

VALENCIA COLLEGE

Continuing Services Agreement for Student Banking Services

ITN 2018-19

This agreement (hereinafter referred to as the "Agreement" or "Contract") is made between The District Board of Trustees of Valencia College, Florida, a political subdivision of the state of Florida (hereinafter referred to as "Valencia" or "College") and CFE Federal Credit Union located at 1000 Primera Boulevard, Lake Mary, FL 32746 (hereinafter referred to as the "Firm"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Valencia issued an Invitation to Negotiate (hereinafter referred to as the "ITN" and Firm was selected as the most qualified, and;

WHEREAS, Valencia wishes to contract with Firm to provide Student Banking Services (hereinafter referred to as the "Services" or "Project") for the College, and;

WHEREAS, Valencia and Firm have caused to be made a part hereto, the following documents. To the extent these documents conflict with one another they shall take precedence in the order listed below:

- This Agreement
- Exhibit A: Scope of Work
- Exhibit B: Price / Compensation Form
- Exhibit C: ITN Document; and
- Exhibit D: Firm's response and to ITN dated January 8, 2018 and February 6, 2018

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

1. **SCOPE OF WORK**

Firm will provide Student Banking services to Valencia, **per the Scope of Services, attached as Exhibit A**. Firm warrants that it has, and agrees to perform all services with, the professional skills, expertise, and abilities necessary to effectuate the work contemplated by this Agreement, and will perform its obligations under this Agreement in a manner consistent with other firms performing similar services in Firm's industry at the highest level. Firm represents that it has and will maintain, throughout the term of this Agreement, all appropriate licenses, accreditations, approvals, insurance coverage, and other requirements of federal, state, and local laws, rules, regulations, and ordinances applicable to Firm's operation. Should Valencia wish to engage Firm to provide any services

not listed below, a detailed, written addendum to this Agreement shall be executed describing the additional services and any additional protections or conditions applicable.

Some Deliverables enumerated on Exhibit A, including, but not limited to the placement of ATMs on College's campuses and the installation/operations of a Micro-Branch, will require additional documentation that the parties will negotiate and execute at a later date.

2. **CONTRACT TERM**

This Agreement shall commence effective upon execution by the last of the Parties to provide a signature and shall extend for a period of five (5) years from that date. This Agreement may be renewed for an additional one (1) five (5) year period upon mutual written consent between the parties.

3. **PRICING**

Pricing applicable to this Agreement is provided in Exhibit B attached hereto, which is fully incorporated by reference as if fully set forth herein. Pricing for work performed that is not covered by Exhibit B shall be negotiated by the parties prior to the start of the work. In no instance shall the Firm perform work for Valencia without the parties' prior agreement regarding price and in no instance shall Firm be prepaid for any work pursuant to this Agreement.

4. **TERMINATION**

The Firm will serve at the will and pleasure of the College. Either party may cancel the Contract for any reason with One Hundred Twenty (120) days advanced written notice. However, if at any time in the College's sole discretion, the College may terminate for convenience effective immediately should it become aware of any information that a reasonable person would believe negatively affects the reputation of Firm and/or College due to its association with Firm. This termination for convenience may apply to specific tasks or work (if applicable) or to the Contract in whole.

In the event of termination for any reason, the winding up of specific Deliverables, including but not limited to the placement of ATMs and the installation/operation of a Micro-Branch, shall be conducted according to procedures and timelines agreed upon by both parties in subsequent agreements, addenda, or documents or as agreed upon at the time of termination.

In the event of termination by either party, the Firm will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the Firm shall comply with the directives of the College regarding stoppage of work, the termination and settlement of work in progress or work that has been stopped, and the transfer of work in progress, terminated work, and other materials. Upon either party's receipt of a notice of termination for any reason, that receiving party shall continue to work in good faith to honor all Deliverables relating to benefits for accounts and account holders for the period this Agreement is still in effect. After termination or expiration is effective, neither party shall have any obligation to the other party pursuant to this Agreement. However, any agreements between the parties that are separate and apart from this Agreement may continue to be honored and, if so, will be governed by the terms of those separate agreements.

If this Agreement is terminated by either party for any reason, Firm shall be entitled to a prorated refund of all "annual partnership allowance" funds (as addressed in Exhibit "B") that have been previously paid to the College and are applicable to the fiscal year in which the termination is effective, calculated from the termination date through the following June 30th. No funds from prior fiscal years shall be subject to return.

