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We understand that website users who have disabilities may use the website with the assistance of technology, including screen readers, captioning, transcripts, and other auxiliary aids and services. We are committed to providing all website users with information about our services and alternative ways we can offer these services.

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- Your name
- Your phone number
- Your email address
- The date and time you encountered the problem
- The web page or address where the problem occurred
- What occurred or what you were unable to do
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### Lake-Sumter State College DISTRICT BOARD OF TRUSTEES Wednesday, July 24, 2019 Board Room 210-Leesburg Campus

CALL TO ORDER       Mr. Wall         PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE        PUBLIC COMMENT          (If you wish to make a Public Comment at this meeting, at least 15 minutes before the start of the meeting, please see Recording Secretary for a Speaker's Card)          PRESENTATIONS        Lake Technical College Partnership Update		
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# Calendar Notes:

# NO BOARD MEETING IN AUGUST

Convocation: Tuesday,	August 13, 2019- 9 a.m. (Paul P. Williams, Fine Arts Auditorium)
Planned Giving: Frid	ay, August 23, 2019- 8 a.m. (AdventHealth Waterman, Tavares)
Ann Dupee Simulation Cen	ter Ceremony: Mon., Sept. 9, 2019- 2 p.m. (SH132, Science Health Partnership Building)
Executive Committee: Tue	sday, September 10, 2019, (Leesburg Campus, President's Office)
NEXT BOARD MEETING:	Wednesday, September 18, 2019 (Leesburg Campus)
Athletics Golf Invitational:	Friday, September 20- 8 a.m. (Harbor Hills Golf Club)
Distinguished Alumni:	Thursday, Oct. 17- 6 p.m. (Mission Inn Resort)
Employee Service Day:	Friday, October 18- All Day (TBD)
Monster Dash 5K/10K	Saturday, October 26, 8 a.m. (LSSC Leesburg Campus)
Commencement:	Friday, December 6, 2019 (LSSC Gymnasium)
Trustees Legislative Confe	rence: January 15-16, 2020 Tallahassee, FL (TBD)

# NO BOARD MEETING IN DECEMBER



Present to the Board: July 24, 2019

TO: Lake-Sumter State College District Board of Trustees

FROM: Stanley M. Sidor Str. Sigh

RE: 483 – Minutes of June 19, 2019 Board Meeting/Budget Workshop Meeting, July 9 & 16, 2019 Special Board Meetings

### **OVERVIEW:**

Attached are the minutes of June 19, 2019 regular board meeting and workshop.

### ANALYSIS:

The minutes are for the board's approval.

## **RECOMMENDATION:**

It is recommended that the Board approve this item as written.

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT JULY 16, 2019

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 8:00 p.m. on July 16, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Bryn Blaise, Marcia Butler, Jennifer Hill, Jennifer Hooten, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

### NEW BUSINESS

### <u>Approval of \$2 per Credit Hour Security Equipment Fee & Capital Improvement Fee</u> 2019-471&472

Dr. Sidor reported that he met with Commissioner Richard Corcoran, Chancellor Hebda, and 26 of the 28 Florida College System Presidents. Dr. Sidor recommends the approval of the Security Equipment Fee and the Capital Improvement Fee.

Emily Lee made a motion to recommend the approval of the \$2.00 per credit hour security fee and Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

Emily Lee made a motion to recommend the approval of the \$2.00 per credit hour Capital Improvement fee and Bryn Blaise seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at 8:15 a.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D. Secretary/College President

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT JULY 9, 2019

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 4:08 p.m. on July 9, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Jennifer Hill, Bret Jones, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

### NEW BUSINESS

### <u>Approval of \$2 per Credit Hour Security Equipment and Capital Improvement Fee</u> 2019-471&472

Dr. Sidor reported that he has been in discussions with Chancellor Hebda and Commissioner Corcoran to discuss our proposed fee increases. A meeting is scheduled for Monday, July 15 in Orlando with all College Presidents, Commissioner Corcoran, and Chancellor Hebda to offer some flexibility with fees, due to the legislative outcome.

After a lengthy discussion, Dr. Sidor recommended to the board that we hold off on the vote to approve the fee increases until after the July 15<sup>th</sup> meeting in Orlando. The board scheduled a special meeting for Tuesday, July 16 at 8 a.m.

Bret Jones made a motion to continue the discussion and vote on the two fees at the next meeting on July 16<sup>th</sup> and Tim Morris seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Jones, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at 4:45 p.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D. Secretary/College President

	Present: lennifer Hill. Brvn Blaise. Bret lones. Tim Morris. and Pete Wahl	
staff: Dr. Heather Big	Staff: Dr. Heather Bigard, Andrew Bicanovsky, Dr. Stanley Sidor, and Dr. Doug Wymer	
Topic	Discussion	Action / Next Steps
Welcome/Call to Order	Jennifer Hill welcomed everyone and called the meeting to order at 2:30 p.m.	
Meeting		
Facilities Committee:	Dr. Sidor provided an update on his recent conversations with Chancellor Hebda about our most critical facility repair needs. He and Dr. Bigard met with the Chancellor last week and shared a full report of the condition analysis of our roofs, HVAC systems, fire panels, and parking lots. The committee engaged in a discussion about prioritizing repairs to ensure the safety of our faculty, staff, and students.	
	The committee discussed the current enrollment, which continues to trend toward online delivery and our classroom utilization rates.	
	Dr. Wymer explained that many of our online courses are hybrid and still require some on-campus "seat" time. Dr. Bigard and Andrew Bicanovsky explained the current impact of utilization on funding for facilities.	
	Unfortunately, the funding formula is not being used to allocate funds for facilities to FCS institutions. The committee asked the administration to review the current utilization of space, enrollment, and funding impact and recommend a more efficient use of our instructional facilities and financial	
	resources.	
Adjourned	The meeting adjourned at 3:55 p.m.	
	Recording Secretary: Claudia Morris	

LAKE-SUMTER STATE COLLEGE FACILITIES COMMITTEE MEETING

Tuesday, July 9, 2019

ALLESI:

Jennifer Hill, Chair

Secretary/College President Stanley M. Sidor, Ed. D.

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT JUNE 19, 2019

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 5:00 p.m. on June 19, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Jennifer Hill, Jennifer Hooten, Bret Jones, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

### CONSENT CONSIDERATIONS- ACTIONS and ACKNOWLEDGEMENTS

Bret Jones moved, and Marcia Butler seconded the motion to approve as presented agenda items numbers 455 through 467 with the exception of transmittal 461 that was pulled for discussion as follows:

# Minutes of May 15, 2019, Regular Board Meeting

2019-455

### **Curriculum Revisions**

2019-456

Bret Jones made a motion to remove Item 12. Dental Hygiene Linkage from the revisions page and bring it back to the June 19<sup>th</sup> meeting for approval, Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

### Human Resources Transactions/Staff Annual Contracts

2019-457

(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 08/13/2019)
(effective date 05/01/2019)
(effective date 05/16/2019)
(effective date 06/03/2019)
(effective date 05/01/2019)
(effective date 05/01/2019)
(effective date 05/13/2019)
(effective date 06/07/2019)
(effective date 05/30/2019)

Separation of:

Sasha Aponte Ryan Tomasiewicz Karen Simmons (effective date 08/13/2019) (effective date 08/13/2019) (effective date 06/03/2019)

Monthly Fiscal Report for May 2019 2019-458

Facilities Update 2019-459

Purchases over \$25,000 2019-460

**Board Attorney Contract Extension** 2019-462

Collegiate High School Program Agreement/LSSC and Lake County Schools 2019-463

Collegiate High School Program Agreement/LSSC and Sumter County Schools 2019-464

The Villages Early College Program Memo of Understanding 2019-465

2018-2019 Dual Enrollment Articulation Agreements:
1) Lake County Schools, 2) Sumter County Schools, 3) Home Education Programs,
4) Non-Public Schools, and 5) the Villages Early College Program
2019-466

FY 2019-2020 Application/Strengthening Career & Technical Education 21st Century Act, (Perkins V), Section 132 2019-467

The meeting recessed for a break at 5:05 p.m. and resumed at 5:30 p.m.

Write-Off of Uncollectible Accounts 2019-461

Mr. Wahl asked to view the list of uncollectible accounts. Dr. Bigard stated that she would get with him so he can review the list, and she also stated that the write-offs have already been approved in the previous year's budget. After a lengthy discussion, the board acknowledged and accepted the report.

SCHEDULED INFORMATION REPORTS President's Update 2019-468 Dr. Sidor reported on the meeting that each college president had with Commissioner Corcoran to discuss the outcome of the legislative session. At the conclusion, of this meeting there was an agreement to work on a few items. Those items being to focus on joint project proposals, legislative or otherwise and the other being a joint budget to consist of all 31budgets, FCS/Chancellors budget to prevent lobbying against each other. It has been requested that we all work on, one message...one voice. The Florida College System has communicated itself as being a part of this.

Joe Pickens will be the Chairman for the Policy and Advocacy Committee for the Florida College System and Dr. Sidor will be Vice-Chair. They will be working on Small College funding formula, unraveling issues with the performance funding formula, and legislative initiatives and projects.

He updated the board on current projects:

- The Villages Charter School visited the HSCA, and they are excited with what they saw. Dr. McDaniel and Dr. Sidor are in discussions about extending this program into Sumter County.
- Dedicated Education Unit, which is moving the nursing program, or a portion of the program off of the campus and directly into the hospitals.
- The concept of a Regional Simulation Center in partnership with Leesburg Regional Medical Center for health related simulation.

All of these projects are in motion and Dr. Sidor will bring an update to the board in September.

## **Claire Brady**

Dr. Brady reported that after a whirlwind few weeks leading up to our Commencement ceremonies, we are now settling into the summer semester and preparing for the busy months ahead.

### Summer & Fall Enrollment Update

Registration is ongoing for the summer B and fall semesters. Summer enrollments are strong with year to year comparisons up in the double digits. Fall enrollments are also strong with significant gains in early registration by our currently enrolled students. Encouraging fall enrollment positively contributes to overall retention and completion efforts.

### **Commencement Update**

We had a record number of students apply for spring graduation (~600) and a record number of students walking in the ceremonies. This spring brought newly updated graduation robes for the Bachelor degree students and a more formal diploma holder gift for both the Associate's degree and Bachelor degree students. This spring also marked our first graduating class from the Health Sciences Collegiate Academy (HSCA).

Our record-setting 60<sup>th</sup> Commencement Ceremonies began with the South Lake ceremony at the Clermont Arts & Recreation Center Wednesday (May 1). Albert Manero, President of Limbitless Solutions and student Nicholas Drechsler served as our speakers. On Friday, May 3<sup>rd</sup> we gathered at the Everett A. Kelly Conference Center at the Leesburg campus. Student speaker Jeffrey Paradee Jr and Catherine Stempien, President of Duke Energy Florida, served as our Commencement speakers. Among a notable list of special guests included "Swoop the

Lakehawk", who took pictures with graduates, families, and faculty after the ceremony. The ceremonies aired on Facebook Live for the first time.

### **Other Divisional Updates:**

On 4/29/19, we held the annual Student Leadership Awards event on the South Lake campus. 64 students were honored by 12 clubs and organizations.

On 4/30/19, Dr. Sidor and Dr. Brady attend the Take Stock in Children (TSIC) Class of 2019 senior event. 14 TSIC graduates will join the Lakehawk family this summer and fall.

On 5/09/19, the Division of Enrollment and Student Affairs (ESA) held their annual awards event. 30 staff were nominated and 11 awards were presented in 9 categories.

On 5/13/19, we had the formal opening" of the South Lake Veteran's College and Career Success Center.

### Doug Wymer

Dr. Wymer reported that a group of six, highly-motivated STEM students are continuing their undergraduate research into microbial growth dynamics under the direction and tutelage of faculty mentors, Dr. Matt Drum and Mr. Chris Leibner. Each student has been assigned a species of bacterial organism and tasked with learning as much about their organisms as they can from peer-reviewed scientific literature sources. Their task then was to design a set of scientific experiments to test the types of environmental conditions most optimum for the growth and sustainability of their particular microbe. This initially involved the development of a research question as well as hypotheses based upon information obtained during previous examinations of existing literature. Data derived, analyses conducted, and conclusions will be developed and written up as a scientifically designed report. The experience gained by these undergraduate research students working through the scientific method of investigation rather than simply reading about it, regardless of whether they study microbes or build bridges, will be priceless in their future.

Students from the Golden Eagle Club at Leesburg Elementary School were treated to a magical surprise on the 21<sup>st</sup> of May. As you probably remember, LSSC English professor Amber Karlins previously visited the after-school tutoring program to teach students about storytelling. Using what they learned, students were split into groups to write their own short stories. With the help of another English professor, Jacklyn Pierce, Amber put together two illustrated books. The books are titled "Cupcake the Mer-icorn" and "The Unicorn, the Mermaid, and the Wolf". Amber, Jackie, and Swoop the Lakehawk paid a visit to Leesburg Elementary to gift the students with their own individual books. A special thanks to Leesburg Elementary, Amber, Jackie, and Kevin for making this happen and capturing this moment! LSSC again is conducting the Women's STEM Camp as a part of the NSF-ATE grant. The first week of the camp was June 3-6 and included 12 middle and high school girls from Sumter County who spent the week learning about alternative energy while studying the function of a fuel cell and building a solar phone charger and a model solar-powered car. Duke Energy provided bus transportation for a field trip to the Orlando Science Center and a guided tour of the site. The week ended with a visit from NASA astronaut Captain Winston Scott on Thursday afternoon. This year we were able to offer a

second camp for young women in Lake County and that camp is going on this week and includes 35 campers.

We had an exciting first week of the RISE Summer Math Academy with 28 students (19 from South Sumter and 9 from Wildwood). On the first day the students completed their diagnostic work and began making progress on their personalized math learning pathway. Jenni Kotowski did a wonderful job of setting the tone for the academy by getting the students talking to each other in ice-breaker activities. In addition to working on improving their math skills, RISE students visited the South Lake Campus in Clermont where they were treated to tours of the science and nursing labs (Thanks to Tamela Mankewich, Latisha McCray, Ron Cope, and Steve Clark) and were given a 3-D printer demonstration (Thanks to Andrea Gehringer).

