

**Association of Florida Colleges – Board of Directors Meeting
Proposed Agenda for April 30, 2025, 1:00-3:00 pm ET**

via Zoom: Meeting ID: 862 2682 9418 Passcode: 357313

<https://us02web.zoom.us/j/86226829418?pwd=URBaZvrpF2UQoCXhHDy6qB6E1awYXZ.1>

“Thriving Together: Empowering Students’ Success Through Community and AFC Support”

1.0 Call to Order – Mark Ross

1.1 Welcome & Opening Remarks – Dr. Mark Ross

1.2 Quorum Check – Tony Carvajal

1.3 Consent Agenda – Dr. Mark Ross

(Motion Required)

1.3.1 For Approval: Board of Directors Minutes, February 26, 2025

1.3.2 For Approval: Board of Directors Executive Session Minutes, February 25, 2025

1.3.3 For Information (formerly ratification): Gray Robinson; Renaissance Orlando; Lightcast (2); Helios

2.0 President’s Report – Dr. Mark Ross

2.1 Update on Strategic Initiatives – Reimagining & Strategic Planning: Next Steps

2.1.1 Revitalizing Chapters/Regions & Commissions/Learning Communities

2.2 Update on Organizational Issues

2.2.1 MOUs needed: Council of Presidents/Councils & Foundation

2.2.2 Updates to Standing Rules & Procedures

2.2.3 AFC Treasurer

3.0 Financial Reports – Tony Carvajal

(Motions Required)

3.1 Balance Sheet & Statement of Activities, 7/1/2024 – 3/31/2025

3.2 Cash Flow Analysis

3.3 Budget Planning, FY 2025-26

3.4 Update on Audit & Tax Filings

4.0 Executive Director/CEO Report – Tony Carvajal

4.1 Update on Operational Issues

4.1.1 Staffing & Operations

(Motion Requested for Executive Session)

4.1.2 Facilities – TSC Center

4.1.3 “AFC NEXT” Efforts

4.1.3.1 Membership Model(s) and Dues Structure

4.1.3.2 Programming

4.1.3.3 Communications

5.0 Reports from Commissions, Regions, Chapters, and Committees

- 5.1 Commissions – Rory Wells
- 5.2 Regions & Chapters – TBD
- 5.3 Standing Committees – Dr. Mark Ross
- 5.4 Special Committees – Dr. Mark Ross
- 5.5 Policy & Advocacy Committee Update – Dr. Georgia Lorenz

6.0 Reports from Related Entities

- 6.1 AFC Foundation Update – Matt Wetzel
- 6.2 Council of Presidents – Dr. Georgia Lorenz
- 6.3 Trustees – Tony Carvajal

7.0 Other Business or Announcements

- 7.1 New Business
- 7.2 Upcoming Board meetings
 - June 25, 1-3pm ET
 - August 27, 1-3pm ET
 - November 12, TBD (with AFC Annual Meeting scheduled for November 12-14)
 - December 17, 1-3pm ET

8.0 Adjourn

ASSOCIATION OF FLORIDA COLLEGES BOARD OF DIRECTORS
Meeting Minutes (DRAFT until approved)

February 26, 2025 – via Zoom

Call To Order

President elect Dr. Dianne Valdivia called the AFC Board of Directors meeting to order at approximately 1:17 p.m. ET.

Roll Call and Quorum Check (5 voting members required for quorum)

Dianne Valdivia, President Elect
Rory Wells, VP of Commissions
Matt Wetzel, Immediate Past President

Paul Broadie, President, Santa Fe College
Georgia Lorenz, President, Seminole State
Ava Parker, President, Palm Beach State

Tony Carvajal, CEO/Exec, non-voting *ex officio*

A quorum was present.

Dr. Valdivia welcomed the newly organized “4x4 Board” and provided an overview on behalf of AFC president, Dr. Mark Ross, highlighting his theme, “Thriving Together, Empowering Student Success through Community and AFC Support,” and noting the opportunity to address strategic initiatives and changes based on updates authorized in the Bylaws.

Consent Agenda

Dr. Valdivia reviewed the items on the Consent Agenda, noting that minutes of the Assembly of Delegates were included here for ratification because the Assembly had voted itself out of existence and the Board was acknowledging the final actions and votes, especially related to the changes to the Articles of Incorporation and the Bylaws. Dr. Valdivia also noted that executed contracts were included for “informational purposes” because prior rules of the Association (currently suspended) required the Board to ratify executed contracts.

A motion was made, seconded, and approved to adopt the Consent Agenda as presented.

Presidents Report

Dr. Valdivia noted that the updated Articles of Incorporation and Bylaws approved by the Assembly of Delegates were included in the packets. Mr. Carvajal noted that since the Assembly had voted itself out of existence and would not be meeting again, the documents were being presented to the Board for formal acknowledgment of their passing. Once acknowledged, the state office would submit the updated Articles of Incorporation to the Florida Secretary of State’s office. **A motion was made, seconded, and approved to accept the changes to the Articles of incorporation authorized by the Assembly of Delegates and to file the updated documents with the Secretary of State.**

A motion was made, seconded, and approved to accept the changes to the Bylaws authorized by the Assembly of Delegates.

The Board discussed the open Vice President 2 position, a non-voting *ex officio* position to the Board. Mr. Carvajal noted that no nominations were received during the call for elections, so the elections were not held. Dr. Valdivia noted that Dr. Brent Ferns (Santa Fe College) had expressed an interest in the position while at the Leadership Summit in January. Mr. Carvajal advised that the Bylaws allow for the Board to approve a replacement upon recommendation of the Nominations Committee. With the Board acting as the Nominations Committee, **a motion was made, seconded, and approved to appoint Dr. Brent Ferns as Vice President 2.**

Mr. Carvajal reviewed other items on the agenda, providing an update on “reimagining initiative” activities and items for strategic planning discussions. Mr. Carvajal emphasized the need for a Treasurer to assist with the oversight of the organization’s fiscal operations. He noted, though, that the current Bylaws and structure do not specify anyone as Treasurer. He suggested that an officer or appointee from the board should take on this role. Mr. Carvajal also highlighted the need for updated standing rules, particularly regarding financial and accounting practices, and the need for HR policies. He proposed that these more urgent policies should be prepared for consideration by the next board meeting. Drs. Valdivia and Lorenz agreed with Mr. Carvajal’s suggestions, with Dr. Lorenz suggesting an email approval process for approvals. Mr. Wetzel suggested that the one-signature rule could be replaced with checks and balances through email or another appointed person.

The Board discussed the status of AFC Chapters and commissions and reviewed ways to increase engagement.

Financial Reports

Mr. Carvajal reviewed the AFC balance sheet and highlighted the availability of \$540,000 in cash, but that \$82,102 was held as custodial funds for the Councils and \$319,174 were temporarily restricted funds which included Gates grant funds and a \$250,000 gift from the AFC Foundation. Dr. Lorenz asked about the source of the \$250,000, which Mr. Carvajal confirmed as a gift from the AFC Foundation, noting that \$19,000 of these funds would be applied to settle the receivables from the Foundation. Mr. Wetzel explained the funds were meant to help with offsetting costs, but no formal MOU had yet been established. Mr. Carvajal noted that the Foundation funds could be used to pay for operational expenses, such as the furniture or other expenditures related to the move into new office.

Mr. Carvajal also noted that there was approximately \$172,000 in Accounts Receivables, which were likely uncollectable. These are invoices outstanding for institutional dues from Gateway, North Florida, the Keys, and Broward.

Mr. Carvajal expressed concern about the organization’s financial status due to having only approximately 2.5 months worth of operational cash on hand. President Parker asked if there was any financial support and resource allocation differences among councils, and the potential for reorganization. Mr. Carvajal clarified that councils are not a part of AFC but are considered sub-councils of the COP, and they use the organization’s credit to pay for their meetings. Ms. Parker suggested the Board consider a more equitable distribution of resources.

Mr. Carvajal reviewed the Statement of Activities and acknowledged the challenges of comparing expenses and revenues due to changes in the chart of accounts and inconsistencies in prior years’ data. He acknowledged operating losses in the annual conference and proposed improvements for future events. He also highlighted concerns about declining membership and the potential impact that would have on the appearance that institutional dues were being used to cover lobbying activities, suggesting ways to address these issues to maintain financial stability. Ms. Parker asked about the difference between membership dues

and lobbying costs, which Mr. Carvajal explained that the dues collected were roughly \$120,000, compared to lobbying expenses of approximately \$75,000.

Mr. Carvajal noted that the budget process planning should begin soon and the exercise should assume the potential risks of losing institutional dues.

Mr. Carvajal discussed AFC's strategic initiatives and the ongoing build-out of the new office space, estimating the cost of furnishings and equipment at around \$40,000 to \$50,000.

Mr. Carvajal discussed the need for MOU's to be put into place between AFC and the COP, as well as AFC and the Foundation. Dr. Lorenz offered to assist with getting the MOUs into place for the COP and Mr. Wetzel offered to assist with the Foundation MOU. Mr. Carvajal offered to provide the Board with drafts by July 1, 2025.

A motion was made, seconded, and approved to accept the financial reports as presented.

Mr. Carvajal provided an update on the ongoing audit being conducted by Thomas Howell Ferguson and advised that the organization had an extension for filing its taxes to May 2025. Mr. Carvajal also reminded the Board that the budget needed to be completed by June and that a significant item, the institutional dues, should be presented to the COP by April since there is no COP meeting scheduled in May.

Staffing and Operations

Mr. Carvajal reviewed the "10 Strategic Imperatives" associated with the AFC Next effort and also advised that the construction was underway for the AFC office space at the TSC Center for Innovation and that we should be able to move in by May 2025.

A motion was made, seconded, and approved for the Board to meet in Executive Session to discuss additional items related to staffing and operations. Staff members left the meeting and returned once notified that the Executive Session had ended.

The following are provided as the minutes for the executive session:

The Board discussed updates on staffing, reviewed an investigation underway, and received an update on the Executive Director's contract. No votes were taken during the meeting.

Reports from Related Entities

Mr. Wetzel provided an update on the AFC Foundation and the sale of the AFC State Office building. He explained that the Foundation board members were developing a MOU which acknowledged its role as a direct support organization to AFC and would provide guidance on utilizing scholarships for professional development opportunities.

Adjourn

There being no further business, a **motion was made, seconded, and approved to adjourn.** The meeting adjourned at 2:54 PM ET.

*Prepared by: Katie Richardson and Tony Carvajal
Reviewed and respectfully submitted by: Tony Carvajal
DRAFT until approved*

AFC Board of Directors Executive Session
February 18, 2025, 8-9 a.m.

Present:

Georgia Lorenz	Rory Wells	Matt Wetzel	Paul Broadie
Tom LoBasso	Ava Parker	Dianne Valdivia	Mark Ross

In advisement capacity: Bill Mallowney

On February 12, 2025 the AFC Board of Directors received a complaint by email from Greg Williams about Tony Carvajal, CEO of AFC. Mr. Williams is the Membership and Engagement Manager for the organization and reports to Mr. Carvajal.

The meeting began with a discussion about the role of the Board. Mr. Carvajal reports to the Board, and all other staff report to Mr. Carvajal. The Board does not direct staff work, evaluate staff members, or engage in operational matters. That is delegated to Mr. Carvajal. The current situation is different in that the complaint is about Mr. Carvajal.

The Board members discussed each of the issues outlined in Mr. Williams' complaint as well as next steps. Mr. Mallowney provided his perspective as a General Counsel and longtime member and Bylaws Chair for the organization.

Consensus was reached to hire an external investigator to address the allegation of "a hostile work environment." AFC President, Mark Ross asked Georgia Lorenz to take the lead on this matter on behalf of the Board of Directors.

GRAYROBINSON

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301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

March 25, 2025

VIA EMAIL – mross1@mdc.edu

Dr. Mark A. Ross, President
Association of Florida Colleges
P.O. Box 386
Tallahassee, FL 32302

Tony CARVAJAL
Tony@myAFCHome.org

Re: Engagement Agreement

Dear Dr. Ross:

We appreciate the decision to retain GrayRobinson, P.A. to represent the Association of Florida Colleges (“Client” or “AFC”) regarding matters relating to AFC, including the current hostile work environment complaint brought by Mr. Gregory Williams. The purpose for this Engagement Agreement (“Agreement”) is to confirm the terms of our engagement and representation.

Scope of Representation

It has been our experience that things go more smoothly if both our client and we have a clear understanding in writing of the scope of the engagement and the role we have agreed to play. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made that differs materially from the terms of this engagement letter.

Billing, Fees and Expenses

Our Firm will charge for our professional services on an hourly basis. I will be the lead for the employment legal work. My current rate is \$660.00 per hour, however, I have reduced my rate to \$400.00/hr. and Associate, Julie Zolty’s rate is \$300.00/hr. We reserve the right to utilize other members of the Firm whenever, in our discretion, we deem it appropriate. If requested, we will be glad to provide you with a schedule of rates presently in effect for all individuals performing work on this matter. Our hourly rates vary and are subject to change in the future, generally in August of each year.

In addition to our professional services, we will bill Client for all disbursements and out-of-pocket expenses made or incurred. These typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, facsimile charges, messenger services and filing or recording fees. We may also use computerized research or other technology services to assist in handling your matters. Those services will be used when we believe that it is appropriate to do so. Expenses incurred or advanced on your behalf will be itemized on our billing invoice. Please note, if we anticipate that substantial expenses will be incurred, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

Client will be billed monthly. We are happy to discuss our billing invoice with you at any time and will welcome the opportunity to address any questions you may have. In the event you should disagree with or question any amount, you agree to communicate such disagreement or question to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

Retainers

The Firm reserves the right to require a Retainer in the future based upon the scope of service anticipated. Retainers will be held without interest in the Firm's Trust Account until disbursed. Such funds may be applied in payment of professional fees owed or expenses incurred. Additionally, you may be required to replenish the funds as they are used.

Dispute Resolution

Should there arise any dispute concerning fees and costs earned and owed to the Firm and, if it becomes necessary for this Firm to retain an attorney or otherwise utilize the Firm's own attorneys to collect such fees and costs, the prevailing party to such dispute will be entitled to recover its attorney's fees, costs and expenses necessarily incurred. In addition, Client and this Firm each hereby waive any right to a jury trial for any controversy, dispute or claim arising out of or related to this Firm's representation of Client and/or this Agreement, and we further agree that venue for any lawsuit brought thereon shall be Leon County, Florida, where this agreement is deemed made and finally executed.

Advance Waiver

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that one or more of our present or future clients have or will have matters adverse to Client. Our acceptance of your current representation will preclude us from accepting future representations adverse to Client, which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, each agrees that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to Client with respect to matters not substantially related to the specific matter or matters for which you have engaged our services.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to a material or potential material disadvantage to Client.

No Representation of Corporate Affiliates

This will also confirm that unless we reach an explicit understanding to the contrary, we are being engaged by and will represent Client, and that we are not being engaged to represent any of your parent companies, subsidiaries, affiliated entities, officers, directors, members, partners, shareholders or employees.

Termination

Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent Client, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent Client in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

Client Review

I am happy to answer any questions you may have regarding this engagement agreement. Likewise, you have the right to have this agreement reviewed by an outside party or other professional prior to signing. You understand that the Firm is not engaged until the signed original engagement agreement is returned to us, including any requested advance Retainer.

Dr. Mark A. Ross, AFC President

March 25, 2025

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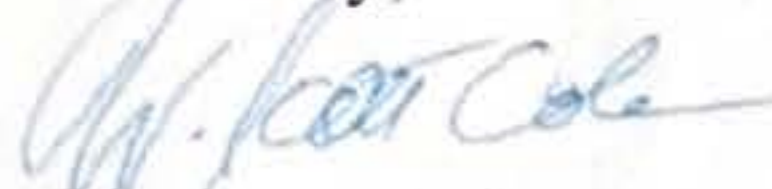
Entire Agreement

These terms, and the attached Additional Understanding Regarding Representation, which are incorporated by reference, constitute our entire Agreement for the representation of Client in this matter. There are no other arrangements or agreements regarding our representation of you which are not expressed in this Agreement. Any modification of the Agreement must be in writing, by mail, fax or e-mail. The Agreement is binding on you and on GrayRobinson, and the respective legal representatives and successors of each.

If the terms of this engagement as set forth in this letter meet with your approval, please indicate signing the Agreement in the space provided below. You may return it by facsimile at (407) 244-5690, or email it as a PDF copy to me at Scott.cole@gray-robinson.com, and we will consider a fully executed counterpart copy of this Agreement to serve as the original executed document.

We appreciate the confidence and trust you have placed in us as your legal counsel, and I encourage you to communicate with me if at any time you have questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely,



W. Scott Cole

WSC/clm

Attached: Additional Understanding Regarding Representation
Privacy Policy

The terms of this representation are accepted

this 26 day of March, 2025.

By: _____

~~Dr. Mark A. Ross, President~~

ANTONIO CARVAJAL, CEO & Executive Director

ADDITIONAL UNDERSTANDING REGARDING REPRESENTATION

Payment of Invoices

In the event that our invoices are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement and/or to pursue our other remedies, including the right to charge you interest of 1¹/₂% per month for any invoice which has not been paid within 30 days of the date the invoice is mailed or emailed to you. We also reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Electronic Data

This will serve as our disclosure that the Firm does presently and will continue to maintain confidential and privileged information in electronic form. This practice will be followed in our work on this matter. The Firm does take measures that it understands to be reasonable and consistent with current business practices to protect that information.

Outcome or Result

We will strive to do our best to meet your needs in this and other any matter we subsequently undertake for you. Either at the commencement, or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney, consultant or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee. We cannot and do not make any representations, warranties or guarantees concerning the outcome of this or any representation we undertake. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

File Retention

Following the termination of the representation/engagement, any otherwise nonpublic information you have supplied to the Firm (unless previously removed or destroyed by specific request) will be retained by us and kept confidential in accordance with applicable rules of professional conduct, and the Firm reserves the right to send such materials to off-site storage at any time. Any retrieval of material once the file is closed may incur an expense for which you will be responsible. The Firm's retention policy provides that we retain stored and closed files for a period of ten (10) years after which they may be destroyed. Thus, if there are any documents which you need from those we possess, we recommend that you obtain them at the conclusion of our work on this matter. Failure to do so will waive and indemnify the Firm from any liability for the destruction of materials.

Commencement of Representation:

Our representation will not continue until we receive a signed copy of the Agreement to which this statement is attached, together with payment of any retainer specified therein.

Withdrawal or Termination:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

Dr. Mark A. Ross, AFC President

March 25, 2025

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Unless previously terminated, our representation will terminate as follows: (1) if this is the only matter in which we represent the Client, our representation will terminate upon our sending our final invoice for services rendered in this matter; and (2) if we represent the Client, in more than one matter, our representation of each matter will terminate upon sending the final invoice for that matter, and the attorney-client relationship will terminate completely (absent any new or subsequent engagements) upon our sending the final invoice in the last open matter.

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this firm. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of GrayRobinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

R
RENAISSANCE
 ORLANDO AT SEAWORLD

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the **Renaissance Orlando at SeaWorld®**, 6677 Sea Harbor Drive, Orlando, FL, 32821, (407) 351-5555 and **Association of Florida Colleges** and outlines specific conditions and services to be provided.

ORGANIZATION: Association of Florida Colleges
CONTACT:
 Name: Tony Carvajal
 Job Title: CEO/Executive Director
 Street Address: 1725 Mahan Drive
 City, State, Postal Code: Tallahassee, FL 32308-5201
 Country/Region: USA
 Phone Number: (850) 222-2949
 E-mail Address: tony@myafchome.org

HOTEL CONTACT:

Name: Stacy Nunez
 Job Title: Senior Sales Executive
 Phone Number: (407) 248-7376
 E-mail Address: stacy.nunez@marriott.com

NAME OF EVENT: Association of Florida Colleges
REFERENCE #: M-UTP0MT1
OFFICIAL PROGRAM DATES: Tuesday, November 11th, 2025 - Friday, November 14th, 2025

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Association of Florida Colleges agrees that it will be responsible for utilizing, 437 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Run of House	Corner King Suite	Parlor King Suite	King Room Connector	Staff Rooms	Total Rooms
11/11/2025	Tuesday	15	0	1	1	5	22
11/12/2025	Wednesday	95	2	1	1	5	104
11/13/2025	Thursday	293	2	1	1	5	300
11/14/2025	Friday	0	2	1	1	5	9

GROUP ROOM RATES

Hotel room rates are subject to applicable state and local taxes (currently 12.5%) in effect at the time of check-out.