5. STANDARDS OF CONDUCT

Valencia College expects all College employees, when acting on behalf of the College, to maintain and exhibit the highest standards of professional and ethical conduct. These standards are reflected Valencia Policy 6Hx28:5-10.1, No Preferences in Procurement (<http://valenciacollege.edu/generalcounsel/policy/documents/Volume5/5-10.1-NoPreferences-in-Procurement.pdf>) and Valencia Policy 6Hx28:3E-05.2, Ethical Conduct and Performance (<http://valenciacollege.edu/generalcounsel/policy/documents/Volume3E/3E-05.2Ethical-Conduct-and-Performance.pdf>)

Firm acknowledges and understands that it is responsible for reviewing, being familiar with, and complying with these policies. Violations of these standards may be grounds for termination of this Agreement.

To avoid the appearance of breach of these standards, any gifts or other items of value (even nominal value), including discounts, offered by Firm to College or its

employees must be fully disclosed and approved in advance by the College. This includes employees not directly involved in the selection of, or those working directly with, Firm.

6. FORCE MAJEURE

In any event that the performance of any covenant(s) of this Contract shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor union labor difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reasons proven beyond their control, the Firm and Valencia shall respectively be relieved of their obligations stated in this Agreement. With the exception, however, that any funds paid by or on behalf of Valencia to Firm in advance of the Services shall be immediately repaid in full by Firm to Valencia.

7. INDEPENDENT CONTRACTOR

College and Firm acknowledge and agree that Firm is and shall be an independent contractor; that, regardless of titles and nomenclature that may be used internally or externally, neither Firm nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Firm nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Firm further acknowledges that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Firm hereunder and it shall be the exclusive responsibility of Firm to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

8. OWNERSHIP OF WORK PRODUCT

Firm shall maintain all ownership and rights in materials, logos, collateral, and other intellectual property created prior to this Agreement. To the extent that Firm uses those materials or creates derivative or customized works for College through its performance of this Agreement, such materials shall remain the property of Firm, and Firm shall provide College with a free, perpetual license to use the materials in connection with this Agreement. Firm shall use College's logo and branded items only with express written consent from the College and in accordance with College's brand standards and marketing protocols. Any and all materials, documentation, reports, spreadsheets, presentations, recommendations, research results, survey results, statistics, summaries; and any

other similar work product or information created specifically pursuant to this Agreement by cooperative effort of the parties shall be the property of Valencia, shall belong exclusively to Valencia, and are instruments of service for use only by Valencia. Neither these materials, nor the Information from which the materials may have been compiled, shall be disclosed or provided to third parties without Valencia's express written consent even after my work with Valencia has concluded. Should Valencia terminate this agreement early for any reason, and the Firm had received written approval from Valencia to create Valencia-branded marketing or other items prior to receipt of the notice of termination, then Firm shall attempt in good faith to cancel the creation, manufacturing, or printing of those items. If cancellation is impossible, Firm shall invoice Valencia for the actual cost of the items, Valencia shall pay the Firm in accordance with the invoice, and the Firm shall promptly deliver all such items to Valencia after receiving payment.

9. INSURANCE

Firm shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule, unless otherwise agreed by the parties in writing, as well as any coverage required by the laws, rules, regulations or ordinances applicable to Firm's operation. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule provided below. The College shall be included as additional named insured on each policy. The insurance shall cover the Firm's entire operations under this Agreement and shall be effective throughout the effective period of this Agreement. It is not the intent of this schedule to limit the types of insurance otherwise required by this Agreement or that the Firm may desire to obtain.

Insurance Requirements

Type of Insurance	Minimum limits of Liability
General Liability: Comprehensive Commercial General Liability	\$300,000 each occurrence \$900,000 Policy Aggregate
Automobile Liability: owned, non-owned and hired automobiles	\$300,000 per occurrence
Employee or Director Dishonesty	\$12,000,000
Worker's Compensation	Statutory Limits each accident or disease Statutory Limits aggregate

Excess Liability	\$10,000,000 Each Occurrence \$30,000,000 Policy Aggregate
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Prior to the commencement of any work in connection with this Agreement, Firm shall provide a certificate of insurance, naming the District Board of Trustees of Valencia College, Florida as additional insured and reference ITN-2018-19, to the College's procurement office for all policies identified above. In the event of any change in insurance coverage, including but not limited to cancellation of any policy, Firm shall notify College immediately and in no case more than 3 business days after becoming aware of such change.

