a sufficient copy that is a true, correct and accurate image that represents all the information on the front and back of the original check or electronic item at the time the original check was truncated so that a Substitute Check created from the image will satisfy legal equivalence requirements and the image has not been altered in any manner by Client or any third party acting on behalf of Client, (iv) Client, or any third party acting on behalf of Client, has reviewed and confirmed that the transmission of MICR line information for each cash item is identical in all respects to the original item listed in the accompanying cash letter and that the encoded check amount is accurate, (v) Client understands that any message text or other information Client, or any third party Client may be acting on behalf of, elects to add to the image transmitted to Bank may cause the depository bank's endorsement not to be legible which may result in the delayed return of a Substitute Check or electronic representation of the item if it is not paid, (vi) the original item, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depository bank, drawee, drawer, or endorser will be asked to pay an item that it already has paid, (vii) Client has no knowledge or notice of information to indicate that items included in a ICL are fraudulent; (viii) Client's warranties to Bank for Transactions apply to the same extent as if Client had deposited an original paper check with Bank; (ix) Client assumes all encoding, transfer presentment and other warranties of Bank; (x) Client will ensure that the identification of previous truncating and reconvertible Banks are preserved and that the Substitute Checks meet the requirements for legal equivalency under Federal Reserve Regulation CC when redepositing Substitute Checks.

11. Provisional Settlement; Returns

Client acknowledges that items included in an ICL may be returned by the receiving institution for insufficient funds or other reasons, including claims or returns that the Substitute Check or electronic representation does not meet legal equivalence requirements under federal or other applicable law. In addition, Client acknowledges that Bank will have no responsibility for the delayed return of a Substitute Check that includes any message text or other information added by Client or any other party in the depository bank endorsement area. Any credit or consideration given by Bank to Client with respect to any ICL shall be deemed provisional, and Bank shall be entitled to revoke same without prior notice in the event one or more items within an ICL are rejected or returned to Bank for any reason.

12. Retention of Original Checks

Client will retain the original items, or in the event Client utilizes the services of a third party, the third party will retain the original items, or keep records sufficient to permit it to identify its depositor or endorser on a cash item in case the item is lost or destroyed and charged back until final settlement of all items in each ICL and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements, so that the original check can be processed for collection. Client, or such third party acting on behalf of Client, agrees to take reasonable efforts to safeguard any original items until the checks are destroyed.

13. Equipment

Client may select terminals and other equipment ("Equipment") for use in processing ICLs either from a vendor referred by Bank or from another vendor of Client's choosing. Bank reserves the right to revoke its consent to the use of any Equipment at any time. Notwithstanding any consent or recommendation by Bank to Client regarding Equipment, the selection and use of any thereof shall be strictly at the Client's risk. Bank shall not be responsible to Client for any equipment provided

a third-party vendor, nor have liability for the malfunction of any equipment used by Client for the processing of ICLs. Client further agrees if there is any upgrade or change to the Equipment, Software or third-party services used to create the ICL file, Client shall notify Bank in writing at least thirty (30) days in advance of such proposed upgrade or change and afford Bank reasonable time to respond and perform any appropriate testing to confirm that such upgrade or change will not create processing problems or additional costs.

14. Software

Bank may select software and related user materials ("Software") for use in the Image Cash Letter Service and the processing of ICLs. Client acknowledges that any Software supplied by Bank for use in ICLs, including, but not limited to, any Software created or modified by Bank to be specific to Client's environment is the property of Bank and that Bank claims and reserves all rights and benefits therein afforded under copyright and other laws. Client's license of and permission to use the Software is non-exclusive and nontransferable, and it extends only to Client's own use of such Software for the purpose of processing ICLs as set forth in these Service Terms. Bank's Software may not be used to process transactions with or through any other party without the express written consent of Bank. Client further acknowledges that Bank's Software contains confidential information and trade secrets, which Bank has entrusted to Client in confidence. Client shall protect Bank's property and its interest in the trade secrets contained in the Software by controlling access to the Software, permitting none of its employees nor any other person not an employee or agent of Bank to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, the Software in any way. Without limiting the generality of the foregoing, Client specifically agrees that it will not delete, mask or obscure any proprietary notices, which Bank places on any Software.

15. Examinations and Inspections

Bank or its agent shall have the right, upon reasonable advance notice and during normal business hours, to examine the records of Client and Client's internal processes and controls related to these Service Terms, including but not limited to, Client's accounts receivable cycle and data security policy. If Client utilizes the lockbox services of a third party, Bank's right of inspection shall extend to the examination of such third party's internal processes and controls relating to these Service Terms. In the event Bank's examination and inspection identifies weaknesses in Client's internal processes or controls related to the use of the ICL services, Client agrees to implement any commercially reasonable recommendations by Bank to cure such deficiency.

16. Limitation of Remedies

Notwithstanding anything to the contrary in the General Terms and Conditions, Bank's liability to Client is to correct any data in which (and to the extent that) errors have been made by Bank's personnel, or by malfunction of Bank's Software or Equipment which are not due to the Client's error, acts or omissions. However, the expense to Bank of correcting such data shall constitute Bank's only responsibility in connection with such errors or in connection with any other performance or nonperformance by Bank under these Service Terms. In the event that Bank undertakes to correct any error caused by a third party acting on behalf of Client, Bank shall not have any liability with respect thereto. Bank shall have no responsibility or liability whatsoever for errors or omissions caused by any Client or third party providing services, software or equipment to Client in the transmission of ICLs.

17. Liability for Taxes

Client is liable for the payment of any taxes, however designated, levied on its possession or use of equipment or services Bank has provided, including, without limitation, state and local sales, use, value-added and property taxes.

Image Delivery Service

These Terms and Conditions provide information on the use of the Image Delivery Service described below.

1. Description of Service

Bank will provide Client scanned images of all statements, paid checks, deposited items, canceled checks, and/or other processed items through: (i) CD-ROM delivered to Client's address; (ii) secure file transfer protocol (FTP) data transmission that securely exchange files at various levels of security as established by Client and Bank; and/or (iii) image download through the Digital Banking Service.

2. Service Setup and Image Delivery

During implementation of the Image Delivery Service, Client shall designate which delivery method is to be utilized and Client and Bank shall establish Security Procedures related to the method of delivery. Client has determined that the Security Procedure(s) Client has elected in implementation and use of the Image Delivery Service meets Client's requirements with regard to the size, type and frequency of image files required and are commercially reasonable. Bank will provide image viewer software on CD-ROM or via software download that will allow Client to view images.

3. Imaged Items

Client acknowledges that scanning technology is subject to error, such as distortions and unclear images. Client agrees to notify Bank promptly of any error or problems related to Image Delivery Service and Bank will attempt to reprocess the information, but assumes no liability for the inability to produce better copies.

Information Reporting Service

These Terms and Conditions provide information on the use of the Information Reporting Service described below.

1. Description of Service

By using the Information Reporting Service, Client may obtain direct electronic access to one or more Services through use of compatible computer equipment, communications software, and secured data file delivery channels. Information Reporting encompasses services referred to as E-Reports (Facsimile and E-mail), BAI File Transmissions, Electronic Data Interchange (EDI), and Electronic Data Exchange (Third-party Reporting). These services may provide access to: (i) certain deposit account information; (ii) certain account transaction origination services, and/or (iii) certain trust or other fiduciary account information services.

2. Service Setup

During service implementation, Client shall designate Accounts and Services to receive reporting. Additional reporting or transmission options may be available as further described in Service Documentation and/or as agreed to between the parties. Client and Bank shall presently and from time to time in the future designate which of the listed services shall be applicable to Client. Client acknowledges that Information Reporting Services are merely a method of delivering bank information regarding Accounts or other banking services.

3. Special Data Exchange (Third-Party Reporting) Provisions

Client understands and agrees that, in order to provide the Electronic Data Exchange (Third-Party Reporting) Service, Bank must access third-party web sites and databases containing information regarding Client's accounts and financial relationships as designated by Client ("Aggregated Accounts") to retrieve information (account details, balances and transaction history, hereafter referred to as "Content"), as requested or authorized by Client. By using this Service, Client authorizes Bank to access such accounts and to retrieve such Content as Client requests and authorizes. Client represents and warrants that information it provides to Bank is true, correct and complete, that Client has the right to authorize and permit Bank to access the Aggregated Accounts, and that by disclosing the information to Bank and by authorizing Bank to use such information to access the Aggregated Accounts, Client is not violating any third-party rights. Client hereby authorizes Bank to use Content and other information submitted by Client to Bank (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Aggregated Accounts. Client understands that Bank is not responsible for technical difficulties, personalization settings or other service interruptions related to third-party sites that may result in failure to obtain data or loss of data and that Bank does not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. Additionally, Client acknowledges that, when displayed through the Electronic Data Exchange (Third-Party Reporting) Service, Content may be more up to date when obtained directly from the relevant sites.

4. Obligations of Bank

Bank will utilize the services of a public data communications network in providing Information Reporting Services. Bank will provide Client instructions or procedures concerning the manner in which Client may access such communications network and Bank's computer systems. Bank will furnish Client Security Credentials for access to Information Reporting Services. Except as otherwise specified in the written procedures furnished to Client, Bank will use commercially reasonable efforts to make Information Reporting available each Banking Day by the times specified in Service Documentation. Bank will provide such support services in connection with Information Reporting as Bank deems appropriate.

5. Information Furnished by Client

Insofar as the provision of Information Reporting Service requires that data, information, or materials be furnished by Client to Bank, or requires other acts to be performed by Client or its employees, Client hereby agrees to furnish same and to perform all such acts within such times and in such form or manner as is consistent with the instructions and procedures furnished to Client by Bank.

Integrated Accounts Payable Service

These Terms and Conditions provide information on the use of the Integrated Accounts Payable (“IAP”) Service described below.

1. Description of Services

The IAP Service allows Client to send payment data files to Bank for conversion to one or more of Bank’s standard payment service methods: ACH, Wire Transfer, card payment system, or Check Print Services (each a “Payment Method”). Particular terms and conditions of each Payment Method are described in separate Service Terms which Client must select and agree to in order to process payments through a designated Payment Method.

2. Service Setup

Prior to commencement of the IAP Service, Client will furnish to Bank such data, authorizations, and other information, forms and documents as Bank may request and Client shall do so in sufficient time to enable Bank to perform its preparation and testing functions. All data and information furnished to Bank by Client, its agents and employees shall be in a form acceptable to Bank, and the parties shall agree on the method for file transmission. Once Bank approves and accepts the format of Client’s payment data file, no change may be made to the format of the payment data file without Client obtaining Bank’s prior review and written approval with respect to any change in any aspect of the payment data file.

3. Payment Data File Processing

By using the IAP Service, Client may transmit a payment data file from its accounts payable system through a secure data file delivery to Bank for processing through a designated Payment Method. For each data file delivery, Client may elect to receive an e-mail acknowledgment confirming Bank’s receipt of the file transmission. Payment data files may be transmitted at any time, but Bank’s processing of all data files is subject to the applicable schedule then in effect for each selected Payment Method. Client acknowledges that Bank may need, from time to time, to temporarily suspend the processing of a payment data file if the file contains any exception transaction(s) or is otherwise missing one or more critical data fields necessary for processing a payment through a designated Payment Method, or a payment data file or data may subsequently be suspended when the transaction is processed through the designated Payment Method. Any data files which are not acceptable shall not be processed, the Client will be notified through other processes within the application of the designated Payment Method.

4. Security Procedures

Client shall safekeep the user name and password security codes furnished for accessing the IAP Service and ensure that they are revealed only to the persons properly authorized by Client to utilize the IAP Service on Client’s behalf (“Authorized Representative”). Client assumes full responsibility for the use and protection of the username and password security codes, and it shall be conclusively presumed that all persons who obtain access to the IAP Service are Authorized Representative(s) of the Client. Client assumes all responsibility for each transaction executed by Bank in accordance with information received by Bank through the IAP Service and initiated by Client’s username and password security codes provided to Client, whether or not such transactions were initiated by an Authorized Representative of Client. Client warrants that all such information shall be true, correct, and complete and agrees that Bank has the right to act thereon without further confirmation or verification.

5. Accuracy and Timeliness of Information

To the extent the performance of IAP Service requires data or information furnished by Client to Bank, or requires other acts to be performed by Client, Client hereby agrees to furnish same and to perform all such acts within such times and in such form or manner as is consistent with the instructions and procedures furnished to Client by Bank.

6. Bank Obligations

Bank’s duties and responsibilities are limited to those described in these Service Terms, related Payment Method Service Terms, this Agreement, and Account Agreements. Bank shall provide Client instructions or procedures concerning the manner in which Client may access the IAP Service.

Invoice to Pay Service

These Terms and Conditions provide information on the use of the Invoice to Pay (“I2P”) Service described below.

1. Description of Service

The I2P Service allows Client to send invoices to Bank for electronic processing of payments to Client’s creditors. Each request for payment of an invoice shall be called a “Transaction Request.” Each payment of an invoice shall be referred to as a “Transaction.” The available payment methods are (a) ACH, or (b) Check (each a “Payment Method”). Bank will route the Transaction Request

through Client's authorization and approval channels and will send payments directly from Client's account(s) with Bank Client's creditors in accordance with instructions indicated by Client during implementation. The I2P Service offers two-way integration with Client's existing accounting system, including, but not limited to, NetSuite, Sage Intacct, Microsoft Dynamics GP or QuickBooks.

2. Additional Service Terms and Agreements

To use the I2P Service, Client must be enrolled in the Digital Banking Services. Client shall be responsible for establishing, adding and deleting access for Authorized Users to the I2P Services through the Digital Banking Services. In addition, Client agrees to comply with instructions for use of the I2P Service, whether such instructions are furnished online or otherwise. Client's Account(s) will continue to be governed by the Account Agreement, and will also be governed by any and all applicable Service Terms as described further below for each Payment Method. If there is an inconsistency between those agreements and I2P Service terms, these Service Terms will govern to the extent of such inconsistency.

3. Payment Procedures and Methods

Client shall designate an "Accounting Manager" who submits Transaction Requests for approval, an "Invoice Approver" who approves Transaction Requests and a "Payment Authorizer" who issues Transaction Requests for payment. Client can choose to designate an Accounting Manager or Payment Authorizer to share the dual role of Invoice Approver. Client may (although not recommended) elect to opt out of dual approval for Transaction Requests, whereby the Accounting Manager can issue payments as the Payment Authorizer ("Alternate Security Procedure"). If Client elects the Alternate Security Procedure, Client confirms and agrees that, in the context of its operations, requirements and internal procedures, the Alternate Security Procedure to process transactions with one person is commercially reasonable. Client acknowledges and recognizes that using the Alternate Security Procedure may increase the risk of loss, and, accordingly, Client releases Bank from any responsibility or liability for same. In its discretion, Bank may impose verification procedures in addition to those described in these Service Terms for any Transaction Request, but it shall have no duty to do so, nor shall any duty be implied by course of dealing or otherwise.

3.1 ACH Payment Method. In order to use the ACH Payment Method, Client must enroll in the ACH Service. To add ACH positive pay as an additional service to the ACH Payment Method, Client must enroll in the ACH Positive Pay Service.

3.2 Check Payment Method. Once a Transaction Request by check payment has been approved, the check will be printed and mailed from a processing facility in North Carolina the next Business Day. Checks are sent by USPS First Class Mail, and your vendor should receive your payment within 3 to 5 business days. Check payments can be recalled any time before midnight local time on the day they are submitted for payment. To add check positive pay as an additional service to Check Payment Method, Client must enroll in the Positive Pay Service. With the Positive Pay Service, Bank will receive a bulk issue file containing all Transaction Requests to be paid by check. Bank will validate all checks presented for payment against Client's account against the checks listed in the bulk issue file to check for suspicious activity. Items that do not match any of the checks listed in the bulk issue file will be presented to Client for a "pay" or "return" decision.

4. Setup

Prior to commencement of the I2P Services, Client will furnish to Bank such data, authorizations, and other information, forms and documents as Bank may request and Client shall do so in sufficient time to enable Bank to perform its preparation and testing functions. All data and information furnished to Bank by Client, its agents and employees shall be in a form acceptable to Bank.

5. Authorization of Bank

Client hereby authorizes Bank to honor, execute, and charge to Client's Account(s) any and all Transaction Requests made by (a) any person authorized to so act on Client's behalf; or (b) any person purporting to act on Client's behalf (whether or not authorized by Client) provided that Bank observes the Security Procedures set forth in these Service Terms. All such Transaction Requests and Transactions related thereto shall be deemed authentic for the purposes of these Service Terms.

6. Instructions and Procedures from Client

To the extent Bank's performance of the I2P Services requires data or information to be furnished by Client to Bank, or requires certain acts to be performed by Client or its employees, Client hereby agrees to furnish same and to perform all such acts within such times and in such form or manner as is consistent with the instructions and procedures furnished to Client by Bank.

7. Prohibited Payments

Client shall not make a Transaction Request to make a payment to a payee outside the United States or its territories. Each payee must have a valid U.S. mailing address that Bank and its contractors can verify. Client shall not use the I2P Services for unlawful purposes such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, or unsolicited or deceptive messages. Additionally, Client acknowledges that check payment transactions using electronic payment gateways, directories and networks (including but not limited to MasterCard's Remote Payment and Presentment Servi

and iPay Technologies, LLC's common biller directories and payment aggregators) are not intended for use to make payments for alimony, child support, taxes or other governmental fees or court-directed payments ("Legal Payments"). Client acknowledges that if it or any of its users submits a Legal Payment involving these types of payments through the I2P Service, Bank will not be liable for statutory penalties, or any other expense, fine, claim or damage related to non-payment upon the processing or completion of such a payment. Bank reserves the right to refuse to pay any payee to whom a payment is directed using the I2P Service if Client or any user of Client attempts to make a prohibited payment or any Legal Payment. The I2P Services will notify Client if Bank decides to refuse to pay a payee designated by or Client or its representatives.

8. Bank's Denial Rights

Bank reserves the right to decline to provide the I2P Services and, in its sole discretion, to suspend or deactivate access of one or more of Client's users. Additionally, Bank reserves the right to deny or refuse to provide the I2P Services (each or any a "Denial") to prevent a loss to Bank or its contractors in certain circumstance, including but not limited to: (a) Denial is requested by law enforcement or a regulatory agency; (b) there has been a security breach or unauthorized access related to a user of Client; (c) Bank deems Denial necessary, in its sole and absolute discretion, for risk management purposes or to prevent any liability for Bank or its contractors; (d) a user of Client is believed to have engaged in fraudulent acts, violations of law, or violations of the Agreement under which access to the I2P Services was provided; (e) Bank believes that to provide continuing access to the I2P Services is otherwise legally risky or commercially unreasonable under the circumstances; or (f) Bank believes that to provide the I2P Services would be illegal. Denials made by Bank pursuant to this section will continue as long as necessary and will not create any liability from Bank to Client.

9. Security/Confidentiality

Bank is not responsible for the confidentiality, security or integrity of information while in transit over the internet or any third-party communication/utility lines or otherwise outside of Bank's or its contractors' systems or networks. Bank reserves the right to immediately revise its security processes and procedures as Bank believes is necessary for the security of Bank and its contractors and/or Client and its users.

10. Client Responsibilities

Client shall be responsible for the following:

- (a) Establishing procedures and controls for creation, use and maintenance of Transaction Requests.
- (b) Furnishing complete and accurate information for each Transaction Request and furnishing such information in the precise manner and format prescribed in the written procedures explaining the operation of the I2P Services furnished to Client by Bank. Client acknowledges that any administrative messages or comments conveyed with a Transaction Request shall be for Client's own internal reference and shall not be binding on Bank or alter the pertinent details of such Transaction Request. Client further acknowledges that failure to comply strictly with such procedures may delay or prevent implementation of Transaction Request(s) or result in Transactions from Client's account(s) to unintended payees.
- (c) Verifying directly through the Digital Banking Service that Transaction Requests have been transmitted by Bank for payment. Bank shall have no duty to notify Client that any Transaction Request has not been, or will not be transmitted by Bank due to incomplete or inaccurate information, inaccurate format, or any other reason. Any notice which Bank may give from time to time shall not establish, by course of dealing or otherwise, any duty to notify with respect to other transactions.
- (d) Providing sufficient available funds on deposit with Bank for satisfaction of each Transaction Request. Bank shall have no obligation to honor any Transaction Request which would exceed the balance of Client's immediately available funds; provided, however, that Client shall be liable for any amount that Bank elects to transmit in excess of such balance.
- (e) Examining each business day the daily Transaction advice furnished or made available to Client by Bank for each Transaction Request and notifying Bank immediately (and confirming such notice promptly in writing) of any unauthorized, incorrect or delayed Transactions reflected in such advices. Client acknowledges that time is of the essence in reviewing Transaction advices and reporting discrepancies in order to prevent or limit loss by reason of unauthorized, erroneous, or delayed Transactions, and compliance with this requirement is a condition precedent to any recovery against Bank for its alleged error or negligence in connection with such Transaction Request.
- (f) Paying Bank's fees and charges in effect from time to time for the services provided hereunder. Client shall also reimburse Bank for any actual expenses to execute, cancel or amend any Transaction Request or perform any related act that Client may request.

11. Bank Responsibilities

Bank shall be responsible for the following:

- (a) Transmitting promptly and accurately Transaction Requests made in accordance with these Service Terms. Bank will endeavor to transmit Transaction Requests on the Business Day received, when received before Bank's applicable cutoff hour, or on such later date as may be specified in the Transaction Request, but Client agrees that Bank shall not incur liability for delay in transmitting a Transaction Request if Bank acted in good faith. Bank may transmit on any subsequent Business Day any Transaction Request received after the applicable cutoff hour, (or which for other reason cannot be implemented on the day received) without notice to, or further request, by Client.
- (b) Furnishing or making available Transaction information to Clients each Business Day.

12. Limitation of Liability

Notwithstanding anything to the contrary in the General Terms and Conditions, Bank shall not be liable for any damage, loss, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of any of the following:

- (i) The insolvency, negligence, misconduct, mistake or fault of any payee or any other person or entity to which any funds are forwarded in connection with a Transaction Request, nor for loss or interception of same in transit; or
- (ii) Any claim that a Transaction Request deemed authentic in accordance with these Service Terms was in fact unauthorized. Bank shall be deemed to have exercised due care in accepting all such Transaction Requests; or
- (iii) Any claim made under any of the circumstances set forth below that a Transaction Request was not transmitted or implemented promptly or accurately: (1) Where Client failed to comply with any of the responsibilities or conditions set forth in these Service Terms or any related Service Documentation; or (2) Where Bank delayed transmission of a Transaction Request in a good faith effort to secure further verification of its authenticity; or (3) Where occasioned by cause beyond Bank's reasonable control, including without limitation, an act of God or governmental authority, any natural disaster, fire, flood, storm, strike, civil commotion or labor unrest, act of terrorism, riot, malfunction or interruption of communications, computer, or transmission facilities, nonperformance by Bank's vendors, or errors or acts by any third party.
- (iv) Any claim made that a Transaction Request was not transmitted where Bank, or any third party acting on behalf of Bank, rejects any Transaction Request or to freeze or block assets in any amount or to terminate Client's account pursuant to Bank's obligations under any regulations promulgated by the Office of Foreign Assets Control of the U.S. Treasury Department or pursuant to Bank's obligations under any other domestic or international laws applicable to the Transaction Request, including but not limited to, Bank Secrecy Act.

13. Miscellaneous

13.1 Modifications to Transaction Requests. Client's attempted revocation or amendment of any Transaction Request shall not be binding on Bank unless received in such time and manner as to afford Bank a reasonable time to act thereon prior to transmission of the Transaction.

13.2 Relation to other services. Nothing contained in these Service Terms is to be construed to affect the authority which any officer, employee, or agent of Client may presently have with respect to signing checks drawn on Client's account(s) or effecting transactions under Client's Account with Bank.

Line of Credit Sweep Service

These Terms and Conditions provide information on the use of the Line of Credit Sweep Service (listed as Loan Sweep in the Enrollment Form) described below.

1. Description of Service

The Line of Credit Sweep Service allows Client to maintain a specified target balance in a designed Account through automatic advances from an existing line of credit with Bank (the "Credit Facility") and/or pay down the outstanding principal balance of such Credit Facility from such Account.

2. Service Setup

Client may elect to use the Line of Credit Sweep Service to advance funds under a Credit Facility to a designated Account and/or make automated payments from an Account to a Credit Facility.

2.1 Advances from Credit Facility. Client authorizes Bank to advance funds under Client's Credit Facility and transfer advances automatically to Client's designated Account in such amounts as may be needed from time to time to cover checks and other charges to the Account and to maintain in the Account a ledger balance of not less than the minimum amount ("Target Balance") designated by Client from time to time. Bank reserves the right to change the amount of the Target Balance from time to time. In addition to the sweep from a Credit Facility, Client shall elect to set up automatic payment or not.

(i) Auto Repay. Following posting of all checks and other charges in the designated Account each Business Day, in the event there is an excess collected balance above the Target Balance, Bank automatically will transfer and apply such excess funds to the reduction of any outstanding principal balance on the Credit Facility. If Client elects to make any payments on the Credit Facility by any means other than through this Line of Credit Sweep Service, Client understands that such payments shall be applied pursuant to the terms of the loan documents related to the Credit Facility and may not be processed for up to three (3) Business Days.

(ii) No Auto Repay. Bank shall have no obligation to automatically transfer and apply any funds in the Account to payment of principal on the Credit Facility. Client shall be responsible for initiating any payment on the Credit Facility by other means.

2.2 Repayment of Credit Facility Only. Following posting of all checks and other charges in the designated Account each Business Day, in the event there is an excess collected balance above the Target Balance, Bank automatically will transfer and apply such excess funds to the reduction of any outstanding principal balance on the Credit Facility. Client expressly authorizes Bank to transfer funds automatically from Client's designated Account(s) to the designated Credit Facility, and subject to Client's agreement to maintain the Target Balance in such Account. Bank reserves the right to change the amount of the Target Balance from time to time.

2.3 Interest. Bank will automatically debit the Checking Account for payment of accrued interest which becomes due and owing on the Credit Facility.

3. Participation and Termination

Client acknowledges: (i) that participation in this Line of Credit Sweep Service is not a condition of Client's Credit Facility; (ii) that the Target Balance applicable to the designated Account is intended to compensate Bank, in part or in whole, for checking services and not as compensation for the Credit Facility or for transfers or advances under the Credit Facility; and (iii) that Client may terminate this Line of Credit Sweep Service and thereafter make request, in writing or in such other manner as Bank may choose to accept, for each advance or transfer.

4. Credit Facility

These Service Terms are not intended to and shall not amend or supersede any loan document related to the Credit Facility. Each advance or payment made pursuant to the Line of Credit Sweep Service shall be subject to all terms, conditions, provisions, and covenants of the Credit Facility promissory note and related documentation.

5. Delay or Termination of Advances

Bank may delay or discontinue, without notice, advances pursuant to this Line of Credit Sweep Service in the event of any one or more of the following circumstances: (i) any insufficiency of Client's available credit under the Credit Facility or any other circumstance which would excuse Bank from advancing funds under the Credit Facility, including any default under the Credit Facility loan documents or maturity of the Credit Facility; (ii) Bank's receipt of notice of an act of insolvency, levy, garnishment, attachment or legal process affecting Client; (iii) act of God, fire, riot or civil disturbance, computer (hardware or software) or communications systems outage or malfunction; (iv) any cause beyond Bank's reasonable control; or (v) termination of the Checking Account or Credit Facility. Client acknowledges that this Line of Credit Sweep Service is an accommodation for Client's convenience.

Liquidity Sweep Service

These Terms and Conditions provide information on the use of the Liquidity Sweep Service described below.

1. Description of Service

Bank will provide to Client a service, whereby on a daily basis Bank will automatically transfer excess funds above a minimum ledger balance (the "Target Balance") from a designated Account (a "Master Account") into a separate interest-bearing deposit account held by Bank in the name of Client (a "Sweep Account").

2. Service Setup

Client shall identify the designated Master Account and specify the Target Balance with Bank. Client may change the Target Balance upon written notice to Bank, which shall be effective after a reasonable time for Bank to implement such change.

3. Liquidity Sweep

3.1 Automatic Sweep of Funds. Following posting of all credits, debits, and other charges in the designated Master Account each Business Day, if the ending collected balance is greater than the Target Balance, Bank will automatically transfer funds from the Master Account to the Sweep Account in the amount by which such ending collected balance on such banking day exceeds the Target Balance. Funds in the Sweep Account are transferred back to the Master Account the next Business Day and considered a credit to the Master Account thus allowing the funds to be used to authorize or pay debits and other charges in the Master Account.

3.2 Statements. Bank will provide periodic statements for the Master Account and Sweep Accounts showing the amount withdrawn therefrom or deposited thereto in connection with each Sweep Transaction, and including any interest attributable to the Sweep Transactions.

3.3 Interest Accrued on Transaction. Bank shall pay interest on the Sweep Account based on the rate provided upon service implementation. The rate on the Sweep Account is a Bank managed rate and is subject to change based on balances and market conditions. Interest will accrue on each Business Day and will be credited to the Sweep Account at month end and then automatically transferred to Master Account.

4. Client Acknowledgment

Client understands and acknowledges that: (i) funds swept out of the Master Account and maintained in the Sweep Account will be insured by the FDIC only to the standard FDIC deposit limit per business relationship; and (ii) no communication (written or oral) received from Bank shall be deemed to be an assurance or guarantee as to the expected results of any Sweep Transaction.

5. Access to Funds

Client may access the funds within the Sweep Account only to the extent the funds may be accessed through the Master Account.

Lockbox Service

These Terms and Conditions provide information on the use of the Lockbox Service described below.

1. Description of Service

The Lockbox Service consists of remittance processing services and the deposit of checks into designated Accounts. Bank may provide optional data entry and image services to Client as mutually agreed to by the parties. Remittances set up in implementation can be obtained from a designated post office box ("Box") owned or controlled by Bank or received through one of Bank's banking centers ("Banking Centers").

2. Implementation of Service

2.1 Lockbox Accounts. Client shall establish and maintain one or more non-interest-bearing Account(s) (the "Lockbox Account(s)") for the deposit of remittance receipts.

2.2 Remittance Documentation. Prior to commencement of services, Client will furnish to Bank such data, authorizations, and other information, forms and documents as Bank may request and Client shall do so in sufficient time to enable Bank to perform its preparation and testing functions. All such data and information furnished to Bank by Client shall be in a form acceptable to Bank. Once Client formulates a remittance document and a return envelope approved by Bank, no change may be made to either document without obtaining Bank's prior review and written approval with respect to any change in any aspect of the remittance documents or envelopes, including without limitation paper weight, color, size, ink, and location of information on a document. Client shall afford Bank reasonable time to respond to such change and to perform any appropriate testing to confirm that such change will not create processing problems or additional costs.

2.3 Compliance with Remittance Specifications. Client understands that the Lockbox Services will be performed generally by the use of automated equipment, that the equipment will not function properly to perform the Lockbox Services if Client fails to comply with such obligations and specifications required by Bank, and that any such failure may degrade quality

and timeliness of the Lockbox Services, in addition to increasing expenses for Bank and per-item pricing for Client. Bank shall promptly notify Client of such failure to comply, and Client shall be given a reasonable period of time to correct such non-compliance.

2.4 Online Services. Client may access additional online Lockbox Services by also enrolling in the Digital Banking Service. Such online Lockbox Services, include but are not limited to, online image archive, Lockbox Exception Module, Low Volume Lockbox and online reports (“Online Lockbox Services”).

3. Service

Upon commencement of the Lockbox Service, Bank will (i) provide a unique address for directing mailed remittance documents, either a Box or department number within a Box; or as agreed upon to a Banking Center (ii) collect the contents of the Box at such times as Bank may establish; (iii) open envelopes or other contents of the Box; (iv) remove and inspect the remittances, items and enclosures; and (v) and process or handle the remittances, items and enclosures as provided herein. An acceptable item (or “Check”), which will be processed is one which conforms with the following:

(i) Payee. The name of the payee on the item shall be one of the names, or a reasonable variation thereof, identified by Client on such forms as Bank may require, but Client may authorize Bank to deposit all items addressed to Client’s Box or otherwise received for processing through Bank’s Banking Centers.

(ii) Date. All undated Checks will be processed by Bank as hereinafter provided. Postdated checks will be deposited unless otherwise indicated on Bank’s forms and agreed upon by Bank.

(iii) Amount. Either a written or numerical amount shall be given; but if both are provided and they differ, Bank will use the amount supported by accompanying documents (Retail Lockbox only). If these conditions are not met, the item will be processed for the written amount.

(iv) Signature. The item must bear the drawer’s signature or indicate the drawer’s name. If there is no signature, but the drawer’s name is included on the item, Bank will affix a stamp impression requesting the drawee bank to contact the drawer for authority to pay the item.

(v) Alterations or Restrictions. Checks bearing restrictive notations such as “Payment in Full”, “Balance on Account”, or “Final Settlement” will be deposited, unless otherwise agreed to by the parties.

(vi) Drafts. All signed sight drafts or payable through drafts of one thickness of paper with MICR numbers will be handled in the same manner as other items. All other drafts will either be processed on a collection basis or forwarded to the Client as Bank deems appropriate.

(vii) Cash. Client will instruct each remitter to pay by check, money order, cashier’s check or debit or credit card only. Bank will process and deposit all cash received; however, Bank will assume no liability for cash mailed by Client’s remitter beyond such cash as is actually received and receipted for by Bank.

Notwithstanding anything contained herein to the contrary, Bank’s only obligation shall be to utilize ordinary care in processing and depositing Checks and Bank shall have no liability for the processing or deposit of any item which does not conform to the foregoing standards.

4. Processing

Checks shall be processed and deposited as received in the following manner:

4.1 Coupons (Retail Lockbox only). Client will provide its customers (“Customer”) with Remittance Coupons (“Coupons”) that comply with Bank’s document specifications. Upon receipt Bank will utilize Optical Character Recognition (“OCR”) technology to compare the amount on the Coupon with the amount of the Check.

4.2 Endorsements. Bank will apply an endorsement to each Check reflecting credit to the named payee.

4.3 Deposits. Except for Checks eligible for Accounts Receivable Conversion as provided below, each Check shall be processed and deposited in the designated Account(s), at which time Client shall become a depositor of Bank with respect to those Checks, and the collection of such items shall be governed by the terms herein and the Account Agreement. Any inconsistencies between these Service Terms and the Account Agreement shall be controlled and governed by this Agreement and these Service Terms.

4.4 Remittance Material Disposition. All statements, invoices, correspondence and other papers accompanying Checks as well as copies of the processed Checks (applicable to Wholesale Lockbox only) and deposit ticket(s) shall be destroyed by Bank or delivered to Client in the customary manner of Bank, or in such other manner as may be agreed to by Bank and Client.

4.5 Record Maintenance. Bank will maintain an image record of each Check deposited. Such record will be retained by Bank in accordance with Bank's record retention schedule in order to reconstruct any specific deposit by means of duplicate photocopies should the need arise and as requested by Client (subject to the payment of Bank's then prevailing charge for such service).

4.6 Stop File (Retail Lockbox only). If applicable, Client will provide a stop file transmission to Bank in accordance with the time frames set up during implementation. Bank will rely on the stop file to compare, by means of computer processing, and determine Coupon(s) which Client desires to be forwarded to Client without deposit. Bank will have no obligation to make manual comparisons and Client understands that identification of Coupons on the stop file must be accurate and consistent with Bank's software. Bank has no obligation to avoid depositing of checks when either OCR coupons or a stop file is not in compliance with Bank's specifications. Bank will continue to rely on the most current stop file successfully received in the event Client fails to transmit a new stop file by the agreed upon time.

4.7 Accounts Receivable Conversions ("ARC"). Client may elect to use the ARC service, which converts Checks received for deposit to an ACH transaction for collection whereby the amount of the check, routing number, account number and check serial number are transmitted to the financial institution. Client represents and warrants to Bank that Client has given notice to each of its Customers who make payments to the Box that payments received by check will be processed electronically and Customer has not given notice to Client to opt out of this process. In the event any Customer has opted out of the process, Client shall add Customer to the opt-out file transmitted to Bank as set forth below. Client further represents and warrants that, with regard to ACH transactions as contemplated by the ARC service, it agrees to abide by and is in compliance with the NACHA Rules as amended from time to time.

4.8 Opt-out Files (Retail Lockbox only). If applicable, Client will provide an opt-out file transmission to Bank should the Client use the ARC service. Bank will rely on the opt-out file to compare, by means of computer processing, and determine what Checks are eligible for check conversion. Bank will have no obligation to make manual comparisons and Client understands that identification of Coupons on the opt-out file must be accurate and consistent with Bank's software. Bank has no obligation to avoid check truncation when either OCR coupons or the opt-out file is not in compliance with Bank's specifications. Bank will continue to rely on the most current opt-out file successfully received in the event Client fails to transmit a new opt-out file by the agreed-upon time.

4.9 Unprocessable Items. All items which are not acceptable shall not be processed, but shall be returned to the Client along with statements, invoices, correspondence, and other papers accompanying such item. Such items and papers shall be delivered in the customary manner of Bank or in such other manner as may be agreed to by the parties.

4.10 Transmissions. If applicable, Bank may provide Client data and image transmission files if requested by Client and agreed to by Bank.

4.11 Lockbox Exception Module. If enrolled in the Online Lockbox Services, the Lockbox Exception Module enables Client to review and decide exception transactions online. Client and Bank will establish mutually agreeable processing deadlines for exception transactions. With regard to exception transactions that have not been reviewed online and decided by Client in accordance with Bank's online instructions and within the established deadline, no funds will be deposited and the remittance transaction shall be delivered to Client in the customary manner of Bank, or in such other manner as may be agreed to by the parties.

4.12 Daily Reports (Retail Lockbox only). Daily reports shall be available online, or shall be delivered with optional image files to Client in the customary manner of Bank, or in such other manner as may be agreed to by the parties.

4.13 Banking Centers. For over-the-counter payment transactions received at a Banking Center, if such transactions are permitted by Bank, Client agrees to the following processing instructions to qualify payment transactions: (i) all payment transactions must be by check or cash and include a coupon with the check or cash; (ii) the payment transaction must be a balanced payment containing one check or the exact amount of cash per coupon; no multiple check or document transactions will be accepted; (iii) only "payments in full" will be accepted; (iv) payments subject to late fees will not be accepted; (v) payments received over the counter will be processed through Bank's lockbox operations area for deposit

the next business day; (vi) payment transactions will be receipted at the time of presentment; (vii) remittance transactions will be made available the next business day through Bank's online lockbox image archive, if applicable; and (viii) the actual remittance documentation will be held for 120 days and then securely destroyed. Any additional business requirements to qualify payment transactions must be submitted in writing and agreed to by all parties.

4.14 Review of Transactions. Client agrees to promptly review deposit transactions and other records Bank makes available to Client, whether in electronic or paper form, and to promptly report any discrepancy to Bank.

5. Return Items

Items deposited to the designated Account(s) which are returned unpaid because of "insufficient funds" or "uncollected funds", or the like, will be debited from such Account(s). Bank will charge the Client for the amount of the item by debiting the Account(s) and send the item with debit advice to the address stated for receipt of statement. If Client requests the redeposit option, Bank will redeposit item once, without notice of return to Client, and only with respect to items returned for reason of "insufficient funds" or "uncollected funds." The charge for returned items will be at Bank's then-prevailing rate. If alternative return requirements are desired, such requirements shall be agreed to by the parties.

6. Items Mailed to Client

Remittances which are sent directly to Client may be forwarded to the Box and will then be handled in accordance with the Service Terms.

7. Foreign Currency

Canadian items are processed at face value with subsequent corrections to Client's Account(s) for exchange rate charges and fees. All other items drawn in foreign currency will be processed on a provisional or collection basis as available. Credit for items processed on a collections basis will be posted upon receipt of paid collections less all applicable fees and charges. In the event a Canadian or other provisional credit item is returned, credit will be reversed at Bank's buying rate for the currency of the item on the date the return is processed.

8. Fees

In addition to any fees or expenses provided in the Agreement, Bank reserves the right to assess without further notice a surcharge for excess OCR rejects if the rate of rejects exceeds four percent (4%) during a month.

9. Terms

Notwithstanding the termination provisions in the General Terms and Conditions, the Lockbox Service may be terminated by either party for convenience with written notice of termination furnished to the other party at least ninety (90) days in advance of the effective date of termination. Also, either party may terminate the Lockbox Service at any time in the event that the other party materially breaches its obligations herein. Written notice of termination, and the reasons therefore, shall be given in advance, along with a thirty (30)-day opportunity to cure such breach, except no cure period shall exist for a breach by Client regarding failure to make payment when due. Bank may immediately terminate the Lockbox Services upon written notice to Client in the event of Client's breach of any other agreement or obligation with Bank, or Client's insolvency or Bank's reasonable concern as to Client's financial prospects. In the event that Client shall fail to utilize the Lockbox Services described for a period of three (3) months, Bank may deem the Lockbox Services terminated. No termination of the Lockbox Services shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration.

10. Low Volume Lockbox Services (Wholesale Lockbox Only)

Client may be eligible for the Low Volume Lockbox service, which is available through the Online Lockbox Services and designed for Clients that receive up to 200 monthly transactions. The service is restricted to a basic deposit-only lockbox process with imaging and online access to all remittance documentation and daily reports. No special processing or optional services will be available other than described in this Section. For the Low Volume Lockbox service, Client agrees to the following processing instructions to qualify payment transactions: (i) a transaction will be considered a Check with remittance documentation attached, or miscellaneous correspondence received with a Check; (ii) all transactions received through the lockbox will be imaged; (iii) remittance transactions and daily reports will be made available the next business day through the online lockbox image archive; (iv) payments will be processed each business day and deposited by 5 p.m. ET; (v) all remittance documentation will be imaged through the lockbox process, and Bank will securely store and destroy remittance documentation after thirty (30) days; and (vi) monthly transaction volume that exceeds the established 200 transaction threshold will be assessed a premium charge. Special pricing associated with the Low Volume Lockbox service is restricted to the processing requirements outlined herein. Any additional business requirements or services requested must be submitted in writing and agreed to by all parties and are subject to additional fees. At Client's election, monthly fees for the Low Volume Lockbox service can be directly charged to Client's Account.

11. Healthcare Provider Activities

11.1 Business Associate Agreements. (This section only applies to Clients who have protected health information). If Client is a “covered entity” as defined under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), Client shall notify Bank prior to the commencement of the Lockbox Services if the performance of such Services by Bank shall include the creation, receipt, use or disclosure of protected health information as defined in HIPAA, so that Bank may enter into a written business associate agreement with Client. Client further agrees that after the effective date of the Lockbox Services, if there is any change to the Lockbox Services that causes Bank to create, receive, use or disclose protected health information, Client shall notify Bank in writing at least thirty (30) days in advance of such proposed change so that Bank may determine if the requested change can be accommodated, and, if so, enter into a written business associate agreement with Client.

Mobile Remote Deposit Capture Service

The following terms and conditions govern the Mobile Remote Deposit Capture (“Mobile RDC”) Service described below.

1. Description of Service

The Mobile RDC Service allows an Authorized User to make deposits to a designated Client Account from the Authorized User’s mobile devices by scanning checks and delivering the images and associated deposit information to Bank. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. To access the Mobile RDC Service, Client must be enrolled in the Digital Banking Service.

2. Authorized Transactions

Bank shall be conclusively entitled to deem any item transmitted to Bank through the Mobile RDC Service to be authorized by, and binding upon, Client: (i) if the item is made by Client or its actual or apparent agent, or (ii) if Bank reasonably believes the electronic transmission of the item was sent by an Authorized User by way of compliance with the correct Security Credentials.

3. Eligible Items

Client agrees that an Authorized User may only scan and deposit checks as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). Client agrees that the image of the check transmitted to Bank shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in the State in which Client’s business deposit is located. Client agrees that Client will not use the Service to scan and deposit any checks or other items as shown below: (i) Checks or items payable to any person or entity other than Client, including a check payable to “Cash”; (ii) Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which Client knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iii) Checks or items previously converted to a substitute check, as defined in Reg. CC; (iv) Checks or items drawn on a foreign bank or payable in a foreign currency; (v) Checks or items that are demand drafts or remotely created checks (checks lacking the original signature of the drawer); (vi) Checks that have been previously returned stop payment or account closed; and (vii) Checks or items that are postdated or dated more than six months prior to the date of deposit. Bank’s processing of any of the checks described above shall not obligate Bank to continue that practice, and Bank may stop doing so without cause or prior notice. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only.

4. Image Quality

The image of a check or item transmitted to us using the Mobile RDC Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses.

5. Endorsements

Client agrees to restrictively endorse (sign on the back) any item transmitted through the Service as follows: “For Mobile Deposit Only, to First Horizon Bank Account of” followed immediately by an authorized signer’s endorsement (signature) or as otherwise instructed by Bank.

6. Receipt of Items

Bank reserves the right to reject any item transmitted through the Mobile RDC Service, at our discretion, without liability to Client. Bank is not responsible for items we do not receive or for images that are dropped during transmission. Client agrees to receive notices electronically relating to the Mobile RDC Service whether or not you have previously agreed to accept electronic disclosures. An image of an item shall be deemed received when Client or the Authorized User receives an electronic confirmation from Bank that the image was received. Receipt of such confirmation does not mean that the transmission was error free or complete.

7. Representations and Warranties; Indemnification

As to all items transmitted to Bank, Client represents and warrants that: (i) Client and any Authorized User will comply with the terms and conditions set forth in these Service Terms; (ii) only transmit eligible items; (iii) the digital image of the check transmitted to Bank is a sufficient copy that is a true, correct and accurate image that represents all the information on the front and back of the original check at the time the original check was transmitted; (iv) Client has good title to each check and item and no defense of any party to the check is good against Client; (v) the original check, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depository bank, drawee, or drawer will be asked to pay a check that it already has paid; (vi) Client has no knowledge or notice of information to indicate that the transaction is fraudulent. Client agrees to indemnify and hold Bank, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which Bank may be subjected or which Bank may incur in connection with any claims which might arise from or out of Client's use of the Mobile RDC Service.

8. Provisional Settlement; Returns

Client acknowledges that all items transmitted to Bank through the Mobile RDC Service may be returned by the receiving institution for insufficient funds or other reasons, including claims or returns that the electronic representation of the item does not meet legal equivalence requirements under federal or other applicable law. In addition, Client acknowledges that Bank will have no responsibility for the return of any item due to improper endorsement or the delayed return of a substitute check that includes any message text or other information added by Client in the depository bank endorsement area. Any credit or consideration given by Bank to Client with respect to any item deposited shall be deemed provisional, and Bank shall be entitled to revoke same without prior notice in the event one or more transmitted items are rejected or returned to Bank for any reason.

9. Availability of Funds

Client agrees that items transmitted using the Mobile RDC Service are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile RDC Service will generally be made available in two (2) Business Days from the day of deposit. In some cases, Bank may not make the funds available in accordance with the general policy. If Client makes a deposit before 9 p.m. ET on a Business Day, Bank will consider that day to be the day of deposit. If Client transmits an item after 9 p.m. ET, or on a non-Business Day, Bank may consider that the deposit was made on the next Business Day.

10. Safeguard and Disposal of Transmitted Items

Client agrees to retain the original check, or a sufficient copy of the front and back of the item, until final settlement of the item should there be any dispute that the image does not satisfy legal equivalence requirements. Client, and any Authorized User acting on behalf of Client, agree to adopt commercially reasonable procedures to safeguard all original checks transmitted to Bank until the checks are destroyed by Client.

11. Deposit Limits

Deposits transmitted through the Mobile RDC Service are limited to a specified dollar amount per one (1)-day period as well as rolling thirty (30)-day period. This limit can be found within the Mobile RDC Service application. Bank reserves the right to change limits on the amount(s) and/or number of deposits that Client transmits using the Mobile RDC Service and may modify such limits from time to time.

12. Deposit Errors

Client agrees to notify Bank of any suspected errors regarding items deposited through the Mobile RDC Service right away, and in no event later than thirty (30) days after the applicable Account statement is sent or made available. Unless you notify us within thirty (30) days, such statement regarding all deposits made through the Mobile RDC Service shall be deemed correct, and client is prohibited from bringing a claim against Bank for such alleged error.

13. Termination

Notwithstanding the Termination provisions in the General Terms and Conditions, Bank may terminate the Mobile RDC Service at any time and for any reason. No termination of the Mobile RDC Service shall impair or affect the rights, obligations or remedies of either party which may have arisen or accrued prior to the effective date of such termination.

Positive Pay Service

These Terms and Conditions provide information on the use of the Positive Pay Service described below.

1. Description of Services

The Positive Pay Service allows Client to provide Bank with an electronic listing of all new checks issued by Client ("Check Issu

File”) for designated Accounts before such checks are presented to Bank for payment. Checks that match checks in the Issue File may be paid without decision of Client. Items that do not match the Check Issue File will be referred to Client for instruction to pay or return. The reporting and decision-making process regarding the Positive Pay Service may be provided through the Digital Banking Service and the terms of the Digital Banking Service are incorporated herein by reference.

2. Check Issue Files

Client shall transmit to Bank Check Issue Files for checks issued on each designated Account(s), which shall include a listing of the check number and account number which was MICR-encoded on each check, and the dollar amount of each check, for each check issued by Client, or on Client’s behalf, on the Account(s) since Client’s most recent Check Issue File was transmitted to Bank. Client will use a secure method of file delivery that is mutually agreeable to both parties. Check Issue Files received by Bank by 7:30 p.m. ET on a Business Day will be processed the same day. Check Issue Files received by Bank after 7:30 p.m. ET will be processed the next Business Day. Check Issue Files should be sent to Bank the Business Day prior to issuing the checks.

3. Bank Processing of Check Issue Files

On the evening of each Business Day, Bank shall process the Check Issue File generated from the transmittal of the most recent Check Issue File and add the new check issue information (check number, account number, dollar amount, and if Client so elects, payee’s name) to the existing history of checks issued on the Account(s), and checks paid on the Account(s), which history is maintained in Bank’s account reconciliation system. When checks on the Account(s) are presented to Bank for payment, Bank shall compare the check number, account number, and dollar amount MICR-encoded on the checks that are presented with the check number, account number, and dollar amount of checks described in the account reconciliation system data in order to identify any checks for which such data on the check does not entirely match such data in the account reconciliation system (“Suspect Items”).

3.1 Payee Name Verification. Client may also elect to use payee name verification under which, in addition to check number, account number and dollar amount, the payee’s name may be used for comparison of names on checks described in the account reconciliation system. Bank will be obligated to validate the payee name on checks if the payee name was included in the Check Issue File prior to check presentment for any period of time “payee name verification” is requested by the Client and provided by Bank. If Client does not submit the payee name for verification, then the payee name will not be used as a means of identifying checks in the account reconciliation system. Bank shall have no obligation to take note of any information (other than payee’s name, check number, account number and dollar amount) which may appear on the check. Payee name verification will not be available for the verification of checks converted and electronically presented to Client’s account via ACH described below as check images will not be available.

3.2 ACH Verification. In using this feature, Client authorizes verification of checks via conversion and electronic presentation to Client’s account via ACH. Client authorizes Bank to validate corporate checks presented to Bank via ACH with an entry class code of “ARC” (Accounts Receivable Entry), “POP” (Point-of-Purchase Entry), “BOC” (Back Office Conversion), or future ACH entry class codes that represent check conversion, against the Client’s Check Issue File as previously described, with items not matching information in Client’s Check Issue File (account number, check number and check amount) being referred to Client.

3.3 Suspect Items with Over-the-counter Presentments. Client authorizes Bank to refuse payment of any Suspect Item (including any check validly issued and outstanding) which is presented for payment over the counter. To minimize the incidence of nonpayment of validly issued and outstanding checks, Client shall use its best efforts to refrain from delivering or sending checks to payees for one Business Day after Client transmits the Check Issue File to Bank by the deadline specified above.

3.4 Suspect Items with Other Presentments. For checks that are presented for payment by means other than over-the-counter payment, Bank shall notify Client by 9:00 a.m. CT on a Business Day, via e-mail or by such alternate means as may be agreed by the parties in writing, that each such check which is a Suspect Item is available for review through the Digital Banking Service. Client shall log in to the Digital Banking Service, and complete its review and approval of each Suspect Item for which Client authorizes payment by 2:00 p.m. CT of the same Business Day. Unless Client otherwise elects a default “pay” decision, Bank shall be entitled to return unpaid any Suspect Item for which Bank fails to receive such payment authorization notification from Client by the foregoing deadline, regardless of any practice or course of dealing, if any, to retain any Suspect Items past such notification deadline. Bank shall be entitled to pay any Suspect Item for which an Authorized User of Client under the Digital Banking Service or such other authorized representative of Client notifies Bank to make payment. Client shall add to its next Check Issue File all Suspect Items which are paid pursuant to the instructions of an Authorized User.

