



Agenda  
Edison State College Financing Corporation (the "Corporation")  
Lee Campus – Board Conference Room I-228  
March 12, 2013  
4:00 p.m.

**Vote to Take Action On:**

1. Approval of Minutes Regular Meeting January 8, 2013  
(Presenter: John Noland) (Page 1)
2. Approval of Exhibit E to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the Services of an Assistant Director, Residence Life and a Residence Life Specialist  
(Presenter: Mark Lupe) (Page 4)
3. Approval of Exhibit F to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for Maintenance Technician Services (Presenter: Mark Lupe) (Page 9)
4. Approval of Exhibit G to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for Public Safety Technician Services (Presenter: Mark Lupe) (Page 13)
5. Approval of a Personal Services Agreement with the District Board of Trustees of Edison State College for Personal Services for Financial, Accounting and Legal Services (Presenter: Mark Lupe) (Page 22)
6. Adoption of the 2013-14 Budget (Presenter: Gina Doeble) (Page 29)  
(*Backup Booklet in Rear*)
7. Discussion and Approval of the Dates, Time and Location for the Regular Meeting Schedule for April 1, 2013 – March 31, 2014  
(Presenter: Gina Doeble) (Page 30)

**Board Members' Comments**

**President's Comments**

**Adjournment**



Minutes  
Edison State College Financing Corporation (the "Corporation")  
Lee Campus – Board Conference Room, I-228  
January 8, 2013  
4:00 p.m.

The Edison State College Financing Corporation met in Lee County, Florida, on January 8, 2013 at 4:05 p.m. with the meeting called to order by John Noland, Chair.

Members Present: Dr. Jeffery Allbritten, Corporation President  
John Noland, Chair  
Eddie Webb, III, Vice Chair  
David Hall, Secretary  
Mary Lee Mann  
Randall Parrish, Jr., O.D.

Members Absent: Christopher Vernon

Others Present: Gina Doeble, Treasurer  
June Hollingshead, Recorder  
Mark Lupe

Guests: Gerry Roberts, FineMark National Bank & Trust  
Nick Wychocki, FineMark National Bank & Trust

### **Report to the Board of Directors**

#### *Investment Options by FineMark Bank (Presenters: Gerry Roberts and Nick Wychocki, FineMark National Bank & Trust)*

Mr. Roberts shared a booklet showing options for the Financing Corporation's current portfolio, including an executive summary, the existing portfolio, a portfolio proposal sample, red line version of the investment policy, and revised investment policy. He reiterated investment objectives for the management of ESCFC funds which are preservation of capital, liquidity and income.

The portfolio recommendation included the following securities and characteristics:

- Final maturity and duration constraints are maintained at the current portfolio level except that Agency (GNMA, FNMA, FHLMC) mortgage-backed securities are included, which may have final maturities longer than the current policy, but have average lives within policy guidelines. The maximum exposure to Agency MBS is 20%.

- Corporate bonds are included up to a maximum of 25% and include securities with ratings of 'A' or higher.
- Taxable municipal bonds are included up to a maximum of 25% with ratings of 'AA' or higher.
- Agency and agency MBS exposure will be maintained at a minimum of 50% of the portfolio.

Following the presentation, Mr. Roberts and Mr. Wychocki answered questions regarding risk level and risk of default.

MOTION by David Hall, seconded by Eddie Webb, to approve changes in the Investment Strategy Statement for the Edison State College Financing Corporation, as presented. Approved unanimously.

**Vote to Take Action On:**

Agenda Item #1. Approval of Minutes Regular Meeting September 11, 2012 (Presenter: John Noland) (Page 1)

MOTION by David Hall, seconded by Mary Lee Mann, to approve the minutes of the regular meeting September 11, 2012, as presented. Approved unanimously

Agenda Item #2. Approval of a New Exhibit C to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the Services of Two Housing Maintenance Technicians (Presenter: Mark Lupe) (Page 4)

MOTION by David Hall, seconded by Eddie Webb, to approve a new Exhibit C to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the services of two Housing Maintenance Technicians, as presented, with corrections to salary calculations on pages 2 and 3 of Exhibit C as noted. Approved unanimously.

Agenda Item #3. Approval of a New Exhibit D to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the Services of Four Public Safety Technicians (Presenter: Mark Lupe) (Page 9)

MOTION by Randy Parrish, seconded by Mary Lee Mann, to approve a new Exhibit D to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the services of four Public Safety Technicians, as presented, with corrections to salary calculations on pages 2 and 3 of Exhibit D as noted. Approved unanimously.

**Information Only:**

Agenda Item #4. Edison State College Financing Corporation – FY 2013 3<sup>rd</sup> Quarter Financial Report (Presenter: Gina Doeble) (Page 19)

Mrs. Doeble presented the Edison State College Financing Corporation FY 2013 3<sup>rd</sup> Quarter Financial Report for information only.

