

IN ATTENDANCE: Jackie Lasch (Co-chair), Jennifer Page (Co-chair), Kari Makepeace (Council Coordinator), Terry Allcorn, Marie Brady, Daniel Charriez, Jenny Charriez (Guest), Chris Christensen, Leslie Golden, Kathy Hauser, Amy Kleeman, Alex Larzabal, Mike Lergier, Vicki Nelson (Guest), Leda Pacheco (Guest), Paul Rooney, Jamie Rost, Michelle Sever, Darla Sharpe, Todd Treece, Rhonda Ulmer

MEETING SUMMARY

I. DISCUSSION ITEMS

- A. Vicki Nelson shared the steps that supervisors need to take once an employee announces his/her resignation (*Attachment A*), as well as reviewed the Employee Checkout packet (*Attachment B*) which includes the employee checkout form and some relevant policies.

Emphasis was placed on the importance of supervisors notifying Employee Records as soon as they become aware that an employee is going to resign so that appropriate documentation is generated, final work dates are established, and final pay and leave balances are determined. Contact information for Employee Records is as follows:

- Vicki Nelson, Manager, Employee Records, Ext. 8031
- Sharon Mondoro, HR Specialist for East and Winter Park Campuses, Ext. 2913
- Vincent Mirandi, HR Specialist for Osceola and Lake Nona Campuses, Ext. 4253
- Kristabel Carvajal, HR Specialist for West Campus and District Office, Ext. 1510

The OLT discussed the process and expressed concerns with the amount of time that employees stay in the system and potentially have access to secure content. It was noted that OIT is currently working with HR to create a system that will make it much easier for supervisors to have system access granted or taken away. Alex Larzabal will provide the OLT with updates as the work progresses.

- B. Rhonda Ulmer shared changes from the Procurement Office, which are outlined below. The OLT discussed the new Speaker Agreements and revised Contractors Agreement and recommended that the new forms be provided to the Campus Deans for informational purposes, as well as to give them an opportunity to provide feedback.
- Speaker Agreements – In an effort to make the contracting process for speaking engagements more efficient and simpler to use, Procurement has developed a “speaker” or lecturer agreement (*Attachment C*) in conjunction with the Office of Policy and General Counsel. The speaker agreement will not require a Certificate of Insurance. The speaker

agreement will require signatures of the individual initiating the contract, budget manager, contractor and Loren Bender, VP of Business Operations & Finance. The new Agreement will be available as a fillable form under Valencia Forms in late December 2016. If you would like to use it now, please contact Rhonda Ulmer in the Procurement Office at extension 3861.

- Revised Independent Contractor Agreement – The last revision to the Independent Contractor Agreement (*Attachment D*) incorporated the new IRS standards for determining whether a person providing services to the College is an employee or considered an independent contractor. Based on feedback received, the agreement has been modified to make it easier to understand the IRS criteria. The new agreement is now available in Atlas, on the Employees tab. Under the Employee Support section, click on Tools and then Valencia Forms.
- Certificates of Insurance – Certificates of Insurance for liability and automobile coverage are a requirement to do business with the College. Risk Management has designed a matrix of insurance requirements (*Attachment E*) based on risk to the College, titled “Minimum Insurance Requirements for Contracts.” This matrix should be reviewed prior to contracting to ensure that the vendor/contractor can provide the required insurance for the task or project. Click here to see a copy of the Minimum Insurance Requirements for Contracts document. If you have questions relating to insurance, please contact the Safety, Security and Risk Management Department at extension 3860 or 1455.

II. ACTION ITEMS

- A. Jackie Lasch discussed new cash management regulations from the USDOE and Valencia’s provisions (*Attachment F*) which will be effective July 1, 2016. The new regulations will affect how colleges disburse Title IV funds. Under the new rules, the USDOE defines financial arrangements with a third-party servicer as either Tier One or Tier Two arrangements. Valencia College’s current arrangement with Higher One falls under the Tier One category because they perform one or more of the functions associated with processing direct payments of Title IV funds on behalf of the institution and offer one or more financial (bank) accounts under our arrangement.

In order to be proactive and ensure that Higher One is complying with the new regulations for Tier One financial arrangements, Jackie proposed that a work team be convened in January, 2016 to determine action items needed. The OLT approved Jackie’s proposal so she will move forward with contacting folks from Legal, Financial Aid, Accounting, OIT, and Student Services to serve on the team.

III. INFORMATION ITEMS

- A. Jenny Charriez provided information on the mid-year check-in and Learning Day.
- Mid-year Check-in – Full-time staff members should have submitted their employee update by November 30, 2015. The next step is the supervisor reflection which is due by February 15, 2016. Also, in an effort to make improvements to the 2016-17 Check-In process and tool, the employee development team is sending out a short survey this week to full-time

staff members. The survey will be open for responses for two weeks and will close on Friday, December 18, 2015. Supervisors are asked to provide candid feedback on the process, and to encourage employees to do that same.

- Learning Day – Valencia College Learning Day will be held on February 12, 2016 at the East, Osceola, School of Public Safety and West Campuses. All faculty and staff should attend Learning Day depending on their home campus. As in past years, the afternoon will be set aside for employees to participate in service learning opportunities throughout the community.

B. Jennifer Page provided information from Payroll Services on W-2s. Since all W-2s are mailed, employees need to verify their “HR” address as it appears in Atlas. W-2s are not forwarded, so it is extremely important that employee addresses are accurate to ensure that they are received as timely as possible.

Employees can find their address in Atlas by clicking on the Employees tab. In the My Human Resources channel, click on Update Your Information and then Address(es) and Phone(s): View. If the address is incorrect, click on Update Address(es) and Phone(s) to revise.

If there are questions or an employee is having difficulties updating this information in Atlas, please direct them to contact the Human Resources Records Team.

IV. NEXT MEETING SCHEDULED

The Operations Leadership Team will be meeting again on February 2, 2016 from 2-5pm via Lync or in-person at the District Office in Room 252.

V. SUMMARY OF MEETING EVALUATION

The OLT utilized the + / Δ evaluation method (via Qualtrics) to provide feedback. Feedback was as follows:

<i>+: What did you like about the meeting?</i>
Sharing of valuable information and opinions.
Lots of good information in a time efficient manner.
The information shared.
<i>Δ: What would you like to see changed?</i>
Several of the items on the agenda were not discussed.

VALENCIA

HOW TO SUCCESSFULLY MANAGE...

EMPLOYEE RESIGNATION

DEFINITIONS

Resignation (noun)

- The act of giving up a position or retiring.
- A document conveying one's intention to give up or relinquish employment.
- A type of voluntary separation of employment.

WHAT

do I need to consider?

To successfully manage an employee's resignation it is important to notify Employee Records, as they will provide you with important information including policies to reference, forms to complete, and additional resources to guide you through the resignation process.

WHY

do I need to know this?

We value our employees from the time they join the Valencia family to the time they leave. It's important that you promptly notify Employee Records of your employee's resignation so the appropriate documentation is generated, final work dates are established, and final pay and leave balances are determined.

HOW

does this impact my work?

To prepare for an employee resignation, familiarize yourself with applicable Valencia policies (Volume 3F) on the Office of the General Counsel website and the documentation in the Checkout Packet, sent to your full-time employee by Employee Records when they are notified of the resignation. The **Checkout Packet** includes: Employee Checkout Sheet (Form HR #21), Out Processing of Employees policy, Terminal Pay policy, Transfer of Accrued Sick Leave form, and the ~~Exit Interview Questionnaire.~~

WHO

does this affect?

Employee Records must be promptly notified of all employee resignations (full-time and part-time, faculty and staff).

STEPS

- 1 Employee announces his/her resignation.
- 2 Notify Employee Records of the resignation.
- 3 Ask your employee to write a letter of resignation or complete the **HR Resignation Form HR #16** (available in Valencia Forms, in Atlas) and submit the letter or form to Employee Records.

For Full-Time Employees:

- Complete and submit the **HR Action Form for Full-Time Employees HR #25** (available in Valencia Forms, in Atlas) to Human Resources, Employee Records.
 - Identify leave balances in the *Request and Manage My Leave* system in Atlas. Contact Payroll Services if you have questions regarding the employee's leave.
 - Ensure that college property and access to Valencia systems are secured by contacting Property Control and the OIT Help Desk.
 - Follow up to ensure your full-time employee receives his/her Checkout Packet and completes the formal checkout process.
- For Part-Time Employees:**
- Contact Employee Records to provide your resigning employee's name, VID number, and last date of work.
 - Confirm that the employee has entered his/her final work hours and submitted final time sheets. Immediately review the final time sheet for accuracy and approve it or have it corrected, as needed.

HOW TO SUCCESSFULLY MANAGE...

EMPLOYEE RESIGNATION**FOCUS ON THE CONVERSATION**

Communicate with your employee: Let your full-time employee know that Employee Records will be sending important documentation for him/her to complete (the Checkout Packet).

Communicate with your team: Use this as an opportunity to collaborate with your team to improve processes and prepare for future changes.

Consider communicating with your team to:

- Inform them of the resignation.
- Communicate next steps and contingency plans.
- As appropriate, recognize and celebrate the plans of the resigning employee.

Communicate with Human Resources: Keep in contact with Employee Records throughout the resignation process. From the initial notification of your employee's resignation to ensuring that all necessary paperwork is completed and submitted, Employee Records and Payroll Services are here to provide the support you need.