The confirmed net room rate per night for the 2025 Event will be:

Start Date	End Date	Room Type	Single
11/11/2025	11/13/2025	Run of House	\$199.00
11/11/2025	11/14/2025	King Guest Room Connector	Complimentary
11/12/2025	11/14/2025	Corner King Suite	\$199.00
11/11/2025	11/14/2025	Parlor King Suite	\$199.00
11/11/2025	11/14/2025	Staff	\$144.00

COMPLIMENTARY ROOMS

Association of Florida Colleges will be entitled to one (1) complimentary room night for every forty-five (45) revenue-generating room nights occupied on a cumulative basis.

If complimentary units earned are to be applied to suites, they will be applied on a daily basis as follows:

Corner King/Junior Suite	=	1 room night
Executive King Suite	=	1 room night
Parlor King Suite	=	1 room night
One Bedroom King Suite	=	2 room nights
Governor's Suite and 1 bedroom	=	2 room nights
Presidential Suite	=	3 room nights

Excludes connecting guest rooms. Any additional connecting rooms to the suites listed above are counted as one (1) complimentary room for each room.

STAFF ROOMS

Hotel will set aside five (5) of the Room Night Commitment to be assigned by Association of Florida Colleges to staff at a special rate of \$144.00, arrival November 11th, 2025 and departure November 14th, 2025. Staff rooms are net non-commissionable and not applicable towards complimentary rooms earned.

RESORT FEE

Room rates will be inclusive of a discounted \$15.00 non-commissionable daily resort fee (currently \$45.00 per room per night, plus applicable taxes) in effect at the time of check in. This fee will cover several amenities which at this time include:

- Daily Scheduled Shuttle Service to: Magic Kingdom, Hollywood Studios, Epcot, Animal Kingdom, Disney Springs, Universal Studios
- Daily Enhanced Wireless Internet in Guest Room
- One Time Welcome Resort Beverage, two coupons per room, per stay (to include a selection of spirits, wine, beer or soft drinks)
- Daily Basic Wireless Internet in Convention & Meeting Space

Group shall be solely and fully responsible for informing its attendees of this charge and that it is separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump this charge into any category such as tax or room rate. It shall be Group's sole responsibility to disclose clearly and conspicuously to all attendees, in advance of booking and making reservations for rooms supplied by Hotel, the Resort Fee and any and all taxes specified by Hotel herein and any and all additional hotel charges specified herein. Should any attendee object to paying for an automatic charge (such as the Resort Fee) because of inadequate notice of the charge, the charges to which such attendee objects shall be posted to the Group's master account.

CP

COMMISSION

The group room rates listed above include a commission of seven percent (7%) on all utilized room nights, excluding anything packaged into the rate such as internet, resort fee, rebate, or any other miscellaneous charges, and any rooms discounted off Association of Florida Colleges' room rate, payable to The Event Architects with the IATA number 10788116. Commission payment will be processed forty-five (45) days after Association of Florida Colleges' departure date. Hotel reserves the right to deduct from any future commission payable to The Event Architects for other events, any commission paid in connection with this Event, if the Master Bill is not paid in full within six (6) months after the conclusion of the Event. Hotel and Association of Florida Colleges agree that the commission for the booking of this Event is non-cancelable and non-transferable to any other party. Hotel will not be liable for any commission fee to any other entity.

ROOMS ATTRITION

Hotel is relying upon Association of Florida Colleges' use of the cumulative Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Association of Florida Colleges agrees that a loss will be incurred by Hotel if Association of Florida Colleges' actual usage is less than eighty percent (80%) of the cumulative Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the cumulative Room Night Commitment. At the conclusion of Association of Florida Colleges' Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition Association of Florida Colleges has taken from the cumulative Room Night Commitment set forth above. Any remaining amount will be posted as a charge to Association of Florida Colleges' Master Account, plus applicable taxes.

CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Association of Florida Colleges with the following concessions:

- One (1) complimentary guestroom per every forty-five (45) paid room nights on a cumulative basis
- Two (2) Corner King Junior Suite upgrade(s), per night, offered at the group rate, valid November 12, 2025 to Departure November 15, 2025 (*see Guest Room Commitment Grid*)
- One (1) Parlor King Suite per night offered at the group rate with King Connector complimentary, valid November 11, 2025 to November 15, 2025 (*see Guest Room Commitment Grid*)
- Five (5) staff rooms available per night, offered at \$144.00
- Group rate honored three (3) days pre and post event dates, based on group room rate and room type availability
- Five (5) VIP welcome amenities, Hotel's choice (valued at \$50.00 each)
- 20% allowable cumulative attrition
- ~~Five (5) VIP welcome amenities, Hotel's choice (valued at \$50.00 each)~~ *SN*
- ~~20% allowable cumulative attrition~~ *SN*
- Ten-percent (10%) discount on the 2025 published catering menu pricing if food and beverage minimum is achieved (F&B minimum must be achieved once discount has been applied. Not applicable to specially designed or already discounted menus. Excludes taxes and service charges. Service charges based on full retail price.)
- Complimentary meeting space with food and beverage minimum of \$60,000.00 (excluding taxes and service charges.)
- Twenty-percent (20%) discount on the 2025 published audio visual pricing when exclusively using in-house audio visual provider (excludes taxes, labor, electrical, rigging and service charges and does not apply to custom proposals)
- Room rates inclusive of a \$15.00 discounted resort fee, currently \$45.00 per room per night (plus applicable taxes) in effect at the time of check-in.
- Complimentary access to 24-hour fitness center for registered hotel guests
- 50% discount on prevailing self-parking rates (currently \$40.00 per day)
- Double Marriott Bonvoy Points for contract signer and meeting planner (Event Architects) (up to 120,000 each)

- Two (2) complimentary guestrooms offered at group rate for pre-planning meeting, based on Hotel availability
- A one-time signing bonus of 50,000 Marriott Bonvoy points will be awarded to the contract signer if signed by March 31st, 2025
- Complimentary non-alcoholic beverages and dry snacks of hotels choice replenished daily in the staff office for up to 10 guests

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than twenty percent (20%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

METHOD OF RESERVATIONS

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number to be established after enabling Passkey. It is the responsibility of Association of Florida Colleges to publish and provide this information to potential attendees through the planner's meeting website or through email. Association of Florida Colleges shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotels then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group's information and reports.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Association of Florida Colleges. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before, **October 21, 2025** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Association of Florida Colleges group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Association of Florida Colleges' obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

MASTER ACCOUNT

Hotel must be notified in writing at least 7 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

BILLING ARRANGEMENTS

The following billing arrangements apply: **Individual to Pay Own**

Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

EARLY DEPARTURE FEE

Association of Florida Colleges acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a \$223.88 fee as compensation for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel at check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from Association of Florida Colleges' attendees on a date as to which Association of Florida Colleges incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), Association of Florida Colleges agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

ADVANCE PAYMENT

An advanced deposit of \$10,000.00 is due with the signed contract on March 31, 2025 and will be credited to the Master Account. The remainder of the advance payment of \$60,000 will be due according to the following schedule:

- \$20,000.00 due June 30th, 2025
- \$20,000.00 due September 30th, 2025
- \$10,000.00 due October 30th, 2025

Estimated full prepayment is due in full three (3) business days prior to the event. Should your actual charges exceed the pre-paid amount, final payment is due at the conclusion of the event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Association of Florida Colleges wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Association of Florida Colleges shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Association of Florida Colleges.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Association of Florida Colleges agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Association of Florida Colleges' credit. If credit is approved, the outstanding balance of Association of Florida Colleges Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Association of Florida Colleges will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Association of Florida Colleges in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Association of Florida Colleges has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- Direct Bill
- _____ [agreed alternative]

Association of Florida Colleges may not change this form of payment.

Association of Florida Colleges agrees to pay an advance deposit as listed in this agreement, with the full amount due prior to the start of the group's event.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Association of Florida Colleges, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Function Space
11/12/2025	Wed	6:00 AM	5:00 PM	Board Meeting	Crescent Rounds	25	Coral A
11/12/2025	Wed	6:00 AM	5:00 PM	Board Meeting	Crescent Rounds	25	Coral B

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Date	Day	Start Time	End Time	Function Type	Setup	# People	Function Space
11/12/2025	Wed	6:00 AM	5:00 PM	Board Meeting	Crescent Rounds	25	Coral C
11/12/2025	Wed	6:00 AM	5:00 PM	Board Meeting	Hollow Square	40	Labrid
11/12/2025	Wed	6:00 AM	11:59 PM	Meal Room	Rounds of 10	75	Atrium A 12:00 PM - Lunch 6:00 PM - Reception
11/12/2025	Wed	2:00 PM	11:59 PM	Office	Conference	10	St George
11/12/2025	Wed	6:00 PM	11:59 PM	Set Up	Exhibits	25	Peninsula 1-3
11/13/2025	Thu	6:00 AM	11:59 PM	Office	Conference	10	St George
11/13/2025	Thu	6:00 AM	11:59 PM	Exhibits	Exhibits	25	Peninsula 1-3
11/13/2025	Thu	8:00 AM	9:00 AM	Breakfast	Rounds of 10	100	Atrium C
11/13/2025	Thu	10:00 AM	12:00 PM	General Session	Theatre	400	Peninsula 4
11/13/2025	Thu	12:00 PM	1:00 PM	Lunch	Rounds of 10	300	Atrium CD
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Peninsula 5
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Peninsula 6
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Peninsula 7
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Biscayne 1
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Biscayne 2
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Biscayne 3
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Coral A
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Coral B
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	35	Coral C
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	25	Longboat 1
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	25	Longboat 2
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	25	Merritt 1
11/13/2025	Thu	12:00 PM	5:00 PM	Breakout	Schoolroom	25	Merritt 2
11/13/2025	Thu	6:00 PM	9:00 PM	Reception	Cocktail Rounds	300	Pool Terrace & Lawn
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Coral B
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Peninsula 7
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Biscayne 1
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Biscayne 2
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Biscayne 3
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Coral A
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Coral C
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	25	Longboat 1
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	25	Longboat 2
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	25	Merritt 1
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	25	Merritt 2
11/14/2025	Fri	6:00 AM	2:00 PM	Office	Conference	10	St George
11/14/2025	Fri	6:00 AM	2:00 PM	Exhibits	Exhibits	25	Peninsula 1-3
11/14/2025	Fri	6:00 AM	2:00 PM	Meal Room	Rounds of 10	300	Atrium CD 8:00 AM - Breakfast 12:00 PM - Lunch
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Peninsula 6
11/14/2025	Fri	6:00 AM	2:00 PM	Breakout	Schoolroom	35	Peninsula 5

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6.5%) and service charge (currently 26%) in effect on the date(s) of the event. For any events taking place outdoors a service fee of \$7.50 per person will apply. All outdoor events will have additional charges for lighting based upon needs of the function.

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REASSIGNMENT OF MEETING SPACE

The hotel has the right to reassign meeting space due to changes in final attendance, provided that 1) space is adequate; 2) the original room set, and number of participants contracted for has been honored and 3) Company receives prior notification. Because of this, all meeting room names and assignments are to be listed in contract.

FOOD AND BEVERAGE ATTRITION

Association of Florida Colleges agrees that it will provide a minimum banquet catering food and beverage revenue of \$60,000.00 (exclusive of applicable service charges and taxes) as part of the Event. If Association of Florida Colleges provides less banquet catering food and beverage revenue, it agrees to pay Hotel the shortage, plus applicable taxes. In addition, if any banquet catering food and beverage event is cancelled within 72 hours of its scheduled starting time, Association of Florida Colleges agrees to pay Hotel 100% of the banquet catering food and beverage revenue guaranteed at 72 hours. Food and beverage spent at the restaurant cannot be applied toward this banquet catering food and beverage minimum.

DAMAGE TO FUNCTION SPACE

Association of Florida Colleges agrees to pay for any damage to the function space that occurs while Association of Florida Colleges is using it. Association of Florida Colleges will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Association of Florida Colleges and its attendees.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

Association of Florida Colleges acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Association of Florida Colleges' obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Association of Florida Colleges' obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Association of Florida Colleges agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Hotel's actual harm;
- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Association of Florida Colleges' space and functions.

Association of Florida Colleges therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to 90 days prior	75% of Total Room Revenue*, 75% of F&B Minimum
From 89 days to 1 st day of arrival	100% of Total Room Revenue*, 100% of F&B Minimum

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Association of Florida Colleges' group room rate. If applicable, state and local taxes will be added to the amounts listed above.

Provided that Association of Florida Colleges timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Association of Florida Colleges relating to the Cancellation.

NO ROOM TRANSFER BY GUEST

Association of Florida Colleges agrees that neither Association of Florida Colleges nor attendees of the Event nor any

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intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Association of Florida Colleges reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, state of emergency declared in the State of Florida, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Association of Florida Colleges agree to cooperate with each other to ensure compliance with such laws.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with applicable orders, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PARKING

The Renaissance Orlando at SeaWorld® provides self or valet parking for our guests and visitors. Currently, self-parking is offered at \$40.00 and valet parking is offered at \$54.00 per day, plus applicable taxes. Price points are provided for information purposes; rates are subject to change. Please advise us if you wish to host parking for your attendees.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Association of Florida Colleges will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Association of Florida Colleges understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Association of Florida Colleges' needs. If such special setups or extraordinary formats are requested, Hotel will present Association of Florida Colleges two (2) alternatives: (1) charging Association of Florida Colleges the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Association of Florida Colleges requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Association of Florida Colleges wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Association of Florida Colleges must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Association of Florida Colleges, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

AUDIOVISUAL SERVICE STANDARDS

Encore is a full-service production company and the in-house audiovisual and production services partner. Our production team provides a full range of meeting production services including business meeting development, concert audio/lighting equipment; break out meeting support, video production, etc. Encore can be reached directly at RenaissanceOrlandoSales@encoreglobal.com.

Encore has exclusive rights to provide all breakout audio visual equipment, services, and labor in all meeting space with the exception of Ballroom space when utilized for General Sessions. Subject to compliance with the requirements imposed on outside contractors, the client may elect to use a provider other than Encore for their plenary/general session (main meeting space) with no additional charges applied by the Hotel.

Encore is the exclusive provider for all rigging services, rigging labor, chain hoists, rigging truss and rigging hardware for the Renaissance Orlando at SeaWorld. Any connection to the ceiling or supporting structure of the Hotel must have approval from Encore prior to installation and will be subject to charges. Additionally, Encore maintains exclusive control over all connections to house audio, lighting, data, Internet, and Power Distribution. Appropriate charges will apply to the client's

master account unless other payment arrangements have been made. Please refer to our production guideline for further details.

All Audio Visual and Technical productions services performed at Renaissance Orlando at SeaWorld must conform to Renaissance Orlando at SeaWorld's Production Guidelines.

PERFORMANCE LICENSES

Association of Florida Colleges will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Association of Florida Colleges may use or request to be used at the Hotel.

MATERIAL RECEIVING STORAGE AND HANDLING

All receiving, handling, storage and shipping is provided by FEDEX Office onsite.

DATA PRIVACY AND PROTECTION

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Association of Florida Colleges will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Association of Florida Colleges has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name Tony Carvajal
Marriott Bonvoy Membership Number 513266536

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

ACCEPTANCE


When presented by the Hotel to Association of Florida Colleges, this document is an invitation by the Hotel to Association of Florida Colleges to make an offer. Upon signature by Association of Florida Colleges, this document will be an offer by Association of Florida Colleges. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Association of Florida Colleges at any time prior to Association of Florida Colleges' execution of this document, the outlined format and dates will be held by the Hotel for Association of Florida Colleges on a first-option basis until **March 31, 2025**. If Association of Florida Colleges cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Association of Florida Colleges and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Association of Florida Colleges.

Name: (Print) Tony Carvajal

Signature: 
as agent for Association of Florida Colleges

Title: (Print) CEO/Executive Director

Date: 3/31/2025

Marriott Rewards # 513266536

Not a member? Sign up at www.marriott.com/meetings/rewards

Approved and authorized by Hotel:

Name: (Print) Stacy Nunez

Signature: 

Title: (Print) Senior Sales Executive

Date: 3-31-2025



Lightcast Representative: Dorian Clark

Economic Impact Study Agreement

This Economic Impact Study Agreement (the "Agreement") between Economic Modeling, LLC of Moscow, Idaho ("Lightcast") and Association of Florida Colleges of Tallahassee, Florida ("Client") sets forth the terms and conditions for Lightcast to provide an economic impact study ("EIS") to Client.

I. Fee

The fee for the EIS is \$98,000.00, payable as follows:

- \$49,000.00, invoiced upon Agreement signature
- \$49,000.00, invoiced upon completion of final report

Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions where applicable.

II. Timeline and Scope of Work

Lightcast will deliver the following reports to Client:

- Main Report
- Executive Summary
- Fact Sheet
- PowerPoint Presentation
- Infographic

Lightcast will provide a Statewide Aggregate Study that includes the following 28 Florida Colleges:

List of schools:

- Broward College
- Chipola College
- College of Central Florida
- Daytona State College
- Eastern Florida State College
- Florida Gateway College
- The College of the Florida Keys
- Florida SouthWestern State College
- Florida State College at Jacksonville
- Gulf Coast State College
- Hillsborough Community College
- Indian River State College
- Lake-Sumter State College
- Miami Dade College
- North Florida College
- Northwest Florida State College
- Palm Beach State College
- Pasco-Hernando State College
- Pensacola State College
- Polk State College
- Santa Fe College
- Seminole State College of Florida
- South Florida State College
- St. Johns River State College
- St. Petersburg College

- State College of Florida, Manatee-Sarasota
- Tallahassee State College
- Valencia College

Additional details regarding the scope of work are outlined in Appendix A.

The study period is 12-20 weeks from receipt of contract signature.

A Lightcast EIS team member will contact Client's authorized representative to determine a schedule. Lightcast will work with Client's authorized representative to adhere to the following overall timeline:

- Data collection and review phase: Six to ten weeks
- Draft phase: Four to six weeks
- Final phase: Two to four weeks

If the Client fails to submit necessary data to Lightcast within the agreed-upon schedule, Lightcast will no longer be bound to deliver the final reports by the original deadline. In the event the Client does not respond to the draft version with comments within three weeks after draft delivery, Lightcast reserves the right to deem the draft to be the final version for billing purposes.

Lightcast will not make revisions that in the opinion of the economist preparing the study are not reasonably supported by the data.

For an additional fee Client may have an Lightcast consultant travel to the Client's offices to make a presentation of the EIS results. Please inquire for details.

Client will make available point persons to act as authorized representatives to work with Lightcast on data collection, feedback on reports, submission of information to Lightcast, and invoicing within the time frame above.

III. Work Samples

Unless instructed otherwise by Client, Lightcast may share the deliverables with a third party as samples of work previously completed.

IV. Use of Client Data

Client grants Lightcast a limited, irrevocable, non-exclusive, worldwide, royalty-free, right and license to use the data Client submits to Lightcast for Lightcast's internal purposes, and within works prepared by Lightcast for third parties, provided that any Client data provided to third parties shall solely be in aggregated and anonymized form.

V. Data Use Agreement

The data provided by Lightcast may be published only with citation to Lightcast. Neither the report itself nor any data included in the report may be resold.