In a reflection where students were asked to state things they have learned so far, one student wrote, "I learned how to ask questions and I learned to be more confident in myself". There was also a comment that the food has been "superb". Special thanks to Dr. Claire Brady, Dr. Byrd, Panda Care and many staff and faculty for their contributions towards lunch, snacks, and drinks.

# **Heather Bigard**

Dr. Bigard thanked the members on her team for working tirelessly on the budget, technology plan, and the plant survey and CIP.

She also gave a division update.

- Launched Implementation of the Strategic Plan
- Attended the Council of Business Affairs meeting; serving as Vice Chair.
- Completed the Budget Reconciliation process for 2019-20 for approval at the June District Board of Trustees meeting.
- Compiled and prioritized facility improvement needs for inclusion in the Capital Improvement Plan.

# ATHLETICS

## Mike Matulia, Director of Athletics

- 42/65 Student-Athletes recorded 3.0 GPA's or higher
- 4- President's List and 9 Dean's List
- 8- NJCAA All-Academic Individual Honors
- Baseball Player, Robbie Scott received All-State Honors and was selected for the All-District Gold Glove Team
- All LSSC teams achieved team GPA's of 3.0 or higher: Volleyball 3.19; softball 3.10; baseball 3.05 (All will make the NJCAA Academic Team of the Year list)
- Hosting Summer Camps for Baseball, Softball and Volleyball
- Conducting SOAR orientation for Student-Athletes for fall enrollment; 20-30 additional student-athletes with the addition of new sports.
- Baseball Coach, Rich Billings received the "Coach of the Year" for the Lake County Fellowship of Christian Athletes
- The Men's and Women's Cross Country teams are full for 2019-20!

# FACILITIES

## Andrew Bicanovsky, Director of Facilities

- Career Source has taken occupancy in Building M.
- Mr. Jeffrey DiBouno has joined the team as Maintenance Technician II for the South Lake Campus.
- Updated the testing center in South Lake for the Office of Disability.
- Submitted annual capital improvement project and drafted five-year educational plant survey to Leadership for review.
- Acquired two new Ford F-150 trucks as a donation from The Villages Commercial Community District.
- Assisted New Visions with their annual facility and safety inspection.

# FINANCIAL AID

# Katrina Bennett, Director of Financial Aid

- Financial Aid Awards have been packaged for 1,120 students for 2019-2020.
- Financial Aid Self Service pages were updated to reduce paper communications.

# HUMAN RESOURCES

## Pam Fletcher, Director of Human Resources

- Conducted leadership training at Advent Waterman, a community partner, as part of the College's service to the community.
- Obtained Cabinet and Planning Council approval of revised Tobacco-Free and Smoke-Free Admin Pro and Family Medical & Leave Act Admin Pro.
- Launched NeoGov online personnel requisition process with pilot group.

# INFORMATION TECHNOLOGY

# Doug Guiler, Chief Information Officer

- Completed New Technology Plan for 2019 2022.
- Upgraded BDM (Banner Document Manager). Staff can now use any browser to access the BDM data versus only using IE previously. The new BDM is also Single Sign on (SSO) compliant.
- Installed Banner Communication Manager. Admissions and Financial Aid offices have requested a means to automatically email students, and this Banner module addresses that need.
- Implemented the new Banner 9 Course Search on the new college website, for prospective student course search. Saved the college valuable time and money by not modifying our old homegrown solution to fit.
- Automatically feeding staff directory information into the new college website.

### <u>Committee Reports</u> 2019-469 Executive Committee

Pete Wahl reported that the Executive Committee met and discussed items on the agenda.

## **Foundation Liaison**

Emily Lee reported that the Tony Pace Show was a success raising \$5,000 for the Veterans Program at LSSC. She thanked everyone for their support.

## **Board Attorney's Report**

## 2019-470

Mrs. Geraci-Carver reported that the college and the United Faculty of Florida have begun contract negotiations. An amendment has been prepared for the East Lake Property donation extending the various deadlines for closing development, state designation, etc. as well as addressing shared facility use with private or public entities.

A notice of claim has been received from Morgan and Morgan on behalf of Karen Parker. The college's insurance company is in receipt of the claim and is in communication with Ms. Parker's attorney.

A notice of employment discrimination has been filed against the college with the EEOC for a faculty position. The college is reviewing the allegations.

Mrs. Geraci-Carver's full report is located in the board packet.

# NEW BUSINESS

## <u>Approval of \$2 per Credit Hour Security Equipment and Capital Improvement Fee</u> 2019-471&472

Dr. Sidor received a call from the Commissioner Corcoran's office asking the board to delay taking action Item 471 Approval of \$2 per credit hour Security Equipment Fee and Item 472 \$2 per credit hour Capital Improvement Fee until we can speak with the Commissioner and the Governor.

A motion was made by Tim Morris and seconded by Marcia Butler to table Items 471 and 472 until July 9<sup>th</sup> where a special board meeting has been scheduled, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

# 2018-2019 Florida College System Annual Equity Report Update

## 2019-473

Pam Fletcher presented the 2018-2019 Annual Equity report that and there were no question from the board. Each year the state requires this report for how we are complying with the Florida statute requirements relating to non-discrimination, equal access to education, and employment at LSSC.

A motion was made by Tim Morris and seconded by Bret Jones, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## 2019-2020 Annual Operating Budget

### 2019-474

Dr. Bigard recommended that the board approve the 2019-2020 Annual Operating Budget with the caveat of fees that were included within the budget. If the news fees are not approved we will have to make the adjustments.

Bret Jones made a motion to approve, and Marcia Butler seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

### 2019-2020 Tuition and Fee Schedule

2019-475

Dr. Bigard prepared the tuition and fee schedule for FY19/20 there are no changes to the report except the report includes the Capital Improvement Fee and the Security Equipment fee that are still pending.

Bret Jones made a motion to approve with no changes to the tuition and fee schedule, and Marcia Butler seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## End of Year/FY 2019-2020 Budget Amendment/Transfer of Funds from Fund 1 to Fund 7 2019-476

Dr. Bigard reported a year-end balance projection from the operating budget of \$513,435. She recommended to the board to transfer \$500,000 from Fund 1 to Fund 7 in order to complete the projects that were discussed in the budget workshop.

Bret Jones made a motion to approve, and Marcia Butler seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

# **Approval of Facilities Five-Year Survey**

2019-477

Dr. Bigard reported that every five-years we go through an extensive process of a full inventory all of our student stations, classrooms, and labs to make sure they are coded properly in the state system. This is done so the state can calculate whether or not we are effectively using our space. We currently have too much space, and we have a plan to reduce this slightly to make sure we stay within the guidelines of 1,000 student stations.

Bret Jones made a motion to approve, and Emily Lee seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

### Approval of Capital Improvement Plan

2019-478

Dr. Bigard reported that the CIP is something that is done annually, where we prioritize the projects that we have in mind using, full state capital outlay dollars, as well as local funds and other sources. She discussed a few changes as far as how the reporting will be changed going forward being as transparent as possible as to how we are spending every dollar.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

# **First Reading Amended Board Rule 2.15-Tobacco and Smoke Free Campus** 2019-479

It is the intent of the college to establish a smoke-free and tobacco-free college environment. The college would like to join the majority of the other Florida College System colleges that have already implemented this policy. The college recommends that the board review the amendment to board rule 2.15 and take action on July 24, at the regular board meeting.

Mr. Pete Wahl is against changing the policy from how it is currently written.

### **Deletion of the Dental Hygiene Linkage Program**

2019-480

The college seeks to terminate the agreement with Valencia College for the Dental Hygiene program due to low acceptance rates and minimal interest by LSSC students.

Tim Morris made a motion to approve, and Jennifer Hooten seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

## **Modification of the Health Information Technology Program** 2019-481

The 70 credit hour Health Information Technology (HIT) AS degree currently has an enrollment of approximately 45 students for the 2018-19 year. The enrollment has declined or remained steady since 2014-15.

Because of the low enrollment, lower completion rate, and significant costs associated with the program due to accrediting standards, LSSC recommends closing this program and the associated Healthcare Informatics Specialist College Credit Certificate.

The College proposes to close the Associate in Science in Health Information Technology and the Healthcare Informatics Specialist College Credit Certificate and replace it with an in-demand Associate in Science in Health Services Management that will include the Medical Coder/Biller and the Medical Office Management College Credit Certificates.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

### **CDL Training and Testing Program**

2019-482

Rick Palmer presented the board with two options for starting a CDL Training and Testing Program at the Sumter Center. After reviewing the options the board was asked to approve option one, which is partnering with SunState CDL and moving forward with the program.

Bret Jones made a motion to approve, and Bryn Blaise seconded, and the motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Jones, Lee, Morris, and Wahl.

### OTHER CONSIDERATIONS

### As Needed by Chairman/President

Chairman Wahl reviewed the events on the calendar. He announced that the next Board meeting will be on Wednesday, July 24, 2019, at 5 p.m. for the regularly scheduled meeting at the Leesburg Campus.

There being no further business, the meeting was adjourned at 6:41 p.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D. Secretary/College President

### DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE Leesburg, Sumterville, Clermont Florida

# Workshop on 2019-2020 Budget

### June 19, 2019

A Workshop for the District Board of Trustees, Lake-Sumter State College, on the 2019-20 Year-End Projections and 2019-2020 Budget was called to order in the Board Room, Student Services Building, Leesburg Campus, on Wednesday, June 19, 2019 at 4:00 p.m. by Mr. Peter Wahl, Board Chairman. Board members in attendance were Mr. Bryn Blaise, Mrs. Marcia Butler, Mr. Bret Jones, Mrs. Jennifer Hill, Mrs. Jennifer Hooten, Ms. Emily Lee, and Mr. Tim Morris.

### Presentation of the 2019-2020 Year-End Projections/General Operating Funds.

Dr. Heather Bigard, Vice President of Administration & Financial Services, conducted a review of the year-end projections for 2019-20 totaling \$25,829,075. Dr. Bigard presented a PowerPoint which detailed the Projected Revenues and Projected Expenses for 2019-20. Board Reserves and fund balance data was shared.

She reported that our budget priorities are similar to last year. We plan to continue to improve compensation for our employees, this year we will focus on staff compression, as a result of the salary classification study. We plan to invest \$300,000 in staff compression. Critical facilities repairs, Fund 7, and our legislative request we will be making forward movement on improving our facilities. We will be launching cross country and beach volleyball programs, and the Bachelors of Applied Science in Secondary Education and CDL, are two academic programs under review for funding.

Fall head count has been projected at a 5% increase with distance learning courses continuing to escalate. The Leesburg campus enrollment continues to decline, and we will be keeping an eye on this. Student and tuition fees are being projected at \$9,710,133. She spoke about state funding per student and reported that the funding formula is changing and cause a net change per student per FTE basis for 2020. The budget expense overview for the upcoming year comes in around \$25.8m. A transfer request for \$500,000 from the Fund 1 surplus balance to Fund 7, will take action during the full board meeting.

Fund 7 priorities include, HVAC replacement, three roof replacements, (CTL, Liberal Arts, and Gymnasium), technology, improved signage, furniture and ADA compliance, and renovations for restrooms and ADA compliant. She also updated the group on the SREF requirements for added security measures, which will require the need for additional funding.

Chairman Wahl thanked everyone who had worked on the preparation of the Budget and for their efforts in planning for the next budget cycle.

There being no further business, the meeting was adjourned at 4:30 p.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D. Secretary/College President

# DISTRICT BOARD OF TRUSTEES LAKE-SUMTER STATE COLLEGE LEESBURG, SUMTERVILLE, CLERMONT JULY 16, 2019

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 8:00 p.m. on July 16, 2019, in the Board Room at the Leesburg Campus, by Mr. Pete Wahl, Board Chairman. In attendance was Bryn Blaise, Marcia Butler, Jennifer Hill, Jennifer Hooten, Emily Lee, and Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

### NEW BUSINESS

## <u>Approval of \$2 per Credit Hour Security Equipment Fee & Capital Improvement Fee</u> 2019-471&472

Dr. Sidor reported that he met with Commissioner Richard Corcoran, Chancellor Hebda, and 26 of the 28 Florida College System Presidents. Dr. Sidor recommends the approval of the Security Equipment Fee and the Capital Improvement Fee.

Emily Lee made a motion to recommend the approval of the \$2.00 per credit hour security fee and Marcia Butler seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

Emily Lee made a motion to recommend the approval of the \$2.00 per credit hour Capital Improvement fee and Bryn Blaise seconded, motion carried.

The motion was passed with the following vote: Voting "yea" – Blaise, Butler, Hill, Hooten, Lee, Morris, and Wahl.

There being no further business, the meeting was adjourned at 8:15 a.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

Stanley M. Sidor, Ed. D. Secretary/College President



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees
FROM:	Stanley M. Sidor President
RE:	484- Human Resources Transactions

## **OVERVIEW:**

It is the intent of the College to keep the District Board informed of appointments, separations, resignations, and other Human Resources transactions among employees in the faculty, administrator, managerial, professional administrative, professional crafts-trades, and professional technical categories.

# ANALYSIS:

Please review attached summary.

## **RECOMMENDATION:**

The District Board acknowledges receipt and review of this information.