**Board Members' and President's Comments**

- Mrs. Mann discussed tickets for housing students to attend community concerts.
- Dr. Allbritten commented on the need to build an infrastructure of activities for housing students, to have staffers with activity-related experience, and the possibility of a recreation center.
- Dr. Allbritten also discussed his desire to recruit international students.

Adjournment – The meeting was adjourned at 5:20 p.m.

\_\_\_\_\_  
Dr. Jeffery S. Allbritten  
Corporate President  
Board of Directors

\_\_\_\_\_  
John Noland, Chair  
Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

AGENDA ITEM: 2

**Approval of Exhibit E to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the services of an Assistant Director, Residence Life and a Residence Life Specialist**

RECOMMENDATION:

**It is recommended that the Board of Directors Approve Exhibit E to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the services of an Assistant Director, Residence Life and a Residence Life Specialist.**


STAFF ANALYSIS:

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. Effective January 1, 2012, the College and the Financing Corporation entered into a Master Personnel Services Agreement as well an agreement for the services of an Assistant Director, Residential Life and a Residence Life Specialist. The agreement for the services of an Assistant Director, Residential Life and a Residence Life Specialist is now expiring and it recommended that it be renewed pursuant the terms of the attached Exhibit E.

It is recommended that Board of Directors approve Exhibit E to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for the services of an Assistant Director, Residential Life and a Residence Life Specialist.

Attachment(s)

REQUESTED BY:



Corporation Treasurer

APPROVED FOR AGENDA BY:



Corporation President

Exhibit E

This Exhibit to the master Person Services Agreement is effective as of the 1st day of April, 2013.

**RECITALS**

**WHEREAS**, on July 11, 2011 the parties entered into a the Master Personal Services Agreement which was effective on January 1, 2012 for a four year term;

**WHEREAS**, the Master Personal Services Agreement contemplates that the nature of Personal Services provided by the College to the Financing Corporation will change over time and that additional or different services may be needed from time to time;

**WHEREAS**, the Master Personal Services Agreement contemplates that in order to provide for new or additional services that the College and the Financing Corporation will execute an exhibit describing the nature of the Personal Services to be provided by the College, the compensation to be paid by the Financing Corporation to the College for such Personal Services and the time period during which the Personal Services will be made available by the College to the Financing Corporation; and,

**WHEREAS**, the Master Personal Services Agreement states that each such exhibit shall be attached to and upon execution become a part of the Master Personal Services incorporating the terms thereof.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1.0 TERM**

The term of this Exhibit to the Master Personal Services Agreement shall commence on the April 1, 2013 and shall expire on (indicate one)

  X   a date certain which is March 31, 2014; or,

       shall expire upon the expiration of the Master Personal Services Agreement.

## 2.0 DESCRIPTION OF PERSONAL SERVICES

The services to be provided by the College to the Financing Corporation pursuant to the terms of this Exhibit to the Master Personal Services Agreement are described as follows:

### Assistant Director, Residential Life & Residence Life Specialist

- a. Coordinates the planning and implementation of programs and activities within the residence hall.
- b. Promote activities for residents and approves materials placed on bulletin boards.
- c. Develop and conduct training programs for Resident Assistants to ensure development of quality leadership.
- d. Oversee all purchases and budgets relating to residence life.
- e. Provide general support for the recruiting, training, and supervision of student workers.
- f. Monitors employee time sheets for accuracy and submits accurate, timely information to the supervisor for approval.
- g. Develops relationships with College campus departments and organizations to serve as a referral and resource for students.
- h. Coordinate mailings to student residents, such as contracts, arrival information, cancellations, reminders and collection notices.
- i. Coordinate student resident check-in/out process for apartments, and manage appropriate paperwork.
- j. Maintain accurate and complete copies of resident documents.
- k. Maintains all documents for the Office of Residence Life such as resident floor chart rosters, publication forms, key log, rent roll, work orders, etc. Tracks all "lockouts" and processes charges for all lock changes and lost keys.
- l. Maintain an accurate key inventory, recording keys as they are signed out and returned.
- m. Assist in receiving and screening visitors as requested; answers and directs telephone calls.

- n. Type and composes routine memos and correspondence.
- o. Answer questions regarding the leasing process and conducts tours of community.
- p. Send informational packets to potential residents in a timely fashion.
- q. Collaborate with maintenance staff to report, track and maintain an accurate and complete list of maintenance requests and damages to the resident buildings. Creates, sends and tracks invoices associated with the damage, and processes payments for the charges.
- r. Participates in the preparation of monthly and annual reports for the department.