4. Check Print Layout Specifications

Bank provides Client with the check print layout specifications in order to obtain the best read rate for Payee Name capture. If Client fails to follow Bank's requirements and the acceptable read rate drops below 85%, then Bank may in its discretion impose higher fees. Before implementing such fees, Bank will notify Client and give Client thirty (30) days to correct the deficiency. Client understands that there may be delays in exception reporting if the acceptable read rate drops below the aforementioned 85%.

Remote Deposit Capture Service

These Terms and Conditions provide information on the use of the Remote Deposit Capture ("RDC") Service described below.

1. Description of Service

Client may use the RDC Service to create a digitized image of each check and truncate the original check for the electronic transmission of a file to Bank where the image may be used to create a "Substitute Check" as that term is defined under federal law, or other electronic representation that is processed for collection through the Federal Reserve or other clearinghouses, or directly to the paying institution, collectively referred to herein as "Transactions." To access the RDC Service, Client must be enrolled in the Digital Banking Service.

Bank may accept Transactions from Client, or its actual or apparent agent in the event that Client utilizes the lockbox services of a third party for the collection and processing for deposit checks and other items, and in such case the Transactions shall be governed by this Agreement, and, except as specifically modified by these Service Terms, Client's Account(s) shall be subject to the terms and conditions of the Account Agreement. Additional services made available through Bank's remote deposit capture service may be described in attachments.

2. File Processing

Subject to the terms herein, Bank will accept for deposit a file containing the digitized image of checks through the RDC Service. Through the Digital Banking Service, Client can monitor the status of the file as either released or acknowledged. A file may be suspended due to transmission errors, including but not limited to, duplicity, missing items, or exceeding deposit thresholds. If an item is suspended or rejected, Bank may reject the entire file or reject any such item(s) and process the remainder of the file with an adjustment advisory to Client for the item(s) that could not be processed. Client acknowledges that the appearance of the original check and the use of certain background colors, decorative images and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection.

3. Authorized Transactions

Bank shall be conclusively entitled to deem the Transactions to be authorized by, and binding upon, Client: (i) if the Transactions and the electronic transmission of a file are made by Client or its actual or apparent agent, or (ii) if Bank reasonably believes the Transactions and the electronic transmission of a file were sent by an authorized representative of Client pursuant by way of compliance with the correct Security Credentials, or (iii) if Client utilizes the services of a third party for lockbox or other similar services to facilitate the processing of Transactions and Bank reasonably believes that the Transactions and transmission of a file by such third party are sent on behalf of Client, provided that the Transactions and the electronic transmission of a file are in the name of Client.

4. Representations and Warranties of Client Regarding Check Image Transactions

As to the Transactions transmitted to Bank, Client represents and warrants to Bank that: (i) the preparation and presentment of the Transactions comply with the terms and conditions set forth herein and in the Service Documentation; (ii) Client has good title to each check and no defense of any party to the check is good against Client; (iii) the digital image of the check transmitted to Bank is a sufficient copy that is a true, correct and accurate image that represents all the information on the front and back of the original check at the time the original check was truncated, subject to any electronic endorsement added to the check image by Client prior to transmission to Bank, so that a Substitute Check created from the image will satisfy legal equivalence requirements and the image has not been altered in any manner by Client or any third party acting on behalf of Client; (iv) Client, or any third party acting on behalf of Client, has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original check and that the encoded check amount is accurate; (v) Client understands that any message text or other information Client elects to add to the check image transmitted to Bank may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Substitute Check or electronic representation if it is not paid; (vi) the original check, or a paper or electronic representation, has not previously been deposited for collection with Bank or any other financial institution, and no depository bank, drawee, drawer, or endorser will be asked to pay a check

that it already has paid; (vii) Client has no knowledge or notice of information to indicate that the transaction is fraudulent; (viii) Client's warranties to Bank for Transactions apply to the same extent as if Client had deposited an original paper check with Bank; (ix) Client assumes all encoding, transfer, presentment and other warranties of Bank; and (x) that Client will ensure that the identification of previous truncating and reconverting Banks are preserved and that the substitute checks meet the requirements for legal equivalency under Federal Reserve Regulation CC when redepositing substitute checks.

5. Ineligible Items

Client agrees to scan and remotely deposit only checks and other items which are acceptable pursuant to the terms of the Deposit Agreement. Unless Bank specifically agrees otherwise in writing, Client may not use the Services to deposit: (i) checks payable to a third party; (ii) demand drafts or remotely created checks (checks lacking the original signature of the drawer); (iii) checks that are irregular in any way (e.g., where the numerical and written amounts are different); (iv) checks that have previously been returned stop payment or account closed; (v) checks that are postdated or more than six (6) months old; (vi) checks drawn on a foreign bank or payable in a foreign currency; (vii) checks payable to "Cash"; (viii) any substitute check that has not been handled in the collection process; or (ix) any check(s) that exceed any transaction limitation(s) that Bank establishes. Bank's processing of any of the checks described above shall not obligate Bank to continue that practice, and Bank may stop doing so without cause or prior notice. Bank may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only.

6. Retention of Original Checks

Client agrees to retain the original check, or in the event Client utilizes the lockbox services of a third party or other similar services that the third party will retain the original check, until final settlement of the Transaction and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements, so that the original check can be processed for collection. Client, and any third party acting on behalf of Client, agrees to adopt commercially reasonable procedures to safeguard all original checks transmitted to Bank until the checks are destroyed.

7. Returned Checks

Any returned checks delivered by Bank to Client will be in the form of a Substitute Check. For further collection purposes, Client must redeposit the Substitute Check and not the original item. Rescanning the original item for subsequent collection will only be permitted if the returned reason is for poor image quality.

8. Provisional Settlement; Returns

Client acknowledges that Transactions may be returned by the receiving institution for insufficient funds or other reasons, including claims or returns that the Substitute Check or electronic representation does not meet legal equivalence requirements under federal or other applicable law. In addition, Client acknowledges that Bank will have no responsibility for the return of Transactions due to improper endorsement or any error associated with Client's use of an electronic endorsement added to a check image transmitted to Bank, or the delayed return of a Substitute Check that includes any message text or other information added by Client in the depository bank endorsement area. Any credit or consideration given by Bank to Client with respect to any Transactions shall be deemed provisional, and Bank shall be entitled to revoke same without prior notice in the event one or more Transactions are rejected or returned to Bank for any reason.

9. Equipment

9.1 Third Party Equipment. Client may select terminals and other equipment ("Equipment") for use in processing Transactions either from a vendor referred by Bank or from another vendor of Client's choosing, with approval by Bank (collectively, "Third Party Equipment"). Client acknowledges that Bank's referral or approval of any Third Party Equipment is intended solely for the benefit of Bank; and no such approval or consent shall be construed as a representation or warranty by Bank of the Third Party Equipment or that such equipment shall meet Client's needs. Bank reserves the right to revoke its consent to the use of any Third Party Equipment at any time. Notwithstanding any referral or approval of the Third Party Equipment by Bank, the use of any Third Party Equipment shall be strictly at the Client's risk. Bank shall not be responsible to Client for any Third Party Equipment, nor have liability for the malfunction of any Third Party Equipment used by Client for the processing of Transactions. Client agrees to have trained personnel perform routine maintenance on scanners in accordance with the manufacturer's recommendations.

9.2. Bank-provided Equipment. Upon Client's election, Bank will provide Client with Equipment for the use in processing Transactions ("Bank Equipment"). Bank or its agent will instruct Client as to installation, operation and use of Bank Equipment. Client understands that any Bank Equipment furnished, other than sold to the Client, under the provisions of these Service Terms is the property of Bank and agrees not to remove any Bank Equipment from its original place of installation without

the prior written consent of Bank. Client further agrees to protect Bank's ownership of Bank Equipment against all creditors of Client. Item 12.

9.3 Use and Return of Bank Equipment. Client and its employees and agents shall use and operate Bank Equipment in accordance with the terms of these Service Terms and any Service Documentation. Bank will maintain Bank Equipment in serviceable condition, providing service pursuant to the Service Documentation. Bank shall promptly, at its sole discretion, repair or replace all malfunctioning Bank Equipment, such repair and replacement to be at Client's expense. Bank will have the right during reasonable business hours to enter upon Client's premises for the purpose of confirming the existence, condition and proper maintenance of the Bank Equipment. Client agrees to surrender any Bank Equipment to Bank's employees or agents upon request, F.O.B. at the address specified for notice to Bank under this Agreement or as Bank may otherwise instruct, in the same condition as when the Bank Equipment was delivered to Client, normal wear and tear excepted. In the event Client terminates the RDC Services during the initial two (2)-year period of the RDC Services, Bank shall have the right to recoup costs for Bank Equipment and, if necessary, shall have the right of offset to recoup such costs. Client shall be liable to Bank for the value, as determined by Bank, of any the Bank Equipment that is not returned in such condition, together with any costs and expense incurred by Bank in obtaining possession of the Bank Equipment, including reasonable attorney fees.

9.4 Bank Equipment Use for Transactions Only. Bank Equipment is expressly for use in the transmittal of Transactions to Bank. Any reliance by Client on the Bank Equipment for applications outside those supported by Bank is not permitted and strictly at Client's risk.

9.5 Indemnification and Hold Harmless. Client agrees to indemnify Bank against any and all damages to or losses of Bank Equipment for any reason, including fire, theft, or other causes, and agrees to pay Bank the then-current replacement cost of the Bank Equipment and any applicable shipping expenses. In addition, Client agrees to hold Bank harmless from any and all damages that may occur during installation and or use of the Equipment.

10. Hours of Operation

The Client can use the RDC Service to transmit Check information 24 hours a day, seven days a week, except when the system is unavailable due to needed maintenance or system outages. Bank will use commercially reasonable means to notify Client of scheduled maintenances or system outages. Deposit information received by Bank on or after the Service cutoff hour (which Bank may change from time to time) or on a Saturday, Sunday, or holiday, may be deemed received by Bank as of the next Business Day. Bank is not responsible for the unavailability of the RDC Service or any damages that may result from its unavailability. If the RDC Service is not available for any reason or a check cannot be processed by means of the RDC Service, Client may deposit the check at any Banking Center.

11. Examinations and Inspections

Bank or its agent shall have the right, upon reasonable advance notice and during normal business hours, to examine the records of Client and Client's internal processes and controls related to these Service Terms, including but not limited to, Client's accounts receivable cycle and data security policy. In the event Bank's examination and inspection identifies weaknesses in Client's internal processes or controls related to the RDC Service, Client agrees to implement any commercially reasonable recommendations by Bank to cure such deficiency.

12. Limitation of Remedies

Notwithstanding the provisions of Section 14 of the General Terms and Conditions, Bank's liability to Client is to correct any data in which (and to the extent that) errors have been made by Bank's personnel, or by malfunction of Bank Equipment or bank provided software, which are not due to the Client's error, acts or omissions. However, the expense to Bank of correcting such data shall constitute Bank's only responsibility in connection with such errors or in connection with any other performance or nonperformance by Bank under these Service Terms. In the event that Bank undertakes to correct any error caused by a third party acting on behalf of Client or Third Party Equipment, Bank shall not have any liability with respect thereto. Bank shall have no responsibility or liability whatsoever for errors or omissions caused by any Client or third party providing services, software or equipment to Client for use in Transactions.

13. Termination

Upon termination of the RDC Service for any reason, Bank or its agent shall have the right to enter Client's premises to secure and retrieve all original checks or items which Client has previously transmitted the digital image of such check or item to Bank for deposit.

Reverse Positive Pay Service

These Terms and Conditions provide information on the use of the Reverse Positive Pay Service described below.

1. Description of Services

In connection with the Reverse Positive Pay Service, Bank will periodically forward to Client, within the time frame and in the manner as Bank may describe in separate Service Documentation, image copies of checks, warrants or other items that have been presented for payment against Client's designated Account(s) for review and decisioning by Client.

2. Processing

Bank shall provide notice to Client by 9:00 a.m. CT on a Business Day, via e-mail or by such alternate means as agreed by the parties in writing, of each check that is available for review through the Digital Banking Service. Client shall log in to the Digital Banking Service and complete its review and notify Bank whether the Client wants a check, warrant or other item to be paid or rejected for payment by 2:00 p.m. CT on a Business Day. Client shall provide Bank with standing instructions that Bank will implement in the event Bank does not hear from Client within the required time frame. Those instructions shall be either to "pay all" or "return all." Client agrees that in the event Client fails to place standing instructions on file with Bank or fails to provide timely instructions on a Business Day, Bank will adopt the "pay all" approach. Bank is entitled to conclusively rely on Client's "pay" or "return" instructions. Client shall appoint designated representatives as Authorized Users under the Digital Banking Service for purposes of furnishing payment authorizations to Bank. Bank will pay all items subject to the availability of funds on deposit and, in Bank's sole discretion, may overdraw the Account. Any items rejected under Client's standing instruction will be marked "Refer to Maker." Client agrees to respond promptly to any inquiries regarding those items. Client understands that Client may have liability for the payment of any item to a party, including Bank, who is a holder or holder in due course under applicable federal or state law.

3. Over-the-Counter Presentments

Client authorizes Bank to refuse payment of any check, warrant or other item validly issued and outstanding which is presented for payment over the counter. To minimize the incidence of nonpayment of validly issued and outstanding checks, warrants or other items, Client shall use its best efforts to disclose to all payees Bank's right to refuse payment for items presented over the counter.

4. Responsibility of Parties

Client agrees that Bank's duty to Client is to provide images of the check, warrant or other items. Bank shall have no responsibility or liability for payment of any item based upon Client's instructions or standing instructions; provided, however, if Client claims an item is not properly payable due solely to a forged endorsement or material alteration to the payee information, then the rights and responsibilities with regard to the forged endorsement or material alteration shall be determined under applicable law. Other than the duties specifically undertaken as described above, Client relieves Bank of all liability, including liability related to obligations arising under the applicable laws on negotiable instruments and bank deposits or collections, as amended from time to time, or otherwise concerning examination of checks, warrants, or other items presented for payment and Client holds Bank harmless from any and all claims made by anyone for loss or damage.

Statewide Deposit Service

These Terms and Conditions provide information on the use of the Statewide Deposit Service described below.

1. Description of Services

The Statewide Deposit Service allows for individual store or office account numbers to be assigned to each location of Client. Transactions by Client at each location are then concentrated into a single master Account. The Statewide Deposit Service offers a way to make it easier and more convenient for Client to track deposits from multiple stores or office locations. A single monthly statement will be generated by Bank showing transactions separated by each store or office location.

2. Service Setup

Prior to commencement of the Statewide Deposit Service, Client will furnish to Bank such data, authorizations, and other information, forms and documents as Bank may request. All data and information furnished to Bank by Client, its agents and employees shall be in a form acceptable to Bank.

Wire Transfer Service

These Terms and Conditions provide information on the use of the Wire Transfer Service described below.

1. Description of Service

The Wire Transfer Service enables Client to transfer funds by wire through Bank's Digital Banking Service or over the telephone. In these Service Terms, Transfer Requests means an instruction to Bank (including any communication which cancels or amends an instruction) to transfer funds from Client's Account to another account held at a third-party institution. Client agrees to comply with all applicable payment system rules, including the rules of the funds transfer system of the Federal Reserve Banks, and any other applicable laws and regulations.

2. Authorization

In order to use the Wire Transfer Service, Client must designate person(s) as Authorized Users who will initiate and verify all Transfer Requests and provide other instructions with respect to any Account. Such Authorized Users shall be responsible for complying with all Security Procedures established by the parties. Client hereby authorizes Bank to honor, execute and charge to Client's Account(s) any and all Transfer Requests (i) made by any person authorized to so act on Client's behalf; or (ii) made in conformance with the applicable Security Procedures set forth below. All such Transfer Requests shall be deemed authentic for the purposes of these Service Terms.

3. Authentication Procedures

31 Telephone Transfer Requests. To initiate telephone Transfer Requests, Client shall furnish to Bank the names of those persons ("Authorized Representatives") designated by Client to authorize (and, where applicable, to verify) telephonic Transfer Requests. Bank will assign to each Authorized Representative a personal identification number (PIN), which is to be furnished to Bank when making telephonic Transfer Requests. Additionally, Client shall be able to place limitations on the transfer authority of any Authorized Representative. Client may request assignment of substitute PINs or other Security Credentials at any time in order to maintain the integrity of the authentication procedures. Client will furnish to Bank in writing the name of a Security Administrator to establish authorization limitations. Bank shall distribute PINs and other Security Credentials, as applicable, to the appropriate Authorized Representatives through secure e-mail.

32 Online Transfer Requests. To initiate online Transfer Requests, Client must be enrolled in the Digital Banking Service. The Security Administrator(s) shall have the sole responsibility to designate Authorized Users to authorize (and, where applicable, to verify) online Transfer Requests. The Security Administrator may establish various privileges, entitlements and limits on any Authorized Users to authorize Transfer Requests.

33 Reliance on Valid Security Credentials. Bank has established certain Security Procedures for verification of Transfer Requests as set forth in these Service Terms and in Service Documents. Client agrees that the Security Procedures, including any applicable privileges, entitlements and limits placed on Authorized Representatives and Authorized Users that Client elects to use with the Wire Services are a commercially reasonable method of providing security against unauthorized wire transfers. Client agrees that Bank will be entitled to rely conclusively upon the authenticity of all telephonic Transfer Requests by an Authorized Representative or Authorized User using a valid PIN and the authenticity of all online Transfer Requests by an Authorized User using valid Security Credentials. Bank shall have no duty to obtain further verification of any Transfer Request, unless Client has selected additional verification procedures and as agreed to by Bank. Bank shall be entitled to rely upon the authority of those persons designated as Authorized Representative(s) or Authorized User(s) until such time as Bank actually receives written notice to the contrary and has a reasonable opportunity to act thereon.

34 Repetitive Wires. If Client desires to transfer funds on a repetitive basis and completes any Service Documentation for a Repetitive /Template Wire, Bank may assign a repetitive request number to Client, which shall be provided on all applicable repetitive Transfer Requests. Any Transfer Request referencing the repetitive request number will be considered a repetitive Transfer Request. Bank's implementation of any Transfer Request in accordance with these procedures shall in no event be deemed negligence.

35 Additional Limits and Procedures. In its discretion, Bank may impose additional limits and/or verification procedures for Transfer Requests, but it shall have no duty to do so, nor shall any duty be implied by course of dealing or otherwise.

36 Dual Control. As a default setting, Bank implements a dual-control Security Procedure for the administration of the Wire Transfer Service. If the Client opts out of dual control, Client acknowledges that they assume the risk relating to the misuse of the Wire Transfer Service, and Client releases Bank for all liability for any loss, claim, damage or harm which Client may suffer by virtue of the misuse of the Wire Transfer Service.

4. Execution of Transfer Requests

41 Transmission of Transfer Requests. Bank shall transmit Transfer Requests made in accordance with these Service Terms promptly and accurately. Bank will endeavor to transmit Transfer Requests on the Business Day received if received before Bank's applicable cutoff hour, or on such later date as may be specified in the Transfer Request, but Client agrees that Bank shall not incur liability for delay in transmitting a Transfer Request if Bank acted in good faith. Bank may transmit on any subsequent Business Day any Transfer Request received after the applicable cutoff hour, (or which for other reason cannot be implemented on the day received) without notice to, or further request, by Client.

42 Amendment or Cancellation of Transfer Requests. A Transfer Request may be canceled or amended by Client provided that the instruction is received by Bank at a time and in a manner affording Bank a reasonable opportunity to act prior to transmission or release of the transfer. In order to cancel or amend a Transfer Request, an Authorized Representative or Authorized User must provide such request using valid Security Credentials. Once a Transfer Request has been released, the transfer will be final and not subject to cancellation, amendment or reversal by Client, unless the beneficiary bank consents to such request. Bank will not be liable to Client for any damages resulting from the failure of the beneficiary or any intermediary bank to amend or recall a transfer.

43 Notification Advices. Each Business Day, Bank shall furnish, or otherwise make available to, Client notification advisories of all transfers transmitted or received by Bank.

44 Incoming Wire Transfers. Bank shall provide Clients who have arranged for the online wire transfer service with online access to information concerning incoming transfers.

45 Drawdown Requests. Subject to approval by Bank, Client may request Bank to honor a drawdown requests (reverse wire) received by Bank via Fedwire from a different financial institution, which requests that Bank transfer funds from a designated Account to the account of a beneficiary. Client must complete all required forms related to a drawdown request, including any additional terms. Bank reserves the right to not honor a drawdown request.

46 Additional Fees and Charges. In addition to the fees and charges for Wire Transfer Service, Client shall also reimburse Bank for any actual expenses to execute, cancel or amend any Transfer Request or perform any related act that Client may request. Bank is not held responsible for fees taken by intermediary banks that may deduct its charges, if any, from the amount of the Transfer Request.

47 International Wire Block. Client may elect to establish an international wire block for Transfer Requests. If selected, all Transfer Requests shall then include the country as part of the beneficiary information. Client acknowledges and agrees that providing the beneficiary's country accurately is solely Client's responsibility.

48 SWIFT Data. Client acknowledges that access to SWIFT data supplied by Bank for use when initiating online Transfer Requests is the data and property of a third party from whom Bank has licensed rights to the data. Client's use of the data is non-exclusive and nontransferable, and it extends only to Client's use of such data for the purpose of processing Transfer Requests as set forth in this Agreement. Client is prohibited from downloading the data, integrating any data into a commercial directory or database product, or sub-licensing the data to any third party.

5. Client's Responsibilities

51 Safeguarding of Security Credentials. Client shall be responsible for safeguarding the confidentiality of all authorization and Security Credentials furnished to, or selected by, Client for use in connection with the Wire Transfer Service. Client understands that disclosure (whether intentional or unintentional) of such information may result in fraudulent transfers from Client's account(s) for which Bank will have no responsibility;

52 Internal Controls. Client shall establish appropriate procedures and controls for setting user limits for Transfer Requests. Client acknowledges that such limits may be set at the Authorized Representative or Authorized User, Account or company level for both telephone and online Transfer Requests. Transfer Requests by the same Authorized Representative or Authorized User initiating both telephonic and online Transfer Requests are not aggregated to determine if an Authorized Representative or Authorized User has exceeded individual user limits.

53 Wire Templates. Client shall be responsible for establishing procedures and controls for creation, maintenance and use of wire templates, if applicable, in the online Transfer Request module.

54 Preparation of Transfer Requests. Client shall furnish complete and accurate information for each Transfer Request. For online Transfer Requests, Client shall furnish such request in the precise manner and format prescribed in the Service Documentation, which includes the Wire Transfer “User Guide” made available to Client. Client further acknowledges that failure to comply strictly with the procedures in the User Guide or as otherwise put in place by Bank may delay or prevent implementation of Transfer Request(s) or result in transfers from Client’s account(s) to unintended beneficiaries. Further,

(i) Client acknowledges that any administrative messages or comments conveyed with a Transfer Request shall be for its own internal reference and shall not be binding on Bank or alter the pertinent details of such request.

(ii) Client understands that where a Transfer Request identifies the beneficiary by reference to an identifying or account number and also by name, the destination bank to which the transfer order is transmitted may credit the payment based solely on the number and ignore any discrepancy in the name.

55 Verification of Wire Transfer. Bank shall have no duty to notify Client that any Transfer Request has not been, or will not be, released by Bank for transmission to the Federal Reserve wire system (the “Fed”) or other money transfer system, including but not limited to SWIFT, due to incomplete or inaccurate information, inaccurate format, or any other reason. With respect to online Transfer Requests, Client may verify that a Transfer Request has been released by Bank for transmission through online banking. Any transmission notice which Bank may give from time to time shall not establish, by course of dealing or otherwise, any duty to notify with respect to other transactions.

Client acknowledges that Transfer Requests which are not made in the precise format prescribed in the User Guide may be released for transmission to the Fed or other money transfer system, even though such Transfer Requests may be rejected by the Fed or other money transfer system(s) due to Client’s failure to comply with format requirements or for other reasons. Client will be notified of the Fed’s or other money transfer system’s rejection of any Transfer Request as promptly as practicable after Bank receives actual notice of such rejection.

56 Sufficient Funds. For each Transfer Request, Client must have sufficient funds on deposit with Bank. Bank shall have no obligation to honor any Transfer Request which would exceed the balance of Client’s collected funds; provided, however, that Client shall be liable for any amount which Bank elects to transfer in excess of such balance.

57 Examination of Transaction Records. Client shall examine each Business Day the daily transfer advice furnished to Client by Bank for each Transfer Request and notify Bank immediately (and confirming such notice promptly in writing) of any unauthorized, incorrect or delayed transfers reflected in such advisories. Client acknowledges that time is of the essence in reviewing transfer advisories and reporting discrepancies in order to prevent or limit loss by reason of unauthorized, erroneous, or delayed transfers, and compliance with this requirement is a condition precedent to any recovery against Bank for its alleged error or negligence in connection with such Transfer Request.

58 Compliance with Laws. Client acknowledges and agrees that all Transfer Requests may not be made in violation of the laws of any state or country, including sanctions laws administered by the Office of Foreign Assets Control.

6. Limitation of Liability, Bank Damages; Indemnity

Notwithstanding anything in the General Terms and Conditions to the contrary:

61 Limitation of Liability. Bank shall not be liable for any damage, loss, expense, or cause of action (whether such action is based on contract, tort, or any other form of action) arising out of any of the following:

(i) The insolvency, negligence, misconduct, or mistake or fault of any correspondent, transferee, destination or other bank, any funds recipient or any other person or entity to which or through which any Transfer Request is made, forwarded, or implemented, nor for loss or interception in transit; or

(ii) Any claim that a Transfer Request authorized in accordance to these Service Terms was in fact unauthorized. Bank shall be deemed to have exercised due care in accepting all such authorized Transfer Requests; or

(iii) Any claim made under any of the circumstances set forth below that a Transfer Request was not transmitted or implemented promptly or accurately: (a) where Client failed to comply with any of the responsibilities or conditions set forth in the Service Terms; or (b) where Bank delayed transmission of a Transfer Request in a good faith effort to secure further verification of its authenticity; or (c) where occasioned by cause beyond Bank’s reasonable control, including without limitation, act of God or governmental authority, any natural disaster, fire, flood, storm, strike, civil commotion or labor unrest, act of terrorism, riot, malfunction or interruption of communications, computer, or transmission facilities, nonperformance by Bank’s vendors, or errors or acts by any third party; or (d) any claim made that a Transfer Request was not transmitted where Bank, or any third party acting on behalf of Bank, rejects any

Transfer Request or to freeze or block assets in any amount or to terminate Client's account pursuant to Bank's obligations under any regulations promulgated by the Office of Foreign Assets Control of the U.S. Treasury Department or pursuant to Bank's obligations under any other domestic or international laws applicable to the Transfer Request, including but not limited to the Bank Secrecy Act.

62 Damages for Bank Delay or Errors. Except as otherwise set forth in this Subsection, Bank's liability for claims for damages or other compensation as a result of Bank's unexcused delay or error in transmitting a Transfer Request shall not exceed an amount equal to interest on the funds at the federal funds rate paid by Bank on each day the error remains uncorrected, but in no event to exceed a period of two weeks. If Bank's unexcused error results in the transfer of funds to a transferee who has no claim to them, Bank's liability shall not exceed the lesser of the funds so transferred and not recovered and Client's actual loss. In no event shall Bank be liable for any exemplary, special, or consequential damages, including without limitation damages in the nature of legal expenses or loss of anticipated profits, regardless of whether Bank has been notified that such damages may or will be incurred.

63 Client Indemnification. Client agrees to indemnify and hold harmless Bank, its affiliates, and the directors, officers, and employees of each from and against all claims of Client or any other person arising out of, or in connection with, any action or inaction for which Bank would not be deemed liable pursuant to this Section.

7. Foreign Exchange Transfers

71 Foreign Currency Transfers and Drafts. Client may provide Bank with a Transfer Request to transfer non-U.S. currencies ("FX Transfer") or Client may request Bank to issue on Bank's designated printers at designated locations, drafts in foreign currencies ("Foreign Drafts").

72 Finality of FX Transfers. Client may request that Bank amend or cancel an FX Transfer, but Bank will have no obligation to do so and will determine in its sole discretion whether or not it is feasible for Bank to do so. In the event Bank amends or cancels an FX Transfer at Client's request, Bank will not be obligated to act on similar requests with respect to any other FX Transfer or with respect to the same FX Transfer at a later time. Client understands that if Bank agrees to amend or cancel an FX Transfer at Client's request, Bank may do so by establishing a new FX Transfer which offsets the original FX Transfer to be amended or canceled, which may result in a financial loss to the Client.

73 Foreign Drafts. Any foreign Draft should be presented to Bank on which it is drawn ("the Drawee") within six (6) months from the date of the Foreign Draft. If not presented, the Drawee may refuse to pay because of delay. Bank will not be liable for the Drawee bank's failure or refusal to pay the Foreign Draft for any reason, including delayed presentation. Client assumes all payment risks.

(i) If a Foreign Draft is payable in a currency other than that of the country indicated as the place of payment, the Drawee will pay it at the Drawee's buying rate for that currency on the date the Drawee pays the Foreign Draft unless the person presenting the Draft makes separate arrangements with the Drawee and pays any applicable charges.

(ii) If for any reason the Drawee bank fails to pay the Foreign Draft, or the Foreign Draft is stopped, canceled or otherwise not negotiated, Bank shall make refunds only upon surrender of the Foreign Draft, properly endorsed, to Bank, or Bank's recovery from the Drawee the amount of the Foreign Draft, less any charges and expenses. Refund will be at Bank's buying rate of the currency for which the Foreign Draft is drawn, calculated at the date of the refund.

74 No Investment Advice; Risk of Market Fluctuations. Client understands that Bank is not an investment advisor and is not acting as a fiduciary to Client with respect to FX Transfers or Foreign Drafts. Bank does not give, and Bank disclaims, all investment advice with respect to any FX Transfer or Foreign Draft. Client bears the sole risk of any and all market fluctuations in any currency traded. Bank will convert the amount to be transferred to the currency of a designated foreign government or intergovernmental organization at Bank's rate for exchange in effect on the date the transfer is executed.

Zero Balance Account Service

These Terms and Conditions provide information on the use of the Zero Balance Account ("ZBA") Service described below.

1. Description of Service

The ZBA Service allows Client to manage its daily cash flows by consolidating balances from multiple zero balance or subsidiary accounts into a single master account. Client shall designate a master Account ("Master Account") to be used in conjunction

with one or more sub-Account(s) ("Sub-Account(s)") to concentrate deposits into the Master Account or fund multiple disbursements from the Master Account to one or more Sub-Account(s) from the Master Account.

2. Daily Posting and Funding

Checks can be written or deposits made to the Sub-Account or the Master Account. Funds are automatically transferred from the Master Account to cover the exact amount of net debits to any Sub-Account(s), including any target ledger balance at the end of posting on each Business Day as designated by Client from time to time ("Target Balance"). In the event there is a net credit in the Sub-Account(s) above the Target Balance, if any, at the close of each Business Day, the credit balance of such Sub-Account shall automatically be transferred to the Master Account.

3. Authorizations

Bank is authorized and agrees to treat the Master Account and all Sub-Account(s) as a single account for settlement purposes without further advice or instruction from Client. In addition to any right of setoff as provided for in the Account Agreement, Bank has the absolute right of offsetting the balance in one Account against the balance in the other Account.

4. Affiliates

If any of the Sub-Accounts are owned by an affiliate or subsidiary of Client, then (i) Client represents and warrants that it has all necessary power and authority to transfer funds into and out of such Sub-Account, and (ii) Client will indemnify Bank from any claim by any owner of such sub-Account or any third party with respect to a transfer into or out of such Sub-Account.



Treasury Management Product Enrollment Form

Client Information:

Client Name (Parent Company): Click or tap here to enter text.

Address:

City: Click or tap here to enter text. State: Zip:

Select Applicable Services:

INFORMATION REPORTING/SWEEPS

TreasuryConnect	Controlled Disbursement	Electronic Payment Reports	Business Investment Account	Loan Sweep	Liquidity Sweep	ZBA	Statewide Deposit
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BAI File Transmission							
<input type="checkbox"/>							

RECEIVABLES

Remote Deposit	Mobile RDC	Image Cash Letter	Wire Transfer	ACH	ACH Tokenization	Electronic Payment Reporting	Cash Vault
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lockbox				eLockbox	Electronic Bill Pay		
Retail	Wholesale	Low Volume	Remote Lockbox			<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

PAYABLES

Account Reconciliation	Check Print	Integrated Payables	Invoice to Pay	ClearPath Fast Payments	Business Bill Pay	Image Delivery Services	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

FRAUD PROTECTION

Positive Pay	Reverse Positive Pay	ACH Positive Pay					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Security Administrators:

Select Applicable Products: TreasuryConnect Remote Deposit Capture Lockbox

<input type="checkbox"/> Add	Name:		Email:	
	Phone Number:			

Select Applicable Products: TreasuryConnect Remote Deposit Capture Lockbox

<input type="checkbox"/> Add	Name:		Email:	
	Phone Number:			

Select Applicable Products: TreasuryConnect Remote Deposit Capture Lockbox

<input type="checkbox"/> Add	Name:		Email:	
	Phone Number:			

Subsidiaries and/or Affiliates

If additional subsidiaries or affiliates of Client are subject to the Treasury Management Master Agreement, complete the following:

Full legal name of entity	Relationship to Client (please check)			Tax Identification Number (TIN):
	Subsidiary	Affiliate	Client's % ownership	

INDIVIDUALS AUTHORIZED TO ACT ON BEHALF OF CLIENT

In addition to the individuals designated as an authorized signer on Client's account, listed below are the names of individuals authorized to act on behalf of the Client on all matters relating to the Services for any of the legal entities bound by this agreement unless restricted authority is noted below. Each individual is authorized to designate authorized representatives from time to time. Bank may rely on the authorities designated herein until notified otherwise in writing.

Name of Authorized Signer	Restricted Authority		Define Restricted Authority by Tax ID
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

DUAL APPROVAL OPT OUT

Despite the recommendation of Bank, Client wishes to have only one authorized user for approval of online ACH and/or wire entitlements or transactions. Client has indicated by marking the appropriate box below whether single person approvals are applicable to entitlements or transactions for ACH, wire or both. Client believes and agrees that, in the context of its operations, requirements and internal procedures, the single authorized user approval procedure (“Alternative Security Procedure”) is commercially reasonable. Client recognizes that having only one user for entitlements or transactions may increase the risk of loss and, accordingly, releases Bank from any responsibility or liability for same. In addition, Client agrees to be bound by any payment order or instruction in accordance with the Alternative Security Procedure.

<input type="checkbox"/> User Management	<input type="checkbox"/> Transactions - ACH	<input type="checkbox"/> Transactions - Wire	<input type="checkbox"/> Invoice to Pay
--	---	--	---

This Treasury Management Product Enrollment Form (“Enrollment Form”) details the Treasury Management services to be provided by Bank and is required to be updated as changes to these services are requested. This Enrollment Form will remain in force until (i) First Horizon Bank receives a new Enrollment Form, or (ii) First Horizon Bank receives notice of revocation of any election made herein and it has had a reasonable time to verify and act on the change(s). Any notice of revocation may impact the availability of any or all of the services being provided.

Signature below must be executed by a person listed on a Certified Resolution of the Company’s Board of Directors or a comparable document on file, which designates such person as authorized to negotiate bank services on behalf of all the legal entities bound by this agreement.

Signature: _____

Printed Name:

Title:

Date:

Tax ID:



TREASURY MANAGEMENT SERVICES AUTHORIZATION AND CONSENT

Client Name

Address:

City:

Primary Contact:

State:

Phone:

Zip:

Email:

This Treasury Management Services Authorization and Consent ("TM Authorization") is provided to First Horizon Bank ("Bank") by the above listed Client, including any subsidiaries or affiliates as may be identified on the Treasury Management Product Enrollment Form ("Enrollment Form"), with respect to the treasury management products and services offered by Bank (the "Services"). Client and any such subsidiaries or affiliates are collectively referred to as "Client."

Client may from time to time request Bank to provide any of the Services described in the Treasury Management Services Master Agreement (the "TM Service Agreement") by enrolling in any such Service through the Enrollment Form. Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and Client has successfully completed any implementation requirements.

Client hereby agrees to be bound by the TM Service Agreement, which provides General Terms and Conditions that apply to all Services as well as specific Service Terms and Conditions that apply to each Service for which Client has enrolled. The Enrollment Form, the TM Service Agreement and all amendments and addenda thereto, are incorporated herein and deemed part of this Master Agreement.

The undersigned hereby certifies and warrants that the undersigned has the full power and authority to execute this TM Authorization on behalf of Client and to enter into all Services provided under the TM Service Agreement.

Customer Name: Click or tap here to enter text.

Signature: _____

Printed Name:

Title:

Date:

Tax Id: Click or tap here to enter text.

*Welcome! And thank you for opening your new accounts with us. This booklet contains a Depositor Agreement which sets forth the policies affecting your account. Also included in this booklet is the description of our Funds Availability policy. This policy has been designed to give you quick access to your checking deposits. Finally, this booklet includes a description of certain consumer account features, and a Fee Schedule insert and Privacy Policy insert. And **if** you are opening an interest bearing consumer account, an insert will be placed in this booklet telling you what interest rate and annual percentage yield are in effect on opening the account. This booklet and insert meet disclosure requirements of federal law.*

*We are pleased to offer you quality products and excellent service. If you have any questions about your new account or **if** you are interested in more information about other products, please call us at the number listed below.*

First Horizon Bank 1-800-382-5465

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FEE SCHEDULE
AND
DISCLOSURE OF INTEREST RATES
AND
ANNUAL PERCENTAGE YIELDS

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USA PATRIOT ACT NOTICE

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. Should the information contained in this document differ from that contained in the separately provided materials, the separately provided information will control. If you have any questions, please call us.

This agreement applies both to business and consumer (personal) accounts, except where business accounts are expressly excluded, and is subject to applicable federal laws and the laws of the state where the branch at which you have your account is located (except to the extent that this agreement can and does vary such rules or laws). If you opened your account online, it is subject to Tennessee law. The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but any customer-initiated changes to the agreement, including changes to language on standardized Bank authorization documents, will not be effective unless approved in writing by a Bank President, Executive Vice President or Senior Vice President. The agreement may not otherwise be modified.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or convenience signer (agent).

As used in this document the words "we," "our," "us," and "Bank" mean First Horizon Bank, and its division VirtualBank, and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

The relationship between you and the Bank is that of independent contractors. We act as a fiduciary only when we are the legal

account holder, such as when we are named a trustee or escrow agent. **FOR CONSUMER (PERSONAL) ACCOUNTS: PLEASE REVIEW THE ARBITRATION PROVISION BEGINNING ON PAGE 16 OF THIS AGREEMENT IN ITS ENTIRETY.**

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. You agree not to use your account(s) for any illegal purpose, including but not limited to the authorization of any unlawful internet gambling transactions.

Each of you also agrees to be jointly and severally (individually or in solid) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. Each of you appoints each other person signing the signature card as attorney-in-fact for all matters involving the account, rendering each of you personally liable for the other's account activity, including but not limited to, receiving and giving notice, releasing account information, linking other accounts of a signer (even if only owned by the other signer), pledging or entering separate agreements affecting the account, stop payment orders, deposits, appointing or removing additional signers, and withdrawing funds from, charging or terminating the account.

Each of you authorize Bank, or someone acting on our behalf, to contact you using any telephone/contact numbers you provided to us in connection with your account(s) whether the number is to a paging, cell phone, or specialized or common carrier mobile radio service, or any other service for which you may be charged for the contact, and to contact you by use of voice, text, email and prerecorded/artificial voice messages or automatic dialing devices. Your authorization and information may be relied on and used for debt collection purposes.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

Our liability for losses you incur in connection with your account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Notwithstanding, if we make an error in your favor by excessively crediting or insufficiently debiting your account for any reason, including but not limited to the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not.

For business account owners, you agree to waive your rights to a jury and to punitive and exemplary damages with respect to the trial of a civil action or cross-action filed against us concerning this account. For consumer account owners, you agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision beginning on page 16 of this agreement. Damages for any breach of this agreement are limited to those which are direct and lie in contract, and shall exclude indirect and consequential damages. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. In return, we also waive our rights in any such action, cross-action or claims in arbitration we against you. Further any such court action must be brought in circuit or district in which we maintain a full service branch office one year of the date the cause of action arose, or by such ea

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prescribed elsewhere in this agreement. Claims in arbitration, which shall be heard at a location within the federal judicial district that includes your billing address or at a mutually agreed upon location, shall also be submitted within one year of the date of the cause of action arose, or by such earlier time prescribed elsewhere in this agreement.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we may provide you provisional credit for the item. You agree to examine withdrawal and deposit slips upon receipt and bring errors to our attention immediately, or if received at a remote ATM, as soon as possible. You agree that later claims of cash shortages are barred. We are not liable for the negligence of our correspondents or the loss in transit of items deposited with us. We may reverse any provisional credit for items that are lost, stolen, or returned, whether or not timely or properly returned, or if we receive notice that such an item or transaction has not or will not be paid, or should we not receive final settlement. We are not responsible for transactions by mail or outside depository until we actually record them. We may treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

Deposits of foreign items drawn or payable at or through foreign bank offices in foreign countries remain provisional and subject to reversal. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. Banks located outside the United States generally are not subject to the check clearing laws and regulations in effect in the United States which require domestic banks either to make final payment or promptly return domestic items in an expeditious manner. All deposits of foreign items are subject to Bank's customary fees and charges as described elsewhere in addition to fees and charges imposed on Bank by any foreign clearing or drawee bank with respect to the foreign items you deposit with us. You agree to assume the risk of delays and that credit given for a foreign item may be reversed, or reimbursement demanded, perhaps at a different exchange rate from that on the date deposited, long after the deposit was made and agree to hold Bank harmless from losses and expenses incurred by you arising out of or in connection with the foreign item.

We are under no obligation to accept any item, wire, electronic funds transfer, or other transaction for deposit to your account or for collection, and we may refuse to cash or give value for any such item. We may restrict access to any deposit credited to your account that violates any laws of the United States including those giving rise to OFAC sanctions. Unless we specifically permit you to do so, you may not deposit any substitute check that has not been previously handled by a bank in the collection process. This means you cannot deposit a substitute check you create, or one that is created by another person, unless we enter into an agreement to do so. Notwithstanding, if a substitute check is received for deposit you will be responsible for any losses you or another person suffers relating to such substitute check. We will notify you in case we decide to refuse a check for deposit after you have left our premises, or which you attempted to deposit without directly giving it to one of our employees. Night depositories are only for the use of customers who have entered a night depository agreement. We will not be responsible for funds left in a night depository unless deposited in accordance with such an agreement.

NIGHT DEPOSIT - Businesses and consumers, if applicable, may utilize the night depositories located at First Horizon banking centers to make Night or Day Drop Deposits, which may also be delivered to a banking center associate. For business customers, you grant full authority to your employees, agents, or representatives to deliver the deposits, receive receipts, additional bags and other documents and items from the Bank and we may act upon the instructions of these individuals in relation to these services. You agree that any Authorized Signer reflected on the banking resolutions is authorized to designate, add, or delete the names

of individuals who are authorized to receive or otherwise deal with the bags and their contents. We may require that such authorization be in a written form acceptable to us. In certain situations, we may also require that you sign a separate safekeeping agreement.

If you use a key to access the night depository, you agree to keep the key(s) secure and available only to authorized individuals. You are responsible for successfully placing the deposits in the depository and relocking the outer door of the depository. You agree to report any unusual conditions immediately to us at 1-800-382-5645.

Deposits of currency, instruments and/or coin, along with a properly completed deposit ticket, should be delivered in disposable, tamper-evident bags meeting our specifications. You agree to prepare currency properly, including sorting by denomination and strapping in full packs of 100 bills, whenever possible. Account name and number must be clearly indicated on the outside of the bag along with itemized deposit information. Any unsealed, damaged or improperly tagged or labeled bags will be returned to you unprocessed.

Night Deposit bags will be processed by us and same-day provisional credit will be provided to your Account on the business day of processing. If you have previously arranged for us to not process the deposit or the deposit is in a locked bag for which we do not have a key, you must retrieve the unprocessed bags during the hours the banking center is open for business. If there are any discrepancies between the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit ticket. If you request a receipt be produced for deposits, the receipt will be available for pickup at the banking center for one business day only following the date the deposit is processed. The receipt will be discarded if not picked up on that business day.

Deposits made on a weekend, holiday, or after the Bank's cutoff or established deadline, will be provisionally credited to the Account on the Bank's next business day.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise, on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. Using the word "and" to connect the names of co-owners or co-fiduciaries in the account title (or elsewhere in account records) does not in itself require more than one of you to authorize a withdrawal. Any designation of a specific number of desired signatures on a signature card, resolution or other document is solely for your convenience and internal control purposes and is not binding on us.

We may debit your account on the day a check drawn on it is presented to us, or at such earlier time on or after we receive notice by any means that the check has been deposited in another financial institution.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. You agree not to use any checks that contain a background image, or the selection of ink choices, including gel pens, that interfere with our or any other bank's ability to produce a digital image of your check. If you do, you will be responsible for any losses you or another person suffers because of the inability to produce a readable image of your check. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. See the availability policy disclosure for information about when you withdraw funds you deposit. For those accounts to which our availability policy disclosure does not apply, you can ask us w

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make a deposit when those funds will be available for withdrawal. In addition, we may place limitations on the account until your identity is verified. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later.

Waiver of notices - You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. If in our discretion we have established savings sub-accounts within checking accounts, your statements and the way you can use your account will be unaffected. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty, as described elsewhere.

DORMANT ACCOUNT - A dormant account is one with no deposits or withdrawals in one year for transaction accounts, or two years for savings accounts. Once dormant, you will no longer receive periodic statements, and will only receive an annual statement on your account. When an account becomes dormant any items such as checks or drafts or other types of electronic fund transfers will be returned without liability to the Bank even if funds are available in your account. We may terminate a dormant account with a zero or negative balance without notice.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -

These rules apply to this account depending on state law, and the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual (Single Party) Account - is an account in the name of one person.

Joint (Multiple Party) Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s), even if the decedent had a will directing disposition to someone else. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint (Multiple Party) Account - No Survivorship (As Tenants In Common) - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each owner's share in the account is determined according to state law. Shares can vary depending on respective contributions and their sources. Because we will be unable to determine respective shares conclusively upon the death of an owner, you agree that we may pay out all or part of account funds on the instructions of either the decedent's personal representative or any surviving owner notwithstanding the absence of a right of survivorship. Our authority to make such payments shall not affect the respective rights of the decedent's personal representative and surviving owners to their proper shares of account proceeds, which they may seek to have determined judicially. This information will not, however, affect the number of signatures necessary for withdrawal.

Payable-On-Death Account - Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living

and (3) we are not otherwise required by state law to make payment to a parent, custodian or guardian. The interest of any beneficiary is subject to any offsets or claims which we could have asserted against you or your estate. If two or more of you create this type of account, you own the account jointly with survivorship. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries **will** own this account in equal shares, without right of survivorship. The person(s) creating such an account may: (1) change beneficiaries, and (2) withdraw all or part of the account funds at any time.

ACCOUNTS ESTABLISHED ON BEHALF OF OTHERS - In the event an account is established by a party (i) for or on behalf of a minor (and such account is not established under the Uniform Transfer to Minors Act) or (ii) for or on behalf of another individual who is not the subject of a guardianship or conservatorship as ordered by a Court, we may in our sole discretion pay the funds on deposit in such account to the party establishing the account or, upon request, to the party for whose benefit the account was established. We will not, however, be responsible for our refusal for any reason to pay funds on deposit to a party for whom the account was established. This provision does not apply to accounts established pursuant to a written escrow agreement, accounts established by court-appointed guardians or conservators, or accounts established by a fiduciary under a written agreement.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters. In the event that there are multiple fiduciaries (for example, co-trustees) for a single account, the funds in such an account shall be subject to withdrawal on the signature of one fiduciary, unless the contrary is noted on the signature card or other account document forming part of this agreement. Inclusion of the word "and" between the names of co-fiduciaries in the account title is not in and of itself sufficient notice of such contrary intent.

All co-fiduciaries on an account appoint each and every other fiduciary on the account as agent and attorney-in-fact for all transactions involving the account, including but not limited to, stop payment orders, deposits, withdrawing all funds or otherwise terminating the account, and overdrafts (each of you being liable for the overdrafts of the other(s)). The liability of each fiduciary on such an account shall, in addition to encumbering the account, be personal.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept a written or oral stop payment order on any item from any one of you. It is our practice to act on an oral stop payment order, or removal of a stop payment order, to the same extent if it had been in writing. In our discretion, we reserve the right to require a written stop payment order, or reversal of a stop payment order. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. A reasonable time would extend to the next business day at the same time of day on a business day we received the order. In this regard, every day is a business day except Saturdays, Sundays and federal holidays. An order received on a non-business day may reasonably be considered as having been received at the beginning of the next business day. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number of the item, the account number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account which you sign the item or not. Generally, your stop-payment order is effective six months. Your order will lapse after that time if you do not re-

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If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

TELEPHONE TRANSFERS - This section applies only to consumer (personal) accounts. You may transfer funds between accounts you have with us by contacting Customer Service or through our automated telephone transfer system using identification and your passcode or other forms of verification. We reserve the right to decline transfers between fiduciary and business accounts to personal accounts. Passcode(s) will grant access to our automated system, while other forms of verification will be used by agents. You may access the automated system by calling 1-800-382-5465 and enter, according to the system prompts, the applicable security procedure information, including the telephone transfer passcode, along with your specific funds transfer instructions. You may also make transfers of funds by contacting one of our Customer Service agents. Funds transfers may not result in immediate funds availability in the account to which the funds are to be transferred. Other account transfer restrictions may be disclosed elsewhere.

FUTURE CHANGES - You may close your account and terminate this agreement at any time. See provisions on TERMINATION herein. Therefore, we also may revise this agreement at any time, including but not limited to the following provisions. We may establish sub-accounts to your deposit accounts, modify from time to time the rates of interest we pay on deposits, and we may originate or modify fees we charge for services, providing information or notice as follows.

First, we will maintain for your inspection copies of the current agreement, rate schedules and appropriate documents at each full service Bank office. Second, we will provide current interest rate information on request. Interest on savings and checking deposits is paid at variable rates for which an advance notice of change will not be provided. Third, fees, charges, and interest amounts or interest rates, effective during a statement period, will be indicated on the checking or savings account statement for said period. You waive further notice except for notice that may be specifically required by law. Examples of instances when advance notice is not legally required include changes in charges for replacement checks, travelers' checks and money orders. Examples of when 30 days' advance notice is legally required include consumer account increases in monthly service charges and in minimum balances to earn interest or avoid service charges.

If you find any changes unacceptable, you have the option of terminating this account. If you do not do so, you will be deemed to have approved and ratified the new fees, charges or other provisions.

TERMINATION - You and we each have authority to terminate the account unilaterally, without cause. Notice is necessary to effect termination, but termination may become effective at the time notice is given. Notwithstanding, we can require seven days' advance notice of withdrawal for interest bearing accounts. If we initiate termination, notice is effective when you receive it orally or in writing, or at the close of the third banking day following the date of our deposit with the U.S. Postal Service of a notification letter with first class postage affixed addressed to your account address, whether or not such notice is actually received.

If we provide notice by mail, ordinarily we will retain any checking account funds three or more banking days after such mailing in order to honor checks or drafts presented during such period. We, however, are under no obligation during or after termination to pay from uncollected funds, or from funds subject to court order or our right of setoff. We will promptly remit any paid-in, unencumbered funds remaining in the account when we close it or when we receive any uncollected items paid-in after the account is closed. Your obligation for any account deficiency is not extinguished when the account is closed, whether or not we initiate termination. We will not be liable for dishonoring any item

Notwithstanding, we may terminate a zero or negative bal; account without notice if you have not made a deposit, payer withdrawal from the account in 30 days.