	FACULTY		
APPOINTMENT <u>Name</u> Mary Heikkinen	<u>Position</u> Assoc Prof Business Admin	<u>Classification</u> F1-3	Effective Date 08/13/2019
<b>RESIGNATION <u>Name</u> Awilda Delgado</b>	Position Instructor Mathematics	<u>Classification</u> F1-1	Effective Date 08/09/2019
	ADMINISTRATOR		
	<u>Position</u> Dean of General Studies Dean of Lib & Learning Center Director Capital Projects <u>Position</u> Director Facilities		
	MANAGERIAL		
APPOINTMENT <u>Name</u> Loren Fowler	Position Academic Advisor SL	<u>Classification</u> MA-4	<u>Effective Date</u> 07/08/2019
<b>RESIGNATION</b> <u>Name</u> Tanya Harris-Rocker	<u>Position</u> Program Manager LSAMP	<u>Classification</u> MA-5	Effective Date 07/17/2019

## ĸ

July 2019

### PROFESSIONAL ADMINISTRATIVE

RESIGNATION			
Name	Position	Classification	Effective Date
Doreen Murphy	Sr. Prog Specialist Admissions	A2-6	07/01/2019
Victoria Wentworth	Admin Specialist LC	A2-1	07/08/2019
Emily Cammarano	Transcript Evaluator	A1-9	07/18/2019
APPOINTMENT			None
SEPARATION			None
OTHER			None

# **PROFESSIONAL CRAFTS-TRADES**

APPOINTMENT	None
SEPARATION	None
RESIGNATION.	None
OTHER	None

# **PROFESSIONAL TECHNICAL**

Name	Position	Classification	Effective Date
Shannon Haskins	Assistant Theatre Tech	T4-4	07/01/2019
Davis Heister	Assistant Theatre Tech	T4-4	07/01/2019
Danielle Bowen	eLearn Instr Design Qual Coord	T1-7	07/08/2019
Thomas Yaccarino	eLearning Dig. Med. Producer	T1-6	TBD
SEPARATION			None
RESIGNATION			None
OTHER			None



Present to the Board: July 24, 2019

TO: Lake-Sumter State College District Board of Trustees

FROM: Stanley M. Sidor President Sta Sidy

RE: 485 – Monthly Fiscal Report

## **OVERVIEW:**

Each month a report is provided to the District Board of Trustees accounting for the activity in the major operating fund (Fund 1) of the College. This report is prepared by the offices of the Vice President of Business Affairs and the Controller, and is intended to keep the Board apprised of the financial condition of budget and the operating funds of the College.

## ANALYSIS:

The General Operating Budget Fund 1 Report, is attached to this agenda item.

### **RECOMMENDATION:**

It is recommended that Board approve this item as presented.



Division of Business Affairs

# MEMORANDUM

To: Dr. Sidor, President District Board of Trustees

From: Dr. Bigard, Executive Vice President

Date: July 24, 2019

Re: Monthly Fiscal Report – YTD June 2019

Each month a fiscal report is prepared to appraise your office and the District Board of Trustees on the status of the College budget. The Fiscal Status Report of the General Operating Fund (Fund1) provides a comparative summary of budget-to-actual revenues and expenses for the current period.

## FUND 1 OPERATING BUDGET

We are currently twelve months into our fiscal year or 100% completed. Year-end adjusting entries are in progress.

### Revenues

Total revenue booked to date is \$24,201,321, or 97% of the total budget of \$25,029,134. Year-end transfers from Auxiliary and Fund 2 will be made once posting in FY19 has completed in July of 2019.

- Tuition and fee revenue is trending above budget and is projected to be \$9,254,402 which is 5% over the budgeted amount.
- State support revenue is received throughout the fiscal year in installments. We have received a total of \$11,199,199 in General Revenue and Performance Funding and \$3,212,033 in Lottery funds.
- Other Income and Other Support actuals are projected to be under budget.

# Expenses

Actual expenses to-date total \$22,870,226 or 92% of the total budget of \$24,828,566.

- Salaries and benefits to-date are \$17,678,794 or 93% of budget.
- Operating and capital expenses to-date are \$5,191,432 or 93% of budget.

### **Year-End Projection**

Revenues are projected to exceed expensed by \$549,017. A transfer of \$500,00 to Fund 7 for maintenance and support of campus infrastructure was approved at the June Board meeting.

Attachment: June 2019 Operating Fund 1 Budget Report

### Lake-Sumter State College Fiscal Status Report - Fund 1 General Current Fund July 1, 2018 - June 30, 2019

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									\$	80,853
	121,976		731,977		121,977		101,459	83%		101,459
\$	23,152,987	\$	24,191,913	\$	24,422,337	\$	24,201,321	99%	\$	24,255,311
	563 472		<u> </u>		606 797	\$	-	0%	\$	492.020
	184,485		-		-	Ŷ	-		_	
\$ 2	23,900,944	\$	24,191,913	\$	25,029,134	\$	24,201,321	97%	\$	24,747,331
	14,119,120		14,297,523		14,041,337		13,049,970	93%		13,741,990
	4,741,303		4,508,100		4,934,606		4,628,824	94%		4,666,325
	5,040,521		5,784,293		5,455,129		5,177,296	95%		5,775,863
	0		43,184		0		14,136	0%		14,136
					397,494			0%		-
\$	23,900,944	\$	24,633,100	\$	24,828,566	:	\$22,870,226	92%	\$	24,198,314
-	\$1		(\$441,187)	\$	200,568		\$1,331,095	_	\$	549,017
	\$ \$ \$ \$ \$ \$ \$	137,105         136,400         255,500         161,700         67,953         \$         2,670,319         137,105         136,400         255,500         161,700         67,953         \$         728,269         37,392         37,200         418,532         139,390         418,025         \$         8,236,762         \$         10,853,152         \$         691,564         2,727,807         165,836         80,000         191,314         84,576         121,976         \$         23,152,987         563,472         184,485         \$         14,119,120         4,741,303         5,040,521         0         \$23,900,944	Annual Budget       6         \$       2,670,319       \$         137,105       136,400       255,500         161,700       67,953       \$         \$       2,670,319       \$         136,400       255,500       161,700         67,953       \$       137,105         136,400       255,500       161,700         67,953       \$       \$         \$       728,269       \$         18,532       139,390       418,025         \$       728,267       \$         18,532       139,390       418,025         \$       8,236,762       \$         \$       691,564       \$         2,727,807       165,836       \$         10,853,152       \$       \$         \$       10,853,152       \$         \$       23,152,987       \$         \$       23,152,987       \$         \$       563,472       184,485         \$       5,040,521       0         \$       23,900,944       \$	\$ 2,670,319       \$ 2,860,185         137,105       143,066         136,400       144,750         255,500       268,473         161,700       161,720         67,953       66,706         \$ 2,670,319       \$ 2,481,278         137,105       124,430         136,400       141,630         255,500       301,884         161,700       161,720         67,953       42,623         \$ 728,269       \$ 1,032,281         37,392       51,294         37,392       51,294         37,200       108,675         -       1,368         -       -         18,532       12,497         139,390       149,436         418,025       403,479         \$ 8,236,762       \$ 8,657,495         \$ 10,853,152       \$ 11,027,842         \$ 691,564       \$ 713,266         2,727,807       2,727,807         165,836       -         -       84,576       29,286         121,976       731,977         \$ 23,152,987       \$ 24,191,913         563,472       -         14,119,120       14,297,52	Annual Budget       6/30/2018       An         \$ 2,670,319       \$ 2,860,185       \$         137,105       143,066       \$         136,400       144,750       255,500       268,473         161,700       161,720       67,953       66,706         \$ 2,670,319       \$ 2,481,278       \$         137,105       124,430       \$         137,105       124,430       \$         137,105       124,430       \$         136,400       141,630       \$         255,500       301,884       \$         161,700       161,720       \$         67,953       42,623       \$         \$ 728,269       \$ 1,032,281       \$         37,392       51,294       \$         37,392       12,497       \$         148,532       12,497       \$         139,390       149,436       \$         418,025       403,479       \$         \$ 10,853,152       \$ 11,027,842       \$         \$ 10,853,152       \$ 11,027,842       \$         \$ 0,000       68,682       \$         191,314       235,558       \$         84,576       29,286 </td <td>Annual Budget         6/30/2018         Annual Budget           \$         2,670,319         \$         2,860,185         \$         2,788,927           137,105         143,066         161,613         165,035         265,500         268,473         265,910           161,700         161,720         338,368         67,953         66,706         66,420           \$         2,670,319         \$         2,481,278         \$         2,424,793           137,105         124,430         138,700         160,343         255,500         301,884         299,853           161,700         161,720         338,368         67,953         42,623         35,763           \$         728,269         \$         1,032,281         \$         925,680           37,302         51,294         36,308         -         -         -           18,532         12,497         5,083         121,827         418,025         403,479         478,414           \$         8,236,762         \$         8,657,495         \$         8,831,338           \$         10,853,152         \$         11,027,842         \$         10,730,454           \$         691,564         \$         713,266<td>Annual Budget         6/30/2018         Annual Budget         6           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$           137,105         143,066         161,613         136,400         144,750         165,035           255,500         268,473         265,910         338,368         67,953         66,706         66,420           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$         137,105         124,430         138,700           136,400         141,630         160,343         255,500         301,884         299,853         161,700         161,720         338,368         67,953         42,623         35,763           \$ 728,269         \$ 1,032,281         \$ 925,680         \$         37,392         51,294         36,308           37,200         108,675         79,933         -         -         -         -           18,532         12,497         5,083         121,827         418,025         403,479         478,414         \$           \$ 8,236,762         \$ 8,657,495         \$ 8,831,338         \$         \$           10,553,152         \$ 11,027,842         \$ 10,730,454         \$         \$           \$ 691,564         \$ 713,266</td><td>Annual Budget         6/30/2018         Annual Budget         6/30/2019           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363           137,105         143,066         161,613         144,664           136,400         144,750         165,035         173,145           255,500         268,473         265,910         229,472           161,700         161,720         338,368         416,780           67,953         66,706         66,420         72,389           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614           137,105         124,430         160,343         151,575           255,500         301,884         299,853         278,275           161,700         161,720         338,368         416,780           67,953         42,623         35,763         39,414           \$ 728,269         \$ 1,032,281         \$ 925,680         \$ 1,061,770           37,392         51,294         36,308         53,008           37,200         108,675         79,933         113,430           -         -         -         -           139,390         149,436         121,827         168,933</td><td>YTD Actual Annual Budget         YTD Actual 6/30/2019         Fugget Earned/Spent           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363         104%           137,105         143,066         161,613         1144,664         90%           136,400         144,750         165,035         173,145         105%           255,500         268,473         265,910         229,472         86%           67,953         66,706         66,420         72,389         123%           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614         103%           137,105         124,430         136,400         141,630         160,343         151,875         95%           255,500         301,884         299,853         278,275         93%         161,700         115%           37,392         51,294         36,308         \$ 1,061,770         115%         123%           67,953         42,623         35,763         39,414         110%           \$ 728,269         1,032,281         \$ 925,680         \$ 1,061,770         115%           37,302         108,675         79,933         12,627         114,1340         142%           -         -&lt;</td><td>VTD Actual Annual Budget         VTD Actual 6/30/2019         WTD Actual Budget         Budget Earned/Spent         Earned/Spent         C           \$         2,670,319         \$         2,860,185         \$         2,788,927         \$         2,891,363         104%         \$           137,105         143,066         161,613         144,664         90%         165,035         173,145         105%           255,500         268,473         256,910         229,472         86%         161,720         338,368         416,780         123%         6           67,953         66,706         66,420         7,2389         90%         136,400         124,430         138,700         123,88         90%         123%         6         7,953         42,623         35,763         39,414         110%         \$         7         28,500         30,184         299,853         278,275         93%         161,700         161,720         338,368         416,780         123%         6         7,23%         42,623         35,763         39,414         110%         \$         7         37,392         51,294         36,308         5,008         1,061,770         115%         \$         13,300         146%         6         728,27</td></td>	Annual Budget         6/30/2018         Annual Budget           \$         2,670,319         \$         2,860,185         \$         2,788,927           137,105         143,066         161,613         165,035         265,500         268,473         265,910           161,700         161,720         338,368         67,953         66,706         66,420           \$         2,670,319         \$         2,481,278         \$         2,424,793           137,105         124,430         138,700         160,343         255,500         301,884         299,853           161,700         161,720         338,368         67,953         42,623         35,763           \$         728,269         \$         1,032,281         \$         925,680           37,302         51,294         36,308         -         -         -           18,532         12,497         5,083         121,827         418,025         403,479         478,414           \$         8,236,762         \$         8,657,495         \$         8,831,338           \$         10,853,152         \$         11,027,842         \$         10,730,454           \$         691,564         \$         713,266 <td>Annual Budget         6/30/2018         Annual Budget         6           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$           137,105         143,066         161,613         136,400         144,750         165,035           255,500         268,473         265,910         338,368         67,953         66,706         66,420           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$         137,105         124,430         138,700           136,400         141,630         160,343         255,500         301,884         299,853         161,700         161,720         338,368         67,953         42,623         35,763           \$ 728,269         \$ 1,032,281         \$ 925,680         \$         37,392         51,294         36,308           37,200         108,675         79,933         -         -         -         -           18,532         12,497         5,083         121,827         418,025         403,479         478,414         \$           \$ 8,236,762         \$ 8,657,495         \$ 8,831,338         \$         \$           10,553,152         \$ 11,027,842         \$ 10,730,454         \$         \$           \$ 691,564         \$ 713,266</td> <td>Annual Budget         6/30/2018         Annual Budget         6/30/2019           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363           137,105         143,066         161,613         144,664           136,400         144,750         165,035         173,145           255,500         268,473         265,910         229,472           161,700         161,720         338,368         416,780           67,953         66,706         66,420         72,389           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614           137,105         124,430         160,343         151,575           255,500         301,884         299,853         278,275           161,700         161,720         338,368         416,780           67,953         42,623         35,763         39,414           \$ 728,269         \$ 1,032,281         \$ 925,680         \$ 1,061,770           37,392         51,294         36,308         53,008           37,200         108,675         79,933         113,430           -         -         -         -           139,390         149,436         121,827         168,933</td> <td>YTD Actual Annual Budget         YTD Actual 6/30/2019         Fugget Earned/Spent           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363         104%           137,105         143,066         161,613         1144,664         90%           136,400         144,750         165,035         173,145         105%           255,500         268,473         265,910         229,472         86%           67,953         66,706         66,420         72,389         123%           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614         103%           137,105         124,430         136,400         141,630         160,343         151,875         95%           255,500         301,884         299,853         278,275         93%         161,700         115%           37,392         51,294         36,308         \$ 1,061,770         115%         123%           67,953         42,623         35,763         39,414         110%           \$ 728,269         1,032,281         \$ 925,680         \$ 1,061,770         115%           37,302         108,675         79,933         12,627         114,1340         142%           -         -&lt;</td> <td>VTD Actual Annual Budget         VTD Actual 6/30/2019         WTD Actual Budget         Budget Earned/Spent         Earned/Spent         C           \$         2,670,319         \$         2,860,185         \$         2,788,927         \$         2,891,363         104%         \$           137,105         143,066         161,613         144,664         90%         165,035         173,145         105%           255,500         268,473         256,910         229,472         86%         161,720         338,368         416,780         123%         6           67,953         66,706         66,420         7,2389         90%         136,400         124,430         138,700         123,88         90%         123%         6         7,953         42,623         35,763         39,414         110%         \$         7         28,500         30,184         299,853         278,275         93%         161,700         161,720         338,368         416,780         123%         6         7,23%         42,623         35,763         39,414         110%         \$         7         37,392         51,294         36,308         5,008         1,061,770         115%         \$         13,300         146%         6         728,27</td>	Annual Budget         6/30/2018         Annual Budget         6           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$           137,105         143,066         161,613         136,400         144,750         165,035           255,500         268,473         265,910         338,368         67,953         66,706         66,420           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$         137,105         124,430         138,700           136,400         141,630         160,343         255,500         301,884         299,853         161,700         161,720         338,368         67,953         42,623         35,763           \$ 728,269         \$ 1,032,281         \$ 925,680         \$         37,392         51,294         36,308           37,200         108,675         79,933         -         -         -         -           18,532         12,497         5,083         121,827         418,025         403,479         478,414         \$           \$ 8,236,762         \$ 8,657,495         \$ 8,831,338         \$         \$           10,553,152         \$ 11,027,842         \$ 10,730,454         \$         \$           \$ 691,564         \$ 713,266	Annual Budget         6/30/2018         Annual Budget         6/30/2019           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363           137,105         143,066         161,613         144,664           136,400         144,750         165,035         173,145           255,500         268,473         265,910         229,472           161,700         161,720         338,368         416,780           67,953         66,706         66,420         72,389           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614           137,105         124,430         160,343         151,575           255,500         301,884         299,853         278,275           161,700         161,720         338,368         416,780           67,953         42,623         35,763         39,414           \$ 728,269         \$ 1,032,281         \$ 925,680         \$ 1,061,770           37,392         51,294         36,308         53,008           37,200         108,675         79,933         113,430           -         -         -         -           139,390         149,436         121,827         168,933	YTD Actual Annual Budget         YTD Actual 6/30/2019         Fugget Earned/Spent           \$ 2,670,319         \$ 2,860,185         \$ 2,788,927         \$ 2,891,363         104%           137,105         143,066         161,613         1144,664         90%           136,400         144,750         165,035         173,145         105%           255,500         268,473         265,910         229,472         86%           67,953         66,706         66,420         72,389         123%           \$ 2,670,319         \$ 2,481,278         \$ 2,424,793         \$ 2,487,614         103%           137,105         124,430         136,400         141,630         160,343         151,875         95%           255,500         301,884         299,853         278,275         93%         161,700         115%           37,392         51,294         36,308         \$ 1,061,770         115%         123%           67,953         42,623         35,763         39,414         110%           \$ 728,269         1,032,281         \$ 925,680         \$ 1,061,770         115%           37,302         108,675         79,933         12,627         114,1340         142%           -         -<	VTD Actual Annual Budget         VTD Actual 6/30/2019         WTD Actual Budget         Budget Earned/Spent         Earned/Spent         C           \$         2,670,319         \$         2,860,185         \$         2,788,927         \$         2,891,363         104%         \$           137,105         143,066         161,613         144,664         90%         165,035         173,145         105%           255,500         268,473         256,910         229,472         86%         161,720         338,368         416,780         123%         6           67,953         66,706         66,420         7,2389         90%         136,400         124,430         138,700         123,88         90%         123%         6         7,953         42,623         35,763         39,414         110%         \$         7         28,500         30,184         299,853         278,275         93%         161,700         161,720         338,368         416,780         123%         6         7,23%         42,623         35,763         39,414         110%         \$         7         37,392         51,294         36,308         5,008         1,061,770         115%         \$         13,300         146%         6         728,27