The College shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Firm and/or sub-firm that obtained the insurance.

10. DATA SECURITY AND PROTECTION

If any sensitive, confidential information is transmitted electronically to Firm as part of the fulfillment of this Agreement, Firm agrees that any transfer of data between College and Firm or within Firm's computing environment will take place using encrypted protocols such as SSL and secure FTP. Unsecured email will not be used for the transfer of data. Firm certifies that the original data and all data backups of the College's information will be stored and maintained in an encrypted format using at least a 128 bit key when not in use. Firm will not store the College's data on publicly accessible servers, websites or other areas where the information can be accessed by non-authorized users or automated search engines.

In addition to those measures described above, Firm will use all reasonable practices and security procedures necessary to protect all electronic data that is transmitted between those parties under this Agreement by (but not limited to) electronic transmission or the physical delivery of electronically recorded data. Such protective measures shall include, but not be limited to, use of up-to-date antivirus software to guard against viruses, worms, Trojan horses or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party. Neither College nor Firm shall knowingly introduce into electronic data transmitted between them under this Agreement any virus, worm, Trojan horse or other malware that may permit unauthorized access

to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party.

Firm will notify College immediately upon discovery (but in every case less than 24 hours after discovery) if there is or has been any unauthorized access to College's data or if the possibility of unauthorized access to College's data has been discovered, even if such conditions have been corrected and remedied by Firm.

Should the Firm provide any nonpublic information regarding its members or the Firm to Valencia, Valencia agrees to keep such information confidential and not use the information for any purpose other than the evaluation of this Agreement and any related transactions. To the extent applicable, Valencia will comply with the terms of the Gramm-Leach-Bliley Act and NCUA Regulations Part 716 and 748, the Federal Credit Reporting Act, the Fair Accountability and Credit Transaction Act and any applicable state privacy laws (collectively the "Privacy Laws") with respect to any of the Firm's members' nonpublic personal information that is provided to Valencia. Valencia will protect the Firm's and its members' confidential information with policies and procedures at least equal to those that protect Valencia's own confidential information. Valencia will permit the Firm to audit its policies and procedures regarding the protection of the Firm's and its members' information. Valencia will notify the Firm immediately upon suspicion of or knowledge of an unauthorized disclosure of Valencia's confidential information so that remedial action may be taken.

11. CONFIDENTIAL STUDENT EDUCATION RECORDS

The parties acknowledge that certain records related to students may be transmitted or disclosed to Firm pursuant to this Agreement. The parties acknowledge that such records are confidential and protected by the Family Educational Rights and Privacy Act ("FERPA") and that, to the extent they are, this Agreement is subject to the provisions of 20 U.S.C. §1232g(a)(4)(A-B). For purposes of this Agreement, "Covered Education Records" means any and all paper and electronic data, in whatever form, that personally identifies any student or students. This specifically includes, but is not limited to, lists compiled by Valencia that include demographic information about students and prospective students. It is the intent of the parties to interpret Covered Education Records as broadly as possible, and to ensure the protection of any and all data transferred to Firm by College. Should Firm be unsure about the status of any data as Covered Education Records, Firm shall assume that such data are Covered Education Records until advised otherwise by College.

Firm agrees that, to the extent Covered Education Records are disclosed between Valencia and Firm in facilitating this Agreement, such Records will only be used as permitted or required by this Agreement, as required by law, or as otherwise authorized by Valencia. Only those employees of Firm to whom disclosure is necessary to carry out the provisions of this Agreement shall be given access to the Covered Education Records. Firm agrees to develop, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality of Covered Education Records transmitted and maintained, and Valencia shall have the right, in its sole discretion, to approve of such measures prior to their implementation. This may include, but is in no way limited to, the measures identified in Section 9 herein, and includes Records transmitted and maintained in hard copy, electronically or otherwise.

Firm's obligations as described in the preceding paragraph shall continue indefinitely until the College advises otherwise or the Firm appropriately disposes of or returns its Covered Education Records, and shall continue even with regard to data or Covered Education Records related to "inactive leads," as the parties understand that term. The fact that Firm is no longer communicating with a prospective student does not alleviate it of its obligations under this Agreement and specifically under this Section.

Firm specifically agrees not to subcontract any portion of the work described herein without Valencia's prior express written consent. If and when consent has been obtained, Firm will ensure, through its written subcontract, that any subcontractor is required to carry out the obligations of this section in full, and Firm will indemnify and hold Valencia harmless from any claims, losses, injuries, or damage that result from the subcontractor's failure to do so or from Firm's failure to supervise the subcontractor in this regard.