FAQs**When should I notify Human Resources about my employee's resignation?**

Immediately. As soon as your employee announces he/she is resigning, contact Employee Records to begin the resignation process.

What happens if my employee does not complete the Employee Checkout Sheet (Form #21) included in the Checkout Packet?

As outlined in college policy, if your full-time employee is unable to complete the Employee Checkout Sheet (Form HR #21), his/her supervisor must complete and submit the form to Employee Records on the employee's behalf.

If my employee is part-time, do I still need to complete paperwork and does the Checkout Packet need to be completed by the employee?

Part-time employees do not need to complete the Checkout Packet; however, Employee Records still should be notified of the resignation. Contact Employee Records with the following information about your resigning part-time employee: employee name, VID number, and last date of work.

Confirm that your employee has entered his/her final work hours and submitted final time sheets. As the supervisor, you should immediately review the final time sheet for accuracy and approve it or have it corrected.

Are employees who are resigning allowed to use their accumulated vacation/personal time, prior to their effective date of separation?

Yes, at your discretion. As the supervisor, you may allow your resigning employee to utilize his/her accumulated vacation/personal time, prior to his/her effective date of separation. Be sure to contact Payroll Services to determine available leave balances and confirm the effective date of separation.

RESOURCES**Human Resources, Employee Records**

Vicki Nelson
Manager, Employee Records
Phone: 407-582-8031
Email: vnelson@valenciacollege.edu
Mail code: DO-21

Sharon Mondoro
Human Resources Specialist,
East and Winter Park Campuses
Phone: 407-582-2913
Email: smondoro@valenciacollege.edu
Mail code: 3-7

Vincent Mirandi
Human Resources Specialist,
Osceola and Lake Nona Campuses
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Mail code: 6-1

Kristabel Carvajal
Human Resources Specialist,
West Campus and District Office
Phone: 407-582-1510
Email: kcasiano3@valenciacollege.edu
Mail code: 4-40

Human Resources, Payroll Services

Bettie Cooper
Director, Payroll Services
Phone: 407-582-8100
Email: bcooper1@valenciacollege.edu
Mail code: DO-21

Human Resources, General Information

Phone: 407-582-8033

Property Control

David Long
Coordinator, Property Control
Phone: 407-582-1267
Email: wlong@valenciacollege.edu
Mail code: 4-36

Office of Information Technology

Employee Help Desk
Phone: 407-582-5555
Email: oihelp@valenciacollege.edu
Website: <http://valenciacollege.edu/oi/tss/helpdesk/>

HR Website

<http://valenciacollege.edu/hr/>

General Counsel Website

<http://valenciacollege.edu/generalcounsel/policy/>

Volume 3F – Human Resources,
Separation and Termination of Employment

VALENCIA

DATE: October 29, 2015

TO:

FROM: Vicki Nelson (x8031)
Human Resources Department – mail code DO-21

SUBJECT: Checkout Sheet Instructions

The Human Resources Department (HR) was informed you will be leaving your employment with the college. In accordance with college policy 6Hx28:3F-01, *Out Processing of Employees*, the **Employee Checkout Sheet** (form # 21) is to be completed on your last physical work day. A copy of the policy and form are attached. Please follow these steps to insure accurate completion of the form:

Upon receipt of this packet, please schedule checkout appointments to visit the HR and Payroll Departments on your last physical work day. These appointments will take approximately 10 minutes each and should be scheduled with:

Retirees only:

1st call: **Joe Nunes** at extension 8007
2nd call: **Joanne Flores** at extension 8086
3rd call: **Bettie Cooper** at extension 8100

Non-Retirees:

1st call: **Dan Compte** at extension 8042
2nd call: **Amanda Hyland** at extension 8039
3rd call: **Bettie Cooper** at extension 8100

HR and Payroll are now located on the second floor of Valencia's **District Office** near the West Campus. The address is 1768 Park Center Drive, Orlando, FL 32835. This is less than a mile behind the West Campus just off Hiawassee Road.

NOTE: If you are terminating employment before the end of the contract or fiscal year, your final pay check may require adjustment to prevent overpayment. This adjustment may be necessary to prorate your salary based on the number of days you worked in the contract or fiscal year. Please discuss this with the Payroll Department so you will know what to expect when you complete the checkout process and receive your last pay check. A copy of college policy 6Hx28:3F-02, *Terminal Pay* is attached.

On your last work day, please secure signatures IN EVERY HIGHLIGHTED SECTION on the attached Employee Checkout Form. ALL HIGHLIGHTED SECTIONS must be completed before you come to your appointments in HR and Payroll. The remaining sections will be completed during your checkout. If you are not a faculty employee, section 3 can be marked as "*not applicable*" (N/A).

If you have any questions, please call feel free to call. We are here to help.

Attachments: Employee Checkout Sheet (form #21)
Out Processing of Employees, policy (6Hx28:3F-01)
Terminal Pay, policy (6Hx28:3F-02)
Transfer of Accrued Sick Leave (Payroll form, Rev. 03/09)

**VALENCIA COLLEGE
EMPLOYEE CHECKOUT FORM**

Employee Name _____ VID _____

Effective Date of Leave/Resignation/Termination _____

Instructions: Any full-time employee leaving full-time employment with the college or taking an extended leave of absence, must secure the necessary signatures on this form in the order listed. Payroll will issue a final check which will include any accumulated payment for unused leave in compliance with college policy 6Hx28:3F-02.

1. SUPERVISOR

- a. College Property b. Grade Books c. Computer Equipment/Software

LEAVE – The following leave was taken during the past 30 days prior to the effective date of termination.

Type (Sick /Vacation) _____ Dates _____ Hours _____

If this employee is teaching, please list all sections taught during the current term: _____

Signature _____ Date _____

- 2. LIBRARY** East Campus – Building 4, Room 201, Circulation Desk and Audio Visual Services, Room 102B
Osceola Campus – Building 1, Room 104
West Campus – Building 6, Lobby Service Desk and Instructional Support/AV, Room 104
Winter Park Campus – Room 140

a. Circulation/reserved materials/books Signature _____ Date _____

b. Audio-Visual equipment/materials Signature _____ Date _____

3. FACULTY (Registrar's Office Representative – East Campus, Osceola Campus, West Campus, Winter Park Campus)

- | | | | |
|------------------------------------|------------------------------|-----------------------------|------------------------------|
| a. Grades Submitted | YES <input type="checkbox"/> | NO <input type="checkbox"/> | N/A <input type="checkbox"/> |
| b. Last Attendance Dates Submitted | YES <input type="checkbox"/> | NO <input type="checkbox"/> | N/A <input type="checkbox"/> |
| c. Missing Grades Completed | YES <input type="checkbox"/> | NO <input type="checkbox"/> | N/A <input type="checkbox"/> |

Signature _____ Date _____

4. KEYS

Unless prior arrangements are made, employees of the following campuses must return keys to the West Campus, Building 14: Downtown Center, Osceola Campus, Sand Lake Center, and West Campus. Call extension 1446 to make alternate arrangements.

Unless prior arrangements are made, employees of the following campuses must return keys to the East Campus, Building 1, Room 333: Criminal Justice Institute, East Campus, Winter Park Campus. Call extension 2242 to make alternate arrangements.

Signature _____ Date _____

5. ELECTRONIC ACCESS CARDS (Security office/desk representative at location for which access card was issued)

Signature _____ Date _____

6. HUMAN RESOURCES (District Office - 2nd Floor)

- a. HR Action Form b. Letter of Resignation c. Insurance Benefits/Continuation _____

Signature _____ Date _____

7. PAYROLL (District Office - 2nd Floor)

- a. American Express Card b. Parking Garage Card c. P-Card

Signature _____ Date _____

OUT-PROCESSING COMPLETED:

Employee Signature _____ Date _____

Copy Distribution: The original of this form is returned to Human Resources. A photocopy is retained by the Payroll Department and a copy is given to the employee.

VALENCIA COLLEGE

Termination of Employment Transfer of Accrued Sick Leave

Employees who are terminating their employment with Valencia College to take a position with another Florida Community College, the Florida Department of Education, the State University System, or a Florida District School Board may elect to transfer their sick leave balance, provided that the agreement with the institution is reciprocal.

Eligible employees must complete this form and submit it to the Payroll Services Department (mail code 3-34) authorizing the transfer of accrued sick leave no later than his/her last working day. **Failure to do so will result in the payment of terminal sick leave as provided in Policy: 6Hx28: 3F-02. Once the pay out has been processed, the transaction may not be reversed.**

Employee Name: _____

VID #: _____

Effective Date of Resignation: _____

I authorize Valencia College to transfer my accrued sick leave to the following institution. I understand that if that institution does not have a reciprocal agreement with Valencia, my sick leave will be paid out to me in accordance with the Terminal Pay policy.

Attention: _____

Name of Institution: _____

Address: _____

City, State, Zip: _____

Institution's Phone Number: _____

Institution's Fax Number: _____

Employee Signature: _____

Date: _____

POLICY: 6Hx28:3F-01



Responsible Official:
Vice President, Organizational
Development and Human Resources

Specific Authority: 1001.64, F.S.
Law Implemented: 1001.64, F.S.