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College
	District Board of Trustees

FROM: Stanley M. Sidor President In Sight

RE: 486 - Facilities Monthly Report

## **OVERVIEW:**

The Facilities Department prepares a monthly report on the status of capital projects and major repairs.

# ANALYSIS:

A report on the status on facility projects is attached.

## **RECOMMENDATION:**

Acknowledge the current facilities project report.

			Facili	acilities Report June 2019
PROJECT	BUDGET	FUNDING	STATUS	COMMENTS
Infrastructure Project Phase II (Leesburg)	\$687,000	PECO	In Progress	Progress to date: Initiated change order to comply with updated timeline. Kickoff meeting to be scheduled.
Exterior Lighting and LED Lighting Upgrades (All campuses)	\$40,000	LOCAL	In Progress	Progress to date: Project continues with exterior lighting upgrades being installed on the South Lake and Leesburg Campus.
Signs and Branding (All campuses)	\$65,000	LOCAL	Design	Progress to date: Final phase of design for South Lake. Waiting on approval of location and signage. Leesburg to have modifications to existing signs and additional signs installed.
ADA Civil Rights Survey (All campuses)	\$5,000	LOCAL	Planning	Progress to date: Continuing to correct the findings of the Office of Civil Rights survey on the Leesburg campus. South Lake and Sumter campuses are complete. The corrections include items such as restroom fixtures, signage and building access. The project is 95% complete.
SSB Second Floor HVAC Replacement (Leesburg)	\$300,000	PECO	Planning	Progress to date: Phase I of project has started. Parts and materials have been encumbered. Work will start with installation of cabling and wiring by in-house staff by end of the month.
Grounds Beautification	\$150,000	LOCAL	In Progress	Progress to date: Progress continues on irrigation repairs. South Lake irrigational is working, Leesburg well pump controllers are in repair status. Sumter irrigation needs much work. Working with landscape contractor to determine best needs. New outdoor table umbrellas have been ordered to replace existing fixtures on the Leesburg campus.
South Lake Building #1 Cooling Unit Replacement	\$160,000	LOCAL	Design/Scope	<b>Progress to date:</b> Engineering and design agreement has been signed. Obtaining final bids for review. Project goal is to correct multiple deficiencies in the facility under the current budget that we have allocated.
LE Building M Parking Lot	\$65,000	PECO	Bidding	<b>Progress to date:</b> Reviewing bids submitted. This project will repair and restripe existing Building M parking areas and pave gravel area on North side of building.



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees		
FROM:	Stanley M. Sidor Str. Sido		
RE:	487 – Purchases over \$25,000		

### **OVERVIEW:**

Each month a report is provided to the Board of Trustees accounting for any purchases that have been approved by the President which fall between \$25,000 and \$150,000. This report is prepared by the Office of the Executive Vice President and is intended to keep the Board apprised of these purchases which fall under the authority of the President to be approved.

### ANALYSIS:

The Purchases greater than \$25,000 for the period 06/01/2019 - 06/30/2019 are attached.

### **RECOMMENDATION:**

It is recommended that the Board acknowledge or accept this item as written.

# Purchase Orders over \$25,000 For June 2019

Vendor:Automated Logic of Central FloridaItem Description:Installation of ALC Controls and DevicesAmount:\$ 55,720.00Purchase Order #:P1900519Vendor Code:AUTLOG



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees
FROM:	Stanley M. Sidor President Str. Sigh
RE:	488- Approval of the Lake-Sumter State College Foundation, Inc. as a Direct Support Organization

### **OVERVIEW:**

Board Rule 1.07 requires the District Board of Trustees to annually approve all direct support organizations (DSO). Currently, the Lake-Sumter State College Foundation, Inc. is the only approved DSO.

### ANALYSIS:

The Lake-Sumter State College Foundation, Inc., is registered with the Florida Department of State through December 31, 2019 and is required to file an annual report. The 2019 annual report was filed on February 11, 2019 and all fees have been paid. A copy of the report is attached. The current officers of the Foundation are: Josh Gonzales, President; David Jordan, Vice-President; Mary Beth Morris, President-Elect; Carl Specci, Treasurer; Dr. Laura Byrd, Executive Director/Secretary; Dr. Stanley Sidor, LSSC President; Emily Lee, Board of Trustee Liaison; and Jeremy Norton, Faculty Liaison

## **RECOMMENDATION:**

It is recommended that the Board approve this item as written.

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.					
SIG	NATURE	: DR. LAURA A. BYRD			02/11/2019
		Electronic Signature of Registered Agent			Date
Officer/Director Detail :					
Title		VICE PRESIDENT	Title	PAST PRESIDENT	
Nan	ne	JORDAN, DAVID	Name	HOLT, LINDSAY	
Add	ress	368 RESERVE DRIVE	Address	17426 COBBLESTONE LN	
City	-State-Zip:	TAVARES FL 32778	City-State-Zip:	CLERMONT FL 34711	
Title	•	PRESIDENT	Title	COLLEGE PRESIDENT	
Nan	ne	GONZALEZ, JOSH	Name	SIDOR, STANLEY DR.	
Add	ress	16541 ROCKWELL HEIGHTS LANE	Address	403 WATERWOOD DRIVE	
City	-State-Zip:	CLERMONT FL 34711	City-State-Zip:	YALAHA FL 34797	
Title		TREASURER	Title	SECRETARY	
Nan	ne	SPECCI, CARL	Name	BYRD, LAURA A.	
Add	ress	33844 SILVER PINE	Address	36931 LAKE YALE DR	
City	-State-Zip:	LEESBURG FL 34788	City-State-Zip:	GRAND ISLAND FL 32735	
Title	)	PRESIDENT ELECT			
Nan	ne	MORRIS, MARY ELIZABETH			
Add	ress	53 CAMINO REAL			
City	-State-Zip:	HOWEY IN THE HILLS FL 34737			

LEESBURG, FL 34788

**Current Principal Place of Business:** 

### FEI Number: 59-1990323

**Current Mailing Address:** 

**DOCUMENT# 750806** 

9501 US HWY 441 LEESBURG, FL 34788

9501 US HWY 441

### Name and Address of Current Registered Agent:

2019 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

Entity Name: LAKE-SUMTER STATE COLLEGE FOUNDATION, INC.

BYRD, LAURA A. DR. 36931 LAKE YALE DR GRAND ISLAND, FL 32735 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

### I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LAURA A. BYRD, ED.D.

AVP INSTITUTIONAL ADVANCEMENT. EXECUTIVE DIRECTOR, FOUNDATION

02/11/2019

Date

Electronic Signature of Signing Officer/Director Detail

FILED Feb 11, 2019 Secretary of State 2472153415CC

Certificate of Status Desired: No



Present to the Board: July 24, 2019

то:	Lake-Sumter State College District Board of Trustees
FROM:	Rebecca Nathanson Director of Campus Safety
RE:	489 - Statewide Mutual Aid Agreement

# **OVERVIEW:**

Attached is a copy of the Statewide Mutual Aid Agreement. This agreement provides a mutual aid process with the State that can be activated at the College's request in the event of an incident that exceeds our capacity to respond.

ANALYSIS: The plan requires the Board's approval.

## **RECOMMENDATION:**

It is recommended that the Board approve this item.



STATE OF FLORIDA

### DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS Governor JARED MOSKOWITZ Director

### STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

### ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

### ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

### ARTICLE III.

**Invocation of the Agreement**. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested. B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### ARTICLE IV.

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

 B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed; C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### ARTICLE V.

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

 B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

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C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

- E. The names of all personnel whom the Assisting Party designates as Supervisors.
- F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

#### ARTICLE VI.

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

#### ARTICLE VII.

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

#### ARTICLE VIII.

<u>Costs Eligible for Reimbursement</u>. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable. C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### ARTICLE IX.

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a selfinsurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

#### ARTICLE X.

<u>General Requirements</u>. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

#### ARTICLE XI.

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

#### ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

# FOR ADOPTION BY A COUNTY

By: Director	Date:					
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OFCOUNTY, STATE OF FLORIDA					
By: Deputy Clerk	By: Chairman Date: Approved as to Form:					
	By: County Attorney					

### FOR ADOPTION BY A CITY

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

.

By: Director	Date:			
Director				
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA			
By:	Ву:			
Title:	Title:			
	Date:			
	2 dtt.,			
	Approved as to Form:			

By: \_\_\_\_\_\_ City Attorney

### FOR ADOPTION BY AN EDUCATIONAL DISTRICT

By: Director	Date:
SCHOOL DIST	
STATE OF FLORIDA	
Ву:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By: Attorney for District

#### FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Ву:	Date:
Director	
ATTEST:	BOARD OF TRUSTEES
	OF
	COMMUNITY COLLEGE, STATE OF FLORIDA
	BOARD OF TRUSTEES
	OF
	UNIVERSITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	Ву:

Attorney for Board

.

### FOR ADOPTION BY A SPECIAL DISTRICT

By: Director	Date:
STATE OF FLORIDA	SPECIAL DISTRICT,
Ву:	Ву:
Title:	Title:
	Date:
	Approved as to Form:
	By: Attorney for District
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### FOR ADOPTION BY AN AUTHORITY

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By: Director	Date:
ATTEST:	BOARD OF TRUSTEES OF AUTHORITY, STATE OF FLORIDA
By:	By: Chairman Date: Approved as to Form:
	By:Attorney for Board

### FOR ADOPTION BY A NATIVE AMERICAN TRIBE

By: Director	Date:				
ATTEST:	TRIBAL COUNCIL OF THE TRIBE OF FLORIDA				
By: Council Clerk	By: Chairman				
	Date: Approved as to Form:				
	By: Attorney for Council				

### FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By:

Director

Date:

COMMUNITY DEVELOPMENT DISTRICT,	Ī
STATE OF FLORIDA	

By:	Ву:	
Title:		

Date:

Approved as to Form:

By: \_\_\_\_\_\_ Attorney for District

Date:

## FORM C

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government:	
Mailing Address:	
Authorized Repre	sentative Contact Information
Primary Authorized Representative	
Name:	
Title:	
Address:	
Day Phone:	Night Phone:
Facsimile:	Email:
1 <sup>st</sup> Alternate Authorized Representative	
Name:	
Title:	
Address:	
Day Phone:	Night Phone:
Facsimile:	Email:
2 <sup>nd</sup> Alternate Authorized Representative	
Name:	
Title:	
Address:	
Day Phone:	Night Phone:
Facsimile:	Email:

\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\*

#### SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

#### RESOLUTION NO.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_on\_

DV.			
DI.	 	 	