If Firm discovers an unauthorized disclosure of any portion of the Covered Education Records, Firm shall notify Valencia of such disclosure immediately upon discovery (but in no case more than 24 hours from discovery), and shall provide, in writing, the following information: (i) the nature of the disclosure; (ii) what, precisely, was disclosed; (iii) who made the disclosure and through what means; and (iv) what measures are being taken to mitigate the effects of the disclosure and to ensure that no further disclosures are made. In the event Valencia determines, in good faith and in its sole discretion, that an unauthorized disclosure has occurred, Valencia shall have the right to terminate this Agreement immediately and to pursue any remedies available to it. If the Family Policy Compliance Office determines that the disclosure was improper, Valencia may not allow Firm access to Covered Education Records for a period of five (5) years.

Upon the termination, cancellation, expiration, or other conclusion of this Agreement, Firm shall return all Covered Education Records to Valencia, including any copies thereof, or, if return is not practicable, shall destroy the Covered Education Records in a manner that maintains their confidential status and shall provide a certificate to Valencia confirming the date of destruction.

Firm agrees to indemnify and hold Valencia harmless from any claims, losses, injuries, or damage whatsoever resulting from its failure to meet the obligations described in this section, including a failure to reasonably discover an unauthorized disclosure or to notify Valencia of a disclosure according to the requirements set forth herein. This indemnification may in addition to other indemnification and/or penalties provided for by this Agreement and shall survive the termination of this Agreement by whatever means.

12. CERTIFICATION OF NONDISCLOSURE

The Firm acknowledges and recognizes that the College is a political subdivision of the State of Florida and is subject to Florida's broad public records laws, found in Florida Statutes Chapter 119 and other applicable law. Many of the records created during the performance of this Agreement may be subject to disclosure upon request. Should Firm desire to protect any records from disclosure, firm shall identify such records as confidential or exempt at the time they are provided to College and College will notify Firm if those records are requested and give Firm an opportunity to challenge the disclosure. The Firm agrees to keep private any and all internal operational information College identifies as proprietary, trade secret information, or otherwise confidential or exempt and agrees not to disclose it to any third party without Valencia's express, written consent prior to disclosure. In addition, the Firm shall use the utmost discretion in obtaining, recording, and storing the information while working as a contractor.

13. INDEMNIFICATION

Firm shall indemnify, defend and hold harmless Valencia and its directors, trustees, officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone arising solely out of this Agreement, the services covered by this Agreement, or by any act or omission of Firm or any of its officers, agents, employees, subcontractors, guests, vendors, or third-party contractors. This shall include, but not be limited to, damages arising out of the transfer or maintenance of data.

Valencia shall indemnify, defend and hold harmless, subject to the limits of Section 768.28 of the Florida Statutes and any other applicable laws, the Firm and its directors, trustees, officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone arising solely out of breach of this agreement by Valencia or any of its officers, agents, employees, subcontractors, guests, vendors, or third-party contractors. This shall include, but not be limited to, damages related to the College's failure to properly protect nonpublic information. Nothing herein shall be construed as a waiver of Valencia's sovereign immunity or any other claims or defense available under the law.

14. ATTORNEYS FEES AND COSTS

In connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs (including all costs, expenses, and reasonable attorney, expert witness and paralegal fees) incurred in connection with such suit or action, and for any and all appeals referable thereto.

15. NON-EXCLUSIVITY

The Firm recognizes that the College has relationships with other financial institutions pursuant to separate agreements. For example, without limitation, Valencia students will be allowed to elect electronic refunds from other financial institutions with whom they may choose to conduct their personal finances. The parties agree, however, that Firm will be marketed and considered as the college's "Preferred" Banking Partner by both parties. Valencia shall not refer to any other financial institution using the term "preferred" or any similar phrase. Nevertheless, nothing herein shall prohibit the College from utilizing the financial institutions of its choice when doing the business of the College.