Effective Date: 11-18-1992

Outprocessing of Employees

Policy Statement:

A full-time employee who is terminating his or her employment or is going on a leave of absence in excess of thirty (30) work days is required to clear the College and submit a Letter of Resignation or Certificate of Absence as appropriate.

Procedures:

- I. The Employee Checkout Sheet (Personnel Form #21) is to be hand carried by the employee to the various sources on the employee's last workday.
 - II. The employee's immediate supervisor is responsible for securing the various signatures on the form if an employee is unable to complete the checkout sheet.
 - III. Once the checkout sheet is received in the finance office, a payroll check may be issued for time worked and/or terminal pay, as appropriate.
-

Related Documents/Policies:

None

Policy History:

Adopted 1-19-83; Amended 11-18-92; Formerly 6Hx28:07-31

Procedure History:

Adopted 1-19-83; Amended 11-18-92; Formerly 6Hx28:07-31

POLICY: 6Hx28:3F-02



Responsible Official:
Vice President, Organizational Development and
Human Resources

Specific Authority: 1001.64, F.S.
Law Implemented: 1001.64, F.S.

Effective Date: 11-20-2001

Terminal Pay

Policy Statement:

Terminal pay for unused sick leave accumulated at, or transferred to, Valencia College and unused vacation leave accumulated at Valencia College will be paid to a full-time employee who terminates his or her employment at the College, or to his or her beneficiary if service is terminated by death, in accordance with the following provisions. In lieu of payment at the time of termination, employees electing to participate in the Deferred Retirement Option Program (DROP) may elect to be paid for unused vacation leave in accordance with this policy effective the day preceding the DROP begin date. Employees electing such lump-sum payment will not be eligible to receive a second lump-sum payment upon termination, except to the extent that they have earned additional vacation leave which combined with the original payment does not exceed the lump-sum payment allowed under this policy.

- I. Terminal pay for Faculty, Career Service, Professional, and Administrative employees, excluding leave days accrued by Executive Management employees after June 30, 2001.
 - A. Terminal pay for employees hired on or before June 30, 1988
 1. Sick Leave
 - a. Until being credited with four years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated and unused sick leave.
 - b. After being credited with four years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated and unused sick leave.
 - c. After being credited with seven years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated and unused sick leave.

- d. After being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated and unused sick leave.

2. Vacation Leave

The daily rate of pay multiplied by the number of accumulated and unused vacation days, not to exceed the following:

- a. Executive Management:
30 days (62 days at time of retirement/DROP only)
- b. Administrators, other than executive management:
30 days (45 days at time of retirement/DROP only)
- c. All other twelve-month employees:
30 days

B. Terminal pay for employees hired between July 1, 1988 and June 30, 1995

1. Sick Leave

- a. Until being credited with five years of service, no terminal pay benefits will be paid for accrued and unused sick leave.
- b. After being credited with five years of service, the daily rate of pay multiplied by 25 percent times the number of days of accumulated and unused sick leave.
- c. After being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated and unused sick leave.

2. Vacation Leave

Until being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days accumulated and unused vacation leave and after being credited with ten years of service, the daily rate of pay multiplied by 100 percent times the number of days accumulated and unused vacation leave, not to exceed the following:

- a. Executive Management:
30 days (62 days at time of retirement/DROP only)
- b. Administrators, other than executive management:
30 days (45 days at time of retirement/DROP only)

- c. All other twelve-month employees:
30 days

C. Terminal pay for faculty and career service employees hired on or after July 1, 1995

1. Sick Leave

- a. Until being credited with five years of service, no terminal pay benefits will be paid for accrued and unused sick leave.
- b. After being credited with five years of service, the daily rate of pay multiplied by 25 percent times the number of days of accumulated and unused sick leave.
- c. After being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated and unused sick leave.

2. Vacation Leave

Until being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated and unused vacation leave and after being credited with ten years of service, the daily rate of pay multiplied by 100 percent times the number of days of accumulated and unused vacation leave, not to exceed 30 days.

D. Terminal pay for professional and administrative employees hired on or after July 1, 1995

1. Sick Leave

- a. Until being credited with five years of service, no terminal pay benefits will be paid for accrued and unused sick leave.
- b. After being credited with five years of service, the daily rate of pay multiplied by 25 percent times the number of accumulated and unused sick leave which shall not exceed a maximum of 60 days.
- c. Sick leave accumulated prior to July 1, 1995, and subsequently reinstated or transferred to the college, will be paid in accordance with Paragraph B above.

2. Vacation Leave

Until being credited with ten years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated and unused vacation leave and after being credited with ten years of service,

the daily rate of pay multiplied by 100 percent times the number of days of accumulated and unused vacation leave, not to exceed the following:

- a. Executive Management:
30 days (62 days at time of retirement/DROP only)
 - b. Administrators, other than executive management:
30 days (45 days at time of retirement/DROP only)
 - c. All other twelve-month employees:
30 days
- II. Terminal pay for sick leave accrued by employees in the executive management pay grade after June 30, 2001.
- A. For sick leave accrued before July 1, 2001, terminal pay shall be made in accordance with the provisions of Paragraph I above.
 - B. For sick leave accrued on or after July 1, 2001, terminal pay may not exceed an amount equal to one-fourth (1/4) of the employee's unused sick leave or 60 days of the employee's pay, whichever amount is less.
 - C. If the employee has an accumulated sick leave balance of 60 days or more on June 30, 2001, sick leave earned after that date may not be accumulated for terminal pay purposes until the accumulated leave balance as of June 30, 2001, is less than 60 days.
- III. Terminal pay provisions to all employees
- A. Terminal pay for employees hired on or after July 1, 1995, will be calculated based on the employment category of the employee at the time of termination.
 - B. For purposes of calculating terminal pay, a year of service will be credited when the employee serves one day more than one-half of the number of days in the contract year/fiscal year, or the equivalent.
 - C. The daily rate for ten-month employees is determined by dividing the annual rate for ten months by 194; the daily rate for twelve-month employees is determined by dividing the annual rate for twelve months by 228.
 - D. Terminal pay for employees filling grant-funded positions
 1. Employees filling grant-funded positions hired on or before June 30, 1988, will be paid terminal pay benefits as provided in the employee's employment contract.

2. Employees filling grant-funded positions hired on or after July 1, 1988, will not be paid terminal pay benefits unless the grant includes funding for this purpose and is approved by the president or a designee.
 - E. If an employee receives terminal pay benefits based on unused sick leave, the unused sick leave credit will become invalid; however, if an employee terminates employment without receiving terminal pay benefits and is reemployed by the College, the employee's unused sick leave credit will be reinstated.
 - F. Employees who are retiring from the College may be eligible for additional retirement incentive benefits under Policy 6Hx28:3C-12 Retirement Incentive Program.
 - G. Effective March 31, 1999, terminal vacation and sick leave payments made to eligible participants as defined in 6Hx28:3C-14, 401(a) Qualified Retirement Plan, are required to be contributed to the 401(a) plan to the maximum extent permitted by Federal tax laws and college policy. Terminal pay calculations are based on the employee's leave balances and salary in effect on the date of the mandatory payments. These mandatory payments include:
 1. Terminal Vacation Leave
 - a. Payments made to DROP participants the day prior to the DROP begin date and/or on the date of separation.
 - b. Payments made to all other eligible participants on the date of separation.
 2. Terminal Sick Leave
 - a. Payments made to all eligible participants each June 30. A minimum balance of 30 days of personal sick leave shall be retained in the employee's account.
 - b. Remaining payments made to eligible participants on the date of separation.
- IV. After the maximum contributions have been paid into the 401(a) plan for the plan year, remaining sick leave and vacation leave balances will be carried over for payment in a subsequent plan year, unless the employee separates from the college. If the employee does separate from the college, payments for remaining sick and vacation leave balances will be made directly to the employee subject to FICA and federal income taxes.

Procedures:

- I. Employees will call the human resources office for an appointment to complete the necessary application materials to receive terminal pay benefits.

- II. Upon receipt of the DROP Notice of Election form completed by the employee, DROP participants who elect to do so will be paid terminal vacation pay the day preceding the DROP begin date.
- III. Terminal sick and vacation leave payments to employees separating from the college will be made after the employee completes outprocessing in accordance with Policy 6Hx28:3F-01 Outprocessing of Employees.

Related Documents/Policies:

None

Policy History:

Adopted 7-11-73; Amended 1-19-83; Formerly 6Hx28:7-11; Amended 2-17-82; Amended 7-11-84; Amended 6-15-88; Amended 11-18-92; Amended 10-18-95; Amended 5-20-98; Amended 9-16-98; Amended 3-17-99; Amended 11-20-01; Formerly 6Hx28:07-32

Procedure History:

Adopted 7-11-73; Amended 1-19-83; Formerly 6Hx28:7-11; Amended 2-17-82; Amended 7-11-84; Amended 6-15-88; Amended 11-18-92; Amended 5-20-98; Amended 3-17-99; Formerly 6Hx28:07-32

SPEAKER AGREEMENT

This agreement (hereafter referred to as the "Agreement or "Contract") dated [REDACTED], 20_ is between [REDACTED] (the Speaker or Professional, hereafter collectively and individually referred to as the "Speaker") and the District Board of Trustees of Valencia College, Florida (hereafter referred to as the "College" or "Valencia"), (individually, the "Party" and collectively, the "Parties").