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment 1			STATEWID		tion except s				
PART I		тов	E COMPLET	ED BY TH	E REQUEST	FING F	PARTY		
bate:	Time: Mission No:								
Point of Contact:		(local)	elephone No:				E-mail address:		
Requesting Party:					Assisting Pa	rty:			
Incident Requiring Assis	stance:								
Type of Assistance/Resou	rces Needed	(use Part IV for	additional spa	ice)	-		-		
Date & Time Resou Needed: Approximated Date/Time			<u></u>			Loca (addr		Ż	
Released:				-					
Authorized Official's Name	e:			Signature:					
Title:		_	Agency:			_			
PART II		то	BE COMPLE	TED BY T	HE ASSIST	ING P	ARTY		
Contact Person:			Telephone N	o:			E-mail address:		
Type of Assistance Avail	able:								
Date & Time Resources A	wailable					To:	_		
Location (address):						-			
Approximate Total cost fo	or mission:	\$							
Travel: \$		Personnel: \$			Equipment Materials:	& \$		Contract Re	ental: \$
Logistics Required from R	equesting Pa	arty Yes		(Provide	information on	attache	ed Part IV)	No	
Authorized Official's Nam	e:				Title:				
Date:	Signature:						Local Mission	n No:	
PART III			5.5AR.0-		ni sashar				
Authorized Official's	_	TO B	E COMPLET	ED BY TI	IE REQUES	TING	PARTY		
Name:			in the second		Title:	-	_		
Signature:					Agency:				

PART IV

# STATEWIDE MUTUAL AID AGREEMENT Type or print all information except signatures Form B (continued)

### MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

#### FEMA'S SCHEDULE OF EQUIPMENT RATES

#### DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY RECOVERY DIRECTORATE PUBLIC ASSISTANCE DIVISION WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Statford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

	FEMA Code ID	Equipment Description						
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2017 Rate	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.5	
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$8.84	
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses Included.	hour	\$11.14	
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$18.3	
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included,	hour	\$30.4	
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses Included.	hour	\$48.7	
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$92.8	
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$96.9	
8040	Ambulance			to 150		hour	\$28.0	
8041	Ambulance			to 210		hour	\$40.5	
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$4.4	
8051	Board, Message			to 5	Trailer Mounted.	hour	\$11.6	
8060	Auger, Portable	Hole Diameter	16 In	to 6	19 K	hour	\$2.1	
8061	Auger, Portable	Hole Diameter	18 in	to 13		hour	\$4.3	
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$3.1	
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	mounting hardware. Add this rate to tractor rate for total	hour	\$34.2	
8064	Hydraulic Post Driver		1			hour	\$35.1	
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$169.4	
8066	Auger	Horizontal Directional Boring Machine	50 X 100			hour	\$31.5	
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	and the second second			hour	\$36.9	
8070	Automobile		and the second second	to 130	Transporting people.	mile	\$0.53	
8071	Automobile			to 130	Transporting cargo,	hour	\$12.3	
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.53	
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$15.6	
8075	Motorcycle, Police					mile	\$0.50	
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$22.0	
8077	Automobile - Ford Expedition	Fire Command Center				hour	\$19.0	
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7,5		hour	\$8.2	
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$8.5	
6082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$8.5	
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$9.0	
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$9.4	

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER SEPTMBER 1, 2017.

8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$10.20
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" lyre		26-28		hour	\$11.64
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$12.40
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$13.20
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$14.00
8110	Barge, Deck	Size	50'x35'x7.25'	1.000		hour	\$49.10
8111	Barge, Deck	Size	50'x35'x9'			hour	\$58.70
8112	Barge, Deck	Size	120'x45'x10'		1	hour	\$109.50
8113	Barge, Deck	Size	160'x45'x11"			hour	\$133.75
8120	Boat, Tow	Size	55'x20'x5'	lo 870	Steel.	hour	\$317.54
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$358.65
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$569.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$1,094.24
8124	Airboat	B15AGIS Airboat w/spray unit	15'x8'	400		hour	\$31.00
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$31,95
8126	Swamp Buggy	Conquest		360		hour	\$39,25
8129	Compactor -2-Ton Pavement Roller	2 Ion		10.00	100 C 100 C 100 C	hour	\$28.25
8130	Boat, Row				Heavy duty.	hour	
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	Contra to a	\$1.44
1. S. S. S. A.	a la regione de la company		1970	10.00	Inboard with 360 degree	hour	\$12.00
8132	Boat, Tender	Size	14'x7'	to 100	drive.	hour	\$16.50
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	haur	\$217.20
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$267.35
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat huli.	hour	\$325.35
8136	Boat, Push	Size	64'x25'x8'	lo 870	Flat hull.	hour	\$358.50
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$42.60
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$62.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$78,95
8143	Boat, Tug	Length	40 Fl	to 380		hour	\$196,50
8144	Boat, Tug	Length	51 Fl	to 700		hour	\$271.85
8147	Boat, Inflatable Rescue Raft	Zodiac	A Contract of the second secon			hour	\$1.10
8148	Boat, Runabout	1544 lbs 2000 Johnson Outboard Motor w	11 passenger capacity	190-250		hour	\$62.55
8149	Boat, removable engine	15" shaft	1	15		hour	\$1.50
8150	Broom, Pavement	Broom Length	72 In	to 35		hour	\$24.50
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$27.60
8153	Broom, Pavement, Mntd	Program I ageth	79.1-		Add Prime Mover cost for total rate	P State	
0100	bioom, Pavement, winta	Broom Length	72 In	to 18	Add Prime Mover cost for	hour	\$6.20
8154	Broom, Pavement, Pull	Broom Length	84 ln	to 20	total rate	hour	\$20.77
8157	Sweeper, Pavement			to 110		hour	\$76.70
8158	Sweeper, Pavement			to 230		hour	\$96.80
8180	Bus			to 150		hour	\$20.95
8181	Bus			to 210		hour	\$25.45
8182	Bus			to 300		hour	\$38.35
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$15.37
8184	Back-Pack Blower			to 4.4		hour	\$1.50
8185	Walk-Behind Blower			13		hour	\$6.50
8187	Chainsaw	20" Bar, 3.0 cu in		and address to		hour	\$1.40
8188	Chainsaw	20" Bar 5.0 cu in		1	1.000	hour	\$2.45
8189	Chainsaw	20" Bar 6.0 cu in				hour	\$2.65
8190	Chain Saw	Bar Length	16 In	-		hour	\$1.70
8191	Chain Saw	Bar Length	25 In			hour	\$3.45
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.25
8193	Skidder	model 748 E		to 173		hour	\$52.70
8194	Skidder	model 648 G11		to 177	1	hour	\$104.30
8195	Cutter, Brush	Cutter Size	6 ft	to 150		hour	\$115,35
8196	Cutter, Brush	Cutter Size	Bfl	lo 190	1 T	hour	\$129.35
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$136.30

6198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$187.75
8199	Log Trailer	40 ft				hour	\$9,90
B200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$8.60
8201	Chipper, Brush	Chipping Capacity	9 in	to 65	Trailer Mounted.	hour	\$16.86
8202	Chipper, Brush	Chipping Capacity	12 ln	to 100	Trailer Mounted.	hour	\$24.31
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$35.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounled.	hour	\$50.10
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML model 210 w/ Buck Saw 50 inch		to 173		hour	\$161.89
8209	Loader - Wheel	Bar		to 240		hour	\$97.00
8210	Clamshell & Dragline, Crawler		149,999 lbs	lo 235	Bucket not included in rate.	hour	\$127.40
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$166.20
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$145.00
8220	Compactor Compactor, towed, Vibratory			to 10		hour	\$15.10
8221	Drum			10 45		hour	\$31.70
8222	Compactor, Vibratory, Drum			to 75		hour	\$22.30
8223	Compactor, pneumatic, wheel			to 100		hour	\$26.00 \$92.75
8225	Compactor, Sanitation Compactor, Sanitation		~	to 300		hour	\$152.30
8227	Compactor, Sanitation			535		hour	\$249.75
8228	Compactor, towed, Pneumatic, Wheel		10000 lbs		Include prime mover rate	hour	\$17.00
8229	Compactor, lowed, Drum Static		20000 lbs		Include prime mover rate	hour	\$15.80
8240	Feeder, Grizzly		20000 105	to 35	Notes Frank and the	hour	\$22.20
8241	Feeder, Grizzly			to 55		hour	\$32.45
8242	Feeder, Grizzly			to 75		hour	\$64.25
8250	Dozer, Crawler			10 75		hour	\$51.30
8251	Dozer, Crawler			to 105		hour	\$38.30
8252	Dozer, Crawler			to 160		hour	\$93.74
8253	Dozer, Crawler			to 250		hour	\$149.75
8254	Dozer, Crawler			to 360		hour	\$201,10
8255	Dozer, Crawler			to 565		hour	\$311.80
8256	Dozer, Crawler			to 850		hour	\$294.10
8260	Dozer, Wheel			to 300		hour	\$61,00
8261	Dozer, Wheel			lo 400	· · · · · · · · · ·	hour	\$94.10
8262	Dozer, Wheel			to 500		hour	\$178.65
8263	Dozer, Wheel	2 bitst strat faster ten 2007		to 625		hour	\$239.60
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco	-		Includes teeth. Does not	hour	\$3.50
8270	Bucket, Clamshell	Capacity	1.0 CY	-	include Clamshell & Dragline Includes teeth. Does not	hour	\$4.62
8271	Bucket, Clamshell	Capacity	2.5 CY	-	Include Clamshell & Dragline Includes teeth. Does not	hour	\$8.73
8272	Bucket, Clamshell	Capacity	5.0 CY		include Clamshell & Dragline Includes (eeth, Does not	hour	\$13.10
8273	Bucket, Clamshell	Capacity	7.5 CY 2.0 CY		include Clamshell & Dragline Does not include Clamshell & Dragline	hour	\$22.40
8275	Bucket, Dragline Bucket, Dragline	Capacity	5.0 CY		Does not include Clamshell & Dragline	hour	\$3.96
8277	Bucket, Dragline	Capacity	10 CY		Does not include Clamshell & Dragline	hour	\$14.10
8278	Bucket, Dragline	Capacity	14 CY		Does not include Clamshell & Dragline	hour	\$18.65
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$18.00
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$34.20
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$52.70
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$153.00

8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket,	hour	\$264.50
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket,	hour	\$223.70
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$455.00
8287	Excavator	2007 model Gradali XL3100 III		184		hour	\$105.4
8288	Excavator	2003 model Gradali XL4100 III		238		hour	\$113.2
8289	Excavator	2006 model Gradall XL5100		230		hour	\$88.8
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$4.8
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$13.0
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$18.5
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$24.0
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$51.4
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	99.9		hour	\$27.9
8307	Fork Lift Material handler	Diesel, CAT TH460B		99.9		hour	\$30.1
8308	Fork Lift Material handler	Diesel, CAT TH560B		99.9		hour	\$35.8
8309	Fork Lift Accessory	2003 ACS Paddle Fork				hour	\$3.4
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.3
8311	Generator	Prime Output	16 KW	10 25			\$7.4
8312	GRANT COLOR OF THE OWNER	United and the second second				hour	
	Generator	Prime Output	43 KW 100 KW	to 65		hour	\$15.0
8313	Generator	Prime Output		to 125		hour	\$34.9
8314	Generator	Prime Output	150 KW	to 240		hour	\$50.0
8315	Generator	Prime Output	210 KW	to 300		hour	\$62.4
8316	Generator	Prime Output	280 KW	to 400		hour	\$80.4
8317	Generator	Prime Output	350 KW	to 500		hour	\$90.5
8318	Generator	Prime Output	530 KW	lo 750		hour	\$153,3
8319	Generator	Prime Output	710 KW	to 1000		hour	\$222.0
8320	Generator	Prime Output	1100 KW	to 1500	Open	hour	\$349.0
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$533.7
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$403.3
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$511.2
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$495.8
8325	Generator	Prime Oulput	40KW	60		hour	\$14.8
8326	Generator	Prime Output	20KW	40		hour	\$13.3
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$43.3
0000	Chaders	Moldboard Size		10110	Includes Rigid and Articulate	riour	340.0
8331	Graders	Moldboard Size	12 Ft	to 150	equipment.	hour	\$46.5
8332	Graders	Moldboard Size	14 Fl	to 225	Includes Rigid and Articulate equipment.	hour	\$67.5
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.1
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour	\$0.2
au.					Per 25 foot length. Includes		1
8352	Hose, Discharge	Diameter	6 In		couplings. Per 25 foot length. includes	hour	\$0,6
8353	Hose, Discharge	Diameter	8 In	1	couplings.	hour	\$0.6
8354	Hose, Discharge	Diameter	12 in		Per 25 foot length. Includes couplings.	hour	\$0.9
8355	Hose, Discharge	Diameter	16 in		Per 25 foot length. Includes couplings.	hour	\$1.7
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour	\$0.3
CS. LO		4.6.5.2			Per 25 foot length. Includes		
8357	Hose, Suction	Diameter	4 In		couplings. Per 25 foot length. Includes	hour	\$0.3
8358	Hose, Suction	Diameter	6 In		couplings. Per 25 foot length. Includes	hour	\$1.1
8359	Hose, Suction	Diameter	8 In		couplings. Per 25 foot length, includes	hour	\$1.1
8360	Hose, Suction	Diameter	12 in		couplings. Per 25 foot length. Includes	hour	\$1.7
8361	Hose, Suction	Diameter	16 In	1	Couplings.	hour	\$3.1
	and the second state of th						