**3.0 COMPENSATION TO THE COLLEGE FOR PERSONAL SERVICES**

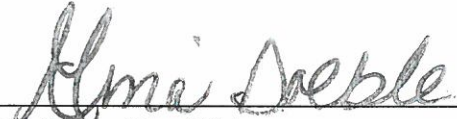
In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$95,713.34 per year which will be billed to the Financing Corporation by the College in four quarterly billings. These invoices shall be due and payable no later than thirty days thereafter. The compensation amount to be paid to the College was calculated as follows:

Title of Person(s) Providing Service	Salary Cost Allocated for Services Under The Agreement	Fringe Cost Allocated for Services Under The Agreement	Total Cost Allocated for Services Under The Agreement
Assistant Director, Residential Life	\$41,304.70	\$13,700.00	\$55,004.70
Residence Life Specialist	\$27,956.64	\$11,552.00	\$39,508.64
Cell Phone Allowance (\$600.00 x 2)			\$1200.00
		Total	\$95,713.34

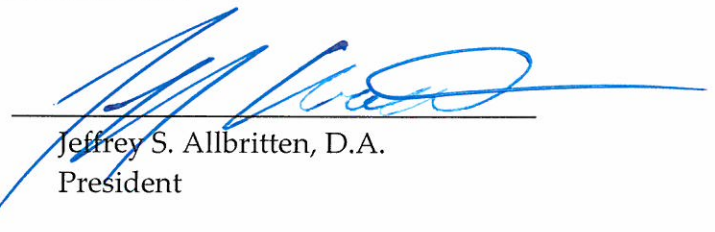
In addition to the foregoing the College will perform a reconciliation of fringe costs within thirty days after March 31, 2014 and reserves the right to submit a final bill to the Financing Corporation for any variance between the projected fringe cost stated above and the actual cost of fringe benefits. Any amount billed for the final reconciliation of fringe benefit costs will be due and payable within thirty days after the receipt of College's invoice by the ESCFC.



DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE

By:   
Gina B. Doeble, CPA  
Vice President, Administrative Services

EDISON STATE COLLEGE FINANCING  
CORPORATION

By:   
Jeffrey S. Allbritten, D.A.  
President

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

**AGENDA ITEM:** 3

**Approval of Exhibit F to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for maintenance technician services**

**RECOMMENDATION:**

**It is recommended that the Board of Directors Approve Exhibit F to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for Maintenance Technician Services**

**STAFF ANALYSIS:**

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. Effective January 1, 2012, the College and the Financing Corporation entered into a Master Personnel Services Agreement and also entered into an agreement for maintenance technician services. The agreement for maintenance technician services is now expiring and it recommended that it be renewed pursuant the terms of the attached Exhibit F.

It is recommended that Board of Directors approve the renewal of Exhibit F to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for maintenance technician services.

Attachment(s)

**REQUESTED BY:**



\_\_\_\_\_  
**Corporation Treasurer**

**APPROVED FOR AGENDA BY:**



\_\_\_\_\_  
**Corporation President**

Exhibit F

This Exhibit to the Master Personal Services Agreement is effective as of the 1st day of April, 2013.

**RECITALS**

**WHEREAS**, on July 11, 2011 the parties entered into a the Master Personal Services Agreement which was effective on January 1, 2012 for a four year term;

**WHEREAS**, the Master Personal Services Agreement contemplates that the nature of Personal Services provided by the College to the Financing Corporation will change over time and that additional or different services may be needed from time to time;

**WHEREAS**, the Master Personal Services Agreement contemplates that in order to provide for new or additional services that the College and the Financing Corporation will execute an exhibit describing the nature of the Personal Services to be provided by the College, the compensation to be paid by the Financing Corporation to the College for such Personal Services and the time period during which the Personal Services will be made available by the College to the Financing Corporation; and,

**WHEREAS**, the Master Personal Services Agreement states that each such exhibit shall be attached to and upon execution become a part of the Master Personal Services incorporating the terms thereof.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1.0 TERM**

The term of this Exhibit to the Master Personal Services Agreement shall commence on the April 1, 2013 and shall expire on (indicate one)

a date certain which is March 31, 2014; or,

shall expire upon the expiration of the Master Personal Services Agreement.

## 2.0 DESCRIPTION OF PERSONAL SERVICES

The services to be provided by the College to the Financing Corporation pursuant to the terms of this Exhibit to the Master Personal Services Agreement are described as follows:

### Maintenance Technicians Services to Include:


- a. Maintains building interior and exterior.
- b. Inspects and maintains pumps.
- c. Inspects and maintains all building HVAC equipment.
- d. Performs all building preventive maintenance to systems and interior of buildings and units.
- e. Assist with installation of all mechanical systems.
- f. Repairs all doors and windows as needed.
- g. Installs and maintains all drywall and wall finishes.
- h. Installs and maintains all flooring and patches and paints as needed.
- i. Installs and maintains appliances i.e. microwaves, refrigerators, ice-makers, washers and dryers and cook stoves.
- j. Repairs all furniture as needed.
- k. Operates and maintains all equipment in the maintenance of the infrastructure.
- l. Assists with deliveries and oversees the activities of all outside contractors.
- m. Operates and maintains the energy-management system to the building tied to temperature control and lighting.
- n. Assists all utility companies in the reading and collection of meters.
- o. Completes and follows all work orders from manager and residence staff.
- p. Assists residents as needed with moving and setting up furniture in assigned units.
- q. Maintains all equipment and tools assigned to housing.
- r. Maintains outside lighting systems, chillers, storage pods, and assist grounds personnel as needed.
- s. Completes weekly and monthly inspections to all building common spaces, mechanical and electrical rooms, I.t. closets and assist R.A. as needed in their inspections.
- t. Maintain 24/7 coverage of all building systems and structure.