WHEREAS, the College has requested that the Speaker present, speak, lecture or otherwise address the College's student, faculty, and/or staff (the "Services,") and the Speaker has agreed;

WHEREAS, the Parties agree as follows:

1 Performance of Service(s). In consideration of the mutual promises contained herein, the Parties hereby agree that Speaker will timely and competently perform the Services as follows:

<p>Date:</p> <p>Time:</p> <p>Location:</p> <p>Description of Services:</p>

Speaker shall ensure the Services are performed in compliance with all applicable laws and regulations, as well as the applicable policies and procedures of Valencia, which are located on Valencia's website (<http://valenciacollege.edu/generalcounsel/policy/>) including but not limited to those regarding conditions of work, access to and use of Valencia's facilities; Valencia's Smoke Free Campuses; Policy Against Improper Activities; Whistleblower Protection; and Discrimination, Harassment, and Related Misconduct.

2 Term and Termination. The term of this contract shall commence upon the date of last signature below and shall terminate at the time that the Services have been completed, unless extended by written agreement of the Parties. Either Party may terminate this Agreement with or without cause by providing no less than thirty (30) days written notice of termination to the other Party. If Speaker terminates this Agreement prior to performing the Services, he or she shall immediately reimburse to the College any funds paid to Speaker in advance of/prior to the Services, including but not limited to any deposits, and lodging costs and applicable hotel taxes.

3 Payment for Services. Any payment to the Speaker shall be limited to either: (a) a flat

fee honorarium payment, or (b) lump sum fee for services to include all expenses incurred by the Speaker, including travel and other expenses related to the provision of the Services or (C) other monetary or in-kind compensation as agreed upon in advance by Valencia. The method of payment and total amount to be paid to Speaker shall be reflected in Exhibit A, which is attached hereto and incorporated herein by reference.

4. Independent Contractor Status. College and Speaker acknowledge and agree that Speaker is and shall be an independent contractor, and that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Speaker hereunder and it shall be the exclusive responsibility of Speaker to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

5. Intellectual Property. Speaker grants the College a non-exclusive license to use, copy and distribute Speaker's outlines, PowerPoint and other presentations, and other hard copy or electronic materials identified or created by Speaker in connection with the Services, and for no other purpose. Speaker shall retain ownership of such materials. Speaker is responsible for obtaining the written consent of the owner of copyrighted material (if Speaker is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents. Speaker warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy, and agrees to indemnify and defend the College against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which Valencia is responsible for receiving permission.

Any data, material, documentation, and work product and information assembled and/or prepared by Speaker for Valencia pursuant to this Agreement (collectively the "Work Product") are instruments of service for use by Valencia solely, and shall belong exclusively to Valencia. Unless otherwise specifically provided, this provision does not apply to artistic performances, speeches and/or presentations. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.

6. Participant/Photo Release. Speaker consents to and authorizes Valencia, its agents, assignees, heirs, successors and licensees, perpetually and exclusively to use and reproduce the Speaker's photograph, including any video, silhouette or likeness, at no cost to Valencia, for display on Valencia's website, and/or to circulate and use the Speaker's photograph, video image, silhouette or likeness in connection with the Conference and any advertising, marketing, or media related thereto.

7. Non-Assignment. Speaker shall perform the Services him or herself and shall not assign or subcontract any of his/her obligations under this Contract without the advance written consent of Valencia. Any unauthorized assignment shall be void.

8. Amendment, Exhibits and Entire Agreement. No amendment to this Agreement shall be valid unless made in a writing signed by the authorized representatives of the Parties. All exhibits referenced in this Agreement are hereby incorporated by reference as if fully set

forth herein and made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

9. 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.

COLLEGE BUDGET MANAGER

COLLEGE

Name: _____
Title: _____
Date: _____

Loren Bender, VP Business Operations
and Finance
Date: _____

SPEAKER:

By signing below, Speaker (or its representative) represents that he/she is not an employee or officer of Valencia and does not have any other conflict of interest that would prevent him/her from doing business with Valencia under Florida law or Valencia's Policy 6Hx28:1-10, Policy Against Improper Activities; Whistleblower Protection.

By: _____ Printed Name:

Title:

_____ Date: _____

EXHIBIT A
PAYMENT/ EXPENSE REIMBURSEMENT

The following terms and conditions shall be made a part of Section 3, Payment for Services. No payment shall be made for services or deliverables except as specified in this Agreement unless further agreed to and approved in writing by Valencia.

Check one:

CHOICE 1: FLAT FEE HONORARIUM

Valencia shall pay to Speaker a flat fee honorarium in the amount of \$_____. An Honorarium is a payment for made for services for which fees are not generally required. Speaker may use this amount in any way he or she deems suitable. Valencia is not liable or responsible for any additional payment, reimbursements, or other charges related to Professional's presence at Valencia other than those specifically described in this Agreement.

CHOICE 2: PAYMENT FOR SERVICES

Valencia shall pay to Speaker a lump sum fee in the amount of \$_____ for all costs associated with provision of the Services. This amount shall represent full and complete payment to the Speaker for the Services, including any travel and expenses related to the Services. Valencia is not liable or responsible for any additional payment, reimbursements, or other charges related to Professional's presence at Valencia other than those specifically described in this Agreement.

ANY OTHER MONETARY OR IN-KIND COMPENSATION AGREED TO BY THE COLLEGE:

\$_____ or _____

INDEPENDENT CONTRACTOR’S AGREEMENT

This agreement (hereafter referred to as the “Agreement” or “Contract”) is between _____ (the Performer, Vendor, Artist, Speaker, or Consultant, hereafter collectively and individually referred to as the “Contractor”) and the District Board of Trustees of Valencia College, Florida (hereafter referred to as the “College” or “Valencia”), (individually, the “Party” and collectively, the “Parties”).

WHEREAS, the College requests the services (the “Scope of Work,” “Services,” “Performance” or “Work”, hereafter individually and collectively referred to as the “Service(s)”) of the Contractor; the Contractor agrees to provide such Services; and as such, the Parties agree as follows:

1 Performance of Services(s). In consideration of the mutual promises contained herein, the Parties hereby agree that Contractor will timely and competently perform the Services as outlined below.

<p>Date Service to Commence: _____</p> <p>Date Service will be completed: _____</p> <p>Detailed Description of Services to be Performed: (ATTACH COPY OF PROPOSAL/QUOTATION)_</p> <p>Location: _____</p> <p>List Name of Person(s) Providing Service: _____</p>

2. Scope of Services/Work /Deliverables:

Contractor shall ensure the Services are performed consistent with the standards of care and degree of knowledge, skill, judgment and diligence normally exercised and recognized by professionals with respect to services of the same or similar nature, all applicable laws and regulations, the Scope of Services, exhibits/attachments, documents and the applicable policies and procedures of Valencia, which are located on Valencia’s website (<http://valenciacollege.edu/generalcounsel/policy/>) together with all other laws and regulations generally applicable to Valencia’s operations, including but not limited to those regarding conditions of work, access to and use of Valencia’s facilities, Valencia’s Smoke Free Campuses, and Policy Against Improper Activities; Whistleblower Protection.

3 Term and Termination.

The term of this Contract begins on the date of last signature below (the “Effective Date”) and continues through the completion of the services or work as described above unless otherwise extended through written agreement of the Parties.

- a. Either Party may terminate this Agreement with or without cause by providing no less than thirty (30) days written notice of termination to the other Party.
- b. Unless otherwise stated in this Agreement to the contrary, if Contractor terminates this Agreement prior to the Service date(s), Contractor shall immediately reimburse to Valencia any

funds paid by or on behalf of Valencia to Contractor in advance of/prior to the Service, including but not limited to deposits, and lodging costs and applicable hotel taxes incurred up to the date of cancellation.

- c. If Valencia terminates this Agreement less than thirty (30) days prior to the Service date, Contractor and Valencia shall attempt to reschedule the Services, but in no event shall Valencia be obligated to pay the full amounts due under this Agreement.

4 Independent Contractor Status.

College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor 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. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on such amounts. Attachment A shall be completed by Contractor and shall be incorporated into and made part of this Agreement. By signing this Agreement, Contractor warrants and verifies that its responses on Attachment A are true and accurate.

5. Contractor's Performance of the Services.

- a. Work for Hire. All data, material, documentation, and work product and information assembled and/or prepared by Contractor or its sub-Contractors for Valencia pursuant to this Agreement (collectively the "Work Product") are instruments of service for use by Valencia solely, and shall belong exclusively to Valencia. Unless otherwise specifically provided this provision does not apply to artistic performances, speeches and/or presentations.
- b. Intellectual Property. Contractor is responsible for obtaining the written consent of the owner of copyrighted material (if Contractor is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents. Contractor warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy. Contractor shall indemnify and defend Valencia against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which Valencia is responsible for receiving permission. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.
- c. Participant/Photo Release. Contractor consents to and authorizes Valencia, its agents, assignees, heirs, successors and licensees, perpetually and exclusively to use and reproduce the Contractor's photograph, silhouette or likeness, at no cost to Valencia, for display on Valencia's website, and/or to circulate and use the Contractor's photograph, silhouette or likeness for any and all purposes in any Valencia produced, sponsored and/or contracted media now known or herein devised, including but not limited to publication and advertising of every description, including print media, video, television, and the Internet. Furthermore, Contractor agrees that no advertisement or other material need be submitted to the Contractor for any further approval and Valencia shall be without liability to the Contractor for any distortion or illusionary effect

resulting from the publication of the Contractor's photograph or likeness by Valencia's agents, assignees, heirs, successors and licensees, and by third parties out of the control of Valencia.

d. Insurance.