8381 Loa	ader, Crawler	Buckel Capacity	1 CY	to 60	Includes bucket.	hour	\$34.30
3382 Loa	ader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket,	hour	568.10
383 Loa	ader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$101.30
384 Loa	ader, Crawler	Bucket Capacity	4 CY	10 238	Includes bucket.	hour	\$120.00
390 Loa	ader, Wheel	Bucket Capacity	0.5 CY	lo 36		hour	\$20.10
391 Loa	ader, Wheel	Bucket Capacity	1 CY	to 60	· · · · · · · · · · · · · · · · · · ·	hour	\$36.90
3392 Loa	ader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$35.50
8393 Loa	ader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$43.85
8394 Loa	ader, Wheel	Bucket Capacity	4 CY	to 200		hour	\$59.30
6395 Loa	ader, Wheel	Bucket Capacity	5 CY	to 250		hour	\$64.00
8396 Loa	ader, Wheel	Bucket Capacity	5 CY	to 305		hour	\$104.00
8397 Loa	ader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$124.50
8398 Loa	ader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$171.40
8401 Loa	der, Traclor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$33.73
8410 Mix	er, Concrete Portable	Balching Capacily	10 CN		1	hour	\$3.05
8411 Mix	er, Concrete Portable	Batching Capacity	12 Cft	11		hour	\$4.00
8412 Mix	er, Concrete, Trailer Mntd	Batching Capacity	11 CH	lo 10		hour	\$12.70
3413 Mix	ter, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$19.60
8419 Bre	aker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$1.10
8420 Bre	aker, Pavement			to 70		hour	\$57.45
8423 Spr	reader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$85.85
8424 Spr	reader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$116.60
8425 Spr	reader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$4.60
	ins Anatoli Toriad				Does not include Prime Mover.	haur	F17.40
8430 Pav	ver, Asphalt, Towed			-	Includes wheel and crawler	hour	\$12.40
8431 Pav	ver, Asphalt			to 50	equipment.	hour	\$73.76
3432 Pav	ver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$95.10
8433 Pav	ver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$126.80
			and to be to write the		Includes wheel and crawler	1.2.2.1.1.1	
1	ver, Asphalt		35,000Lbs & Over	to 250	equipment,	hour	\$209.65
3435 Pic	k-up, Asphalt	ia		to 110		hour	\$96.8
	k-up, Asphalt	· · · · ·		to 150		hour	\$135,00
	k-up, Asphall		· · · · · · · · · · · · · · · · · · ·	to 200		hour	\$93.5
	k-up, Asphalt	a second second	-	to 275		hour	\$204.0
1.1.1.1	iper	Paint Capacity	40 Gal	to 22		hour	\$16.20
8441 Stri		Paint Capacity	90 Gal	to 60		hour	\$22.9
	iper	Paint Capacity	120 Gal	10 122		hour	\$42.6
8445 Stri	iper, Truck Mintd	Paint Capacity	120 Gal	to 460		hour	\$78.6
Pav	iper, Walk-behind ver accessory -Belt	Paint Capacity 2002 Leeboy Conveyor Belt	12 Gal			hour	\$4,0
	ension	Extension	1	-	crawler	hour	\$32.50
	w, Snow, Grader Mntd	Width	to 10 Ft		Include Grader for total cost	hour	\$28.0
	w, Snow, Grader Mntd	Width	to 14 Ft		Include Grader for total cost	hour	\$32.90
	w, Truck Mntd	Width	to 15 Ft	_	Include truck for total cost With leveling wing, Include	hour	\$24.3
8453 Plo	w, Truck Mntd	Width	to 15 Ft	1.000	truck for total cost	hour	\$40,8
8455 Spr	reader, Sand	Mounting	Tailgate, Chassis			hour	\$7.3
8456 Spr	reader, Sand	Mounting	Dump Body			hour	\$10.4
	reader, Sand	Mounting	Truck (10yd)			hour	\$13,1
	reader, Chemical	Capacity	5 CY	10 4	Trailer & truck mounted.	hour	\$6.0
8469 Pur	mp - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$7.2
3470 Pur	пр	Centrifugal, 8M pump	2" - 10,000 gal/hr.	10 4.5	Hoses not included.	hour	\$6.1
8471 Pur	тр	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$6.7
8472 Pur	mp	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$7.9
8473 Pur	mp	A state of the second sec	the second s	lo 15	Hoses not included.	hour	\$10.3
8474 Pur	mp			to 25	Hoses not included.	hour	\$13.6
8475 Pur	mp	· · · · · · · · · · · · · · · · · · ·		to 40	Hoses not included.	hour	\$16.6
8476 Pur	mp	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$27.1

8477	Pump			10 95	Hoses not included.	hour	\$32.00
8478	Pump			to 140	Hoses not included.	hour	\$41.50
8479	Pump			to 200	Hoses not included.	hour	\$49.90
8480	Pump			to 275	Does not include Hoses.	hour	\$66.85
8481	Pump			to 350	Does not include Hoses.	hour	\$82.00
8482	Pump			to 425	Does not include Hoses.	hour	\$96.60
8483	Pump			lo 500	Does not include Hoses.	hour	\$114.00
8484	Pump			to 575	Does not include Hoses.	hour	\$133.30
8485	Pump			to 650	Does not include Hoses.	hour	\$154.70
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for lotal lift and truck rate	hour	\$11.38
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 F(		Add this rate to truck rate for total lift and truck rate	hour	\$20.54
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 FL		Add this rate to truck rate for total lift and truck rate	hour	\$39.00
8489	Aerial Lift. Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 FL HL	1	Add this rate to truck rate for total lift and truck rate	hour	\$39.50
8490	Aerial Lifl, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$8.95
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$16,10
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$29.26
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft, Ht.	to 85	Articulated and Telescoping.	hour	\$55.65
8494	Aerial Lifl, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$70.15
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft HL	to 80	2000 Lbs Capacity	hour	\$28.95
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	-	Include truck rate for total cost	hour	\$14.90
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs		Include truck rate for total cost	hour	\$22.40
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	-	Include truck rate for total cost	hour	\$36.50
8499	Pump - Trash-Pump	CPB Railing - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$7.55
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$38.70
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$66.90
8502	Crane	Max, Lift Capacity	50 MT	to 200		hour	\$90.00
8503	Crane	Max. Lift Capacity	70 MT	lo 300		hour	\$178.60
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$243.20
8510	Saw, Concrete	Blade Diameter	14 in	to 14		hour	\$7.20
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.00
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$25.10
8513	Saw, Rock			lo 100		hour	\$33.50
8514	Saw, Rock	a suffrage state of the second		to 200		hour	\$63.00
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour	\$1.66
8518	Jackhammer (Wel)	Weight Class	30-55 Lbs			hour	\$1.84
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$107.15
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$155.50
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$270.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$265.70
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	10 35		hour	\$14.15
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour	\$37.00
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour	\$36.05
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 85	Does not include truck	hour	\$36.05
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$94.00
8552	Snow Blower, Truck Mintd	Capacity	2000 Tph	10 340	Does not include truck	hour	\$142.50
8553	Snow Blower, Truck Mintd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$154.80
8558	Snow Thrower, Walk Behind	Cutting Width	2500 Tpn 25 in	10 400	Does not include nuck.	1.000	
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	10 15		hour	\$2.80
8560	Snow Blower	Contract of the second s				hour	\$14.10
	Carrier water	Capacity	2,000 Tph	to 400		hour	\$234.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$255,00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$284.00

8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	
	New Art and the second second		Townships (1.1) (1.1) (1.1)	1.1.1	Loader and Backhoe Buckets	1000	
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Included. Loader and Backhoe Buckets	hour	S
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Included. Loader and Backhoe Buckets	hour	5
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	included. Loader and Backhoe Buckets	hour	s
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	included.	hoùr	S
8580	Distributor, Asphalt	Tank Capacity	500 Gai	- Y	burners, insulated tank, and circulating spray bar.	hour	\$
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	S
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		burners, insulated tank, and circulating spray bar. Include	hour	5
8583	Distributor	ETNYRE Oil Distributor Model - PB		300		hour	5
8584	Distributor	ETNYRE Quad Chip Spreader	510	280		hour	5
0004	Distributor	E NATICE Guad Chip Spreader		200	Does not include Prime	100/	
8590	Trailer, Dump	Capacity	20 CY		Mover. Does not include Prime	hour	5
8591	Traller, Dump	Capacity	30 CY	1	Mover.	hour	5
8600	Trailer, Equipment	Capacity	30 Tons			hour	5
8601	Trailer, Equipment	Capacity	40 Tons			hour	5
8602	Trailer, Equipment	Capacity	60 Tons			hour	S
8603	Trailer, Equipment	Capacity	120 Tons			hour	S
	Logi Marti				with sump and a rear	100	
8610	Trailer, Water	Tank Capacity	4000 Gal		spraybar. with sump and a rear	hour	\$
8611	Trailer, Water	Tank Capacity	6000 Gal		spraybar. with sump and a rear	hour	5.
8612	Trailer, Water	Tank Capacity	10000 Gal		spraybar. wilh sump and a rear	hour	5
8613	Trailer, Water	Tank Capacity	14000 Gal		spraybar.	hour	\$2
8614	Truck- Water Tanker	1000 gal. tank		175		hour	53
8620	Tub Grinder			to 440		hour	\$9
8621	Tub Grinder			to 630		hour	\$14
8622	Tub Grinder			to 760	-	hour	\$10
8623	Tub Grinder	free and a low of the second		to 1000		hour	\$32
8627	Horizontal Grinder	Model HG6000	·	630		hour	\$
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$4
8629	Stump Grinder	24" grinding wheel		110	Does not include Prime	hour	\$
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Mover.	hour	5
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime	hour	5
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Does not include Prime Mover.	hour	\$2
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55	-	hour	\$
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	53
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$2
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	5
8638	Rake	Barber Beach Sand Rake 600HDr, towed				hour	S
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	5
8640	Trailer, Office	Trailer Size	8' x 24'	12.0	Cargo Size 16ft	hour	
8641	Trailer, Office	Trailer Size	6' x 32'		Cargo Size 24ft	hour	
8642	Trailer, Office	Trailer Size	10' x 32'		Cargo Size 20ft	hour	
8643	Trailer	Haz-Mat Equipment trailer	8'x18'		owille dice colt	hour	S
8644	Trailer, Covered Utility Trailer	(7' X 16')	BAIG			hour	3
1.30	during control out of theme	100.00000000000000000000000000000000000		101		1.0.7	
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers	-	101		hour	5
8646	Trailer, Dodge	32' flatbed water		110.0	Wheel Mounted, Chain and	hour	\$
8650	Trencher			to 40	Wheel.	hour	5

\$24.	hour	Wheel Mounted, Chain and Wheel,	to 85		1.1.1.1.1.1.1.1.1	Trencher	8651
524. \$1.	hour		10 03		2008 Griswold Trenchbox	Trencher accessories	8654
\$12.	hour		to 30	24 in	Plow Depth	Plow, Cable	8660
\$37.	hour		to 65	36 in	Plow Depth	Plow, Cable	8661
\$41.	hour		to 110	48 in	Plow Depth	Plow, Cable	8662
	nga	alignment attachment.	10110	40 11			
\$34.	hour	Include Iruck rate alignment attachment.		60 FL	Max. Boom Length	Derrick, Hydraulic Digger	8670
\$54,	hour	Include truck rate		90 Ft	Max. Boom Length	Derrick, Hydraulic Digger	8671
\$82.	hour		to 300	13 CY	Mixer Capacity	Truck, Concrete Mixer	8680
\$100.	hour				100 Ft Ladder	Truck, Fire	8684
\$68.	hour		_	1000 GPM	Pump Capacity	Truck, Fire	8690
\$72.	hour		· · · · · ·	1250 GPM	Pump Capacity	Truck, Fire	8691
\$78.	hour			1500 GPM	Pump Capacity	Truck, Fire	8692
\$81.	hour			2000 GPM	Pump Capacity	Truck, Fire	8693
\$117.	hour			75 FT	Ladder length	Truck, Fire Ladder	8694
\$142	hour			150 FT	Ladder length	Truck, Fire Ladder	8695
\$93.	hour	Rescure Equipment	330		No Ladder	Truck, Fire	8696
\$20.	hour		to 200	15000 Lbs	Maximum Gvw	Truck, Flalbed	8700
\$35.	hour		to 275	25000 Lbs	Maximum Gvw	Truck, Flatbed	8701
\$27.	hour		to 300	30000 Lbs	Maximum Gvw	Truck, Flatbed	8702
\$44.	hour		to 380	45000 Lbs	Maximum Gvw	Truck, Flatbed	8703
1.1.1	10000			Lasting Charles	48ft to 53ft, flat-bed, freight, two	Tealling addit	0700
\$8.	hour		-	50,000+ gvwr	axie	Trailer, semi	8708
\$9.	hour		-	50,000+ gvwr	enclosed 48 ft to 53 ft, two axles	Trailer, semi	8709
\$9,	hour			25,000 gvwr	28ft, single axle, freight	Trailer, semi	8710
\$3.	hour	Los a demonstra			6 ton	Flat bed utility trailer	8711
524.	hour	Truck Mounted.		5 CY	Hopper Capacity	Cleaner, Sewer/Catch Basin	8712
\$31.	hour	Truck Mounted.		14 CY	Hopper Capacity	Cleaner, Sewer/Catch Basin	8713
\$82.	hour		49	500/800 gal	800 Gal Spoils/400 Gal Water	Vactor	8714
\$18.	hour		-		model LP555DT	Truck, Hydro Vac	8715
\$51.	hour	Leaf Vac + Truck Code 8811	85		Tow by Truck 22,000 cfm capacity	Leaf Vac	8716
\$74.	hour		400		60,000 GVW	Truck, Vacuum	8717
\$9.	hour	towed by tractor	-		model 2007 Barber	Litter Picker	8719
\$48.	hour		to 220	8 CY	Struck Capacity	Truck, Dump	8720
\$60.	hour		to 320	10 CY	Struck Capacity	Truck, Dump	8721
\$67.	hour		to 400	12 CY	Struck Capacity	Truck, Dump	8722
\$75.	hour		to 400	18 CY	Struck Capacity	Truck, Dump	8723
\$121.	hour		to 450	28 CY	Struck Capacity	Truck, Dump, Off Highway	8724
\$77.	hour		to 400	14 CY	Struck Capacity	Truck, Dump	8725
\$48.	hour		10 255	25 CY	Capacity	Truck, Garbage	8730
\$55.	hour		to 325	32 CY	Capacity	Truck, Garbage	8731
\$3.	hour	Powered by Solar System			Environmental Beta Attenuation Air Monitor	E-BAM Services	8733
\$5.	hour				that can stop a vehicle at 60 mph	Attenuator, safety	8734
\$3.	hour				2004 Truck Mounted for 60 mph	Truck, Attenuator	8735
\$27.	haur		175		1987 Chevy Kodiak 70	Truck, tow	8736
\$18.	hour		350		Special Service Canteen Truck	Van, Custom	8744
\$21.	hour		300		model MT10FD	Van, step	8745
\$20.	hour		225-300		light duty, class 1	Van-up to 15 passenger	8746
\$20.			225-300		light duty, class 2	Van-up to 15 passenger	8747
	hour		225-300			Van-cargo	8748
\$22.	hour		225-300		light duty, class 1	Van-cargo	8749
\$22.	hour	-			light duty, class 2	Provide States To Provide States and	8749
\$6.	hour		10 30			Vehicle, Small	
\$2.	hour		to 10	27.1.47	Contraction	Vehicle, Recreational	8753
\$3.	hour		-	2 person	Capacity	Golf Cart	8755
\$1.	hour	Includes around cable and	to 4			Vibrator, Concrete	8751
\$3.	hour	Includes ground cable and lead cable.	to 16			Welder, Portable	8770
	1.1011117	CONTRACTOR OF A DESCRIPTION OF A DESCRIP	G 10.19 ***				