DUTY OF EXAMINATION, UNAUTHORIZED TRANSACTION
You are in the best position to discover any forgeries, alterations unauthorized signatures or orders affecting the account. Therefore, agree: (1) to exercise reasonable care in examining the statement any enclosed items we may furnish, and (2) to report promptly in writing the existence of any forgeries, material alterations or unauthorized signatures of any maker or endorser. "Unauthorized signature" includes but is not limited to, a missing signature.

We will not be liable if items were forged or altered so that the forgery could not be detected by a reasonable person exercising ordinary care. Nor will we be liable for losses due to forgery, unauthorized signature alterations to the extent that your negligence substantially contributes to such losses. Examples of such negligence would include, but not be limited to, providing your account number over the telephone, failing to adequately safeguard your checkbook and, with respect to business accounts, failing to adequately investigate the background of employees with access to your bank records, failing to adequately supervise employees, and inadequate internal financial controls or audits. Nor will we be liable for such losses on business account checks which bear the same check number as do others used with the same account.

We properly may refuse to give you credit for any forged, altered or unauthorized item drawn on your account, including the posting of a substitute check to your account, or any unauthorized withdrawal, if you do not provide a suitable affidavit supporting your claim. Further, we agree to the following limitations.

You may not assert a claim against us for the forgery, material alteration or unauthorized signature or unauthorized order of an item we paid in good faith, including a substitute check posted to your account, if you did not provide us written notice within a reasonable time, not to exceed 30 days after the earliest of the following: (1) we mailed a statement (or made available an electronic record pursuant to an electronic banking agreement) containing sufficient identification of the item (for example, check is sufficiently identified by check amount and serial number), or

(2) you first learned of the item's forgery, material alteration or unauthorized signature or unauthorized order. Further, you may not assert a claim for a later forgery, material alteration, unauthorized signature or unauthorized order on an account if made by the same wrongdoer as an earlier forgery, material alteration, unauthorized signature or unauthorized order and if you did not provide the notice required above upon the earlier reportable instance. For business accounts, Bank requests that you enroll in the Bank's positive payment service designed to reduce the risk of payment of unauthorized items if you reject Bank's request with respect to one or more of your business accounts, referred to as a non-participating business account, you are precluded from asserting any claim against the Bank arising from payment of unauthorized items on non-participating business accounts regardless of how promptly you review account statements or other account information made available to you and regardless of how promptly you notify Bank of payment of unauthorized items.

You may not assert against us other types of claims concerning transactions or charges reflected, or which you believe should have been reflected in your statement unless you provide us written notice within a reasonable time not to exceed 30 days after the earlier of our mailing of a statement, providing an electronic record, or your learning of the transaction or charge, except under the following circumstances: (1) an unauthorized wire transfer claim is precluded if not made within a reasonable time, not to exceed 14 days after we mailed a transfer advice or statement reflecting the transfer, or, if earlier, the transfer became known to you, (2) a claim concerning electronic transfers for consumer accounts is precluded if made within 60 days after we mailed the statement, or (3) a claim made to a substitute check is precluded if not made within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account whichever is later, or (4) a shorter time is prescribed by law or by a

separate agreement between you and us.



Notices required by this section of the agreement are a condition precedent to filing a lawsuit or filing a claim in arbitration in accordance with the arbitration provision beginning on page 16 of this agreement, which must in all cases be brought within one year of our mailing the statement or providing an electronic record.

Contact us if you do not receive your regular statement.

INTEREST. Interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (such as checks) into the following accounts listed in the fee schedule as paying interest:

(1) checking accounts, (2) consumer savings accounts, and (3) consumer time deposit accounts. With respect to other deposit accounts that pay interest, interest will begin to accrue no later than such time we consider the checks to have been collected. Accounts presumed abandoned under the law of the depository state do not pay interest. Additional terms regarding the payment of interest are further described in the Consumer Account Disclosures section of this agreement.

ACCOUNT TRANSFER • This account may not be transferred or assigned without our prior written consent.

RECLAMATION - When the U.S. Treasury seeks reclamation for items or electronic transfers previously credited to your account or paid to you, we may debit your account or otherwise collect the amount sought, and you agree to indemnify us for our resulting losses.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in your accounts against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. Your accounts include both accounts you own individually and accounts you own jointly with others. If you are a sole proprietor, we may charge any of your personal or business accounts. If, however, the debt is the result of an award in arbitration pursuant to the arbitration provision beginning on page 16 of this agreement, our right of setoff does not accrue until all applicable dates for appeals, to either state or federal courts or other forums, have expired. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. The funds in joint accounts, including accounts owned as tenants by the entireties, may be set off by us for any individual or joint debt of any person having withdrawal rights. To the extent that setoff of funds in an account owned by husband and wife as tenants by the entireties would ordinarily not be permitted by law for a debt of or,ly one of the spouses, both spouses and all persons having rights of withdrawal hereby waive that right and consent to setoff for either an individual or joint debt owed by one or both of them to this bank. This waiver and consent applies to debts on which any one of you is liable, whether jointly with another, individually, or those on which you are secondarily liable.

This right of *setoff* does not apply to this account if: (a) it is a Health Savings Account or tax-deferred retirement account for which setoff is prohibited by law, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER • The authorized signer (also referred to as convenience signer, agent or additional authorized signer) is authorized to operate the account and to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an authorized signer.

RESTRICTIVE LEGENDS • The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

PAYMENT ORDER OF ITEMS• The law permits us to pay items (such as checks or any other transactions debiting your account) drawn on your account in any order. If more than one check or order is presented for payment on the same banking day, and the aggregate amount exceeds the available balance, you agree we may pay, accept, or charge them in any order we choose. We may also debit your account on or after receiving notice of an electronic fund transfer, wire order or other transaction debiting your account. Certain types of transactions (as noted below) are processed "real-time", immediately reducing your available balance, though they may not immediately post to your account. The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Except for the processing of real-time transactions, including, but not limited to, wires, ACH, debit card, ATM withdrawal, internal funds transfers, bill pay, and assuming all deposit and withdrawal transactions below are made and received by us within the same business day (note: it may take up to 3 days for certain debit card purchases to be presented to us from the retailer), they will post to your account in the following order:

1. Credits in descending dollar amount
2. Bank initiated debits in descending dollar amount
3. Non-returnable debits in time stamp order (e.g., wires, ACH pre-fund transactions, debit card, ATM withdrawal, internal funds transfers, bill pay)
4. Non-returnable debits not time stamped (e.g., "on us" cashed checks in check number order)
5. Returnable debits, ACH debit (non pre-fund transactions) by PAR number then checks in check number order
6. Post-system generated transactions: service charges and fees

ACH AND WIRE TRANSFERS • This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. Additional terms regarding funds transfers are described in the Funds Transfer section of this agreement. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. We may restrict access to any funds credited to your account that violate any laws of the United States including those giving rise to OFA.G sanctions.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the number of signatures for this purpose. We may refuse any check upon your account if we are not satisfied your signature is genuine presented in person by a holder who does not provide identification satisfactory to us, including a fingerprint image if requested.

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PLEDGES • Unless we agree otherwise in writing, no account or deposit of any type may be pledged, transferred, or assigned to a third party.

POWER OF ATTORNEY • You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. A power of attorney acceptable to the Bank, which is given by any one of you, shall be effective despite the objection of any other co-owner on the same account. We may continue to honor the transactions of the agent until:

(a) we have received specific account-related written notice of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE • Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us and the ownership of those accounts. The standard deposit insurance amount is \$250,000 per depositor for each account ownership category. If your account has a sweep feature that automatically transfers funds from your deposit account to an investment account, any funds transferred are not FDIC-insured. If you want additional information, you may ask us or contact the local office of the FDIC.

ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.

It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, a prior endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE • You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

BACKUP WITHHOLDING/TIN CERTIFICATION • Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on

the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships and single-member LLCs disregarded as separate entities under IRS rules, however, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship or such an LLC. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days or we may change your account to another non-interest bearing account offered by us. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

Failure to submit a correct certified TIN subjects you to an IRS penalty of \$50.00. A false statement with respect to your TIN may also subject you to a \$500.00 IRS penalty and federal prosecution. We may match the TIN and name you provide against IRS records before we file information tax returns.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS

• Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS • We may change your account to another product offered by us at any time by giving you notice.

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your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your account (termed "legal action" in this section) regardless of the jurisdiction of the issuing authority, we may rely on the representations made therein and comply with that legal action, regardless of the jurisdiction of the issuing authority or the location of the Bank at which the legal action is received. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. If you believe your funds are exempt from legal action, or otherwise should not be subject to legal action (for example, if you own funds and the legal action applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal action against the party who originated the legal action or seek reimbursement from a joint owner, and you agree that we have no obligation to do so. If the legal action requests information about one or more, but not all, account owners or signers, we may release information about all co-owners or signers on the account, even though some of the other co-owners or signers are not covered by the legal action. We retain any account statements, items or checks, and other types of transaction records for five years. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions. Unless expressly prohibited by law, we will charge your account a fee for each legal action received, regardless of whether the action is subsequently revoked, vacated or released. We may follow the instructions of an executor, administrator, conservator, guardian or other personal representative purporting to represent any of you or your estate, if we are provided with apparently authentic copies of letters of appointment issued by a court without regard to jurisdiction.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

SECURITY - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "preauthorized draft." A preauthorized draft is a

draft or check that can be used to withdraw money from your account. Unlike a typical personal check, you do not issue or sign a preauthorized draft, someone else does on your behalf. For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue and sign a check to withdraw money from your account. If you have truly authorized the preauthorized draft (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a preauthorized draft. A swindler could issue a preauthorized draft in an amount greater than you authorized, or issue additional preauthorized drafts that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

DEPOSIT OF PEAUTHORIZED DRAFTS - Unless specifically permitted to do so, you may not deposit any preauthorized draft. This means you cannot deposit a preauthorized draft you create, or one that is created by another person, unless we enter into an agreement to do so. Notwithstanding, if a preauthorized draft is received for deposit, you agree to take back any preauthorized draft that is returned. We may reverse any credit made to your account for the preauthorized draft, or otherwise collect from you the amount of the preauthorized draft.

CLAIM OF LOSS FOR DEBITED ITEMS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

CLAIM OF LOSS FOR DEPOSIT ITEMS - Concerning each item you deposit with us, or which we cash for you or give other consideration, you make the following warranties to us whether we are the payor bank or depository bank: all necessary signatures and endorsements have been placed on the item and are genuine, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, we may deduct the amount of the item from any of your accounts or otherwise collect from you this amount plus expenses.

When a claim is made against us for such an item, or when we receive notice of a potential claim, involving a breach of any such warranty, or notice that account funds from any item wire, electronic funds transfer, or other transaction for deposit to your account are proceeds of unlawful activity, we may withhold from any of your accounts any amounts in dispute plus any expenses until the matter is resolved. If you have not given written notice contesting the claim or allegation within 10 days, we notify you, we may consider it valid. On request,

promptly furnish an affidavit stating your factual basis for contesting the claim or allegation. You also will defend and indemnify us from all liability and losses we may incur by not honoring a claim or allegation.

TIME DEPOSITS - Time deposits are available both to consumers and business customers. For convenience, we have included a description of the features of these accounts with other account descriptions under the Consumer Account Disclosures section of this booklet. These provisions apply to business and consumer time deposits alike.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us or a forwarding address for you if one is on file with the U.S. Postal Service. However, we will not mail any statements or account information to an address that the U.S. Postal Service has informed us is "undeliverable" or otherwise invalid. You agree that such statements and notices will be considered available to you on the day they are generated, even though the statement will not be mailed. All statements and other notices or communications may be delivered to you electronically if you have agreed to receive such notices and communications electronically through our online banking service. We may, but are not required to, change the address for you in our records if the U.S. Postal Service notifies us of a new address for you, and you waive any and all claims against us that arise in connection with any mail forwarded to you or sent to an address for you supplied by the U.S. Postal Service.

ARBITRATION -

PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.

Agreement to Arbitrate. Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the FAA).

Definitions for Arbitration Provision. As used in this Arbitration Provision, the following terms have the following definitions. The words we, our, and us mean First Horizon Bank, and its division VirtualBank, its parent company, and its direct and indirect subsidiaries and affiliates, together with their employees, officers, directors, successors, and assigns. The words you, your, and yours refer to Consumer accountholders, anyone with the authority to deposit, withdraw or exercise control over funds in the account, and anyone with a beneficial interest in the account. The word "Consumer" means a natural person who holds an account primarily for personal, family or household purposes. The word Claim means any claim, controversy, or dispute of any kind arising from or relating to the account or any relationship arising from or related to the account. The word Claim includes, but is not limited to, any claim, controversy or dispute involving one or more of the following:

the formation, application, enforceability, or interpretation of this Arbitration Provision or other part of the Depositor Agreement;

- any advertisements, solicitations, disclosures or other communications relating to the account, whether made before or after the account was opened;
- the opening, administration and termination of the account;
- any transactions involving the account;
- any interest, fees and other charges to the account;
- any products or services (whether provided by us or a third party) related to or offered in connection with the account;
- any use or disclosure of information about you or the account;
- any other matters relating to the account or your deposit relationship with us.

All Claims Subject to Arbitration Provision. All Claims are subject to this Arbitration Provision, regardless of whether the Claim: (i) previously existed, is now existing (whether discovered or undiscovered) or arises later; (ii) is based on a theory of contract, tort (including intentional tort), negligence, agency or other vicarious liability, fraud, statute, regulation, constitution, or any other source of law or equity; (iii) seeks monetary damages, or declaratory, injunctive relief, or other remedy or relief; (iv) is asserted as an initial claim, counterclaim, crossclaim, interpleader action, third-party claim or other action; or (v) is asserted as an individual claim or as part of a class action or other representative or collective action. (Any Claim asserted as part of a class action or other representative or collective action shall proceed in arbitration on an individual basis as set forth below.) Joint accountholders and authorized users on a single account or multiple accounts for which the same accountholders are legally responsible will be treated as one person for this purpose. All questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Initiation of Arbitration. The party electing arbitration must use the arbitration administrator shown below and follow its rules and procedures, except as otherwise stated in this Arbitration Provision. Copies of its current rules, procedures, forms, and related information, including information about how to file a Claim, may be obtained by contacting the Administrator as follows:

American Arbitration Association
Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
Toll free number: 877-495-4185
<http://www.adr.org>

Except for the small claims court exclusion set forth above, either you or we may ask an appropriate court to compel arbitration, or stay litigation pending arbitration, of any Claim, even if the Claim is part of a lawsuit in court. A party who has asserted a Claim in a lawsuit may nevertheless elect mandatory arbitration with respect to any Claims subsequently asserted in that lawsuit by any other party. Delay in exercising these rights shall not waive such rights. Failure to exercise arbitration rights with respect to a particular Claim shall not waive your right or our right to demand arbitration of any other Claim. If the Administrator declines to administer a Claim in arbitration, then either party shall have the right to proceed with the Claim as a lawsuit in court, in which case the Class Action Waiver set forth below still applies.

Class Action and Jury Waiver. You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. The arbitrator's authority to resolve Claims is limited to Claims between, you and us alone, and the arbitrator's authority to make awards is limited to you and us alone.

Fortho, o, Claims brn,ght by yo, agaOMt "" oc by " agaiMt not be joined or consolidated in arbitration with Claims brought against someone other than you, unless otherwise agreed to by all parties.

Severability. The parties to this Arbitration Provision acknowledge

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the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. If any portion of this Arbitration Provision, other than the Class Action Waiver, cannot be enforced, that portion will be severed, and the rest of the Arbitration Provision will continue to apply.

Arbitration Procedures and Law. A single arbitrator chosen by the Administrator will resolve Claims pursuant to the rules and procedures of the Administrator and this Arbitration Provision. This Arbitration Provision will govern in the event of conflict with the Administrator's rules and procedures. Discovery procedures available to parties will be limited by the Administrator's rules and procedures. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and honor legally recognized claims of privilege. The arbitrator will have the power to award any damages or other relief that would be available in court and is permitted under the terms and conditions of this Depositor Agreement, but only with respect to the named parties and the Claims being arbitrated. The arbitrator and this Arbitration Provision will not be subject to federal, state, or local rules of procedure and evidence applicable to lawsuits or to state or local laws relating to arbitration. Either party may choose to have an arbitration hearing and to be represented by counsel. An arbitration hearing may be conducted by telephone if the parties agree. Any participatory arbitration hearing that you attend in person will occur at a place designated by the Administrator at a location within the federal judicial district that includes your billing address or at some other place agreed upon by you and us. The arbitrator will use reasonable efforts to protect confidential information if requested to do so by any party. The arbitrator will make any award in writing and, upon a timely written request, provide a written statement of reasons for the award.

Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

Finality of Arbitration. The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the FAA. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the FAA. An arbitration award will be enforceable under the FAA by any court having jurisdiction.

Survival of Arbitration Provision. This Arbitration Provision shall survive: (i) termination or changes in the Depositor Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account. Any different agreement regarding arbitration of Claims must be agreed in writing.

FUNDS TRANSFERS - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A), and any regulations promulgated by the Office of Foreign Assets Control (OFAC) of the United States Treasury Department or other applicable laws, including but not limited to the Bank Secrecy Act. This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is

determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

Funds transfer - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment.

Authorized account - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

Acceptance of your payment order - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. We may require you to enter into a wire transfer agreement if in any calendar year you initiate more than twelve (12) transfers by Fedwire. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

Cutoff time - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication may be deemed to be received at the opening of our next funds transfer business day.

Payment of your order - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

Security procedure - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

Duty to report unauthorized or erroneous payment - You exercise ordinary care to determine that all payment order amendments to payment orders that we accept that are issued i

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name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

Identifying number - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

Record of oral or telephone orders • You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

Notice of credit • If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

Provisional credit - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

Refund of credit • You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

Amendment of funds transfer agreement • From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

Cancellation or amendment of payment order - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

Intermediaries - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

Limit on liability • You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

Erroneous execution - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Objection to payment - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

ELECTRONIC FUND TRANSFERS

Whether your account is a consumer, business or other type of non-consumer account, you may arrange in advance for deposits and/or withdrawals to be made to and from most types of accounts automatically by electronic means. This section of the Depositor Agreement, however, applies only to consumer accounts, except where reference is specifically made to a business account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can typically be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits (such as payroll and social security payments) to be accepted into your checking or savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.

Electronic returned check charge. Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer, or check, debit card or similar order to third parties are limited to six per month.

Termination -

You may terminate the electronic fund transfer agreement by written notice to us.

We may terminate the electronic fund transfer agreement by written notice to you.

Minimum account balance -

- We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

FEES

For consumer accounts, we do not charge for preauthorized payments from any type of account or direct deposits to such acco (If your account is a business account with charges determined analysis basis, a small per transaction charge is imposed acco our current Account Analysis Price Schedule.) Additional charg be described in the Fee Schedule.

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PERIODIC STATEMENTS

You will receive a monthly statement from us for each checking account. Savings statement will be received quarterly at a minimum. Other savings accounts may receive a statement monthly based upon activity and account type.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write the Bank office where you have your account. Our address and telephone number are in the Fee Schedule (Banking Online customers call 800-489-2111.) You must call or write us in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you the fee listed in the Fee Schedule for each stop-payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (7) If there has been incomplete or inaccurate information forwarded by the third party payor or payee.
- (8) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- (1) for certain routine disclosures necessary for the completion of a transfer; or
- (2) for verification of the existence and condition of your account for a credit bureau or merchant; or
- (3) to persons authorized by law in the course of their official duties; or
- (4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (5) pursuant to a court order or lawful subpoena; or
- (6) to a consumer reporting agency; or
- (7) as explained in the Privacy Disclosure provided separately.

If an unauthorized disclosure has been made, we must inform you of

the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

UNAUTHORIZED TRANSFERS

Consumer Liability. If your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back the money you lost if we can prove that with timely notification we could have stopped someone from taking the money. If a good reason such as an extended trip or hospital stay kept you from telling us, we will extend the time period.

If you think that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number listed in the Fee Schedule (Banking Online customers call 800-489-2111).

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call us at the telephone number or write us at the address listed in the Fee Schedule (Banking Online customers call 800-489-2111). Call or write us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 calendar days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions. Call 800-489-2111 or write to the address in the Fee Schedule. Our business days are Monday through Friday of every week except federal holidays.

AVAILABILITY OF FUNDS POLICY

Part I - Policy

Our policy is to make funds from your checking account deposits available for withdrawal (except by wire transfer) on the first business day after the day we receive your deposit. Electronic direct deposits, if received on a business day, will be available for withdrawal on the day we receive the deposit.

Our policy concerning withdrawal by wire transfer is to make most check deposits available on the first business day after the day of the deposit and other check deposits available no later than the second business day after the day of deposit, according to a Schedule in effect, as published from time to time. Nevertheless, we will make wire deposits available for wire transfer on the first business day after d

- (1) Treasury checks, Federal Reserve Bank checks, Federal Loan Bank checks, and in-state checks issued by state

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- governments, if payable to the depositor;
- (2) U.S. Postal Money Orders payable to the depositor;
- (3) Cashier's, certified and teller checks payable to the depositor;
- (4) Checks drawn on accounts at our bank; and
- (5) The first \$225 of all other checks deposited that day.

For the purpose of determining balances used to impose and to offset service charges on business accounts, we may use the availability periods assigned to checks by the aforementioned Schedule, which will be furnished on request. This Schedule provides availability periods of not greater than one day for local checks.

Every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit during normal business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after business hours, or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

Part II - Longer delays may apply for some checks

Federal law does not require generally that banks give the same rapid availability that we usually give our customers under our "first business day" policy. Instead, the law permits banks to delay making funds available from deposited checks according to a schedule, with funds from some checks not having to be made available until the second business day after the day of deposit. The law also permits exceptions for specified reasons, which can result in certain checks not being made available until the seventh business day after deposit. Although availability for withdrawal on the first business day after the day of deposit remains our policy, we may choose to delay the availability of some checks to the extent permitted by law. When we do, however, we will notify you. Delays which meet federal schedule requirements are described below as "Case-by-case delays." Delays for specified reasons are described below as "Exceptions."

a. Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available for withdrawal to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available for withdrawal until the second business day after the day of your deposit.

If we are going to delay availability for withdrawal, we will notify you at the time you make your deposit. We will also tell you when the funds will be available for withdrawal. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after the day we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available for withdrawal.

b. Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposit will not be paid;
- (2) You deposit checks totaling more than \$5,525 on any one day;
- (3) You redeposit a check that has been returned unpaid;
- (4) You have overdrawn your account repeatedly in the last six months;
- (5) There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available for withdrawal no later than the seventh business day after the day of your deposit.

Part III - Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers', and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after

the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by phone or visit your nearest branch.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

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CONSUMER ACCOUNT DISCLOSURES

Deposit Accounts in General

The Federal Truth-in-Savings Act requires that certain information be provided (1) when a consumer opens a deposit account at a banking institution and (2) when a consumer inquires about deposit accounts. This document (with Fee Schedule and rate insert for interest-bearing accounts) contains all the required information for a person opening an account. If you are merely inquiring about accounts, this agreement also contains the required information, except for currently available rates of interest and annual percentage yields. Be sure to ask for this rate and yield information at any full service branch or call. Also ask or call if you are interested in any information about business accounts or other products and services we offer. Not all accounts in this Disclosure section are available in every region. See the Fee Schedule for accounts available to you.

Four basic types of deposit accounts are available: checking accounts, savings accounts, payroll card accounts, and time deposit accounts (also known as Certificate of Deposit or CD accounts). We have a wide variety of these accounts, as well as packaged accounts combining checking and savings features. We also offer many different kinds of individual retirement accounts (IRAs). Only IRAs which employ bank deposits, however, are treated in this Depositor Agreement. These are our Fixed Rate IRAs, which use time deposits, and our Variable Rate IRAs, which use savings deposits.

Checking and Savings Accounts

Unless otherwise disclosed, all interest-bearing consumer checking and savings accounts pay variable interest; that is, your interest rate and annual percentage yield may change any time, at our discretion. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). All such currently offered accounts use the "daily balance" method to calculate interest. This method applies a daily periodic rate to the principal in the account each day.

Interest on a Traditional Savings account compounds daily and is credited quarterly. IRA savings interest is credited and compounded at quarterly intervals commencing 3 months after the initial savings deposit. All other consumer savings and checking account interest is credited and compounded monthly.

Crediting occurs (with the exception of IRA savings) on the last day of the statement cycle during which interest accrues. If you close a checking account before interest is credited, you will not receive the accrued interest. With a savings account, however, you will receive accrued interest. A Traditional Savings account will close if its balance falls to zero, and may be reactivated only if a minimum opening deposit is made.

If we permit you to convert your checking or savings account to another type and retain your old account number and statement cycle, rather than requiring you to close and open completely different accounts, fees during the conversion cycle will be either those for the new or the old type of account, at our discretion, and rates may be in any combination of the two.

Consumer checking and savings accounts may not be used to operate a business, and we may convert an account used for such purpose to a business account. We may convert a savings account to a checking account if you exceed six preauthorized or automatic transactions per month. If a Student Checking account does not comply with any direct deposit or limited transaction requirement, we may change it at our discretion to a Traditional Checking account, resulting in monthly service charges.

We use three types of minimum balance requirements.

a. *To open.* See the Fee Schedule for required minimum opening balances.

b. *To earn interest.* When a minimum daily balance is required to earn interest, we pay interest on the entire balance in the account that day, not just the amount above the minimum. Similarly, when a minimum daily balance is required to earn interest at a higher interest rate in a "tiered rate" account and this balance requirement is met, for accounts

including the Managed Asset Portfolio and the Asset Manager and Financial Manager packages of Relationship First Checking, we pay interest at the higher rate only on that portion of the account balance in the account that day above the balance requirement. For other account types, once a particular balance requirement is met, we pay interest at the higher rate on the entire balance in the account that day.

c. *To avoid a monthly service charge.* When a minimum balance is required to avoid a service charge, we require the minimum balance to be maintained every day of the statement period. Premier Checking accounts are exceptions (as described in the Fee Schedule). Traditional Savings is also an exception, in that a service charge is not made if the required minimum "average daily balance" is maintained. The "average daily balance" is calculated by adding the collected balance of the account for each day of the period and dividing that figure by the number of days in the period.

Time Deposit Accounts (CDs)

A Certificate of Deposit (CD) issued by our bank is not an instrument or an item as defined by the Uniform Commercial Code. Rather, it is a nonnegotiable, nontransferable receipt evidencing a deposit that creates a time deposit account (also known as a CD Account). A time deposit account is subject generally to the provisions of this document. Special rules relating to time deposit accounts follow:

a. *Minimum deposit.* The minimum opening deposit for a nonrenewable Jumbo CD is \$100,000 and for other CDs is as shown in the Fee Schedule. Special promotional CDs may have other deposit requirements, as specified on the current rate schedule.

b. *Confirmation.* With the exception of additional deposits described in g. (1) following, we will confirm each deposit by issuing a receipt setting forth the deposit amount, the maturity date, and the interest rate for the original term. The annual percentage yield **will** also be provided except for commercial Jumbo CDs. We are authorized to pay the deposit on the instructions of any Depositor without requiring presentment of the receipt. Ordinarily, periodic account statements are not provided.

c. *Maturity and automatic renewals.* Each deposit may be withdrawn on the maturity date, on any renewal maturity date, or within a seven-day grace period thereafter (the grace period is two days for CDs with a term of less than 30 days and for IRA time deposits with a term of 30 days or less). No interest will be earned during the grace period if the deposit is withdrawn during the grace period. Unless we notify you otherwise, each deposit and interest earned on the deposit which is left in the account after the grace period will be automatically renewed as of the last maturity date, for additional successive terms equal to the original term. Notwithstanding, time deposits of \$100,000 or more (except for IRA time deposits) do not renew automatically and will cease earning interest on the maturity date if not reinvested.

d. *Interest.* Each deposit earns interest at the rate shown on the deposit receipt until the original maturity date. Interest begins to accrue on the day the deposit is made, and is calculated by the "daily balance" method, which applies a daily periodic rate to the principal in the account each day. ("Principal" includes any interest credited to the account and not paid out.) Interest is credited at maturity. CDs with terms of over one year also credit interest on each anniversary date. We may change the interest rate for each renewal term to a rate established at our discretion without prior notice to you. You may find out the current rate by contacting us. Interest will remain in the account, capitalizing at maturity, unless you elect a different interest payment option. If you have elected a payment option, we may in our discretion terminate it in favor of payment at maturity. Ordinarily, such discretion will be exercised when an interest payment mailed to your account address has been returned undelivered, or when the account to which your interest payments were automatically credited has been closed. The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

e. *Early withdrawals.* Deposits may not be withdrawn prior to the original maturity date, or any renewal maturity date, except with our consent. When withdrawal of the entire account is permitted, we accrued interest less any penalty. Both voluntary and involuntary withdrawals (such as for garnishments or setoff) are subject to withdrawal penalties. Early withdrawals (except in case of *d* mental incompetency) will be subject to a penalty equal to:

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- (1) For deposits with a term less than 1 year, all interest on the amount withdrawn as of the withdrawal date.
- (2) For deposits with a term of 1 year to less than 2 years, 1% of the withdrawn amount.
- (3) For deposits with a term equal to or greater than 2 years, 2% of the withdrawn amount.

Withdrawals from IRA time deposits before age 59 1/2 may subject you to premature distribution penalties under the Internal Revenue Code. In addition, if you have not reached 59 1/2, withdrawal of an IRA time deposit before maturity (except in the case of death or disability which prevents you from substantial gainful activity) may subject you to a bank penalty equal to:

- (1) For deposits with a term less than 1 year, all interest on the amount withdrawn as of the withdrawal date.
- (2) For deposits with a term of 1 year to less than 2 years, 1% of the withdrawn amount.
- (3) For deposits with a term equal to or greater than 2 years, 2% of the withdrawn amount.

f. *Additional and renewals.* We reserve the right to refuse additional deposits to the account at any time. We also reserve the right to refuse to renew existing deposits upon maturity, to require redemption at maturity upon sending you advance written notice, and to change terms upon renewal.

g. *ADD-ON CD.* Conditions specifically applicable to your ADD-ON CD are as follows:

(1) We will issue the receipt as described in paragraph b. upon the initial deposit. Subject to our rights described in paragraph f., additional deposits of \$25 or more may be made to the account during its initial term or any renewal term, except that no additional deposit may be made within 7 days prior to the maturity date or renewal maturity date. An automatic deposit scheduled to occur during this 7-day period may be delayed until maturity, and those scheduled for non-business days may be deposited on the next business day. The only automatic or electronic transfers permitted are deposits of drafts and the transfer of funds to and from other accounts in the Bank. We may close your account if your balance falls below \$25. Subject to our rights under paragraph f., a deposit of \$25 or more within 13 months after closing will reopen your account. A renewal term equal in length to the origin term will commence with the date of the re-opening deposit. Accrued interest is credited at maturity. If, however, your principal account balance at maturity is zero, interest accrued that term will not be paid and your account will not be renewed. Paragraph b. receipts are not issued for additional deposits. Periodic account statements are provided.

(2) If we permit the partial withdrawal of account funds before maturity, we will not impose an early withdrawal penalty on the first such withdrawal during each term, provided such withdrawal occurs no earlier than the 7th day after any part of the same funds are deposited. Other withdrawals during any one term are subject to an early withdrawal penalty of all interest on the amount withdrawn, except for total withdrawal in the case of death or mental incompetency.

(3) Additional deposit and partial withdrawal features can result in varying time deposit balances within a term. Interest is computed by the daily balance method. Interest is credited at maturity. Accrued interest is not paid upon partial withdrawal. If the interest rate depends on the account balance, the balance on the first day of the term will fix the rate for the entire term.

The Payroll Card Account

This is a checkless, non-interest bearing, transaction account which requires use of a VISA® debit card to make payments or withdrawals. Checks may not be drawn on the account. Deposits must be made electronically by payroll, Social Security or other direct deposit. Check deposits and deposits at ATMs are not permitted.

FIRST HORIZON BANK
MEMBER FDIC

Funds on deposit in First Horizon Bank are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC), an agency of the United States government.



**THE COLLEGE OF THE FLORIDA KEYS
REQUEST FOR PROPOSAL (RFP)**

FOR

BANKING, MERCHANT, LINE OF CREDIT, AND ATM SERVICES

RFP DUE DATE – WEDNESDAY, JANUARY 12, 2022, 10:00 A.M. (EST)

RFP OPENING – THURSDAY, JANUARY 13, 2022, 9:00 A.M. (EST)



THE COLLEGE OF THE FLORIDA KEYS
Request for Proposal
RFP # 2021-03
Banking, Merchant, Line of Credit, and ATM Services

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1. SCOPE AND SPECIFICATIONS:

It is the intent of The College of the Florida Keys, hereinafter referred to as “College,” to contract with a qualified bank to provide basic banking services, merchant services, standby line of credit, and automated teller machine (ATM) services as per the terms, conditions, and specifications contained in this request for proposal.

The College reserves the right to modify the scope and specifications, as circumstances require. The obligations of the College under this award are subject to terms and conditions established by the Legislature of the State of Florida and contract approval by The College of the Florida Keys District Board of Trustees.

It is the sole responsibility of all prospective respondents to visit the College’s website, <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>, to view the solicitation and download any issued addenda.

2. COLLEGE INFORMATION

The College currently has one campus in Key West and two centers. The Middle Keys Center is located in Marathon and the Upper Keys Center is located in Key Largo, Florida. All financial reporting, payroll processing, accounts payable processing, and electronic banking activity is performed in the Business Office on the Key West Campus. The Key West Campus and Upper Keys Center collect cash, check, and credit card payments for student and community fees. Cash collection of any form is neither received nor disseminated at the Middle Keys Center.

The following represents monthly averages from the past year (December 1, 2020 – November 30, 2021) of certain College cash activity:

Transaction Type	No. of Transactions	Average Transaction
Deposits	361	\$6,193
Web Payments	685	\$1,063
Checks	3,889	\$4,432
Payroll Transmissions	24	\$207,687
Other Debits	592	\$33,882*
Other Credits	344	\$110,618*

*In the past year the College was constructing the Upper Keys Center in Key Largo, Florida. Average other debits are \$10,395 and average other credits are \$50,129, not including construction activity.

The following represents College merchant activity from the past year (December 1, 2020 – November 30, 2021):

Total Net Sales	No. of Transactions	Average Transaction
\$485,379	1421	\$342

List of College locations that collect cash:

- I. 5901 College Road, Key West, Florida 33040
- II. 106040 Overseas Highway, Key Largo, FL 33037

3. SCHEDULE OF EVENTS:

4:00 p.m., Fri., January 7, 2022	Last day to present written questions
10:00 a.m., Wed., January 12, 2022	RFP due date
9:00 a.m., Thu., January 13, 2022	Opening of RFP Responses
10:00 a.m., Thu., January 13, 2022	Evaluation of proposals
10:00 a.m., Thu., January 20, 2022	Presentations (if applicable)
2:00 p.m., Tue., February 22, 2022	Recommendation to Board of Trustees
12:00 a.m., Friday, July 1, 2022	Commencement of contract

4. POINT OF CONTACT:

The College’s point of contact for all matters relating to this RFP is Lucia Cuculino, Purchasing Agent. If there are any questions concerning this RFP, direct in writing by email to purchasing@cfk.edu. Neither questions nor answers will be provided by phone or in person. The last day for questions will be at 4:00 p.m. (EST) on **Friday, January 7, 2022**. All questions should contain the following information: RFP # 2021-03, company name, address, phone number, facsimile number, the respondent’s name, and specific questions or comments. Questions received after **January 7, 2022**, will not receive a response.

5. NEWS RELEASES AND REPRESENTATION

The respondent shall obtain the prior approval of the College for any news releases or other publicity pertaining to this RFP or other service, study, or project to which it relates.

The respondent shall not use the name of the College in any way unless approved in writing by the College. The respondent shall not assign the agreement or any of the rights or duties hereunder without the prior written consent of the College. The agreement shall be governed by the laws of the State of Florida.

6. AUDIT AND PUBLIC RECORD:

Upon award or thirty (30) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(1), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the proposal and must identify the data or other materials to be protected and must state reasons why such exclusion from public disclosure is necessary. Respondents are hereby notified that any part of the material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

7. FAMILIARITY WITH LAWS:

All respondents are required to comply with all federal, state, and local laws, codes, rules, and regulations controlling the action or operation of this proposal. College funds in depository accounts shall be collateralized

in accordance with Florida Statutes, Chapter 136, and any amendments thereto. The Depository shall comply with Section 1010.11, Florida Statutes, as well as State Board of Education Rules 6A-14.0751 and 6A-14.0752 and 6A-14.0765. Other relevant laws may include but are not limited to; the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, and all Civil Rights legislation.

8. CONFLICT OF INTEREST:

All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of The College of the Florida Keys. Further, all respondents must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's bank or any of its subsidiaries. Should the awarded respondent permanently or temporarily hire any College employee who is, or has been, directly involved with the respondent prior to or during performance of the resulting agreement, the agreement shall be subject to immediate termination by the College. The Conflict of Interest Disclosure form shall be completed and submitted as part of the proposal response (exhibit 45, Conflict of Interest Form).

9. RELATIONSHIP OF PARTIES

The respondent is an independent contractor and will furnish services upon its own credit rather than as an employee, agent, or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the respondent; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from the College to the respondent or the employees, agents, or public servants of the respondent. The respondent will be solely and entirely responsible for respondent's acts and for the acts of its agents, employees, and public servants during the performance of the agreement.

10. TAXES/LICENSES/PERMITS

The respondent shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract. In addition, the respondent shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state, and municipal statutes.

11. INDEMNIFICATION

The provisions of Florida Statute 768.28 applicable to the College, apply in full to the resulting agreement. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the College acting within the scope of their office or employment are subject to the limitations specified in this statute. No officer, employee, or agent of the College acting within the scope of their employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event, or failure to act.

The College shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of their employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. To the fullest extent permitted by law, the respondent shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands,

liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the respondent or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

12. SEVERABILITY

If any provisions of the agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

13. EQUAL OPPORTUNITY & DRUG/ALCOHOL FREE WORKPLACE

The College adheres to the nondiscrimination clause contained in Section 202, Executive Order 11243, as amended by Executive Order 11375, relative to Equal Employment Opportunity. The College conforms to both the spirit and letter of the law for all persons without regard to race, color, national origin, ethnicity, age, sex (including sexual orientation and gender identity), marital status, military status, protected veteran status, genetic information, religion, pregnancy, or disability in its programs, activities, or employment practices. By submitting a proposal, the respondent certifies that they are in compliance with nondiscrimination laws.

The College believes in a drug free workplace and is committed through in-house policies to this objective. The Drug Free Workplace Disclosure form shall be completed and submitted as part of the proposal response (exhibit 41, Drug Free Workplace).

14. AMERICANS WITH DISABILITY ACT OF 1990 AND SUBSEQUENT REGULATION, 1991 AND 2020

Respondents may contact Lucia Cuculino, Purchasing Agent, (305) 809-3240, or purchasing@cfk.edu, if special accommodations are required in order to attend any of the scheduled events noted in section three (3) of this RFP.

15. PUBLIC ENTITY CRIMES

The contract award will not be made to any person or affiliate identified on the Department of Management Services "Convicted Vendor List." This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, respondent attests that they have not been placed on the "Convicted Vendor List." Any person submitting proposals in response to this Request for Proposal must execute and submit form PUR. 7068, Sworn Statement Under Section 287.133(3) (A), Florida Statutes (exhibit 44, Public Entity Crimes).

16. ADDITIONAL INFORMATION AND WRITTEN ADDENDA

No additional information may be submitted, or follow-up performed by any respondent after the stated due date outside of a formal presentation to the evaluation team, if applicable, unless specifically requested by the College.

No interpretation of the meaning of the RFP document or correction of any apparent ambiguity, inconsistency, or error therein will be made to any respondent verbally. Requests for such interpretation or correction should be made in writing to the College's point of contact. Interpretation of the wording of this document shall be the sole responsibility of the College and that interpretation shall be final.

A written addendum may be issued by the Purchasing Agent prior to the RFP submittal date, supplementing, modifying, or interpreting any portion of this RFP and will be posted on the College's website at <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>. No verbal or written information from other sources is authorized as representing the College. It is the sole responsibility of all prospective respondents to visit the website, prior to submitting their response, to view the solicitation and download any issued addenda.

17. RFP DELAYS

The College, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the College to do so. The College will post delays or changes and information or addendums on the College's website at <https://www.cfk.edu/community-resources/bids-rfps-rfqs/>; it is the sole responsibility of interested respondent to consistently monitor this site for changes. Failure to note changes posted on the website will be the fault of the potential respondent and not the responsibility of the College.

18. ACCEPTANCE/REJECTION

The College reserves the right to reject all proposals, to waive any formalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to the respondent who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any respondent who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in their opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of the respondent in order to make a determination as to the foregoing.

The College shall have the right to reject any or all proposals and in particular to reject a proposal not accompanied by data required by the RFP or a qualification in any way incomplete or irregular. Conditional qualifications will not be accepted.

Any or all proposals will be rejected if there is reason to believe that collusion exists between respondents. Proposals in which the prices obviously are unbalanced may be subject to rejection.

19. ERRORS AND OMISSIONS

The respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. If the respondent suspects any error, omission, or discrepancy in the specifications or instructions, the respondent shall immediately notify the College, in writing, and the College shall issue and post a written addendum. The respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. Any respondent, which submits in its proposal to the College any information, which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

20. PROPOSAL WITHDRAWN

Respondents may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Respondents may not withdraw their proposals in person or by phone. Once opened, proposals become the property of the College and will not be returned to the respondents.

21. PROPOSAL COST

Neither the College nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal. All proposals, conference attendance, and visits to the College must be at the sole expense of the respondent, whether or not any contract is signed as a result of this Request for Proposal.

22. OPENING AND EVALUATION

Proposals shall be publicly opened on the date and time specified herein unless changed by addendum. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation team will select qualified proposals based on criteria contained herein (Phase 1). At the discretion of the evaluation team, qualified respondent will be contacted to give oral presentations (Phase 2) after the initial review of all proposals. The College reserves the right to select a bank based on the written responses only and not conduct oral presentations (Phase 2).

To facilitate review by the evaluation team, respondents are requested to respond and index their written responses with the same tab notations as contained herein. Proposals will be evaluated and selected based on the criteria detailed below. All respondents will be investigated as to experience, financial condition, personnel/organization, and ability to perform. The College reserves the right to reject any proposal that does not meet the qualifications stated in this RFP. The College shall be the sole judge of compliance and/or qualifications.

Tab Notations:

1. Submission Coverage Page (exhibit 36)
2. Basic Banking Services (0-20 points) (include exhibit 37 and 38)
Evaluated on lowest cost or required compensating balance and overall services.
3. Merchant Services (0-20 points) (include exhibit 39)
Evaluated on lowest cost or required compensating balance and overall services.
4. Cash Management System (0-10 points) (no exhibit)
Evaluated on lowest cost, functionality, and overall services.
5. Overnight Investments (0-15 points) (no exhibit)
Evaluated on highest interest rate.
6. Line of Credit (0-15 points) (no exhibit)
Evaluated on lowest cost and best program.
7. Automated Teller Machine (ATM) Services (0-10 points) (no exhibit)

Evaluated on lowest cost and best program

8. References and Disclosure Statements (0-10 points) (exhibits 40 through 45)

Written responses must be typed and shall not exceed fifty (50) pages, including charts and pictures. Responses should be prepared simply and economically providing a thorough, clear, and concise delineation of all information submitted. Color displays and promotional materials are neither required nor desired. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after responses are opened.

The College will organize an evaluation team who will review independently the first fifty (50) pages submitted of responsive proposals as part of Phase 1 of the process. The evaluation team will meet in a Phase 1 public evaluation meeting(s) and individually assign Phase 1 written evaluation points for each criterion as defined herein.

In Phase 1 of the process, each evaluation team member can assign a maximum of one hundred (100) points for each respondent's written response. All the evaluation team members' individual maximum points per proposal will be totaled and an average score will be calculated. Based on the average calculated score, the proposal will be ranked highest to lowest with 100 average score being the highest. All, or top ranked, banks will be selected for phase 2 at the College's discretion.

If Phase 2 is exercised, a public presentation will be conducted with banks as a result of Phase 1 of the process on **Thursday, January 20, 2022**. The Purchasing Agent will notify the selected banks of the time allotted for their public presentation as well as the evaluation criteria to be used in the evaluation of the presentations.

The evaluation team will meet in a Phase 2 public evaluation meeting(s) (if exercised) and evaluate the presentations based on the evaluation criteria to be determined for Phase 2 of the process. Evaluation team members will individually assign Phase 2 written evaluation points for each criterion. In Phase 2 of the evaluation and selection process, each evaluation team member can assign a maximum of one hundred (100) points for each respondent's public presentation. All the evaluation team members' individual maximum points per respondent will be totaled and an average score will be calculated. Based on the average calculated score, the respondents will be ranked highest to lowest with 100 average score being the highest. The ranking will be presented to the College's Executive Administration or designee.

Based on the evaluation team recommendation, an administrative review is conducted to include items such as, but not limited to, review of the evaluation team's work, reference checks, and possible follow-up interviews. Reference checks conducted internally and externally shall confirm the respondent provides qualitative exceptional customer service and that the respondent's contracts are awarded equitably and economically. The College reserves the right to select proposals, which in the opinion and discretion of the College will be in the best interest of the College and/or the most advantageous to the College.

NOTE: Evaluation criteria utilized in Phase Two (2) of the process is to be determined (if applicable).

23. AWARD

The College reserves the right to award, at its sole discretion, all, or part of the required service(s) to one or more qualified respondent. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

24. RESULTS/PROTEST/DISPUTES

Following Phase 1 and Phase 2 (if applicable) of the evaluation and selection process, it is the sole responsibility of all prospective respondents to visit the website <http://www.cfk.edu/faculty-admin/purchasing-bids.da> to view the intended award public posting.

Failure to file a written protest to the Purchasing Agent within the time prescribed in section 120.57(3) (b), Florida Statutes, shall constitute a waiver of protest proceedings. A lobbying blackout period shall commence upon issuance of the solicitation until the approved recommendation for award.

Any Notice of Protest involving the specifications, terms, and conditions or any other aspect of the Request for Proposal must be filed in writing within seventy-two (72) hours after the posting of the solicitation. Formal written protest must be filed within ten (10) days after the date of the Notice of Protest is filed; noting references to the specific statutes, the protest is based upon. Failure to file a Notice of Protest or failure to file a formal written protest within the time prescribed shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished hereunder the decision of the College shall be final and binding on both parties.

25. CONTRACT TERMS

The terms, specifications, and conditions of this proposal constitute the total agreement and no further conditions will be accepted.

26. CONTRACT PERIOD

The purpose of this Request for Proposal is to establish a three (3) year contract with an automatic annual renewal, thereafter, based on performance review and other criteria established for awarding the contract. The commencement date of a contract resulting from this proposal will be July 1, 2022. The College may terminate the contract prior to any renewal date upon sixty (60) days written notice.

27. TERMINATION/CANCELLATION

The College reserves the right to not renew the contract by providing a sixty (60) calendar day written notice prior to renewal date to respondent. If the contract is cancelled, the College may elect to award the contract to the next ranked provider or reissue the proposal, whichever is in the best interest of the College.

If the provider is not performing within the terms and conditions set forth by the College of the Florida Keys, the Executive Vice President and Chief Financial Officer will notify the provider that the contract will be terminated within thirty (30) days for cause from the date of the notification letter.

The contract may be cancelled in whole or in part by either party by giving sixty (60) days prior notice in writing to the other party. Any such notice or demand hereunder by either party to the other shall be affected by registered or certified mail, return receipt requested and shall be deemed communicated forty-eight (48) hours after mailing. The obligations of the College under this award are subject to the terms and conditions established by the Legislature of the State of Florida.

28. PROHIBITION AGAINST ASSIGNMENT

Neither the College nor the respondent shall assign, sublet, convey, or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the College, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the College and the respondent.

29. SUBMITTAL REQUIREMENTS AND INCLUSIONS

Proposals are to be received in sealed envelopes plainly marked, RFP #2021-03 Banking, Merchant, Line of Credit, and ATM Services and the bidder's name. Submissions must include three (3) sets of proposals (one original and two copies). Proposals are required to be submitted on or before **10:00 a.m., Wednesday, January 12, 2022** to Lucia Cuculino, Purchasing Agent, The College of the Florida Keys, 5901 College Road, Maintenance Building, Key West, Florida, 33040. The proposals will be publicly opened at **9:00 a.m. on Thursday, January 13, 2022** in the Board Room of the Administration Building at the same address listed above. One set is to be clearly marked 'original' and is to become the official file copy. Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein. The College's RFP Committee reserves the option to request a presentation from the respondent(s).

All services shall meet or exceed the requirements as stated in all services required.

A. All submittals shall include a complete response to the proposal requirements and the following exhibits.

PACKAGE EXHIBITS

36. Submission Cover Page
37. Basic Bank Service Fees
38. Direct Deposit (ACH) Payrolls
39. Merchant Services Fees
40. References
41. Drug Free Workplace
42. Qualifications Certification
43. Disputes Disclosure Form
44. Public Entity Crimes
45. Conflict of Interest Disclosure Form

Supporting material may be submitted; however, the decision in selecting the highest ranked proposal will be based upon the standard forms and provided information requested in the RFP. The award shall be made to the respondent whose proposal is determined to be the lowest cost/highest yield or best based on the criteria set forth in this RFP and at the sole discretion of the College.

B. In addition to the completed exhibits, each respondent shall provide evidence of its ability to provide the services the College requires herein. This evidence shall include but not be limited to:

- B1. Certificate of Qualification (exhibit 42) by the Department of Financial Services.
- B2. Disputes Disclosure Form (exhibit 43).
- B3. Verification that the respondent is a member of or has direct access to the Federal Reserve System.

- B4. A summary of the respondent's financial resources, including audited financial statements and annual reports for the last two years. Statements and reports should be from the corporate entity making the proposal rather than its parent corporation.
- B5. The respondent should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.
- B6. Service locations:
- B6a) A list of the bank's branch offices which meets the proximity requirements to each of The College's three locations, along with the address of each related branch location and verification of the distance to the college campus/center it will service.
- B6b) Name, title, location, and phone number of the Bank Officer proposed to be The College's primary contact to be known as the Banking Contract Manager. The College would prefer one contact person as the primary contact for all banking service questions and issues.
- C. A listing (references) of other active primary public accounts serviced by the bank, indicating contact person(s) at the organization (exhibit 40, References).
- D. The respondent's proposed contract with the College for banking services and all other resolution forms and agreement forms required by the bank for the performance of the banking services. The College prefers to have one contract, when appropriate, for all services selected under this proposal.
- E. The College is interested in receiving proposals for additional services not required herein but which the respondent believes would be advantageous to the College (e.g., free checking for the College's students and employees, etc.). Although the College will not consider such additional services in its decision to award this contract, it reserves the right to include these services in its contract with the selected bank, as well as any new options and services, which may become available during the term of the contract.

30. BASIC BANKING SERVICES

The respondent selected by the College as its depository shall comply with Florida Statutory Law as it relates to public depositories, specifically Chapter 136, and any amendments hereto. The Depository shall comply with Section 1010.11, Florida Statutes, as well as State Board of Education Rules 6A-14.0751, 6A-14.0752 and 6A-14.0765.

The banking services requirements as detailed in this section shall be performed for the College on a contractual basis. The College would prefer to contract with one provider for all the required banking services, however, in that certain services are provided independently of financial institutions, the College reserves the right to consider proposals for specific services requested herein separate from a complete proposal. To compensate for services provided, the College will make direct payments of fixed fees per actual transactions processed. Alternatively, the College will consider maintaining a compensating balance on deposit based fixed fees (said compensating balance to be revised periodically as mutually agreed by the College and the bank to adjust for the volume of transactions for the future year) and a specified earnings credit rate.

The respondent cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate individual services if the charges associated with the services are considered by the College to be excessive.

Following the decision to award this contract based on the selection criteria specified herein, the requirements of the Request for Proposal, and upon agreement with selected respondent in final negotiations for the contract

hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

In the event the respondent to which the award is made does not execute a contract within thirty (30) days after award, the College may give notice to such respondent of its intent to make the award to the next most qualified respondent or to call for new proposals and may proceed to act accordingly.

The following are requirements for basic banking services.