The contractor shall obtain and maintain liability insurance for the full duration of the term of this contract and provide the College with a certificate of insurance. Insurance requirements are as follows:

1. Must maintain workers compensation insurance as required by state statute.
2. General Liability Insurance is required in the amount of \$1,000,000.
3. Auto Liability Insurance is required in the amount of \$1,000,000; any variations to insurance coverage must be approved in advance by the Risk Management Office.
4. Must name the Valencia District Board of Trustees as additional insured. Typical additional insured statement can be as follows: "The District Board of Trustees of Valencia College, Florida included as additional insured with respects to General and Auto Liability".
5. Certificate Holder will be as follows:

District Board of Trustees
Valencia College
1768 Park Center Drive
Orlando, FL 32835
Attn: Safety, Security and Risk Management

When certificate expires, Contractor shall provide a new updated certificate to the college, if still in the contract period.

e. Serving of Food.

If the Contractor is serving food at any college/campus location, an Orange County Department of Health Temporary Event Permit should be completed at least 3 days prior the event and a copy of the permit should be part of this Agreement.

6. General Terms and Conditions.

- a. Legal Authority. Contractor 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.
- b. Non-Assignment. Contractor 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. Valencia shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment in violation of this section.
- c. Entire Agreement. This Contract constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Contract. No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the Parties. All exhibits referenced in this Contract must be attached and initialed by the signatories.
- d. Waiver and Severability. 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. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

- e. Governing Law, Jurisdiction and Venue. This Contract shall be interpreted and enforced under the laws of the state of Florida. *This specifically includes Florida's laws regarding Public Records.* Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

7. Contractor's Indemnification.

The Contractor shall indemnify and hold harmless the College, its trustees, employees and officers from liability, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons or utilized by the Contractor in the performance of the Contract. This includes, but is not limited to, damages, liability, losses and costs arising from Contractor's responses to the attached Appendix A. This provision shall survive the expiration or termination of the Contract.

8. 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 facsimile transmission if a facsimile telephone number 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 contact:	Contractor's contact:
Name:	Name:
Org/Dept:	Attn:
Valencia College	Address:
Telephone: 407.582.	City, State, Zip:
Fax: 407.582.	Email:
Email:	Telephone:

9. Payment Terms.

Contractor agrees to perform the services at the fee stated below. Contractor understands that this is a lump sum contract and is inclusive of all expenses, costs associated with the Services, including equipment, materials and travel expenses. Attach copy of quotation.

TOTAL AMOUNT PAID TO CONTRACTOR \$ _____

Amount Written: _____

The parties agree that the Contractor shall be compensated as a lump sum payment after services have been satisfactorily rendered.

Preferred payment from the College is via E-commerce and provides for immediate payment after the services are completed. **Valencia College's payment term for payment by check is Net 30 days.**

COLLEGE:

REVIEWED FOR SUBSTANCE BY COLLEGE CONTACT:

Department

Signature

Printed Name/Office Phone Number

Date

APPROVED BY COLLEGE BUDGET MANAGER:

Signature of Budget Manager

Printed Name

Title

Date

FOR VALENCIA COLLEGE

APPROVED BY:

Loren Bender, Vice President, Operations & Finance

Date

CONTRACTOR:

By signing below, Contractor (or its representative) affirms that he/she is not an employee or officer of Valencia and does not have any other conflict of interest that would prevent him/her from doing business with Valencia under Florida law or Valencia's Policy 6Hx28:1-10, Policy against Improper Activities; Whistleblower Protection.

Signature

Printed Name

Title

Date

Attachment A Internal Revenue Service Contractor or Employee Test

Mistakenly classifying an employee as an independent contractor can result in significant fines and penalties. There are 3 classifications used by the IRS to help determine the correct classification as a “Contractor” or “Employee”. The IRS provides a checklist of identifying factors as a test to help make this determination. The identifying factors are intended as a guide – the IRS states that the importance of each factor depends on the individual circumstances. *The definitions below are intended to help you understand the identifying factors used in the below IRS Test.*

Sign your name in the “Signature of Contractor” space below the checklist when completed

1. Behavioral control

Facts that show whether the business has a right to direct and control how the worker does the task for which the worker is hired include the type and degree of:

- a. *Instructions the business gives the worker.* An employee is generally subject to the business' instructions about when, where, and how to work. All of the following are examples of types of instructions about how to do work:
 - a. When and where to do the work
 - b. What tools or equipment to use
 - c. What workers to hire or to assist with the work
 - d. Where to purchase supplies and services
 - e. What work must be performed by a specified individual
 - f. What order or sequence to follow
- b. The amount of instruction needed varies among different jobs. Even if no instructions are given, sufficient behavioral control may exist if Valencia College has the right to control how the work results are achieved. A business may lack the knowledge to instruct some highly specialized professionals; in other cases, the task may require little or no instruction. The key consideration is whether the business has retained the right to control the details of a worker's performance or instead has given up that right.
- c. *Training the business gives the worker.* An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods.

2. Financial control

Facts that show whether the business has a right to control the business aspects of the worker's job include:

- a. *The extent to which the worker has unreimbursed business expenses.* Independent contractors are more likely to have unreimbursed expenses than are employees. Fixed ongoing costs that are incurred regardless of whether work is currently being performed are especially important. However, employees may also incur unreimbursed expenses in connection with the services they perform for their business.
- b. *The extent of the worker's investment.* An employee usually has no investment in the work other than his or her own time. An independent contractor often has a significant investment in the facilities he or she uses in performing services for someone else. However, a significant investment is not necessary for independent contractor status.
- c. *The extent to which the worker makes services available to the relevant market.* An independent contractor is generally free to seek out business opportunities. Independent contractors often advertise, maintain a visible business location, and are available to work in the relevant market.
- d. *How the business pays the worker.* An employee is generally guaranteed a regular wage amount for an hourly, weekly, or other period of time. This usually indicates that a worker is an employee, even when the wage or salary is supplemented by a commission. An independent contractor is usually paid by a flat fee for the job. However, it is common in some professions, such as law, to pay independent contractors hourly.

- e. *The extent to which the worker can realize a profit or loss.* Since Valencia College usually provides employees a workplace, tools, materials, equipment, and supplies needed for the work, and generally pays the costs of doing business, employees do not have an opportunity to make a profit or loss. An independent contractor can make a profit or loss.

3. Type of relationship

Facts that show the parties' type of relationship include:

- a. *Written contracts describing the relationship the parties intended to create.* This is probably the least important of the criteria, since what really matters is the nature of the underlying work relationship, not what the parties choose to call it. However, in close cases, the written contract can make a difference.
- b. *Whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay, or sick pay.* The power to grant benefits carries with it the power to take them away, which is a power generally exercised by Valencia College over employees. A true independent contractor will finance his or her own benefits out of the overall profits of the enterprise.
- c. *The permanency of the relationship.* If Valencia College engages a worker with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence that the intent was to create a Valencia College-employee relationship.
- d. *The extent to which services performed by the worker are a key aspect of the regular business of the Valencia College.* If a worker provides services that are a key aspect of Valencia College's regular business activity, it is more likely that Valencia College will have the right to direct and control his or her activities. For example, if a law firm hires an attorney, it is likely that it will present the attorney's work as its own and would have the right to control or direct that work. This would indicate a Valencia College-employee relationship.

**Valencia College
Employee or Independent Contractor Checklist**

CONFIDENTIAL

Identifying Factors	YES	NO
Control factors:		
Valencia College provides training to worker	<input type="checkbox"/>	<input type="checkbox"/>
Worker works on-site	<input type="checkbox"/>	<input type="checkbox"/>
Worker works off-site*	<input type="checkbox"/>	<input type="checkbox"/>
Valencia College supervises worker's job	<input type="checkbox"/>	<input type="checkbox"/>
Worker has regular work hours	<input type="checkbox"/>	<input type="checkbox"/>
Worker has irregular work hours*	<input type="checkbox"/>	<input type="checkbox"/>
Valencia College sets work hours	<input type="checkbox"/>	<input type="checkbox"/>
Financial factors:		
Worker is salaried	<input type="checkbox"/>	<input type="checkbox"/>
Valencia College sets hourly rate	<input type="checkbox"/>	<input type="checkbox"/>
Valencia College provides tools/equipment to worker	<input type="checkbox"/>	<input type="checkbox"/>
Worker invests in tools/equipment for use in job*	<input type="checkbox"/>	<input type="checkbox"/>
Worker receives benefits from Valencia College	<input type="checkbox"/>	<input type="checkbox"/>
Worker has ability to have profit or loss from job*	<input type="checkbox"/>	<input type="checkbox"/>
Worker pays own expenses*	<input type="checkbox"/>	<input type="checkbox"/>
Relationship factors:		
Worker and Valencia College have contract for services or products*	<input type="checkbox"/>	<input type="checkbox"/>
Worker can hire others to complete a task*	<input type="checkbox"/>	<input type="checkbox"/>
Worker and Valencia College have long-term work relationship	<input type="checkbox"/>	<input type="checkbox"/>
Work relationship relates only to contract work*	<input type="checkbox"/>	<input type="checkbox"/>
Worker performs similar projects for other companies*	<input type="checkbox"/>	<input type="checkbox"/>
Worker works only for Valencia College	<input type="checkbox"/>	<input type="checkbox"/>