8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$6.80
8772	Welder, Portable	· I		to 50	Includes ground cable and lead cable.	hour	\$10.00
8773	Welder, Portable	2.00		to 80	Includes ground cable and lead cable.	hour	\$13.76
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$28.70
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$50.00
8788	Container & roll off truck	30 yds		1.1.1.1		hour	\$23.05
8789	Truck, Tractor	1997 Freighlliner F120		430		hour	\$54.90
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$42.40
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$46.00
8792	Truck, Tractor	6×2	45000 lbs	10 360		hour	\$52.75
	Tout Anima	Enclosed w/lift gate. Medium duty				hour	\$23.25
8794	Truck, freight	class 5	gvwr 16000-19500 Lbs			hour	323.23
8795	Truck, backhoe carrier	Three axle, class 8, heavy duly	over 33000Lbs	1		hour	\$34.50
8796	Truck, freight	Eenclosed w/lift gale. Heavy duty, class	7, 26,001 to 33,000 lbs gvwr			hour	\$31.00
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gywr			hour	\$32.00
100	S.V	Tilt and roll back, three axle. class	T Transford Case			1.0	
8799	Truck,	8 heavy duty	over 33,001+ gvwr			hour	\$40,60
8800	Truck, Pickup		and the second second		When transporting people.	mile	\$0.54
8601	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$12,30
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234	1.1	hour	\$17.65
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle 4x2-Axle	260		hour	\$19.85 \$22.25
8804	Truck, Pickup	1 1/2-ton Pickup Truck 1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$23.10
8805 8806	Truck, Pickup Truck, Pickup	3/4-ton Pickup Truck	4x2-Axie	165		hour	\$13.40
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$20.80
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$22.85
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$26.40
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$26.75
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$27.50
8820	Skidder accessory	2005 JCB Grapple Claw				hour	\$1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket				hour	\$1.50
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$52.26
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$115.00
8824	Skidder	model Cat 525B		up to 160		hour	\$62.90
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$118,77
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$38.65
10.00	BUD STORES	2009 International 1,800 gal.		44		100000000	
8841	Truck, fuel	storage tank	-	200		hour	\$30,50
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator				hour	\$14.66
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?				hour	\$13.60
8844	Mobile Command Center	(unified) (RV) Ulilimaster MP-35	43 FT Long with Generator	400		hour	\$75.00
8845	Mobile Command Post Vehicle	(RV) (In- Motion) (RV) (Stationary) w/9.6 KW	22-Ft Long	340		hour	\$31.00
8646	Mobile Command Post Vehicle	Generator	22-Ft Long	340		hour	\$19.2
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	-		hour	\$29.4
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$48.90
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator				hour	\$52.00
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$45.50
17.75		1990- Ford Econoline-		1.1.1.1.1	1	1. TTT:	* <u>1.54</u> e
8851	Mobile Command Van	Communication Van 47.5' X 8.75 Fully Equip' (In		230		hour	\$41.00
8852	Mobile Command Center	motion) (RV) 47.5' X 8.75 Fully Equip'		410		hour	\$65.3
8853	Mobile Command Center	(Stationary)		410	1	hour	\$45.0

8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$96.2
		Terex/Amida AL 4000. with (4)	14.01	13.5		h	\$10.6
8870	Light Tower	500 watt lights	w/10kw power unit	13.5	-	hour	
8871	Light Tower	2004 Allmand				hour	\$6.3
8872	SandBagger Machine	(Spider) automatic OH-58 KIOWA (Military) is the	and the second se	4.5		hour	\$48.
8900	Helicopter	same as "Bell-206B3		420		hour	\$474.
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$496.
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$582.
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$596.
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$780.
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$626.
8906	Piper-Fixed wing	Model Navaio PA-31		310		hour	\$456.
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$487.
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$2,945.
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$5,504.
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$10,750.
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$621.
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$596.
8913	Helicopter	Model Bell-206L4		726		hour	\$576.
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$1,316.
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$697.
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$1,075
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$447
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$19
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$14
	Aerial Lift	model 2008 Genie Scissor Lift				hour	\$6



# **OFFICE OF THE PRESIDENT**

Present to the Board: July 24, 2019

то:	Lake-Sumter State College District Board of Trustees
FROM:	Stanley M. Sidor President
RE:	490- Acceptance of Gifts from Lake-Sumter State College Foundation

#### **OVERVIEW:**

Board Rule 1.09 requires the District Board of Trustees to accept gifts of real estate, securities, or gifts of assets other than cash, securities, or real estate.

### ANALYSIS:

The Lake-Sumter State College Foundation, Inc., received a donation from Jenkins Hyundai of a 2015 Hyundai Santa Fe, valued by the donor at \$9,000. The purpose of the vehicle is to be utilized as a security vehicle for the Lake-Sumter State College's campuses.

The Lake-Sumter State College Foundation, Inc., received a donation of a 2006 International Bucket Truck with an approximate value of \$30,000 from SECO. The purpose of the vehicle is to be utilized for the Electrical Distribution Technology program.

### **RECOMMENDATION:**

It is recommended that Board approve this item as written.



# OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees
FROM:	Stanley M. Sidor Str. Sido President
RE:	491 – Scheduled Reports/Time Reserved/President/Vice Presidents

#### **OVERVIEW:**

Each month Dr. Stanley Sidor and the Vice Presidents presents the District Board of Trustees with an updated report on Lake-Sumter State College business and events surrounding the college.

#### ANALYSIS:

The report contains information in reference to Legislative Updates, meetings, and other miscellaneous items.

#### **RECOMMENDATION:**

It is recommended that the Board acknowledge or accept this item as written.



# OFFICE OF THE PRESIDENT

Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees
FROM:	Stanley M. Sidor Str. Sidy President
RE:	492 – Committee Reports

#### **OVERVIEW:**

The District Board of Trustees serve on Committees that address different areas of the college. Currently, there are six committees: Executive Committee, Facilities Committee, Strategic Planning Committee, Health Sciences Collegiate Academy Governance Committee, Sumter Partnership, and the LSSC Foundation, Inc. Liaison.

### ANALYSIS:

The Board Chairman will appoint each Trustee to a committee and select a chairperson for each one. Once a meeting has occurred the chair of each committee will update the full Trustee Board at the monthly DBOT meeting.

### **RECOMMENDATION:**

It is recommended that the Board acknowledge or accept this item as written.



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees	
FROM:	Stanley M. Sidor Str. Sty President	
RE:	493 – Scheduled Reports/Board Attorney	

## **OVERVIEW:**

Each month the college attorney Anita Geraci-Carver presents the District Board of Trustees with an updated report on any legal matters on behalf of Lake-Sumter State College.

## ANALYSIS:

The report contains information in reference to legal matters, and other miscellaneous items.

# **RECOMMENDATION:**

It is recommended that the Board acknowledge or accept this item as written.



July 15, 2019

District Board of Trustees for Lake-Sumter State College 9501 U.S. Highway 441 Leesburg, Florida 34474

Re: Board Attorney Report for July 24, 2019

Dear Trustees:

There has been a development in one of the pending matters previously reported at the June meeting. On July 5, 2019 a Determination of "No Reasonable Cause" was issued by the State of Florida – Florida Commission on Human Relations in Florida Commission on Human Relations, Case No. 201916025; EEOC No. 15D201900045. A determination of no reasonable cause means it was determined that "no reasonable cause exists to believe that an unlawful practice occurred." The former employee has 35 days from July 5, 2019 to request an administrative hearing. The former employee alleged discrimination related to use of leave under the Family Medical Leave Act. Despite this determination, on Friday July 12, 2019 the former employee through her attorney Eric Bossardt advised that his client intends to file a complaint in the U.S. Middle District Court claiming Family Medical Leave Act Interference, Family Medical Leave Act Retaliation, Disability Discrimination under the Americans with Disabilities Act Amendments Act and Retaliation under the Americans with Disabilities Act Amendments Act. He attached a copy of the complaint and advised his client will accept \$40,000 in lieu of filing the complaint. Once attorney Mike Pierro has the opportunity to thoroughly discuss with Dr. Bigard more information will be provided to the Board.

In the interim if you have any questions on this matter or any other pending matters, please feel free to call me. I look forward to seeing you at the Board meeting.

Respectfully submitted,

Geraci Carver

Anita Geraci-Carver

cc: Dr. Sidor, President Dr. Bigard, Vice-President

> 352.243.2801 • Fax 352.243.2768 1560 Bloxam Avenue • Clermont, Florida 34711 anita@agclaw.net

### UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA ORLANDO DIVISION

OLGA BETANCOURT,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.:
	)	
	)	
LAKE-SUMTER STATE COLLEGE,	)	
	)	
Defendant.	)	
	/	

PLAINTIFF'S COMPLAINT WITH DEMAND FOR JURY TRIAL

Plaintiff, OLGA BETANCOURT ("Plaintiff" or "Betancourt"), files her Complaint against Defendant, LAKE-SUMTER STATE COLLEGE ("Defendant" or "LSSC"), and states the following:

### NATURE OF THE CLAIMS

1. This is an action for monetary damages and injunctive relief, pursuant to the Family and Medical Leave Act of 1996, 29 U.S.C. §§ 2601 *et seq.* (hereinafter the "FMLA"); and Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.* (hereinafter the "ADA").

2. This action is to redress Defendant's unlawful employment practices against Plaintiff, including Defendant's unlawful discrimination and retaliation against Plaintiff based on her disability and Defendant's interference and retaliation against Plaintiff for exercising her rights under the FMLA and ADA.

### JURISDICTION AND VENUE

3. This Court has jurisdiction of the claims herein pursuant to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding deprivation of Plaintiff's civil rights under the FMLA and ADA.

 This Court has supplemental jurisdiction over Plaintiff's related claims arising under state law pursuant to 28 U.S.C. §1367(a).

5. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein occurred in this district.

### THE PARTIES

6. Plaintiff, Betancourt, is a citizen of the United States and is, and was at all times material hereto, a citizen of the State of Florida.

Plaintiff works for Defendant at its principal place of business located at 9501
 US-441, Leesburg, Florida 34788.

 Defendant is an employer as defined by the all laws under which this action is brought and employs the requisite number of employees.

### PROCEDURAL REOUIREMENTS

9. Plaintiff has complied with all statutory prerequisites to filing this action.

10. On or about October 12, 2018, Plaintiff filed a claim with the Equal Employment Opportunity Commission (hereinafter the "EEOC"), satisfying the requirements of 42 U.S.C. § 2000e-5(b) and (e).

11. Plaintiff's EEOC charge was filed within three hundred (300) days after the alleged unlawful employment practices occurred.

12. On July 5, 2019, the EEOC issued to Plaintiff a Notice of Right to Sue.

13. This complaint was filed within ninety (90) days of the issuance of the EEOC's Right to Sue letter.

### **FACTS**

14. Plaintiff has been employed by Defendant for approximately eight (8) years, and currently holds the position of Financial Aid Advisor.

15. While employed by Defendant, Plaintiff has satisfactorily performed the job requirements of her position.

16. Plaintiff is a full-time employee who regularly works or exceeds forty (40) hours per week.

17. Plaintiff suffers from a disability. Defendant was made aware of her condition in 2016.

18. Plaintiff has a physical or mental impairment that substantially limits one or more major life activities.

19. During her employment, Plaintiff has been subjected to disparate treatment and discrimination due to her medical condition with regard to the terms and conditions of her employment.

20. On or about April 2018, Plaintiff was approved for intermittent FMLA leave.

21. Specifically, Plaintiff was granted leave due to her medical condition of severe anxiety.

22. Shortly after Plaintiff was approved to take intermittent FMLA leave, the Page 3 of 8

Assistant Director of Financial Aid (hereinafter referred to as "Marta") began requiring Plaintiff to commute to another campus over 40 miles away from her residence.