VI. Responsibility for Use

Lightcast's products and services use data, reports, and forecasts which are generated using public and government data sources and proprietary analytical processes. Lightcast uses estimates when there are suppressed or missing data points, and such estimates are subject to error. Data, reports, and forecasts included in Lightcast's products and services may differ significantly from actual circumstances or outcomes. Lightcast's products and services are provided "as is," without warranty for a particular purpose or project. Lightcast is not liable for their misuse, or for the results of any planning errors based thereon. The Client is fully responsible for the decisions that are made based on Lightcast's products or services and the outcomes of those decisions. By purchasing Lightcast's products or services, the Client shall not hold Lightcast liable for economic loss arising from their use.

BY PURCHASING THIS DATA, REPORT, PRODUCT, OR SERVICE, CLIENT AGREES THAT LIGHTCAST

SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR OTHER ECONOMIC LOSS ARISING FROM THEIR USE. LIGHTCAST'S MAXIMUM LIABILITY, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THAT LIGHTCAST RECEIVED FOR THE DATA, REPORT, FORECAST, OR SERVICE IN QUESTION.

VII. Compliance with Laws

Lightcast warrants that its performance under this agreement complies with all applicable laws. If at any time during the term of this agreement it becomes unlawful for Lightcast to continue performance, Lightcast may immediately terminate its performance under this agreement without penalty. If Lightcast terminates under this section, Lightcast will refund the unused portion of any prepaid fees.

VIII. Applicable Law

Any litigation regarding interpretation or enforcement of this agreement shall be brought in the state of Idaho, and this agreement shall be interpreted according to the laws of the state of Idaho without regard to any conflict of law provisions.

IX. Complete Agreement

This is the complete agreement between the parties. Any amendments to this agreement, including any terms that Client is required by law to include in a contract for services, must be in writing and signed by both parties.

For Lightcast

James P Moran 03/31/2025

Authorized Signature Date

JP Moran

Printed Name
Economic Modeling, LLC
232 N. Almon St.
Moscow, ID 83843

For Client

[Signature] 3/28/25

Authorized Signature Date

as Agent for Association of Florida Colleges

Printed Name
ANTONIO CARVAJAL
Association of Florida Colleges
113 East College St
Tallahassee, Florida 32301

Invoicing Information (to be completed by customer at time of signature)			
Accounts Payable Email:	BILLING@MYAFCHOME.ORG		
Vendor Portal (if applicable):			
Purchase Order Number:			
Is a PO required? (check one)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast		If yes, please provide tax-exempt certificate at time of signature	

**RESEARCH AGREEMENT BETWEEN
HELIOS EDUCATION FOUNDATION
AND ASSOCIATION OF FLORIDA COLLEGES ON
FLORIDA COLLEGE SYSTEM - LIGHTCAST ROI ANALYSIS**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

HELIOS EDUCATION FOUNDATION

/Barbara Ryan Thompson/

Date Signed: April 15, 2025

Barbara Ryan Thompson, Executive Vice President & COO

ASSOCIATION OF FLORIDA COLLEGES

/Tony Carvajal/

Date Signed: April 15, 2025

Tony Carvajal, President

ADDENDUM A

[Continued on next page.]

The Economic Impact of the Florida College System

Project Overview:

Florida's state colleges are vital engines for academic and economic growth and provide critical social value and community development across the state. With more than 610,000 students pursuing high-quality degrees or certificates, The 28 state colleges are responsible for producing the skilled workforce that contributes to Florida's competitiveness in the global economy. Additionally, FCS institutions are the postsecondary starting point for the majority of Florida high school graduates.

Florida's colleges are frequently called upon to demonstrate their institution's economic and social value to secure state appropriations and community support. While anecdotes can be persuasive, there is an increasing demand for concrete, data-driven evidence to back these claims. In 2018, Helios funded a previous version of this research project in partnership with the Association of Florida Colleges and Tax Watch Florida. Completed in March 2019, the research found that for every \$1 invested at the state level in the FCS System has a return of between \$10.80 and \$15.42.

This proposed Economic Impact Study (EIS) will build off of the 2019 findings and evaluate the economic value and return on investment (ROI) of Florida's public colleges in the current economic climate. The proposed EIS will quantify the return on investment for students, taxpayers, and the state, providing robust, data-driven evidence to strengthen planning and advocacy efforts for colleges leaders, especially presidents and trustees. The proposed project will use the research expertise and propriety data of Lightcast (formerly EMSI)—the same data source and partner as the Helios's DCEE Workforce Module—to estimate the economic impact of the FCS.

Research Questions:

While main research question is “what is the economic value and ROI of Florida’s State Colleges?”, the analyses will consider the following:

1. Income Added to the Region
2. Student Productivity and Lifetime Earnings
3. Regional Impact of Spending
4. Social Savings and Community Benefits
5. Return on Investment for Taxpayers



Deliverables:

Lightcast will deliver the following materials at the end of the project:

- Report of full findings
- Executive summary
- Fact sheet
- Infographic
- College-specific reports

Additionally, Helios and AFC will partner on a research brief that summarizes the key findings from the report and tells the story from the partner perspective.

Budget:

The project cost for Helios is \$205,000. This includes \$140,000 for the overall state/system-level analysis and \$65,000 for college-level reports for the five institutions in Helios's priority regions (Hillsborough Community College, St. Petersburg College, Valencia College, Broward College, and Miami Dade College).

Timeline:

The project will run through December 2025. An outline of activities is as follows:

- Data Collection & Review Phase: April to June (AFC, COP, Lightcast and FCS Office to coordinate with colleges to collect standardized data)
- Prepare DRAFT Report: July to August
- Review Report, Propose Edits: August to September
- Develop Rollout & Communications Plan: August to September (Next steps include statewide rollout, individual college rollouts, and framework for continued "story-telling."
NOTES: 1- AFC legislative fly-in and Annual Conference are each planned for early November, November 4-5 and November 11-16, respectively. 2- Work with Helios to determine how to incorporate their communications and story-telling interests.)
- Final Report Ready: October
- Rollouts Begin: November



Lightcast Representative: Dorian Clark

Economic Impact Study Agreement

This Economic Impact Study Agreement (the "Agreement") between Economic Modeling, LLC of Moscow, Idaho ("Lightcast") and Association of Florida Colleges of Tallahassee, Florida ("Client") sets forth the terms and conditions for Lightcast to provide an economic impact study ("EIS") to Client.

I. Fee

The fee for the EIS is \$286,000.00, payable as follows:

- \$143,000.00, invoiced upon Agreement signature
- \$143,000.00, invoiced upon completion of final report

Invoices are due 30 days from receipt. Sales tax (including, as applicable, VAT, GST, HST, PST, etc.) will be added for non-tax-exempt institutions where applicable.

II. Timeline and Scope of Work

Lightcast will deliver the following individualized reports to each of the Florida Colleges:

- Main Report
- Executive Summary
- Fact Sheet
- PowerPoint Presentation
- Infographic

Lightcast will provide an individual Economic Impact Studies for the following 26 Florida Colleges:

1. Broward College
2. College of Central Florida
3. Daytona State College
4. Eastern Florida State College
5. Florida SouthWestern State College
6. Florida State College at Jacksonville
7. Gulf Coast State College
8. Hillsborough Community College
9. Miami Dade College
10. North Florida College
11. Northwest Florida State College
12. Palm Beach State College
13. Pasco-Hernando State College
14. Pensacola State College
15. Polk State College
16. Santa Fe College
17. Seminole State College of Florida
18. South Florida State College
19. St. Petersburg College
20. State College of Florida, Manatee-Sarasota
21. Tallahassee State College
22. Valencia College
23. Lake-Sumter State College
24. Florida Gateway College
25. Chipola College
26. St. John's River State College

CP

Additional details regarding the scope of work are outlined in Appendix A.

The study period is 18-26 weeks from receipt of contract signature. The deadline for contract signature is April 25, 2025.

A Lightcast EIS team member will contact Client's authorized representative to determine a schedule. Lightcast will work with Client's authorized representative to adhere to the following overall timeline:

- Data collection and review phase: Ten to sixteen weeks
- Draft phase: Six to ten weeks
- Final phase: Two to four weeks

If the Client fails to submit necessary data to Lightcast within the agreed-upon schedule, Lightcast will no longer be bound to deliver the final reports by the original deadline. In the event the Client does not respond to the draft version with comments within three weeks after draft delivery, Lightcast reserves the right to deem the draft to be the final version for billing purposes.

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For Lightcast

James P Moran

 Authorized Signature 04/23/2025 Date

 James P Moran, CRO
 Printed Name
 Economic Modeling, LLC
 232 N. Almon St.
 Moscow, ID 83843

For Client

[Signature]

 Authorized Signature 4/21/25 Date
 as agent for AFC
 ANTONIO CARVAJAL

 Printed Name
 Association of Florida Colleges
 113 East College St
 Tallahassee, Florida 32301

Invoicing Information (to be completed by customer at time of signature)	
Accounts Payable Email:	
Vendor Portal (if applicable):	
Purchase Order Number:	
Is a PO required? (check one) Yes <input type="checkbox"/> No <input type="checkbox"/>	Is customer tax-exempt? Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide PO at time of signature or indicate when the PO will be provided to Lightcast	If yes, please provide tax-exempt certificate at time of signature

Appendix A

Scope of Work

There are two sides to Lightcast's Economic Impact Study: an economic impact analysis and an investment analysis.

The economic impact analysis examines the direct and indirect multiplier effects that occur as your college and its employees and students spend money in the region, as well as the economic benefits generated by past students who live and work within the regional economy.

Meanwhile, Lightcast's investment analysis indicates the strength of the college as an investment from the perspectives of students, taxpayers, and society as a whole. This analysis projects various benefits into the future, discounts them to current dollars, and compares the present values with the costs of generating the benefits.

Economic Impact Analysis



Operations Spending Impact – The added net income generated in the region as a result of your college's payroll and its purchases for supplies and services.



Construction Spending Impact (if applicable) – The impact of your college's expenditures for new buildings and other large ongoing capital projects.



Student Spending Impact – The impact of new sales generated by relocated and retained students who spend money on food, transportation, and other personal expenses while attending your college.



Alumni Impact – The impact of your past students' higher earnings and the increased productivity of regional businesses from human capital accumulation in the regional workforce.

Investment Analysis



Student Investment Analysis – Students enjoy a lifetime of higher earnings. Using various investment measures, we compare the present value of these higher earnings with the costs of their education.



Taxpayer Investment Analysis – State and local taxpayers benefit from an increased tax base and public sector benefits such as improved health, lower crime, and reduced welfare and unemployment.



Social Investment Analysis – The benefits to society as a whole are measured in terms of total added income, added tax revenues, and avoided social costs due to improved health, lower crime, and reduced welfare and unemployment.



113 East College Avenue • Tallahassee, FL 32301 • 850-222-3222 • Fax: 850-222-2327 • www.myafchome.org

June 3, 2016

Memorandum of Understanding

Association of Florida Colleges and the Florida College System Council of Presidents

In 2001, the Council of Presidents (COP) a collegial body of the 28 presidents of the Florida College System, and then, the Florida Association of Community Colleges entered into a Memorandum of Understanding (MOU) to define a working and supportive relationship between the two entities. Since that time, the MOU has been updated in 2010, and the COP and now the Association of Florida Colleges (AFC) have had a positive and mutually supportive, working relationship.

With a significant influx of new presidents into the Florida system, the purpose of this updated MOU is to re-codify that relationship, clarify value of the AFC to the COP, and outline the responsibilities of each entity to continue forging an on-going and mutually beneficial support system for administering the operation of the COP and the AFC.

The tenets of this MOU as described and agreed to below shall become effective upon ratification by the Council of Presidents and the AFC Board of Directors.

1. The AFC agrees to maintain the Policy and Advocacy Committee (P and A) as a standing committee of the AFC to be referenced in the AFC Bylaws. The P and A Committee shall comprise the 28 presidents of the Florida College System institutions, and the Executive Director/CEO of the AFC (ex-officio). It shall have primary responsibility for developing and promoting the legislative agenda for the Florida College System, and shall be supported by the AFC Legislative Committee, who shall continue to work closely with the P and A Committee to identify and subsequently support legislative issues annually. AFC will continue to play the primary role in communicating legislative issues to its individual members.
2. In order to maintain membership on the COP, each college agrees to annually provide two assessments to the AFC, calculated by a pro-rata formula contingent on recurring funds appropriated to each college annually (Attachment A). One assessment shall be Institutional

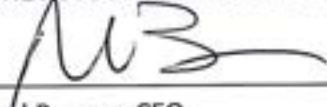
Dues. This assessment will be used only for purposes of administrative and operational support of the AFC and the COP. In addition, each college of the Florida College System shall pay a COP Assessment to be used for research projects and consultants, media and marketing support, and travel and meeting expenses. The Council will approve the assessment amounts annually, and the chair of the Council of Presidents will work with the AFC CEO to prepare an annual budget for the COP, for approval by the Steering Committee of the COP per its Bylaws. The budget shall include a general description for each revenue and expense line. The budget will be prepared in the spring of each year for action by the COP Steering Committee no later than June 30.

3. AFC agrees to maintain staffing to support all activities of the COP including but not limited to administrative and accounting services, executing contracts, communications, archiving of public records, recording of minutes, meeting and event planning, and other related services mutually agreeable and as requested.
4. The AFC agrees to provide services to the designated support Councils of the COP including but not limited to meeting contract execution, fiscal recordkeeping, event planning, and bill paying as requested. The AFC may charge each support Council a reasonable service fee not to exceed five percent (5%) of revenues received on their behalf or as otherwise mutually agreed upon.
5. The COP Chair or designee shall represent the COP to the board of AFC. That person shall be a non-voting member of the AFC board and will serve as a liaison between the COP and the AFC board.
6. The AFC agrees to support the annual legislative platform of the COP and utilize its individual membership dues and other non-dues revenue as needed for advocacy and governmental relations support and services.
7. College presidents shall not be requested to pay registration fees to any COP meeting or AFC sponsored event except for the AFC Annual Conference and the COP Annual Meeting.
8. College presidents shall pay individual memberships per AFC Bylaws at the rate of \$275. Individual membership retains full voting rights and office holding privileges in the AFC. College presidents may opt out of paying an individual membership and be covered as a contributing member through payment of the two required assessments. Contributing members retain access to all AFC member benefits but may not vote, hold office, or chair any committee in the AFC.
9. The AFC agrees to support two events annually for college trustees as the AFC Trustee Commission. One event shall be the Trustees Commission Annual Meeting to be held in conjunction with the AFC Annual Conference. The other event shall be the Trustees Commission Legislative Conference to be held in conjunction with a regular COP meeting prior to or during legislative session annually. AFC may charge a reasonable registration fee for attendees at these two events.

10. The AFC agrees to maintain a ~~building~~ and a physical presence in Tallahassee for access by all college presidents, college staff, AFC members, and others as needed

This agreement will become effective upon formal ratification by the Council of Presidents and the AFC Board.

FOR THE ASSOCIATION OF FLORIDA COLLEGES



Michael Brawer, CEO

6/3/16

Date



Juanita Scott, 2016 President

6/3/16

Date

FOR THE COUNCIL OF PRESIDENTS



Ed Meadows, Chair

6/3/16

Date



Tom Lobasso, Vice-Chair

6/3/16

Date

ATTACHMENT A
Summary of the AFC – COP Assessment Formula

1. The first AFC (then the FACC) and COP assessments in support of the association’s statewide role were made in 1998-99. The assessment formula and AFC-COP relationship were codified by Memorandum of Understanding on June 27, 2001, and revisions to the COP and AFC bylaws to establish the Policy and Advocacy Committee as a standing committee of the association were subsequently made. The formula was adjusted to include a \$22,000 cap per assessment, per college, on April 26, 2002. In 2003, the COP determined that the Florida College System Activities Association (FCSAA) annual assessment would be the same as the AFC Institutional Dues Assessment. The AFC-COP MOU was re-affirmed on September 13, 2010. No changes to the assessment formula were deemed necessary in the 2010 re-affirmation. At least 21 other states have similar institutional support arrangements between their state association and presidents and/or trustees organizations. The AFC is the only statewide public community college association nationally to also have individual members and a college chapter structure, in addition to commissions modeled after the AACC.
2. The purpose of the assessments remains to assure adequate funds to cover the association’s administrative/operational costs including but not limited to payroll and benefits, mortgage, project and meeting expenses, travel, and other costs on behalf of the Council of Presidents and the AFC membership. There is no lobbying expense paid from the assessments. The AFC pays all lobbying expenses from individual member dues and non-dues revenue.
3. The assessment formula has two components that are designed to adjust with increases/decreases to each college’s Recurring Appropriation and Standard Tuition/Fees annually. These are 1) base assessment (dues) and 2) funding increment. The two are added together to determine the amounts for each assessment. The base amount is calculated on a range related to a college’s pro-rata share of the total appropriated funds for the year, and is slightly different for each assessment. To calculate the annual AFC and COP Assessments, first, each college is assessed a base dues amount as listed below:

% of Total Recurring Appropriation	AFC Assessment \$	COP Assessment \$
0.00 - 0.99	2,500	1,000
1.00 – 1.99	3,500	3,000
2.00 – 3.99	4,500	5,000
4.00 – 5.99	6,500	7,000
6.00 plus	8,500	9,000

4. Next, each college’s “funding increment” is determined. The initial funding increments were based on a pro-rata share of the Recurring Appropriation and Standard Tuition/Fees beginning in 1998-99, totaling \$215,315 each assessment or \$430,630 annually. These amounts are what were determined to be needed to operate the association in its new role administering and supporting the COP. In subsequent years, the funding increment for each college has been adjusted up or down, based on changes to its annual appropriation. For example, if a college’s total appropriation is 2% less than

the prior year, then its current year funding increment is reduced by 2%. Visa versa if it is increased. The new Funding Increment is then added to the Base Amount stated above to determine each assessment.

5. No college is assessed more than \$22,000 per assessment annually. Any amount over \$22,000 for all colleges at the cap is redistributed pro-rata as described above in #3 to the colleges below the cap.
6. The combined AFC and COP assessments collected in 2015 equaled \$656,698. Based on cumulative inflation alone since 1998 (approx. 46.1%) in 2016 dollars that amount would now equal \$629,121.36. It could be assumed that the formula provides a fair assessment based on appropriated funding growth but does not necessarily account well for cost of living.

EXAMPLE: College of Central Florida 2015-16

Total FCS Appropriation (recurring and tuition/fees):	1,950,620,344
Total FCS Funding Increment (change from prior year)	199,154
CCF 2014-15 Appropriation:	37,009,344
CCF 2014-15 Funding Increment	3,720
CCF 2015-16 Appropriation:	35,857,483 (-3.11%)
CCF pro-rata share of 2015-16 FCS Appropriation:	1.84% = 3,500 AFC base dues / 3,000 COP assessment
CCF 2015-16 Funding Increment	3,604 (3.11% less than 3,720)
AFC and FCSAA dues (Base + increment)	3,500 + 3,604 = \$ 7,104 (each)
COP Assessment (Base + increment)	3,000 + 3,604 = \$ 6,604
Total due AFC/COP Assessments	\$ 13,708
Total due to FCSAA	\$ 7,104

MEMORANDUM OF UNDERSTANDING

Between

Association of Florida Colleges' Foundation ("Foundation") the Association of Florida Colleges (AFC)

This Memorandum of Understanding ("MOU") is made and entered into as of [Effective Date] by and between Association of Florida Colleges' Foundation ("Foundation") and AFC ("Association").

1. Purpose

The purpose of this MOU is to establish a cooperative agreement whereby AFC will provide administrative support services in exchange for financial compensation, and the Foundation will receive recognition and potential tax benefits for its contributions.

2. Responsibilities of AFC

In exchange for the sum of \$6,000, AFC agrees to:

- Administer bookkeeping services, including financial records and reporting.
- Maintain records and reports as required for oversight and accountability.
- Plan and coordinate Board meetings, including scheduling, agenda preparation, and minutes documentation.
- Handle scholarship administration if applicable, as outlined in Section 5.

3. Responsibilities of the Foundation

In exchange for being named as a partner at AFC meetings and events, the Foundation agrees to:

- Assist with administrative functions and payments as required.
- Leverage its tax-exempt status for appropriate financial transactions, subject to legal and financial review.
- Ensure timely review by an accountant and legal counsel to maintain compliance with tax regulations and best practices.