Printed Name of Contractor

Signature of Contractor

Date

Carefully review the identifying factors in this test. If you select "Yes" for a majority of the identifying factors marked with an asterisk (*) you may be classified as an independent contractor, otherwise, you may be classified as an employee. **Only an Independent Contractor may enter into an Independent Contractor Agreement with Valencia College.**

Minimum Insurance Requirements for Contracts

Minimum Insurance Requirements for Contracts

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VI. MINIMUM INSURANCE REQUIREMENTS MATRIX

Insurance Requirements for Contracts

I. SCOPE

The following insurance requirements have been designed to facilitate the execution of contracts by duly authorized officers of Valencia College. They are to be applied to all contracts entered into by Valencia College with entities that include but are not limited to: for profit businesses supplying goods or services, not for profit businesses and organizations, independent consultants, students, student organizations and other academic institutions, including research awards and sub-awards. (For the purposes of this document, all of these entities will be referred to as “contractor / vendor”) Where the following topics only apply in certain situations, it is noted in that section of the document.

II. INSURANCE COVERAGE

Insurance coverage serves as part of the financial backing for the liability assumed by a contracting party through the indemnification language in a contract. Instead of intentionally utilizing its own assets to support the liability, the contracting party is transferring the risk to the insurance company in return for payment of the insurance premium. Without insurance, most contractors/vendors would not be able to meet their indemnification obligations when a significant loss occurs.

Risk Management requires that all contractor/vendor insurance policies be written on a primary basis and be non-contributory with any other insurance coverages and/or self-insurance carried by Valencia. Coverage should be provided by a carrier approved to do business in the state of Florida.

The coverages and minimum limits that Risk Management requires are a reflection of the perceived risk potential that the activities of the contractor/vendor could impose onto Valencia, but in no way limits the liability of the contractor/vendor. If the contractor/vendor has no insurance coverage or inadequate limits to cover the cost of a contract related claim(s), Valencia will seek a court order to attach the contracting party’s assets to satisfy indemnity against incurred damages.

For most contractors/vendors, Risk Management will generally require the contract/agreement reflect a minimum level of insurance limits on four types of insurance coverage: Commercial General Liability, Workers’ Compensation, Business Automobile Liability and Umbrella or Excess Liability.

Entities/organizations that are totally self-insured are not required to carry insurance or carry a deductible/retention greater than \$250K on any required coverage must attest that they possess the necessary amount of unencumbered financial assets to support their retained risk financing exposure(s).

Safety Security and Risk Management***COMMERCIAL GENERAL LIABILITY:***

Commercial General Liability is a broad based insurance that covers the liability assumed in the performance of the general, non-professional activities of many businesses. In most cases the General liability insurance will be the primary policy responding to negligent acts or conditions (e.g. a person injured from a tool dropped or mishandled by a contractor/vendor).

Contractors, vendors and other outside businesses and organizations that want to do business with Valencia or otherwise conduct business on Valencia's property will be required to provide evidence of commercial general liability insurance and to name Valencia as an additional insured to the organization's insurance policy. (Please see the Certificates of Insurance section below for required wording). Examples of outside businesses and organizations that will be required to meet these requirements include but are not limited to: consultants; construction contractors and other building services contractors (electricians, plumbers and HVAC); vendors providing campus event activities and services; and non-affiliated organizations using Valencia facilities for meetings, seminars, athletic events, etc.

The minimum amount of insurance limits required by Risk Management is based on the level of risk involved with the type of service provided or activity taking place and the scope and nature of the project to be completed. (E.g. could negligent work by the contractor/vendor result in significant damage to Valencia's property, business operations or injury to Valencia's students, employees or visitors)?

WORKERS' COMPENSATION:

Workers' Compensation covers an employer's statutory financial obligation to pay the costs associated with an employee's medical treatment and lost wages due to a work related injury or illness. With very limited exceptions, state laws require all businesses are required to either purchase workers' compensation coverage or become an authorized self-insurer by statute. Refer to Florida Statutes Chapter 440 regarding Workers Compensation coverage requirements and exemptions.

Employer's liability covers an employer's liability for bodily injury to employees occurring within the scope of their employment when that liability is not covered by workers' compensation. This coverage generally applies when an employee alleges that the employer's negligence or failure to provide a safe workplace was the cause of the employee's injury or illness. Employer's liability is normally provided in conjunction with the workers' compensation coverage in a single unified policy.

In situations where the contractor/vendor will be engaged in operations/services on Valencia owned property, the contractor/vendor will be required to carry Workers' Compensation and Employer's Liability insurance. It is the responsibility of the contractor/vendor to provide proof/documentation that they are exempt from statutory requirements of having Workers' Compensation insurance, if they qualify for such.

Safety Security and Risk Management***BUSINESS AUTOMOBILE LIABILITY:***

Business Automobile Liability insurance covers the liabilities assumed by a business when the type of motor vehicles required to be licensed for operation on public roads are used in the course of their business activities. In situations where the contracting party will be utilizing motor vehicles (owned, hired or borrowed) to perform operations/provide services on Valencia owned property, the contracting party will be required to carry Business Automobile Liability insurance. If the contractor/vendor will be transporting hazardous substances or passengers for hire, they must meet all State and Federal licensing requirements.

UMBRELLA / EXCESS LIABILITY:

Umbrella/Excess Liability insurance provides additional coverage limits over a primary (GL) insurance policy. Excess Liability only applies to a single policy. An Umbrella Liability policy can apply to multiple policies. A standard umbrella liability policy generally provides additional limits to a business's Commercial General Liability, Business Automobile Liability and Employer's Liability policies.

A contractor/vendor's Primary and Excess/Umbrella Liability limits can be added together to meet Risk Management's minimum required limit(s) for an individual line of coverage. For example, if the contractor/vendor is required to carry \$2m in Commercial General Liability limits and the insurance certificate shows \$1m Commercial General Liability and \$1m or more in Umbrella Liability limits, this would comply with the required \$2m limit.

The minimum required limits may be increased if the scope and/or risk associated with the contractor/vendor activities are greater than the usual Valencia activities/projects.

III. OTHER LINES OF INSURANCE COVERAGE

Certain types of contracts and activities will result in additional required insurance coverages for the contractors/vendors performing them. The additional coverages include but are not limited to:

PROPERTY INSURANCE:

Property insurance reimburses the policyholder for damage to or theft of their real and personal property (buildings, contents and other items of property not specifically excluded). It can also protect against extra expenses and lost business income resulting from the damage to or theft of insured property.

Requirements to carry property insurance will generally be limited to lease agreements with Commercial tenants. The tenant will be required to carry "Broad Form" property insurance (including breakage of glass from any source whatsoever) to all property of the tenant, including all betterments and improvements made to the building by the tenant, in an amount equal to the replacement cost value of the property. Property insurance is also required of the contractor/vendor if they will have care, custody or control of Valencia-owned personal property.

Safety Security and Risk Management

Valencia's Property Insurance does not respond to losses for non-owned property (borrowed, leased, etc.) unless the College has assumed liability by way of a written contract or agreement.

POLLUTION LIABILITY INSURANCE:

If the contracting party engages in a business that works with or uses a material, produces a product or waste considered to be a "hazardous material or waste" under and local, state or federal law/regulation, (which includes but is not limited to: flammable explosives, radioactive materials, known carcinogenic materials, volatile chemicals and biological contaminants), they will be required to carry Pollution Liability insurance coverage. The policy must cover the Contractor's completed operations. This insurance must include sudden and gradual coverage for third-party liability including defense costs and completed operations. The coverage must be maintained during the term of the contract/lease and at least three (3) years following its completion/termination.

PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE:

Certain types of contractors/vendors perform activities that are highly specialized professional services and are not fully covered under a Commercial General Liability policy. In addition to the four basic coverages previously described, these contractors/vendors will be required to carry Professional (Errors and Omissions) Liability insurance. Contractors/vendors that are required to carry Professional E&O Liability insurance include but are not limited to: Law Firms, Architects, Medical Professionals, Environmental Consultants, Engineers, Security Companies, Accountants, Investment Managers and Insurance Brokers.

The liability exposures created by an improper act, error or omission in the performance of professional services can be very significant. Without insurance, nearly all professional contractors/vendors would not be able to meet their indemnification obligations when a significant loss occurs. Were this to occur, Valencia would have no readily available source of funding to compensate for the financial loss created by the contractor/vendors actions and would have to pay for the unbudgeted loss out of the operating funds intended to support the educational and research missions of the university. The coverage must be maintained during the term of the contract/lease and at least three (3) years following its completion/termination.

CRIME INSURANCE:

When a contractor/vendor's services include handling or having access to Valencia money, securities and other negotiable instruments, the contractor/vendor will be required to have a Commercial Crime (Fidelity) policy or if they are a financial institution, a Financial Institution Bond.