23. In May 2018, Plaintiff suffered a severe anxiety attack and was given a note from her treating physician to be out of work for two (2) days to seek treatment.

24. Upon providing this note to Marta, Plaintiff was told, "Get out of here, obviously your doctor does not want you here because of your health issues" in front of several other employees.

25. This caused Plaintiff extreme humiliation and exacerbated her medical condition.

26. Then, in July 2018, Plaintiff was given a poor performance review.

27. Prior to being approved for intermittent FMLA leave in April 2018, Plaintiff's performance reviews were above average.

28. Plaintiff reported her concerns to management and Human Resources, but no appropriate remedial action was taken.

29. Plaintiff feels that Defendant is discriminating against her based on her medical condition and retaliating against her for her use of intermittent FMLA.

30. Plaintiff has been damaged by Defendant's illegal conduct.

31. Plaintiff has had to retain the services of undersigned counsel and has agreed to pay said counsel reasonable attorneys' fees.

### **COUNT I: FMLA INTERFERENCE**

Page 4 of 8

32. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.

33. Plaintiff is an employee eligible for protected leave under the FMLA.

34. Defendant is and was an employer as defined by the FMLA.

35. Plaintiff has exercised or attempted to exercise her rights under the FMLA.

36. Defendant is interfering with Plaintiff's lawful exercise of her FMLA rights.

37. Defendant's actions were and are willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff's rights.

38. Plaintiff was injured due to Defendant's willful violations of the FMLA, to which she is entitled to legal relief.

# COUNT II: FMLA RETALIATION

39. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.

40. Plaintiff is an employee eligible for protected leave under the FMLA.

41. Defendant is and was an employer as defined by the FMLA.

42. Plaintiff has exercised or attempted to exercise her rights under the FMLA.

43. Defendant is retaliating against Plaintiff for exercising or attempting to exercise her FMLA rights.

44. Defendant's actions were and are willful, knowing and voluntary, and otherwise done with malice and/or reckless indifference for Plaintiff's rights.

45. Plaintiff has been injured due to Defendant's willful violations of the FMLA, to which she is entitled to legal relief.

### **COUNT III: DISABILITY DISCRIMINATION UNDER THE ADAAA**

46. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.

47. At all times relevant to this action, Plaintiff was and is a qualified individual with a disability within the meaning of the ADAAA.

48. Plaintiff has an actual disability, has a record of being disabled, and/or is perceived as being disabled by Defendant.

49. Defendant is prohibited under the ADAAA from discriminating against Plaintiff because of her disability with regard to discharge, employee compensation, and other terms, conditions, and privileges of employment.

50. Defendant has violated the ADAAA by unlawfully discriminating against Plaintiff based on her disability.

51. Plaintiff has been damaged by the illegal conduct of Defendant.

52. Defendant's discriminatory conduct, in violation of the ADAAA, has caused the Plaintiff to suffer mental and emotional distress, entitling her to compensatory damages.

53. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling her to punitive damages.

### **COUNT IV: RETALIATION UNDER THE ADAAA**

54. Plaintiff re-alleges and adopts, as if fully set forth herein, the allegations stated in Paragraphs 1-31, above.

55. Defendant intentionally retaliated against Plaintiff for engaging in protected activity under the ADAAA.

56. Defendant's conduct violates the ADAAA.

57. The Plaintiff has satisfied all statutory prerequisites for filing this action.

58. Defendant's discriminatory conduct, in violation of the ADAAA, has caused the Plaintiff to suffer mental and emotional distress, entitling her to compensatory damages.

59. Defendant has engaged in discriminatory practices with malice and reckless indifference to the Plaintiff's federally protected rights, thereby entitling her to punitive damages.

WHEREFORE, Plaintiff, requests this Honorable Court:

a) Enter judgment requiring Defendant to pay back wages and back benefits found to be due and owing at the time of trial, front-pay, compensatory damages, including emotional distress damages, in an amount to be proved at trial, punitive damages, liquidated damages, and prejudgment interest thereon;

b) Grant Plaintiff her costs and an award of reasonable attorneys' fees (including expert fees); and

c) Award any other and further relief as this Court deems just and proper.

# JURY DEMAND

Plaintiff hereby requests a trial by jury on all triable issues herein.

Respectfully Submitted:

/s/ Eric W. Bossardt Eric w. Bossardt, Esq. Florida Attorney Registration No. 124614 Spielberger Law Group 202 S. Hoover Blvd. Tampa, Florida 33609 T: (800) 965-1570 F: (866) 580-7499 Eric. Bossardt@spielbergerlawgroup.com

Counsel for Plaintiff



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees	
FROM:	Stanley M. Sidor Str. Sigh	
RE:	494 – Election of Board Officers	

## **OVERVIEW:**

Each year a board workshop is held prior to the July Board Meeting to develop a slate of officers to serve as Chairman and Vice Chairman for the 2019-2020 year.

# ANALYSIS:

The names have been submitted by those who have either been nominated or expressed a desire to serve in the positions of Chairman and Vice Chairman.

# **RECOMMENDATION:**

It is recommended that the Board approve this item as written.



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College
	District Board of Trustees

FROM: Stanley M. Sidor Stan Sidoy President

RE: 495 – 2019-20 District Board of Trustee Meeting Schedule

### **OVERVIEW:**

Attached is the proposed schedule of the 2019-2020 District Board of Trustees Regularly Scheduled Meetings and Executive Committee Meetings.

## ANALYSIS:

The Schedule is for the Board's Review.

### **RECOMMENDATION:**

It is recommended that Board approve this item as written.

# Lake-Sumter State College Board of Trustees 2019/2020

# **Meeting Schedule**

DATE/TIME	MEETING LOCATION	EXECUTIVE COMMITTEE	
September 18, 2019 5 p.m.	Leesburg	September 10, 2019 8:30 a.m.	
October 16, 2019 5 p.m.	Sumter Center	October 8, 2019 8:30 a.m.	
November 20, 2019 5 p.m.	South Lake	November 12, 2019 8:30 a.m.	
January 22, 2020 5 p.m.	Leesburg	January 14, 2020 8:30 a.m.	
February 19, 2020 5 p.m.	Sumter Center	February 11, 2020 8:30 a.m.	
March 25, 2020 5 p.m.	Leesburg	March 10, 2020 8:30 a.m.	
April 22, 2020 5 p.m.	South Lake	April 14, 2020 8:30 a.m.	
May 20, 2020 5 p.m.	Leesburg	May 12, 2020 8:30 a.m.	
June 24, 2020 5 p.m.	Leesburg	June 16, 2020 8:30 a.m.	
July 22, 2020 5 p.m.	Leesburg	July 14, 2020 8:30 a.m.	

Workshops will be added to each meeting as needed



Present to the Board: July 24, 2019

TO:	Lake-Sumter State College District Board of Trustees	
FROM:	Stanley M. Sidor Str. Sidon President	
RE:	496 – President's Job Description	

## **OVERVIEW:**

The president is the chief executive officer of Lake-Sumter State College, and is responsible for the operation and administration of the state college. The following job description is being corrected to match the current college organizational chart.

## ANALYSIS:

Positions that the President incumbent supervises: Executive Vice-President, Vice-President of Academic Affairs, Vice-President of Enrollment and Student Affairs, Vice-President of Institutional Advancement and Executive Director of the Foundation, Inc., and Executive Assistant to the President.

# **RECOMMENDATION:**

It is recommended that the Board approve this item as written.

### LAKE-SUMTER STATE COLLEGE JOB DESCRIPTION

### TITLE: President

### POSITION NUMBER: 999999

### **OCCUPATIONAL CATEGORY: Executive**

### JOB LEVEL: MA12

### GENERAL SUMMARY:

The president is the chief executive officer of Lake-Sumter State College, shall be corporate secretary of the state college board of trustees, and is responsible for the operation and administration of the state college. Responsible for demonstrating LSSC's core value of Service Excellence; respect, competence, responsiveness, and collaboration, in all interactions. Supervisors must model LSSC's Service Excellence Philosophy and Standards, and ensure staff meets Service Excellence standards.

### Position reports to Board of Trustees.

Incumbent supervises: Executive VP Business Affairs Administrative and Financial Services, VP Academic and Student Affairs, Vice President of Enrollment and Student Affairs, Associate Vice President of Institutional Advancement and Executive Director IA/ of the Foundation, Executive Director PIE, Director College Relations and Marketing, and Special Executive Assistant to the President.

### QUALIFICATIONS:

**EDUCATION:** Doctorate degree from accredited institution, with teaching experience preferred and a strong commitment to excellence in teaching and learning.

**EXPERIENCE:** Innovative, energetic, strategic and visionary leader with senior administrative experience in a state college or other higher education institution.

PERCENT	NUMBER	DUTY DESCRIPTION
100	1.	Recommend the adoption of rules, as appropriate, to the state college board of trustees.
	2.	Prepare an annual budget request and an operating budget for approval by the District board of trustees.
	3.	Establish and implement policies and procedures to recruit, appoint, transfer, promote, compensate, evaluate, reward, demote, discipline, and remove personnel, within law and rules of the State Board of Education and in accordance with rules of the board of trustees.
	4.	Govern admissions, subject to law and rules or policies of the state college board of trustees and the State Board of Education.
	5.	Approve, execute, and administer contracts for and on

## PRINCIPAL DUTIES AND RESPONSIBILITES:

		behalf of the state college board of trustees for licenses; the acquisition or provision of commodities, goods, equipment, and services; leases of real and personal property; and planning and construction.
	6.	Act for the state college board of trustees as custodian of all state college property and financial resources.
	7.	Establish the internal academic calendar of the state college within general guidelines of the State Board of Education.
1.00	8.	Administer the state college's program of intercollegiate athletics.
	9.	Recommend to the board of trustees the establishment and termination of programs within the approved role and scope of the state college.
	10.	Award degrees.
	11.	Recommend to the board of trustees a schedule of tuition and fees to be charged by the state college, within law and rules of the State Board of Education.
	12.	Organize the state college to efficiently and effectively achieve the goals of the state college.
	13.	Review periodically the operations of the state college in order to determine how effectively and efficiently the state college is being administered and whether it is meeting the goals of its strategic plan and that of the State Board of Education.
	14.	Approve the internal procedures of student government organizations and provide purchasing, contracting, and budgetary review processes for these organizations.
	15.	Ensure compliance with federal and state laws, rules, regulations, and other requirements that are applicable to the state college.
	16.	Maintain all data and information pertaining to the operation of the state college, and report on the attainment by the state college of institutional and statewide performance accountability goals.
	17.	Develop and implement jointly with school superintendents a comprehensive articulated acceleration program, including a comprehensive interinstitutional articulation agreement, for the students enrolled in their respective school districts and service areas pursuant to the provisions of s. 1007.235.
	18.	Have authority, after notice to the student of the charges and after a hearing thereon, to expel, suspend, or otherwise discipline any student who is found to have violated any law, ordinance, or rule or regulation of the State Board of Education or of the board of trustees of the state college pursuant to the provisions of s. 1006.62.
	19,	Submit an annual employment accountability plan to the Department of Education pursuant to the provisions of s.

	11	1012.86.	
	20.	Annually evaluate, or have a designee annually evaluate, each department chairperson, dean, provost, and vice president in achieving the annual and long-term goals and objectives of the state college including the employment accountability plan. <u>Annually evaluate</u> or have designee(s) annually evaluate senior administrative staff relative to achievement of the annual and long-term goals of the College including the employment accountability plan.	
	21.	Have vested with the president or the president's designee the authority that is vested with the state college.	
	22.	Performs other duties as assigned.	
Total = 100%			

### KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

An understanding of and commitment to the state college mission and student success. A demonstrated ability to build consensus among colleagues and to establish interpersonal skills including outstanding communicative ability. Understanding of and ability to work with the political process. Evidence of leadership in fund raising, initiating new programs, opening new facilities, and developing complex educational organizations. Functional knowledge of laws and regulations relevant to the state college system and a thorough understanding of higher education issues. Evidence of leadership of the teaching and learning process. Understanding of technology and its impact on the learning process. Proven history of commitment to the vales of promoting and enhancing diversity, including ethnicity, disabilities, gender, age, and first generation to attend college. Ability to demonstrate the four College Service Excellence Standards of respect, competence, responsiveness and collaboration when interacting with students, employees, visitors, and state members.

#### WORKING CONDITIONS:

Normal office conditions.

Financial Accountability: Direct \$90,079,000 in operating budget, capital projects and physical plant. Indirect \$

Account Size & Makeup: Primary District Board; Secondary - President, Vice Presidents, all Administrators, Students, Faculty and Staff. Secondary

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified.

## APPROVALS:

Supervisor

Date

Human Resources

Date



# DISTRICT BOARD OF TRUSTEES RESOLUTION IN HONOR OF THE VILLAGES™ COMMUNITY DEVELOPMENT DISTRICTS

WHEREAS, the mission of the Lake-Sumter State College is to deliver student success through personal attention and flexible pathways leading to rewarding careers and higher wages; and

WHEREAS, one of the responsibilities of the District Board of Trustees is to build partnerships within the community further the mission of the College; and

WHEREAS, strong community partnerships are mutually beneficial relationships that allow for additional opportunities when funding sources for public colleges are limited; and

WHEREAS, Lake-Sumter State College is proud have a strong partnership with the The Villages<sup>TM</sup> that offers advisory and financial support to the College's students and academic programs;

WHEREAS, the College identified a need for service vehicles to support maintenance and facilities operations at the College's three campuses; and

WHEREAS, Richard Baier of the The Villages<sup>TM</sup> Community Development Districts was instrumental in facilitating the donation of two Ford F-150 pickup trucks from their fleet; and

THEREFORE, BE IT RESOLVED THAT, the LSSC District Board of Trustees do hereby convey special recognition to Richard Baier and the The Villages<sup>TM</sup> Community Development Districts as Outstanding Community Partners for their generous support of Lake-Sumter State College.

Presented this 24th day of July, 2019.

Peter F. Wahl, Chairman, District Board of Trustees

Stanley M. Sidor, Ed.D., President