4. Financial Considerations & Payment Terms

- AFC will receive a payment of \$6,000 from the Foundation for services rendered.
- Payments shall be made in a timely manner as mutually agreed upon.
 - No later than 2 months following the partnered event
- Both parties will maintain transparency in financial reporting and ensure proper documentation of all transactions.

5. Scholarship Administration (Optional, if applicable)

- The Foundation may agree to guarantee a minimum number of scholarships or a specific dollar amount.
- In exchange, AFC will handle the scholarship administration process, including application review, award distribution, and record-keeping.
- Scholarship terms and conditions will be mutually agreed upon and documented separately, if necessary.

6. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with the performance of this MOU, except where caused by gross negligence or willful misconduct.

7. Term & Termination

- This MOU shall remain in effect for a period of [Duration] from the Effective Date unless terminated earlier by either party with [Notice Period] written notice.
- Either party may terminate this agreement for failure to fulfill responsibilities or for other valid reasons, with proper notice.

8. Miscellaneous

- This MOU is not intended to create any legally binding obligations but serves as a good faith agreement between the parties.
- Any amendments to this MOU must be made in writing and signed by both parties.
- If any provision of this MOU is found to be invalid, the remaining provisions shall continue to be enforceable.

9. Signatures

By signing below, the parties acknowledge their understanding and agreement to the terms of this MOU.

[Foundation]

Signature: _____

Name: _____

Title: _____

Date: _____

[AFC]

Signature: _____

Name: _____

Title: _____

Date: _____

Backgrounder for Updates to Standing Rules & Procedures

Policies to develop based on update to AFC Articles and Bylaws (At its meeting of November 6, 2024, the Assembly of Delegates adopted the proposed Bylaws changes submitted by the Board of Directors. The document removed “operational language” from the Bylaws, deferring these details to the Board policies. See Appendix 1- beginning on page 4 - for track change version of document.)

Structure from prior AFC Policy & Procedures Manual (See Appendix 2, beginning on page 15. This document was reviewed in 2022 but not adopted. Prior version 2017. NOTE: at its meeting of August 12, 2024, the Board of Directors voted to suspend the standing rules to avoid conflicts with proposed updates to Articles and Bylaws.)

The Association of Florida Colleges
About The Association of Florida Colleges
Mission, Values, And Strategic Goals
 Mission Statement
 Values
 Strategic Goals
Association Of Florida Colleges Organizational
 Structure
General Policies
Chain Of Command
Open Door
Conflict Of Interests
Representing The Afc
Confidentiality Of AFC’s Proprietary Records and
 Documents
Inclement Weather & Emergency Closings
Personal Property
Requests For Information About Afc Employees
Copyrights And Intellectual Property
Sales Of Names and Addresses
Board Member Interaction with Afc Employees
Document Retention and Destruction Policy
Use Of Facilities and Equipment
Maintenance And Protection of Afc Property
CEO Signing Authority Policy Statement
Staff Pay Raises
Staff Bonuses
Work Hours and Hours of Operation
Annual Audit

Personnel Policies
Equal Employment Opportunity Statement
Affirmative Action Statement
Ada Compliance
Sexual Harassment
Drug-Free Workplace
Criminal Acts Against the Afc
Whistleblower Policy – Afc
Job Descriptions
Employee Classifications
Telephone Calls
Travel
Personal Appearance and Demeanor
Probationary Period
Pay Period
Recording Work Hours
Compensatory Time and Overtime
Annual Leave
Sick Leave
Administrative Leave
Family Leave
Personal Days
Workers Compensation
Paid Holidays
Afc Employee Retirement Plan
Religious Holidays
Health Insurance
Life Insurance
Policy on the Process for Determining Compensation

Updates to HR Policies (see Appendix 3, beginning on page 31, prepared by Allen Norton Blue after review of then current policies, prepared 11.2023, but NOT adopted. Proposed changes addressed Equal Employment Opportunity Statement, Requests for Workplace Adjustments, Policy Against Harassment/Discrimination and Complaint Procedure, Substance Abuse Policy, Whistleblower Policy)

Sample list of items to include in Nonprofit Fiscal & Accounting Policies

General Financial Management

- Financial Governance Policy (Board and Management Financial Roles)
- Budget Development, Approval, and Monitoring Policy
- Conflict of Interest Policy (including Annual Disclosure Requirements)
- Financial Ethics and Code of Conduct Policy

Accounting Standards and Practices

- Basis of Accounting Policy (Cash vs. Accrual)
- Chart of Accounts Maintenance Policy
- Revenue Recognition Policy (including Pledges, Grants, and In-kind Contributions)
- Expense Recognition and Reporting Policy
- Cost Allocation Policy (Shared Costs Across Programs and Administration)
- Restricted and Unrestricted Funds Management Policy

Internal Controls and Safeguards

- Signatory Authority Policy (who is authorized to sign checks, contracts, and financial documents; defines thresholds requiring dual signatures; outlines board-approved signature limits.)
- Internal Controls Policy (Segregation of Duties, Approval Processes)
- Cash Receipts and Cash Handling Policy
- Accounts Payable and Disbursement Authorization Policy
- Bank Account Management and Reconciliation Policy
- Credit Card and Purchasing Card Policy
- Fraud Prevention, Detection, and Response Policy
- Whistleblower Policy (Anonymous Reporting Mechanism)

Procurement, Contracts, and Payment Management

- Procurement and Vendor Selection Policy
- Contracts Management Policy (Review and Approval Processes)
- Reimbursement of Expenses Policy (Employees and Volunteers)
- Travel, Meals, and Entertainment Expense Policy

Payroll and Human Resources Financial Policies

- Payroll Administration Policy (Processing, Reporting, Withholding Compliance)
- Timekeeping and Timesheet Submission Policy
- Executive Compensation Policy (Board Review and Reasonableness Standard)
- Employee Benefits and Retirement Contributions Policy

Grants and Fundraising Management

- Grant Management Policy (Application, Stewardship, Reporting)
- Contribution and Gift Acceptance Policy (Cash, Non-Cash, and In-Kind Donations)
- Donor Acknowledgment and Receipts Policy (IRS Compliance)
- Sponsorship and Corporate Partnerships Policy

Financial Reporting and External Accountability

- Financial Statements Preparation and Reporting Policy (Monthly, Quarterly, Annual)
- Annual Audit or Financial Review Policy (External Auditor Engagement)
- IRS Form 990 Filing Policy (Preparation, Board Review, Public Disclosure)
- State and Local Compliance Filings Policy (Charitable Registrations, Solicitation Licenses)
- Public Disclosure and Transparency Policy (Access to Financial Documents)

Asset, Investment, and Property Management

- Capitalization and Depreciation Policy (Thresholds and Schedules)
- Investment Management Policy (Investment Objectives, Risk Management)
- Property and Equipment Management Policy (Inventory, Insurance, Disposal)

Technology and Financial Data Security

- Financial Software Systems and Access Control Policy
- Data Security, Backup, and Recovery Policy
- Record Retention and Destruction Policy (In Accordance with Legal Requirements)
- Electronic Payments and Online Donations Processing Policy (PCI Compliance)

Additional Risk Management and Ethics Policies

- Document Retention and Destruction Policy (Legal Holds, Routine Destruction)
- Insurance and Risk Management Policy (General Liability, D&O, Cybersecurity Insurance, others)

Appendix 1- BYLAWS (with track changes) adopted November 6, 2024

ARTICLE I: NAME

The name of this organization shall be the Association of Florida Colleges, Inc., hereinafter referred to as the Association.

ARTICLE II: MISSION AND GOALS

The Association of Florida Colleges, Inc. is the professional association of Florida's 28 public member institutions of the Florida College System, their Boards, employees, retirees and associates, and the employees of the Division of Florida Colleges. The purpose of this Association is to promote the development and advancement of Florida public state college education. The mission of the Association is to actively promote, represent, and support members and institutions as they provide their students and the citizens of Florida with a world-class college system.

SECTION 1 – Value Statement: The Mission of the Association is driven by the following values:

1. Professional Growth and Development
2. Advocacy
3. Leadership
4. Community
5. Innovation
6. Networking

SECTION 2 – Goals: The Association fulfills its mission by accomplishing the following goals:

1. Develop and support professional development, education, and leadership opportunities for the Association's members (Values 1, 2, 3, 5, and 6).
2. Advocate for policies, budgets, and programs ~~on behalf of the Association's institutional and individual members~~ beneficial to the college system (Value 2).
3. Communicate public policy and legislative issues and engage in cooperative research activities related to those issues (Values 2, 3).
4. Increase public awareness of the mission, purpose, and accomplishments of the Florida College System (Values 2, 4, 6).
5. Showcase and reward exemplary programs, practices, activities, and individuals (Values 1, 3, 5, 6).
6. Enhance, encourage and facilitate communication, cooperation, professionalism, and camaraderie among individual and institutional Association members (Values 1, 4, 6).
7. Promote membership by providing professional development and services that ensures an active and vital Association (Values 1, 3, 4, 6).
8. Maintain a fiscally sound organization that is efficiently and effectively managed (Value 3).
9. Provide opportunities for, and engage in, services to benefit the external community (Values 1, 3, 4, 6).

SECTION 3 – Collective Bargaining: The divergent groups represented by AFC and the legal and professional obligations of these groups mandate that the Association (the state-wide organization, and its board, committees, commissions, regions, local chapters, or other officially

designated constituent groups) cannot and will not participate in the name of the Association in collective negotiations as a representative of either management or labor. The Association shall not become involved in any collective bargaining process which would impact directly or indirectly any Florida College System institution or prospective, current and/or former employee. The Association shall not advocate or oppose participation by any group of college employees in collective negotiations with their employer.

ARTICLE III: MEMBERSHIP

SECTION 1 – Classes: ~~Nine-Eight~~ classes of membership are established—~~Regular/Individual, Institutional, Affiliate, Associate, Retiree, Life, Adjunct Faculty/Part-time Employee,~~ Contributing, and Honorary Life.

1. ~~Regular/Individual~~ membership is open to any ~~full-time~~ college employee ~~or to any full-time employee of the Division of Florida Colleges (DFC).~~
2. Institutional membership is open to any Florida College System institution. A President of an active institutional member shall be granted ~~regular/individual~~ membership status during their term of office with the college to the extent the President's college maintains its institutional membership in the Association.
3. Affiliate membership is open to institutions and organizations ~~external to the Florida College System,~~ whose activities are recognized by the Board of Directors as being closely related to and consistent with the functions and purposes of the colleges. ~~Regular and associate memberships are not a prerequisite for members of affiliated organizations.~~
4. Associate membership is open to individuals whose professional or educational activities are closely related to the functions and purposes of the ~~Association colleges;~~ to employees or members of Affiliate Member entities, and to any individual who, in the opinion of the Board of Directors, exhibits interest in supporting the aims and activities of the Association.
5. Retiree membership is open to any person who has retired from a Florida College System institution, or the Division of Florida Colleges.
6. Life membership is available to ~~regular/individual~~ and retiree members.
7. ~~Adjunct Faculty or Part-time Employee membership is open to any person who is employed less than full-time in an instructional, administrative or support position at a Florida College System institution, or the Division of Florida Colleges.~~
- 8.7. Contributing membership is conferred automatically ~~for the Chief Executive Officer, Associate Executive Director and~~ any member of a District Board of Trustees whose college holds institutional membership in the Association.
- 9.8. Honorary Life membership is conferred on those persons who, in the opinion of the Board of Directors, have made an outstanding contribution to the colleges and/or the Association. Recipients for Honorary Life memberships are recommended by the Awards Committee.

SECTION 2 – Rights: Only ~~Regular/Individual, Contributing (Trustees only), Retiree, and Life, and Honorary Life~~ members have full rights of membership which include voting and holding office.

SECTION 3 – Prohibitions: No Association member shall have more than one vote within the ~~Assembly of Delegates, within the State Board of Directors, within a Committee, or within a Commission or other sub-element of the Association.~~

SECTION 4 -- Open Membership: Membership in the Association is open to all qualified individuals who fall in ~~the nine classes~~ any class of membership without regard to race, color, religion, gender, sexual orientation, age, disability, or national origin.

ARTICLE IV: ASSEMBLY OF DELEGATES

SECTION 1 – Membership: The Assembly of Delegates shall consist of the presidents of the colleges who are regular members and a number of delegates from each college, and the Division of Florida Colleges selected by the Association members at each respective college. The delegates shall be selected on a one to ten ratio, i.e., one delegate per ten (10) Association members, or major fraction thereof in a manner deemed appropriate by the chapter. Each delegate must be a current member of the Association with membership being effective at least two weeks prior to the first day of the annual conference. AFC Executive Committee members are automatically designated as delegates and shall not be counted in the one to ten ratio.

SECTION 2 – Powers of Assembly: The Assembly of Delegates shall be the official legislative body of the Association with shared responsibility to fulfill the purposes of this organization.

SECTION 3 – Voting: To be certified to vote on any matters before the Assembly of Delegates, each delegate must be registered for the annual conference or the special meeting of the Assembly of Delegates, must be selected in a manner consistent with Article IV, Section 1 of the Association's bylaws, and must be listed on the official delegate form submitted by each chapter. Each delegate member of the Assembly of Delegates shall have one independent vote on all matters brought before the Assembly. Delegates shall be required to vote either in the affirmative or negative on all matters brought before the Assembly of Delegates for action, and abstentions or non-votes are prohibited. Issues voted upon will be decided by a simple majority of the votes cast, except for amendments to these Bylaws which shall require a two-thirds majority vote.

SECTION 4 – Quorum: A quorum of the Assembly of Delegates shall be defined as two thirds of the delegates registered for the annual conference or special meeting of the Assembly of Delegates, provided that a majority of the chapters be represented in the quorum.

SECTION 5 – Meetings: The Association shall hold an annual conference, at which the Assembly of Delegates shall meet. Location of the annual conference shall be ratified by of Directors. The Board of Directors may call special meetings of the Assembly of Delegates as it deems necessary.

ARTICLE V: OFFICERS

SECTION 1 – Officers: The officers of the Association shall be members of the Association and shall be classified as elected or appointed.

1. Elected Officers. The elected officers shall be the President, President-Elect, Immediate Past President, the Vice President for Commissions, and the Vice President for Regions and Chapters, ~~the Vice President-Elect for Commissions, and the Vice President-Elect for Regions and Chapters~~. The respective Vice Presidents shall have equal status, as will the respective Vice Presidents-Elect. Each Officer-Elect will assume the designated office at the end of the ~~term as Officer-Elect~~.
2. Appointed Officer. The appointed officer shall be the Parliamentarian.

- a. ~~The Parliamentarian shall be appointed by the incoming President. The Parliamentarian shall perform such duties as prescribed in Standing Rule 1.~~

SECTION 2 – Duties of the Officers

1. President. The President shall preside at meetings of ~~the Assembly of Delegates,~~ the Board of Directors, and the ~~Association Executive Committee of the Board.~~ The President may authorize the expenditure and payment of ~~any~~ AFC funds on an emergency basis which have not been accounted for in the approved budget of the Association. In accordance with policies and procedures adopted by the Board of Directors, the President shall perform such other duties as prescribed in Standing Rules ~~1.~~
2. President-Elect. The President-Elect shall perform the duties of the President during the President's absence and perform such other duties as prescribed in Standing Rules ~~1.~~ The President-Elect will assume the office of President at the end of his or her term as President-Elect.
3. Immediate Past President. The Immediate Past President shall perform such duties as prescribed in Standing Rules.
4. Vice Presidents. The Vice President for Commissions (VP) and the Vice President for Regions and Chapters (Second VP) shall perform such duties as prescribed in Standing Rules 1.
5. The Parliamentarian shall be appointed by the incoming President. The Parliamentarian shall perform such duties as prescribed in Standing Rules.
- ~~3. Vice President-Elects. The Vice President-Elect for Commissions shall perform the duties of the Vice President for Commissions in his or her absence and such other duties as prescribed in Standing Rule 1. The Vice President-Elect for Regions and Chapters shall perform the duties of the Vice President for Regions and Chapters in his or her absence and such other duties as prescribed in Standing Rule 1. The Vice President-Elects will assume their respective Vice Presidents' offices at the end of their terms as Vice President-Elects.~~

SECTION 3 – Term and Vacancy

1. In case of a vacancy in the office of President, the Immediate Past-President shall assume the responsibilities of the office until the end of the term. If the Immediate Past President is unable to assume the duties, the current President-elect shall complete the term.
2. In case of a vacancy in any elected office other than President, the Board may:
 - a. Conduct a special election within 45 days of the vacancy if feasible, or:
 - b. If a special election cannot be conducted, the Board shall approve a replacement upon the recommendation of the Nominations Committee.
3. The elected and appointed officers shall assume office on January 1 ~~following the annual conference~~ and serve until December 31st of that year.
4. ~~Recognizing that the official term of office for each elected and appointed office is one year, the following officers will serve for multiple years due to the succession of their positions to the next higher office as per the requirements of the position:~~
 - a) ~~President-Elect. This officer will serve one (1) year as Elect, one (1) year as President and one (1) year as Past President~~

- ~~b) Vice President Elect for Commissions. This officer will serve one (1) year as Vice President Elect for Commissions and one (1) year as Vice President for Commissions~~
- ~~c) Vice President Elect for Regions and Chapters. This officer will serve one (1) year as Vice President Elect for Regions and Chapters and one (1) year as Vice President for Regions and Chapters.~~

SECTION 4: Election of Executive Officers

1. The executive officers of the Association shall be elected by a vote of the eligible membership. For the purpose of electing executive officers, a quorum of the eligible membership is not established or required.
2. All eligible members who have paid their dues in full or in part through payroll deduction and are otherwise in good standing as of seven (7) calendar days before the commencement of the voting period shall be eligible to vote.
3. The Chief Executive Officer or designee shall determine the voting eligibility of each member, and shall notify each member of his/her eligibility to vote ~~no less than thirty (30) calendar days~~ prior to the start of the voting period.
4. A voting period of not less than fourteen (14) calendar days or more than thirty (30) calendar days shall be designated annually by the Chief Executive Officer in consultation with the ~~Executive Committee~~ Board of Directors. The designated voting period shall end no later than the day before the annual business meeting.
5. Voting may be conducted using web-based technology or systems, or other balloting system as determined by the Chief Executive Officer, ~~in consultation with the Executive Committee~~. Votes cast shall be verified and securely stored for a reasonable period by the Association or its designated elections services provider.
6. The Association or its designated election services provider shall record and count the votes. No ballots other than the official Association ballots and no write-in candidate votes will be counted. The number of votes cast for individual candidates shall remain secure and confidential until such time as the election results is transmitted to the Chief Executive Officer at the conclusion of the voting period. Any irregularities, questions, or concerns arising from the receipt of any ballot or vote identified by the Association or its designated election services provider shall be promptly referred to the Nominations Committee for resolution consistent with Association bylaws, policies, and procedures.
7. Candidates for executive office who receive a majority of the votes cast for their respective office shall be considered duly elected. A tie in the vote count for any executive office shall be resolved by a coin toss between the two tied candidates, or the drawing of a name in the case of three or more tied candidates, to be conducted by the Chief Executive Officer and the Chair of the Nominations Committee, in the presence of the affected candidates when possible, before the commencement of the Annual Business Meeting.
8. Newly elected officers shall be announced no later than the conclusion of the Association annual conference.