CONTRACT BONDS:

Contract Bonds provide a financial guarantee that a contractor / vendor will provide the service or product promised in a contract. The most common type is a Performance Bond. A Performance Bond provides a financial guarantee that the contractor / vendor will provide the service / product per the terms agreed to in the contract. Valencia will generally require Performance Bonds for construction projects valued at greater than \$1,000,000.

IV. CERTIFICATES OF INSURANCE AND POLICY ENDORSEMENTS

A Certificate of Insurance (COI) is a simple, standardized way of documenting proof of insurance coverages. Although a certificate of insurance is not legally binding and does not impose any obligation onto the insurance company(s) listed, it does serve to identify the key information about the contractors/vendors insurance. Valencia College will accept a properly completed ACORD 25 (liability) and ACORD 28 (commercial property) Certificate of Insurance forms as sufficient proof of insurance.

In order to assure that Valencia has been properly afforded additional insured status on a contractor's/vendor's policy, the following statement, or one similar, must be on the COI or an endorsement. ***“Valencia College District Board of Trustees and Valencia Foundation are included as additional insured with respects to the required coverages”***. The address for certificate holder should be as follows:

Valencia College, District Board of Trustees
P.O. Box 3028
Orlando, FL 32802

Prior to finalizing the contract, the contractor/vendor will be required to provide the certificate of insurance to the Procurement Office or Risk Management office.

V. OTHER KEY CONSIDERATIONS

GOVERNMENTAL TORT IMMUNITY:

Valencia enters into many contracts with governmental (States, Cities, Towns, etc.) and quasi-governmental entities. Governmental entities are generally **immune** from liability for lawsuits in accordance with the principle of sovereign immunity. However, many states, including Florida have enacted statutes that provide for waiver of such immunity for certain types of tort actions by government employees. Because of this, a governmental or quasi-governmental entity may assert immunity from liability matters related to the contract and they may or may not maintain any of the required insurance coverages.

Additionally, applicable state statutes may prohibit Valencia from enforcing the indemnification clause in the contract. If this situation arises, The Office of the General Counsel and Risk Management should be consulted to determine the most appropriate course of action for the College.

FOREIGN (NON-US BASED) CONTRACTORS / VENDORS:

Valencia may enter into contracts with non-US based organizations where typical insurance policy structure and limits may be expressed differently and may afford substantially less coverage than what is commonly carried by similar US based organizations. Standard practice is to include the insurance requirements established by Risk Management in the agreement.

Safety Security and Risk Management

If insurance information is provided in terms other than US Dollars, Research Administration must perform a currency conversion calculation that will value the limits in US Dollars. If the foreign organization does not maintain all of the required insurance coverage or the required limits of coverage, the Office of the General Counsel in conjunction with the applicable contracting area and Risk Management will perform the appropriate level of analysis to assess the risks associated with the work that the contractor/vendor will be performing.

SELF INSURED CONTRACTORS / VENDORS:

Contractors/vendors that have implemented a formal, structured self-insurance program (e.g. captive insurance company, risk retention group) or carry a deductible/retention greater than \$250K per claim on any required coverage must attest in writing that they have excess insurance or reinsurance and that they possess the necessary amount of unencumbered financial assets to support their retained risk financing exposure(s).

LOSS DOCUMENTATION AND INVESTIGATION:

In the event of an insurance claim or lawsuit arising from the improper performance or failure to perform the requirements of a contract, the Valencia department that initiated the contract must cooperate with Risk Management and The Office of The General Counsel in securing all needed information and documentation concerning the contract. Also, to the extent possible, the Valencia department that initiated the contract will help to secure the cooperation of the contractor/vendor in adjudicating an insurance claim.

MATRIX KEY

- | |
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| <p>A. Automobile Liability insurance is required for contractors/vendors where they transport Valencia property, transport Valencia employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.</p> |
| <p>B. Employers Liability limits are \$500,000 per each occupational accident /\$500,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor/vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$5,000,000 policy aggregate.</p> |
| <p>C. Any contractor/vendor that is required to have GL, AL and WC is also required to have an Umbrella policy with a minimum limit of \$1,000,000. Any contractor/vendor that is required to maintain General Liability and/or Auto Liability insurance and does not meet the minimum College requirements may elect to obtain an Umbrella policy in an amount that is consistent with the indicated minimum requirement; this is in lieu of increasing each policy's dollar threshold(s).</p> |
| <p>D. Crime coverage will be required if the contractor/vendor directly handles or has access to computer systems that administer Valencia money, securities or other negotiable instruments.</p> |
| <p>E. If the contractor/vendor can document that their Professional Liability coverage is contained in their GL Policy, a separate Professional Liability Policy is not required.</p> |

VALENCIA COLLEGE MINIMUM INSURANCE REQUIREMENTS: MATRIX

Attachment E

FINANCE	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Accountant (bookkeeping services)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	N/A
Accountant (accounts receivables)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	N/A
Financial Advisor / Asset Management	\$1,000,000	\$10,000,000	A	B	C	\$10,000,000	N/A
Financial Advisor / Tax Consultant	\$1,000,000	\$10,000,000	A	B	C	D	N/A

CONSTRUCTION & BUILDING RELATED SERVICES	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Architect (interior design services)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Architect (structural integrity audits)	\$1,000,000	\$2,000,000	A	B	C	N/A	N/A
Architect (building structural design)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Asbestos Abatement	\$5,000,000	N/A	A	B	C	N/A	\$10,000,000
Boiler/Chiller Installation	\$5,000,000	N/A	A	B	C	N/A	N/A
Cleaning	\$1,000,000	N/A	A	B	C	N/A	N/A
Construction Project Management	\$1,000,000	\$10,000,000	A	B	C	D	N/A
Debris Removal (hauling co.)	\$5,000,000	N/A	A	B	C	N/A	N/A
Hazardous Material Removal (hauling)	\$5,000,000	N/A	A	B	C	N/A	\$10,000,000
Electricians	\$2,000,000	N/A	A	B	C	N/A	N/A
Elevator Work	\$5,000,000	N/A	A	B	C	N/A	N/A
Engineer (licensed-all types)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Environmental Consult. Phase I ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Environmental Consult. Phase II ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	\$5,000,000
Environmental Consult. Phase III ESA	\$1,000,000	\$5,000,000	A	B	C	N/A	\$5,000,000
Environmental Remediation	\$5,000,000	\$5,000,000	A	B	C	N/A	N/A
Expeditor	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Exterior Contractors (facades, roofs, Sidewalks, concrete work)	\$3,000,000	E	A	B	C	N/A	N/A
Exterminators	\$3,000,000	N/A	A	B	C	N/A	\$1,000,000
HVAC (other than boilers)	\$2,000,000	N/A	A	B	C	N/A	N/A
Intercoms/Cameras/Telecom.	\$1,000,000	N/A	A	B	C	N/A	N/A
Interior Contractors	\$2,000,000	N/A	A	B	C	N/A	N/A
Landscape Designers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Landscaping (use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	\$1,000,000
Landscaping (no use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A
Movers	\$2,000,000	N/A	A	B	C	N/A	N/A

VALENCIA COLLEGE MINIMUM INSURANCE REQUIREMENTS: MATRIX

Attachment E

CONSTRUCTION & BUILDING RELATED SERVICES, Cont.	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/Pollution Liability
Painter/Floor Scrapping	\$1,000,000	N/A	A	B	C	N/A	N/A
Plumbers	\$2,000,000	N/A	A	B	C	N/A	N/A
Roof Tanks	\$5,000,000	N/A	A	B	C	N/A	N/A
Scaffolding Companies	\$5,000,000	N/A	A	B	C	N/A	N/A
Suppliers delivering, no installing	\$1,000,000	N/A	A	B	C	N/A	N/A
Suppliers delivering, installing product	\$2,000,000	N/A	A	B	C	N/A	N/A

INFORMATION TECHNOLOGY	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/Pollution Liability
Data Analysis	\$1,000,000	N/A	A	B	C	D	N/A
Database Analysis	\$1,000,000	E	A	B	C	D	N/A
Database Management	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Network Administration (existing systems)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Network Development (turnkey services)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Programmer	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (code writing)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (custom package)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (database design)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Licensing ("off the shelf")	\$1,000,000	N/A	A	B	C	D	N/A
Telecom Administration	\$1,000,000	N/A	A	B	C	D	N/A
Telecom Design	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Web Administrator	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Web Designer	\$1,000,000	\$1,000,000	A	B	C	D	N/A

MEDICAL CONSULTING	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/Pollution Liability
Medical/Dental Services (research only)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Medical Data Analysis	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Medical Testing	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Optic designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Ancillary Professionals: (Psychologist, Psychiatrist, Nurse, Resp. Therapist, Physical Therapist, Massage Therapist)	\$1,000,000	\$1,000,000/ \$1,000,000	A	B	C	N/A	N/A
High Risk Specialties: (Obstetrics, Ortho & Neuro Surg., Emer. Med., Gen & Thor Surg.)	\$1,000,000	\$2,000,000/ \$6,000,000	A	B	C	N/A	N/A

VALENCIA COLLEGE MINIMUM INSURANCE REQUIREMENTS: MATRIX

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MEDICAL CONSULTING Cont.	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Office based: Physician assist. Nurse Practitioner, Midwife	\$1,000,000	\$1,000,000/ \$3,000,000	A	B	C	N/A	N/A
Psych/Behavior Services, (research support)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