## 3.0 COMPENSATION TO THE COLLEGE FOR PERSONAL SERVICES

In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$20,000.00 which will be billed to the Financing Corporation by the College. These invoices shall be due and payable no later than thirty days after submission.



**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By:   
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By:   
Jeffrey S. Allbritten, D.A.  
President

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

AGENDA ITEM: 4

**Approval of Exhibit G to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for public safety technician services**

RECOMMENDATION:

**It is recommended that the Board of Directors Approve Exhibit G to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for Public Safety Technician Services**

STAFF ANALYSIS:

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. Effective January 1, 2012, the College and the Financing Corporation entered into a Master Personnel Services Agreement and the parties also entered into an agreement for public safety technician services. The agreement for public safety technician services is now expiring and it recommended that it be renewed pursuant the terms of the attached Exhibit G.

It is recommended that Board of Directors approve the renewal of Exhibit G to the Master Personal Services Agreement with the District Board of Trustees of Edison State College for maintenance technician services.

Attachment(s)

REQUESTED BY:



Corporation Treasurer

APPROVED FOR AGENDA BY:



Corporation President

Exhibit G

This Exhibit to the Master Personal Services Agreement is effective as of the 1st day of April, 2013.

**RECITALS**

**WHEREAS**, on July 11, 2011 the parties entered into a the Master Personal Services Agreement which was effective on January 1, 2012 for a four year term;

**WHEREAS**, the Master Personal Services Agreement contemplates that the nature of Personal Services provided by the College to the Financing Corporation will change over time and that additional or different services may be needed from time to time;

**WHEREAS**, the Master Personal Services Agreement contemplates that in order to provide for new or additional services that the College and the Financing Corporation will execute an exhibit describing the nature of the Personal Services to be provided by the College, the compensation to be paid by the Financing Corporation to the College for such Personal Services and the time period during which the Personal Services will be made available by the College to the Financing Corporation; and,

**WHEREAS**, the Master Personal Services Agreement states that each such exhibit shall be attached to and upon execution become a part of the Master Personal Services incorporating the terms thereof.

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**1.0 TERM**

The term of this Exhibit to the Master Personal Services Agreement shall commence on the April 1, 2013 and shall expire on (indicate one)

a date certain which is March 31, 2014; or,

shall expire upon the expiration of the Master Personal Services Agreement.

## 2.0 DESCRIPTION OF PERSONAL SERVICES

The services to be provided by the College to the Financing Corporation pursuant to the terms of this Exhibit to the Master Personal Services Agreement are described as follows:

### Public Safety Technician Services to Include:

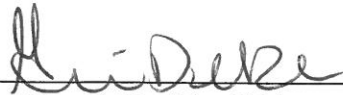
- I. Primary Duty:
  - a. Implement and enforce the attached *Residence Hall Public Safety Procedures*.
- II. Additional Duties with respect to the Residence Hall and surrounding areas:
  - a. Conducts regular foot and vehicle patrols for assigned area(s) to ensure environment is safe for students, faculty, staff and visitors. Observes surroundings through these patrols and takes appropriate measures to eliminate security and safety concerns to ensure protection of College facilities and assets.
  - b. Responds to complaints and disturbances; takes initial reports; provides support in conducting investigations.
  - c. Ensures orderly flow of traffic; monitors parking lots; investigates accidents; issues parking citations.
  - d. Maintains regular contact with supervisor when dispatched to appraise an emergency situation; keeps appropriate individuals informed of status and location of incidents; partners with other agencies and personnel to ensure proper handling of emergency calls.
  - e. Assists other law enforcement agencies, fire department and emergency medical technicians.
  - f. Alerts supervisor to issues or activities discovered during regular patrols that may have an impact on the safety and security of students, staff and visitors.

## 3.0 COMPENSATION TO THE COLLEGE FOR PERSONAL SERVICES

In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$20,000.00 which will be billed to the Financing Corporation by the College. These invoices shall be due and payable no later than thirty days after submission.



**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By:   
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By: \_\_\_\_\_  
Jeffrey S. Allbritten, D.A.  
President

## Residence Hall Public Safety Procedures

### Desk Assignment

Public Safety will be staffing the front desk of Light House Commons on a 24/7 basis. We will continue to operate the front desk at D-Building Monday-Friday 0700-1500 hrs and this will be the primary radio contact for officers on shift. From 1500 to 0700 hrs the following weekday and on weekends the desk at Light House Commons will be the primary radio contact for all PS personnel and the primary telephone contact for persons calling public safety.