16. NOTICES

All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by electronic mail transmission if an e-mail address is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:

Valencia College

Name: Jeffrey Filko
Department: Auxiliary Services
Address: P.O. Box 3028
Orlando, FL 32802-3028
E-mail: jfilko@valenciacollege.edu
Phone: 407-582-1709
Additional Copies to: Candice Mountz
Director of Contracts & Records
cmountz@valenciacollege.edu

Paul Rooney
Assistant Vice President of Operations
prooney@valenciacollege.edu

Yaremis Fullana
Managing Director, Procurement
valenciaprocurement@valenciacollege.edu

CFE Federal Credit Union

Name: Kevin Miller
Title: President and CEO
Address: 1000 Primera Boulevard
Lake Mary, FL 32746
E-mail: kmiller@mycfe.com
Phone: 407-896-9411 ext. 2400

- The following representatives' names shall be added to CFE's side for "Additional Copies To":
 - Samuel Nelson
Chief Administrative Officer/General Counsel
SNelson@mycfe.com
 - Linh Dang
Chief Development Officer
LDang@mycfe.com
 - Katie Thomason
Vice President of Community Engagement & Partnerships
KThomason@mycfe.com

17. LEGAL AUTHORITY

Firm warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Contract and bind itself to its terms.

18. NON-ASSIGNMENT

Firm shall not assign or subcontract any of its obligations under this Contract without the advance written consent of Valencia. Any unauthorized assignment shall be void at Valencia's election. Valencia shall have the right, but not the

obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Firm's assignment in violation of this section.

19. BINDING EFFECT

This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties. The parties acknowledge that no consent required from College under this Agreement shall be binding unless such consent is delivered under the signature of Loren Bender, VP Business Operations and Finance or his designee.

20. AMENDMENT

No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the Parties

21. WAIVER

The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

22. SEVERABILITY

In the event any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

23. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be interpreted and enforced under the laws of the state of Florida. Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

24. **LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, AND LICENSES**

The Firm shall observe and obey all the laws, ordinances, rules, regulations, and policies of the College and the federal and state governments which may be applicable to the Firm's operation while performing work on behalf of Valencia, and shall, at the sole cost of the Firm, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

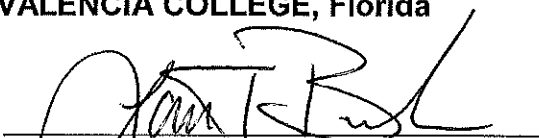
25. **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Parties, and supersedes any previous contracts, understanding, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Contract.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

**The District Board of Trustees of
VALENCIA COLLEGE, Florida**


Name: Loren Bender

Title: Vice President, Business Operations & Finance

Date: 9-10-18

CFE Federal Credit Union


Name: Kevin Miller

Title: President & CEO

Date: 8/30/18

EXHIBIT A
SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES

The Firm will provide banking services to students, faculty, and staff on a College-wide basis in accordance with the terms and conditions and scope of work contained in this Agreement.

The Firm shall coordinate with the Director of Auxiliary Services or designee prior to delivering services specified herein. College will provide guidance about preferences for the nature and timing of delivery based on the college calendar, operational priorities, financial aid procedures, and other matters relevant to the deliverables.

DELIVERABLES:

1. The Contractor shall provide the following services and deliverables:

Services and Deliverables for Students, Faculty, and Staff

- College accounts offered for the benefit of students, faculty, and staff
- Educational Presentations including, but not limited to:
 - Financial Literacy
 - Identity Theft
 - Car / Home Ownership
- Free online/web-based banking
- Free online bill-pay services
- VISA or MASTERCARD debit card featuring a branded design as mutually agreed upon
- Non-predatory lending
- Free mobile banking app
- Provide Valencia's Career Center with regular, up-to-date listings of open employment and internship opportunities.
- Installation and daily operation of an exclusive student-run "Micro-Branch;" location of which will be jointly determined.
- Apple Pay
- Android/Google Pay
- Sustainable business practices
- Remote Deposit
- Non-exclusive marketing of provided banking services to the College community
- Convenient ATM locations as determined jointly by the College and CFE in high traffic and other locations as may be in the interests of the College

- Exclusive ATM provider on campuses
- Reference to the Firm as Valencia's "preferred" banking partner or financial institution in formal or official marketing materials and communications relating to this Agreement
- Participate in Partnering Support Strategies, to the extent appropriate and available which may include, but are not limited to:
 - May attend new-hire orientations for faculty and staff as available and as chosen by Firm. Valencia will work in good faith to make it possible for Firm to attend orientation events.
 - May -participate in new student orientations as available and as chosen by Firm. Valencia will work in good faith to make it possible for Firm to attend orientation events.

Firm's employees, agents and vendors attending any orientation will conduct themselves such as to avoid creating any barrier or disincentive to a student or a prospective student that would discourage her from attending the college or registering for classes and will comply with all rules and regulations of the college. No other credit union or financial institution will be able to attend new-hire orientations or new student orientations at a time or in a manner prohibited by the college for Firm.