MANAGEMENT/BUSINESS ADVISORY	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Curriculum Developer/Director	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Legal (litigation support)	\$1,000,000	\$5,000,000	A	B	C	\$5,000,000	N/A
Legal (regulatory compliance)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Management/Business Consultant	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Project Manager	\$1,000,000	N/A	A	B	C	D	N/A

COMMUNICATIONS	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Advertising Agent (sales)	\$1,000,000	N/A	A	B	C	N/A	N/A
Community Organizer	\$1,000,000	N/A	A	B	C	N/A	N/A
Lobbyist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Marketing/Promotional Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Public Relations/Communications	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Training (onsite)	\$1,000,000	N/A	A	B	C	N/A	N/A

HUMAN RESOURCES	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Employee Benefits: (administrative services)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Employee Benefits: (design and implement)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Executive Search Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Seminar Facilitator/Leader	\$1,000,000	N/A	A	B	C	N/A	N/A

PRINT RELATED SERVICES	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Editor	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Graphic Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Indexers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Literary Editor (print, on line, or NOC)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

VALENCIA COLLEGE MINIMUM INSURANCE REQUIREMENTS: MATRIX

Attachment E

PRINT RELATED SERVICES Cont.	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Literary Translators	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Media Producer (audio/visual)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Writer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

ENTERTAINMENT/EVENT SERVICES	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Actor, (not through event planner)	\$500,000	N/A	A	B	C	N/A	N/A
Announcer, (radio & television)	\$1,000,000	N/A	A	B	C	N/A	N/A
Art Conservator/Curator	\$1,000,000	N/A	A	B	C	N/A	N/A
Artist (all media)	\$1,000,000	N/A	A	B	C	N/A	N/A
Caterer	\$1,000,000	N/A	A	B	C	N/A	N/A
Competition Judge	N/A	N/A	A	B	C	N/A	N/A
Event/Meeting Planner	\$1,000,000	N/A	A	B	C	N/A	N/A
Musician (not through event planner)	\$500,000	N/A	A	B	C	N/A	N/A
Performing Artist							
➤ Individual	N/A	N/A	N/A	N/A	N/A	N/A	N/A
➤ Individual with Equipment	\$500,000	N/A	N/A	N/A	N/A	N/A	N/A
➤ Entity	\$500,000	N/A	N/A	N/A	N/A	N/A	N/A
Photographer/Videographer	\$500,000	N/A	A	B	C	N/A	N/A
Piano/Organ Tuner	\$1,000,000	N/A	A	B	C	N/A	N/A
Video & Audio Editors/Production	\$1,000,000	N/A	A	B	C	N/A	N/A

MICELLANEOUS, ALL OTHER	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Appraiser	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Archaeologist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Claims Administrator/Claims Analyst	\$1,000,000	N/A	A	B	C	D	N/A
Risk Management/Commercial Insurance	\$1,000,000	\$1,000,000	A	B	C	\$5,000,000	N/A
Speaker/Lecturer	N/A	N/A	A	B	C	N/A	N/A
Special Events: High Risk: (carnival rides, climbing walls, mechanical bulls, etc.)	\$2,000,000	N/A	A	B	C	N/A	N/A
Special Events: Low/Mod Risk (caterers, amusements, games etc.)	\$1,000,000	N/A	A	B	C	N/A	N/A
Sports Trainer/Coach	\$1,000,000	N/A	A	B	C	N/A	N/A
Translator	\$1,000,000	\$1,000,000	\$1,000,000	B	C	N/A	N/A

VALENCIA COLLEGE MINIMUM INSURANCE REQUIREMENTS: MATRIX

Attachment E

MICELLANEOUS, ALL OTHER, Cont.	General Liability	Professional Liability	Automobile Liability	Worker's Compensation	Umbrella	Crime	Environmental/ Pollution Liability
Transportation: Livery/Taxi	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A
Transportation: Charter Bus							
➤ 5-10 passengers per vehicle	\$1,000,000	N/A	\$5,000,000	B	C	N/A	N/A
➤ 11-20 passenger per vehicle	\$1,000,000	N/A	\$10,000,000	B	C	N/A	N/A
➤ Over 20 passengers per vehicle	\$1,000,000	N/A	\$20,000,000	B	C	N/A	N/A

MATRIX KEY

- A.** Automobile Liability insurance is required for contractors/vendors where they transport Valencia property, transport Valencia employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
- B.** Employers Liability limits are \$500,000 per each occupational accident /\$500,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor/vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$5,000,000 policy aggregate.
- C.** Any contractor/vendor that is required to have GL, AL and WC is also required to have an Umbrella policy with a minimum limit of \$1,000,000. Any contractor/vendor that is required to maintain General Liability and/or Auto Liability insurance and does not meet the minimum College requirements may elect to obtain an Umbrella policy in an amount that is consistent with the indicated minimum requirement; this is in lieu of increasing each policy's dollar threshold(s).
- D.** Crime coverage will be required if the contractor/vendor directly handles or has access to computer systems that administer Valencia money, securities or other negotiable instruments.
- E.** If the contractor/vendor can document that their Professional Liability coverage is contained in their GL Policy, a separate Professional Liability Policy is not required.

CASH MANAGEMENT RULES RELATED TO FEDERAL STUDENT FINANCIAL AID (TITLE IV)

On October 30, 2015 the US Department of Education (USDOE) released [final cash management regulations under Federal Register Vol. 80 No. 2010](#) which amends sections of the Student Assistance General Provisions regulations under the Higher Education Act of 1965, as amended. The final regulations are intended to ensure students have convenient access to their Title IV (Pell, Direct Loans, SEOG) program funds, do not incur unreasonable or uncommon account fees, and are not led to believe they must open a particular financial account in order to receive these funds.

Under the new rules, the USDOE defines arrangements with a third-party servicer as either Tier One (T1) or Tier Two (T2) arrangements. Valencia College's current arrangement with Higher One falls under the T1 category because they perform one or more of the functions associated with processing direct payments of Title IV funds on behalf of the institution and offer one or more financial (bank) accounts under our arrangement.

Unless otherwise noted, the following provisions are effective July 1, 2016.

1. Students must be informed in writing that they are not required to open an account with a certain provider.
2. When either Valencia or Higher One describes refund choices, a student's existing bank account must be listed as first option, and there can be no preselected disbursement method.
3. Although checks do not have to be offered as a refund choice, Valencia must be able to pay student Title IV funds within 14 days once the credit balance is posted to student account. Consequently, if student does not select an electronic payment method (i.e. student does not supply bank account information), a check must be issued.
4. Student choosing an existing bank account may not be subjected to a process that is any more cumbersome than the one used to select bank account tied to third party servicer.
5. For Higher One bank accounts only:
 - a. Valencia must acquire a student's written consent to open bank account before Valencia Debit Card (access device) is mailed to student.
 - b. Valencia may only share with Higher One directory information (important to define institution's elements of "directory information"), VID, disbursement amount, and a "shared secret" such as birthdate. However, rule states that this information can only be shared to support making direct payments of Title IV program funds which raises concerns since Title IV disbursements may be comingled with other types of refunds payments.
 - c. Valencia must inform students of terms and conditions of Higher One bank accounts, including major features and commonly assessed fees by linking to URL, before account is opened. *Note: USDOE is working in conjunction with Consumer Financial Protection Bureau to develop a uniform disclosure template, so this provision is not effective until July 1, 2017.*
 - d. Student must have convenient access to their Title IV funds in part and up to the entire credit balance through a surcharge-free ATM network with a "sufficient number of machines" so funds are "reasonably available" to students. This means that a student must be able to withdraw entire Title IV credit balance,

CASH MANAGEMENT RULES RELATED TO FEDERAL STUDENT FINANCIAL AID (TITLE IV)

regardless of the amount, from the Higher One ATMs. Students may not be redirected to other ATMs, such as Central Florida Credit Union, to obtain Title IV funds since ATM fees may be charged.

- e. A student may not be charged any fees by Higher One until amount of Title IV funds in account has been depleted, a considerable challenge, since student disbursement may be a mixture of Title IV and non-Title IV program funds.
6. Valencia must publish Higher One contract on website and provide USDOE with URL of contract, so agency can include in a centralized public database. *Effective September 1, 2016.*
7. Valencia must report on website number of students with Higher One bank accounts during the most recently completed award year, as well as the mean and median costs incurred by the account holders. *Effective July 1, 2016.*
8. Valencia must conduct due diligence reviews every two years to determine that fees charged to Higher One account holders are "consistent with or below prevailing market rates".
9. Higher One contract must allow for termination of arrangement by Valencia based on complaints received from students or a determination by the school that the account fees are not consistent with or higher than market rates.

Given that the USDOE requires that Valencia take a proactive approach to ensure that Higher One is complying with the new regulations for T1 financial arrangements, it is recommended that a group including representatives from Legal Counsel, Financial Aid, Student Services, Accounting, OIT, and any other key stakeholders convene in January 2016 to determine action items needed. Some of the items for consideration are listed below.

1. Review terms of Higher One contract.
2. Determine if another method of disbursing student funds should be implemented to comply with new rules by July 1, 2016 given system and time constraints.
3. Document how student disbursements beginning July 1, 2016 will meet new cash management regulations.