As the first contact resident students and their family and friends will encounter, those working the desk will be the 'face' of ESC and be mindful of our community/customer service approach. You will deal with student issues you have not dealt with in the past, as such this will be a learning experience for all of us. As in all contacts with students, it is recommended that you do not provide personal cell phone numbers or emails. Our role may require us to make decisions that result in criminal charges or disciplinary actions against students and we must maintain a professional role.

Public Safety Techs assigned will not leave the desk until properly relieved by another PST or police officer. Since the desk is an official area where business is conducted the only persons permitted behind the desk are public safety or housing employees/staff.

An RA is assigned to assist at the desk on a nightly basis. Hours may vary, but they typically work from 1900-0100 hrs.

### Entry/Exit

All residents, visitors or others must enter/exit thru one of the main lobby doors. Fire exits on the west side of the building are for fire exit only. These two doors are alarmed and have CCTV monitoring. Exits at the north and south stairwells are also alarmed. The two trash room exit doors will be secured with deadbolts and padlocks so there will be no entrance/exit here without a key.

The exterior doors to the residence hall are keyed to a separate key than our standard campus exterior master, but the interior Data, Mechanical and Electrical rooms are accessible with our campus exterior master keys.

The main lobby doors will be programmed to remain locked 24/7, with the exception of the single door in the front lobby will be open during business hours for deliveries and persons conducting business.

All residents must identify themselves by showing their ID and must register any visitors. Only residents and authorized personnel will be granted access to the building. Any visitor or guest must abide by the housing rules and be accompanied by the resident.

### **ID Cards**

All residents are issued an ID (Connect) card that also is their key to entering the building, their suite as well as the fitness and recreation centers in the building. Upon entering the resident must display their ID card to the Public Safety desk person, verifying they are a resident.

Officers will confiscate cards used by an unauthorized person (i.e., person using is not card holder). Since the ID card is used for access and cashless vending, the cardholder must report a lost card immediately. We will need a report on lost cards (especially in the event of a card being unlawfully used). An email should be sent to: [connectcard@edison.edu](mailto:connectcard@edison.edu) reporting the lost card with the cardholder's name.

### **Visitors/Guests/Overnight Guests**

The policy on visitation/guests can be found in the resident student handbook. The rights of a student to privacy, quiet, etc. are paramount and take precedence over the desire of a roommate to have visitors or guests in the room. If the roommates cannot agree, the Resident Assistant should be consulted.

All visitors and guests are subject to Edison State College regulations. Misconduct of a guest including any violations of college policies and/or any damage to college property is ultimately the responsibility of the host. All visitors must have an escort while visiting on floors of residence halls. Unescorted guests will be asked to leave LHC property.

Guests will be required to register at the desk and their ID (driver's license, state ID card or other photo ID) will be held until they leave. They cannot sign in or go to any floors without being accompanied by the student they are visiting. We cannot contact students for visitors. Student rooms/suites do not have telephones.

### **Repair, Contractors**

Repair personnel, contractors must be approved by Facilities and they sign in at the desk.

### **Lock-outs**

If a student locks themselves out of their suite/bedroom, an RA or if not on-duty a field officer will retrieve the master key from the key exchange box and open the door. Lock-outs will

be logged. Desk officers must remain at the front desk area. They may be relieved by any public safety or housing personnel, except when the Main (Building D) desk is not staffed.

### **Key/Card replacement**

Residents are charged for replacing lost keys. The resident will complete a Lost Key/Key Replacement request.

Connect Cards are replaced at the Connect card office, according to the established policy. Since the cards are a cashless debit system lost cards will need to be canceled immediately.

### **Parking**

Resident parking is in the rear of the building, a resident must register their vehicle and display the ESC Light House Commons parking hang tag. The tags are not transferrable and are issued to a student vehicle for their exclusive use.

Guests are permitted to park at the residence hall but must register their vehicle and display a temporary parking hang tag. The tag will be dated by desk personnel.

### **Alcohol**

Light House Commons forbids the possession or consumption of alcohol in or around the residence hall.

We have a Alco-Sensor IV (PBT) available for alcohol monitoring. We can assist the resident director should they desire to test a student.

### **Smoking**

State Law forbids smoking in all public buildings and ESC Board of Trustees policy forbids smoking on campus. Smokers are permitted to smoke in their vehicles.

### **Mail**

Each resident has a mailbox assigned to them, but packages will be held until claimed from Housing personnel. The U.S. postal Service will deliver mail daily and you will need to unlock the office behind the front desk for the mail. Housing staff will sort and put mail in resident's mailboxes.



## **Equipment Check-outs**

When housing staff are not available you may need to check out certain equipment to residents, i.e., vacuum cleaner, pool ques/balls.

## **FERPA**

Do not disclose information about students to others. Parents, boyfriends/girlfriends are not to be given information about students.