SECTION 5: Chief Executive Officer

1. The Board of Directors may appoint a Chief Executive Officer. The terms of appointment, including salary and other benefits of the Chief Executive Officer, shall be

as determined ~~by the Executive Committee and ratified by~~ the Board of Directors. The Chief Executive Officer shall be an ex officio non-voting member of the Association Board of Directors and every Board and Association committee, commission, ~~and region and chapter.~~

2. The Chief Executive Officer shall be responsible for the administration and operation of the Association. He/She may attend all meetings, shall serve as ex-officio secretary of the Board of Directors ~~and the Executive Committee of the Board.~~ He/She shall perform other duties as assigned by the Board of Directors, and/or as set forth in the Bylaws, Standing Rules ~~1~~, and contract of employment.
3. ~~The Chief Executive Officer shall submit to the Assembly of Delegates at the annual conference a financial report for the preceding year.~~

ARTICLE VI: BOARD OF DIRECTORS

SECTION 1 – Voting Members: The voting members of the Board of Directors shall be the President, President-Elect, Immediate Past President, and the Vice President of Commissions, ~~Vice President for Regions and Chapters, the Vice President-Elect for Commissions, the Vice President Elect for Regions and Chapters, the Immediate Past President, the chairs of the Association's commissions (or designees), the directors of each of the regions (or designees), and up to three and four~~ members of the Florida College System Council of Presidents (or designees), as appointed to the Board of Directors by the Chair of the Council of Presidents.

SECTION 2 – Ex-Officio Members: Non-voting, ex-officio members of the Board of Directors shall be the Chief Executive Officer of the Association, the Vice President for Regions and Chapters, and the Parliamentarian, ~~the Chancellor of the Division of Florida Colleges (or designee), the chairs of the Association Standing Committees, a representative of the Retirees of AFC, and the AFC Foundation Chairperson.~~

SECTION 3 – Duties: The duties of the Board of Directors shall ~~be~~ include those required or prescribed by statute, as well as to adopt the policies of the Association, represent the interest of the colleges and membership at large, approve an annual operating budget for the Association as well as any subsequent budgetary amendments which it deems necessary, ~~and employ the staff of the Association.~~ Additional duties and responsibilities shall be prescribed in Standing Rules ~~4~~.

SECTION 4 – Meetings: Meetings of the Board of Directors are open to all members of the Association. The number of regular meetings to be held by the Board of Directors shall be determined at the beginning of the calendar year. The Association President designates the dates and sites for said meetings.

SECTION 5 – Special Meetings: Special meetings of the Board of Directors may be called by the President or a majority of voting members of the Board of Directors. Notice of such meetings shall be published on the Association website and given no less than three (3) working days prior to the meeting with such notice providing the meeting modality and the reason for the meeting.

SECTION 6 – Telephone/Electronic Meetings: For the purpose of business necessity, financial exigency, and/or administrative convenience, meetings of the Board of Directors, including without limitation special meetings, as provided for herein may be held using telephonic and/or electronic methods. The technology used for the telephone and/or electronic meetings shall allow the members

full access to and full participation in all meetings.

SECTION 7 – Quorum: Unless otherwise specified in this section, a majority of the voting members of the Board of Directors shall constitute a quorum. ~~For the purpose of business necessity, financial exigency, and/or administrative convenience, one-third plus one of the voting members of the Board of Directors shall constitute a quorum. With a quorum of one-third plus one, the Board may only act on the following items:~~

~~Approve budgetary amendments as necessary not to exceed \$100,000.~~

~~Authorize and ratify payments not to exceed \$100,000 to be made or made by the Chief Executive Officer.~~

~~Provide a forum for regions, commissions, chapters and committees who challenge the recommendations from the Legislative Committee.~~

~~Receive recommendations from the Member Services Committee.~~

~~The Board of Directors shall adopt a policy providing for the recall/removal of a Board member under specified circumstances and in accordance with specified procedures. At a minimum, the adopted procedures shall provide that:~~

- ~~1. Recall must be based on misconduct while in office, including but not limited to failure to attend meetings, failure to carry out the duties of the office, conduct that could bring the association into disrepute among members or the public, loss of eligibility to hold office (other than through expiration of membership in which case the officer is automatically removed from office) or for any other reason the Board or Assembly of Delegates may deem appropriate and as specified in policy;~~
- ~~2. Recall may be initiated and decided by Board or by the Assembly of Delegates, in accordance with specified procedures which should provide for, without limitation, receipt of duly filed petition, notice and opportunity to respond given to member subject to recall, special meeting of Board/Membership, and a final vote by ballot.~~

ARTICLE VII: COMMITTEES

SECTION 1 – Executive Committee:

- ~~1. Membership: The Executive Committee of the Board of Directors shall be composed of the six elected officers, and one designate or member of the Florida College System Council of Presidents, appointed by the Chair of the Florida College System Council of Presidents, who must currently serve on the Board of Directors as appointed in accordance with Article VI, Section 1. The Chair of the AFC Finance and Human Resources Committee, the Chair of the AFC Foundation Board, and the Chief Executive Officer of the Association shall serve as non-voting, ex-officio members.~~
- ~~2. Duties: Members of the Executive Committee shall serve as the Finance and Human Resources committee members and shall develop an annual operating budget in collaboration with the CEO and designated chair for submission to the Board of Directors for its approval no later than July 31 of each year. The Executive Committee shall monitor all Association expenditures during the fiscal year; the Executive Committee may engage legal counsel as needed to represent the Association for any and all matters that require such assistance and inform the Board of Directors of such engagement no later than its next scheduled meeting; the Executive Committee shall conduct an annual evaluation of the work of the Chief Executive Officer; in the case of a vacancy on the Executive Committee, unless otherwise provided in the Bylaws, the Board of Directors may appoint a replacement to serve until the next annual meeting;~~

and the Committee shall propose such budgetary amendments as may be necessary to the Board for its approval. The Board of Directors may delegate authority to the Executive Committee to act on its behalf when the Board of Directors is not in session provided all such actions are brought to the Board of Directors for ratification.

- ~~3. Records: The committee will ensure that the Chief Executive Office maintains accurate records and presents a report of all receipts and expenditures to the Assembly of Delegates at the annual conference.~~
- ~~4. Meetings: Meetings of the Executive Committee are called by the AFC President.~~

SECTION ~~2-1~~ – Standing Committees: The following Standing Committees are established. The method of appointment, composition, and duties are prescribed in Standing Rules ~~I and III.~~

- ~~1. Legislative Committee~~
- ~~2.1. Bylaws Committee~~
- ~~3. Member Services Committee~~
- ~~4.2. Finance and Human Resources Committee~~
- ~~5. Planning and Development Committee~~
- ~~6. Membership Development Committee~~
- ~~7.3. Policy and Advocacy Committee~~
- ~~8.4. Nominating Committee~~
- ~~9.5. Awards Committee~~
- ~~10. Service Projects Committee~~
- ~~11. Certified College Professional Committee~~

SECTION ~~3-2~~ – Special Committees: Ad hoc committees may be appointed by the President or the Board of Directors, as needed. ~~Duties of the Credentials and Tellers Committee, Journal Editorial Committee, and Past Presidents Council are prescribed in Standing Rule III.~~

ARTICLE VIII: COMMISSIONS

SECTION ~~1~~ – Commissions: Members of the Association may choose to affiliate with one or more commissions. ~~All Association sponsored or commission sponsored activities are open to all members. Commissions provide an opportunity for members with similar job responsibilities or interests to enhance their professional skills and knowledge and to network, share, and recognize exemplary practices with colleagues from around the state. Each commission shall have its own elected Board of Directors and bylaws for organizational purposes to plan commission activities, and support the overall mission and purposes of the Association. The composition, activities, and duties are prescribed in Standing Rules.~~

~~Commissions shall meet at least twice annually to provide programs of interest to commission members and to recognize colleagues and programs of an exemplary nature. The following commissions are established to carry out activities consistent with the purpose of the Association:~~

- ~~1. Administration~~
- ~~2. Campus Safety~~
- ~~3. Career and Professional Employees~~
- ~~4. Communications and Marketing~~
- ~~5. Equity, Diversity, and Inclusion~~
- ~~6. Facilities~~

7. Faculty
8. Healthcare Education
9. Institutional Effectiveness, Planning, and Professional Development
10. Learning Resources
11. Workforce, Adult and Continuing Education
12. Student Development
13. Technology
14. Trustees

SECTION 2 – Commission Vitality: As the Association has established individual Commissions to provide for the professional development of its membership, the following criteria will be used by the AFC Board of Directors to determine the continuing vitality of established commissions:

Commissions should at a minimum:

1. Fill all established board positions within the Commission
2. Conduct a minimum of one board meeting, not including the Commission business meeting which may be held during the annual conference. These meetings can be conducted electronically, by phone or in person.
3. Host at least one career development conference/workshop in addition to the annual conference program. This meeting may be hosted individually or in conjunction with other Association constituent groups.
4. Provide an exemplary practice award. The criteria and selection method to be determined by the bylaws and standing rules of the individual commission.
5. Establish a method of communication to all commission members.
6. Maintain a website under the commission page on the Association website.

Any commission which fails to maintain these minimum standards for two consecutive years may be subject to being returned to provisional status. The recommendation for return to provisional status must be made by the Vice President for Commissions and ratified by majority vote of the AFC Board of Directors. The commission may be returned to regular status by satisfying criteria set forth in Section 10 of the Standing Rules. After three (3) consecutive years on provisional status, if the Commission is not returned to regular status, the commission will be deemed decommissioned. A new commission may be established at a later time based on the criteria established in Standing Rule IV.

SECTION 3 – Voting Representatives and Commission Officers: Determination of voting representatives and commission officers are contained in Standing Rule IV.

ARTICLE XVIII: CHAPTERS

All AFC members at a Florida College System institution (FCS) or the Division of Florida Colleges may organize a chapter of the Association, as described in Standing Rules VII. There shall be only one chapter per college and one chapter for the DFC. Each chapter shall adopt a set of bylaws operational standards, based on a template supplied by the Association, which shall describe the chapter's organizational structure, authorities, limits, and procedures. These Bylaws shall be filed at the Association office in Tallahassee.

ARTICLE IX: REGIONS

The State of Florida shall be geographically subdivided into five AFC regions as listed below. The purpose and coordination of regions are prescribed in Standing Rules VIII.

SECTION 1 – Region I: Chipola College, Gulf Coast State College, Northwest Florida State College, Pensacola State College, Tallahassee State Community College, and the Division of Florida Colleges.

SECTION 2 – Region II: Florida Gateway College, Florida State College at Jacksonville, North Florida College, St. Johns River State College, and Santa Fe College.

SECTION 3 – Region III: College of Central Florida, Daytona State College, Eastern Florida State College, Lake-Sumter State College, Seminole State College of Florida, and Valencia College.

SECTION 4 – Region IV: Florida SouthWestern State College, Hillsborough Community College, State College of Florida, Manatee-Sarasota, Pasco-Hernando State College, Polk State College, St. Petersburg College, and South Florida State College.

SECTION 5 – Region V: Broward College, College of the Florida Keys, Indian River State College, Miami Dade College, and Palm Beach State College.

Article XI: Finance

~~SECTION 1 – Dues:~~

- ~~• **Regular Membership Dues:** The Board of Directors shall establish, and the Assembly of Delegates shall ratify the annual Regular membership dues. Annual dues for Regular members shall be as follows:
 - ~~1. —~~
 - ~~2. All new regular members beginning July 1, 2020, shall pay \$50 annually.~~
 - ~~3. All regular members in good standing on July 1, 2020, paying a dues rate below \$50 are entitled to retain that rate. Lapsed regular members who wish to rejoin shall not be entitled to retain their regular member dues rate paid prior to July 1, 2020.~~
 - ~~4. All regular members in good standing on July 1, 2020, who are paying a dues rate above \$50 may lower their rate at their next renewal period, or by adjusting their payroll deduction at their college.~~
 - ~~5. Effective July 1, 2020, AFC chapters will be reimbursed \$1.50 for each regular member and \$0.75 for each adjunct or part-time member in good standing. There shall be no reimbursement for retired members. Reimbursement checks will be distributed in July of each year beginning July 1, 2020.~~
 - ~~6. —~~
 - ~~7. **Associate Membership Dues:** Associate member dues shall be \$100.00.~~
 - ~~8. —~~
 - ~~9. **Institutional Membership Dues:** Institutional dues shall be established by a formula approved by the Council of Presidents, with the respectively calculated college dues amounts ratified annually by the Board of Directors.~~
 - ~~10. —~~
 - ~~11. **Affiliate Membership Dues:** Affiliate membership dues shall be established by the~~~~

- ~~Board of Directors. Contact the State Office for current Affiliate membership dues rates.~~
- ~~12.~~
- ~~13. **Contributing Membership Dues:** In recognition of their services to Florida's colleges, and support from institutional assessments, there shall be no dues charged to persons, including college trustees, who are designated as contributing members.~~
- ~~14.~~
- ~~15. **Retiree Membership Dues:** Annual dues for retired members shall be \$10 per year.~~
- ~~16.~~
- ~~17. **Life Membership Dues:** Lifetime Membership Dues for regular members shall be~~
- ~~18. \$500. Dues for retired members desiring Life membership shall be equivalent to five (5) times the current retiree annual dues established by the Association prior to June 30 during any membership year.~~
- ~~19.~~
- ~~20. **Honorary Life Membership Dues:** Honorary Life members are designated by the AFC Awards Committee and shall be exempt from paying dues.~~
- ~~21.~~
- ~~22. **Adjunct Faculty and Part time Employee Membership Dues:** Annual dues for adjunct faculty and part time employees shall be \$25 per year.~~

ARTICLE XII: AMENDMENTS

The Board of Directors of this corporation shall have the right to make and adopt such By-Laws as they deem proper and advisable and such By-Laws shall be made, altered, or rescinded upon a two-thirds (2/3) vote of the members of the Board of Directors present and voting at a regular or special business meeting called for that purpose.

These Bylaws may be amended at the annual conference or at a special meeting of the Assembly of Delegates in a manner set forth in Article IV of these Bylaws. A member must submit the proposed change in written form to the Bylaws Committee and that the proposed change must be approved by a majority vote of a quorum of the Board of Directors at least fifty (50) days before the meeting of the Assembly of Delegates. The Chief Executive Officer shall make available such proposed changes in written or electronic form to all Association members at least thirty (30) days prior to the annual conference or the special meeting.

These Bylaws may also be amended by a two-thirds vote of a quorum of the Assembly of Delegates, provided that prior notice of the proposed amendment has been given to the Assembly of Delegates in writing and/or by special announcement at the previous meeting having at least a quorum of the Assembly of Delegates.

ARTICLE XIII: PARLIAMENTARY AUTHORITY

Rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Association may adopt.

Appendix 2 –Policies & Procedures Manual, proposed but not adopted, 6.1.2022

THE ASSOCIATION OF FLORIDA COLLEGES

It is the intent of the Board of Directors of the AFC that the policies and procedures herein established provide direction for a fair system of administration and operation of the AFC. These policies and procedures are intended to be in compliance with all local, state, and federal legislation, which shall always take precedent in case of conflict.

The policies herein both supersede and replace any and all prior verbal and written policies, immediately upon approval. The policies stated in herein are subject to change upon recommendation by the Executive Director/CEO with approval by the Executive Committee (Personnel and Finance Committee) and ratification by the Board of Directors.

ABOUT THE ASSOCIATION OF FLORIDA COLLEGES

The Association of Florida Colleges (AFC) was organized in 1949 as the Florida Association of Public Junior Colleges (FAPJC) by the presidents of Florida's first four public community colleges as a means of uniting the colleges for the purposed of helping the Florida Legislature understand the junior college and to advocate for Florida's public community colleges in the development of the state's long-range plan for higher education. In 1971, the Association became the Association of Florida Colleges.

Since 1949, the Association's mission and purposes have grown in scope as has the Association itself. Today, all 28 of the state's public community colleges support the work of the Association through institutional dues as do more than 7,000 individual community college employees through individual memberships and the sharing of their talents, time and energy. The Association is organized through a network of Chapters, Commissions, Regions and a Board of Directors. Chapters represent the basic building block for the Association at the local level. Generally, each college in the state has one AFC chapter. There are currently chapters representing all 28 Florida colleges.

Commissions provide an opportunity for college employees with similar job responsibilities to enhance their professional skills and knowledge. Through commissions, members network, share and recognize exemplary practices. The chair of each commission serves on the Association's Board of Directors. Regions provide another opportunity for college employees to network and share. Regions are organized by geographic boundaries instead of job or professional responsibilities so that colleges within proximity of each other have a formal mechanism for networking and sharing. There are five Regions in the state, each coordinated by an elected Region Director.

The Board of Directors of the Association includes each Region Director, Commission Chair, and several appointed Committee Chairs (ex-officio) as well as an Executive Committee elected by the Assembly of Delegates. The Executive Committee includes the President, the President-Elect, the Vice President of Regions and Chapters, the Vice President-Elect of Regions and Chapters, the Vice President of Commissions, the Vice President-Elect of Commissions, the Immediate Past President and the Executive Director/CEO. The Board of Directors is responsible for setting the goals and objectives of the Association and for employing the Association's Executive Director/CEO.

Since 1949, the mission of the AFC has evolved from that of promoting the development and advancement of Florida's public community colleges to that of becoming the professional association for the community and state colleges, , their boards, employees, retirees, and associates, and the Division

of Florida Colleges.

MISSION, VALUES, and STRATEGIC GOALS

The mission and strategic goals are defined in Article II of the *Bylaws of The Association of Florida Colleges, Inc.* Changes must be approved by a 2/3 vote of the Assembly of Delegates as specified in Article XIV of the Bylaws.

Mission Statement

The Association of Florida Colleges, Inc. is the professional association of Florida's 28 public member institutions of the Florida College System, their boards, employees, retirees and associates, and the employees of the Division of Florida Colleges. The mission of the Association is to actively promote, represent, and support members and institutions as they provide their students and the citizens of Florida with a world-class college system.

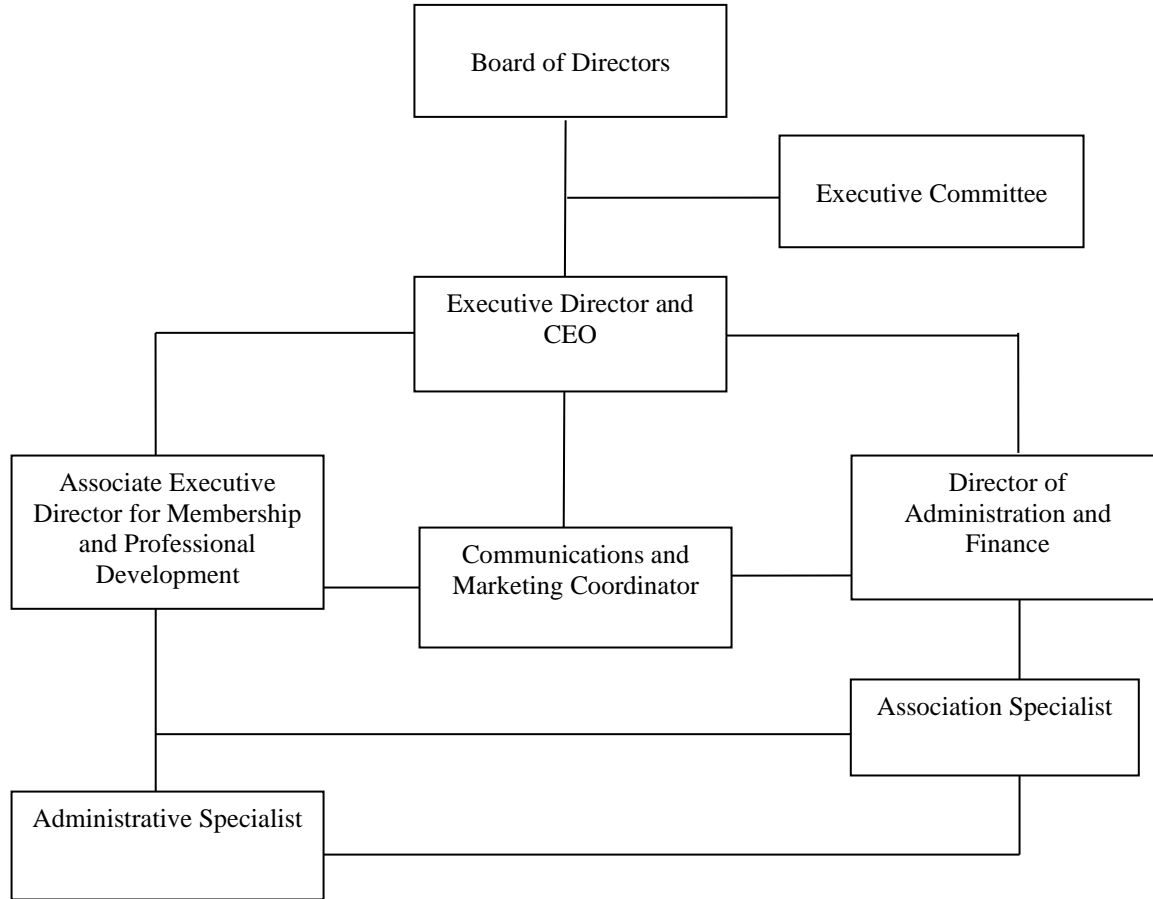
Values

1. Professional Growth and Development
2. Advocacy
3. Leadership
4. Community
5. Innovation
6. Networking

Strategic Goals

1. Develop and support professional development, education, and leadership opportunities of the Association members.
2. Advocate for policies, budgets and programs on behalf of the Association's institutional and individual members.
3. Communicate public policy and legislative issues, and engage in cooperative research activities related to those issues.
4. Increase public awareness of the mission, purpose, and accomplishments of the Florida College System.
5. Showcase and reward exemplary programs, practices, activities, and individuals.
6. Enhance, encourage, and facilitate communication, cooperation, professionalism, and camaraderie among individual Association members.
7. Promote membership development and services that ensure an active and vital Association.
8. Maintain a fiscally sound organization that is efficiently and effectively managed.
9. Provide opportunities for and engage in services to benefit the external community.