- A. The College intends and prefers to maintain for its operations the minimum number of accounts appropriate for its activity. The proposing bank should include in its proposal an explanation of its recommended account structure and a brief discussion of the cost/benefit rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts.
- B. The cut-off time for delivery of deposits to the designated branch bank office for same day credit on deposits shall be 4:00 p.m. The proposing bank should include in its proposal a discussion of its cash management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account.
- C. The College requires access to a designated bank branch office within ten (10) miles of each of its locations. A list of locations can be found section two (2) of this RFP. Alternatively, the bank must agree to provide daily weekday deposit pickup and/or delivery service from any College location outside of the ten (10) mile requirement.
- D. Honor requests for stop payment of checks from authorized College Business Office personnel.
- E. Automatically re-deposit all NSF checks a second time before returning to the College.
- F. Provide statements of the College's account with cut-off at the close of the last working day of the month and have them delivered to the College Business Office within two (2) working days after the last day of the month. With the bank statement, a data file should be included on electronic media that contains all cleared items with appropriate information (i.e., check number, date, and amount). The respondent shall provide online access to check images, account balances, and statements on a timely basis (to be specified in the RFP response) between statement cycles.
- G. Provide all other routine banking services including but not limited to endorsement stamps, locking bags, coin wrappers, currency straps, and night deposit service available at main branch and each site. The cost, if any, for deposit services should be listed as additional items on exhibit 37, Basic Bank Service Fees.
- H. Supply the College with three-part deposit slips to the Colleges' specifications as to design, color, paper stock, and MICR encoding.
- I. Accommodate pre-authorized wires out upon request of authorized College personnel and guarantee arrival in the same day for requests made before 4:00 p.m.
- J. Provide daily transfer notice(s) for funds transferred or wired to and from the State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts.

- K. Provide ACH services for both debit and credit transactions. The College requires the ability to generate ACH transactions for employee payroll and reimbursements, vendor payments and student refunds. The proposal should include the methods of transmission, cut-off times, lead-time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.
- L. Notify the College Business Office immediately if any discrepancy is found with deposits. The College shall have the option to set a minimum threshold for this notification.
- M. Provide the College check cashing to non-account holders without a fee assessed. Students, faculty, and staff who are non-account holders shall be able to cash a College check and receive in return the gross amount of the check without fees or surcharges for not being an account holder.
- N. Provide a fraud prevention tool such as “Positive Pay” or “Controlled Disbursement” preventing the clearing of checks that have been fraudulently altered and/or do not agree to the College’s check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the College. An online system shall give the ability to return or pay exception items.
- O. If the bank offsets bank charges with an earnings credit allowance, state how the monthly earnings credit rate is calculated. Illustrate by example of how the bank would determine the amount of the College’s account balance that would apply to the credit rate.
- P. Describe the bank’s process of handling a fraudulent claim against the College’s accounts.
- Q. The bank shall provide deposit reconciliation services to assist the College in effectively managing daily deposits.
- R. The bank shall also state if it has “Remote Deposit Capture” capabilities and what fees would be assessed if available.
- S. The bank shall provide telephone authorization provisions for select authorized personnel for processing payroll files, ACH, and wire payments in the event of limited access as a result of a disaster preparedness and recovery.
- T. Provide annual report of banking activity based on transactional type to include, but not limited to, the total number of transactions, total dollar value and average amount of transactions. The annual report shall also include a trend summary by month.

31. MERCHANT SERVICES

The College accepts Visa, MasterCard, American Express, and Discover credit and debit cards at its two Business Office cashier locations, Campus Café, Aquatic Center, and online transactions (optional). The College will need up to five (5) separate merchant numbers, one for each location and one for internet payments (to be determined). The respondent shall provide merchant services as follows:

- A. Charges for credit card and debit card services are to be assessed as quoted in RFP response by either of the alternative methods described herein. Include exhibit 39, Merchant Service Fees, in response.

- B. All-inclusive credit card swipe, chip, and touchless terminals for credit and debit cards will be provided for use at the College by the Bank. Equipment must be able to perform on-line authorizations and electronic transmittal of deposits to the College's primary account. The point-of-sale equipment pricing should be presented in the proposal with purchase and lease options.
- C. Credit card tickets and other required supplies should be provided by the bank.
- D. Options for smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include any fees assessed.
- E. Optional support for the College's current web authorized e-commerce software must be provided. More information for this product can be found at <https://www.touchnet.com/en>. The College reserves the right to maintain existing merchant contract for w-commerce services.

32. CASH MANAGEMENT SYSTEM

The College requires the use of an automated cash management system to permit authorized College personnel to have secure, direct, and on-line computer access to account status information and account activities such as stop payments, balance inquiries, paid check status inquiries and controlled disbursement authorizations.

- A. The Cash Management System must include necessary software applications to enable the College to establish a data link with the bank's provider network. A secure, internet-based solution is preferred providing the ability to facilitate transfers remotely.
- B. The Cash Management System shall have the capability of sending and receiving data transmissions. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions.
- C. The Cash Management System shall have the ability to interface with Microsoft Applications, as well as make available standard balance tracking, history reporting and fund transfers.
- D. Collected balance information and controlled disbursements/positive pay presented the previous day shall be available by 9:00 A.M. Eastern Time the following day.
- E. Should the cash management system be offline due to bank equipment/software failure or any other reason not under the control of the College, the bank must provide alternative means to provide all cash management services at no additional charge.
- F. Proposals should also include the following:
 - F1. System components and requirements. A detailed description of the system being proposed including but not limited to the software requirements and the system support provided by the respondent.
 - F2. Any limitations foreseen as related to the short-term account implementation as well as long-term account implementation.
 - F3. Examples of the standard reports.
 - F4. Options regarding modification of these reports.
 - F5. Security Features.

- F6. Initial costs of software including installation and training, if any. Include number of days required for training and the number of College employees covered by training.
- F7. Completion of exhibit 38, Direct Deposit (ACH) Payrolls.

33. OVERNIGHT INVESTMENTS

It is the College's intent to have all monies on deposit earn interest. Submit the best options to accomplish this objective.

The College intends to have all monies on deposit treated and reported as funds on deposit. Respondents are to respond as to how College funds will be invested and how they will maintain compliance with safekeeping requirements. Investments shall comply with requirements of Florida Statute Chapter 218.415 and State Board of Education Administrative Rule 6A-14.0765.

The interest rate the bank will pay on monies on deposit shall be stated in relation to the daily effective federal funds rate (or monthly average) as reported in the prior day Wall Street Journal.

Proposals should also include the following:

- A. Describe the investment vehicle proposed for overnight investment of College funds.
- B. Describe the method of collateralization of overnight investments. Verify proposed method is in accordance with appropriate Florida Statutes and/or rules.
- C. List any charges related to the overnight investment.

The College reserves the right to invest any or all funds in excess of any required daily balances in any manner, which will be in the best interest of the College.

34. LINE OF CREDIT

The College is seeking a standby line of credit to facilitate and enhance operating liquidity management. The line of credit will be in the amount of \$5,000,000, which will be available for borrowing, re-paying, and re-borrowing in perpetuity. The line of credit will be unsecured. The line of credit will primarily be used to support the College's capital projects for which funding is derived primarily from state appropriations and federal grants. Additional funding sources include tuition and fees collected from students and donors. The College reserves the right to use funds for non-capital projects.

The proposal should include the following:

- A. Fee structure, including any commitment fee(s), the interest rate to be charged on any borrowings, and any other fees or costs associated with maintaining and drawing on the institution's line of credit facility.
- B. Reporting requirements and covenants.

35. AUTOMATED TELLER MACHINE (ATM) SERVICES

The College currently has one ATM located at the Student Center on the Key West Campus. The College is seeking the replacement of the ATM at the Key West campus and adding a second ATM at the Upper Keys Center.

The following requirements must be met:

- A. ATM location will remain as existing and should have similar footprint.
- B. Completely 100% turnkey installation (nothing required of College staff for unit to operate).
- C. No charge for machine, installation, service, maintenance, or supplies.
- D. Provide list of fees assessed to users.
- E. Wireless connection to processing networks.
- F. 24/7 toll-free customer service help (number listed on the ATM).
- G. Cash insured for all consumer losses.

The following are optional and will result in greater point assessment:

- H. Commission sharing options with volume requirements for each machine, or collectively.
- I. Smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include fee information assessed to users.

(Please type or print clearly in ink for reproduction purposes)

IDENTIFICATION Firm Name			Type of Service
Purchasing Address	City	State	ZIP (9-digit)
Remit to Address	City	State	ZIP (9-digit)
Phone #	Fax #		web page address
Contact Person	Title		
Contact Person's Email Address			
Address of Parent Firm	City	State	ZIP (9-digit)
Federal Employer Tax Identification No (9-digit) OR (FEIN)	Social Security Number (SSN)		
Are you a 1099 recipient?	If YES, under what name		
OWNERSHIP Please check all applicable boxes Firm is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian Indian American (includes India, Pakistan, and Bangladesh) <input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications (The College of the Florida Keys requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency.)			
SIZE INFORMATION Please check appropriate box (check one only).			
<input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business Entity <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> Individual, Self-Employed <input type="checkbox"/> Partnership, Joint Venture <input type="checkbox"/> Corporation Estate/Trust			
Name (Print): _____			
Signature: _____			

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.

37. BASIC BANK SERVICE FEES

Responder is required to complete the following pricing list that reflects the estimated requirements of The College. Indicate N/C if there is no charge for an item.

	<u>ANNUAL VOLUME</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
GENERAL SERVICES			
ACCOUNT MAINTENANCE	_____	_____	_____
DEPOSITS	_____	_____	_____
CHECKS PAID	_____	_____	_____
ITEMS DEPOSITED	_____	_____	_____
DEPOSITED ITEMS CHARGED BACK	_____	_____	_____
REDEPOSITED ITEMS	_____	_____	_____
STOP PAYMENTS	_____	_____	_____
DEPOSIT CORRECTIONS	_____	_____	_____
CASH PROCESSING	_____	_____	_____
NIGHT DEPOSIT BAGS PROCESSED	_____	_____	_____
CURRENCY STRAPS PROVIDED	_____	_____	_____
ACH SERVICES			
ACH MAINTENANCE	_____	_____	_____
ACH ITEMS ORIGINATED	_____	_____	_____
ACH RETURNS/NOC'S	_____	_____	_____
ACH REVERSALS	_____	_____	_____
ACH DEPOSITS	_____	_____	_____
ACH ITEMS PAID	_____	_____	_____
ON-LINE BANKING			
MONTHLY MAINTENANCE	_____	_____	_____
PER ACCOUNT	_____	_____	_____
PER ITEM STORED/DOWNLOADED	_____	_____	_____
PER BOOK TRANSFER	_____	_____	_____
PER OUTGOING REPETITIVE WIRE	_____	_____	_____
PER OUTGOING NON-REPETITIVE WIRE	_____	_____	_____
ACCOUNT RECONCILEMENT			
PARTIAL RECON MONTHLY MAINTENANCE	_____	_____	_____
PARTIAL RECON PER ITEM	_____	_____	_____
SERIAL SORT MONTHLY MAINTENANCE	_____	_____	_____
SERIAL SORT PER ITEM	_____	_____	_____
DEPOSIT RECON MAINTENANCE	_____	_____	_____
DEPOSIT RECON PER ITEM	_____	_____	_____
ACCOUNT RECON DATA TRANSMISSION	_____	_____	_____
POSITIVE PAY			
POSITIVE PAY MAINTENANCE	_____	_____	_____
POSITIVE PAY PER ITEM	_____	_____	_____
ZERO BALANCE ACCOUNT			
ZBA MONTHLY MAINTENANCE	_____	_____	_____
ZBA PER SUB ACCOUNT	_____	_____	_____

Basic Bank Service Fees (cont.)

	ANNUAL VOLUME	UNIT COST	TOTAL COST
FDIC INSURANCE			
WIRE TRANSFERS (MANUAL)			
OUTGOING - REPETITIVE			
OUTGOING - NON REPETITIVE			
INCOMING			
SUPPLIES			
COIN/CURRENCY WRAPPERS			
PRE-PRINTED DEPOSIT SLIPS			
ADDITIONAL SERVICE CHARGES			

38. DIRECT DEPOSIT (ACH) PAYROLLS

Number of days and deadline time before payroll day that deposit information to be electronically provided to the bank from The College.

Number of Days

Time of Day

Number of Days and deadline time on which actual funds are transferred to appropriate employee demand accounts at various banks.

Number of Days

Time of Day

Number of Days and deadline time actual College funds are transferred and do not earn interest.

Number of Days

Time of Day

39. MERCHANT SERVICE FEES

Merchant Provider:

Name _____
Address _____
URL _____

Merchant Services Fees:

	Interchange Discount Fee (%)	Transaction Fee (each)	Pin Debit Transaction Fee (each)
Debit Qualified	_____	_____	_____
Credit Qualified	_____	_____	_____
American Express Qualified	_____	_____	_____
Discover Qualified	_____	_____	_____

Other Charges:

Chargeback Fee _____
Voice Authorization _____
Monthly Report Fee _____
Monthly Support Fee _____
Monthly PCI Support Fee _____
Annual PCI Regulation Fee _____
Early Termination Fee (Contract) _____

Equipment Fees:

Swipe Readers _____
Installation Cost _____

Other Costs (specify):

Other Terms:

40. REFERENCES

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

Firm or Entity:

Address:

City, State, Zip:

Contact Person:

TelephoneNo.:

Date of last service:

41. DRUG FREE WORKPLACE

The undersigned firm in accordance with Florida Statute 287.087 hereby certifies that _____
_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent’s Signature

Date

42. QUALIFICATIONS CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This firm is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Firm _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

Date _____

NOTE: Please return to the Florida Keys Educational, Inc. with your proposal.

43. DISPUTES DISCLOSURE FORM

Please answer the following questions **Yes** or **No**. If you answer yes to any of the questions please provide a full explanation below the question.

- 1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last five (5) years?

- 2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____

If yes, indicate firm name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

- 3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved? _____

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

 Firm Name Date _____

 Authorized Signature Title _____

44. PUBLIC ENTITY CRIMES

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to:

(print name of the public entity)

By _____
(Print name of entity submitting sworn statement)

Whose business address is

And (if applicable) its Federal Employer Identification No. (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**indicate which statement applies**).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (**attach a copy of the final order**).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____ 20_____

Personally known _____

OR Produced identification _____ Notary Public - State of _____

_____. My commission expires _____ (Type of identification)

(Printed, typed and/or stamped commissioned name of Notary Public)

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

45. CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT (RFQ, RFP, ITN, BID) NUMBER: _____

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of The College of the Florida Keys (CFK). Furthermore, all respondents must disclose the name of any CFK employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent’s firm or any of its branches.

The purpose of this disclosure statement is to give The College the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any College duty or responsibility in administration, management, instruction, research, or other professional activities. The bias such conflicts could conceivably impart may inappropriately affect the goals of research, instructional, or administrative programs. The education of students, the methods of analysis and interpretation of research data, the hiring of staff, procurement of materials, and other administrative tasks at The College must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of instructional, research, or administrative goals, processes, or outcomes. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent _____

Authorized Signature _____

Name (print or type) _____

Title _____

Prepared for



College of the Florida Keys

Request for Proposal for BANKING SERVICES,
MERCHANT, LINE OF CREDIT, ATM SERVICES
AND COURIER SERVICES

Presented April 27, 2022

**FOR MORE
INFORMATION CONTACT:**
Michele White
Sr. Commercial Relationship Manager/SVP
305-809-3309
michele.white@firsthorizon.com



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EXECUTIVE SUMMARY

Commitment To Value

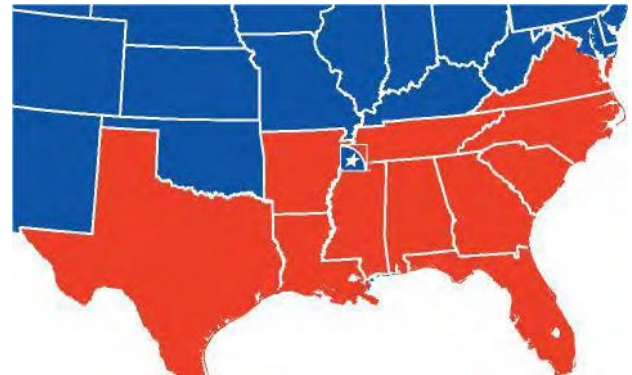
First Horizon has been a proud financial partner with our clients for more than 158 years. We are the largest bank headquartered in the state of Tennessee, and have earned one of the highest client retention rates of any bank in the country with our industry leading client service. We appreciate the opportunity to establish a mutually beneficial business relationship with the College of Florida Keys by providing our cash management and banking services solution. Our proposal will focus on describing the financial soundness of the bank as well as our expertise in providing the highest quality and the most efficient banking services at an extremely competitive price.

The hallmark of our company is our “**Can Do**” culture. Our people, processes and technology allow us the flexibility to craft customized solutions to benefit each client’s requirements. This concept allows First Horizon to differentiate ourselves from the competition. Our approach is centered around knowing and understanding your business, focusing on your goals, providing quality products and service and most importantly, consistently exceeding your expectations. We are committed to excellence in financial service and deep investments in the communities we serve. Today, because of our merger of equals with IBERIABANK in July 2020, we have more than 426 banking centers across 12 southeastern states.

First Horizon at a Glance*

President & CEO	D. Bryan Jordan
Headquarters	Memphis, TN
History	Founded in 1864
Total Assets	\$89.1 Billion
Loans	\$54.9 Billion
Market Capitalization	\$8.7 Billion
Common Equity Tier 1 Ratio	9.9%
Employees	7,900

*Statistics are accurate as of 12/31/21 and are for First Horizon Corporation. Total Assets and Loan amounts are based on period-end balances.



One location in New York not included in this illustration.

How We Serve You

- Markets guided by banking veterans, experienced in building strong relationships and local community ties
- Bankers who provide personalized service based on a deeper understanding of client needs
- Bankers who work proactively to achieve a long-term vision for our clients

Services We Offer

- Personal Banking
- Private Client Services
- Wealth Management through First Horizon Advisors
- Commercial Banking and Treasury Services
- Specialty Commercial Lending Services
- Small Business Banking



A company you can count on despite our growth, we are still a regional company that prides itself on putting people first. It is the secret to our success and the reason we consistently earn national accolades.

- **World's Best/U.S. Best Banks** - Forbes Magazine
- **U.S. Top 10 Most Reputable Banks** - RepTrak
- **Best Banks to Work For** - American Banker
- **100 Best Adoption-Friendly Workplaces in America** - Dave Thomas Foundation for Adoption
- **Human Rights Campaign Corporate Equality Index**
- **Bloomberg Gender Equality Index**

CONSULTATIVE APPROACH

We focus on Accounts Receivable and Cash Concentration, Accounts Payable and Fraud Prevention, Information Control and Liquidity Management.

We commit to being your trusted banking services provider in recommending, designing, implementing and servicing a banking solution for the College. All of our products and services are designed to meet the needs of our clients. This commitment is backed by the financial strength of First Horizon and our strong regional commitment to servicing clients throughout our footprint. Our proven approach to client-focused relationship management is designed to deliver a continuous stream of solutions and support, through strategic thinking to help you meet your business challenges and optimize your treasury management operations.

We take a consultative team approach to deliver excellent client service to our clients by taking the time to get to know your business through a period of in-depth discovery. Educating ourselves about your challenges, your opportunities, and most importantly, your financial priorities. Our approach is effectively executed by an experienced team of professional who are truly knowledgeable about the unique banking needs and fiduciary responsibilities of government entities, municipalities, public sector clients, as well as Commercial business clients.

We are excited for the opportunity to provide support, solutions and strategic thinking to help you meet your business challenges and plan for your future.

SUMMARY OF PROPOSED SOLUTION

As your mission is to serve the diverse and dynamic needs of individuals and industries in the Florida Keys, First Horizon's goal is to provide you with the right tools so you can focus on your mission and not time consuming day to day banking activities. Our use of cutting edge technology and client focus will streamline and simplify your banking. In following the proposal we will outline the products and services we recommend to the College that will give you an edge. Some services are basic and tried and true. Others will elevate your use of technology. But at the core of our proposal is providing the College with great customer service and insight to help you meet your mission. Our solution includes the following services:

Treasury Connect – Online Banking Services

Treasury Connect is First Horizon's comprehensive state of the art information reporting and payment initiation platform. Treasury Connect has a modern design allowing intuitive navigation and a light level of customization. The system allows for single sign to the different modules for ease of use. Security settings and authentication requirements allow for tight control of user entitlements. Treasury Connect is the



“window” to all banking services: information reporting, wire initiation, ACH initiation, Positive Pay decisioning and Remote Deposit processing. Treasury Connect allows you to download all data at your convenience to simplify reconciliation.

Branch Depository Services

Utilize the branch nearest to your locations to deposit cash, checks and obtain change. Our branches are staffed with experienced and knowledgeable staff to support your day to day banking needs.

ACH Processing

ACH will allow you to easily pay your employees and vendors electronically either via direct transmission to the Bank or via our state of the art online banking system Treasury Connect. We offer an intuitive system to make sending and tracking payments simple. Transaction initiation is secure with our use of token security codes and recommended dual control. Because of the large volume of ACH transactions originated through First Horizon, we offer flexible processing windows and deadlines throughout the day. The addition of Same Day ACH processing further enhances our product offering

Positive Pay

Protect against check fraud with Positive Pay. Our service allows you to submit check issue information via direct transmission, file upload to Treasury Connect or even manual input for one off checks. Our simple to use system reports exception items early in the day. You can view images of exceptions before inputting your pay or return decisions online.

Wire Transfers

Easily send funds for payment or investment via our secure online system, Treasury Connect. We offer the ability to send domestic wires and international wires. International wires can also be sent in many foreign currencies. Our system uses a simple beneficiary and wire template structure to allow you to send wires with just a few clicks. But security is always top of mind. The College can choose to place per wire limits and daily wire limits on transactions. And as with any transfer system, dual control is highly recommended and security token codes are required to initiate transfers

Purchasing Card (Enhanced Product Offering)

Further streamline and electronify by using First Horizon Purchasing Cards. The use of Purchasing Cards optimizes cash flow by extending your days to pay by up to 55 days. With the elimination of paper payments efficiencies and control are realized. Payments visibility is improved with real time monitoring and robust reporting. First Horizon will help the College maximize spend by periodic vendor analysis and vendor enrollment campaigns. When spend is maximized so is the rebate the College can earn – turning your accounts payable department into a revenue producing group.

Clear Path Fast Payments (Enhanced Product Offering)

Clear Path is an innovative money movement offering for clients to disburse and receive funds any time, any day. Clear Path would provide the College with an efficient way to pay student refunds electronically eliminating the large number of checks that must be tracked and reconciled. Clear Path allows clients to send funds immediately to any U.S. deposit account. The service has robust reporting of all transactions allowing for easy reconciliation. Clear Path revolutionizing the payments landscape.



With an expansive array of products and services the College can:

- Improve cash flow and develop an effective cash forecasting system.
- Receive accurate and timely information on receivables and disbursements.
- Improve audit controls and reduce the internal costs of your accounting and treasury functions.

TECHNOLOGY COMMITMENT

As technology has evolved, so has First Horizon, keeping pace with the changes necessary to remain an industry leader. First Horizon has earned inclusion on the InformationWeek500 list of the nation’s most innovative users of business technology for over a decade. We have been on the forefront of technological advances in the financial industry – pioneering the Visa payroll card and Remote Deposit Capture and now we have launched our Clear Path Fast Payments system which revolutionizes payment processing with 24/7/365 access. We are also working to build out API interfaces to allow commercial clients to connect directly to the Bank without having to leverage the online portal.

We are also working to build out API interfaces to allow commercial clients to connect directly to the Bank without having to leverage the online portal.



BANK BACKGROUND & FINANCIAL STRENGTH

Summary of Ownership and Management

First Horizon is the primary subsidiary of First Horizon Corporation, a community-focused regional Bank headquartered in Memphis, Tennessee. First Horizon was chartered in 1864, celebrating more than 158 years of doing business and holds the 14th oldest active national Bank charter. Today, the holding company of First Horizon Corporation, NYSE:FHN, is now one of the top 50 largest banking companies in the U.S. in terms of asset size.

First Horizon has a rich history of financial service and community investment dating back to 1864. We have provided the following link, you may access at any time, to review First Horizon's latest Annual Report, S.E.C. Report, and other financial information electronically by holding the Ctrl key and left-clicking on the following link: <https://ir.fhnc.com/financialdocs>.

We offer deposit products, loans, investments, insurance, financial planning, trusts, asset management and treasury management services. We have financial center (branch) hours to include evenings and Saturdays, in select locations, in order to provide added convenience for our clients. However, First Horizon is more than just a myriad of products. We also stand firm on a promise to back each of the products and services we offer with helpful and friendly people committed to providing you with smart and relevant financial advice.

As of October 26, 2019 First Tennessee Bank National Association changed its name to First Horizon Bank. Having operated as both First Tennessee Bank and Capital Bank since 2017, this change allowed the Bank to operate under the unified First Horizon name, marking a new era in our rich history. Concurrently, First Tennessee filed an application to convert from a national bank into a Tennessee state-chartered bank to better align with the bank's strategic priorities, streamline oversight processes, and provide better client service under the Bank's new First Horizon brand.

On July 20, 2020, First Horizon announced the completed acquisition of 30 branches from SunTrust now Truist. The transaction added \$440 million in loans and \$2.3 billion in deposits, further enhancing the Bank's presence in key growth markets such as Durham, Chapel Hill and Winston-Salem, North Carolina, and extending its banking footprint into additional attractive markets in Virginia and Georgia.

On July 1, 2021, First Horizon National Corp. and IBERIABANK Corporation completed an all-stock merger of equals. As of March 31, 2020 the combined company had \$79 billion in assets, \$60 billion in deposits and \$58 billion in loans, headquartered in Memphis, Tennessee and operates under the First Horizon name. Clients will continue to be served through their respective First Horizon or IBERIABANK branches, websites, mobile apps, financial advisors and relationship managers until systems are integrated. IBERIABANK will adopt the First Horizon name following operating systems conversion expected to occur in February of 2022.

On February 28, 2022, First Horizon entered into a definitive agreement to be acquired by TD Bank Group. The transaction is expected to close in the first quarter of TD's 2023 fiscal year subject to satisfaction of customary closing conditions. Until the close of the transaction, First Horizon will continue to be a separate, independent company.



EVIDENCE OF ABILITY TO PROVIDE REQUIRED SERVICES

B1. Certificate of Qualification by the Department of Financial Services.

Please see Exhibit 42.

B2. Disputes Disclosure Form (exhibit 43).

Please see Exhibit 43.

B3. Verification that the respondent is a member of or has direct access to the Federal Reserve System.

First Horizon Bank is an online Fedwire member and a SWIFT member in good standing. Our International SWIFT Code is FTBMUS44. The table below provides documentation from the Federal Reserve's website providing proof of our Fedwire eligibility.

FEDERAL RESERVE E-PAYMENTS ROUTING DIRECTORY	
Fedwire Participant Details	
Name, Location, and Routing Information	
Bank Name	First Horizon Bank
Location	Memphis, Tennessee
Routing Number	0840-0002-6
Telegraphic Name	FIRST TENN
Fedwire Eligibility	
Book-Entry	Eligible
Funds	Eligible
Source: www.frbservices.org	

B4. A summary of the respondent's financial resources, including audited financial statements and annual reports for the last two years. Statements and reports should be from the corporate entity making the proposal rather than its parent corporation.

The following link directs you to our latest audited financial statement and Annual Reports, as well as other financial information. Hold the Ctrl key and left mouse click <https://ir.fhnc.com/financialdocs>.

B5. The respondent should disclose in its proposal any conditions or foreseeable circumstances (i.e., mergers, acquisitions, etc.) that would have an adverse effect on its ability to honor all terms of the contract or service it can provide.

On February 28, 2022, First Horizon entered into a definitive agreement to be acquired by TD Bank Group. The transaction is expected to close in the first quarter of TD's 2023 fiscal year subject to satisfaction of customary closing conditions. Until the close of the transaction, First Horizon will continue to be a separate, independent company. We do not foresee this will have any adverse effect on the Bank's ability to honor terms of the contract or service it can provide.,



B6. Service Locations that collect cash: (1) 5901 College Road, Key West, Florida 33040 and (2) 106040 Overseas Highway, Key Largo, FL 33037.

B6a. List of the bank's branch offices which meets the proximity requirements to each of The College's three locations, along with the address of each related branch location and verification of the distance to the college campus/center it will service.

Key Largo

99451 Overseas Hwy.

Key Largo, FL 33037

(305) 451-0211

Operating Hours: Mon-Thu 9:00 am-4:00 pm, Friday 9:00 am - 6:00 pm

(6.6 miles from the College of the Florida Keys Key Large location)

Tavernier

91980 Overseas Hwy

Tavernier, FL 33070

(305) 852-9500

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm

Islamorada

80900 Overseas Hwy

Islamorada, FL 33036

(305) 664-4483

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm

Marathon

5601 Overseas Hwy

Marathon, FL 33050

(305) 743-7845

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm

Marathon Old Town

2348 Overseas Hwy

Marathon, FL 33050

(305) 289-7000

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 5:00 pm

Big Pine Key

30480 Overseas Hwy

Big Pine Key, FL 33043

(305) 872-0295

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm



Key West – North Roosevelt

3618 N. Roosevelt Blvd

Key West, FL 33040

(305) 292-0230

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm

(2 miles from the College of the Florida Keys Key West location)

Key West – Old Town

330 Whitehead St., PO BOX 6330

Key West, FL 33041

(305) 294-6330

Operating Hours: Mon-Thu 9:00 am – 4:00 pm, Friday 9:00 am – 6:00 pm

(5.6 miles from the College of the Florida Keys Key West location)

B6b. Name, title, location, and phone number of the Bank Officer proposed to be The College's primary contact to be known as the Banking Contract Manager. The College would prefer one contact person as the primary contact for all banking service questions and issues.

The Banking Contract Manager responsible for the College of the Florida Keys' banking relationship will be Michele White, Senior Vice President/Commercial Relationship Manager. Cindy Church is an experienced Client Specialist that supports Michele's clients with day-to-day banking needs.

Michele White

Sr. Commercial Relationship Manager/SVP

Michele.white@firsthorizon.com

305-809-3309 Office

330 Whitehead Street

Key West, FL 33040

Cindy Church

Client Specialist

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305-809-3311

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Please provide name of the individual point person for responsible for the account, as well as each individuals providing service on a day to day basis. Please include title, email address, phone numbers, qualifications as well as experience handling like accounts. Also include the address of the location (branch) they work out of. The point person for the account should be available during proposer oral presentations (if scheduled by the bid committee) and/or negotiations (if scheduled by the committee).

Michele works closely with Lisa C. Miller, Certified Treasury Professional, who also partners with Nicole Pinero, a Treasury Management Sales Analyst to support the College's day-to-day treasury needs.

Lisa Miller, Vice President

Treasury Management Services Officer

121 Alhambra Plaza #1601

Coral Gables, FL 33134

786-401-1934

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Nicole Pinero, Bank Officer

Treasury Management Sales Analyst

Southeast Florida Treasury Management

305-820-5283

Nicole.Pinero@firsthorizon.com

C. A listing (references) of other active primary public accounts serviced by the bank, indicating contact person(s) at the organization (exhibit 40, References).

Please see Exhibit 40.



D. The respondent's proposed contract with the College for banking services and all other resolution forms and agreement forms required by the bank for the performance of the banking services. The College prefers to have one contract, when appropriate, for all services selected under this proposal.

Your Relationship Manager and Treasury Management Sales Team work with you to execute the appropriate Bank forms and establish all bank accounts as needed including the Bank's Treasury Management Master Agreement, which details the Bank's responsibilities and must be executed and your requirements are documented in a Business Requirements Document. However, we will lead the College through every phase of the implementation.

E. The College is interested in receiving proposals for additional services not required herein but which the respondent believes would be advantageous to the College (e.g., free checking for the College's students and employees, etc.). Although the College will not consider such additional services in its decision to award this contract, it reserves the right to include these services in its contract with the selected bank, as well as any new options and services, which may become available during the term of the contract.

We are pleased to offer the College services to augment the required services within the scope of this RFP, including ClearPath Payments, a Purchasing Card Program, and FirstView Checking, a free account for students and staff with no minimum balance required. We have briefly described each below.

- **ClearPath Fast PaymentsSM**: First Horizon Bank is keeping pace with the changes necessary to remain an industry leader. One of our recent innovations was to include the launch of our ClearPath Fast PaymentsSM product offering. ClearPath Fast Payments (CFP) allows you to make immediate payments to both business and consumer accounts 24/7/365, without a need to worry about NACHA rules, wire cut-off timeframes, weekends or holidays. Payments can be made anytime, anywhere, to anyone with a debit card in about fifteen (15) seconds.
- **Purchasing Card**: First Horizon provides Purchasing Card programs ranging in complexity from traditional Travel & Entertainment usage to Payables Automation. Purchasing cards streamline and electrify payments. The use of Purchasing Cards optimizes cash flow by extending your days to pay by up to 55 days. With the elimination of paper payments, efficiencies and control are realized. Visibility is improved with real time monitoring and robust reporting. First Horizon will help the College maximize spend by providing periodic vendor analyses and vendor enrollment campaigns. When spend is maximized so is the rebate the College can earn – turning your accounts payable department into a revenue producing group.
- **FirstView Checking**: The Bank offers a free checking account to the College's students and staff. FirstView Checking will help students and staff simply and save with the following features:

SIMPLIFY

- Free digital and mobile banking
- Free standard Debit Card
- No ATM fees when they stay in network at more than 600 ATMs across the Southeastern United States

SAVE

- One complimentary traditional savings account
- \$0 monthly service charge with paperless statement enrollment
- \$50 low minimum opening deposit



1. BASIC BANKING SERVICES

The respondent selected by the College as its depository shall comply with Florida Statutory Law as it relates to public depositories, specifically Chapter 136, and any amendments hereto. The Depository shall comply with Section 1010.11, Florida Statutes, as well as State Board of Education Rules 6A-14.0751, 6A-14.0752 and 6A14.0765.

The banking services requirements as detailed in this section shall be performed for the College on a contractual basis. The College would prefer to contract with one provider for all the required banking services, however, in that certain services are provided independently of financial institutions, the College reserves the right to consider proposals for specific services requested herein separate from a complete proposal. To compensate for services provided, the College will make direct payments of fixed fees per actual transactions processed. Alternatively, the College will consider maintaining a compensating balance on deposit based fixed fees (said compensating balance to be revised periodically as mutually agreed by the College and the bank to adjust for the volume of transactions for the future year) and a specified earnings credit rate.

The respondent cannot make assignment of services without the College's prior written consent. The College shall reserve the right to eliminate individual services if the charges associated with the services are considered by the College to be excessive.

Following the decision to award this contract and upon agreement with selected respondent in final negotiations for the contract hereunder, the College reserves the right to negotiate to alter any of the terms or conditions for banking services which, in its opinion, are advantageous to the College. Furthermore, during the term of the contract, the College reserves the right to alter current terms or add any additional banking services which may become available and which, in its opinion, are advantageous to the College.

In the event the respondent to which the award is made does not execute a contract within thirty (30) days after award, the College may give notice to such respondent of its intent to make the award to the next most qualified respondent or to call for new proposals and may proceed to act accordingly.

First Horizon acknowledges and agrees to the above requirements for Basic Banking Services.

The following are requirements for basic banking services.

- A. The College intends and prefers to maintain for its operations the minimum number of accounts appropriate for its activity. The proposing bank should include in its proposal an explanation of its recommended account structure and a brief discussion of the cost/benefit rationale for its recommendation. The College also requests the capability to define its own structure and number of accounts.

First Horizon agrees to open and provide the necessary accounts with complementary services required for the College's operational business and processes.

- B. The cut-off time for delivery of deposits to the designated branch bank office for same day credit on deposits shall be 4:00 p.m. The proposing bank should include in its proposal a discussion of its cash



management operation and the applicable timeliness for processing deposits and crediting said deposits to the College's account.

Deposits made at First Horizon Financial Centers for same day ledger credit must be made prior to that location's close of business.. Note: Deposits accepted after the ledger cutoff time via ATM or night drop will be posted the next business day.

- C. The College requires access to a designated bank branch office within ten (10) miles of each of its locations. A list of locations can be found section two (2) of this request. Alternatively, the bank must agree to provide daily weekday deposit pickup and/or delivery service from any College location outside of the ten (10) mile requirement.**

Please see our response to B6a above, which list the First Horizon branches serving the Florida Keys and their proximity to the College's locations. The Bank is unable provide deposit pickup and/or delivery service to the College.

- D. Honor requests for stop payment of checks from authorized College Business Office personnel.**

Stop payment requests can be initiated through TreasuryConnect or the College's authorized staff can call the Business Service Center to initiate a stop payment. Stop payments can be placed for 6, 12, 18 or 24 month intervals. Stops can be specific or include a range of items.

- E. Automatically re-deposit all NSF checks a second time before returning to the College.**

When an item is returned, the item can be redeposited as long as it is not a final return such as account closed. A return item can only be redeposited once before it is charged back to the account.

- F. Provide statements of the College's account with cut-off at the close of the last working day of the month and have them delivered to the College Business Office within two (2) working days after the last day of the month. With the bank statement, a data file should be included on electronic media that contains all cleared items with appropriate information (i.e., check number, date, and amount). The respondent shall provide online access to check images, account balances, and statements on a timely basis (to be specified in the response) between statement cycles.**

First Horizon TreasuryConnect provides Internet Bank Statements for all DDAs the next business day after cut-off. Statement cut-off will always be the last day of the calendar month unless otherwise specified. Special cycle dates are available upon request. The Bank Statement content includes the Beginning and Ending balances for the month along with detailed Deposit, Credit, and Withdrawal information. Included in the detailed information are the date, amount, and description. In addition, a Daily Balance is included providing end of day balances by business day.

- G. Provide all other routine banking services including but not limited to endorsement stamps, locking bags, coin wrappers, currency straps, and night deposit service available at main branch and each site. The cost, if any, for deposit services should be listed as additional items on exhibit 37, Basic Bank Service Fees.**

First Horizon will provide depository supplies as described above in G. Plastic tamper-evident bags will be provided in lieu of locking bags. For costs, please see Exhibit 37.



H. Supply the College with three-part deposit slips to the Colleges' specifications as to design, color, paper stock, and MICR encoding.

The Bank will work with the College to provide depository check stock and deposit tickets according to your specifications. For costs, see Exhibit 37.

I. Accommodate pre-authorized wires out upon request of authorized College personnel and guarantee arrival in the same day for requests made before 4:00 p.m.

The College can create and approve wire transfers 24 hours a day 7 days a week via TreasuryConnect, which supports repetitive, semi-repetitive, and non-repetitive wires. Specific users, authority limits, and accounts for settlement are predefined during setup. For wires initiated online, approval levels are set based on the amount of the wire and by user. For example, approvals may not be required on wires under a certain threshold and may be required above that threshold for the same user. The end of day cutoff times for same day settlement Monday – Friday is 6:00 pm ET for domestic wires and 4:00 pm for Tax payments. Outgoing wire transfers initiated outside of the above scheduled times are systematically “future dated” for the following business day.

J. Provide daily transfer notice(s) for funds transferred or wired to and from the State of Florida agencies (monthly appropriations, State Board of Administration, etc.) and other accounts.

We can provide several methods of confirmations including data files and email to meet the College’s needs.

K. Provide ACH services for both debit and credit transactions. The College requires the ability to generate ACH transactions for employee payroll and reimbursements, vendor payments and student refunds. The proposal should include the methods of transmission, cut-off times, lead-time required for new locations for direct deposits, including time for pre-notifications, pre-funding requirements with time requirements, and any security features related to processing direct deposits.

First Horizon Bank originates millions of ACH debit and credit transactions yearly. The College can originate ACH transactions online through TreasuryConnect and/or Data Transmission. All ACH standard entry codes (payment types) are available including, but not limited to Direct Deposit for Payroll, Accounts Payable, Vendor Payments, Student Refunds, and Reimbursement.

The Bank operates six daily collection/distribution windows Monday – Friday starting at 6:30 am ET. Window times vary according to staffing and production issues, but are tentatively scheduled for 6:30 am, 9:30 am, 1:45 pm, 4:15 pm and 7:00 pm and an end of day window is scheduled for 9:30 pm ET, normally used to accommodate files that suspend due to edits or processing exceptions. The College should provide the Bank data in encrypted NACHA format. The Bank will receive, decrypt and transmit for processing. Files need to be received (transmission completed) approximately one half hour prior to each processing window to be scheduled and processed in the next available window.

Files received on Saturday are held until our Sunday window. Standard processing includes a Sunday 3:00 pm ET processing window. Files need to be received at least one half hour earlier. Files transmitted to the Federal Reserve on Sunday are treated as Friday files which means funds are available at opening of



business with a Monday effective date. The Bank observes the same holiday schedule as the Federal Reserve. At the discretion of the client, files received with an effective date which fall on a holiday can be pushed to the business day after the holiday or to the day prior to the holiday.

TreasuryConnect provides strong multi-factor authentication at login for ACH service utilizing RSA SecurID security tokens, user ID and passwords. Additionally, the Bank requires dual approval for ACH transactions, creating/modifying entitlements, limits, and ACH participants.

A Verification Method is required when initiating ACH batches or adding/modifying users. TreasuryConnect will prompt the College to setup a Verification Method notification of either phone or text default upon logging into the system. For ACH and Tax batches, Verification Method is required only when new entries are added or when modifying existing entries that change the ABA or account number.

In accordance with NACHA rules, First Horizon Bank recommends that direct deposit transactions for consumers be delivered to First Horizon Bank two business days prior to their effective date in order for timely posting at the receiving financial institutions. First Horizon Bank recommends but does not require the use of pre-notifications prior to the first live transaction and the prompt corrective action regarding notification of changes (NOCs).

- L. Notify the College Business Office immediately if any discrepancy is found with deposits. The College shall have the option to set a minimum threshold for this notification.**

Deposit discrepancy can be reported to the College through mail advice, email notification with images attached, or data transmission. Notifications are usually distributed at the close of each business day. We will work with the College during implementation to set specific instructions.

- M. Provide the College check cashing to non-account holders without a fee assessed. Students, faculty, and staff who are non-account holders shall be able to cash a College check and receive in return the gross amount of the check without fees or surcharges for not being an account holder.**

We are pleased to offer students, faculty, and staff at the College of the Florida Keys our "FirstView" free checking account with no minimum balance requirements, which will circumvent the standard non-account holder check cashing fee. FirstView Checking will help students and staff:

SIMPLIFY

- Free digital and mobile banking
- Free standard Debit Card
- No ATM fees when they stay in network at more than 600 ATMs across the Southeastern United States

SAVE

- One complimentary traditional savings account
- \$0 monthly service charge with paperless statement enrollment
- \$50 low minimum opening deposit

- N. Provide a fraud prevention tool such as "Positive Pay" or "Controlled Disbursement" preventing the clearing of checks that have been fraudulently altered and/or do not agree to the College's check register data file. The bank shall perform a daily reconciliation with any exceptions being reported to the College. An online system shall give the ability to return or pay exception items.**



Our fraud prevention services are multi-faceted. Positive pay through TreasuryConnect helps combat check fraud and forgery by matching checks presented for payment against an approved list of checks issued by the College. Those without an exact match will be flagged as suspect and reported to you for a pay/no pay decision. You may also validate the name of the payee on the check to the name provided in the check issue file as an additional safeguard. Check Positive Pay, Payee Name verification, and 'Real-Time-Teller' verification services are available.

In addition, our ACH Positive Pay service can help control electronic fraud by blocking all ACH debits to your account, or only allowing existing authorizations you set up. Items matching the criteria you establish will be released for payment. Any exception, or ACH debit without a prior authorization on file, will be available for your online review and decision.

O. If the bank offsets bank charges with an earnings credit allowance, state how the monthly earnings credit rate is calculated. Illustrate by example of how the bank would determine the amount of the College's account balance that would apply to the credit rate.

Yes, First Horizon provides an Earnings Credit Allowance based on the compensating balances in your non-interest bearing analyzed accounts that can be applied to offset bank service fees. The following formula is used for calculating Earning Credit: $((\text{Balance} \times \text{Rate}) / 365) \times \text{Days}$

Example:

Balance = Average Collected Balance 1,000,000.00

Rate = Earnings Credit Rate 0.25%

Days = Number of Days in the Month 31 days in January

$$((1,000,000 \times .0025) / 365) \times 31 = 212.04$$

Please see Exhibit 37 – Basic Bank Service Fees - for the balances required to offset fees for services presented in this RFP response.

P. Describe the bank's process of handling a fraudulent claim against the College's accounts.

First Horizon's Fraud Department has well-trained employees to assist in fraud investigation and work with you to process and in writing upon resolution of any disputes.

Q. The bank shall provide deposit reconciliation services to assist the College in effectively managing daily deposits.

Partial Recon/Deposit Listing – This service will provide the College with a report listing all deposits made from multiple deposit locations to one account. This lists all deposits by location with a sub-total for each. This requires the College encodes their deposit tickets with a location number (maximum 6 digits) in the serial number field. A deposit file can be distributed electronically for integration with one of the College's back office applications. Files can be generated daily, weekly, or on the College's statement cycle.

R. The bank shall also state if it has "Remote Deposit Capture" capabilities and what fees would be assessed if available.



Yes, access to our Web browser-based Remote Deposit Capture service will provide the College's different locations access to scan and electronically transmit your deposits from anywhere, anytime. With a personal computer, a small scanner and a high-speed internet connection. The platform is accessed using Single Sign-on (SSO) via the TreasuryConnect. All associated fees are provided in Exhibit 37, Basic Bank Service Fees.

S. The bank shall provide telephone authorization provisions for select authorized personnel for processing payroll files, ACH, and wire payments in the event of limited access as a result of a disaster preparedness and recovery.

The Bank will have all critical systems up and running in our alternate data center within 4 hours of a disaster. The bank will also work with its customers to establish alternate ways to receive files from its customers for time sensitive transaction processing. This includes but not limited to receiving files through CDs, extranet transmission, dedicated temporary data lines OR if needed physically receiving files on any appropriate media like tapes or DVDs.

To reiterate, all DR plans have been validated through testing to return services to normal within 4 hours or less. Even in the event of a catastrophic failure, we will be fully functional in our backup site. Therefore, returning all systems and services to normal within this window should provide <<ClientName>> with the best assistance possible.

T. Provide annual report of banking activity based on transactional type to include, but not limited to, the total number of transactions, total dollar value and average amount of transactions. The annual report shall also include a trend summary by month.

The Bank will provide monthly analysis statements to the College that details all balances and activity. During annual reviews conducted by the Bank we can provide annualized balances and activity and also trend reports.



2.MERCHANT SERVICES

The College accepts Visa, MasterCard, American Express, and Discover credit and debit cards at its two Business Office cashier locations, Campus Café, Aquatic Center, and online transactions (optional). The College will need up to five (5) separate merchant numbers, one for each location and one for internet payments (to be determined). The respondent shall provide merchant services as follows:

- A. Charges for credit card and debit card services are to be assessed as quoted in the response by either of the alternative methods described herein. Include exhibit 39, Merchant Service Fees, in response.
- B. All-inclusive credit card swipe, chip, and touchless terminals for credit and debit cards will be provided for use at the College by the Bank. Equipment must be able to perform on-line authorizations and electronic transmittal of deposits to the College's primary account. The point-of-sale equipment pricing should be presented in the proposal with purchase and lease options.
- C. Credit card tickets and other required supplies should be provided by the bank.
- D. Options for smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include any fees assessed.
- E. Optional support for the College's current web authorized e-commerce software must be provided. More information for this product can be found at <https://www.touchnet.com/en>. The College reserves the right to maintain existing merchant contract for w-commerce services.

First Horizon Bank respectfully declines to bid on Merchant Services at this time.



3.CASH MANAGEMENT SYSTEM

The College requires the use of an automated cash management system to permit authorized College personnel to have secure, direct, and on-line computer access to account status information and account activities such as stop payments, balance inquiries, paid check status inquiries and controlled disbursement authorizations.

- A. The Cash Management System must include necessary software applications to enable the College to establish a data link with the bank's provider network. A secure, internet-based solution is preferred providing the ability to facilitate transfers remotely.**

TreasuryConnect, our state-of-the-art digital platform, delivers an enhanced client experience, focused on delivery of the full Treasury Management suite of products and services. The College will have the following benefits with TreasuryConnect.

- A modern design, allowing intuitive navigation and a high level of customization
- A notification/alert tool to keep users informed of important actions
- A single payment and transfer module for originating account transfers, ACH and Wire Transfers
- Security settings which allow administrators to tightly control individual user entitlements
- Single sign-on access to accounts and Treasury Management services, eliminating the need for multiple usernames and passwords
- Enhanced security measures, including the use of tokens to authenticate users and safeguard accounts and information

Highlights

- Manage checking, savings, and business loan accounts
- Set up email alerts
- Transfers between First Horizon accounts (includes loan payments made from checking accounts)
- View paid checks and deposit images
- Create and save transaction reports and list views
- Receive electronic versions of checking, savings, account analysis and business loan statements
- Initiate Stop Payments
- Export data with QuickBooks, Quicken, and .CSV options
- Export data with BAI and SWIFT options
- Create additional users and assign entitlements to specific accounts and functionality
- Use optional services (requires entitlement to each service)
- Originate electronic payments to vendors, consumers, employees, and tax authorities via ACH, Wire Transfer, and Business Bill Pay channels
- Originate ACH Debits
- Import ACH and Wire bulk payment instructions
- Originate International Wire Transfers with an option to perform foreign currency transactions
- Mitigate fraud through Check Positive Pay (with or without Payee Name Verification), Reverse Positive Pay (no need to send check register to the bank) and/or ACH Positive Pay
- Scan check deposits with Remote Deposit Capture
- Access the mobile experience using a smartphone or tablet



Mobile banking through First Horizon Connect

With First Horizon Connect, the College's authorized users can:

- View checking, savings, and business loan accounts
- Originate/approve payments via ACH and Wire Transfer
- Deposit checks with mobile Remote Deposit Capture (requires entitlement to the service)
- Access Client Administration

B. The Cash Management System shall have the capability of sending and receiving data transmissions. Data transmissions received would be in the form of summary bank account information, in addition to activity detail. Outgoing transmissions would be in the form of fund movement instructions.

First Horizon supports both sending and receiving client files through the following transmission methods:

- We recommend **TreasuryConnect** which provides month-to-date transaction information as well as 16 months of history through an Internet Browser with 128-bit encryption. The College can access files and download a comma separated file.
- Online File Transfer (**HTTPS**) is a communication vehicle that is accessed by using an Internet Browser with 128-bit encryption. Files are received via the browser using HTTPS (secured Hyper-Text Transfer Protocol).
- FTPS (**Secure FTP SSL**) is used to transfer files securely over the Internet. Secure FTP requires the client to have an ISP (Internet Service Provider) and a software package using Secure FTP (File Transmission Protocol). Secure FTP uses 128-bit encryption to keep confidential data secure.
- FTP is used to allow transfer of files securely over the Internet. FTP (**File Transmission Protocol**) supports both sending and receiving files through the Internet. To secure the transmission, each file is encrypted using an encryption software package. GnuPG and PGP are strong cryptography technology techniques for encrypting data files to make them secure.
- SFTP (**SSH**) is used to transfer files securely over the Internet. SSH requires the client to have an ISP (Internet Service Provider) and a software package using SSH protocol. Secure FTP uses 128-bit encryption to keep confidential data secure, and user authentication is with a User ID and either a key pair or a password.

TreasuryConnect provides same day detail and intra-day summary and detail for daily account activity online. During implementation we will work with the College to arrange special transmission requests such as holidays and month-end or quarter-end. Additionally, to reiterate TreasuryConnect will allow the College to submit payments and transfers regardless of method including ACH, Wire, and Positive Pay check issue files and delivers the insight the College needs to make informed Treasury Management decisions on a daily basis. The College will have 24/7/365 access to the Bank's highly secure web server to prior day, current-day, and real-time banking information. It is the complete tool for managing all banking transactions quickly and conveniently.

C. The Cash Management System shall have the ability to interface with Microsoft Applications, as well as make available standard balance tracking, history reporting and fund transfers.

Yes, in TreasuryConnect data and reports can be exported in a variety of formats to include Comma Delimited, HTML, PDF, CSV, Excel, Plain Text, QIF, QFX, QBO or BAI.