## **Notify the Administrator on Call**

- Accident or Illness, including mental health (harm to self/others)
- Missing Student (when a parent, guardian, roommate reports the resident student missing)
- Suite/Room entry by public safety (only with Administrator on call unless emergency)
- Weapons found
- Sexual Assault

## **Shift Officers**

On-Duty Police and Public Safety officers will make periodic checks of the building/floors and especially stairwells and parking lots.

## **Trespass**

See department procedure *24.15 Trespass Warning Notices and Enforcement* and *College Operating Procedure 08-0827*. We cannot trespass bona fide students from the campus without due process. The college student Code of Conduct provides for interim suspension of students in emergency situations. These are orders by an academic officer (Dean of Students) and the substance of the suspension letter will include a trespass warning informing the student s/he is subject to arrest. Non-residents can be trespassed from LHC for serious or repeated violations of housing rules.

## **Appointment Alert**

LHC Housing, has a two-part form for use by RAs and us. It is a notice that a resident has violated a housing rule and is required to contact the RDs office the following morning. This can be used for violating guest or other housing rules. For residents and guests violating

housing rules we can continue to use our Campus Contact two-part form. For first time and non-criminal offenses the violator can be issued one of these as a warning. We should only trespass those that are in repeated violation or in a criminal violation.

### **Other policy and procedure**

All ESC students must abide by the student *Code of Conduct* <http://catalog.edison.edu/content.php?catoid=3&navoid=131> and resident students are responsible for following the *Guide to Residence Living*, <http://housing.edison.edu/> both area available on the college website. Both describe conduct and behavior that are prohibited.

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

**AGENDA ITEM:** 5

**Approval of a Personal Services Agreement with the District Board of Trustees of Edison State College for personal services for financial, accounting and legal services**

**RECOMMENDATION:**

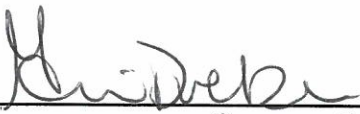
**It is recommended Approval of an Personal Services Agreement with the District Board of Trustees of Edison State College for Personal Services for Financial, Accounting and Legal Services**


**STAFF ANALYSIS:**

Section 1004.70, Florida Statutes, authorizes the use of property, facilities, and personal services at any Florida College System institution by any Florida College System institution direct-support organization. The proposed agreement provides for financial, accounting and legal services for the 2013 – 2014 fiscal year and also provides that the Edison State College Financing Corporation will reimburse the College in the amount of \$40,000.00 for those services.

It is recommended that the proposed agreement with the District Board of Trustees of Edison State College for Personal Services for financial, accounting and legal services be approved.

Attachment(s)

**REQUESTED BY:**   
\_\_\_\_\_  
**Corporation Treasurer**

**APPROVED FOR AGENDA BY:**   
\_\_\_\_\_  
**Corporation President**

# PERSONAL SERVICES AGREEMENT FOR FINANCIAL, ACCOUNTING AND LEGAL SERVICES

This Master Services Agreement (this "Agreement") is effective April 1, 2013 by and between the **DISTRICT BOARD OF TRUSTEES OF EDISON STATE COLLEGE** (the "College"), a political subdivision of the State of Florida, and the **EDISON STATE COLLEGE FINANCING CORPORATION** (the "Financing Corporation"), a not for profit corporation organized and existing under the laws of the State of Florida, a direct-support organization of the College pursuant to Section 1004.70, Florida Statutes.

## RECITALS

**WHEREAS**, the Financing Corporation is a Direct Support Organization of the College as authorized and described in Section 1004.70, Florida Statutes;

**WHEREAS**, pursuant to Section 1004.70, Florida Statutes, the College has certified the Financing Corporation, as a Florida College System direct support organization, whose purposes are to (i) provide housing opportunities for the students of the College; (ii) to finance capital projects to meet current and future needs of the College, such as student housing, parking facilities, and/or other improvement; (iii) manage and invest funds held by it; (iv) operate or administer contracts for auxiliary enterprises and (v) any other activity of Edison State College;

**WHEREAS**, Section 1004.70(3)(a), Florida Statutes, expressly authorizes the District Board of Trustees to permit the use of property, facilities, and personal services of the College by the College's direct-support organization, including the Financing Corporation;

**WHEREAS**, Section 1004.70(1)(b), Florida Statutes, states that personal services includes full-time or part-time personnel as well as payroll processing ("Personal Services");

**WHEREAS**, the Financing Corporation desires to contract with the College for the use of the Personal Services described below and the College wishes to accept such engagement, pursuant to the terms and conditions contained herein;

**NOW THEREFORE**, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**PROVISION OF SERVICES**

1.1 Provision of Services. The Financing Corporation hereby engages the College to provide the following Personal Services:

A. Financial and Accounting Services:

- i. Monthly performance of bank reconciliations;
- ii. Processing of accounts payable;
  - i. Implementation of investment strategies as determined by the Board of Directors of the Financing Corporation;
- iii. Preparation of the Annual Financial Report;
- iv. Preparation of the Quarterly budget to actual reports;
- v. Development of and presentation to the Board of Director of the annual budget;

B. Legal Services:

- i. Preparation and Review of Contracts;
- ii. Preparation of Written Resolutions of the Board of Directors;
- iii. Review and Approval of Board Minutes as necessary;
- iv. Attendance at meetings of the Board of Trustees;
- v. Provision of Legal Guidance to the Board of Directors and corporate officers.