ASSOCIATION OF FLORIDA COLLEGES ORGANIZATIONAL STRUCTURE



GENERAL POLICIES

CHAIN OF COMMAND

The Board of Directors, through recommendation of the Executive Director/CEO and approval of the Executive Committee of the AFC, is responsible for setting policies for AFC staff members and operations. The Board of Directors shall ratify all policies recommended by the Executive Committee. The Board employs the Executive Director/CEO, to whom it delegates responsibility for the day-to-day administration of the AFC. The Executive Committee shall provide oversight of and provide direction to the Executive Director as needed to execute the annual goals and activities of the AFC. The Executive Director/CEO manages the staff who are accountable only to him/her. All communication to the Board is channeled through the Executive Director/CEO unless otherwise authorized.

OPEN DOOR

All AFC employees are encouraged to provide input and suggestions to the Executive Director/CEO concerning the overall operation and programs of the AFC. Employees should initially bring their comments to their immediate supervisor. In those cases where that may be inappropriate, employees

may address all concerns to the Executive Director/CEO. All staff input shall be considered and can be presented without fear of personal recrimination of his or her position.

CONFLICT OF INTERESTS

This **Conflict of Interest Policy** of the Association of Florida Colleges: defines conflicts of interest; identifies classes of individuals within the Association covered by this policy; facilitates disclosure of information that may help identify conflicts of interest; and specifies procedures to be followed in managing conflicts of interest.

Definition of conflicts of interest

A conflict of interest arises when a person in a position of authority over the AFC may benefit financially from a decision he or she could make in that capacity, including indirect benefits such as to family members or businesses with which the person is closely associated. This policy is focused upon material financial interest of, or benefit to, such persons.

Individuals covered

Persons covered by this policy are the AFC's officers, directors, chief employed executive and all staff.

Facilitation of disclosure

Persons covered by this policy may be asked to disclose to the Board of Directors of the AFC their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members.

Procedures to manage conflicts

For each interest disclosed to the Board of Directors, the Chairman will determine whether to: (a) take no action; (b) assure full disclosure to the Board of Directors and other individuals covered by this policy; (c) ask the person to recuse from participation in related discussions or decisions within the AFC; or (d) ask the person to resign from his or her position in the AFC or, if the person refuses to resign, become subject to possible removal in accordance with the AFC's removal procedures. The AFC's CEO will monitor proposed or ongoing transactions for conflicts of interest and disclose them to the Chairman of the Board of Directors in order to deal with potential or actual conflicts, whether discovered before or after the transaction has occurred.

The AFC expects the primary interest of its employees to be the individual and institutional members served by the AFC. Other potential conflicts of interest include but are not limited to:

Outside business interests

AFC employees may have outside business interests and outside employment so long as these do not interfere with job performance. Employees may not earn profit from outside employment or business interests which directly results from affiliation with the AFC.

Gifts and gratuities

To avoid the appearance of a conflict of interest, AFC employees and board members are not to accept gifts, gratuities, free trips, personal property or other items that have an estimated value in excess of \$50.00 unless such gifts, gratuities, free trips, personal property or other items inure to the benefit of the AFC. Should there be a question as to whether or not such gifts, or other

items inure to the benefit of the AFC, the guidance of the AFC executive committee or Executive Director/CEO should be sought. It is understood that vendors who wish to do business with the AFC often offer employees gift, hotel stays, and other benefits. Employees expected to use some judgment when accepting such offers.

REPRESENTING THE AFC

Only the Executive Director/CEO or the AFC President may speak on behalf of the Association. The AFC employees may not speak to the news media as an official or unofficial spokesperson of the AFC. All inquiries from the media should be referred to the Executive Director/CEO. Should an employee receive a media inquiry, he or she should respond: *"I have no authority to respond to your request. You should refer your question to the Executive Director/CEO."* No employee shall represent the AFC or its institutional or individual members without the specific knowledge and prior authorization of the Executive Director/CEO or designate.

CONFIDENTIALITY OF AFC'S PROPRIETARY RECORDS AND DOCUMENTS

AFC employees and board members shall safeguard the confidentiality and privacy of the AFC member database and all other proprietary Association records and documents. Proprietary records include, without limitation, financial records, records related to audits, draft documents, minutes of meetings, personnel records, financial reports and summaries, copies of invoices and contracts, payment records and other such documents as may be identified by the Executive Director/CEO. Disclosure of member information and other proprietary records and documents can be made only under specified conditions, which are described below.

1. No member information requested by someone outside the AFC may be given over the telephone. Staff is instructed to respond with the statement: *"Our policy does not permit me to give out this information."*
2. No information about members shall be released to state, federal or other agencies which include personal information or email addresses.
3. If member or other records are requested to be inspected by an outside agency or person, the individual(s) who inspect the records must be specifically authorized to do so by the Executive Director/CEO. The taking of notes, copying of records or removal of records is specifically prohibited.
4. AFC staff shall not release any proprietary records or documents of the AFC without prior authorization by the Executive Director/CEO or his/her designee. The president may authorize such a release in the absence of the Executive Director/CEO or designee.

INCLEMENT WEATHER & EMERGENCY CLOSINGS

The Executive Director/CEO or designee may close the AFC office due to inclement weather or emergency on days other than regularly scheduled holidays. The absence will not be charged to earned leave time. Should an emergency closing occur while an employee is already on earned leave time (i.e., sick, vacation, personal), he or she is not entitled to adjusted leave time.

PERSONAL PROPERTY

Employees may bring personal belongings to the office to decorate their work spaces and common areas, or to facilitate their work. Personal items may not be offensive in anyway. The Executive Director/CEO may request removal of any item deemed inappropriate for the office. AFC is not responsible for loss or damage to employees' personal property.

REQUESTS FOR INFORMATION ABOUT AFC EMPLOYEES

The AFC Board of Directors recognizes the individual employee's right to privacy. Therefore, all requests for information about a current, retired or terminated employee must be transferred to the Executive Director/CEO or director of administration and finance, who may disclose to prospective employers only the employee's dates of employment, final title or position, and job responsibilities.

COPYRIGHTS AND INTELLECTUAL PROPERTY

The AFC maintains the rights and ownership to any materials or intellectual property developed by employees, commissions, regions, chapters, committees or members in the course and scope of their employment or affiliation with AFC.

SALES OF NAMES AND ADDRESSES

Lists of names, addresses, or other information about staff, management, employees, members or those that the AFC serves and their families will not be sold or given to anyone outside the AFC organization unless such information is required under the public records laws of the State of Florida. As such, all requests for the names, addresses, or other information about staff, management, employees, members or those that the AFC serves must be approved in advance by the Executive Director/CEO before any information is released.

BOARD MEMBER INTERACTION WITH AFC EMPLOYEES

AFC Board members may communicate freely as needed with AFC staff members on any issue regarding conduct of AFC business. Any request for AFC staff to perform specific tasks must be made through the Executive Director/CEO.

DOCUMENT RETENTION AND DESTRUCTION POLICY

This Document Retention and Destruction Policy of the Association of Florida Colleges identifies the record retention responsibilities of staff, volunteers, members of the Board of Directors, and outsiders for maintaining and documenting the storage and destruction of the Association's documents and records.

1. **Rules.** The Association's staff, volunteers, members of the Board of Directors and outsiders (i.e., independent contractors via agreements with them) are required to honor these rules: (a) paper or electronic documents indicated under the terms for retention below will be transferred and maintained by the Human Resources, Legal or Administrative staffs/departments or their equivalents; (b) all other paper documents will be destroyed after three years; (c) all other electronic documents will be deleted from all individual computers, data bases, networks, and back-up storage after one year; and (d) **no paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or private litigation.**

2. **Terms for retention**

Retain permanently: *Governance records* – Charter and amendments, Bylaws, other documents, governing board and board committee minutes. *Tax records* – Filed state and federal tax returns/reports and supporting records, tax exemption determination letter and related correspondence, files related to tax audits. *Intellectual property records* – Copyright and trademark registrations and samples of protected works. *Financial records* – Audited financial statements, attorney contingent liability letters.

Retain for ten years:

Pension and benefit records -- Pension (ERISA) plan participant/beneficiary records, actuarial reports, related correspondence with government agencies, and supporting records.

Government relations records – State and federal lobbying and political contribution reports and supporting records.

Retain for three years:

Employee/employment records – Employee names, addresses, social security numbers, dates of birth, INS Form I-9, resume/application materials, job descriptions, dates of hire and termination/separation, evaluations, compensation information, promotions, transfers, disciplinary matters, time/payroll records, leave/comp time/FMLA, engagement and discharge correspondence, documentation of basis for independent contractor status (retain for all current employees and independent contractors and for three years after departure of each individual).

Lease, insurance, and contract/license records – Software license agreements, vendor, hotel, and service agreements, independent contractor agreements, employment agreements, consultant agreements, and all other agreements (retain during the term of the agreement and for three years after the termination, expiration, non-renewal of each agreement).

Retain for one year:

All other electronic records, documents and files – Correspondence files, past budgets, bank statements, publications, employee manuals/policies and procedures, survey information.

3. **Exceptions.** Exceptions to these rules and terms for retention may be granted only by the AFC Executive Director/CEO or President.

4. **Document Release.**

No member of the AFC staff shall be permitted to release any proprietary records of the AFC or any organization it administers to any person, contractor, or other entity except in accordance with **section 1.1.5**. Proprietary records include, without limitation, financial records, records related to audits, draft documents, minutes of meetings, personnel records, financial reports and summaries, copies of invoices and contracts, payment records and other such documents as may be identified by the Executive Director/CEO.

USE OF FACILITIES AND EQUIPMENT

Use of the AFC buildings, grounds, and equipment is limited for official AFC business. Any other use is strictly prohibited unless the following conditions are met:

1. A written request is made to the Executive Director/CEO stating
 - a. What area or equipment is to be used
 - b. By whom it is to be used
 - c. The purpose for its use
 - d. Date and time(s) desired
 - e. The name of the person who will be directly responsible
2. The organization or individual has signed a facility and/or equipment use agreement, provided proof of appropriate insurance, and has tendered the appropriate use, rental and staffing fees as specified in the facility and/or equipment use agreement.
3. All requests must be with sufficient time for the Association's Executive Director/CEO to make a proper review.
4. The Executive Director/CEO has approved the facility and/or equipment use agreement.

MAINTENANCE AND PROTECTION OF AFC PROPERTY

Staff members will not directly or indirectly use or allow the use of property, equipment or supplies belonging to the AFC or located on the AFC's premises for any purpose other than Association business unless special permission is obtained from the Executive Director/CEO or unless a facilities and/or equipment use contract has been completed and executed.

No staff member or AFC member shall willfully alter, mutilate, abuse, or waste any property, equipment, or supplies belonging to the AFC or located on the Association's property. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination.

No staff member shall willfully allow building access to any non-employee or non-building tenant. Giving a building access security card or suite passcode without permission of the AFC CEO to any non-tenant, contractor, or other person by an AFC employee is grounds for immediate termination. The Executive Director/CEO may approve security card access for college presidents and college lobbyists as requested.

CEO SIGNING AUTHORITY POLICY STATEMENT

The Executive Director/CEO of the Association is authorized by the Board of Directors to execute contracts on its behalf in the normal operation of the Association. Contracts signed by the Executive Director/CEO when the full board cannot meet shall be brought to the board for ratification at its next meeting.

STAFF PAY RAISES

The Executive Director/CEO shall have the authority to increase an employee's salary up to 5% within the same pay grade during the course of any fiscal year.

STAFF BONUSES

The Executive Director/CEO may provide up to a \$500 bonus per staff member annually based on exemplary service once any fiscal year.

WORK HOURS AND HOURS OF OPERATION

The regular work week for full-time employees, salaried and hourly, is forty (40) hours divided into five (5) days, Monday through Friday, with employees regularly scheduled to work eight (8) hours per day. The normal office hours for full-time employees are 8:00 am to 5:00 pm, with a sixty (60) minute, unpaid, regularly scheduled, but flexible lunch period. Employees may request an alternative work schedule to be approved by the Executive Director/CEO.

Daily and weekly work schedules may be changed from time to time at the discretion of the Executive Director/CEO to meet the varying conditions of our business and to accommodate travel, meetings, and events that fulfill the association's mission. Changes in work schedules will be announced in advance. For eligible employees, the Executive Director/CEO may approve overtime where permissible under federal and state law.

Within each eight (8) hour work period, breaks may be authorized and will be established by the Executive Director/CEO.

ANNUAL AUDIT

The Assembly of Delegates invests in the Board of Directors' full responsibility for establishing overall financial policy and for accepting gifts, grants, or other income from appropriate sources. There shall be an annual independent audit of the financial records by a certified public accountant which complies with generally accepted principles of accounting. The annual audit will be distributed to the Board of Directors for approval/ratification. The Executive Director/CEO may provide a copy of the annual audit to any AFC chapter president upon request.

Chapter, commission, and region accounts are considered part of the AFC's annual revenues and must be audited to ensure compliance with the Bylaws and Standing Rules of the AFC, and generally accepted principles of accounting.

PERSONNEL POLICIES

Equal Employment Opportunity Statement

The AFC believes that equal opportunity for all employees is important for the continuing success of the AFC. Therefore, in accordance with state and federal law, the AFC will not discriminate against an employee or applicant for employment because of race, disability, color, creed, religion, sex, age, national origin, ancestry, citizenship, veteran status, or non-job-related factors in hiring, promoting, demoting, training, benefits, transfers, layoffs, terminations, recommendations, rates of pay or other forms of compensation. Opportunity is provided to all employees based on qualifications and job requirements.

AFFIRMATIVE ACTION STATEMENT

The AFC also provides equal employment opportunity to all persons without regard to race, color, religion, disability, sex, age or national origin, and promotes the full realization of this policy through a positive, continuing program of affirmative action. AFC is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer and layoff or termination. The AFC will strive for a staff that reflects diversity. The AFC will also attempt to achieve and maintain a diverse work force. These steps may include, but are not limited to, the following:

1. Pursuing our affirmative action program along with regular review by the board of directors.
2. Ensuring that the AFC's policy regarding equal employment opportunity is communicated to all employees.
3. Ensuring that hiring, promotion and salary administration practices are fair and consistent with the policies of the Board of Directors.
4. Reporting to the Board of Directors on all activities and efforts to implement the AFC's policy of equal employment opportunities.
5. To the extent that the AFC's paid staff is not diverse, the Board of Directors may request special recruitment effort as part of this plan.

AFC management staff must provide equal opportunity for all employees with regard to work assignments, training, transfer, and advancement, and other conditions and privileges of employment, and to work to assure a continuation of this policy of equal employment opportunity.

ADA COMPLIANCE

The AFC welcomes applications from people with disabilities and does not discriminate against them in any way. The AFC complies with the Americans with Disabilities Act (ADA) of 1990, by:

1. Considering all applicants with disabilities for employment using the same criteria as are used for the employment of persons without disabilities.
2. Considering employees with disabilities for promotions using the same criteria that are used for the promotion of employees without disabilities.
3. Taking steps to make its facilities barrier-free and accessible according to appropriate federal and state statutes.
4. Making scheduling and other adjustments to reasonably accommodate employees with disabilities.
5. Educating employees to the fact that individuals with disabilities are employed by the nonprofit and should not be discriminated against.
6. Posting notices explaining the provisions of ADA and staff rights under the law.

SEXUAL HARASSMENT

The AFC will not tolerate sexual harassment of its employees or members. This means that the following behaviors are grounds for disciplinary action:

1. unwelcome sexual jokes or innuendo
2. unwelcome sexual advances
3. requests for sexual acts or favors
4. insulting or degrading sexual remarks or conduct directed against an employee or member
5. threats, demands or suggestions that employee's work is contingent upon toleration of or acquiescence to sexual advances
6. retaliation against employees for complaining about such behaviors
7. any other unwelcome statements or actions based on sex that are sufficiently severe or pervasive so as to unreasonably interfere with an individual's work performance, or create an intimidating, hostile or offensive working environment.

Any person who has a complaint of sexual harassment against a superior, a co-worker, a vendor or a person we serve should bring the problem to the attention of the Executive Director/CEO or the chairman of the board. The AFC prohibits retaliation against anyone for having raised such a complaint in good faith or cooperating with an investigation of a complaint. Complaints will be investigated and handled as confidentially as possible in the manner described below:

Complaints of sexual harassment will be investigated as promptly as possible. The allegations of the complaint and the identity of the persons involved shall remain confidential, in order to conduct a full and impartial investigation, remedy violations, monitor compliance and administer the policy. The investigation will include, but will not be limited to, discussion with both parties and witnesses. Where appropriate, a report shall be prepared by the Executive Director/CEO or chairman of the board with recommendations concerning remedial action, if necessary. The executive committee of the board of directors will review the report and recommendations, determine the corrective action, if any, notify all parties of its decision and implement that decision.

DRUG-FREE WORKPLACE

The Association is committed to the belief that substance abuse programs are essential components of a comprehensive plan to deal with substance abuse by employees at the Association or while engaged in Association related activities. The Association recognizes that such abuse constitutes a serious threat to the health and well-being of its employees.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol is prohibited during work hours on Association property or as part of any Association activity. An employee who violates this policy shall be subject to any of the following actions as determined by the Executive Director/CEO or board of directors:

1. Satisfactory completion of an appropriate rehabilitation program
2. Reprimand
3. Suspension
4. Termination
5. Referral for prosecution

CRIMINAL ACTS AGAINST THE AFC

At the discretion of the Board of Directors and/or the Executive Director/CEO, criminal and/or negligent acts against the AFC, its property, facilities, and technology may be prosecuted to the fullest extent of the law. The AFC also has the prerogative of seeking remuneration for criminal and negligent acts against the Association, its property, facilities, technology and employees.

In the event a criminal or negligent act against the Association is committed by an employee or member of the Association, the Board of Directors, by majority vote, will determine the courses of action the Association will take including but not limited to dismissal, loss of membership status and benefits, criminal prosecution, remuneration for monetary damages and slander.

WHISTLEBLOWER POLICY – AFC

This **Whistleblower Policy** of the Association of Florida Colleges: (1) encourages staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies of the Association; (2) specifies that the Association will protect the person from retaliation; and (3) identifies where such information can be reported.