TreasuryConnect provides standard reports as well as with the ability to create custom reports, which can be saved for ongoing access. Data contained in the various reports can be exported in a variety of formats and may be further modified by your users.

Additionally, the Bank is capable of communication with most any computer device, using a wide variety of common protocols such as HTTPS, FTP, FTPS, and SFTP. You can receive information about your previous day account balances and activity, controlled disbursement, lockbox, ACH, and deposit concentration services.

One of the features within TreasuryConnect Information Reporting is the capability to create and download reports based on the specific user's role or needs. The report may be saved and set up as recurring report with the additional convenience of setting up alerts and notifications.

D. Collected balance information and controlled disbursements/positive pay presented the previous day shall be available by 9:00 A.M. Eastern Time the following day.

TreasuryConnect provides both current day and previous day transaction details and summary reporting available by 7:00 am ET each business day. The TreasuryConnect online balance and transaction reporting will provide the College quick and easy access to the following:

- View real-time collected balances and transactions including intra-day items for all accounts
- View all previous and current day balances and transactions
- View ACH credit /debit detail
- Review intraday cash position

Controlled Disbursement online information reporting provides two daily notifications; 1st Presentment at 8:30 am and Final Presentment by 10:00 am ET of funds required to clear checks and other disbursement transactions drawn on the controlled disbursement account. This affords you with precise control over your bank balances. A listing of checks with a link to an image of the check is available through TreasuryConnect.

Positive Pay service notifies you via email of suspect items presented the previous day to be reviewed via TreasuryConnect by 10:00 am ET and the College's pay or return decisions must be made by 3:00 p.m. ET. The standard default for any items not decided by the 3:00 p.m. ET deadline is to return the item.

E. Should the cash management system be offline due to bank equipment/software failure or any other reason not under the control of the College, the bank must provide alternative means to provide all cash management services at no additional charge.

We monitor the TreasuryConnect using both internal tools and external services. The average availability as measured by a reputed external service exceeds 99%. We maintain extremely high availability for all our systems. The College may discuss downtime occurrences, downtime length, and root cause analysis upon request to your Relationship Manager, if desired.



F. Proposals should also include the following:

F1. System components and requirements. A detailed description of the system being proposed including, but not limited to the software requirements and the system support provided by the respondent.

First Horizon TreasuryConnect is accessed through the internet and no specific software is required for this communication. Supported Browsers: Internet Explorer, Firefox and Chrome. Other technical requirements for optimal functionality are outlined below.

- Operating System: Windows 7 Ultimate and Basic (32-bit and 64-bit versions) Windows 8 or 8.1 (64-bit) Windows 10 RAM (Memory);
- Minimum Requirement: 512MB RAM
- Processor: Intel Pentium 3 or compatible 2.4 GHz or higher processor
- Primary Hard Drive: 200MB available hard drive space
- Scanner Connections/Ports for RDC: One available USB 2.0 port
- Screen Resolution: 1024 x768 or higher

F2. Any limitations foreseen as related to the short-term account implementation as well as long-term account implementation.

No foreseen limitations related to short-term implementation or long-term account implementation.

F3. Examples of the standard reports.

Standard Reports (List Views)	Description
Deposit Account Summary	Current Ledger, Current Available and Adjusted Collected Balance by Deposit Account
Deposit Account Summary and Transaction Detail	Current Ledger, Current Available and Adjusted Collected Balance, plus Transaction Detail by Deposit Account
Current Day Cash	Single view showing Account Balances and Account Detail, plus a Current Day Summary of Transactions by Product (ACH, Wires, Checks, Lockbox, etc.)

Current Day Cash is a standard report that summarizes results across three dimensions: Balance Summary, Transaction Summary (by Transaction Type) and account detail. Within this report, users can click on the links to view supporting transactions as needed.

Entitled Services Other Reports Available	Description
Controlled Disbursements	Controlled Disbursement Totals and Detail
ACH Activity	ACH Totals and Transactions
Wire Activity	Wire Totals and Transactions
Lockbox Reporting	Lockbox Totals and Transactions



F4. Options regarding modification of these reports.

TreasuryConnect provides the ability to create custom reports that can be saved for ongoing access. Data contained in the various reports can be exported in a variety of formats and may be further modified by your users. Saved views enable users to create reports by account, date / date range, by transaction type (credits vs. debits or all) and the information displayed can be filtered based on user preferences.

F5. Security Features.

System Security

First Horizon's TreasuryConnect online banking application encompasses strong multi-factor authentication for both System Security and User Security. TreasuryConnect is compatible with 128-bit encrypted browsers. For added security, each time a user logs in to TreasuryConnect, one secure connection is opened to the Bank. This connection is protected using Extended Validated Secure Sockets Layer (EV SSL), which provides a green address bar with additional web site ownership data. The security protocol prevents eavesdropping, tampering, and message forgery over the Internet.

Additional protection is offered to online users in the form of firewall technology. Firewalls monitor all data traffic to and from the Bank ensuring that only known users are able to gain access.

TreasuryConnect provides strong multi-factor authentication for ACH/Wire origination and user administration utilizing RSA SecurID security tokens.

The Bank uses the same layered approach to protect the information within an application like TreasuryConnect. We focus on ensuring the right user has access to the sensitive information. When a change in the user's system usage pattern (for example, logging in from a different city or using a different computer), users are challenged with a security question.

The Bank is PCI certified for credit card information.

User Security Administration

The College may have multiple Administrators with different services within TreasuryConnect. The Administrators may easily and quickly grant various users the appropriate levels of access to your accounts. The College's Security Administrators set up individual wire users, accounts, and define users' access to create, release, setup wire templates, and limits relating to each.

Dual approval is required to originate transactions and to add/update any user entitlements through TreasuryConnect.

- **Two Users to Originate Wires:** one to submit transactions and one to approve those transactions. A user cannot submit and approve the same transaction.
- **Two Administrators for User Entitlements:** one to create and/or amend permissions for user entitlements and one to approve those entitlements. An Administrator cannot create/amend user entitlements and approve those entitlements.



Administrators have the ability to perform the following services:

- Add, modify, and delete users
- Assign user entitlements to services
- Assign user entitlements to accounts within applicable services
- Assign user entitlements to wire profiles
- Assign user dollar limits on wires
- Assign user approval and Group approval
- Execute System Activity and Permission Reports

F6. Initial costs of software including installation and training, if any. Include number of days required for training and the number of College employees covered by training.

Planning, scheduling, testing and training are crucial to a smooth successful implementation and provided at No Charge to the College. The College's assigned Relationship Team will be highly involved in the implementation. Following is an overview of the implementation process we will execute a smooth transition to First Horizon.

The Bank has a dedicated team of Treasury Management Client Implementation Specialists who oversee all new product implementations. This team delivers the best client experience possible to make the transition or new product set-up as smooth as possible for your team; allowing the College to maximize the benefits delivered to you by these services.

FORMS AND ACCOUNT OPENING

Your Relationship Manager and Treasury Management Sales Team works with you to execute the appropriate Bank forms and establish all bank accounts as needed.

IMPLEMENTATION OVERVIEW

You will be assigned a dedicated Treasury Management Client Implementation Specialist who will ensure the successful completion of your implementation. The planning, roles, tasks and timing of work will be discussed with you at a client kick-off meeting. Your project will include several key phases as follows:

Business Requirements - Your Client Implementation Specialist will lead the process by gathering required information and documenting each step to ensure the team has a clear understanding of what is needed. This information will be key in the configuration of our systems to meet your business needs and in the testing phase to ensure we meet and/or exceed your operational expectations.

Planning/Execution – Based on the business requirements the team will agree to the priorities, timelines and schedule. Throughout this process, your Client Implementation Specialist will guide you and provide recommendations based on our experience with the product(s). We will establish a detailed project plan that will serve as a guide throughout the project.

Testing – The testing phase will be the period of time when your Client Implementation Specialist and other bank experts will support and guide you as we exchange information in an attempt to simulate production.



During this period we will work together to ensure the system is configured as needed and any files involved in the delivery of your services meet system requirements.

Training – Training will be provided to your team at a mutually agreed upon schedule utilizing a combination of tools such as User Guides (soft and hard copies), facilitated demonstrations, videos and review of available reports. These materials will remain available to you post training as quick reference guides and for subsequent in-house training of additional staff.

GO LIVE

Your Client Implementation Specialist will be available during the initial use of your products to support and guide you and remain assigned to you to support changes as needed to your system.

F7. Completion of exhibit 38, Direct Deposit (ACH) Payrolls.

Please see Exhibit 38.



4.OVERNIGHT INVESTMENTS

It is the College's intent to have all monies on deposit earn interest. Submit the best options to accomplish this objective.

The College intends to have all monies on deposit treated and reported as funds on deposit. Respondents are to respond as to how College funds will be invested and how they will maintain compliance with safekeeping requirements. Investments shall comply with requirements of Florida Statute Chapter 218.415 and State Board of Education Administrative Rule 6A-14.0765.

The interest rate the bank will pay on monies on deposit shall be stated in relation to the daily effective federal funds rate (or monthly average) as reported in the prior day Wall Street Journal.

Proposals should also include the following:

A. Describe the investment vehicle proposed for overnight investment of College funds.

The investment vehicle will be a Public Funds NOW account. This account gives the College the flexibility to earn interest but also allows the College to use this consolidated account for all operating needs: disbursements, deposits etc. First Horizon offers the College a rate of Fed Funds less 40 basis points with a floor of 5 basis points. This structure allows the College to take advantage of rising rates and protects the College if rates fall.

B. Describe the method of collateralization of overnight investments. Verify proposed method is in accordance with appropriate Florida Statutes and/or rules.

The first \$250,000 in balances are covered by FDIC insurance. The collateral for funds over \$250,000 (in accordance with Florida Statutes) is principally securities issued by Government Sponsored Enterprises and may change from time to time.

C. List any charges related to the overnight investment.

There is only a minimal maintenance fee for a Public Funds Now Account.

The College reserves the right to invest any or all funds in excess of any required daily balances in any manner, which will be in the best interest of the College.



5.LINE OF CREDIT

The College is seeking a standby line of credit to facilitate and enhance operating liquidity management. The line of credit will be in the amount of \$5,000,000, which will be available for borrowing, re-paying, and re-borrowing in perpetuity. The line of credit will be unsecured. The line of credit will primarily be used to support the College's capital projects for which funding is derived primarily from state appropriations and federal grants. Additional funding sources include tuition and fees collected from students and donors. The College reserves the right to use funds for non-capital projects.

The proposal should include the following:

- A. Fee structure, including any commitment fee(s), the interest rate to be charged on any borrowings, and any other fees or costs associated with maintaining and drawing on the institution's line of credit facility.**

First Horizon Bank proposes a \$5,000,000 Revolving Line of Credit under the following terms:

- \$5,000,000 Revolving Line of Credit ("RLOC"), unsecured. Proposed interest rate of WSJ Prime + 1%, floating monthly. One-time origination fee of 25 basis points (\$12,500). There will be no annual fee or unused fee.
- Repayment terms will be monthly interest-only payments with RLOC maturity of two (2) years. Usage would be restricted to draws for capital projects where there is an identified grant or other allocated repayment source.

- B. Reporting requirements and covenants.**

- **Annual Budget.** The borrower shall annually prepare and adopt, prior to the beginning of each Fiscal year, an Annual Budget in accordance with applicable State law. The borrower shall provide to Bank no later than 60-days after published date.
- **Annual Audited Financial Statement.** The borrower shall provide the Bank annually an audited financial statement no later than 270-days from their fiscal year end.



6.AUTOMATED TELLER MACHINE (ATM) SERVICES

The College currently has one ATM located at the Student Center on the Key West Campus. The College is seeking the replacement of the ATM at the Key West campus and adding a second ATM at the Upper Keys Center.

The following requirements must be met:

- A. ATM location will remain as existing and should have similar footprint.
- B. Completely 100% turnkey installation (nothing required of College staff for unit to operate).
- C. No charge for machine, installation, service, maintenance, or supplies.
- D. Provide list of fees assessed to users.
- E. Wireless connection to processing networks.
- F. 24/7 toll-free customer service help (number listed on the ATM).
- G. Cash insured for all consumer losses.

The following are optional and will result in greater point assessment:

- H. Commission sharing options with volume requirements for each machine, or collectively.
- I. Smartphone connectivity for use of digital wallets i.e. Apple Pay and Samsung Pay. Include fee information assessed to users.

First Horizon Bank respectfully declines to bid on automated teller machine (ATM) Services at this time.



7. DEPOSIT COURIER SERVICES

The College is exploring services for a self-service digital kiosk(s) that would allow students and community members to pay for their tuition and other services. If implemented, the College will need banking courier services for the Upper Keys Center located in Key Largo. Services shall include one pick up day each week, including the last day of each month

First Horizon Bank respectfully declines to bid on Depository Courier Service at this time.



REQUIRED EXHIBITS

[Following are Placeholders to Insert Required Exhibits]
36, 37, 38, 39, 40 ,41, 42, 43, 44,& 45. Once Completed & Signed



36. SUBMISSION COVER PAGE

36. SUBMISSION COVER PAGE

Please type or print clearly in ink for reproduction purposes)

IDENTIFICATION			Type of Service Banking Financial Institution
Firm Name First Horizon Bank			
Purchasing Address The College Of the Florida Keys 5901 College Rd.	City Key West	State FL	ZIP (9-digit) 33040
Remit to Address 330 Whitehead Street	City Key West	State FL	ZIP (9-digit) 33040
Phone #305-809-3309	Fax #305-294-3947		web page address www.firsthorizon.com
Contact Person Michele White	Title Sr. Commercial Relationship/SVP		
Contact Person's Email Address	Michele.White@firsthorizon.com		
Address of Parent Firm First Horizon Corporation 165 Madison Avenue	City Memphis	State TN	ZIP (9-digit) 38103
Federal Employer Tax Identification EIN is 62-0201385	Social Security Number (SSN) N/ A		
Are you a 1099 recipient? No	If YES, under what name		
OWNERSHIP Please check all applicable boxes			
Firm is at least 51% owned, controlled, and actively managed by <input type="checkbox"/> Minority Person(s) <input type="checkbox"/> Woman/Women			
If minority owned, check applicable <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic <input type="checkbox"/> -American			
<input type="checkbox"/> Asian Pacific American (includes oriental) <input type="checkbox"/> Asian, Indian, American (includes India, Pakistan and Bangladesh)			
<input type="checkbox"/> Native American (includes American Indian, American Eskimo, American Aleut, and Native Hawaiian)			
Attach current MBE/WBE Certifications (The College of the Florida Keys requires certification of MBE's by the National Minority Supplier Development Council or an affiliate council, or a state or local government agency.)			
SIZE INFORMATION Please check appropriate box (check one only).			
<input type="checkbox"/> Foreign Owned Business <input type="checkbox"/> Minority Owned Business <input type="checkbox"/> Women Owned Business <input type="checkbox"/> Small Business Entity			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Profit Business <input type="checkbox"/> -Individual, Self-Employed <input type="checkbox"/> Partnership, Joint Venture			
<input checked="" type="checkbox"/> JL Corporation Estate/Tr			
Name (Print): Michele White			
Signature: _____			

Firms certify by their signature they have read and understand the conditions and specifications of this Statement of Qualifications and they have the authority, capacity, and capability to perform to the conditions and specifications of this Request for Qualifications.



37. BASIC BANK SERVICE FEES

FIRST HORIZON
COLLEGE OF THE FLORIDA KEYS BANKING SERVICES RFP RESPONSE

	<u>Annual Volume</u>	<u>Unit Cost</u>	<u>Total Cost</u>
GENERAL SERVICES			
ACCOUNT MAINTENANCE	12	\$10.00	\$120.00
DEPOSITS	768	\$0.00	\$0.00
CHECKS PAID	6600	\$0.00	\$0.00
ITEMS DEPOSITED	1200	\$0.00	\$0.00
DEPOSITED ITEMS CHARGED BACK		\$0.00	\$0.00
REDEPOSITED ITEMS		\$0.00	\$0.00
STOP PAYMENTS		\$20.00	\$0.00
DEPOSIT CORRECTIONS		\$0.00	\$0.00
CASH PROCESSING		\$0.00	\$0.00
NIGHT DEPOSIT BAGS PROCESSED		\$0.00	\$0.00
CURRENCY STRAPS PROVIDED		\$0.00	\$0.00
ACH SERVICES			
ACH MAINTENANCE	12	\$25.00	\$300.00
ACH ITEMS ORIGINATED	5400	\$0.00	\$0.00
ACH RETURNS/NOC'S		\$0.00	\$0.00
ACH REVERSALS		\$0.00	\$0.00
ACH DEPOSITS	2136	\$0.00	\$0.00
ACH ITEMS PAID	468	\$0.00	\$0.00
ON-LINE BANKING			
MONTHLY MAINTENANCE	12	\$50.00	\$600.00
PER ACCOUNT		\$0.00	\$0.00
PER ITEM STORED/DOWNLOADED		\$0.00	\$0.00
PER BOOK TRANSFER		\$0.00	\$0.00
PER OUTGOING REPETITIVE WIRE	24	\$15.00	\$360.00
PER OUTGOING NON-REPETITIVE WIRE	12	\$15.00	\$180.00
ACCOUNT RECONCILEMENT			
PARTIAL RECON MONTHLY MAINTENANCE		\$0.00	\$0.00
PARTIAL RECON PER ITEM		\$0.00	\$0.00
SERIAL SORT MONTHLY MAINTENANCE		\$0.00	\$0.00
SERIAL SORT PER ITEM		\$0.00	\$0.00
DEPOSIT RECON MAINTENANCE		\$0.00	\$0.00
DEPOSIT RECON PER ITEM		\$0.00	\$0.00
ACCOUNT RECON DATA TRANSMISSION	12	\$0.00	\$0.00
POSITIVE PAY			
POSITIVE PAY MAINTENANCE	12	\$15.00	\$180.00
POSITIVE PAY PER ITEM	6600	\$0.00	\$0.00
ZERO BALANCE ACCOUNT			
ZBA MONTHLY MAINTENANCE		\$0.00	\$0.00
ZBA PER SUB ACCOUNT		\$0.00	\$0.00
FDIC INSURANCE			
	5,584,544	\$0.00	\$0.00
WIRE TRANSFERS (MANUAL) OUTGOING			
REPETITIVE OUTGOING	0	\$15.00	\$0.00
NON-REPETITIVE OUTGOING	0	\$15.00	\$0.00

	<u>Annual Volume</u>	<u>Unit Cost</u>	<u>Total Cost</u>
ADDITIONAL SERVICE CHARGES			
Incoming Wire Transfers	12	\$10.00	\$120.00
Remote Deposit Capture per location		\$20.00	
Remote Deposit per item		\$0.00	
Total Estimated Annual Charges			\$1,860.00
(does not include cost of supplies)			
SUPPLIES*			
COIN/CURRENCY WRAPPERS		\$0.00	\$0.00
PRE-PRINTED DEPOSIT SLIPS	768	\$0.25	\$192.00
TAMPER RESISTANT DEPOSIT BAGS	768	\$0.70	\$537.60

*FIRST HORIZON RECOMMENDS CLIENTS EXPLORE PURCHASING DEPOSIT SUPPLIES FROM NON-BANK VENDERS. THE PRICES QUOTED ABOVE ARE ESTIMATES BASED ON INFORMATION PROVIDED BY THE COLLEGE

First Horizon offers the above pricing to the College of the Florida Keys
Per item fees to be charged are outgoing and incoming wire transfers, and stop payments.

Maintenance fees to be charged are for account maintenance, Online Banking, ACH, Wire Transfers, and Positive Pay

If a volume is not provided in the column "Annual Volume" we could not determine an estimate based on the information provided by the College.

We offer two options for the College to compensate the Bank for services

1. Invest all funds at Fed Funds less 40 basis points and pay fees. We estimate fees to be paid by the College to be approximately \$150 to \$200 per month.

2. Maintain a balance of \$650,000 in the operating account to earn earnings credits at a rate of 0.30%. The remaining balances will be swept daily to a Public Funds Now to earn interest at Fed Funds less 40 bps. This estimated balance is based on information provided by the College. Volumes and required balances may change each month.

A sample monthly analysis statement is provided on the following page



COLLEGE OF THE FLORIDA KEYS WITH ECR
5901 COLLEGE ROAD

Proposed Pricing *

WHITE, MICHELE
(305) 809-3309
Key Account: 123

KEY WEST, FL 33040

Earnings Credit Rate		Average Ledger Balance	\$650,000.00
Positive Collected Balance	0.30 %	Less Average Float	\$0.00
Negative Collected Balance	6.25 %	Average Collected Balance	\$650,000.00

Reconciliation	Balance Amount
Average Positive Collected Balance	\$650,000.00
Less Reserve Required @ 0%	\$0.00
Net Positive Collected Balance	\$650,000.00
Less Compensation Balances	\$0.00
Balance Available for Services	\$650,000.00
Average Negative Collected Balance	\$0.00

Bank Fees	Fee Amount
Earnings Credit Allowance	(\$160.27)
Less Fee For Negative Balance	\$0.00
Less Fees For Bank Services	155.00
Net Bank Fees	(\$5.27)

Service	Unit Price	Volume	Total Price	Balance Equivalent
ACCOUNT ANALYSIS				
010100 CHECKS/ITEMS PAID	\$0.00	550	\$0.00	\$0.00
250201 ELECTRONIC DEPOSIT	\$0.00	178	\$0.00	\$0.00
010101 DEPOSITS	\$0.00	64	\$0.00	\$0.00
250200 ELECTRONIC PAID ITEM	\$0.00	39	\$0.00	\$0.00
100010 BRANCH DEPOSITED COIN-CURRENCY	\$0.00	15	\$0.00	\$0.00
010000 DEMAND DEPOSIT ACCT MAINT	\$10.00	1	\$10.00	\$40,555.56
ACCOUNT RECONCILIATION				
150120 CHECK ISSUED ITEMS	\$0.00	550	\$0.00	\$0.00
150120 CHECKS PAID-POSITIVE PAY	\$0.00	550	\$0.00	\$0.00
150030 POS PAY MAINT-MONTHLY	\$15.00	1	\$15.00	\$60,833.33
151310 POS PAY NAME VERIFICATION	\$0.00	1	\$0.00	\$0.00
150322 POS PAY RETURNS	\$0.00	1	\$0.00	\$0.00
150310 POSITIVE PAY NO ISSUES	\$0.00	1	\$0.00	\$0.00
ACH				
250101 ACH ORIGINATED CREDIT	\$0.00	450	\$0.00	\$0.00
CHECK CLEARING				
100224 TRANSIT	\$0.00	100	\$0.00	\$0.00

*The Proposed Pricing is exclusively prepared for the client identified above. The Proposed Pricing does not represent a contract (see actual contracts(s) for rights and obligations). Unless mutually agreed by the parties in writing, Bank reserves the right to change its fees and service charges upon notice to the customer.

** Elements with a zero volume are provided for disclosure purposes only and do not impact the Net Bank Fees stated above in the Bank Fees Section.



COLLEGE OF THE FLORIDA KEYS WITH ECR
5901 COLLEGE ROAD

Proposed Pricing *

WHITE, MICHELE
(305) 809-3309
Key Account: 123

KEY WEST, FL 33040

Service	Unit Price	Volume	Total Price	Balance Equivalent
INFORMATION REPORTING				
251100 TREASCONNECT ACH MODULE	\$25.00	1	\$25.00	\$101,388.89
35012Z TREASCONNECT INTRA-BANK TFR	\$0.00	1	\$0.00	\$0.00
40005Z TREASCONNECT MAINT 1-5 ACCTS	\$25.00	1	\$25.00	\$101,388.89
350600 TREASCONNECT WIRE MODULE	\$25.00	1	\$25.00	\$101,388.89
WIRE TRANSFER				
350104 WIRE OUTGOING WEB FREEFORM	\$15.00	2	\$30.00	\$121,666.67
350300 WIRE INCOMING FED TRANSFER	\$10.00	1	\$10.00	\$40,555.56
350100 WIRE OUTGOING WEB TEMPLATE	\$15.00	1	\$15.00	\$60,833.33
INCIDENTAL SERVICE CHARGES				
150501 CHECK CASHING FEE **	\$8.00	0	\$0.00	\$0.00
150340 OVERDRAFT/NSF ITEMS **	\$39.00	0	\$0.00	\$0.00
010320 SPECIAL STATEMENT **	\$12.00	0	\$0.00	\$0.00
150420 STOP PAYMENT MANUAL **	\$37.00	0	\$0.00	\$0.00
150410 STOP PAYMENTS PRIME **	\$35.00	0	\$0.00	\$0.00
100402 RETURN ITEM PROCESS-RECLEAR **	\$13.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 12 MONTHS **	\$55.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 18 MONTHS **	\$80.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 24 MONTHS **	\$105.00	0	\$0.00	\$0.00
150410 BBOL STOP PAYMENT - 6 MONTHS **	\$31.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-12 MON **	\$55.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-18 MON **	\$80.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-24 MON **	\$105.00	0	\$0.00	\$0.00
150410 BUSCONNECT STOP PMNT-6 MON **	\$31.00	0	\$0.00	\$0.00
010801 TOKEN FEE **	\$50.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-12 MON **	\$55.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-18 MON **	\$80.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-24 MON **	\$105.00	0	\$0.00	\$0.00
150410 TREASCONNECT STOP PMNT-6 MON **	\$31.00	0	\$0.00	\$0.00
Total Balance Equivalent:				\$628,611.12



38. DIRECT DEPOSIT (ACH) PAYROLLS

38. DIRECT DEPOSIT OF ACH PAYROLLS

5Number of days and deadline time before payroll day that deposit information to be electronically provided to the bank from The College.

Number of Days **2 Business Days** Time of Day **6:15 p.m. ET**

Number of Days and deadline time on which actual funds are transferred to appropriate employee demand accounts at various banks.

Number of Days **Effective Date** Time of Day **Dependent upon the timing of the posting routine of the receiving bank.**

Number of Days and deadline time actual College funds are transferred and do not earn interest.

Number of Days **The College's account will be debited on the day the file is received regardless of effective date.** Time of Day **End of Day**



39. MERCHANT SERVICES FEES

39. Merchant Services Fees

Merchant Provider

Name _____
 Address _____
 URL _____

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First Horizon Bank respectfully declines to bid on Merchant Services at this time.

Merchant Services Fees:	Interchange Discount Fee %	Transaction Fee (each)	Transaction Fee (each)
Debit Qualified	_____	_____	_____
Credit Qualified	_____	_____	_____
American Express Qualified	_____	_____	_____
Discover Qualified	_____	_____	_____
Other Charges:			
Chargeback Fee	_____	_____	_____
Voice Authorization	_____	_____	_____
Monthly Report Fee	_____	_____	_____
Monthly Support Fee	_____	_____	_____
Monthly PCI Support Fee	_____	_____	_____
Annual PCI Support Fee	_____	_____	_____
Annual PCI Regulation Fee	_____	_____	_____
Early Termination Fee (Contract)	_____	_____	_____
Equipment Fees:			
Swipe Readers	_____	_____	_____
Installation Cost	_____	_____	_____
Other Costs (Specify):	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Other Terms:	_____	_____	_____
	_____	_____	_____



40. REFERENCES

William Peace University

15 East Peace Street
Raleigh, NC 27604
CFO – Rocky Yearwood
919-508-2035

Monroe County Clerk of the Courts

500 Whitehead Street
Key West, FL 33040
Finance Director – Pam Radloff
305-292-3560

City of Key Colony Beach

P.O. Box 5101141
Key Colony Beach, FL 33051
City Administrator – Dave Turner
305-849-0273

Florida Keys Aqueduct Authority

1100 Kennedy Drive
Key West, FL 33040
Finance Director, Cindy Kondziela
305-295-2234



41. DRUG FREE WORKPLACE

41. DRUG FREE WORKPLACE

The undersigned firm in accordance with Florida Statute 287.087 hereby certifies that [First Horizon Bank](#) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above



Respondent's Signature

Date: [April 15, 2022](#)



42. QUALIFICATIONS CERTIFICATION

42. QUALIFICATIONS CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This firm is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Addendum _____ **Dated** _____

Signature Jb-AA ck./4 L

Name(s) and Title(s) Michele White, Sr. commercial Relationship Manager/SVP

Legal Name of Firm First Horizon Bank

Mailing Address 3300 Whitehead Rd

City, State, Zip Key West, Florida 33040

Telephone 305-809-3309

Fax 305-294-3947

Date April 15, 2022

NOTE: Please return to the Florida Keys Educational, Inc. with your proposal.



43. DISPUTES DISCLOSURE FORM

43. DISPUTES DISCLOSURE FORM

Please answer the following questions **Yes or No**. If you answer yes to any of the questions please provide a full explanation below the question.

- 1. Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association with in the last five (5) years?

No

- 2. Has your firm or any member of your firm been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

0

If yes, indicate firm name, contact name and telephone number, length of se,vice provided, and reason for early cancellation/termination of contract.

- 1. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved?

No

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or

Firm Name **First Horizon Bank**

Date **April 15, 2022**

Authorized Signatur



Title **Sr. Commercial Relationship Manager/SVP**

44. PUBLIC ENTITY CRIMES

44. PUBLIC ENTITY CRIME

Any person submitting a Request for Proposal in response to this invitation must execute the enclosed for PUR 7068, SWORN STATEMENT UNDER PARAGRAPH 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with the said statement. However, if you have provided the completed form to the submittal address listed in this invitation and it was received on or after January 1, 2009, another completed form is not required for the remaining calendar year.

THIS FORM **MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC** OR OTHER OFFICIAL

AUTHORIZED TO ADMINISTER OATHS. This sworn statement is submitted to:

The College of the Florida Keys
(Print Name and Public Entity)

By: Michele White, SVP First Horizon Bank vJvu
(Print Name and Public Entity)

Whose business address is: First Horizon Bank, 3300 Whitehead Rd, Key West, Florida 33040

And {if applicable} its Federal Employer Identification No. {FEIN} is: 62-0201385

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime: or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (**indicate which statement applies**).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executive, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBUC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBUC ENTITY ONLY AND, THATTHIS FORM ISVALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED.

I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBUC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORYIWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me A f. r. o Z v day 1.1.11
Personally known L. LA. N 'k...- S v k
OR Produced identification _____ Notary Public - State of **Florida**

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Firm, supplier, Sub-Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Firm list.

My commission expires _____  (Type of identification)



45. CONFLICT OF INTEREST DISCLOSURE FORM

45. Conflict of Interest Disclosure Form

PROJECT (RFQ, RFP, ITN, BID) NUMBER: Banking Services

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of The College of the Florida Keys (CFK), Furthermore, all respondents must disclose the name of any CFK employee who owns, directs, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give The College the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any College duty or responsibility in administration, management, instruction, research, or other professional activities. The bias such conflicts could conceivably impart may inappropriately affect the goals of research, instructional, or administrative programs. The education of students, the methods of analysis and interpretation of research data, the hiring of staff, procurement of materials, and other administrative tasks at The College must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of instructional, research, or administrative goals, processes, or outcomes. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

Please check one of the following statements and attach necessary documents if necessary:

 L To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Legal Name of Respondent Florida Keys Bank
Authorized Signature fl/u"G4. A ItlUci
Name (print or type) Michele White
Title Sr. Commercial Relationship Manager/SVP

RESOLUTION

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE COLLEGE OF THE FLORIDA KEYS IN ITS CAPACITY AS THE GOVERNING BOARD OF THE COLLEGE OF THE FLORIDA KEYS, A FLORIDA COLLEGE SYSTEM INSTITUTION AUTHORIZING THE ISSUANCE OF A TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2022 IN THE PRINCIPAL AMOUNT NOT EXCEEDING \$5,000,000 OUTSTANDING AT ANY TIME TO PROVIDE FINANCING FOR VARIOUS CAPITAL PROJECTS; APPROVING THE FORM OF A TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2022 AND A REVOLVING LINE OF CREDIT AGREEMENT WITH FIRST HORIZON BANK; AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE REVOLVING LINE OF CREDIT AGREEMENT AND THE TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2022; AND MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE COLLEGE OF THE FLORIDA KEYS (THE "BOARD") IN ITS CAPACITY AS THE GOVERNING BOARD OF THE COLLEGE OF THE FLORIDA KEYS, A FLORIDA COLLEGE SYSTEM INSTITUTION (THE "ISSUER") that:

Section 1. Authority for this Resolution.

(a) This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, Sections 1001.64 and 1009.22(6), Florida Statutes, as amended and other provisions of law (the "Act").

(b) The College of the Florida Keys is a duly constituted and validly existing Florida College System institution pursuant to Part III, Chapter 1004, Florida Statutes, and the Board a body corporate under the laws of the State of Florida pursuant to Section 1001.63, Florida Statutes, as amended, with all powers and duties of a body corporate.

(c) The Board has the authority to borrow funds and incur debt pursuant to Section 1001.64(38), Florida Statutes, and Section 1009.22(6)(a), Florida Statutes.

Section 2. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Revolving Line of Credit Agreement (hereinafter defined) and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Chair or Vice Chair of the Board or the President or the Executive Vice President of the Issuer.

"Bank" means First Horizon Bank, together with its successors and assigns.

"Capital Improvement Fees" means the capital improvement fees imposed by the Issuer pursuant to Section 1009.22(6)(a), Florida Statutes, on students.

"Commitment Amount" means the amount established pursuant to the terms hereof, not outstanding \$5,000,000 at any time, as such amount may hereafter be amended by agreement of the Issuer and the Bank.

"Pledged Funds" means all funds on deposit in the funds and accounts created under the Revolving Line of Credit Agreement, as hereinafter defined, including all investment securities on deposit therein, and all investment earnings on any such funds, but excluding the Revenue Fund.

"Project" means certain capital improvements, technology enhancements, equipping buildings, or the acquisition of improved real property for the Issuer's campus in Key West, Florida.

"Revenue Fund" means the account established in accordance with 1009(22)(6)(a), Florida Statutes, into which the Capital Improvement Fees are deposited upon receipt.

Section 3. Authorization of Project. The Project is hereby authorized and the Issuer shall diligently proceed to commence and complete installation of the Project.

Section 4. Authorization of Transaction. In order to obtain funds to finance the Project, and to pay the costs of the Loan (hereinafter defined), the Issuer is authorized to borrow, from time to time an amount (the "Loan") not to be outstanding at any time in excess of the Commitment Amount .

Because of prevailing and anticipated market conditions and the nature of the Loan, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the Issuer to accept the terms of the Loan from the Bank, at a negotiated sale upon the terms and conditions outlined herein and in the Revolving Line of Credit Agreement (as hereinafter defined) and as determined by the Authorized Signatories executing the Revolving Line of Credit Agreement in accordance with the terms hereof.

Prior to its execution and delivery of the Loan Documents, as such terms are hereinafter defined, the Issuer shall have received from the Bank a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(2) and (3), Florida Statutes, and no further disclosure is or shall be required by the Issuer.

Section 5. Revolving Line of Credit Agreement and Note. The Issuer is authorized to execute a Revolving Line of Credit Agreement with the Bank in substantially the form attached hereto as Exhibit "A" (the "Revolving Line of Credit Agreement") and to make and deliver to the Bank its Taxable Revolving Line of Credit Note, Series 2022 (the "Note") in the form attached to the Revolving Line of Credit Agreement. The forms and terms of the Revolving Line of Credit Agreement and the Note (collectively, the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized on behalf of the Issuer to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatories, including, without limitation, changes and modifications to adjustments to the interest rate upon the occurrence of certain events and interest payment dates, such approval to be conclusively evidenced by the execution and delivery thereof by the Authorized Signatories signing the same.

Section 6. Revolving Line of Credit Agreement and Note Not to be General Obligation or Indebtedness of the Issuer. The Revolving Line of Credit Agreement and Note and the obligations of the Issuer thereunder shall not be deemed to constitute general obligations or a pledge of the faith and credit of the Issuer, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from the Pledged Funds to the extent and in the manner provided in the Revolving Line of Credit Agreement. No holder or owner of the Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the State of Florida or any political subdivision thereof or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the Issuer other than the Pledged Funds, all in the manner and to the extent herein and in the Revolving Line of Credit Agreement provided. The Issuer has no taxing power. The Revolving Line of Credit Agreement and the Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the Issuer, or any part thereof, or any other tangible personal property of or in the Issuer, but shall be secured only by the Pledged Funds, all in the manner and to the extent provided herein and in the Revolving Line of Credit Agreement. The Loan shall not be secured by or paid from, directly or indirectly, tuition, financial aid fees, the Florida College System Program Fund, or any other operating revenues of the Issuer.

Section 7. Security. The payment of the principal of, premium, if any, and interest on the Note and other payments due under the Revolving Line of Credit Agreement is payable from Capital Improvement Fees. The payment of the principal of, premium, if any, and interest under the Note and other payments due under the Revolving Line of Credit Agreement shall be secured by the Pledged Funds, all in the manner and to the extent provided herein and in the Revolving Line of Credit Agreement.

Section 8. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 9. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 10. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the Loan Documents as provided hereby. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the Issuer as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution.

Section 11. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 12. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and duly adopted by the Board of Trustees of The College of the Florida Keys on the 29th day of November, 2022.

BOARD OF TRUSTEES OF THE
COLLEGE OF THE FLORIDA KEYS

By: _____
Kevin Madok, Chair

By: _____
Dr. Jonathan Gueverra, President

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Issuer Attorney

#178708610_v6

EXHIBIT "A"
FORM OF REVOLVING LINE OF CREDIT AGREEMENT
(WITH ATTACHED FORM OF NOTE)

REVOLVING LINE OF CREDIT AGREEMENT

This REVOLVING LINE OF CREDIT AGREEMENT (this "Agreement") is made and entered into as of November 30, 2022, and is by and between THE COLLEGE OF THE FLORIDA KEYS, a Florida College System institution and a political subdivision of the State of Florida pursuant to Part III, Chapter 1004, Florida Statutes, and its successors and assigns (the "Issuer"), by and through its Board of Trustees, a body corporate pursuant to Section 1001.63, Florida Statutes (the "Board"), and FIRST HORIZON BANK, a Tennessee banking corporation, and its successors and assigns, as holder(s) of the hereinafter defined Note (the "Lender").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE 1 DEFINITION OF TERMS

Section 1.01 Definitions. The words and terms used in capitalized form in this Agreement shall have the meanings as set forth above and the following words and terms as used in this Agreement shall have the following meanings:

"Act" means Part III, Chapter 1004, Florida Statutes, Section 1001.64(38), Florida Statutes, Section 1009(22)(6)(a), Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of law.

"Advance" means a borrowing of money under the Note, pursuant to Section 5.03 hereof.

"Additional Debt" means Debt payable or secured by the Capital Improvement Fees.

"Agreement" means this Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the Issuer for each Fiscal Year in accordance with the laws of the State of Florida.

"Annual Debt Service" means the annual amount of principal and interest payable on the Note.

"Available Commitment Amount" shall mean the difference between the Maximum Commitment Amount and the Loan.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Lender is lawfully closed.

"Capital Improvement Fees" means the capital improvement fees imposed by the Issuer on students pursuant to Section 1009.22(6)(a), Florida Statutes.

"Costs" means, with respect to the Project, any lawful expenditure of the Issuer which meets the further requirements of this Agreement. "Costs" shall include costs of issuance of the Loan.

"Debt" means all of the following to the extent payable from or secured by a lien upon the Pledged Funds on a parity with that of the Note: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments, (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the normal course of business, and (iii) all obligations of the Issuer under capitalized leases.

"Debt Service Fund" means The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Debt Service Fund established in Section 3.06 hereof.

"Event of Default" means an event of default specified in Article 6 of this Agreement.

"Final Maturity Date" means November 29, 2025, or such later date which this Agreement may be extended or renewed in the sole discretion of the Lender by written notice from the Lender to the Issuer.

"Fiscal Year" means the period commencing on July 1 of each year and ending on the succeeding June 30, or such other period of twelve consecutive months as may hereafter be designated as the fiscal year of the Issuer by general law.

"Loan" means the outstanding principal amount of the Note issued hereunder.

"Loan Documents" means this Agreement and the Note.

"Maximum Commitment Amount" means, for any day \$5,000,000, and as the same may be hereafter modified in accordance with the terms of this Agreement.

"Note" means the Issuer's Taxable Revolving Line of Credit Revenue Note, Series 2022 in the form attached hereto as Exhibit "A."

"Note Year" means, initially, beginning on the date of issuance of the Note and ending June 30, 2023, and thereafter shall mean the annual period commencing on the first day of July of each year and ending on the last day of June of the following year, provided, however, that any principal and interest coming due on July 1 of any year shall be deemed to mature or be due on the last day of the immediately preceding Note Year.

"Notice Address" means,

As to the Issuer:

The College of the Florida Keys
5901 College Road
Key West, Florida 33040
Attention: Brittany P. Snyder, D.M., Executive
Vice President and CFO

As to the Lender: First Horizon Bank
 330 Whitehead Street
 Key West, Florida 33040
 Attention: Michele White, Senior Vice President

or to such other address (or email address for electronic communications) as either party may have specified in writing to the other using the procedures specified in Section 7.06.

"Person" means an individual, corporation, partnership, association, joint stock company, joint venture, trust, limited liability company, unincorporated organization or other judicial entity.

"Pledged Funds" means all amounts on deposit in the Debt Service Fund (including all investment securities on deposit therein) and all investment earnings on any such funds.

"Principal Office" means, with respect to the Lender, the office located at 330 Whitehead Street, Key West, Florida, 33040, or such other office as the Lender may designate to the Issuer in writing.

"Project" means certain capital improvements, technology enhancements, equipping buildings, or the acquisition of improved real property for the Issuer's campuses in Monroe County, Florida.

"Project Fund" means The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Project Fund established in Section 3.06 hereof.

"Resolution" means the resolution adopted by the Board on November 29, 2022 approving this Agreement and the Note.

"Revenue Fund" means the account established in accordance with 1009(22)(6)(a), Florida Statutes, into which the Capital Improvement Fees are deposited upon receipt.

"State" means the State of Florida.

Section 1.02 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE 2 REPRESENTATIONS OF ISSUER

The Issuer represents and warrants to the Lender, which representations and warranties shall be deemed made on the date hereof, that:

Section 2.01 Powers of Issuer. The Issuer is a political subdivision and a Florida College System institution, duly organized and validly existing under the laws of the

State. The Board has the power under the Act to adopt the Resolution and the Issuer has the power under the Act to establish and collect the Capital Improvement Fees, to borrow the Maximum Commitment Amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure this Agreement and the Note in the manner contemplated hereby and to perform and observe all the terms and conditions of the Loan Documents on its part to be performed and observed and to carry out and consummate all other transactions contemplated hereby. The Issuer may lawfully borrow funds hereunder in order to provide funds to finance the Project and to pay costs of issuance of the Loan and the Note.

Section 2.02 Authorization of Loan. The Issuer has full legal right, power and authority to execute and deliver the Loan Documents, to issue the Note, and to carry out and consummate all other transactions contemplated hereby, and the Issuer has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Issuer has duly authorized the borrowing of the Maximum Commitment Amount provided for in this Agreement, the execution and delivery of this Agreement, and the issuance and delivery of the Note to the Lender, and to that end the Issuer warrants that it will, subject to the terms hereof and of the Note, take all action and do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The Note and this Agreement have been duly authorized, executed, issued and delivered to the Lender and constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of judicial discretion in appropriate cases. The Note is entitled to the benefits and security of this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the Issuer of its obligations under this Agreement and the Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect. NOTWITHSTANDING THE FOREGOING, HOWEVER, OR ANYTHING ELSE HEREIN OR IN THE NOTE TO THE CONTRARY, NEITHER THIS AGREEMENT NOR THE NOTE SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE RESOLUTION. THE ISSUER HAS NO TAXING POWER. No holder or owner of the Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the State of Florida or any political subdivision thereof or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the Issuer other than the Pledged Funds, all in the manner and to the extent herein, in the Note and in the Resolution provided.

Section 2.03 Resolution. The Resolution has been duly adopted by the Board, is in full force and effect and has not been amended, altered, repealed, rescinded or revoked in any way.

Section 2.04 No Violation of Law or Contract. The Issuer is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer or the ability of the Issuer to perform its obligations hereunder and under the Note. The making and performing by the Issuer of this Agreement and the Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the Issuer is a party or by which the Issuer is bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer or the ability of the Issuer to perform its obligations hereunder and under the Note.

Section 2.05 Pending or Threatened Litigation. Except as has been disclosed to the Lender in writing, there are no actions or proceedings pending against the Issuer or affecting the Issuer or, to the knowledge of the Issuer, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the collection of the Capital Improvement Fees, or which questions the validity of this Agreement or the Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.06 Security. The Note shall be secured by and payable from amounts on deposit in the Debt Service Fund.

Section 2.07 Capital Improvement Fees. The Board is authorized to impose the Capital Improvement Fees in the amounts and on the basis heretofore established and the Capital Improvement Fees now in effect have been set in accordance with applicable law and within the limitations set forth in the Act.

Section 2.08 Project. The proceeds of the Note will be used to finance the Project, which is a permissible expenditure of Capital Improvement Fees under Section 1009.22(6)(a). Each project to be funded in whole or in part with Capital Improvement Fees, including the Project has been identified in accordance with Section 216.0158, Florida Statutes and meets the survey and construction requirements of Chapter 1013, Florida Statutes, in each case in accordance with Section 1009.22(6)(a), Florida Statutes.

Section 2.09 Financial Statements. The financial statements for the Issuer for the Fiscal Year ended June 30, 2022, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of the Issuer on such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer.

ARTICLE 3 COVENANTS OF THE ISSUER

Section 3.01 Affirmative and Negative Covenants. For so long as any of the principal amount of or interest or any redemption or prepayment premium on the Note is outstanding or any duty or obligation of the Issuer hereunder or under the Note remains unpaid or unperformed, the Issuer covenants with the Lender as follows:

(a) Use of Proceeds. Proceeds from the Note will be used only to pay the costs of the Project and to pay the costs of issuance of the Note.

(b) Maintenance of Existence. The Issuer will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the Issuer to the Lender under this Agreement and the Note have been paid in full.

(c) Records. The Issuer agrees that any and all records of the Issuer with respect to the Loan shall be open to inspection by the Lender or its representatives at all reasonable times and after receipt by the Issuer of reasonable notice from the Lender at the offices the Issuer.

(d) Financial Statements and Budget. The Issuer will cause an audit to be completed of its books and accounts and shall make available electronically to the Lender at no charge (a) within 270 days after the end of each Fiscal Year audited year-end financial statements of the Issuer, including a balance sheet as of the end of such Fiscal Year and related statements of revenues, expenses and changes in fund balance, certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the Issuer and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. The Issuer shall make available electronically to the Lender at no charge its Annual Budget within 60 days after the same shall have been approved by the Board. The Issuer shall also make available to Lender such other financial information as the Lender shall reasonably request.

(e) Insurance. The Issuer shall maintain such liability, casualty and other insurance as, or shall self-insure in a manner as, is reasonable and prudent for similarly situated governmental entities of the State of Florida.

(f) Compliance with Laws. The Issuer shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligation hereunder or under the Note. The Issuer shall comply with all Florida statutes which govern the Issuer's budgeting and financial reporting processes, including, but not limited to, maintenance of a minimum unencumbered balance in the Issuer's general fund of five percent and the requirement to notify the State Board of Education if the Issuer should fall below that

threshold. Compliance with the budgeting and financial reporting processes will be monitored using the Florida State Auditor General annual reports as well as the Issuer's annual attestation to the Florida College System as part of its regularly required operating budget.

(g) Payment of Document Taxes. In the event the Note or this Agreement should be subject to the excise tax on documents, the Issuer shall promptly upon the Lender's written demand for same pay such taxes or reimburse the Lender for any such taxes paid by it.

(h) Collection of Capital Improvement Fees. For so long as the Note is outstanding and any amounts thereunder or hereunder are unpaid, the Board will impose and collect the Capital Improvement Fees. The Board will set and impose the Capital Improvement Fees each Note Year at the per-credit hour levels necessary to provide an amount of Capital Improvement Fees sufficient to pay the Annual Debt Service on the Note for such Note Year, subject to the limitations provided in the Act. If the imposition of the Capital Improvement Fees shall be, in whole or in part, annulled, vacated or set aside by the judgment or order of any court or governmental agency, the Board will take all steps within its power to revise and re-impose the Capital Improvement Fees in the manner provided by law so that the Capital Improvement Fees may be lawfully imposed and collected in such amounts and shall be applied as provided in this Agreement, the Note and the Resolution.

(i) Additional Debt. No Additional Debt may be issued or incurred without the express written consent of the Bank.

Section 3.02 Registration and Exchange of Note. The ownership of the Note may only be transferred in whole, and the Issuer will transfer the ownership of the Note, upon written request of the Lender to the Issuer specifying the name, address and taxpayer identification number of the transferee, and the Issuer will keep and maintain at all times a record setting forth the identification of the owner of the Note. For every such exchange or transfer of the Note, the Issuer may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Person in whose name the Note shall be registered shall be deemed and regarded the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 3.03 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Lender furnishing the Issuer proof of ownership thereof, an affidavit of lost or stolen instrument and indemnity reasonably satisfactory to the Issuer and paying such expenses as the Issuer may reasonably incur in connection therewith.

Section 3.04 Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will timely pay the principal of and interest on and any prepayment

premium or fee on the Note, at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and of the Note, provided that the Issuer may be compelled to pay the principal of and interest on and any prepayment premium or fee with respect to the Note solely from the Pledged Funds, and nothing in the Note, this Agreement or the Resolution shall be construed as pledging any other funds or assets of the Issuer to such payment or as authorizing such payment to be made from any other source. The Issuer is not and shall not be liable for the payment of the principal of and interest on the Note and any prepayment premium or fee with respect to or for the performance of any pledge, obligation or agreement for payment undertaken by the Issuer hereunder, under the Note or under the Resolution from any property. The Lender shall not have any right to resort to legal or equitable action to require or compel the Issuer to make any payment required by the Note or this Agreement from any source other than the Pledged Funds and only to the extent and in the manner provided herein. The Loan shall not be secured by or paid from, directly or indirectly, tuition, financial aid fees, the Florida College System Program Fund, or any other operating revenues of the Issuer.

Section 3.05 Security. The payment of the principal of, premium, if any, and interest on the Note and all other amounts due and payable under this Agreement and the Note shall be secured by an irrevocable lien on the Pledged Funds, all in the manner and to the extent provided herein and in the Resolution. The Issuer does hereby pledge such Pledged Funds to the principal of, premium, if any, and interest on the Note and for all other payments provided for herein.

Section 3.06 Establishment of Funds and Accounts. The Issuer hereby establishes, or has previously established, (a) a separate account established pursuant to Section 1009(22)(6)(a), Florida Statutes which the Capital Improvement Fees are deposited upon receipt, and referred to herein as the "Revenue Fund"; (b) a fund to be known as "The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Debt Service Fund" (the "Debt Service Fund"); and (c) a fund held in an account with the Lender to be known as "The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Project Fund" (the "Project Fund").

Moneys in the Debt Service Fund and the Project Fund, until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the registered owner of the Note and for the further security of such registered owner. Moneys in the Revenue Fund shall not be subject to any lien in favor of the registered owner of the Note.

Section 3.07 Application of Note Proceeds. The proceeds of the Note shall be deposited into the Project Fund upon receipt and shall be applied to pay the Costs of the Project, and until so applied, may be invested in investments authorized by law and meeting the Issuer's investment policy, which investments shall mature no later than the date on which the moneys therein shall be needed for Costs of the Project. Any funds on deposit in the Project Fund upon completion of the Project and determined by the Issuer not to be needed for the Project shall be transferred by the Issuer to the Debt Service Fund.

Section 3.08 Separate Accounts. Except as prohibited by law, the moneys required to be accounted for the funds established herein may be deposited in a single bank

account, and funds allocable to any fund or account established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

Except as required by applicable law, the designation and establishment of any funds or accounts and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

Section 3.09 Flow of Funds. The Capital Improvement Fees will be deposited upon receipt into the Revenue Fund, as required by Sections 1009.22(6), Florida Statutes. Amounts on deposit in the Revenue Fund shall be used only for the purposes permitted by Sections 1009.22(6), Florida Statutes. The Issuer hereby covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit each month to the credit of the Debt Service Fund in a timely manner as needed to pay debt service on the Note, Capital Improvement Fees in an amount which is equal to the debt service with respect to the Note next coming due. Such covenant and agreement on the part of the Issuer to budget and appropriate sufficient amounts of Capital Improvement Fees shall be cumulative, and shall continue until such Capital Improvement Fees in amounts sufficient to make all required payments hereunder and under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Debt Service Account. The Issuer shall apply all moneys on deposit in the Debt Service Fund to the timely payment of the principal of, premium, if any, and interest on the Note and other amounts due and payable under this Agreement and the Note. Funds in the Debt Service Fund may be invested in investments permitted by law and meeting the requirements of the Issuer's investment policy and that mature not later than the dates that such funds will be needed for the purposes of such Fund.