1.2 Termination of Services. In addition, College may at any time immediately terminate this Agreement or withhold Personal Services in the event of breach by the Financing Corporation of any of the terms of this Personal Services Agreement or upon the occurrence of any of the events set forth in Article VII. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

1.3 Right of Supervision and Control. The College shall have sufficient authority so as to maintain a right of direction and control over employees providing Personal Services, and

shall retain authority to hire, terminate, discipline and reassign employees. The Financing Corporation shall, however, retain such sufficient direction and control over employees performing Personal Services as is necessary to conduct the Financing Corporation's business and without which the Financing Corporation would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of the Financing Corporation.

**ARTICLE 2  
TERM**

2.1. Term. The Term of this Agreement shall commence as of April 1, 2013, (the "Effective Date") and shall expire on March 31, 2014.

**ARTICLE 3  
PAYMENT OF WAGES AND BENEFITS**

3.1 Payment of Wages. The Financing Corporation also represents and warrants that all wages (including bonuses) paid to any employee are to be paid by College and that any such employees will receive no additional wages in any form from the Financing Corporation. The Financing Corporation agrees it will be solely responsible for damages of any nature arising out of the Financing Corporation's failure to report to College the payment to an employee of any remuneration for services rendered for the College. The College assumes responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims) and tax obligations for any individuals who are performing Personal Services pursuant to this Agreement.

3.2 Claims. Should any claims, demands, suits or other legal proceedings be threatened in writing or instituted by any person against the College or the Financing Corporation with relating in any way to the Personal Services provided hereunder, the recipient of notice of such claim, demand, suit or other legal proceeding shall give each of the other parties to this Agreement prompt notice and all pertinent information and reasonable assistance in the defense or other disposition thereof. The College and the Financing Corporation shall promptly investigate all alleged accidents and/or alleged claims for damages relating in any way to the Personal Services provided hereunder.

3.3 Financing Corporation's Liability. Notwithstanding anything to the contrary herein contained, any claim based on or in respect of any liability of the Financing Corporation for (i) any payment hereunder or (ii) the performance of any other covenant, agreement, term or condition contained herein shall be paid solely out of, and enforced only against, the System Revenues (as such term is defined in the Bond Documents), if any, to the extent available to the Financing Corporation pursuant to the Bond Documents or from other cash balances within accounts maintained by the of the Financing Corporation and, in either case, not from or against any other assets, properties or funds of Financing Corporation or against any assets, properties or funds of any member, director, official, officer, employee, successor, assign or agent of Financing Corporation. The College agrees not to seek to obtain a money judgment against Financing Corporation, or against any officer, member, official, director, employee or agent of



Financing Corporation or against any of their respective heirs, administrators, executors, personal representatives, successors or assigns.

**ARTICLE 4  
WORKERS' COMPENSATION**

4.1 Workers' Compensation. The College shall secure workers' compensation coverage in such amounts as is required by applicable law and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for its employees who may provide Personal Services, either on a part-time or full-time basis. Should the Financing Corporation be allowed to maintain its own workers' compensation policy, College shall be named as an additional insured on such policy or policies.

**ARTICLE 5  
COMPENSATION OF COLLEGE**

5.1 In exchange for the Personal Services described above the Financing Corporation shall pay to the College the sum of \$40,000 per year which shall be paid no later than thirty days after the close of the Financing Corporation's fiscal year on March 30, 2014.

**ARTICLE 6  
INSURANCE REQUIREMENTS**

6.1 Insurance. During the term of this Agreement, the Financing Corporation shall procure and maintain in full force and effect the insurance as determined by the Financing Corporation to be required to comply with the requirements of the Bond Documents and the Ground Lease and by July 1, 2012, shall name both the College and the Financing Corporation as additional insureds.

**ARTICLE 7  
DEFAULT AND TERMINATION**

7.1 The Financing Corporation's Default. The Financing Corporation shall be in default hereunder (i) should the Financing Corporation fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the Financing Corporation, (iii) should the Financing Corporation engage in any fraud, misappropriation, embezzlement or in any willful misconduct in violation of this Agreement, or (iv) should the Financing Corporation fail to timely provide its consent or approval as required hereunder.

7.2 The College's Default. The College shall be in default hereunder (i) should the College fail or refuse to perform any of its material obligations hereunder, (ii) if there is a bankruptcy, dissolution or liquidation of the College, (iii) should the College engage in any fraud, misappropriation, embezzlement or in any willful misconduct or act beyond its authority in this Agreement, (iv) should the College fail to maintain all licenses and permits necessary for

the College to discharge its duties under this Agreement, or (v) should the College fail to make any payments or to provide the funds required hereunder.