- 1. Encouragement of reporting.** The Association encourages complaints, reports or inquiries about illegal practices or serious violations of the Association's policies, including illegal or improper conduct by the Association itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the Association has existing complaint mechanisms should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via the Association's human resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.
- 2. Protection from retaliation.** The Association prohibits retaliation by or on behalf of the Association against staff or volunteers for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Association reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.
- 3. Where to report.** Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to the Association's chief employed executive or Chairman of the Board of Directors; if both of those persons are implicated in the complaint, report or inquiry, it should be directed to Chair-Elect. The Association will conduct a prompt, discreet, and objective review or investigation. Staff or volunteers must recognize that the Association may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

JOB DESCRIPTIONS

The AFC will maintain a written job description for all staff positions, both paid and volunteer. In the event new paid positions are created through expansion or reorganization, written job descriptions will be prepared and then approved by the Executive Director/CEO prior to filling the position.

A job description must contain the following elements: title, summary of job duties, performance requirements, definition of the essential and non-essential functions of the position, qualifications (education, experience, other), attributes, immediate supervisor, employee signature, Executive Director/CEO signature and date.

Job descriptions are to be as detailed and explicit as possible. However, employees occasionally may be required to perform related duties not specified in the job description. In the event new major responsibilities or other significant changes occur, the job description must be rewritten to reflect these changes.

Written job descriptions play a key role in assuring the AFC's compliance with the Americans with

Disabilities Act, and other federal and state employment laws.

EMPLOYEE CLASSIFICATIONS

Under Florida Law, non-contract employees are presumed to be “at will.” At-will employees may be terminated for any reason, so long as it’s not illegal. Employees who work under an employment contract can only be terminated for reasons specified in the contract. Please direct any questions regarding your employment classification or exemption status to the Executive Director/CEO.

Non-professional personnel

Employees earning less than the amount prescribed under the federal Fair Labor and Standards Act annually are non-exempt. Non-professional employees are covered by the guidelines established under the Fair Labor Standards Act and eligible for overtime pay, upon approval. This classification of employee includes support staff such as clerical, administrative service, skilled craft, or general labor.

Professional personnel

Employees earning equal to or above the amount prescribed under the federal Fair Labor and Standards Act annually are exempt from the overtime provisions. Professional employees are not eligible for overtime pay.

Part-time regular personnel

These are employees hired to work fewer than forty hours per week on a regular basis or an employee who has worked for a period longer than three consecutive months and for an average of at least ten (10) hours per week. Such employees are normally paid on a non-exempt, hourly rate unless other arrangements have been agreed upon. Part-time personnel do not qualify for sick leave, vacation leave, or other benefits except for holiday leave on which normal work hours fall

TELEPHONE CALLS

The AFC telephones are primarily for business use. Employees are discouraged from making lengthy personal calls during work hours.

TRAVEL

In order to contain the cost of travel and lodging, all employees will meet the following requirements:

1. Report all expenses such as meals, lodging, tips, travel to and from the destination, and car rentals on a Travel Reimbursement Form. Mileage on personal vehicles will be reimbursed at a rate of 48.5 cents per mile.
2. Purchase airline tickets as far in advance of a trip as possible. Seek discount fares.
3. Staff may choose rental cars. When selecting a rental car, staff should choose the most economical available.
4. Obtain prior approval from the Executive Director/CEO for any overnight travel.
5. Meal allowance will be reimbursed at the rate of \$6.00 per breakfast, \$11.00 for lunch, and \$19.00 for dinner unless otherwise approved by the Executive Director/CEO. Meal allowance shall not be given for meetings where meals are provided. The Executive Director/CEO may approve actual costs in lieu of meal allowance rates if travel is in a high-cost area.

PERSONAL APPEARANCE AND Demeanor

Unless otherwise authorized by the Executive Director/CEO, employees shall dress in appropriate attire (business casual or business dress) and to behave in a professional, business-like manner at all times. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the AFC.

PROBATIONARY PERIOD

All new employees are on probationary status for the first sixty days (60) of employment, during which time either party may terminate the employment without explanation or cause. Probationary employees may earn health insurance, life and disability insurance, and accrue leave time upon commencing employment, but are not vested in AFC's 401K Plan until after 60 days of employment. Just prior to the 60 day anniversary, (based on date of hire and not on days worked) the employee shall receive a performance evaluation and notification as to whether or not the probationary period has been successfully completed. If it has been successfully completed the employee will be granted regular employment status. Completion of the probationary period and granting of regular status does not change an employee's status as an at-will employee. This means that the AFC or the employee may terminate the employee's employment status with the AFC at will, with proper notice, not to exceed two weeks. If the probationary period has not been successfully completed the employee will be notified that he or she:

- a. Is terminated immediately, or
- b. Is continued on probationary status for a maximum of 30 additional days after which time the employee may be terminated or granted regular status based on daily evaluations.

PAY PERIOD

AFC employees are paid twice monthly on the 15th and the last work day of the month.

RECORDING WORK HOURS

It is the policy of the AFC to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable) and of the accrued leave time taken, and to non-exempt employees shall be required to record time worked and absences on the AFC's official time record form. Weekly time records shall be validated weekly by the Executive Director/CEO or designee. Falsification of a time record is grounds for immediate termination.

COMPENSATORY TIME AND OVERTIME

No employee of the AFC shall be granted compensatory time. Non-exempt employees shall not earn overtime pay unless approved in advance by the Executive Director/CEO or designee.

ANNUAL LEAVE

AFC fulltime, non-contract employees earn annual leave based on the following schedule:

Years of Service	Earned Vacation Leave
0-5 Years of Service	8 Hours Per Month
6-10 Years of Service	10 Hours Per Month
11 or More Years of Service	12 Hours Per Month

Annual leave time may be accrued and/or carried forward from year-to-year. Upon termination of employment, an employee may receive 100% payment for a maximum of 480 hours unless otherwise authorized by the Board of Directors. Part-time employees are not eligible to earn or accumulate annual leave.

SICK LEAVE

AFC fulltime, non-contract employees shall accrue sick leave at the rate of eight (8) hours for each month of full-time employment. Unused sick leave may be carried forward from one year to the next. There is no limit on the number of sick leave days an employee can accumulate; however, upon termination of employment, an employee may not be paid for more than 25% of unused, accumulated sick leave, unless otherwise authorized by the Board of Directors.

Each AFC employee is responsible for directly notifying his or her supervisor at the beginning of each working day when illness prevents his or her attendance at work. When an extended length of absence due to illness is required, supervisors must be kept advised if the absence is expected to continue for a period longer than originally anticipated. AFC's Executive Director/CEO may request a doctor's statement if an employee is absent more than seven consecutive working days, or when regular absences seem to impede work productivity and quality. Upon returning to work from sick leave, each employee will complete the approved AFC Sick Leave form to be approved by the Executive Director/CEO.

In addition to personal illness, an employee may use accumulated unused sick leave because of the illness or death of a father, mother, brother, sister, husband, wife, child, significant other, or close relative or member of the employee's household.

ADMINISTRATIVE LEAVE

AFC employees may be granted administrative leave for the following reasons:

- 1) Summons as a member of a jury panel: Administrative leave will be granted with pay, and jury fees will be retained by the employee. AFC will not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
- 2) Subpoenaed as a witness, not involving litigation in which he/she is a principal: Administrative leave with pay will be granted and any witness fees will be retained by the employee. AFC will not reimburse the employee for meals, lodging, and travel expenses while serving as a witness.
- 3) Litigation as a result of action related to the carrying out of official AFC duties and responsibilities: An employee who is so involved may be granted administrative leave with pay for court attendance upon the approval of the Executive Director/CEO. Personal litigation in which the employee is the principal: In this case, administrative leave with pay will not be granted for court attendance. However, an employee may be granted vacation leave or personal leave in such cases with the approval of the Executive Director/CEO.
- 4) Upon request, an employee may be allowed one hour of administrative leave per week, not to exceed five hours per calendar month, to participate in mentoring, local school activities, and community service programs that meet child, elder, or other human needs.

FAMILY LEAVE

The AFC staff may take no more than six weeks per year leave without pay for events such as adoption, maternity/paternity, illness of children, illness of immediate family member and elder care. Accrued annual leave or sick leave may be used in conjunction with or as part of the six week period. Vacation leave and sick days will not accrue during this leave of absence without pay and employees are required to pay cost of benefits during the period of absence.

The Executive Director/CEO shall have sole discretion to approve all unpaid leaves of absence.

PERSONAL DAYS

The AFC provides full-time employees two (2) paid personal days annually for religious observances, ethnic holidays, and other events of personal significance. Personal days will not be deducted from accrued leave. Personal days must be used within the year that they are earned; they will not carry over from year to year.

WORKERS COMPENSATION

AFC employees are protected under the state workers compensation law against loss of income due to injury or death that occurs during work activities. The AFC pays the entire cost of the Workers Compensation insurance premium; however, all AFC employees are required to report job-related accidents, injuries, and illness immediately after experiencing a symptom. The Workers Compensation insurance carrier will determine the benefits, if any, the employee deserves. Failure of an employee to document job-related injuries may result in disciplinary action including termination. Reporting job-related injuries protects both the AFC and its employees.

- 1) Reporting: Any employee injured on the job will report the injury immediately to his or her supervisor regardless of whether the injury is minor or of no apparent significance.
- 2) Incident Report: An incident report will be completed promptly by the supervisor to ensure documentation and expedite compensation.

PAID HOLIDAYS

All full-time AFC employees will receive the AFC's recognized and approved holidays with pay at their regular rate. The AFC's recognized holidays are:

- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth Holiday
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holiday
- Winter Holidays (commensurate to college closings)

AFC EMPLOYEE RETIREMENT PLAN

The AFC Board of Directors has approved a 401K Plan to provide for the retirement of all full-time Association employees. All full-time AFC Employees after 60 days of employment are vested in the Association of Florida Colleges 401K Plan. The Association will, on a monthly basis, contribute 17.76% of each employee's gross wages to the plan. Employees may contribute additional amounts by payroll deduction.

Employees may access their individual retirement account within the retirement plan online; each employee is responsible for determining the allocation of assets for his or her individual fund within the pension plan as specified in the master document outlining the pension plan. The Association, its Board of Directors, or its employees are not responsible for or accept responsibility for the investment allocation decisions made by an individual employee in regard to his or her individual fund within the pension plan.

RELIGIOUS HOLIDAYS

AFC respects the right of each employee to worship as his or her faith dictates. It recognizes that there are religious holidays where the tenets of a particular religion dictate that no work be performed, but which fall on a scheduled workday. If an employee desires time off from work to observe a religious holiday, the employee may use annual leave or a personal day.

HEALTH INSURANCE

The AFC provides health insurance for all full-time employees who need it through a selected provider commencing upon employment. A detailed description of the coverage is available from the Association's Director of Administration and Finance. Dependent health insurance coverage for an employee's eligible dependents may be purchased by the employee through payroll deductions provided the employee provides the full cost of such dependent coverage as outlined by the provider. Part-time employees of AFC are not eligible for paid coverage under the Association's health insurance plan.

LIFE INSURANCE

The AFC will provide a term life insurance policy to full-time employees equal to one year's base salary unless otherwise approved by the Executive Committee.

POLICY ON THE PROCESS FOR DETERMINING COMPENSATION

The process for determining compensation of the Association of Florida Colleges Chief Executive Officer includes the following elements:

1. **Use of data as to comparable compensation.** The compensation of the person is reviewed and approved using data as to comparable compensation for similarly qualified persons in functionally comparable positions at similarly situated associations.
2. **Review and approval.** The compensation of the person is reviewed and approved by the board of directors or compensation committee of the Association, provided that persons with conflicts of interest with respect to the compensation arrangement at issue are not involved in this review and approval.
3. **Contemporaneous documentation and recordkeeping.** There is contemporaneous documentation and recordkeeping with respect to the deliberations and decisions regarding the compensation arrangement.

The AFC Chief Executive Officer/Executive Director is the top management official and employee who has the ultimate responsibility for implementing the decisions of the AFC's governing body and for supervising the management, administration, or operations of the AFC. The CEO shall be considered a **Key Employee** who meets the Key Employee test as prescribed by the IRS in any given year.

Appendix 3 – Proposed updates to Employment & Personnel Policies (11/2023)

Equal Employment Opportunity Statement

The AFC believes that equal opportunity for all employees is important for the continuing success of the AFC.¹ As such, the AFC is committed to providing equal employment opportunities to all employees and applicants without regard to actual or perceived race, handicap/disability, color, religion, gender, pregnancy, age, national origin, ancestry, citizenship or veteran status. This commitment applies to all aspects of AFC's employment and personnel practices including but not limited to recruiting, interviewing, hiring, evaluating, demoting, promoting, disciplining, training, separating from employment, and/or approving benefits, rates of pay, sick or annual leave, paid-time-off, or other terms and conditions of employment. The AFC is also committed to provide all applicants and employees equal opportunity based on that person's knowledge, skills, abilities and/or qualifications applicable to particular job duties and responsibilities, and will responsibly maintain a work environment that is free from discrimination and/or harassment.

Requests for Workplace Adjustments

The AFC is committed to providing a work environment that does not devalue or discredit individuals with a handicap/disability as well as those who practice and/or adhere to particular religious beliefs or observances. To the extent that an employee requires an adjustment to perform the primary duties and responsibilities of the employee's job and/or for the employee's religious beliefs or observances, the employee must notify the _____ in writing specifying the requested adjustment for further evaluation as appropriate.

Once the employee has submitted his/her written request, the _____ will work with the employee in an attempt to identify a possible adjustment that will also be consistent with the best interests of the AFC. After appropriate review of the request, the AFC will consider granting an adjustment to an employee for any known physical or mental handicap/disability or the employee's religious beliefs and observances, provided that such an adjustment can be provided effectively and efficiently, and does not pose a direct threat to the health, welfare or safety of others in the workplace. The AFC reserves the right to deny or discontinue any requested adjustment that is determined to be appropriate and/or determined to be appropriate to further its mission, values and strategic goals.

Policy Against Harassment/Discrimination and Complaint Procedure

The AFC does not tolerate harassing and/or discriminatory behavior towards its employees or institutional members based on actual or perceived race, handicap/disability, color, religion, gender, pregnancy, age, national origin, ancestry, citizenship or veteran status ("classes"). Such harassment/discriminatory behavior includes a broad spectrum of conduct. By way of illustration only and not limitation, examples of unacceptable behavior against an employee or institutional member based on any of the foregoing classes are as follows:

- abusive, bullying, degrading or insulting remarks, slurs or conduct;
- unwelcome jokes, innuendoes or sexual advances;
- requests for sexual acts or favors;
- threats, intimidation, demands, or suggestions that an employee's work

¹ *Do we prefer the term "AFC" or "Association"?*

- is contingent upon toleration of or acquiescence to sexual advances;
- sending or posting inappropriate messages or videos via electronic mail, text, instant messaging, Instagram, Snapchat or other social media;
- physical conduct such as unwanted touching, groping, assault or blocking movement;
- unwelcome statements or actions that are sufficiently severe or pervasive so as to unreasonably interfere with an individual's work performance or participation as an institutional member, or creates an intimidating, hostile or offensive work environment; or
- retaliation against an employee or institutional member for complaining about such inappropriate behavior.

If any employee or institutional member has any questions what constitutes harassing or discriminatory behavior, that person should immediately contact the _____ for additional clarification as needed. Any person who has a complaint against a superior, co-worker, vendor or an institutional member should bring the issue to the attention of the Executive Director/CEO or the AFC Board Chair. However, if the Executive Director/CEO or Board Chair are the subject of or implicated in the matter, the complaint should be directed to the Board Chair-Elect. The AFC prohibits retaliation against anyone for having such a complaint in good faith or for cooperating with an investigation of a complaint. Such complaints will be investigated and handled as confidentially and promptly as possible.

The complaint and the identity of the person(s) involved shall remain confidential in order to conduct a full and impartial investigation, remedy any violations, monitor compliance and administer the policy as needed. The investigation will include, but not be limited to, discussion with the necessary parties and identified witnesses.

Where appropriate, a report shall be prepared by the Executive Director/CEO, Board Chair or appropriate designee with recommendations concerning remedial action, if necessary. As appropriate, the Executive Committee will review the written report and recommendations, determine any corrective actions to be taken, notify all parties of its decision and implement that decision. The AFC reserves the right to discipline persons who make bad faith, knowingly false or vexatious complaints, reports or inquiries or who otherwise violate the purpose of this policy.

Substance Abuse Policy

The AFC is committed to the belief that substance abuse programs are essential components of a comprehensive plan to deal with substance abuse by its employees on the job or while engaged in AFC related activities. The AFC further recognizes that such abuse constitutes a serious threat to the health, safety and well-being of its **employees**.²

All AFC employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on AFC property (including parking areas and grounds) or as a part of any AFC activity. Where a reasonable suspicion exists that an employee has violated the substance abuse policy, the Executive Director/CEO,

² *How frequent do we use volunteers if at all for AFC business? This may have to be expanded to include them as well.*

Board Chair or appropriate designee may inspect including but not limited to vehicles, work areas, desks, briefcases, backpacks, purses and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances on AFC property. As such, an employee should have no expectation of privacy for personal belonging brought onto AFC premises.

With the exception of medically prescribed marijuana, the proper use of medication prescribed by the employee's physician is not prohibited. However, the AFC does prohibit the misuse of prescribed medication. Medically prescribed drugs may affect an employee's job performance such as causing a lack of focus, attention to detail, dizziness or drowsiness. As such, an employee is required to disclose in writing any medication that may cause a risk of harm to the employee or to other employees or institutional members while in the performance of the employee's assigned duties and responsibilities. In addition, it is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair or diminish the employee's job performance and notify his/her supervisor of such effects. It is also the responsibility of each AFC employee to report in writing to either the Executive Director/CEO or Board Chair if that employee reasonably observes or has direct knowledge that another employee is in a condition which: (1) impairs or diminishes the employee in the performance of his/her duties and responsibilities; (2) presents a hazard to the health, welfare and safety of the employee or others; or (3) is otherwise in violation of this policy.

An employee who violates this policy shall be subject to any of the following actions, which shall be determined based upon the severity of the offense and consideration of other relevant aggravating or mitigating circumstances, by the Executive Director/CEO or Board Chair:³

- a. Submission to drug/alcohol screening;
- b. Satisfactory completion of an appropriate rehabilitation program;
- c. Reprimand;
- d. Suspension;
- e. Separation; and/or
- f. Referral for legal prosecution.

An employee may be required to submit to drug/alcohol screening whenever the AFC has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise, from among other factors, supervisory observations, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

In addition, an employee may be tested as follows when deemed appropriate and determined to be in the best interests of the AFC: (1) after an employee suffers an on-the-job- injury or is involved in an accident while at work; (2) in connection with a routine fitness-for-duty examination; (3) as a follow-up to rehabilitation for up to two years after the completion of such a program; or (4) on a random basis. Time spent by an employee taking drug/alcohol tests (excluding retests after a positive result) may be counted as time worked for purposes of compensation and benefits.

Within five working days of the AFC receiving notice of positive results for drugs or alcohol, the employee will be provided with written notice of the positive result, the consequence(s), and the employee's option, if any. In addition, the employee may be given a copy of the results upon written request. Within five days

³ *Do we prefer the Board Chair rather than the Board?*

of receiving the results, the employee may submit information explaining or contesting the results in writing. If the employee provides such written explanation, the AFC will determine whether a retest will be allowed or provided a written response stating why the employee's explanation was unsatisfactory.

Violation of this substance abuse policy or any of its provisions may result in discipline up to and including separation from employment. However, any employee who voluntarily seeks treatment for substance abuse will not be subjected to any disciplinary action if the employee has not previously tested positive for drug use, entered an employee assistance program for substance abuse related problems, or entered a substance abuse rehabilitation program.

Whistleblower Policy

The AFC is committed to providing the highest degree of professional and ethical standards in furtherance of its overall mission, values and strategic goals. As such, the AFC encourages its employee and institutional members to come forward with credible information regarding concerns of illegal, improper or unethical practices and/or serious violations of adopted policies of the AFC.