Section 3.10 Officers and Employees of the Issuer Exempt from Personal Liability. No personal recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any member of the Board, officer, agent or employee, as such, of the Issuer, past, present or future, it being expressly understood (a) that the obligation of the Issuer under this Agreement and under the Note is solely a corporate one, limited as provided herein, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Board, officers, agents, or employees, as such, of the Issuer, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Board, officer, agent, or employee, as such, of the Issuer under or by reason of the obligations, covenants or agreements contained in this Agreement and under the Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the Issuer.

Section 3.11 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the nominal date of payment.

ARTICLE 4 CONDITIONS OF LENDING

The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

Section 4.01 Representations and Warranties. The representations and warranties of the Issuer set forth in this Agreement and the Note are true and correct on and as of the date hereof.

Section 4.02 No Default. On the date of issuance of the Note, the Issuer shall be in compliance with all the terms and provisions set forth in this Agreement and the Note on its part to be observed or performed, and no Event of Default or any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

Section 4.03 Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

- (a) The opinion of the attorney for the Issuer, regarding the due adoption, validity and enforceability of the Resolution, this Agreement and the Note, the validity and enforceability of this Agreement and the Note, and such other items as the Lender shall reasonably request;
- (b) The Note;
- (c) A certified copy of the Resolution; and
- (d) Such additional supporting documents as the Lender may reasonably request.

ARTICLE 5 FUNDING THE LOAN

Section 5.01 The Loan. The Lender hereby agrees to lend to the Issuer up to the Maximum Commitment Amount to provide funds for the purposes described herein upon the terms and conditions set forth in this Agreement. The Issuer agrees to repay the principal amount borrowed plus interest thereon upon the terms and conditions set forth in this Agreement and the Note.

Section 5.02 Description and Payment Terms of the Note. To evidence the obligation of the Issuer to repay the Loan, the Issuer shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit "A." Prepayment of principal may be made only as provided in the Note and the rate of interest on the Note, including any adjustments thereto, shall be as provided in the Note.

Section 5.03 Requisitions for Advances; Other Conditions.

(a) Upon three (3) Business Days' written notice to the Lender, the Issuer may borrow an aggregate principal amount from time to time up to the Maximum Commitment Amount of the Note, by requesting Advances hereunder and under the Note, provided that no Advance will be made after the Final Maturity Date. Amounts advanced and repaid may be re-advanced, provided, however, at no time shall the Loan exceed the Maximum Commitment Amount. The aggregate principal amount of each Advance shall be not less than \$25,000 or in such lesser amounts equal to the Available Commitment Amount. The Issuer's obligation to pay the principal of, and interest on the Advances made hereunder shall be evidenced by the Note and the records of the Lender, updated for each Advance and each principal repayment, which shall be conclusive absent manifest error. Any request for any Advance received by the Lender after 2:00 p.m. Eastern time shall be deemed received on the next Business Day.

(b) The Lender shall not be obligated to Advance any funds unless (i) as of the date of such Advance, no Event of Default has occurred and is continuing and no event has occurred which, with the passage of time or giving of notice or both, would constitute an Event of Default (a "Default"); (ii) the Issuer delivers to the Lender a written request for such Advance, in substantially the form attached as Exhibit B hereto, executed by an Authorized Officer indicating the amount of the Advance requested, the date on which such Advance is to be made, and certifying that (A) the representations and warranties in this Agreement are true and correct on the date of such Advance, and (B) no Event of Default or any event that, upon notice or lapse of time or both, would constitute such an Event of Default has occurred and is continuing as of the date of such Advance.

(c) Upon the satisfaction of the applicable conditions set forth herein, the Lender will make the proceeds of each Advance available to the Issuer on the date specified in the applicable request for an Advance by crediting the proceeds of such Advance to Issuer's operating account with Lender by close of business of the date in immediately available funds, or in such other manner as requested in the request for the Advance and approved by the Lender.

Section 5.04 Computation of Interest and Fees; Application of Payments.

All computations of interest and fees hereunder shall be made on the basis of a year for 360 days for the actual number of days per month. All payments made on the Note shall be applied first to interest accrued to the date of payment and next to the unpaid principal balance.

Section 5.05 Fees. The Issuer shall pay to the Lender on or before the date of the issuance of the Note a one-time fee of \$12,500. The Lender shall pay the fees of its counsel and the Issuer shall pay the fees of its counsel related to the issuance and delivery of this Agreement and the Note.

ARTICLE 6 EVENTS OF DEFAULT

Section 6.01 General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the Note when the same shall become due and payable, and such non-payment has not been cured within five (5) days after receiving written notice from Bank of such non-payment; or

(b) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 6.01, which default or non-compliance shall continue and not be cured within ninety (90) days after written notice thereof to the Issuer by the Lender; or

(c) Any representation or warranty made in writing by or on behalf of the Issuer in this Agreement or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Section 6.02 Effect of Event of Default. Upon an Event of Default, the Lender may either at law or in equity, by suit, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in the Note and this Agreement, may accelerate all payments due under the Note and may enforce and compel the performance of all duties required by the Note, this Agreement or by any applicable statute to be performed by the Issuer for performance hereunder or under the Note. All payments made on the Note, after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Lender may have incurred in protecting or exercising its rights under the Loan Documents and the balance thereof shall apply to the principal sum due.

ARTICLE 7 MISCELLANEOUS

Section 7.01 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder or under the Note shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 7.02 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Lender and the Issuer. The Issuer agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Issuer's request or behest.

Section 7.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Issuer in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 7.06 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to the Notice Address.

Section 7.07 Applicable Law; Venue. This Agreement shall be construed pursuant to and governed by the substantive laws of the State. The Issuer and the Lender waive

any objection either might otherwise have to venue in any judicial proceeding brought in connection herewith lying in Monroe County, Florida or the applicable appellate courts.

Section 7.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Issuer shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 7.09 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 7.10 Attorneys Fees. To the extent legally permissible, the Issuer and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement or the Note (including any appeal(s)), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the other party.

Section 7.11 Entire Agreement. Except as otherwise expressly provided, this Agreement and the Note embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.12 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 7.13 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTE AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

THE COLLEGE OF THE FLORIDA KEYS

ATTEST:

By: _____
Name: Dr. Jonathan Gueverra
Title: President

By: _____
Name: Dr. Brittany Snyder
Title: Executive Vice President

FIRST HORIZON BANK

By: _____
Name: Michele White
Title: Senior Vice President

EXHIBIT "A"

FORM OF NOTE

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE REVOLVING LINE OF CREDIT AGREEMENT REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933.

TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2022

THE COLLEGE OF THE FLORIDA KEYS (the "Issuer"), a Florida College System institution and a political subdivision of the State of Florida, created and existing under the laws of the State of Florida, for value received, promises to pay, but solely from the sources hereinafter provided, to the order of First Horizon Bank or registered assigns (together with any other registered owner of this Note, hereinafter, the "Lender"), the principal sum of FIVE MILLION DOLLARS (\$5,000,000) or such lesser amount as shall have been advanced and shall be outstanding hereunder, together with interest on the principal balance outstanding at the Interest Rate (defined below), calculated based upon a year of 360 days for the actual number of days per month, such amounts to be payable as provided herein. This Taxable Revolving Line of Credit Revenue Note, Series 2022 (this "Note") is issued pursuant to the Resolution of the Board of Trustees of the Issuer adopted on November 29, 2022 (the "Resolution") and in conjunction with a Revolving Line of Credit Agreement, dated of even date herewith, between the Issuer and the Lender (the "Revolving Line of Credit Agreement") and is subject to all the terms and conditions of the Revolving Line of Credit Agreement. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto, or referenced, in the Revolving Line of Credit Agreement.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at the Principal Office or such place as the Lender may designate in writing to the Issuer, without presentment.

As used in this Note:

"Default Rate" shall mean the lesser of 18% and the maximum rate permitted by law.

"Interest Rate" means 7.50% per annum; provided, however, that the upon an Event of Default, the Interest Rate shall be the Default Rate.

The Issuer shall pay the Lender interest on the outstanding principal balance of this Note on January 2, 2023 and on the first day of each calendar month thereafter, to and including the Final Maturity Date (hereafter defined). If any date for the payment of principal or interest is not a Business Day, such payment shall be due on the next succeeding Business Day in the manner provided in the Revolving Line of Credit Agreement.

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on November 29, 2025, or such later date to which the Revolving Line of Credit Agreement may be extended or renewed in the sole discretion of the Lender by written notice from the Lender to the Issuer (the "Final Maturity Date") but in no event shall the maturity date exceed seven years from the original date of issuance or as otherwise permitted under Section 1009(22)(6)(a), Florida Statutes.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due; provided, however, in an Event of Default, payment shall be applied in accordance with Section 6.02 of the Revolving Line of Credit Agreement.

Notwithstanding the foregoing, in no event shall the Interest Rate exceed the maximum rate permitted by applicable law.

The Issuer may prepay this Note in whole or in part on any Business Day upon (2) Business Days' prior written notice to the Lender. Such prepayment notice shall specify the amount of prepayment which is to be made.

This Note is a revolving line of credit. Principal amounts advanced and repaid under this Note may be readvanced; provided, however, the principal amount outstanding at any given time shall not exceed the Maximum Commitment Amount. To the extent that the amounts outstanding hereunder exceed the Maximum Commitment Amount such excess amount shall be immediately due and payable.

Notwithstanding anything in this Note or the Revolving Line of Credit Agreement to the contrary, upon payment or prepayment in full of this Note, the Lender shall not be required to surrender or cancel this Note until it has received all amounts due and payable hereunder and under the Revolving Line of Credit Agreement.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Note is payable solely from the Pledged Funds to the extent provided in the Revolving Line of Credit Agreement and subject to the pledge of the Pledged Funds as more specifically provided in the Resolution and the Revolving Line of Credit Agreement. Notwithstanding any other provision of this Note, the Issuer is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than as provided in the Revolving Line of Credit Agreement and the Resolution.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE REVOLVING LINE OF CREDIT AGREEMENT OR THE RESOLUTION TO THE CONTRARY, NEITHER THIS NOTE NOR THE REVOLVING LINE OF CREDIT AGREEMENT SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN

THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE REVOLVING LINE OF CREDIT AGREEMENT. THE ISSUER HAS NO TAXING POWER.

All terms, conditions and provisions of the Revolving Line of Credit Agreement are by this reference thereto incorporated herein as a part of this Note.

This Note may be exchanged or transferred but only as provided in the Revolving Line of Credit Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Note is November 30, 2022.

THE COLLEGE OF THE FLORIDA KEYS

(SEAL)

By: _____
Title: President

ATTEST:

By: _____
Title: Executive Vice President

EXHIBIT B

REQUISITION NO. ____

THE COLLEGE OF FLORIDA KEYS
TAXABLE REVOLVING LINE OF CREDIT REVENUE NOTE, SERIES 2022
REQUISITION FOR ADVANCES

The College of Florida Keys (the "Issuer"), pursuant to that certain Revolving Credit Agreement (the "Agreement") dated November 30, 2022 between the Issuer and First Horizon Bank (the "Lender"), does hereby make application to the Lender under the Agreement for disbursement of funds to pay a portion of the costs of the Project (all terms used herein in capitalized form having the meanings given to those terms in the Agreement) in the following manner:

Amount Requested: \$_____

Date Advance to be made: _____

Proceeds of the Advance to be distributed as follows:

- Wire Transfer (Account Number _____, Routing Number _____)
- Check sent to _____, _____, _____, or such other address as attached hereto.
- Account Transfer (Account Number _____)

The identified repayment source (specific grant or other) is _____.

The status of said repayment source is _____.

All representations and statements made herein are for the benefit of the Lender and the other parties related to the issuance of the Note and may not be relied upon by third parties.

The undersigned certifies that:

- (i) No Event of Default under the Agreement has occurred and is continuing and there exists no event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Agreement; and
- (ii) All representations and warranties of the Issuer contained in the Agreement are true and correct as of the date hereof.

Dated as of _____, 20__.

THE COLLEGE OF FLORIDA KEYS

By: _____
Name: _____
Title: _____

REVOLVING LINE OF CREDIT AGREEMENT

This REVOLVING LINE OF CREDIT AGREEMENT (this "Agreement") is made and entered into as of November 30, 2022, and is by and between THE COLLEGE OF THE FLORIDA KEYS, a Florida College System institution and a political subdivision of the State of Florida pursuant to Part III, Chapter 1004, Florida Statutes, and its successors and assigns (the "Issuer"), by and through its Board of Trustees, a body corporate pursuant to Section 1001.63, Florida Statutes (the "Board"), and FIRST HORIZON BANK, a Tennessee banking corporation, and its successors and assigns, as holder(s) of the hereinafter defined Note (the "Lender").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE 1 DEFINITION OF TERMS

Section 1.01 Definitions. The words and terms used in capitalized form in this Agreement shall have the meanings as set forth above and the following words and terms as used in this Agreement shall have the following meanings:

"Act" means Part III, Chapter 1004, Florida Statutes, Section 1001.64(38), Florida Statutes, Section 1009(22)(6)(a), Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of law.

"Advance" means a borrowing of money under the Note, pursuant to Section 5.03 hereof.

"Additional Debt" means Debt payable or secured by the Capital Improvement Fees.

"Agreement" means this Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the Issuer for each Fiscal Year in accordance with the laws of the State of Florida.

"Annual Debt Service" means the annual amount of principal and interest payable on the Note.

"Available Commitment Amount" shall mean the difference between the Maximum Commitment Amount and the Loan.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Lender is lawfully closed.

"Capital Improvement Fees" means the capital improvement fees imposed by the Issuer on students pursuant to Section 1009.22(6)(a), Florida Statutes.

"Costs" means, with respect to the Project, any lawful expenditure of the Issuer which meets the further requirements of this Agreement. "Costs" shall include costs of issuance of the Loan.

"Debt" means all of the following to the extent payable from or secured by a lien upon the Pledged Funds on a parity with that of the Note: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments, (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the normal course of business, and (iii) all obligations of the Issuer under capitalized leases.

"Debt Service Fund" means The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Debt Service Fund established in Section 3.06 hereof.

"Event of Default" means an event of default specified in Article 6 of this Agreement.

"Final Maturity Date" means November 29, 2025, or such later date which this Agreement may be extended or renewed in the sole discretion of the Lender by written notice from the Lender to the Issuer.

"Fiscal Year" means the period commencing on July 1 of each year and ending on the succeeding June 30, or such other period of twelve consecutive months as may hereafter be designated as the fiscal year of the Issuer by general law.

"Loan" means the outstanding principal amount of the Note issued hereunder.

"Loan Documents" means this Agreement and the Note.

"Maximum Commitment Amount" means, for any day \$5,000,000, and as the same may be hereafter modified in accordance with the terms of this Agreement.

"Note" means the Issuer's Taxable Revolving Line of Credit Revenue Note, Series 2022 in the form attached hereto as Exhibit "A."

"Note Year" means, initially, beginning on the date of issuance of the Note and ending June 30, 2023, and thereafter shall mean the annual period commencing on the first day of July of each year and ending on the last day of June of the following year, provided, however, that any principal and interest coming due on July 1 of any year shall be deemed to mature or be due on the last day of the immediately preceding Note Year.

"Notice Address" means,

As to the Issuer:

The College of the Florida Keys
5901 College Road
Key West, Florida 33040
Attention: Brittany P. Snyder, D.M., Executive
Vice President and CFO

As to the Lender: First Horizon Bank
 330 Whitehead Street
 Key West, Florida 33040
 Attention: Michele White, Senior Vice President

or to such other address (or email address for electronic communications) as either party may have specified in writing to the other using the procedures specified in Section 7.06.

"Person" means an individual, corporation, partnership, association, joint stock company, joint venture, trust, limited liability company, unincorporated organization or other judicial entity.

"Pledged Funds" means all amounts on deposit in the Debt Service Fund (including all investment securities on deposit therein) and all investment earnings on any such funds.

"Principal Office" means, with respect to the Lender, the office located at 330 Whitehead Street, Key West, Florida, 33040, or such other office as the Lender may designate to the Issuer in writing.

"Project" means certain capital improvements, technology enhancements, equipping buildings, or the acquisition of improved real property for the Issuer's campuses in Monroe County, Florida.

"Project Fund" means The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Project Fund established in Section 3.06 hereof.

"Resolution" means the resolution adopted by the Board on November 29, 2022 approving this Agreement and the Note.

"Revenue Fund" means the account established in accordance with 1009(22)(6)(a), Florida Statutes, into which the Capital Improvement Fees are deposited upon receipt.

"State" means the State of Florida.

Section 1.02 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE 2 REPRESENTATIONS OF ISSUER

The Issuer represents and warrants to the Lender, which representations and warranties shall be deemed made on the date hereof, that:

Section 2.01 Powers of Issuer. The Issuer is a political subdivision and a Florida College System institution, duly organized and validly existing under the laws of the

State. The Board has the power under the Act to adopt the Resolution and the Issuer has the power under the Act to establish and collect the Capital Improvement Fees, to borrow the Maximum Commitment Amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure this Agreement and the Note in the manner contemplated hereby and to perform and observe all the terms and conditions of the Loan Documents on its part to be performed and observed and to carry out and consummate all other transactions contemplated hereby. The Issuer may lawfully borrow funds hereunder in order to provide funds to finance the Project and to pay costs of issuance of the Loan and the Note.

Section 2.02 Authorization of Loan. The Issuer has full legal right, power and authority to execute and deliver the Loan Documents, to issue the Note, and to carry out and consummate all other transactions contemplated hereby, and the Issuer has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Issuer has duly authorized the borrowing of the Maximum Commitment Amount provided for in this Agreement, the execution and delivery of this Agreement, and the issuance and delivery of the Note to the Lender, and to that end the Issuer warrants that it will, subject to the terms hereof and of the Note, take all action and do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The Note and this Agreement have been duly authorized, executed, issued and delivered to the Lender and constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of judicial discretion in appropriate cases. The Note is entitled to the benefits and security of this Agreement. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the Issuer of its obligations under this Agreement and the Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect. NOTWITHSTANDING THE FOREGOING, HOWEVER, OR ANYTHING ELSE HEREIN OR IN THE NOTE TO THE CONTRARY, NEITHER THIS AGREEMENT NOR THE NOTE SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE RESOLUTION. THE ISSUER HAS NO TAXING POWER. No holder or owner of the Note shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the State of Florida or any political subdivision thereof or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the Issuer other than the Pledged Funds, all in the manner and to the extent herein, in the Note and in the Resolution provided.

Section 2.03 Resolution. The Resolution has been duly adopted by the Board, is in full force and effect and has not been amended, altered, repealed, rescinded or revoked in any way.

Section 2.04 No Violation of Law or Contract. The Issuer is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer or the ability of the Issuer to perform its obligations hereunder and under the Note. The making and performing by the Issuer of this Agreement and the Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the Issuer is a party or by which the Issuer is bound, the breach of which could result in a material and adverse impact on the financial condition of the Issuer or the ability of the Issuer to perform its obligations hereunder and under the Note.

Section 2.05 Pending or Threatened Litigation. Except as has been disclosed to the Lender in writing, there are no actions or proceedings pending against the Issuer or affecting the Issuer or, to the knowledge of the Issuer, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the collection of the Capital Improvement Fees, or which questions the validity of this Agreement or the Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.06 Security. The Note shall be secured by and payable from amounts on deposit in the Debt Service Fund.

Section 2.07 Capital Improvement Fees. The Board is authorized to impose the Capital Improvement Fees in the amounts and on the basis heretofore established and the Capital Improvement Fees now in effect have been set in accordance with applicable law and within the limitations set forth in the Act.

Section 2.08 Project. The proceeds of the Note will be used to finance the Project, which is a permissible expenditure of Capital Improvement Fees under Section 1009.22(6)(a). Each project to be funded in whole or in part with Capital Improvement Fees, including the Project has been identified in accordance with Section 216.0158, Florida Statutes and meets the survey and construction requirements of Chapter 1013, Florida Statutes, in each case in accordance with Section 1009.22(6)(a), Florida Statutes.

Section 2.09 Financial Statements. The financial statements for the Issuer for the Fiscal Year ended June 30, 2022, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and fairly present the financial condition of the Issuer on such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the Issuer.

ARTICLE 3 COVENANTS OF THE ISSUER

Section 3.01 Affirmative and Negative Covenants. For so long as any of the principal amount of or interest or any redemption or prepayment premium on the Note is outstanding or any duty or obligation of the Issuer hereunder or under the Note remains unpaid or unperformed, the Issuer covenants with the Lender as follows:

(a) Use of Proceeds. Proceeds from the Note will be used only to pay the costs of the Project and to pay the costs of issuance of the Note.

(b) Maintenance of Existence. The Issuer will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the Issuer to the Lender under this Agreement and the Note have been paid in full.

(c) Records. The Issuer agrees that any and all records of the Issuer with respect to the Loan shall be open to inspection by the Lender or its representatives at all reasonable times and after receipt by the Issuer of reasonable notice from the Lender at the offices the Issuer.

(d) Financial Statements and Budget. The Issuer will cause an audit to be completed of its books and accounts and shall make available electronically to the Lender at no charge (a) within 270 days after the end of each Fiscal Year audited year-end financial statements of the Issuer, including a balance sheet as of the end of such Fiscal Year and related statements of revenues, expenses and changes in fund balance, certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the Issuer and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. The Issuer shall make available electronically to the Lender at no charge its Annual Budget within 60 days after the same shall have been approved by the Board. The Issuer shall also make available to Lender such other financial information as the Lender shall reasonably request.

(e) Insurance. The Issuer shall maintain such liability, casualty and other insurance as, or shall self-insure in a manner as, is reasonable and prudent for similarly situated governmental entities of the State of Florida.

(f) Compliance with Laws. The Issuer shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligation hereunder or under the Note. The Issuer shall comply with all Florida statutes which govern the Issuer's budgeting and financial reporting processes, including, but not limited to, maintenance of a minimum unencumbered balance in the Issuer's general fund of five percent and the requirement to notify the State Board of Education if the Issuer should fall below that

threshold. Compliance with the budgeting and financial reporting processes will be monitored using the Florida State Auditor General annual reports as well as the Issuer's annual attestation to the Florida College System as part of its regularly required operating budget.

(g) Payment of Document Taxes. In the event the Note or this Agreement should be subject to the excise tax on documents, the Issuer shall promptly upon the Lender's written demand for same pay such taxes or reimburse the Lender for any such taxes paid by it.

(h) Collection of Capital Improvement Fees. For so long as the Note is outstanding and any amounts thereunder or hereunder are unpaid, the Board will impose and collect the Capital Improvement Fees. The Board will set and impose the Capital Improvement Fees each Note Year at the per-credit hour levels necessary to provide an amount of Capital Improvement Fees sufficient to pay the Annual Debt Service on the Note for such Note Year, subject to the limitations provided in the Act. If the imposition of the Capital Improvement Fees shall be, in whole or in part, annulled, vacated or set aside by the judgment or order of any court or governmental agency, the Board will take all steps within its power to revise and re-impose the Capital Improvement Fees in the manner provided by law so that the Capital Improvement Fees may be lawfully imposed and collected in such amounts and shall be applied as provided in this Agreement, the Note and the Resolution.

(i) Additional Debt. No Additional Debt may be issued or incurred without the express written consent of the Bank.

Section 3.02 Registration and Exchange of Note. The ownership of the Note may only be transferred in whole, and the Issuer will transfer the ownership of the Note, upon written request of the Lender to the Issuer specifying the name, address and taxpayer identification number of the transferee, and the Issuer will keep and maintain at all times a record setting forth the identification of the owner of the Note. For every such exchange or transfer of the Note, the Issuer may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Person in whose name the Note shall be registered shall be deemed and regarded the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 3.03 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Lender furnishing the Issuer proof of ownership thereof, an affidavit of lost or stolen instrument and indemnity reasonably satisfactory to the Issuer and paying such expenses as the Issuer may reasonably incur in connection therewith.

Section 3.04 Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will timely pay the principal of and interest on and any prepayment

premium or fee on the Note, at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and of the Note, provided that the Issuer may be compelled to pay the principal of and interest on and any prepayment premium or fee with respect to the Note solely from the Pledged Funds, and nothing in the Note, this Agreement or the Resolution shall be construed as pledging any other funds or assets of the Issuer to such payment or as authorizing such payment to be made from any other source. The Issuer is not and shall not be liable for the payment of the principal of and interest on the Note and any prepayment premium or fee with respect to or for the performance of any pledge, obligation or agreement for payment undertaken by the Issuer hereunder, under the Note or under the Resolution from any property. The Lender shall not have any right to resort to legal or equitable action to require or compel the Issuer to make any payment required by the Note or this Agreement from any source other than the Pledged Funds and only to the extent and in the manner provided herein. The Loan shall not be secured by or paid from, directly or indirectly, tuition, financial aid fees, the Florida College System Program Fund, or any other operating revenues of the Issuer.

Section 3.05 Security. The payment of the principal of, premium, if any, and interest on the Note and all other amounts due and payable under this Agreement and the Note shall be secured by an irrevocable lien on the Pledged Funds, all in the manner and to the extent provided herein and in the Resolution. The Issuer does hereby pledge such Pledged Funds to the principal of, premium, if any, and interest on the Note and for all other payments provided for herein.

Section 3.06 Establishment of Funds and Accounts. The Issuer hereby establishes, or has previously established, (a) a separate account established pursuant to Section 1009(22)(6)(a), Florida Statutes which the Capital Improvement Fees are deposited upon receipt, and referred to herein as the "Revenue Fund"; (b) a fund to be known as "The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Debt Service Fund" (the "Debt Service Fund"); and (c) a fund held in an account with the Lender to be known as "The College of the Florida Keys Taxable Revolving Line of Credit Note, Series 2022 Project Fund" (the "Project Fund").

Moneys in the Debt Service Fund and the Project Fund, until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the registered owner of the Note and for the further security of such registered owner. Moneys in the Revenue Fund shall not be subject to any lien in favor of the registered owner of the Note.

Section 3.07 Application of Note Proceeds. The proceeds of the Note shall be deposited into the Project Fund upon receipt and shall be applied to pay the Costs of the Project, and until so applied, may be invested in investments authorized by law and meeting the Issuer's investment policy, which investments shall mature no later than the date on which the moneys therein shall be needed for Costs of the Project. Any funds on deposit in the Project Fund upon completion of the Project and determined by the Issuer not to be needed for the Project shall be transferred by the Issuer to the Debt Service Fund.

Section 3.08 Separate Accounts. Except as prohibited by law, the moneys required to be accounted for the funds established herein may be deposited in a single bank

account, and funds allocable to any fund or account established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

Except as required by applicable law, the designation and establishment of any funds or accounts and by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

Section 3.09 Flow of Funds. The Capital Improvement Fees will be deposited upon receipt into the Revenue Fund, as required by Sections 1009.22(6), Florida Statutes. Amounts on deposit in the Revenue Fund shall be used only for the purposes permitted by Sections 1009.22(6), Florida Statutes. The Issuer hereby covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit each month to the credit of the Debt Service Fund in a timely manner as needed to pay debt service on the Note, Capital Improvement Fees in an amount which is equal to the debt service with respect to the Note next coming due. Such covenant and agreement on the part of the Issuer to budget and appropriate sufficient amounts of Capital Improvement Fees shall be cumulative, and shall continue until such Capital Improvement Fees in amounts sufficient to make all required payments hereunder and under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the Debt Service Account. The Issuer shall apply all moneys on deposit in the Debt Service Fund to the timely payment of the principal of, premium, if any, and interest on the Note and other amounts due and payable under this Agreement and the Note. Funds in the Debt Service Fund may be invested in investments permitted by law and meeting the requirements of the Issuer's investment policy and that mature not later than the dates that such funds will be needed for the purposes of such Fund.

Section 3.10 Officers and Employees of the Issuer Exempt from Personal Liability. No personal recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any member of the Board, officer, agent or employee, as such, of the Issuer, past, present or future, it being expressly understood (a) that the obligation of the Issuer under this Agreement and under the Note is solely a corporate one, limited as provided herein, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Board, officers, agents, or employees, as such, of the Issuer, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Board, officer, agent, or employee, as such, of the Issuer under or by reason of the obligations, covenants or agreements contained in this Agreement and under the Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the Issuer.

Section 3.11 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the nominal date of payment.

ARTICLE 4 CONDITIONS OF LENDING

The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

Section 4.01 Representations and Warranties. The representations and warranties of the Issuer set forth in this Agreement and the Note are true and correct on and as of the date hereof.

Section 4.02 No Default. On the date of issuance of the Note, the Issuer shall be in compliance with all the terms and provisions set forth in this Agreement and the Note on its part to be observed or performed, and no Event of Default or any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

Section 4.03 Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

- (a) The opinion of the attorney for the Issuer, regarding the due adoption, validity and enforceability of the Resolution, this Agreement and the Note, the validity and enforceability of this Agreement and the Note, and such other items as the Lender shall reasonably request;
- (b) The Note;
- (c) A certified copy of the Resolution; and
- (d) Such additional supporting documents as the Lender may reasonably request.

ARTICLE 5 FUNDING THE LOAN

Section 5.01 The Loan. The Lender hereby agrees to lend to the Issuer up to the Maximum Commitment Amount to provide funds for the purposes described herein upon the terms and conditions set forth in this Agreement. The Issuer agrees to repay the principal amount borrowed plus interest thereon upon the terms and conditions set forth in this Agreement and the Note.

Section 5.02 Description and Payment Terms of the Note. To evidence the obligation of the Issuer to repay the Loan, the Issuer shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit "A." Prepayment of principal may be made only as provided in the Note and the rate of interest on the Note, including any adjustments thereto, shall be as provided in the Note.

Section 5.03 Requisitions for Advances; Other Conditions.

(a) Upon three (3) Business Days' written notice to the Lender, the Issuer may borrow an aggregate principal amount from time to time up to the Maximum Commitment Amount of the Note, by requesting Advances hereunder and under the Note, provided that no Advance will be made after the Final Maturity Date. Amounts advanced and repaid may be re-advanced, provided, however, at no time shall the Loan exceed the Maximum Commitment Amount. The aggregate principal amount of each Advance shall be not less than \$25,000 or in such lesser amounts equal to the Available Commitment Amount. The Issuer's obligation to pay the principal of, and interest on the Advances made hereunder shall be evidenced by the Note and the records of the Lender, updated for each Advance and each principal repayment, which shall be conclusive absent manifest error. Any request for any Advance received by the Lender after 2:00 p.m. Eastern time shall be deemed received on the next Business Day.

(b) The Lender shall not be obligated to Advance any funds unless (i) as of the date of such Advance, no Event of Default has occurred and is continuing and no event has occurred which, with the passage of time or giving of notice or both, would constitute an Event of Default (a "Default"); (ii) the Issuer delivers to the Lender a written request for such Advance, in substantially the form attached as Exhibit B hereto, executed by an Authorized Officer indicating the amount of the Advance requested, the date on which such Advance is to be made, and certifying that (A) the representations and warranties in this Agreement are true and correct on the date of such Advance, and (B) no Event of Default or any event that, upon notice or lapse of time or both, would constitute such an Event of Default has occurred and is continuing as of the date of such Advance.

(c) Upon the satisfaction of the applicable conditions set forth herein, the Lender will make the proceeds of each Advance available to the Issuer on the date specified in the applicable request for an Advance by crediting the proceeds of such Advance to Issuer's operating account with Lender by close of business of the date in immediately available funds, or in such other manner as requested in the request for the Advance and approved by the Lender.

Section 5.04 Computation of Interest and Fees; Application of Payments.

All computations of interest and fees hereunder shall be made on the basis of a year for 360 days for the actual number of days per month. All payments made on the Note shall be applied first to interest accrued to the date of payment and next to the unpaid principal balance.

Section 5.05 Fees. The Issuer shall pay to the Lender on or before the date of the issuance of the Note a one-time fee of \$12,500. The Lender shall pay the fees of its counsel and the Issuer shall pay the fees of its counsel related to the issuance and delivery of this Agreement and the Note.

ARTICLE 6 EVENTS OF DEFAULT

Section 6.01 General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the Note when the same shall become due and payable, and such non-payment has not been cured within five (5) days after receiving written notice from Bank of such non-payment; or

(b) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 6.01, which default or non-compliance shall continue and not be cured within ninety (90) days after written notice thereof to the Issuer by the Lender; or

(c) Any representation or warranty made in writing by or on behalf of the Issuer in this Agreement or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Section 6.02 Effect of Event of Default. Upon an Event of Default, the Lender may either at law or in equity, by suit, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in the Note and this Agreement, may accelerate all payments due under the Note and may enforce and compel the performance of all duties required by the Note, this Agreement or by any applicable statute to be performed by the Issuer for performance hereunder or under the Note. All payments made on the Note, after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Lender may have incurred in protecting or exercising its rights under the Loan Documents and the balance thereof shall apply to the principal sum due.

ARTICLE 7 MISCELLANEOUS

Section 7.01 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder or under the Note shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 7.02 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Lender and the Issuer. The Issuer agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Issuer's request or behest.

Section 7.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Issuer in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 7.06 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to the Notice Address.

Section 7.07 Applicable Law; Venue. This Agreement shall be construed pursuant to and governed by the substantive laws of the State. The Issuer and the Lender waive

any objection either might otherwise have to venue in any judicial proceeding brought in connection herewith lying in Monroe County, Florida or the applicable appellate courts.

Section 7.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Issuer shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 7.09 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 7.10 Attorneys Fees. To the extent legally permissible, the Issuer and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement or the Note (including any appeal(s)), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the other party.

Section 7.11 Entire Agreement. Except as otherwise expressly provided, this Agreement and the Note embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.12 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 7.13 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE NOTE AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

THE COLLEGE OF THE FLORIDA KEYS

By: _____
Name: Dr. Jonathan Gueverra
Title: President

ATTEST:

By: _____
Name: Dr. Brittany Snyder
Title: Executive Vice President

FIRST HORIZON BANK

By: _____
Name: Michele White
Title: Senior Vice President

EXHIBIT "A"

FORM OF NOTE

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE REVOLVING LINE OF CREDIT AGREEMENT REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT TO A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933.

TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2022

THE COLLEGE OF THE FLORIDA KEYS (the "Issuer"), a Florida College System institution and a political subdivision of the State of Florida, created and existing under the laws of the State of Florida, for value received, promises to pay, but solely from the sources hereinafter provided, to the order of First Horizon Bank or registered assigns (together with any other registered owner of this Note, hereinafter, the "Lender"), the principal sum of FIVE MILLION DOLLARS (\$5,000,000) or such lesser amount as shall have been advanced and shall be outstanding hereunder, together with interest on the principal balance outstanding at the Interest Rate (defined below), calculated based upon a year of 360 days for the actual number of days per month, such amounts to be payable as provided herein. This Taxable Revolving Line of Credit Revenue Note, Series 2022 (this "Note") is issued pursuant to the Resolution of the Board of Trustees of the Issuer adopted on November 29, 2022 (the "Resolution") and in conjunction with a Revolving Line of Credit Agreement, dated of even date herewith, between the Issuer and the Lender (the "Revolving Line of Credit Agreement") and is subject to all the terms and conditions of the Revolving Line of Credit Agreement. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto, or referenced, in the Revolving Line of Credit Agreement.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at the Principal Office or such place as the Lender may designate in writing to the Issuer, without presentment.

As used in this Note:

"Default Rate" shall mean the lesser of 18% and the maximum rate permitted by law.

"Interest Rate" means 7.50% per annum; provided, however, that the upon an Event of Default, the Interest Rate shall be the Default Rate.

The Issuer shall pay the Lender interest on the outstanding principal balance of this Note on January 2, 2023 and on the first day of each calendar month thereafter, to and including the Final Maturity Date (hereafter defined). If any date for the payment of principal or interest is not a Business Day, such payment shall be due on the next succeeding Business Day in the manner provided in the Revolving Line of Credit Agreement.

The entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on November 29, 2025, or such later date to which the Revolving Line of Credit Agreement may be extended or renewed in the sole discretion of the Lender by written notice from the Lender to the Issuer (the "Final Maturity Date") but in no event shall the maturity date exceed seven years from the original date of issuance or as otherwise permitted under Section 1009(22)(6)(a), Florida Statutes.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due; provided, however, in an Event of Default, payment shall be applied in accordance with Section 6.02 of the Revolving Line of Credit Agreement.

Notwithstanding the foregoing, in no event shall the Interest Rate exceed the maximum rate permitted by applicable law.

The Issuer may prepay this Note in whole or in part on any Business Day upon (2) Business Days' prior written notice to the Lender. Such prepayment notice shall specify the amount of prepayment which is to be made.

This Note is a revolving line of credit. Principal amounts advanced and repaid under this Note may be readvanced; provided, however, the principal amount outstanding at any given time shall not exceed the Maximum Commitment Amount. To the extent that the amounts outstanding hereunder exceed the Maximum Commitment Amount such excess amount shall be immediately due and payable.

Notwithstanding anything in this Note or the Revolving Line of Credit Agreement to the contrary, upon payment or prepayment in full of this Note, the Lender shall not be required to surrender or cancel this Note until it has received all amounts due and payable hereunder and under the Revolving Line of Credit Agreement.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

This Note is payable solely from the Pledged Funds to the extent provided in the Revolving Line of Credit Agreement and subject to the pledge of the Pledged Funds as more specifically provided in the Resolution and the Revolving Line of Credit Agreement. Notwithstanding any other provision of this Note, the Issuer is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than as provided in the Revolving Line of Credit Agreement and the Resolution.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE REVOLVING LINE OF CREDIT AGREEMENT OR THE RESOLUTION TO THE CONTRARY, NEITHER THIS NOTE NOR THE REVOLVING LINE OF CREDIT AGREEMENT SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN

THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE REVOLVING LINE OF CREDIT AGREEMENT. THE ISSUER HAS NO TAXING POWER.

All terms, conditions and provisions of the Revolving Line of Credit Agreement are by this reference thereto incorporated herein as a part of this Note.

This Note may be exchanged or transferred but only as provided in the Revolving Line of Credit Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Note is November 30, 2022.

THE COLLEGE OF THE FLORIDA KEYS

(SEAL)

By: _____
Title: President

ATTEST:

By: _____
Title: Executive Vice President

EXHIBIT B

REQUISITION NO. ____

THE COLLEGE OF FLORIDA KEYS
TAXABLE REVOLVING LINE OF CREDIT REVENUE NOTE, SERIES 2022
REQUISITION FOR ADVANCES

The College of Florida Keys (the "Issuer"), pursuant to that certain Revolving Credit Agreement (the "Agreement") dated November 30, 2022 between the Issuer and First Horizon Bank (the "Lender"), does hereby make application to the Lender under the Agreement for disbursement of funds to pay a portion of the costs of the Project (all terms used herein in capitalized form having the meanings given to those terms in the Agreement) in the following manner:

Amount Requested: \$_____

Date Advance to be made: _____

Proceeds of the Advance to be distributed as follows:

- Wire Transfer (Account Number _____, Routing Number _____)
- Check sent to _____, _____, _____, or such other address as attached hereto.
- Account Transfer (Account Number _____)

The identified repayment source (specific grant or other) is _____.

The status of said repayment source is _____.

All representations and statements made herein are for the benefit of the Lender and the other parties related to the issuance of the Note and may not be relied upon by third parties.

The undersigned certifies that:

- (i) No Event of Default under the Agreement has occurred and is continuing and there exists no event or condition which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Agreement; and
- (ii) All representations and warranties of the Issuer contained in the Agreement are true and correct as of the date hereof.

Dated as of _____, 20__.

THE COLLEGE OF FLORIDA KEYS

By: _____
Name: _____
Title: _____



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/16/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: CDW Subscription Agreement - Request for Approval

Open Value Subscription Agreement for Education Solutions

Agreement number
Microsoft to complete

Previous Enrollment or
Agreement number
Reseller to complete

This agreement must be attached to a signature form to be valid.

Please note: The Open Value Subscription Agreement for Education Solutions is a simplified alternative in electronic agreement format to the Campus and School Agreement with the Enrollment for Education Solutions.

This Open Value Subscription Agreement for Education Solutions is entered into by the entities identified on the signature form.

Licensing Institution information

Institution ID: 8AEBE141

Entity name* The College of the Florida Keys

Contact name: First* Randy **Last*** Redmond

Contact email address* Randy.redmond@cfk.edu

Street address* 5901 College Road

City* Key West

State/Province* FL

Postal code* 33040-4315

Country* United States

Phone (305) 809-3197

Tax ID (if applicable)

**indicates required field*

The personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

Notices contact and online administrator

This contact (1) receives all contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Entity name* The College of the Florida Keys

Contact name: First* Randy **Last*** Redmond

Contact email address* Randy.redmond@cfk.edu

Street address* 5901 College Road

City* Key West

State/Province* FL

Postal code* 33040-4315

Country* United States

Phone (305) 809-3197

This contact is a third party (not Institution)

Note: This contact receives personally identifiable information of Institution.

**indicates required field*

This agreement consists of (1) the terms and conditions of this agreement, (2) the Product Terms, (3) the Use Rights, (4) any orders submitted under this agreement, (5) the signature form, and (6) the Microsoft Qualified Educational User Definition located at <http://www.microsoft.com/licensing/contracts>.

A. Select a purchasing option and license period.

Customer must select at least one Enterprise Product or Enterprise Online Service from the product categories below to cover all Qualified Devices and/or Qualified Users, depending on the License type. Customer's Enterprise must have a minimum of 5 Qualified Devices or Qualified Users. *To qualify for the platform discount, check all three product categories.*

OS	<input checked="" type="checkbox"/> Please see the Product Terms for current Windows Desktop Operating System options
Office Applications	<input checked="" type="checkbox"/> Please see the Product Terms for current Office Desktop Applications and Office 365 Applications options
Office 365 / CAL Suites	<input type="checkbox"/> Please see the Product Terms for current Office 365 Suite and CAL Suite options

Desktop qualifies for up-to-date (UTD) discount (attach UTD discount form).

Please select only one of the following two initial Licensed Period options:

<input type="checkbox"/> 12 full calendar months Licensed Period	<input checked="" type="checkbox"/> 36 full calendar months Licensed Period
--	---

B. Defining Institution's Organization (select only one option).

Institution must define its Organization by choosing one of the options below. If Institution chooses to enroll only specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or clearly defined User group names. If the department, school location or clearly defined User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school includes the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

- Institution only
- Institution and all of its Affiliates
- Institution *plus* the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
- The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

Please indicate whether the Institution's Organization will include all new Affiliates acquired after the start of this agreement: Include future Affiliates

C. Identify Institution price level.

- Check this box if Institution's Organization-wide Count is at least 1000, in order to qualify for the next price level.

D. Identify the Subscriptions manager and Software Assurance and online services managers (if different from notices) (if different from notices).

- a. Software Assurance manager.** This contact will receive online permissions to manage the Software Assurance benefits under this agreement.

Entity name*
Contact name: First* Last*
Contact email address*
Street address*
City*
State/Province*
Postal code*
Country*
Phone

**indicates required field*

- b. Subscriptions manager.** This contact will assign MSDN Subscription Licenses to the individual subscribers under this agreement. Assignment of the Subscription Licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Entity name* The College of the Florida Keys
Contact name: First* Last* Randy Redmond
Contact email address* Randy.redmond@cfk.edu
Street address* 5901 College Road
City* Key West
State/Province* FL
Postal code* 33040-4315
Country* United States
Phone (305) 809-3197

**indicates required field*

- c. Online Services manager.** This contact will be provided online permissions to manage the online services ordered under this agreement.

Entity name*
Contact name: First* Last*
Contact email address*
Street address*
City*
State/Province*
Postal code*
Country*
Phone

**indicates required field*

E. Identify Institution's reseller and distributor.**a. Reseller.**

Entity name* CDW Logistics LLC.
Contact name: First* Erin **Last*** Richards
Contact email address* erin.richards@cdw.com
Street address* 20750 Civic Center Drive Suite 590
City* Southfield
State/Province* MI
Postal code* 48076
Country* United States
Phone (469) 288-9098
**indicates required field*

b. Distributor.

Entity name* Tech Data
Contact name: First* CASA **Last*** Administrator
Contact email address* casa@techdata.com
Street address* 16202 Bay Vista Dr
City* Clearwater
State/Province* FL
Postal code* 33760-3126
Country* United States
Phone 800-237-8931x82031
**indicates required field*

Name of Microsoft contracting Affiliate and notices contact information for Microsoft

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkways
Reno, Nevada 89511
USA

Physically Submitted

Terms and Conditions

1. Definitions.

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this agreement.

“Affiliate” means

- a. If Institution is a non-public entity, then, with regard to Institution, "Affiliate" means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that Institution owns or controls, that owns or controls Institution, or that is under common ownership or control with Institution.
- b. If Institution is a public entity, then, with regard to Institution, "Affiliate" means, any Qualified Educational User that is:
 - (i) within the administrative control or supervision of Institution, or
 - (ii) expressly authorized by Institution to purchase as its affiliate.
- c. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, “Healthcare Institutions”), “ownership” means more than 50% ownership, and “control” means the right granted by law to exercise decision-making authority over the administrative, financial, and operational affairs of another. For Healthcare Institutions, “ownership” means that Institution is the sole owner of the Healthcare Institution, and “control” means that Institution is the only entity exercising control over the Healthcare Institution’s day-to-day operations.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through Institution’s use of the Online Services.

“Defined Region” means the geographical region as defined on the regional listing located at <http://www.microsoft.com/licensing/licensing-options/open-regional.aspx> where Institution is organized and operated.

“Desktop Platform Product” means any Product available in the Defined Region and identified in the Product Terms as such and that Institution chooses to license under this agreement. Desktop Platform Products may only be licensed on an Organization-wide basis under this agreement.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Institution under this agreement. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by the Institution under this agreement. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Organization-wide basis under this program.

“Faculty” means any employees, contractors and volunteers who teach or perform research for Institution and uses a Qualified Device.

“Fix(es)” means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as service packs) or that Microsoft provides to Institution when performing services to address a specific issue.

“Graduate” means a Student who has completed (1) a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered

into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" includes all participating schools in the same district.

"License" means the right to download, install, access, and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Licensed Period" means the period of time beginning on the effective date of this agreement and continuing for the period of time specified in this agreement (either 12 or 36 full calendar months).

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Microsoft" means the Microsoft Affiliate that has entered into this agreement and its Affiliates.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Organization" means the organization as defined by Institution in Section B above ("Defining Institution's Organization").

"Organization-wide Count" means the total quantity of Faculty and Staff in the Organization. Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.

"Previous Enrollment or Agreement" means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"Professional Services" means Product support services and Microsoft consulting services provided to Institution under this agreement. "Professional Services" does not include Online Services.

"Qualified Device" means a device that is used for the benefit of Institution's Organization or by for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, Institution may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Enterprise Products or Online Services Institution has selected.

"Qualifying Enrollment or Agreement" means an Enrollment for Education Solutions or an Open Value Subscription Agreement for Education Solutions, the minimum requirements of which were met (i.e. a Qualifying Enrollment was not used) and that was entered into by Institution or Institution's Affiliate, each active and valid upon signing this agreement. Institution must have been included in the Organization under an Enrollment for Education Solutions or Open Value Subscription Agreement for Education Solutions that is used as the Qualifying Enrollment or Agreement.

"Qualified User" means a User who (1) is a user of a Qualified Device or (2) accesses any server software or online services licensed within Institution's Organization. It does not include a person who accesses server software or online services solely under a license identified in the Qualified User exemptions in the Product Terms.

“Services Deliverables” means any computer code or materials, other than Products or Fixes, that Microsoft leaves with Institution at the conclusion of Microsoft’s performance of Professional Services.

“SLA” means Service Level Agreement, which specifies the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service. The SLA is available at the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services or Services Deliverables, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as described in the Product Terms.

“Software Updates” means additional or replacement code for any portion of a Product that Microsoft may make available to the general public without a fee from time to time.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Device.

“Student” means any individual enrolled in any educational institution that is part of Institution’s Organization, whether on a full or part-time basis.

“Student Count” means the total quantity of Students in the Organization. Institution must count a full-time Student as 1 and a part-time Student as 1/3.

“Student Qualified Device” means a Qualified Device owned, leased or controlled by a Student, or owned, leased or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, or otherwise interact with.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

“Users” means Institution, Faculty, Staff, and Students designated in this agreement to run the Products and members of the public who access devices located in Institution’s open access labs or libraries.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Pricing.**

a. **Discounts.** Microsoft offers savings:

(i) **Platform Discount.** if Institution selects a desktop platform, and/or;

(ii) **Up-to-date Discount.** If Customer has acquired a fully-paid, perpetual license to the current version of an Enterprise Product or desktop platform Product under another licensing program and orders the same Product under a new three-year Open Value Subscription agreement, Microsoft offers a one-time-only reduced price (the price it charges its distribution channel) on the first year payment. Please see the Product Terms for a list of Products and versions eligible for the “Up-to-date” (UTD) discount. Customer is required to provide proof of licensing for the quantity that will qualify for the discount.

b. **Product price and payment terms set by Institution’s reseller.** Institution’s prices for each Product will be established by its reseller.

- c. **Prices to channel.** Microsoft's price to its distribution channel for a particular Product is established at the time the Product is first ordered and is re-established at renewal.
- d. **One-year Licensed Period.** Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Agreement for the same Products in the same quantities as ordered in the expiring Licensed Period.

3. **Licenses for Products.**

- a. **Licensing options.** The Organization must license Desktop Platform Products based on at least one of the following options: Faculty and Staff or Students. For the Faculty and Staff option, Institution's order quantity for Desktop Platform Products must be the Organization-wide Count, and for the Student option the Student Count. The Desktop Platform Product versions or SKUs (stock keeping units) included in Institution's initial order determine the Organization's license rights for such Products.
- b. **License grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to install and use software Products and to access and use the Online Services, each in the quantity ordered under this agreement. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.
- c. **Use by Affiliates.** Institution may sublicense its Licenses for Products to any Affiliates located in Institution's Defined Region, but Affiliates may not sublicense these rights and their use must be consistent with the terms contained in this agreement.
- d. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when this agreement is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses. For Online Services, the duration of the Subscription License starts at the time of Product activation and not the time of order and the Subscription License will remain subject to the terms of this agreement and the applicable Use Rights notwithstanding the termination or expiration of this agreement.
- e. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of this agreement will apply to Institution's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Institution chooses to have those changes apply.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term in the Product Terms.
- f. **Downgrade rights.** Institution may use an earlier version of a Product than the version that is current on the effective date of this agreement. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version will apply with respect to those features.
- g. **License confirmation.** This agreement, Institution's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be Institution's evidence of all Licenses obtained under this agreement.

- h. **Non-Microsoft software and technology.** The Organization is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. The Organization may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.
- i. **Restrictions on use.** The Organization may not (and must not attempt to) reverse engineer, decompile, or disassemble the Product or Fix. Except as expressly permitted in this agreement, The Organization must not (1) separate and run parts of a Product on more than one computer, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or host any Product or Fix.

4. **Qualifying systems Licenses**

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which the Organization runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms at <http://www.microsoft.com/licensing/contracts>.

5. **How to order Products.**

- a. **Choosing a reseller.** Institution must choose and maintain a reseller authorized in Institution's Defined Region.
- b. **Sign this agreement.** Institution will be directed to a password protected Microsoft Web site to accept this agreement and allow its reseller to place Institution's order. Institution will receive an agreement confirmation which will indicate Microsoft's acceptance of the agreement. The agreement confirmation may be sent by email. After the reseller places Institution's first order, Institution will receive an order confirmation. This agreement will be terminated if Institution fails to place an order within 30 days of the agreement confirmation date. If Institution is unable to access Microsoft's Web site, Institution should contact its reseller.
- c. **Minimum order requirements for OVS-ES.** Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for the Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.

The minimum requirements listed above are waived if Institution has a Qualifying Enrollment or Agreement.