- In addition, CFE may work in conjunction with other areas of the college, which include, but are not limited to:
 - Facilitate lunch-and-learn financial literacy events.
 - Attend large student activities, student orientations, back-to-school initiatives, and alumni events.
 - Partner with the Financial Learning Ambassadors to provide training and collaborate on financial literacy initiatives.
 - Provide banking services for international students.
 - Be involved in the annual Faculty Award and leverage the sponsorship's branding opportunities.
 - Participate in Financial Literacy Week, hosted by Financial Learning Ambassadors.
 - Provide financial literacy resources for Student Success classes.
 - Provide support to the Jeffersonian Honors Program.
 - Offer job shadowing opportunities each semester for students, table at career and internship fairs, and participate in other career readiness events, such as professional networking events.
 - Offer resources for faculty through the Office of Teaching and Learning and the Faculty Council.
 - Participate in other student- and employee-focused events throughout the year, including Welcome Back Week.

Services and Deliverables for Students

- No credit card marketing to students
- No minimum deposit money required at account opening
- Waived membership fees for students
- No minimum balance requirements for students
- No monthly maintenance fee for students
- Refund of up to four fees for using other financial institutions' ATMs per month
- Reasonable fees for international students' ATM transactions

Services and Deliverables for Faculty and Staff

- Waived minimum balance fees for faculty or staff by meeting any one of CFE's regular stipulations, provided those stipulations are as beneficial as or more beneficial as those in effect as of the effective date of this Agreement.
- Provide Valencia employees who maintain accounts with CFE with a deferred option payroll program, allowing 10-month employees to enjoy income for 12 months

Arts and Digital Media

- Partner with the School of Arts & Entertainment to provide opportunities, internships, and other forms of engagement with the department

Student Engagement

- Student Success
- Facilitate lunch and learn financial literacy events
- Attend large student activities, student orientations, and back-to-school initiatives
- Partner with Financial Learning Ambassadors to provide training and collaborate on financial literacy initiatives
- Participate in Financial Literacy Week, hosted by the Financial Learning Ambassadors
- Provide banking services for international students
- Provide financial literacy resources for Student Success classes
- Provide support to the Jeffersonian Honors Program
- Offer job shadowing opportunities each semester for students, table at career and internship fairs, and participate in other career readiness events, such as professional networking events
- Participate in other student- and employee-focused events throughout the year, including Welcome Back Week

Faculty and Staff Engagement

- Attend new-hire orientations for faculty and staff
- Be involved in the annual Faculty Award and leverage the sponsorship's branding opportunities
- Offer resources for faculty through the Office of Teaching and Learning and the Faculty Council

Alumni Engagement

- Attend and potentially sponsor alumni events

Marketing

- Leverage marketing opportunities through Valencia's various channels
- Receive promotion as a partner at Valencia's Public Safety Campus
- Receive promotion as a partner of Valencia's STEM programs
- Be considered as a potential partner for future financing opportunities

Downtown Campus

- Attend events and participate in other initiatives on the Downtown Campus as opportunities arise

The Firm will not pay any sums to the College or provide any services to the College relating to this Agreement as consideration for any opportunity to contract for the provision of any good or service to the Valencia Foundation. Conversely, the Firm will not pay any sums to the Valencia Foundation or provide any services to the Valencia Foundation relating to this Agreement as consideration for any opportunity to contract for the provision of any good or service to the College.

EXHIBIT B

ITN PRICE / COMPENSATION

1. Upon execution of this agreement, the Firm will provide a one-time signing bonus of twenty-five thousand (\$25,000.00) dollars.
2. The Firm will provide an annual partnership allowance of one hundred and twenty-five thousand (\$125,000.00) dollars for years one (1) through five (5) of this Agreement.

3. The partnership allowance is to be paid on July 1st of every year.
4. Additionally, if the parties mutually extend the Agreement, the firm will provide an annual partnership allowance of one hundred and fifty thousand (\$150,000.00) dollars for years six (6) through ten (10) of this Agreement.
5. Although the partnership allowance will not increase until year six (6), the Firm shall remain open to increasing the contribution based on pre-determined performance metrics mutually agreed upon by the Firm and College.

EXHIBIT C

ITN 2018-19

EXHIBIT D

Firm's response and to ITN dated January 8, 2018 and February 6, 2018