Any complaint reported pursuant to this policy should be submitted in good faith and in writing, and shall remain on a confidential or anonymous basis. Such written complaints should describe in detail the specific facts demonstrating the bases of the complaint. The AFC is not required to investigate complaints that are ambiguous, vague and/or without sufficient factual bases to commence an investigation. All complaints must be reported directly to the Executive Director/CEO or Board Chair. However, if the Executive Director/CEO or Board Chair are the subject of or implicated in the matter, the complaint should be directed to the Board Chair-Elect. As appropriate, valid complaints will be investigated in a prompt, discreet and objective manner, and handled as confidentially and promptly as possible.

Appropriate subjects to raise under this policy includes financial improprieties, accounting or audit matters, ethical violation, or other similar illegal or improper practices or policies concerning the business operations of the AFC. Other subjects on which the AFC has existing complaint procedures should be appropriately addressed in accordance with those specific procedures and policies rather than this policy. Further, this instant policy is not intended to provide a means of appeals from outcomes reached as a result of those other existing complaint procedures.

The AFC prohibits retaliation against anyone for filing any complaint submitted in good faith or for cooperating with an investigation of a complaint submitted under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. However, the AFC reserves the right to discipline persons who make bad faith, knowingly false or vexatious complaints, reports or inquiries or who otherwise violate the purpose of this policy.

ASSOCIATION OF FLORIDA COLLEGES

Statement of Financial Position (unaudited)

As of March 31, 2025

	Total	
	As of Mar 31, 2025	As of Mar 31, 2024
ASSETS		
Current Assets		
Bank Accounts		
Councils- Money Market	56,266.30	56,602.35
FCRAO Checking	20,730.41	
Synovus- FCRD Account	39,590.18	
Synovus- Money Market	225,142.42	138,993.19
Synovus- Operating Checking Acct	2,557.03	58,524.44
Synovus- Savings Account	69,176.30	45,502.90
Total Bank Accounts	\$ 413,462.64	\$ 299,622.88
Accounts Receivable		
Accounts Receivable	0.00	0.00
Total Accounts Receivable	\$ 0.00	\$ 0.00
Other Current Assets		
Undeposited Funds	0.00	0.00
Total Other Current Assets	\$ 0.00	\$ 0.00
Total Current Assets	\$ 413,462.64	\$ 299,622.88
Fixed Assets		
Accumulated Depreciation	-295,470.00	-295,470.00
PPE-Personal Property Equipment	307,489.00	307,489.00
Total Fixed Assets	\$ 12,019.00	\$ 12,019.00
Other Assets		
Prepaid Expenses	0.00	0.00
Total Other Assets	\$ 0.00	\$ 0.00
TOTAL ASSETS	\$ 425,481.64	\$ 311,641.88
LIABILITIES AND NET ASSETS		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	0.00	0.00
Total Accounts Payable	\$ 0.00	\$ 0.00
Credit Cards		
BoA CC	28,627.76	1,605.85
Total Credit Cards	\$ 28,627.76	\$ 1,605.85
Other Current Liabilities		
2000 Councils Liability Account	0.00	0.00
2620 Council of Instructional Affairs (CIA)	26,406.02	16,394.26
2630 Council of Student Affairs (CSA)	19,439.68	9,793.00

2640 Council on Wkfrc Education (CWE)	9,617.14	1,134.89
(FCRAO)	20,730.41	29,072.48
Total 2000 Councils Liability Account	\$ 76,193.25	\$ 56,394.63
2660 FCRD Liability Account	23,730.11	
Deferred Revenue	0.00	0.00
Deposit Payable	0.00	0.00
Direct Deposit Payable	0.00	0.00
Foundation Related Activities	0.00	-9,376.37
Payroll Liabilities	-5,868.10	-4,316.86
AFLAC Hosp Confin Pre-Tax	454.22	-16.51
AFLAC Insurance Payable	-952.47	-435.39
AFLAC Specified Health Event PT	589.88	23.71
AFLAC- Cancer Policy Em Pd	1,941.30	320.60
AFLAC-Accident Insurance	648.22	-30.51
AFLAC-Rider Plus	-2.09	-2.09
AFLAC-Short Term Disability	-39.74	-39.74
Allowances	-532.35	-532.35
Colonial Life Insurance Payable	-818.77	-818.77
Dental Insurance	907.48	589.46
Federal Taxes (941/944)	205.74	3,985.27
Federal Unemployment (940)	-178.94	-178.94
FL Unemployment Tax	73.51	609.39
Health Insurance	2,765.58	0.00
MI Income Tax	0.00	0.00
MI Local Tax	0.00	0.00
Retirement Loan Repayment	5,400.00	4,350.00
Total Payroll Liabilities	\$ 4,593.47	\$ 3,507.27
Retirement Employee Contributio	0.00	0.00
Sales Tax-Tenants	-0.01	25.58
Sweep Account Debits/Credits	0.00	0.00
Total Other Current Liabilities	\$ 104,516.82	\$ 50,551.11
Total Current Liabilities	\$ 133,144.58	\$ 52,156.96
Long-Term Liabilities		
Accrued Leave LT	17,009.62	31,650.99
Total Long-Term Liabilities	\$ 17,009.62	\$ 31,650.99
Total Liabilities	\$ 150,154.20	\$ 83,807.95
Net Assets		
Opening Bal Equity	0.00	0.00
Unrestricted Net Assets	228,963.18	228,354.10
Net Revenue	46,364.26	-520.17
Total Net Assets	\$ 275,327.44	\$ 227,833.93
TOTAL LIABILITIES AND NET ASSETS	\$ 425,481.64	\$ 311,641.88

ASSOCIATION OF FLORIDA COLLEGES			
Statement of Activity (unaudited)			
July 2024 - March 2025			
		Total	
1		Jul 2024 - Mar 2025	Jul 2023 - Mar 2024
2	Revenue		
3	Dues		
4	4000 Individual Dues	1,404.52	
5	4001 Individual	103,471.48	98,941.10
6	Total 4000 Individual Dues	\$ 104,876.00	\$ 98,941.10
7	4010 Institutional Memberships	589,550.00	669,903.08
8	4011 Institutional Dues - Temporarily Restricted	13,090.88	
9	Total 4010 Institutional Memberships	\$ 602,640.88	\$ 669,903.08
10	Total Dues	\$ 707,516.88	\$ 768,844.18
11	4100 Training and Events		
12	4110 Annual Conference	1,134.00	
13	4111 Event Registration Revenue	6,675.00	
14	4112 Sponsorships & Exhibitors	23,350.00	
15	Total 4110 Annual Conference	\$ 31,159.00	\$ 0.00
16	4120 Professional Development & Symposiums Revenue	526.00	
17	4121 Registration	82.23	
18	Total 4120 Professional Development & Symposiums	\$ 608.23	\$ 0.00
19	4140 Regions & Chapters - Revenue	200.00	
20	4141 Event Registration Revenue	3,297.38	
21	Total 4140 Regions & Chapters - Revenue	\$ 3,497.38	\$ 0.00
22	4150 Learning Communities & Commissions		
23	4154 Other Revenue/Reimbursement	5,610.00	
24	Total 4150 Learning Communities & Commissions	\$ 5,610.00	\$ 0.00
25	Total 4100 Training and Events	\$ 40,874.61	\$ 0.00
26	4200 Leadership and Certificate Programs		
27	4210 Certified College Professional		800.00
28	Total 4200 Leadership and Certificate Programs	\$ 0.00	\$ 800.00
29	4400 COP and Council Related Activities		
30	4410 COP Events	10,334.64	454.92
31	4420 Joint Councils	2,594.69	
32	Total 4400 COP and Council Related Activities	\$ 12,929.33	\$ 454.92
33	4600 Research and Grants		
34	4603 Research Revenue	179,193.00	
35	Total 4600 Research and Grants	\$ 179,193.00	\$ 0.00
36	4700 Communications and Marketing Activities	660.00	

37	4710 Building & Leases		
38	4711 Rental Income-Building		31,326.25
39	Total 4710 Building & Leases	\$ 0.00	\$ 31,326.25
40	4900 Miscellaneous Income		
41	4901 Interest Income	50.63	69.49
42	4902 Miscellaneous Income	250.00	0.60
43	4904 Refunds/Allowances	1,085.98	800.00
44	Total 4900 Miscellaneous Income	\$ 1,386.61	\$ 870.09
45	Revenue		
46	4013 Afflilate Membership (deleted)		1,000.00
47	4021 Leadership Workshop reg. (deleted)		2,157.50
48	4023 Campus Safety Symposium (deleted)		3,385.87
49	4024 Commission & Councils Cust Acct (deleted)		-28,811.08
50	4025 Annual Conference Reg. (deleted)		52,591.73
51	4026 Annual Conference- Exhib./Spon. (deleted)	0.00	35,563.52
52	4028 Trustee Legislative Conf Reg. (deleted)		2,063.00
53	4035 Service Project Donations (deleted)		50.00
54	4041 Re-imb FCSAA Telephone (deleted)		125.52
55	4049 Other Reimbursements (deleted)		310.80
56	4059 Credits (deleted)		1,230.18
57	4072 Alumni Awards (deleted)		1,250.00
58	COP-Policy & Advocacy Comm Rev		210,125.88
59	Total Revenue	\$ 0.00	\$ 281,042.92
60	Services	12,555.00	150.00
61	Unapplied Cash Payment Income	-32,400.00	
62	Total Revenue	\$ 922,715.43	\$ 1,083,488.36
63	Gross Profit	\$ 922,715.43	\$ 1,083,488.36
64			
65	Expenditures		
66	5000 Membership Recruitment & Retention		
67	5004 Membership Database/Lists	16,297.42	
68	5006 Recruitment Travel & Related Expenses	1,628.67	
69	5007 Other Expenses	292.47	
70	Total 5000 Membership Recruitment & Retention	\$ 18,218.56	\$ 0.00
71	5100 Training & Events		
72	5110 Annual Conference		
73	5112 Sponsor or Exhibitor Related Expenses		1,550.00
74	5113 AV	76,132.32	32,224.25
75	5114 Food & Beverage	143,680.14	
76	5115 Speaker Fees, Travel & Expenses	5,309.79	
77	5116 Staff Travel & Expenses	5,377.67	
78	5117 Other Hotel/Lodging Expenses	30,574.55	
79	5119 Marketing & Promotion	6,178.85	
80	5120 Printing & Signage	397.11	
81	5122 Awards and Recognitions	3,236.54	7,250.38

82	5127 Supplies	3,557.45	
83	5129 Exemplary Practice Matching Fd		1,775.00
84	5130 LeRoy Collins Awards Expenses		3,089.13
85	5131 Contracted Services - Meeting Planner/Other	5,894.00	4,012.05
86	Total 5110 Annual Conference	\$ 280,338.42	\$ 49,900.81
87	5200 Professional Development & Symposiums Expenses		
88	5204 Food & Beverage	6,248.44	
89	5205 Speaker Fees, Travel & Expenses	17.99	
90	5206 Staff Travel & Expenses	2,380.81	
91	5209 Printing & Signage	658.98	
92	5211 Awards and Recognitions	1,000.00	
93	Total 5200 Professional Development & Symposiums Expenses	\$ 10,306.22	\$ 0.00
94	5300 Webinars		
95	5305 Marketing & Promotion	39.93	
96	Total 5300 Webinars	\$ 39.93	\$ 0.00
97	5400 Regions & Chapters - Expenses		
98	5404 Food & Beverage	190.00	
99	5406 Staff Travel & Expenses	337.42	
100	5414 Other Expenses	40.00	
101	Total 5400 Regions & Chapters - Expenses	\$ 567.42	\$ 0.00
102	5500 Learning Communities & Commissions		
103	5503 Food & Beverage	2,581.17	
104	5512 Supplies	139.64	
105	5513 Other Expenses	1,000.00	
106	Total 5500 Learning Communities & Commissions	\$ 3,720.81	\$ 0.00
107	8500 Legislative Fly In	756.82	
108	8501 Meeting Room Rental	475.00	
109	8503 Food & Beverage	4,608.17	
110	8508 Printing & Signage	524.14	
111	8513 Other Expenses	132.00	
112	Total 8500 Legislative Fly In	\$ 6,496.13	\$ 0.00
113	Total 5100 Training & Events	\$ 301,468.93	\$ 49,900.81
114	5600 Leadership & Certificate Programs		
115	5601 Certified College Professional		3,829.52
116	5602 FCPC Expenses	12.50	
117	Total 5601 Certified College Professional	\$ 12.50	\$ 3,829.52
118	Total 5600 Leadership & Certificate Programs	\$ 12.50	\$ 3,829.52
119	5700 Communications & Marketing Activities		
120	5702 Website & App Related Expenses	5,846.59	
121	5704 Advertising & Branding Activities		155.68
122	5705 Media & PR Activity	817.88	
123	5707 Contracted Services	12,985.00	

124	5708 Other Expenses	200.00	
125	Total 5700 Communications & Marketing Activities	\$ 19,849.47	\$ 155.68
126	5905 Payroll Expenses-1 (deleted)		
127	5964 Taxes (deleted)	0.00	20,157.86
128	Total 5905 Payroll Expenses-1 (deleted)	\$ 0.00	\$ 20,157.86
129	6000 Board & Leadership Related Expenses		
130	6010 President - Travel & Related Expenses	265.72	5,706.33
131	6050 Board, Exec Comm, & Committee Meetings		
132	6053 Food & Beverage	8,723.06	
133	Total 6050 Board, Exec Comm, & Committee Meetings	\$ 8,723.06	\$ 0.00
134	6100 Leadership Retreat		
135	6104 Staff Travel & Expenses	602.60	21,137.34
136	Total 6100 Leadership Retreat	\$ 602.60	\$ 21,137.34
137	6200 Regions & Chapters expenses (non-event related)		
138	6203 Travel & Related Expenses	827.79	
139	Total 6200 Regions & Chapters expenses (non-event related)	\$ 827.79	\$ 0.00
140	Total 6000 Board & Leadership Related Expenses	\$ 10,419.17	\$ 26,843.67
141	6000 Current Expenses (deleted)		
142	6449 Contracted Services- Other (deleted)		9,844.20
143	6526 Annual Conference Event and Meeting Expense (deleted)		110,359.96
144	6527 Campus Safety Event and Meeting Expense (deleted)		434.37
145	6528 BOD Meetings Event and Meeting Expense (deleted)		13,287.34
146	6529 Leadership Event and Meeting Expense (deleted)		2,788.77
147	6963 Melio Service Fees (deleted)		6.68
148	8600 Commission/Region Expenses (deleted)		4,028.95
149	Total 6000 Current Expenses (deleted)	\$ 0.00	\$ 140,750.27
150	6300 Commission/Learning Community Expenses	1,250.00	
151	6600 Foundation Related Activities Expense	1,010.25	
152	6602 Fundraising Expenses	191.00	
153	Total 6600 Foundation Related Activities Expense	\$ 1,201.25	\$ 0.00
154	6700 Research & Grants		
155	6703 Grant Fulfillment Related Expenses	95,000.00	
156	6706 Travel & Related Expenses	5,714.66	
157	6708 Other Expenses	5,325.00	
158	Total 6703 Grant Fulfillment Related Expenses	\$ 106,039.66	\$ 0.00
159	Total 6700 Research & Grants	\$ 106,039.66	\$ 0.00

160	7000 COP & Council Related Activities		
161	7010 COP Meeting Expenses	15,587.32	
162	7011 COP Marketing Expenses	88,345.56	94,730.15
163	7012 Staff Travel & Expenses	2,313.97	
164	7013 Awards & Recognitions	159.00	
165	7014 Council's Meeting Expenses	8,407.33	11,013.20
166	Total 7000 COP & Council Related Activities	\$ 114,813.18	\$ 105,743.35
167	8000 Advocacy & Representation		
168	8030 Lobbyist Reg Fees	390.00	195.00
169	8040 Lobbyist Retainer & Expenses	45,580.85	60,225.00
170	8050 State Advocacy & Representation Activities	491.94	
171	8060 National Advocacy & Representation Activities	1,235.00	
172	8080 Partnership Development	1,799.98	
173	8090 Other Advocacy Related Expenses	591.31	
174	Total 8000 Advocacy & Representation	\$ 50,089.08	\$ 60,420.00
175	9000 Office & Overhead Expenses		
176	9001 Professional Fees - Accounting & Bookkeeping	9,650.00	18,858.75
177	9002 Professional Fees - Audit		6,000.00
178	9003 Professional Fees - Legal	275.00	4,317.50
179	9004 General Consulting - Other	339.00	
180	9005 Licenses & Fees	5,474.07	20,042.77
181	9006 Insurance	10,611.98	2,247.01
182	9007 Taxes-Property		502.07
183	9020 Building/Office	776.09	
184	9021 Rent & Overhead	1,054.35	
185	9022 Sales Taxes - On Leases/Other		1,458.34
186	9023 Build. Repairs & Maintenance	3,305.00	8,620.81
187	Building Materials & Supplies (deleted)		107.97
188	Total 9020 Building/Office	\$ 5,135.44	\$ 10,187.12
189	9030 Utilities	2,172.69	16,830.67
190	9050 Parking - Leased Spaces	82.90	
191	9060 Janitorial Services	1,520.00	1,080.00
192	9070 Furniture & Equipment	49,716.12	
193	9080 Office Equipment	5,619.08	1,010.09
194	9090 Office Technology	3,363.54	14,564.10
195	9091 Software	6,716.60	
196	9092 Hardware	2,844.35	
197	Total 9090 Office Technology	\$ 12,924.49	\$ 14,564.10
198	9100 Maintenance Contracts		1,284.78
199	9110 Telephone	1,436.13	3,687.81
200	9111 Phones & Service	1,125.72	
201	Total 9110 Telephone	\$ 2,561.85	\$ 3,687.81
202	9120 Printing	1,483.64	2,627.21
203	9130 Postage and Shipping	596.37	715.85

204	9140 Memberships & Subscriptions	1,397.68	-6,078.18
205	9150 Staff Development	-247.55	2,200.00
206	9160 Office Supplies	3,189.10	2,541.37
207	9180 Gifts, Flowers, Etc.	87.12	
208	Total 9000 Office & Overhead Expenses	\$ 112,588.98	\$ 102,618.92
209	9500 Staffing		
210	9501 Salary	235,170.78	
211	9502 Wages - Full Time Staff	47,517.28	258,565.82
212	9505 Termination Payouts (deleted-1)	0.00	
213	Total 9501 Salary	\$ 282,688.06	\$ 258,565.82
214	9510 Benefits		
215	9512 Retirement Benefits	22,844.40	14,581.24
216	9513 Health Insurance	20,726.23	30,282.65
217	9515 Life Insurance	8,094.97	2,634.10
218	9516 Disability Insurance	2,184.05	752.87
219	Total 9510 Benefits	\$ 53,849.65	\$ 48,250.86
220	9520 Workers' Compensation	332.00	487.00
221	9540 Payroll Taxes	21,561.92	
222	9560 Payroll Expenses	608.00	
223	9570 Payroll Processing Fees (deleted)	1,006.63	4,426.09
224	Total 9500 Staffing	\$ 360,046.26	\$ 311,729.77
225	9900 Miscellaneous	-28.19	
226	9901 Interest on Debt	2,507.93	
227	9902 Bank Charges	1,642.39	
228	9903 Bad Debt Expense		259,130.73
229	9905 Other Expenses	4,169.87	58.75
230	Fraud Expense		2,895.32
231	Total 9900 Miscellaneous	\$ 8,292.00	\$ 262,084.80
232	Payroll Expenses		
233	9550 Taxes	1,117.54	
234	Total Payroll Expenses	\$ 1,117.54	\$ 0.00
235	QuickBooks Payments Fees	1,362.09	
236	Unapplied Cash Bill Payment Expense		-226.12
237	Total Expenditures	\$ 1,106,768.67	\$ 1,084,008.53
238	Net Operating Revenue	-\$ 184,053.24	-\$ 520.17
239	Other Revenue		
240	Credit Card Rewards (deleted)	336.89	
241	Donations from AFC Foundation	230,080.61	
242	Total Other Revenue	\$ 230,417.50	\$ 0.00
243	Net Other Revenue	\$ 230,417.50	\$ 0.00
244	Net Revenue	\$ 46,364.26	-\$ 520.17