- d. **Minimum order requirements.** Institution must submit an order within 30 days of the effective date of the Enrollment. Institution may subsequently submit orders for Products that were not part of its initial order, provided Institution orders such Products in the same calendar month in which the Organization initially uses them. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:
 - (i) Initial orders, anniversary orders, and extension orders must contain at least one Desktop Platform Product for the Organization-wide Count or Student Count, as applicable. The Organization-wide count and/or Student count as applicable must be at least 5 licenses.
 - (ii) Orders for Desktop Platform Products and all component products that are part of the Desktop Platform Products must be for Institution's then-current Organization-wide Count.

- (iii) Additional Products must be ordered in exact quantities needed (in any quantity.) Certain Additional Products may instead be ordered for the Organization-wide Count, as described in the Product Terms.
 - (iv) Products offered under the Student Offering must be ordered for the full Student Count, with the exception of certain Products designated in the Product Terms.
 - (v) From time to time, Microsoft may offer additional licensing options for Students based on Licenses for Products ordered for Institution's Organization-wide Count, which will be described in the Product Terms.
- e. Adding more copies of Products previously ordered**
- (i) For Desktop Platform Products, and Additional Products licensed Organization-wide, and products offered under the Student offering, Institution does not need to submit orders to increase the number of copies run. However, increases in Organization-wide Count or Student Count, as applicable, must be reported at each anniversary of the agreement effective date.
 - (ii) Other Additional Products (i.e., not licensed Organization-wide) are licensed based on the number of Licenses acquired. At any time during the Licensed Period (including any extension), The Organization may run additional copies of any previously ordered Additional Products, provided Institution submits orders for such copies. The order must be placed in the month in which those copies are first run.
- f. Extension orders and subsequent annual orders.** Institution must submit orders based on the following:
- (i) **One-year Licensed Period.** An extension order must be submitted to extend the agreement for another Licensed Period. The extension order must be received by Microsoft prior to the expiration of the Licensed Period. The selection and quantity of individual Products ordered, not the Product categories selected in section A above, can be changed at each extension order.
 - (ii) **Three-year Licensed Period.** An anniversary order must be received by Microsoft prior to each anniversary of the agreement effective date, and a subsequent extension order must be received by Microsoft prior to the expiration of the initial three-year Licensed Period. Each anniversary order must be for at least the same Product selection and total quantity as ordered during the one-year period in which each Product was first ordered, except for step-ups and any additional products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.
- g. How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this agreement, the contact identified for this purpose will be provided access to this site.
- h. Step up to a higher Product edition.** If a previously ordered Product has multiple editions, The Organization may migrate to the higher edition by stepping up. The order requirements set forth in subsection 5(e) above apply to step-ups for both Desktop Platform Products and Additional Products.
- i. Pay for orders.** Institution must pay its reseller for the Products ordered.
- j. Changing a reseller.** If Institution discontinues its relationship with a reseller, Institution must choose a replacement reseller in Institution's Defined Region. If Institution intends to change its reseller, Institution must notify Microsoft and the former reseller in writing on a

form that Microsoft provides at least 30 days prior to the date on which the change is to take effect.

6. **Transfer and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Institution may transfer fully-paid perpetual licenses to:
 - (i) an Affiliate located in the same Defined Region as Institution, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the licenses have been assigned as part of (1) a divestiture of an Affiliate or a division of an Affiliate or (2) a merger involving Institution or an Affiliate.
- b. **Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, the applicable Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

7. **Term and termination.**

- a. **Effective date.** This agreement will be effective on the date it is accepted by Microsoft unless a Qualifying/Previous Enrollment or Agreement number is provided at the top of this agreement. In that case, the effective date will be one day following the expiration of the Qualifying/Previous Enrollment or Agreement.
- b. **Term.** This agreement ends 12 or 36 full calendar months from the effective date. The term is indicated in Section A of this agreement titled "Select a purchasing option and license period." Microsoft will provide Institution prior written notice advising of the extension and buy-out options.
- c. **Termination for Cause.** Either party may terminate this agreement only in the event of a material breach by the other party. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days prior written notice and opportunity to cure.
- d. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- e. **Effect of termination or expiration.** If the agreement is terminated, or Customer does not exercise the buy-out, or allows the agreement to expire, then all copies of the Products licensed under this agreement must be deleted and destroyed. Microsoft may request written certification of the deletion and destruction.

- f. **Program updates.** Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement at the time of an agreement extension.

8. **How to renew this agreement.**

- a. **Renew agreement by extension.** Institution has a one-time option to extend this agreement and place additional orders under it for one additional term of 36 full calendar months. If Institution wishes to renew this agreement, it must submit a renewal order prior to or at the expiration of the first term. The renewal will start the day after the first term ends. If Microsoft makes a change to this program, Institution may have to enter into a new agreement.
- b. **Renew agreement by executing new agreement.** If Institution wishes to continue its subscription after the agreement expires, it must submit a new order prior to or at the expiration of the agreement term. The new agreement will start the day after the existing agreement ends.

9. **Buy-out.**

Institution may elect to obtain perpetual Licenses for Products after subscribing for three or more consecutive years under the Open Value Subscription program through several one-year License Periods or a three-year License Period or combination of both. The buy-out order can be placed only at the end of the agreement term. Institution must submit an order to the reseller at least 30 days before the end of that term and pay the buy-out price. The buy-out price is determined by agreement between Institution and its reseller.

The buy-out order quantity for Licenses for Desktop Platform Products shall be at least equal to the Organization-wide Count but shall not exceed the total quantity of Institution Qualified Devices in its Organization on the date of the buy-out order. The buy-out order quantity for Additional Products shall be the lowest total quantity of copies ordered during any of the three 12 month periods immediately preceding expiration of this agreement. The buy-out option is not available for Products licensed under the Student option.

Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through this buy-out option are device-based Licenses. The license grant in Section 3b above does not apply to such perpetual Licenses. For example, a License is required for each Qualified Device on which the Organization desires to run Office.

Institution's prices for buy-out Licenses will be the buy-out prices in effect for its price level for that Product as of the date that it places its first order for that Product or as specified with the initial order.

If Institution opts to buy out Licenses and desires to maintain Software Assurance coverage, Institution must renew Software Assurance on or before the end of the agreement term by signing a new license agreement.

10. **Confidentiality.**

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. Confidential Information does not include information that: (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect that other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship under this agreement. Neither party will disclose that information to third parties, except to its employees, Affiliates, resellers, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party

remains responsible for the use of the Confidential Information by its Representatives and in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

The obligations in this section apply for Customer Data until it is deleted from the Online Services, and for all other Confidential Information, for a period of five years after the Confidential Information is received.

11. Compliance with applicable laws, privacy, and security.

- a. Microsoft and Institution will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Institution or Institution's industry that are not also generally applicable to information technology services providers. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement.
- b. Institution may choose to provide personal information to Microsoft on behalf of third parties (including Institution's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Institution will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- c. The personal information Institution provides in connection with this agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Use Rights. Personal data collected through Products may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products, Institution consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
- d. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.

12. Warranties.

a. Limited warranties and remedies.

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.
- (iii) **Professional Services.** Microsoft warrants that it will perform Professional Services with professional care and skill. If Microsoft fails to do so and Institution notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will either re-perform the Professional Services or return the price Institution paid for them.

The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement. Including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Institution is permitted to redistribute.
- c. **DISCLAIMER.** Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

13. *Defense of third party claims.*

- a. **By Microsoft.** Microsoft will defend Customer against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of section 11 of this agreement. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or Fix Customer makes or any specifications or materials Customer provides; (iv) Customer's combination of a Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Customer's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this agreement; (vi) Customer's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes that are provided free of charge.
- b. **By Institution.** Institution will defend Microsoft against any claims made by an unaffiliated third party: (1) that any Customer Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; (2) that arises from violation of section 11 a violation of the legal rights of others, or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services; or (3) that are based on items excluded from Microsoft's defense obligations in section 13(a) above. Institution will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section 13(b).
- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Institution's use of the Product or Fix, Microsoft will seek to obtain the right for Institution to keep using it or modify or replace it with a functional equivalent, in which case Institution must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Institution's right to the Product or Fix and refund any amounts Institution has paid for those rights to Software or Fixes and, for Online Services, any amount paid for a usage period after the termination date.
- d. **Other terms.** The party being defended under this section 13 must notify the other party promptly of any claim subject to this section, give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section 13 are the exclusive remedies for the claims described in this section.

14. **Limitation of liability.**

- a. **General.** The total liability of each party, including its Affiliates and its contractors for all claims arising under this agreement is limited to direct damages up to the following amounts: (1) for each Product other than Online Services, the amount Institution was required to pay for the Product, and (3) for Online Services, the amount Institution paid for the Online Service during the 12 months before the cause of action arose; but in no event will a party's aggregate liability for any Online Service exceed the total amount paid for that Online Service. In the case of Products provided free of charge or previews, Microsoft's liability is limited to direct damages up to U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **Affiliates and contractors.** Microsoft and Institution agree not to bring any action against the other's Affiliates or contractors in respect of any matter which is disclaimed on their behalf in this Section. Each party will indemnify the other in the event of any breach of this provision.
- c. **EXCLUSION OF CERTAIN DAMAGES.** Neither party nor their Affiliates nor contractors will be liable for any indirect, consequential, special or incidental damages, or damages for lost profits, revenues, business interruption, or loss of business information in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- d. **Limits.** The limits and exclusions in this section 14 do not apply to either party's (1) obligations under section 13 or (2) liability for violation of its confidentiality obligations (except obligations related to Customer Data) or the other party's intellectual property rights.

15. **Verifying compliance.**

Institution must keep accurate and complete records relating to all use and distribution of the Products by Institution and its Affiliates. Microsoft may request that Institution conduct an internal audit of all Microsoft Products in use throughout the Organization, comparing the number of Products in use to the number of effective Licenses issued in its name. Following any audit, the Institution agrees to deliver to Microsoft a written statement signed by its authorized representative, certifying that either (1) it has sufficient Licenses to permit all usage disclosed by the audit, or (2) it has ordered sufficient Licenses to permit all usage disclosed by the audit. By requesting an internal audit, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law, including conducting an onsite audit.

16. **Making Copies of Products and re-imaging rights.**

- a. **General.** Institution may make as many copies of the Products as it needs to distribute the Products to Faculty and Staff or Students for use in accordance with the agreement. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution agrees to make reasonable efforts to notify individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.
- b. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged;

- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) re-imaged must be identical to the Product type from the separate source.
- (iv) Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any warranty or support obligation.

17. Redistribution of Software Updates to Students.

- a. License grant. Microsoft grants the Organization a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute Software Updates to Institution's Students in accordance with the terms of this section. The Organization's Students must use the Software Updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each Software Update.
- b. Redistribution of Software Updates. The Organization may redistribute Software Updates to its Students (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the Software Updates and access by the general public or (2) by acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.
- c. Limitations. The Organization may not (1) produce or replicate Software Updates on to CDs or other distributable storage media, (2) combine the Software Updates with other, non-Microsoft software, (3) distribute any Software Updates as a stand-alone component via email attachment, (4) charge for the Software Updates, other than to recover any reasonable costs incurred in providing the updates to its students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any Software Update; or (6) alter the Software Updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the Software Updates.
- d. Tracking and recall, replacement Software Updates. The Organization must track the quantity and method of distribution of the Software Updates by means that will allow Institution to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing Software Updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of Software Updates in the Organization's possession and (2) notify the Organization's Students of the recall by the same or similar means in which they were notified of the availability of the Software Updates.
- e. Replacement Software Updates. If Microsoft makes available to the Organization a replacement Software Update, the Organization agrees to make the replacement available to its Students, or Faculty and Staff, within 30 days of receipt in the same quantity and method(s) of distribution as the Organization made the original Software Update available. The distribution of replacement Software Updates is subject to the same conditions and restrictions as Software Updates under this section.
- f. No warranties. Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, Software Updates that the Organization redistributes to its Students are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the Software Updates are reasonable considering, among other

things, that the Software Updates are complex computer Products. Institution further acknowledges that the performance of the Software Updates will vary depending upon hardware, platform, and Products interactions and configurations.

- g. **Exclusion of damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO THE ORGANIZATION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES—INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.
- h. **Limitation of liability.** With respect to the Organization's redistribution of the Software Updates, the limitation of liability provisions in this agreement shall apply in those situations in which the Organization or its Users assert a right to damages or other compensation from Microsoft.
- i. **No support.** Institution understands that Microsoft has no obligation to provide any support for Software Updates that the Organization may redistribute to its Students, including any benefits accruing from Software Assurance.
- j. **Applicability.** The provisions of this section shall not apply to the distribution of Fixes to Students so long as the Fix distributed is for a Product the Students are authorized to run. All other redistribution of additional or replacement code to Students is subject to the provisions of this section.

18. **Miscellaneous.**

- a. **Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address in this agreement. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.
- b. **Assignment.** Customer may not assign this agreement either in whole or in part.
- c. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any Product. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- d. **Order of precedence.** In the case of a conflict between any documents identified in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Use Rights, (4) all orders submitted under this agreement, and (5) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- e. **Applicable law, venue, and jurisdiction.** The terms of this agreement are governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

- f. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- g. **Survival.** Provisions regarding ownership and license rights, Use Rights, restrictions on use, transfer of licenses, warranties, limitation of liability, defense of third party claims, confidentiality, compliance verification, obligations on termination or expiration, and this section titled "Miscellaneous" will survive termination or expiration of this agreement.
- h. **English language controls.** The English language version of this agreement controls.
- i. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability upon Microsoft.
- j. **Institution's responsibility for others using the Product; third parties that may benefit from this agreement.** Institution must use reasonable efforts to make its employees, agents, Affiliates, and others using the Product aware that the Product may be used only according to this agreement.

Certain sections of this agreement are for the benefit of Microsoft Affiliates. As a result, Microsoft and its Affiliates are entitled to enforce this agreement. Except for Microsoft Affiliates, this agreement does not create any enforceable rights by anyone other than Microsoft and Institution. Any representation or agreement made by Microsoft's Affiliates that would change the terms of this agreement must be in writing and signed by Microsoft's authorized representative.

- k. **Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors, or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory Services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses Institution orders, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders Institution places under this agreement.
- l. **Use of contractors.** Microsoft may use contractors to perform services, but Microsoft will be responsible for their performance subject to the terms of this agreement.
- m. **Insurance while performing Professional Services on Institution's premises.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Institution's premises via commercial insurance, self-insurance, or any other similar risk financing alternative. Microsoft will provide Institution with evidence of coverage on request.
- n. **Calendar days.** Any reference in this agreement to "day" will be a calendar day, except references that specify "business day".
- o. **FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.

Program Signature Form

Agreement number

V6017792

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Open Value Subscription Agreement for Education Solutions	X20-14265

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* The College of the Florida Keys Signature* _____ Printed First and Last Name* Printed Title* Signature Date*
Tax ID

** indicates required field*

Customer (Optional 2nd)
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title* Signature Date*
Tax ID

** indicates required field*

If Customer requires physical media, include the media form(s) with this signature form. For OV/OVS programs, products are available for online download from Volume Licensing Service Center.

After this signature form is signed by the Customer, send it and the Contract Documents to your Reseller, who must submit them to the Regional Operation Center. When the Agreement has been processed, Customer will receive a confirmation.

Prepared By: Madelyn Gulbransen
madegul@cdw.com



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: 11/16/22
TO: District Board of Trustees
FROM: Brittany Snyder, Executive Vice President and CFO
DEPARTMENT: Finance and Administration
SUBJECT: Governance Training – Request for Approval

Kathleen W. Schoenberg, P.A.
Payment Center
P.O. Box 894
Pittsfield, MA 01202

Item 14.

Telephone: (561) 350-3343
E-mail: kathleen@charterschooltraining.com

**GOVERNANCE TRAINING
INVOICE**

**** Please mail all payments to our payment center ****

**Kathleen W. Schoenberg, P.A.
P.O. Box 894
Pittsfield, MA 01202**

October 24, 2022

TO: College of the Florida Keys

Date	Matter	Total
10/24/22	Charter School Governance Training Distance Learning Program three-year subscription	\$500.00
	Total Due	\$500.00

Thank you for your business.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 16, 2022
TO: District Board of Trustees
FROM: Michael McPherson Ed.D., Vice President Academic Affairs
DEPARTMENT: Academic Affairs
SUBJECT: Division Report – Michael McPherson Ed.D.

Marine Science and Technology Division

Marine Resource Management (MRM)

Marine Resource Management (MRM) senior Rojas started her MRM capstone work this past summer with the National Oceanic and Atmospheric Administration's (NOAA) Monterey Bay National Marine Sanctuary, California. She recently had some of her projects published on the National Marine Sanctuaries website, which includes "virtual dives." From the NOAA website: "Dive in without getting wet! The National Marine Sanctuary System protects a network of underwater parks encompassing more than 620,000 square miles of marine and Great Lakes waters. Now, you can visit these amazing places in the blink of an eye. From the thriving kelp forests of Channel Islands to the treasured coral reefs of the Florida Keys, few places on the planet can compete with the wonders of the National Marine Sanctuary System."

Some of Rojas' projects can be accessed at the website below.
<https://sanctuaries.noaa.gov/vr/monterey-bay/>

Arts and Hospitality Division

Culinary Management Business

Dr. Vazquez attended the South Florida Innovation Day Conference located at the Alan B. Levan Nova Southeastern University Broward Center of Innovation on October 25, 2022. Dr. Vazquez was one of over 400 participants looking to network and attend leadership sessions. In addition, there were several panels that discussed south Florida economic development, funding opportunity in south Florida, and the South Florida founder's panel.



Dr. Jesus Vazquez (left) at the South Florida Innovation Day Conference.

Professor Penwell and Chef Juliusburger coordinated a cross-discipline experiential learning opportunity for students and community members. On November 15th, the College hosted the inaugural celebration of National Entrepreneur’s Day. Three panelists consisting of local entrepreneurs participated in the event. In addition, students from Garde Manger provided light refreshments to participants.



Letters

Dr. Emily Weekley had two poems published in the fall issue of *Willow Springs*, the literary magazine of Eastern Washington University. Willow Spring Management featured Dr. Weekley and provided a profile of the author.

Issue 90: Emily Schulten



A Profile of the Author

Notes on "Dismantling" and "Motels We Stay in While Trying to Get Pregnant: The Gables"

"Dismantling" is a poem that moved from a question of where the past has gone, tangibly, toward the question of where it has gone intangibly. So often, when something moves into the realm of the past, it seems emptiness – or something lesser – has been left in its place. I think the part of coming of age that involves the loss of things that were iconic – the end of icons – is a macrocosm for the personal losses that a person starts to realize are part of aging, particularly in middle age. The poem is an inspection of nostalgia's truth and lies.

About Emily Schulten

Emily Schulten is the author of *The Way a Wound Becomes a Scar* (Kelsay Books) and *Rest in Black Haw* (New Plains P). Her poetry and nonfiction appear widely in national journals such as *Ploughshares*, *Prairie Schooner*, *Colorado Review*, *The*

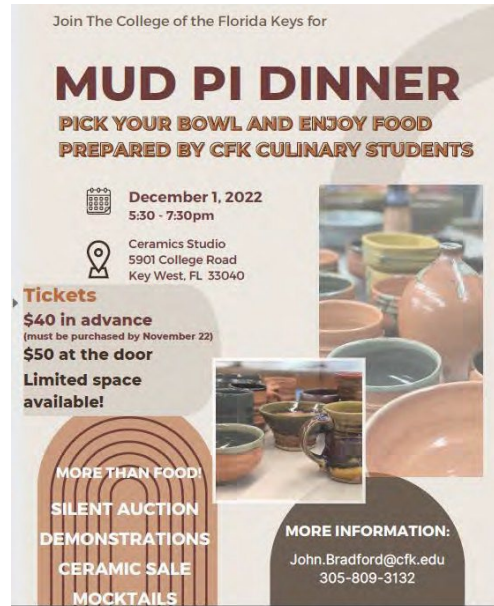


Two Poems by Emily Schulten

Found in Willow Springs 90 Back to Author Profile Dismantling They're taking off the head of the snake, and we are watching to remember what we [...]

Ceramics

The Mud Pi club is preparing for the annual Mud Pi Dinner. The event is scheduled for December 1 at the College's ceramics studio. For the first time, culinary students will be preparing food for the event. In addition, hospitality students will be competing in a mocktail competition and serving mocktails during the event.



Science & Nursing

Nursing and Health Sciences

The Department of Health conducted a site visit at the Upper Keys Center on October 28, 2022, as part of the approval process to offer Emergency Medical Technician and Paramedic Courses at the Upper Keys Center. There were no findings during the site visit.

The AS in Nursing program in the Upper Keys Center (UKC) admitted 20 Students into the Fundamentals cohort, five students into the Blue Group (students who need to complete pre-requisites before taking nursing core classes), and three LPN students into the first-year, second-semester cohort for a total of 28 UKC admissions for Spring 2023. The Key West Campus admitted 13 students into the Fundamentals cohort, six students into the Blue Group, and three LPN students into the first-year, second-semester cohort for 22 Key West Campus admissions for Spring 2023. For both locations, 33 students were admitted into the Fundamentals cohort, 11 students into the Blue Group, and six LPN students into the first-year, second-semester cohort, for a total of 50 admissions.

The RN to BSN program continues to admit students on a rolling basis. To date, the program has accepted four new students for Spring 2023 and one for Fall 2023.

Institute for Public Safety (IPS)

Key West Campus – Basic Law Enforcement Academy #82 completed their academy on November 3, 2022. This academy was a full-time agency-sponsored academy with Florida Fish and Wildlife Conservation Commission (FWC), Key West Police Department (KWPD), and Monroe County Sheriff's Office (MCSO). The graduation ceremony was held on Friday, November 18, 2022.

Marathon Off-Campus – Conducting Advanced Training Interviews and Interrogations course the week of November 14, 2022. Law Enforcement Officers from FWC and MCSO attended the course.

Upper Keys - Basic Law Enforcement Academy #81 graduated on October 28, 2022. Monroe County Sheriff's Office pinned three recruits (Mr. Pope, Mr. Guerrero, and Mr. Peterson) for conditional employment.

Upper Keys – Crossover Corrections to Basic Law Enforcement Academy #35 graduated on November 4, 2022.

Advanced Training Courses- The College provided training a course on Conducting Advanced Training Interviews and Interrogations the week of November 14, 2022, for current law enforcement officers from FWC and MCSO.



Crossover Academy #35

Learning Resource Center

This month the Learning Resource Center hosted National Entrepreneur's Day on November 14, 2022; an event hosted by Professor Conklin-Powell that featured a panel of local experts discussing various topics. Refreshments were provided by CFK culinary students. The event was streamed to the Upper Keys Center as well.

Director, Learning Resource Center, Neihouse, and Assistant Director, Learning Resource Center, Gonzalez, led database presentations for three sections of Instructor Allen's English Composition I class and Instructor Goulding's Student Success class.

In November, Director, Learning Resource Center, Neihouse hosted creative writing sessions in the Writing Center for students and community members to celebrate National Novel Writing Month.

The popular Geeks & Gamers club continued weekly meetings featuring an ongoing Dungeons & Dragons campaign and movie screenings.

Community Engagement & Testing



UKC apprentices pictured with Electrical Instructor Wayne Shannon (bottom row, second from right).

On November 14, 2022, Governor Ron DeSantis issued a proclamation observing November 14-20, 2022, as Apprenticeship Awareness and Appreciation Week. The CFK Apprenticeship Program at the Upper Keys Center (UKC) hosted a pizza party for the apprentices in appreciation for their hard work and commitment to the program. On track to become certified journey-level technicians, these apprentices now have strong career prospects that will benefit their future as well as the future of the Keys construction community.

Interdisciplinary Cooperation

Project ACCESS & Institute for Public Safety: The Story of Bryan Ramos

Bryan Ramos was admitted to The College of the Florida Keys and the Project ACCESS program this fall. Project ACCESS is a program designed for students with intellectual disabilities and autism to provide them with the skills they need to live an independent and full life after graduation. Bryan always had dreams of going to college and becoming a police officer.

Bryan shared his dreams with his Professor Alina Trueba and even spent time researching how to become a police officer for a class assignment. Professor Trueba immediately connected Bryan and an IPS instructor teaching the academy that day, Cory Krotenberg.

On Thursday, October 27, 2022, Bryan had an experience he will never forget; he was going to observe the Basic Law Enforcement academy while the recruits conducted their formation.

Before everything began, Bryan's mom approached Assistant Director Vanessa Herrera to share all the positive changes she has seen in Bryan since he joined Project ACCESS at The College of the Florida Keys.

Bryan uses a wheelchair and has limited mobility. Bryan's mom shared that she recently found Bryan sitting up in bed unassisted and doctors have told her that this would never happen, and they are calling it a miracle! She also shared that Bryan has been more motivated to try and walk with walker and has never been interested in doing so before. She attributes these positive changes to the experience he is having at CFK.



Project ACCESS student Bryan Ramos running drills with IPS recruits.

When Bryan stepped foot in the Upper Keys Center lobby that evening, he was immediately met with a fist bump and a hello from each of the Basic Law Enforcement Academy recruits. Bryan followed the recruits to the front of the building and was able to hold the guidon while the academy marched. Bryan led and followed the recruits in marches, and even instructed them to complete push-ups. He certainly felt like a leader that day and knew he wasn't going to get much sleep that night!

Assistant Director Herrera and Bryan want to continue working with the Institute for Public Safety to teach future officers what it is like to serve people with unique abilities. Our community is diverse, and it is important to serve and support everyone no matter their background or their ability.



Project ACCESS student Bryan Ramos (center) with IPS recruits.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: October 31, 2022
TO: District Board of Trustees
FROM: Michael McPherson, Vice President of Academic Affairs
DEPARTMENT: Academic Affairs
SUBJECT: Art Sales and Memberships – Request for Approval

OVERVIEW:

The ceramics program at the College is designed to supply the demand for hand-crafted art pieces, studio memberships, and educational opportunities for students and community members. The ceramics department includes continuing education courses in fund one, auxiliary services including memberships and sales in fund three, and donations made to the student club, Mud Pi, in fund six. The College intends to offer continuing education courses, student club activities, and events. In addition, the College intends to sell art pieces to the public and offer a monthly studio membership option for community members to utilize the College's ceramics studio and equipment within.

Art Sales Price Range

Fair market value will be determined based on several factors and physical characteristics, including but not limited to the price of supplies, the time required, rarity, and market seasonality. Below is a general range that will be used to determine the price of each piece.

General Description	Low Price	High Price
Small	\$1.00	\$30.00
Medium	\$20.00	\$75.00
Large	\$50.00	\$150
Extra Large	\$100	\$300
Extra Extra Large	\$250	\$500

Studio Membership Fees

January	\$225.00
February	\$225.00
March	\$225.00
April	\$225.00
May	\$225.00
June	\$225.00
July	\$225.00
August	\$225.00
September	\$225.00
October	\$225.00
November	\$225.00
December	\$125.00



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: October 31, 2022
TO: District Board of Trustees
FROM: Michael McPherson, Vice President of Academic Affairs
DEPARTMENT: Academic Affairs
SUBJECT: BS-ESE Application and Prospectus – Request for Approval

OVERVIEW:

The Bachelor of Science in Exceptional Student Education (BS-ESE) program will produce highly qualified, state-of-Florida-certified teachers ready for entry into a K-12 environment. The degree will train and educate teachers to assist and empower children with disabilities who need specially designed instruction and related services. Program graduates will be eligible to earn Florida Professional Teacher Certifications in Exceptional Student Education (ESE), Reading, and English for Speakers of Other Languages (ESOL). After receiving approval from the Department of Education to move forward, the College intends to apply and submit a prospectus to offer the BS-ESE program to start in the fall of 2023.

PROPOSED BOARD ACTION:

The College of the Florida Keys respectfully requests that The College of the Florida Keys District Board of Trustees approve submitting an application to the Florida Department of Education and a prospectus to the College's accrediting body to offer the BS-ESE.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 29, 2022
TO: District Board of Trustees
FROM: Michael McPherson Ed.D., Vice President, Academic Affairs
DEPARTMENT: Academic Affairs
SUBJECT: 2023-2024 Early College Articulation Agreement Between Monroe County School District and The College of the Florida Keys – Request for Approval

PROPOSED BOARD ACTION:

The College of the Florida Keys respectfully requests that The College of the Florida Keys District Board of Trustees approve the 2023-2024 Dual Enrollment Early College Articulation Agreement between Monroe County School District and The College of the Florida Keys.

**2023-2024 Early College Program Agreement Between
Monroe County School District and The College of the Florida Keys**

WHEREAS, Florida Statutes (F.S.) 1007.273, specifies the development of early college program(s) agreements between the School Board of Monroe County, Florida and the District Board of Trustees of The College of the Florida Keys for the purpose of providing a primary framework within which all future inter-institutional objectives and activities shall be described, and

WHEREAS, the School Board of Monroe County, Florida hereinafter referred to as “MCSD”, and the District Board of Trustees of The College of the Florida Keys, hereinafter referred to as “CFK” desire to implement the above statute, an articulation committee with representation from MCSD and CFK shall be established. A committee shall be formed by MCSD and CFK and shall consist of at least one member appointed by the Superintendent of MCSD and one member appointed by the President of CFK. The committee will vet the agreement with pertinent members of each institution and recommend the agreement to each Board.

For the 2023-2024 Early College Program agreement, the articulation committee consisted of the Executive Director of Teaching and Learning (MCSD) and the Vice President of Academic Affairs (CFK). Each member of the committee worked with internal constituents of their institution to come up with proposed modifications to the agreement. The committee negotiated and drafted the Early College Program Agreement. The Early College Program Agreement shall be reviewed and approved by the MCSD Superintendent, the CFK President and the respective Boards.

The term of this agreement shall commence August 1, 2023, and end July 31, 2024. This agreement shall continue for annual terms beginning August 1, 2023 unless terminated as hereinafter provided.

- A. MCSD and CFK shall review jointly this Agreement and performances of parties hereunder each year in order to assure both parties that it continues to serve their mutual interest.
- B. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.

NOW, THEREFORE, MCSD and CFK for the consideration hereinafter described, agree as follows:

1. A ratification or modification of all existing articulation agreements.

The signing of this agreement shall attest to the ratification of the Early College Program Agreement between MCSD and CFK.

2. A description of the process by which students and their parents are informed about opportunities for student participation in the Early College Program.

CFK and MCSD will engage in a joint public relations campaign. Each year, prior to the beginning of the joint Early College Program publicity campaign, MCSD administration will ascertain that principals and school counselors understand that facilitating the Early College Program participation is a priority of the District and CFK; CFK shall do likewise with its faculty and staff. In addition, MCSD will host school curriculum nights which present Early College Program opportunities. Curriculum Guides will be distributed by MCSD which will outline Early College Program offerings. Information from these sessions will be shared with CFK.

CFK representatives will meet with each high school principal or designee to determine dates of school events at which the Early College Program can be promoted. At the events agreed upon by both parties, CFK representatives will notify students and parents of the option to participate and the student guidelines for the application process. The school principal or school counselors may ask CFK staff to be available to speak to 11th grade students regarding Early College Program opportunities. Included in the orientation will be a discussion of the purpose of the Early College Program, types of college degrees, career planning, and the implications of establishing a college transcript while still in high school. As freshman, students will be informed of eligibility criteria and options for participating in the Early College Program.

3. A delineation of courses and programs available to students eligible to participate in the Early College Program.

The Early College Program is the enrollment of an eligible secondary student in post-secondary courses creditable toward high school completion, a career certificate, or an associate degree. The Early College Program, an articulated acceleration mechanism between MCSD and CFK, shall serve to shorten the time necessary for students to complete the requirements associated with the conference of a degree, broaden the scope of curricular options available to students, and increase the depth of study available for a particular subject by offering co-sponsored college credit courses to eligible high school students as provided in the dual enrollment agreement. Students enrolled are exempt from the payment of registration, tuition, and laboratory fees.

The Early College Program is a form of Dual Enrollment permitting high school students to enroll in college courses on a full-time basis at CFK's main campus or one of its centers. Early College Program students must be enrolled in their local high school and obtain advance approval from their high school principal to participate in the program ensuring that their college credits apply toward high school graduation. Participation in the Early College Program shall be limited to students in grades 11 and 12. A student must enroll full-time, with at least 12 college credit hours, each semester to participate in the Early College Program.

CFK and MCSD do hereby agree with each other as follows:

Course Offerings – The Early College Program course offerings will be determined annually by the Articulation Committee. The program will only include college-level credit courses and will be in accordance with the dual enrollment agreement.

Approval to enroll in a dual enrollment course does not guarantee applicability toward satisfaction of requirements for eligibility for the Early College Program.

Appendix A provides detailed information regarding the Early College Program courses for academic year 2023-24.

4. A description of the process by which students and their parents exercise options to participate in the Early College Program.

Students and parents who wish to exercise their option to participate in the Early College Program must follow the enrollment process below. Early College Program students may sign up for courses during the same time frame as traditional students.

- A. Think about your education and career goals. The website www.floridashines.org is an excellent educational planning website.
- B. Browse through the CFK catalog to identify the degree programs and courses that interest you.
- C. Meet with your school counselor to discuss your goals and the CFK accelerated education options that can help you reach them.
- D. Arrange for free college placement testing (PERT) or to have college placement test scores (ACT or SAT) sent to CFK if the student plans to enroll in college credit classes and has not taken an appropriate college placement test.
 - 1) Students must make an appointment to take the PERT test.
 - 2) To make an appointment, students must complete the PERT Authorization Form with their high school counselor and return it to CFK after completing the CFK Dual Enrollment Admission Application.
 - 3) Alternatively, the counselor can call the testing coordinator at the appropriate campus to schedule an appointment and the student must show up 30 minutes prior to testing with all completed forms.
 - 4) Once the student has been assigned a student ID by CFK, they may take the PERT test.
 - 5) Students are responsible for returning test scores to their high school counselor.
- E. Complete all sections of the CFK Dual Enrollment Admission Application and Dual Enrollment Authorization Form and secure all the required signatures.
- F. Submit completed CFK Dual Enrollment Admission Application to the CFK Admissions/Enrollment Office for processing.
- G. Meet with a CFK Academic Advisor to review and approve suggested classes.
- H. Submit Dual Enrollment Authorization Form with high school counselor approval to the CFK Admissions/Enrollment Office for processing.
- I. Parents and students should familiarize themselves with CFK's course drop and withdraw policies.
 - 1) Students may drop from a course only during the published drop period. This effectively removes the course from the student's transcript.
 - 2) After the CFK drop period has passed, students may withdraw from the course up to the 70% point of the course. Students must follow the approved CFK drop and

withdraw procedure. Courses from which students withdraw from will appear on the student's transcript with a grade of a "W".

- 3) For specific dates, please consult the academic calendar on the CFK website.

5. Initial student eligibility requirements for participation in the Early College Program.

MCSD and CFK have developed enrollment criteria and a screening process to identify and select students for enrollment in the Early College Program as to assure that students selected are appropriately prepared to benefit from college-level courses. The enrollment criteria are:

- Student must be an eligible secondary student as defined in Florida Statute 1007.271 with an unweighted high school GPA of 3.0 and demonstrated readiness for college course work and a demonstrated level of achievement of college-level communication and computation skills as provided under s.1008.30(1) or (2).. For students who do not meet the GPA requirements, the high school principal may make a recommendation to the Vice President of Academic Affairs to grant an exception. The high school principal will draft a letter providing evidence as to why an exception should be made for the individual student. The Vice President of Academic Affairs will decide based upon evidence presented by the principal which would indicate that the student is capable of academic success in a college level setting.
- Recommendation from the school counselor, assistant principal, or the principal.
- Expressed intent by the student to pursue a postsecondary degree.
- In addition to prerequisites listed in the current CFK catalog, if a course has no placement prerequisite, the students must score at college level reading on the PERT, ACT, or SAT.
- Students must satisfy the college preparatory testing requirements of Section 1008.30(4)(a), F.S. and Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students who have been identified as deficient in basic competencies in one of the areas of reading, writing or mathematics, as determined by scores on a postsecondary readiness assessment identified in Rule 6A-10.0315, F.A.C., shall not be permitted to enroll in the Early College Program.
- In order to remain eligible for enrollment in the Early College Program, students must maintain the high school grade point average required for initial enrollment.
- Students whose CFK cumulative grade point average falls below 2.0 will not be eligible to continue participation in the Early College Program.
- In order to be considered an Early College Program student, the student must enroll full-time, with at least 12 college credit hours, each semester.
- Regardless of meeting student eligibility requirements for continued enrollment, a student may lose the opportunity to participate in the Early College Program if the student is disruptive to the learning process such that the progress of other students or the efficient administration of any course is hindered.

MCSD school counselors or a designee will monitor student performance and eligibility for the Early College Program.

6. A delineation of the high school credit earned for the passage of each Early College Program course.

High school credit will be awarded by MCSD as mandated by the current *Dual Enrollment Equivalency List* found here: [Dual Enrollment Equivalency List](#). Any course in the Statewide Course Numbering System, with the exception of remedial courses and physical education skills courses, may be offered as Dual Enrollment. Three-credit (or equivalent) postsecondary courses taken through Dual Enrollment that are not listed in the *Dual Enrollment Equivalency List* shall be awarded at least 0.5 high school credits (postsecondary courses offered for fewer than three (3) credits may earn less than 0.5 high school credit), either as an elective or subject area credit as designated in this dual enrollment agreement.

7. A description of the process for informing students and their parents of Early College Program expectations.

CFK and MCSD will make use of jointly agreed-upon advising documents designed to inform students about college level expectations and to assist students with program planning and course decisions. This information is also covered in orientation sessions.

A formalized process has been designed between the high school counselor and CFK. The information listed below has been added to the CFK Dual Enrollment Authorization Form and the CFK Dual Enrollment Admission Application.

- a) Any letter grade below a “C” will not count as credit toward satisfaction of the requirements in Rule 6A-10.030, F.A.C.; however, all grades are calculated in a student’s GPA and will appear on their CFK transcript.
- b) All grades, including “W” for withdrawal, become a part of the student’s permanent CFK transcript and may affect subsequent postsecondary admission.
- c) While appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.
- d) In order to continue participation in the Early College Program, students must maintain the high school grade point average required for initial enrollment.

Curriculum Standards – In compliance with CFK’s academic policies and Florida Rule 6A 14.064, F.A.C., the following curriculum standards shall be adhered to:

Evaluation:

- (a) CFK shall analyze student performance in the Early College Program to ensure that the level of preparation and future success is comparable with non-Early College Program postsecondary students. CFK shall conduct analysis on grades of Early College Program students enrolled in CFK college courses to ensure that level of preparation and future success is comparable with non-Early College Program postsecondary students. Analyses and recommendations shall be shared and reviewed with the principal and local school district.

- (b) MCSD shall use information provided by CFK to analyze course and instructor evaluations for Early College Program courses on the high school campus. Analyses and recommendations shall be shared and reviewed by both CFK and the high school.
- (c) Any course-, discipline-, college-, or system-wide assessments that CFK requires in non-Early College Program sections of a course shall also be used in all Early College Program sections of the course.
- (d) CFK shall compare student performance, to include final grade and exam, of the Early College Program course offerings on high school campuses to identical offerings on CFK campuses to ensure that results are comparable. Results will be made available to the principal, MCSD, the CFK president, and the Florida Department of Education.

12. The responsibilities of the school district regarding the determination of student eligibility before participating in the Early College Program and the monitoring of student performance while participating in the Early College Program.

Student Advising – High school counselors are responsible for advising students relative to their Early College Program curricular choices and ensuring that they meet the requirements for high school graduation. CFK communicates as needed with high school counselors regarding degree/course requirements.

All students are strongly encouraged to meet with their high school counselor to determine the appropriate courses to meet their high school graduation requirements and count toward postsecondary academic goals. This step applies to students taking classes at the high school location as well as to those enrolled at a CFK campus.

CFK will provide academic advising services for students participating in the Early College Program that will consist of the following components:

At or near the start of the student's first semester of enrollment, he/she will be contacted by CFK and provided the opportunity for an in-person advising session. Advising sessions will be provided at the high school or CFK site. As part of the advising session, the following topics will be covered:

- CFK program options
- Program planning
- Common pre-requisite planning
- Methods for coordinating high school and CFK course planning

Early College Program students will have the same access to advising and program planning tools and resources that traditional CFK students have. In addition, students with disabilities will have access to high school counselors in coordination with the Office of Student Success. Students with accessibility service needs will address transition activities through the development of postsecondary goals on their Individual Education Plans.

Students will be provided access to a qualified CFK advisor on an appointment basis throughout the year. Before registering for Early College Program courses, all students must meet with their high school counselor for advising and approval of course selection.

Student Monitoring – High school counselors will monitor students’ eligibility to continue to participate in the Early College Program and will verify eligibility on the CFK Dual Enrollment Authorization Form.

To monitor student progress, a CFK representative will contact the high school counselor and CFK advising staff if a student is not mastering the class and is in danger of receiving a D or F. The high school counselor will contact the student and discuss the situation and options for success.

PERT Testing – The PERT may be administered to high school students by CFK upon request by the MCSD high school principal or counselor at times and places based on mutual agreement. This test date will vary by campus. The 45-day waiting period can be waived by request of the principal or counselor.

To be permitted to take the PERT for Early College Program purposes, all students must complete the CFK Dual Enrollment Admission Application and PERT Authorization Form. The student must bring the completed PERT Authorization Form to the CFK assessment staff member on the date the test has been scheduled. This form will be provided to each high school. Students who wish to take the PERT who qualify under 1008.30 F.S. will not be required to complete an application for admission. However, MCSD will provide CFK with all required biographical data of students who wish to take the PERT under 1008.30 F.S. This information will be provided to CFK in an electronic format.

Students seeking to take the PERT for Early College Program purposes and those seeking to take the PERT under 1008.30 F.S. will not be tested in the same cohort. Every effort will be made to ensure all Early College Program testing and 1008.30 F.S. testing will be completed in a timely manner to meet DOE deadlines. All retesting will take place at CFK.

The PERT may be administered at a testing center at CFK or on the high school campus as arranged by mutual consent. Reasonable accommodations will be provided at the test site for the administration of the PERT to students with accessibility service needs.

Should CFK administer the test, CFK will be responsible for providing test security, procedures, and instructions at all testing sites. In this event, a CFK staff member will provide test materials and test administration at all testing sessions.

The PERT may be administered to students in high school as determined by each participating high school principal. Each high school will be responsible for notifying students about the test. CFK will provide the PERT test materials at no charge to MCSD students to qualify for the Early College Program for the administration of the first two testing attempts. Additional requests for PERT test administration will be charged to the student at a rate of \$10 per re-test. Students who are testing under 1008.30 F.S. requirements will not be charged for PERT testing.

CFK will provide test results for individual students immediately following the test. Aggregate electronic results files will be provided to each high school and the MCSD district office at the end of each semester or as requested.

13. The responsibilities of the Florida College System institution regarding the transmission of student grades in Early College Program courses to the school district.

Student grades will be reported in accordance with the dual enrollment agreement.

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

Tuition and Fees – Early College Program students shall be exempt from the payment of registration, tuition, laboratory, and book fees (1007.271(10) F.S.)

Textbooks/Instructional Materials – Textbooks/instructional materials used in Early College Program classes must be the same or comparable with those used in other postsecondary courses at CFK with the same course prefix and number. CFK instructional staff will advise the school district of instructional material requirements as soon as that information becomes available, but no later than 45 days prior to a course being offered. Textbooks/instructional materials shall be provided to the student at no cost. Textbooks/instructional materials required for fall and spring semester courses must be purchased by MCSD, will remain the property of the school district, and must be returned by students at the end of each semester. Textbooks/instructional materials required for summer semester courses that are purchased by CFK, will remain the property of the College, and must be returned by students at the end of the semester. Students should contact their school counselor for the current textbook procedure.

Financial Arrangements (Responsibility for Cost) – In accordance with state law, MCSD shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to CFK when such instruction takes place on the postsecondary campus to cover instructional and support costs incurred by the postsecondary institution.

When Dual Enrollment is provided on the high school site by CFK, the school district shall reimburse the costs associated with the proportion of salary and benefits and other costs as defined in statute.

When Dual Enrollment is provided on the high school site by school district faculty, the school district shall be responsible for any costs as defined in statute.

Accordingly, CFK will submit an invoice to MCSD at the end of the drop period of each fall and spring semester that reflects the costs of enrollment (credit hours of dual enrollment students enrolled in courses in face-to-face, hybrid, hybrid-flex, or online formats) as of end of the drop deadline on campus times the standard tuition rate \$71.98 and, for classes held at the high school, salary, and travel reimbursement for CFK instructors who taught dual enrollment courses at the high schools. CFK will incur the cost of textbooks/instructional materials required for summer semester courses.

As part of the cooperative efforts between MCSD and CFK, each agency shall be responsible for its own cost of instructors hired to teach dual enrollment courses. Instructional materials used in Dual Enrollment must have a life of at least three (3) years or if changed before then, must be approved by the Articulation Committee.

Students may apply for accommodations through Student Success Services. The following services available to students through Student Success Services include, but are not limited to:

- assistance in admission and course registration
- information and referrals to campus and community services
- advice on classroom accommodations
- liaison to faculty, provide assistance to faculty on effectively working with students with accessibility needs
- instructor notification of students with accessibility needs
- equipment loan
- modified or extended test-taking
- course substitutions

When classes are taught on a high school campus, MCSD will assume the cost of required accommodations to meet the expectations of the Individual Educational Plans.

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

Transportation – Transportation for any student receiving Early College Program instruction at any facility other than an MCSD school campus shall be provided by the student and/or the parent/guardian of such students.

Appendix A

The courses and instructors listed below are subject to change based on instructor availability.

Early College Program available at CFK's Main Campus, Key West, FL, or Virtual Campus

Fall Semester:

ENC 1101	English Composition	3 college credits	Dr. Emily Weekley
MAC 1105	College Algebra	3 college credits	Amber Severson
SLS 1101	Preparing for Student Success	3 college credits	Nina Medyk
MUL 1010	Music Appreciation*	3 college credits	Jaime Yamaguchi
PSY 2012	General Psychology	3 college credits	TBA

Spring Semester:

ENC 1102	English Composition II	3 college credits	April Allen
CGS 1100	Intro to Computer Applications	3 college credits	Antonio Davila
MAC 1147	Precalculus Algebra/Trigonometry	4 college credits	Daniel Seaton
AMH 2020	History of the US 1876-1945	3 college credits	Charles Goulding
ARH 1000	Art Appreciation	3 college credits	TBA

Total Credit Hours: at least 24 (minimum 12 per semester)

* Courses are delivered 100% online using CFK's learning management system. All other courses are offered in a technology enhanced format, which includes course resources and components available via CFK's learning management system.

Early College Program available at the CFK Middle Keys Center - Marathon, FL, the CFK Upper Keys Center – Key Largo, FL, or Virtual Campus

Fall Semester:

ENC 1101	English Composition	3 college credits	Dr. Alex Ledgerwood
MAC 1105	College Algebra	3 college credits	Dr. Marcial Echenique
SLS 1101	Preparing for Student Success	3 college credits	Dr. Alex Ledgerwood
HFT 1002	Intro to Hospitality and Tourism*	3 college credits	TBA
PGY 1800C	Digital Camerawork*	3 college credits	Shannon Perkins

Spring Semester:

ENC 1102	English Composition II	3 college credits	Dr. Alex Ledgerwood
ECO 2013	Macroeconomics*	3 college credits	Priscilla Block
MAC 1147	Precalculus Algebra/Trigonometry	4 college credits	Dr. Marcial Echenique
OCE 1001 SzpakAlbert	Intro. to Oceanography*	3 college credits	Dr. Kristen
AMH 2020	History of US, 1876-1945*	3 college credits	Charles Goulding

Total Credit Hours: at least 24 (minimum 12 per semester)

* Courses are delivered 100% online using CFK's learning management system. All other courses are offered in a technology enhanced format, which includes course resources and components available via CFK's learning management system.

The Early College Program Agreement is completed annually and submitted to the Department of Education by the Florida College System institution by August 1st of each year.

Pursuant to s. 1007.271(22), F.S., the Department of Education will maintain an electronic submission system for early college program agreements and shall review these agreements for compliance with statute and report back to districts and Florida Colleges, if necessary.

IN TESTIMONY WHEREOF, THE DISTRICT SCHOOL BOARD OF MONROE COUNTY, FLORIDA, AND THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF THE FLORIDA KEYS

Hereto have caused this contract to be executed by the undersigned officials as duly authorized on this _____ day of _____, 2022.

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

BY: _____
Chairperson, Date _____

BY: _____
Superintendent, Mrs. Theresa Axford Date _____

THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF THE FLORIDA KEYS

BY: _____
Chairperson, Mr. Kevin Madok Date _____

BY: _____
President, Dr. Jonathan Gueverra Date _____



**THE COLLEGE OF THE FLORIDA KEYS
Memorandum**

DATE: November 10, 2022
TO: District Board of Trustees
FROM: Shilisa Wiggins, Assistant Director, Community Engagement and Testing
DEPARTMENT: Community Engagement and Testing
SUBJECT: Continuing Education course proposals - Request for Approval

OVERVIEW:

To increase the CFK non-credit community education program by expanding program offerings.

PROPOSED BOARD ACTION:

The Office of Community Engagement and Testing respectfully requests the approval of recreational and leisure community education course fees.

Community Education Course Fees

Course Name	Course Prefix	Fee
History of Rock and Roll	REC 0160	142.00
Memoir Writing	REC 0161	160.00
Visiting Artist Workshop One	REC 0162	175.00
Visiting Artist Workshop Two	REC 0163	300.00
Visiting Artist Workshop Three	REC 0164	175.00

DATE: November 17, 2022
TO: District Board of Trustees
FROM: Stephanie Scuderi, VP, Advancement
DEPARTMENT: Advancement
SUBJECT: Division Report

Overview

CFK's Advancement Division includes the offices of Marketing/Public Relations, The CFK Foundation, Development & Fundraising, Recruitment, Enrollment Management, Student Activities, Information Technology, Financial Aid, and Alumni Services.

The primary goals of the division are to increase support for the College, create compelling and effective marketing and public relations campaigns, recruit students, advocate for students, establish and maintain an effective comprehensive information technology infrastructure, to assist students and families in planning for and meeting expenses associated with attendance at CFK, strengthen alumni relations, and build sustaining long-term relationships that advance the reputation and visibility of the College.

Marketing & Public Relations

The Marketing & Public Relations Office provides leadership, strategy, and support to promote and enhance the reputation of the College, its programs, activities, and initiatives, through marketing, public relations, and social media efforts.

Marketing Focus- Keys Currents

The Office of Marketing and Public Relations led the production of the College's fourth annual magazine, *Keys Currents*. The 32-page, full-color publication is being mailed to all resident and business addresses in Monroe County as well as alumni and friends outside the county, totaling approximately 60,000 people, in mid-November.

Keys Currents features a variety of uplifting and inspirational stories brought to life with colorful photos. Many of the articles focus on the people who make up the CFK family (students, alumni, employees, partners, donors, and friends) and highlight their contributions and accomplishments. The stories serve to build awareness of CFK's programs, progress, and impact, as well as to strengthen and cultivate relationships with our stakeholders.



Marketing & PR- Current and Ongoing Projects

- Building awareness and planning promotions of CFK Academy
- Promoting Community Day
- Introducing the mascot
- Supporting Dr. Gueverra's Salute to Veterans
- Promoting spring semester and Fast Track to Spring recruitment events
- Promoting Future Students Virtual Info Event
- Updating the website
- Gathering, posting, and moderating social media content
- Monitoring and improving automated recruitment and admissions messages and campaigns in Ellucian CRM Recruit software

Social Media Insights

- Facebook- 42 New Followers (October 19 – November 15): 9,432
- Facebook- Post Reach (October 19 – November 15): 198,468
 - *The number of people who saw any of our posts at least once.*
- Facebook- Post Engagement (October 19 – November 15): 10,296
 - *The number of times people have engaged with posts through reactions, comments, shares, and clicks.*
- Instagram Followers: 15 New Followers (2,068 in total)
- LinkedIn: 115 New Followers (3,568 in total)

Recruitment

Recruitment Initiatives

The Director of Recruitment is working on the Spring, Summer, and Fall 2023 recruitment cycles which includes collaboration with the Director of Marketing to create virtual and in-person events to support enrollment for the upcoming semesters. Emails are being continuously sent to prospective students who are "inquiries" or who have started an application. Thirty-nine emails were sent to newly admitted Spring 2023 applicants as a reminder to register for classes. Twenty-seven emails were sent to inquiries, application started, and application submitted about the Virtual Apprenticeship Information Session. Forty-one emails were sent to Nursing applicants who submitted applications as a reminder of the upcoming deadline.