7.3 Termination for Cause. If any party defaults and continues such default for more than thirty (30) days after a reasonably detailed default notice from one of the other parties hereto, then notwithstanding any contrary provision of this Agreement, such other party shall have the right, in addition to all other rights and remedies, to terminate this Agreement by giving a termination notice to the defaulting party; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 30-day period, then the defaulting party shall have such additional time as is reasonably required to cure such failure provided such defaulting party commences to cure such failure within such 30-day period and proceeds to prosecute such cure with diligence and continuity, and such cure is complete within an additional thirty (30) days; and further provided, however, that such additional thirty-day period shall not apply to defaults based on the failure to timely pay any funds due hereunder or to timely grant or withhold approvals or consents required hereunder.

7.4 Other Terminations. This Agreement shall also terminate upon any termination of the Ground Lease, or upon any total casualty or condemnation of the Property after which the Property is not restored in a manner consistent with the condition and capacity prior to the casualty or condemnation.

## ARTICLE 8 MISCELLANEOUS

8.1 Independent Contractor Status. It is the intention of the parties hereto that the Financing Corporation and the College shall be, and remain, independent contractors. The parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, joint venture or agency of any kind.

8.2 No Third-Party Beneficiary. The provisions of this Agreement are not entitled to benefit any person who is not a party to this Agreement.

8.3 No Assignment. Neither the College nor the Financing Corporation shall assign or pledge any of their respective rights, duties or obligations under this Agreement without the consent of all parties to this Agreement.

8.4 Complete Agreement. This Personal Service Agreement, including all Exhibits as they may be now exist or as may they may be added from time to time, is a complete and exclusive statement of the terms of the agreement between the Financing Corporation and the College related to the provision of Personal Services with respect to the Property and supersedes and replaces any and all previous communications and understandings between the parties relating to the subject matter hereof.

8.5 Modification. This Agreement may be effectively modified, changed or amended only by a writing signed by all of the parties hereto, which consent shall not be unreasonably withheld, delayed or conditioned.


8.6 Amendments. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by the parties in writing, which consent shall not be unreasonably withheld, delayed or conditioned.

8.7 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

8.8 Governing Law. This Agreement shall be governed, construed and interpreted by the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first written above:

**DISTRICT BOARD OF TRUSTEES OF  
EDISON STATE COLLEGE**

By:   
Gina B. Doeble, CPA  
Vice President, Administrative Services

**EDISON STATE COLLEGE FINANCING  
CORPORATION**

By:   
Jeffery S. Allbritten, D.A.  
President

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

**AGENDA ITEM:** 6

**Adoption of the 2013-14 Budget**

**RECOMMENDATION:**

**The Administration recommends Board of Directors approval of the 2013-14 Financing Corporation budget.**

**STAFF ANALYSIS:**

The attached budget of the Financing Corporation includes the General Operating Budget and Housing Budget for the period April 1, 2013 – March 31, 2014.

It is recommended that the Board approve the attached budget for Fiscal Year 2014.

Attachment

**REQUESTED BY:**

  
\_\_\_\_\_  
Corporation Treasurer

**APPROVED FOR AGENDA BY:**

  
\_\_\_\_\_  
Corporation President

Meeting of the  
EDISON STATE COLLEGE FINANCING CORPORATION  
March 12, 2013

AGENDA ITEM: 7

**Discussion & Approval of the Dates, Time and Location for the Regular Meeting Schedule for April 1, 2013 – March 31, 2014**

RECOMMENDATION:

**The Administration recommends that the Board of Directors discuss and approve the dates, time and location for the regular meeting schedule of the Edison State College Financing Corporation.**

STAFF ANALYSIS:

It is recommended that the Board of Directors establish a fiscal year meeting schedule to include dates, time and locations for the organizational meetings of the Board of Directors of the Edison State College Financing Corporation. The attached schedule(s) have been prepared for your consideration.

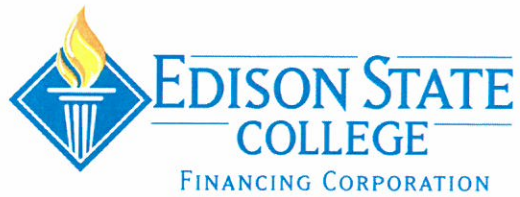
Attachment

REQUESTED BY:

  
\_\_\_\_\_  
Corporation Treasurer

APPROVED FOR AGENDA BY:

  
\_\_\_\_\_  
Corporation President



**Edison State College Financing Corporation  
Schedule of Meetings  
(Quarterly 3<sup>rd</sup> Tuesday of the month at 4:00 p.m.)  
Lee Campus, Robinson Hall, Room I-228 (Board Conference Room)  
April 1, 2013 – March 31, 2014**

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May 21, 2013

July 16, 2013

October 15, 2013

January 21, 2014

March 18, 2014