Recent Recruiting Events

- ***Virtual Apprenticeship Information Session, October 19*** – The Director hosted a virtual event for prospective students interested in the apprenticeship program. Ten prospective students registered and three attended the event.
- ***Virtual Future Student Information Session, November 9*** – The Director hosted a virtual event for prospective students interested in attending CFK. Twenty-five prospective students registered and eight attended the event.

Upcoming Recruiting Events

- Sigsbee Education Fair – November 18, 2022
- Key West High School DE Info Session – November 29, 2022
- Fast Track to Spring – November 30, 2022
 - Key West Campus, 11am – 7pm
 - Upper Keys Center, 11am – 7pm
- Take Stock in Children Group Tour, UKC – December 1, 2022
- Virtual Dual Enrollment Information Session – December 8, 2022

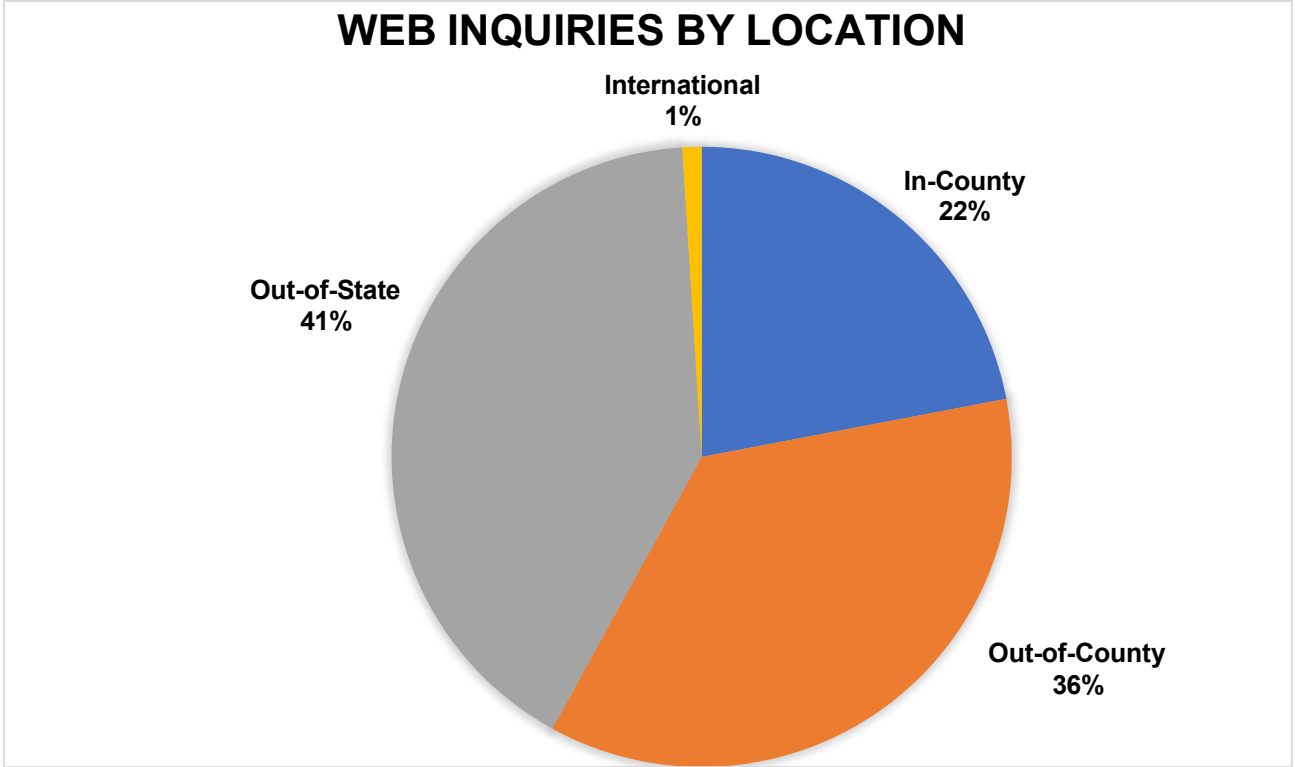
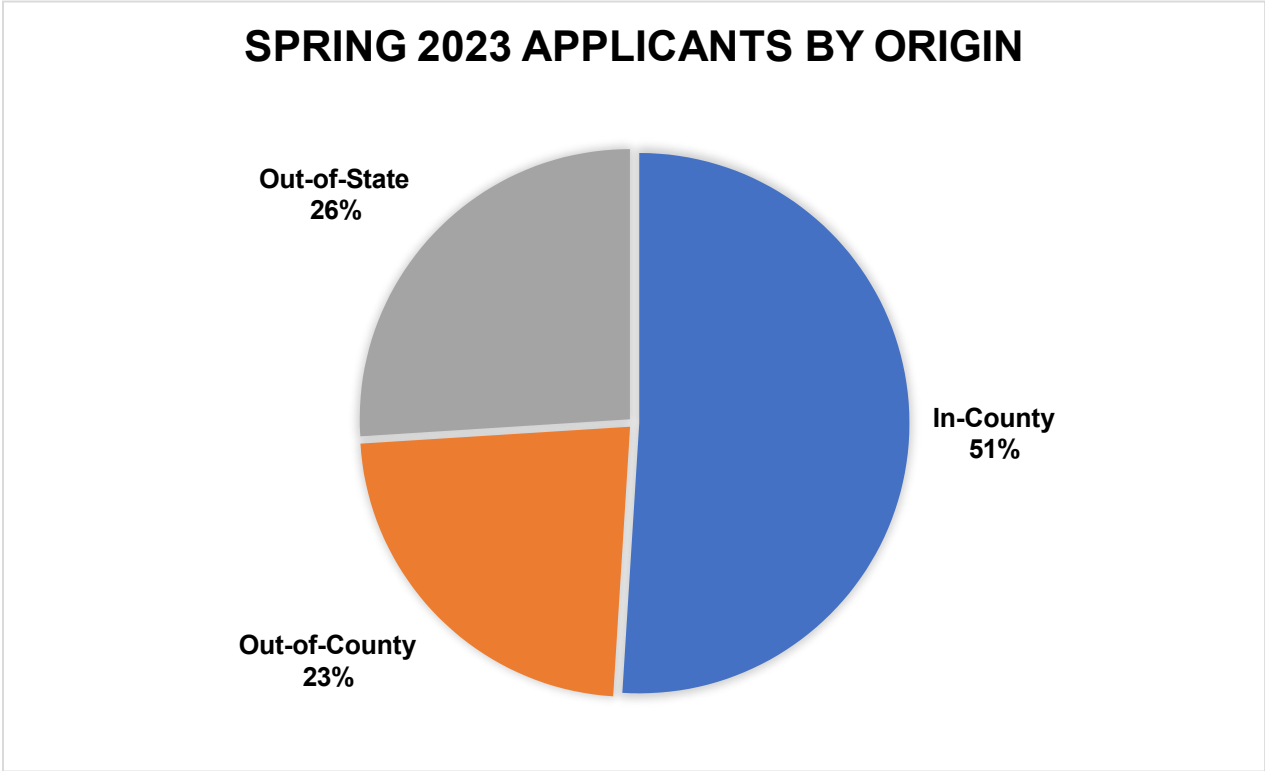
Applicants

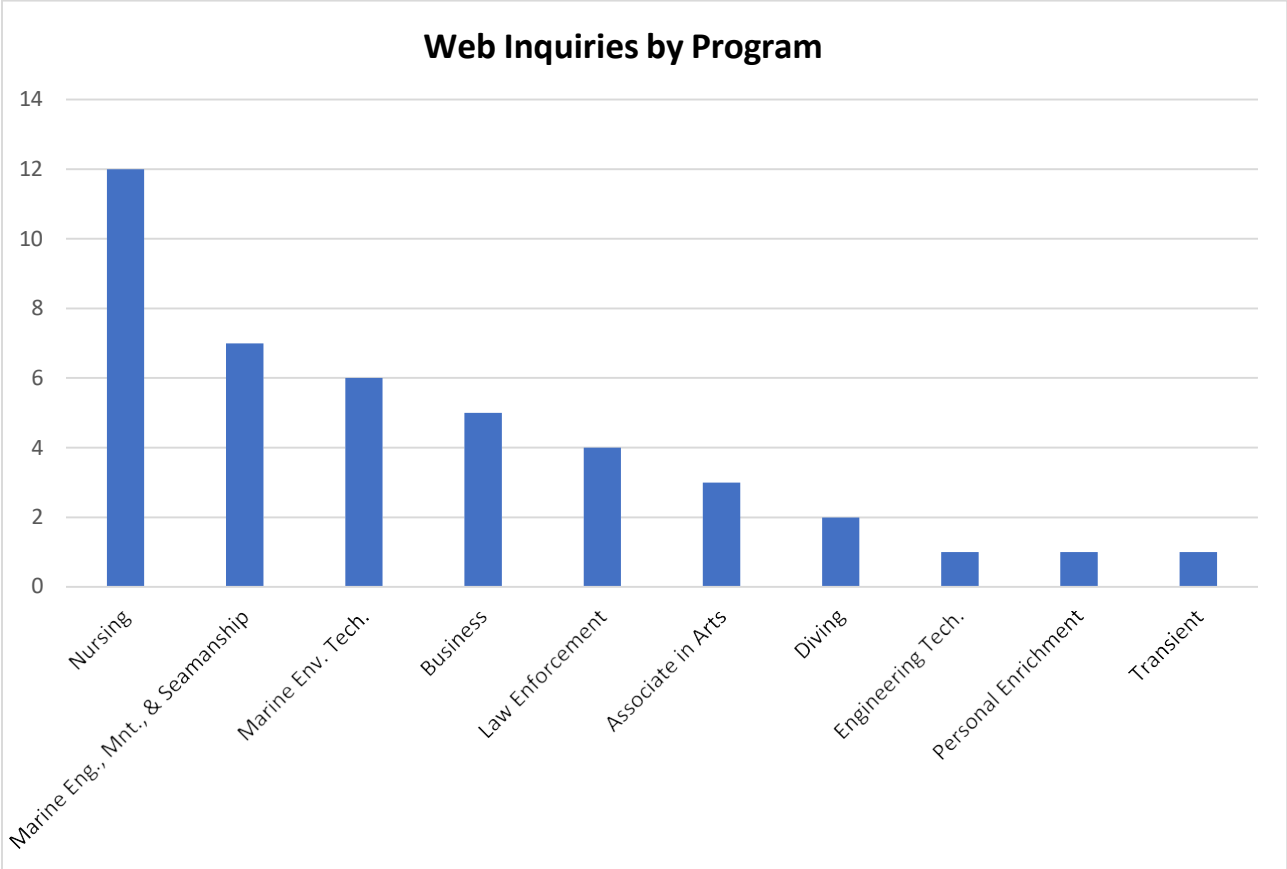
CFK received 183 applications for the Spring 2023 term. This reflects a decrease of 36 applications from the three-year average.

- 26% of new applicants are from out-of-state.
- 23% of new applicants are from out-of-county.
- 51% of new applicants are from Monroe County.

Inquiries

Prospective students with a range of interests from all over the country are continuing to inquire about The College of the Florida Keys. A total of 42 inquiries were received since the last board report.

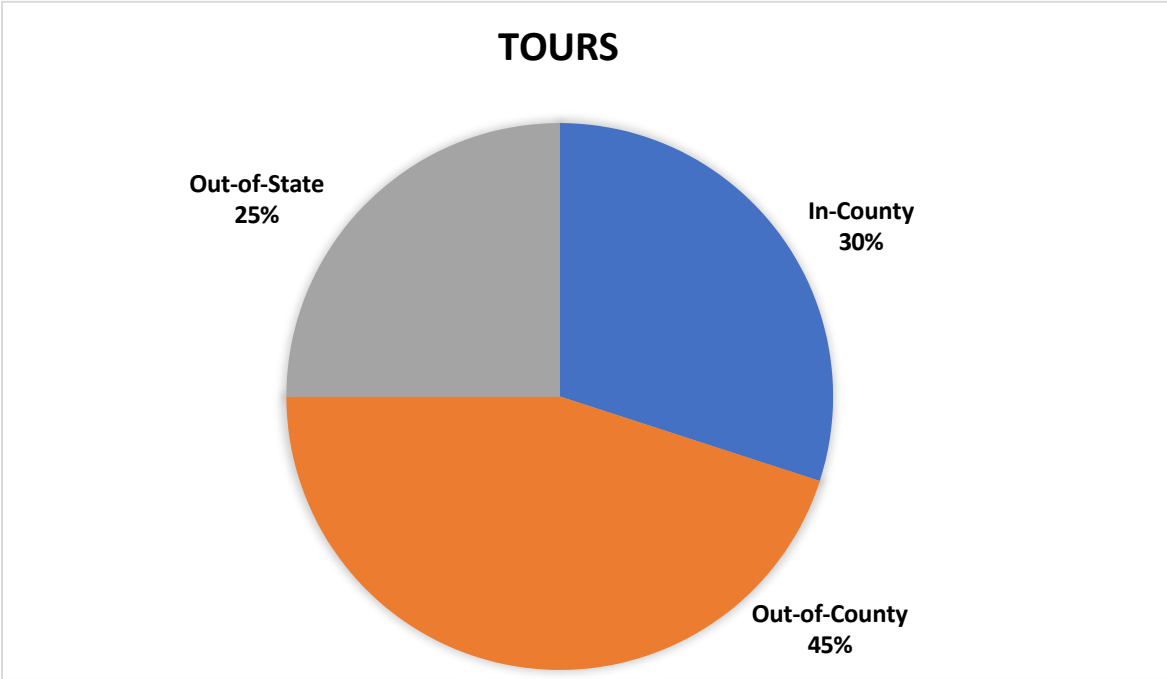




*Inquiries by program contain all degree levels available for each department (BAS, AS, and certifications)

Tours

Twenty tours are scheduled for November.

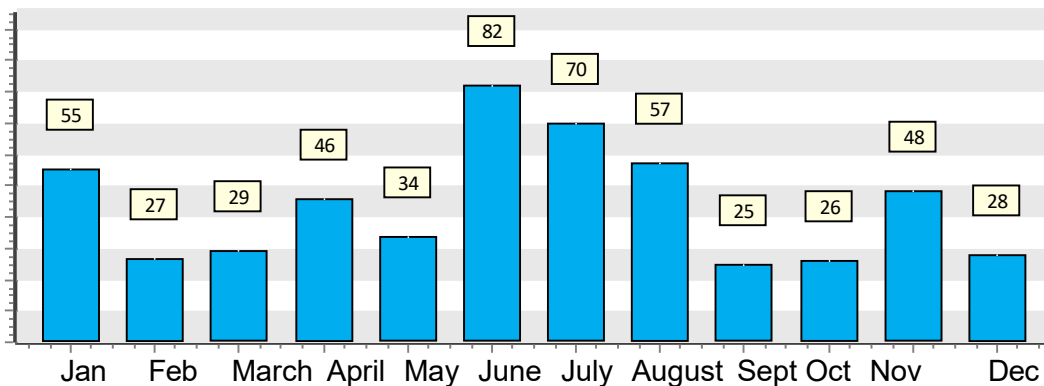


Enrollment

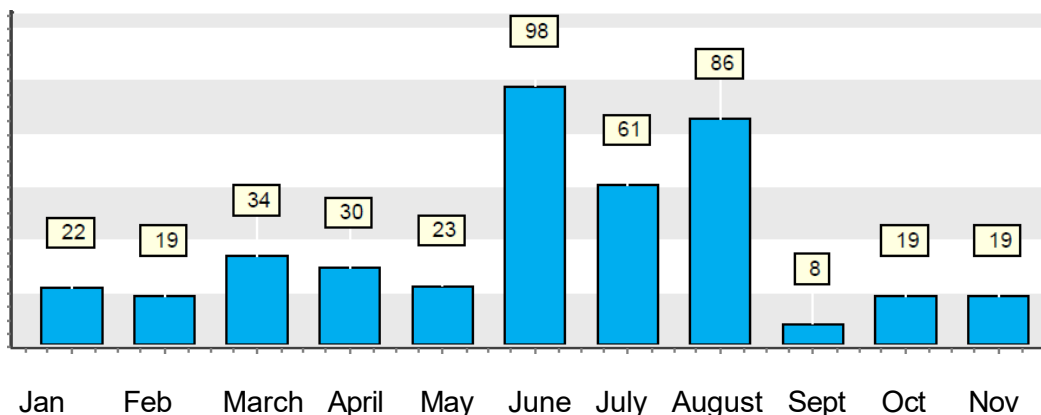
Enrollment Services is responsible for the evaluation of credit for undergraduate students' purposes. The College recognizes the importance of providing students with information to facilitate transfer of credit, testing, as well as maintaining academic quality and integrity with respect to awarding credit for testing, military service, prior learning, and course work completed at another institution.

The below tables show transcript evaluations completed for calendar year 2021 and 2022. In 2022, the Enrollment Services (ES) staff have evaluated 419 HS transcripts as opposed to 451 in 2021 as of October. For College transcripts, in 2022 the ES staff evaluated 49 as opposed to 515 for 2021 as of October.

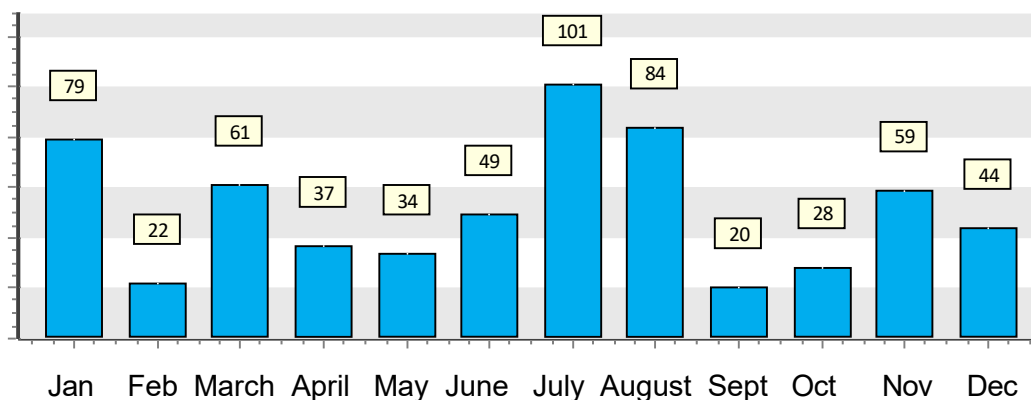
High School Transcripts Received in 2021 by Month



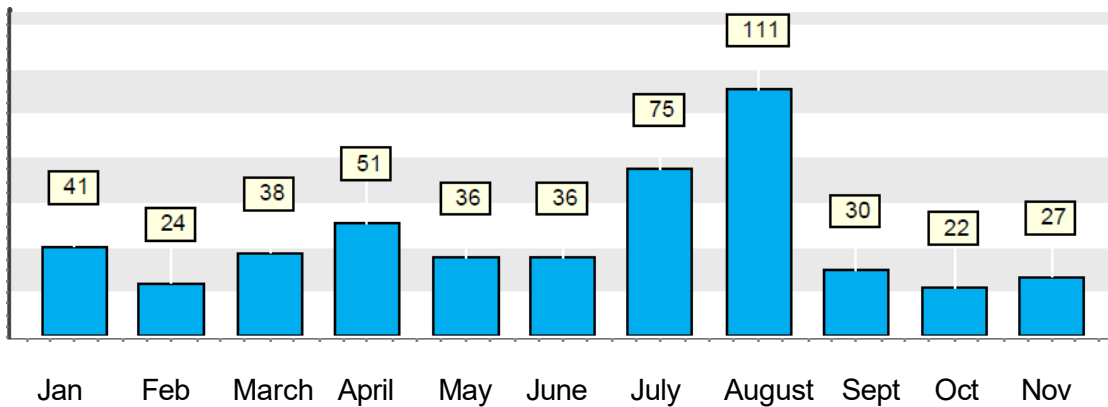
High School Transcripts Received in 2022 by Month



College Transcripts Received in 2021 by Month



College Transcripts Received in 2022 by Month



FTE

As of November 16, Fall 2022 FTE is 373.7 toward a goal of 385. The 3-year average for this date is 345.7 FTE. Spring 2023 semester is already off to a strong start with 161.1 FTE toward a goal of 346. The 3-year average for this date is 141.7. The strong start to spring enrollment is due to a strategic effort to have students register for the academic year, rather than semester by semester.

Information Technology

IT activities since the last Board of Trustees report include:

Hurricane Nicole

From an IT perspective, the impact of the storm was negligible. In case of a shift in the storm, preparations and checks were done. This included offsite backups and system checks. No systems were impacted.

CFK Academy

As the construction continues, IT is focused on infrastructure and technology planning while awaiting approval for infrastructure purchases that include the network and classroom technology. IT also serves on sub-committees when appropriate. Committees currently represented are Charter School Grant Committee, Financial Aid and Enrollment.

Grouper Breeding Project

IT continues to support Dr. Rice’s project. Support includes hardware upgrades and workstation support.

Career Source

Career Source will have offices in both Key Largo and Key West to support the new relationship. On-site connectivity and employee laptops are the immediate focus. Site visits have begun. Career Source has circuits on order.

Project ACCESS

6 laptops for the students and a cart to store and charge them were ordered and configured for use.

BSS9 – Banner Self-Service Implementation

The latest version of Banner, IT is working with Heather Margiotta and RTS (another IT vendor) to update the modules. Financial Aid and Enrollment modules have been added to the testing plan.

Staff Hardware

An ongoing process, a hardware refresh is performed annually for a portion of equipment. Last year the majority of the systems in the classrooms were replaced. The focus now is the replacement of aging faculty and staff workstations and laptops.

CFK Website

While Marketing maintains the website, IT hosts the site on the server, provides support when issues arise and acts as an intermediary between Marketing and the technical support vendor that handles code development.

CANVAS

IT provides support to Josh Spencer on an as-needed basis. IT acts as a pass through to Josh for CANVAS issues submitted to the Help Desk and is currently researching the next steps for Microsoft Teams integration as requested by Josh.

IT Tickets

IT completed 201 technology support requests submitted to the Help Desk for CFK, MKC & UKC.

Community Day

The IT Department volunteered during the event, assisting with check-in and supporting any technology needs.

Financial Aid

As of November 16, 2022, the College has received 1,308 FAFSA applications for the 2022-2023 Academic Year. This compares to 1101 received by the same date last year, a 16% increase.

FAFSA Applications for 2023 – 2024 opened on October 1 and CFK has already received over 221 applications.

The degree audit process and participation reporting were completed near the beginning of Term B.

Awarding of spring 2022 financial aid has begun. Students who are currently eligible for Federal Pell Grants and/or Federal Direct Loans and are enrolled for spring classes already have their aid applied toward spring tuition & fees.

Testing and upgrading of the Financial Aid Student Self-Service module to Banner version 9 are underway. The upgrade will:

- Enhance the financial aid overview and summary provided to students.
- Allow for clear instructions and paths for students to follow when completing required tasks through the self-service portal.
- Improve mobile device compatibility.
- Reduce the in-person visits for simple tasks available through technology.

The Veteran's Affairs (VA) Coordinator, D. Zazanis-Burke, and the Senior Applications Support Specialist, L. MacMinn, developed reports to enhance the identification of newly enrolled veteran students and veterans who are recipients of VA benefits. These reports will enhance our outreach efforts to ensure the College meets their needs and enhance our processes to ensure we administer their financial aid within federal and state regulatory requirements. These new reports will also aid in identifying students eligible for the Tuition and Fee Waivers for Disabled Veterans, FLDOE Rule 6A-10.0451, which became effective on July 1, 2022.

Student Activities

Student Activities hosts events to engage, inspire, and connect students. The department also oversees student clubs and provides support for their respective initiatives and activities. The following section describes recent events and projects.

Key West Campus Student Activities

Wellness Event – October 5, 2022

This new initiative was designed to build awareness of community and campus resources related to physical and mental health. Student Activities arranged exhibits to promote: Academic Advising, Better Mynd online therapy, Ask IT (Information Technology), Library Resources and Tutoring Center, anti-bullying information, and anti-smoking resources. CFK's SNA (Student Nurses Association) performed health assessments. Community partners were also present, including WestCare/Guidance Care Center, AHEC (Area Health Education Centers) and VA (Veterans Affairs).



Paint Night - October 7, 2022

Students gathered to paint a coral reef scene at the monthly guided paint event.



Dive n Dine Movie Night – October 14, 2022

Students enjoyed dinner and a movie at the CFK Pool to screen the new movie Thor: Love and Thunder. Students voted on the choice of movies and were delighted to see the student voice in action!



Underwater Pumpkin Carving Halloween Party – October 26, 2022

Students came in droves to carve pumpkins underwater as well as on land. Students enjoyed nachos, s'mores, and other Halloween treats during this unique and growing CFK tradition.



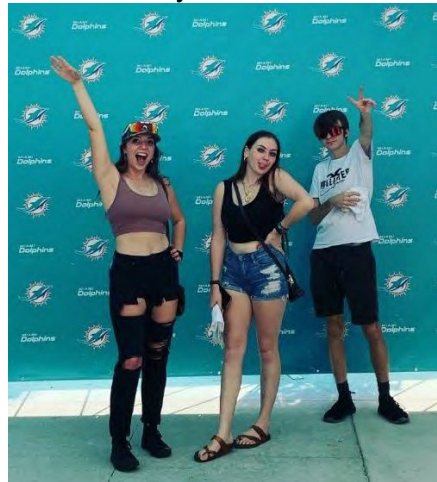
Upper Keys Center Student Activities

Tuga Palooza/Wellness Event

Students in the Upper Keys participated in a combined event following the cancellation of the previously scheduled UKC Tuga Palooza event in September due to Hurricane Ian. Students played the trivia game Kahoots, enjoyed healthy snacks, and received Tuga-branded giveaways.

Miami Dolphins Game

CFK students from throughout the Keys united for a day trip to see the Miami Dolphins play the Cleveland Browns on November 13. Tickets for this anticipated event were raffled to 17 lucky students who earned chances to win by attending student events early in the semester.





Student Clubs

Southernmost Coral Restoration Club

SCRC (Southernmost Coral Restoration Club) provides students with opportunities to dive the lagoon and surrounding areas, to take samples and complete risk assessments of our local corals and marine life



Environmental Club

CFK Environmental Club joined Loggerhead Marinelife Center and MOTE to participate in the "Unwrap the Waves," October 17 – November 10, 2022, an initiative to encourage recycling and to build awareness of water pollution. Collection boxes were placed around campus encouraging students, faculty, and staff to recycle candy wrappers.

Geeks and Gamers Club

The Geeks and Gamers club celebrated Halloween by creating a creepy classroom in the Writing Center. They offered students the chance to join DD (Dungeons and Dragon) and weekly book reviews, competitions, and gaming.



Mud Pi

Students in the Mud Pi Club have decided to increase the club's meeting times to twice a month and Artist in Residence and Club Advisor Bradford has kindly adjusted to meet the needs of the students. Amazing work from amazing students!



SNA (Student Nurses Association)

SNA distributed sexual health information and provided health assessments while collecting service hours at the CFK Wellness Event.



Athletics

The College Swim Team season schedule is revised as follows:

2022-2023 SWIM SCHEDULE

October 21, 2022	NJCAA Virtual Pentathlon Meet @CFK
December 3, 2022	Lake Lytal Lightning Holiday Sprint Meet @ West Palm Beach, FL
January 3, 2023	Jr. Orange Bowl College Meet @ Key Largo, FL
January 7, 2023	University of Missouri-St. Louis/Truman State University @ CFK
February 3-5, 2023	Stanton Craigie Memorial Swim Meet @ Fort Pierce, FL
February 10-11, 2023	Midwest Cup Virtual Meet @ CFK
March 1-4, 2023	National Championship Meet @ Erie, NY

Meet Report: NJCAA Virtual Pentathlon Meet: October 21, 2022

Place: Virtual Meet-held at CFK pool

Women's Team: Ericka Augst, Maren Biddle, and Miranda College

Men’s Team: Graham Murza, Ricardo Jolly, and Jonathan Schumacher

Qualified for Nationals: 3 female swimmers and 2 male swimmers in 15 events

Ericka Augst-50yd butterfly, 50yd backstroke, 50yd breaststroke, 50yd free and 100yd IM

Marian Biddle-50yd butterfly, 50yd breaststroke, and 100yd IM

Miranda College-50yd butterfly

Graham Murza-50yd butterfly, 50yd backstroke, 50yd breaststroke, 50yd free and 100yd IM

Ricardo Jolly-50yd breaststroke

School Records: 7 school records broken - Ericka Augst broke 4 and Graham Murza broke 3

Ericka Augst-	50yd free 29.48
	50yd backstroke-35.09
	50yd breaststroke-37.12
	100yd IM-1:13.07

Graham Murza-	50yd free-23.17
	50yd back-26.88
	50yd breast-30.70

Pool

For the month of October Instructors at the pool taught 189 children and adult swim lessons in either private or group lessons. The age group swim team-Bone Island Swim Club has 49 members. Key West High School Swim team has 45 members and uses CFK pool facility for their meets and practice. Hosted three (3) home meets for Key West High School from teams in Miami area.

Taught one American Red Cross Lifeguard Course.

Pool patron count for the month of October was 2442 which consists of College students and community members. Average about 30 lap swimmers per day.



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 18, 2022
TO: District Board of Trustees
FROM: Stephanie Scuderi, Executive Director for CFK Foundation
DEPARTMENT: Advancement
SUBJECT: Foundation Report

CFK Foundation

Grant applications were submitted to Ocean Reef Community Foundation for funds to support the recruitment of a Nurse Practitioner to replace Dr. Roby, and for funds to support the cameras needed for the testing lab in the Upper Keys Center. While the award date is not until March 2023, we may hear back sooner given the urgency and potential ramifications of Dr. Roby's resignation.

Community Day was held Saturday, November 5, 2022. Twenty-nine booths represented our vibrant community and 18 represented CFK programs, clubs and organizations. The welcome table handed out 500 tickets for lunch provided by the Foundation through Star of the Sea. Dr. Gueverra gave his annual salute to veterans acknowledging Commander John Parse. This was also a great opportunity to unveil the CFK mascot, Shel the Tuga.

The Scholarship Social, originally scheduled for September 29 and postponed due to Hurricane Ian, was held Thursday, November 17, 2022. This is a high-impact event where CFK scholarship recipients can meet and thank the donors whose contributions provided their scholarships. The event lasts approximately one hour, and appetizers are provided for the attendees.

Planning for the March 5, 2023 Seaside Soiree begins in earnest this month. Any and all assistance from the Trustees is welcome and needed, including but not limited to inviting friends and community members to attend, providing donations for the silent auction, and other methods of support.

Important dates:

Dr. & Mrs. G's Caribbean Holiday Party
 Fall Commencement
 The Seaside Soiree
 Spring Commencement

December 12, 2022 – Tennessee Williams Theatre
 December 14, 2022 – Tennessee Williams Theatre
 March 4, 2023 – CFK's Upper Keys Center
 May 5, 2023 – Tennessee Williams Theatre



THE COLLEGE OF THE FLORIDA KEYS
Memorandum

DATE: November 16, 2022
TO: District Board of Trustees
FROM: Stephanie Scuderi, VP, Advancement
DEPARTMENT: Marketing
SUBJECT: CFK in the News- November BOT meeting

CFK in the News:

To garner the most media coverage of CFK news and events as possible, the Marketing & PR Office publishes news releases, coordinates radio shows, and works directly with reporters. Since the last report, such efforts have resulted in the following 25 news stories (October 13- November 16):

- October 13, 2022- Marathon Weekly- Power Moves- CFK grads making an impact in local renewable energy efforts
- October 14, 2022- Citizen- Apprentice program
- October 15, 2022- Citizen- CFK hosts apprentice workshop
- October 18, 2022- Citizen- Apprentice program
- October 19, 2022- Citizen- Apprentice program
- October 27, 2022- Citizen- Community Day
- October 28, 2022- Citizen- Community Day
- November 1, 2022- Citizen- Community Day
- November 2, 2022- Citizen- Community Day
- November 3, 2022- Key West Weekly- College invites future students to a virtual info event
- November 3, 2022- Key West Weekly- Officers on the way
- November 3, 2022- Marathon Weekly- College hosts Community Day
- November 3, 2022- Upper Keys Weekly- College hosts Community Day
- November 3, 2022- Upper Keys Weekly- Officers on the way
- November 4, 2022- Citizen- Community Day
- November 4, 2022- South Dade News Leader- CFK graduates law enforcement academy in Upper Keys
- November 4, 2022- South Dade News Leader- College invites future students to a virtual info event
- November 5, 2022- Citizen- CFK graduates law enforcement academy
- November 5, 2022- Citizen- College to host virtual info event
- November 8, 2022- Citizen- College to host virtual info event
- November 9, 2022- Free Press- CFK graduates law enforcement academy
- November 10, 2022- Key West Weekly- College president offers salute to veterans
- November 10, 2022- Marathon Weekly- College president offers salute to veterans
- November 10, 2022- Upper Keys Weekly- College president offers salute to veterans
- November 15, 2022- Citizen- CFK celebrates cop graduates

POWER MOVES

College of the Florida Keys graduates making an impact in local renewable energy efforts

W **ALEX RICKERT**
alex@keysweekly.com

For so many industries in the Keys, finding and retaining solid, qualified employees is beginning to seem like a near-impossible task.

But when the island chain has an in-house program turning out prepared graduates in a booming field, that burden is significantly lighter. Just ask new SALT Energy employees Megan Roach and Heather Holley.

Both are 2022 graduates of one of the College of the Florida Keys' newest programs: an associate in science program in engineering technology with a specialization in renewable energy. Funded in part by grants from the National Science Foundation, the program features career training in solar, wind and ocean power technologies. And though all three are certainly valuable divisions, one tends to take precedence in the sunshine of the Keys.

"I call my mom the 'grandmother of solar' in New Jersey," said Holley, describing how her mother started her own business when fewer than 20 solar companies had established themselves in the state. "I just grew up with solar, and then I became more interested in it with a concern for the environment."

Roach, meanwhile, joined her grandmother in the Keys after making her way through liberal arts, architecture and public health programs at different schools before exploring her interest in renewable energy through CFK.

Praising the guiding influence of Patrick Rice and Vijay Khanal, both women said they were inspired by visits to energy plants across the state before eventually applying for paid internships at the Marathon-based renewable energy company.

As part of the steering committee helping guide the development of CFK's new program, SALT president Chuck Meier said that seeing locals come through the program as potential hires was of "keen interest" to his team.

"It's very exciting to us to see that come to fruition, and these are the first two," he said, describing how the decision to hire both Roach and Holley full-time upon graduation was an easy one after watching them become the company's jacks of all trades throughout their three-month internships.

"We said, 'Hey, can we get into design?' and they were like, 'Yeah, go for it,'" said Holley. "Then we were like, 'Can we get on jobs and do (solar panel) installations?' And they're like, 'Yeah, go ahead.' Now we're doing sales for a little bit because we want to do that."

"When they showed up, they were ready to do anything," said Meier. "The first thing they did in the middle of the summer was jump up on hot roofs and start manhandling panels up and drilling anchors in."

"They were both eager to learn, quick to learn and flexible," said SALT vice president Lisa Kaul. "It was kind of a mutual appreciation."

Even as full-time employees, the pair's day-to-day responsibilities vary, from office work to visits at potential installation sites – even moving freight on trucks when called upon. For them, the idea of working for a company that caters to providing "energy security" (read: something to keep the lights on if bridges and power lines go down) was one of the key factors in choosing to work for SALT.




SALT Energy president Chuck Meier, left, and vice president Lisa Kaul, right, are thrilled to have 'jacks of all trades' Heather Holley, second from left, and Megan Roach on board. ALEX RICKERT/Keys Weekly

And with a proven desire to learn more about all aspects of the industry, the pair said they're eager to take on as much as the company is willing to give them. Future journeys may take them across south Florida, the Caribbean and the Bahamas as SALT pursues some of its most ambitious projects, some of which are capable of providing more than 90% of the power to small isolated islands.

Just one example: a recent SALT install in Miami provided a Badia Spices warehouse with one of the largest rooftop solar arrays in the state, a 3.2-megawatt system roughly the size of three football fields. For context, that's roughly 160 times the capacity of the systems used by large homes here in the Keys. More projects are in the works that can't yet be identified in this newspaper, but should serve as exciting leaps forward for the renewable energy industry.


According to Meier, SALT is proud to serve as a prime success story as CFK continues to build on the successful launch of a new degree program. For companies like his, internships supported by the college could truly hold the key in helping to retain local workforce talent in critical industries.

"We want to be the ones to say, 'Yeah, the intern program works,' he said. "It's a great program. Let's keep doing more of it."




KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

Stream Scene — Inside and online **\$1.50**



Friday

October 14, 2022 • Vol. 146 No. 212 • 20 pages

• **Apprentice program**

The College of the Florida Keys will offer a program on its Apprenticeships in Construction Technologies at a virtual information session at 5:30 p.m. Wednesday, Oct. 19, at 5:30 p.m. CFK is offering

Plumbing and HVAC programs in Key West and the Upper Keys this upcoming spring semester, which begins Friday, Jan. 6. The deadline to apply is Tuesday, Nov 1. Visit <http://www.CFK.edu/apprenticeships> for information and registration. To schedule a personal information session, contact Marissa Owens, recruiter@cfk.edu or call 305-809-3207.



Shyla Figueroa

KEYS CITIZEN

KeysNews.com

Many Islands  One Voice

Conchs set to add girls wrestling program this season — 1B \$1.75

Weekend Edition

October 15-16, 2022 • Vol. 146 No. 213 • 36 pages

FLORIDA KEYS

CFK hosts apprentice workshop Wednesday

The College of the Florida Keys invites prospective students to learn about its Apprenticeships in Construction Technologies at a virtual information session at 5:30 p.m. on Wednesday, Oct. 19. CFK is offering Plumbing and HVAC programs in Key West and the Upper Keys this upcoming spring semester, which begins January 6. The deadline to apply is Nov. 1.

The virtual information session will help prospective students learn about the trade professions, career outlooks, and CFK's tuition-free "earn while you learn" programs. Attendees will receive a code to waive the \$30 application fee. Registration for the event is required.

For information and to register, visit <http://www.CFK.edu/apprenticeships>.

To schedule a personal information session, contact Marissa Owens, CFK Director of Recruitment, at recruiter@cfk.edu or call 305-809-3207.



Philadelphia QB
Jalen Hurts

KEYS CITIZEN

KeysNews.com

Many Islands 🌴 One Voice

East looking like beasts of NFC - 1B **\$1.50**

Tuesday

October 18, 2022 • Vol. 146 No. 214 • 12 pages

• **Apprentice program**


The College of the Florida Keys will offer a program on its Apprenticeships in Construction Technologies at a

virtual information session at 5:30p.m. Wednesday, Oct. 19, at 5:30 p.m. CFK is offering Plumbing and HVAC programs in Key West and the Upper Keys this upcoming spring semester, which begins Friday, Jan. 6. The deadline to apply is Tuesday, Nov. 1. Visit <http://www.CFK.edu/apprenticeships> for information and registration. To schedule a personal information session, contact Marissa Owens, recruiter@cfk.edu or call 305-809-3207.



KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

Check out this week's Paradise — Inside and online **\$1.50**

Wednesday October 19, 2022 • Vol. 146 No. 215 • 22 pages

• **Apprentice program**

The College of the Florida Keys will offer a program on its Apprenticeships in Construction Technologies at a virtual information session at 5:30p.m. Wednesday, Oct.19 at 5:30 p.m. CFK is offering Plumbing and HVAC programs in Key West and the Upper Keys this upcoming spring semester, which begins Friday, Jan. 6. The deadline to apply is Tuesday, Nov. 1. Visit <http://www.CFK.edu/apprenticeships> for information and registration. To schedule a personal information session, contact Marissa Owens, recruiter@cfk.edu or call 305-809-3207.



Marlins select Cardinals' Shumaker to take over as manager — 1B \$1.50


Thursday

October 27, 2022 • Vol. 146 No. 223 • 12 pages

• **Community Day**


The College of the Florida Keys will host Community Day from 10 a.m. to 2 p.m. on Saturday, Nov. 5, from 10 a.m. to 2 p.m. at 5901 College Road. The free, family-friendly event will feature CFK academic showcases, interactive exhibits, live performances, a bounce house and other children's

activities, arts and crafts, vendors, music, food and drinks and free T-shirts. CFK President Dr. Jonathan Gueverra will lead a salute to veterans and military service members. For information, call 305-296-9081.



KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

Stream Scene — Inside and online **\$1.50**

Friday

October 28, 2022 • Vol. 116 No. 221 • 20 pages

KEY WEST

CFK hosts Community Day

The College of the Florida Keys will hold its eighth annual Community Day from 10 a.m. to 2 p.m. on Saturday, Nov. 5, on the Key West campus.

The free, family-friendly event will feature a full slate of attractions — including CFK academic showcases, interactive exhibits, live performances, a bounce house and other children's activities, arts and crafts, vendors, music, food and drinks, and free T-shirts. As tradition, CFK President Dr. Jonathan Gueverra will lead a salute to veterans and military service members.

For information about Community Day, call CFK at 305-296-9081.

• Community Day

The College of the Florida Keys will host Community Day from 10 a.m. to 2 p.m. on Saturday, Nov. 5, from 10 a.m. to 2 p.m. at 5901 College Road. The free, family-friendly event will feature CFK academic showcases,

interactive exhibits, live performances, a bounce house and other children's activities, arts and crafts, vendors, music, food and drinks and free T-shirts. For information, call 305-296-9081.



Vance Bursa

KEYS CITIZEN

KeysNews.com

Many Islands  One Voice


Dolphins advance to cross country state finals — 1B \$1.50

Tuesday

November 1, 2022 • Vol. 116 No. 226 • 12 pages


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KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

Check out this week's Paradise — Inside and online \$1.50

Wednesday November 2, 2022 • Vol. 116 No. 227 • 22 pages

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COLLEGE INVITES FUTURE STUDENTS TO A VIRTUAL INFO EVENT

LEARN ABOUT ADMISSION PROCESS ON NOV. 9



CFK students Jude Marceau and Lesley Pazo study together on the Key West campus. CONTRIBUTED

The College of the Florida Keys (CFK) invites prospective students to learn more about the various academic and career training opportunities available at CFK through a Future Students Virtual Event on Wednesday, Nov. 9 at 5:30 p.m.

Topics to be covered include:

- Academic and career training programs, including bachelor's degrees in business, hospitality, marine science and nursing.

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Applications to start classes in the spring semester, which begins Jan. 6, are due Dec. 12. Registration for the future student event is required. More information is at CFK.edu/future-students. For more information or to schedule a personal information session, contact Marissa Owens, CFK director of recruitment, at recruiter@cfk.edu or call 305-809-3207.

— *Contributed*



Cadets in CFK's Basic Law Enforcement Academy No. 81 stand at attention in front of the college's Upper Keys Center. CONTRIBUTED

OFFICERS ON THE WAY

CFK graduates 11 cadets

The College of the Florida Keys (CFK) celebrated the graduation of Basic Law Enforcement (BLE) Academy No. 81 with a ceremony on Oct. 28 at Coral Shores High School's auditorium. Eleven cadets successfully completed the 770-hour training program. Upon passing the state certification exam, each will be eligible to become a Florida law enforcement officer.

Cathy Torres, director of CFK's Institute for Public Safety, recognized top-performing graduates with special accolades. Class Captain Nicholas Pope earned awards for leadership and academics. The "PIG" award, which recognizes pride, integrity and guts, went to Cynthia Bustamante. Ricardo Moreno earned "Top Gun" honors for superior shooting skills. Physical fitness awards were given to Joel Luna and Bustamante.

Three graduates, Keven Guerrero-Martinez, Devon Peterson and Pope, secured positions with the Monroe County Sheriff's Office (MCSO). Sheriff Rick Ramsay swore them in as deputies during the ceremony.

CFK's law enforcement officer program satisfies the training requirements of the Florida Department of Law Enforcement and the Criminal Justice Standards and Training Commission. CFK is accepting applications for two upcoming basic law enforcement academies. One will be held at the Key West campus and the other at the Upper Keys Center in Key Largo. Both are part-time evening programs, running Monday through Friday, from 6 to 10 p.m., starting in January and ending in October 2023. Applications are due on Friday, Nov. 18. More information is at www.cfk.edu/academics/academic-departments/institute-for-public-safety/.

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KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

SCORE magazine — Inside and online **\$1.50**

Friday November 4, 2022 • Vol. 146 No. 229 • 20 pages

• **Community Day**

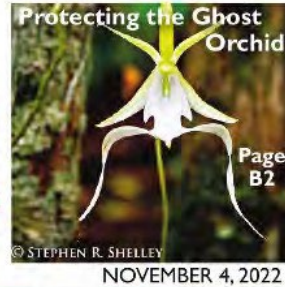
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SOUTH DADE NEWSLEADER

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Vol. 109 No. 30

Your Source for Local News in South Dade and the Upper Keys
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NOVEMBER 4, 2022



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CFK graduates law enforcement academy in Upper Keys

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See CADETS 2B

CADETS from 1B

“Top Gun” honors for superior shooting skills. Physical fitness awards were given to Joel Luna and Bustamante.

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SOUTH DADE NEWSLEADER

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NOVEMBER 4, 2022

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The College of the Florida Keys (CFK) invites prospective students to learn more about the various academic and career training opportunities available at CFK through a Future Students Virtual Event on Wednesday, November 9 at 5:30 p.m.

Topics to be covered at the Future Student Virtual Event:

- Academic and career training programs, including bachelor's degrees in business, hospitality, marine science, and nursing
- Guaranteed transfer to Florida universities with an Associate in Arts degree
- Programs and services at the new Upper Keys Center in Key Largo
- Paying for college: cost comparisons, financial aid, scholarships, payment plans
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CFK students Jude Marceau and Lesley Pazo study together on the Key West Campus. FKC

Attendees will receive a code to waive the \$30 application fee. Applications to start classes in the spring semester, which begins January 6, are due December 12. Registration for the Future Student Virtual Information Event is required.

Visit the College's website at CFK.edu/futurestudents to learn more and to sign up. For information or to schedule a personal information session, contact Marissa Owens, CFK Director of Recruitment, at recruiter@cfk.edu or call 305-809-3207.



KEYS CITIZEN

KeysNews.com

Many Islands  One Voice

Bursa claims ninth-place medal during 1A State Finals — 1B \$1.50

Tuesday

November 8, 2022 • Vol. 146 No. 231 • 12 pages

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Photo provided

Cadets in CFK's Basic Law Enforcement Academy 81 stand at attention in front of the college's Upper Keys Center.

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Dolphins runner Vance Bursa

KEYS CITIZEN

KeysNews.com

Many Islands One Voice

Marathon harriers ready to make run for state finals — 1B \$1.75

Weekend Edition

November 5-6, 2022 • Vol. 146 No. 230 • 40 pages

KEY WEST

College to host virtual info event

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Photo provided

CFK students Jude Marceau and Lesley Pazo study together on the Key West campus.

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KEYS CITIZEN

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Many Islands One Voice

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FLORIDA KEYS

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Photo provided by CFK

The College of the Florida Keys hosts career and academic training event Wednesday, Nov. 9. CFK students Jude Marceau and Lesley Pazo study together on the Key West campus.

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- Islamorada
- Marathon
- Big Pine Key

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WEDNESDAY, NOVEMBER 9, 2022 • VOLUME 36, NO. 47 • 34 PAGES

FREE

CFK graduates law enforcement academy

UPPER KEYS — The College of the Florida Keys celebrated the graduation of Basic Law Enforcement Academy 81 with a ceremony on Oct. 28 at Coral Shores High School's auditorium.

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Graduates Keven Guerrero-Martinez, Devon Peterson and



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COLLEGE PRESIDENT OFFERS SALUTE TO VETERANS DAY

NOV. 11 HONORS ALL AMERICAN VETERANS

The College of the Florida Keys honored veterans as part of its Nov. 5 festivities at Community Day on the Key West Campus. CFK President Jonathan Gueverra delivered his annual Salute to Veterans, honoring John Parce, a Naval aviator and a member of the CFK Foundation's board of directors:

This Veterans Day, I encourage all to take a moment to reflect on the sacrifices that our service members bear for all Americans and for the principles of democracy. Our heroes continue to serve in a variety of ways that benefit our communities. I salute all veterans as well as current servicemen and women, including my son Julius, who is serving in the Navy. I express my sincerest thanks to them and their families for their dedication and commitment, and for their continued service to protecting our freedom wherever they are deployed.

The Florida Keys and the College have indeed benefitted from the contributions of many veterans over the years. Each one deserves special recognition. Today, I salute one veteran in the CFK family: U.S. Naval Aviator John Parce, who is a member of the CFK Foundation's board of directors and the founder of a scholarship for nursing students.

Parce, whose father was a Navy pilot, was destined for a military career. He grew up surrounded by strong military role models and molded by experiences brought by living in various locations across the country. Parce earned a Navy ROTC scholarship to attend Marquette University, and immediately after graduating in 1974, he enlisted in the Navy and started flight training. In his 20 years of service, he was a naval aviator, intelligence officer and military diplomat. Parce also served as the Assistant Naval Attaché at the U.S. Embassy in Bangkok, Thailand.

Parce flew in jet squadrons, piloting the EA3 Skywarrior over all the oceans of the world. In 1981, he was recognized as the Number Two Carrier Pilot in the Atlantic Fleet, which was composed of about 500 pilots.

During his assignments to foreign lands, Parce opted to live within the cities and towns instead of on the U.S. military bases or the aircraft carriers. He lived in Spain and in various parts of Asia, where he immersed himself in the cultures and communities. The perspective gained enriched his personal experience and aided him professionally in his work as a military diplomat.



Military veteran and board member of the College of the Florida Keys Foundation John Parce and CFK President Jonathan Gueverra at the college's Community Day event on Nov. 5. CONTRIBUTED

Parce was first introduced to Key West when he was stationed at NAS-Key West in 1984. Upon retiring from the Navy as a commander in 1994, he chose to move back to the island. He spent the following four years restoring a Conch House he had purchased while on assignment. The refurbished historic home paved the way for a second career helping people buy and sell houses in the Old Town neighborhood. Parce has been a full-time Realtor since 2001.

Since moving to the Keys, Parce followed the growth of the college and was particularly interested in the nursing program. He even highlighted CFK's nursing program in an article aimed at prospective home buyers — pointing out the quality of the program as an educational option and as a positive influence on health care services in the Keys. Parce took his interest in the college to the next level in 2020 by establishing a scholarship for nursing students. Earlier this year, he joined the CFK Foundation's board of directors, where he is able to further expand his impact on and support of the college.

It is with great honor that on this Veterans Day 2022, the College of the Florida Keys and I salute Navy Commander John Parce. He exemplifies the vast talent, grit and selflessness of the U.S. military. Thank you for your continuous service to our country, state, and community. May such achievements, sacrifice, and generosity serve as an inspiration for all.

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CRACKING UP THE CROWD

Best of Upper Keys skits bring the laughs

Best of Upper Keys awards weren't the only highlight to what was a memorable night inside Whale Harbor Events. In between the handing out of plaques, emcees Jason Koler and Britt Myers had the crowd laughing relentlessly by satirizing local topics and roasting elected officials who were in attendance. (See Top 10 Signs You Know You're From the Upper Keys; page 17).

1. Renae Palmer, owner of Aqua Salon And Day Spa.

2. Erin Muir doesn't quite stifle a laugh.

3. It's safe to say that Suzi Youngberg enjoyed the Best of Upper Keys skits.

4. Tania Mattson, owner of Island Nails by Tania and finalist for Best Business, caught up with friends and helped support the Children's Shelter.

5. County Commissioner Holly Raschein was a great sport in spite of the roasting.

6. Audra Wallace can't help but laugh at the remarks by emcees Jason Koler and Britt Myers.

7. County Administrator Roman Gastesi, College of the Florida Keys VP of Advancement Stephanie Scuderi and Keys Weekly publisher Jason Koler catch up before the show.



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KeysNews.com

KEYS CITIZEN

Many Islands  One Voice

Powerboat races provide heartbreak, redemption – 1B **\$1.50**

Tuesday November 15, 2022 • Vol. 146 No. 236 • 14 pages

FLORIDA KEYS

CFK celebrates cop graduates

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Photo provided by The College of the Florida Keys

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