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Lake Sumter State College

DISTRICT BOARD OF TRUSTEES

WEDNESDAY, JANUARY 20, 2021

Sumter Center

Leesburg Campus
9501 U.S. Highway 441
Leesburg, FL 34788

South Lake Campus
1250 N. Hancock Road
Clermont, FL 34711

Sumter Center
1423 County Road 526 A
Sumterville, FL 33585

**Lake-Sumter State College
DISTRICT BOARD OF TRUSTEES
Wednesday, January 20, 2021
Sumter Center**

I. CALL TO ORDERMr. Wahl

II. PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

III. 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.)*

CONSENT CONSIDERATIONS (Tab A).....Mr. Wahl/Dr. Sidor

ACTIONS and ACKNOWLEDGEMENTS

- 1-01 Action: Minutes of November 18, 2020 Regular Meeting
- 1-02 Acknowledge: Human Resources Transactions Staff
- 1-03 Action: Curriculum Revisions
- 1-04 Action: Monthly Fiscal Report for December 2020
- 1-05 Acknowledgement: Facilities Update
- 1-06 Action: Purchases Over \$25,000

SCHEDULED INFORMATION REPORTS (Tab B)

- 1-07 President's Update..... Dr. Sidor
 - Meetings/Activities/Misc.
 - Legislative Update
 - Vice Presidents Report (Bigard, Brady, Vitale, Byrd)
- 1-08 Committee Reports.....Mr. Wahl
 - Executive Committee
- 1-09 Board Attorney's Report.....Mrs. Geraci-Carver

INFORMATION ITEMS (Tab C).....Mr. Wahl/Dr. Sidor

- 1-10 Appointments of the Lake-Sumter State College Academic Advisory Committee
Members Dr. Vitale
- 1-11 First Reading: Revision to Board Rule 1.02.....Dr. Bigard
- 1-12 SACSCOC Information Update Dr. Bigard/Dr. Vitale

NEW BUSINESS (Tab D)Mr. Wahl/Dr. Sidor

- 1-13 Action: COVID-19 Memorandum of Understanding with UFF.....Dr. Bigard
- 1-14 Action: Advent Health MOUDr. Bigard
- 1-15 Action: Team CoronaDr. Bigard
- 1-16 Action: IOT (Internet of Things)..... Dr. Vitale
- 1-17 Action: Ground Lease with Academica.....Dr. Bigard
- 1-18 Action: UF Health Clinical AgreementDr. Bigard
- 1-19 Action: Lake County COVID Funding/LTC Sub-Grant Recipient AgreementDr. Bigard

OTHER CONSIDERATIONSMr. Wahl/Dr. Sidor

As Needed by Chairman/President

ADJOURNMENTMr. Wahl

CALENDAR NOTES

Next Executive Committee Meeting	Tuesday, February 9, 2021	Leesburg Campus
Next Board Meeting	Wednesday, February 17, 2021	Sumter Center
Spring Break	Sunday, March 14-21, 2021	Campuses Closed



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-01 – Minutes of November 18, 2020 Board of Trustees Meeting

OVERVIEW:

Attached are the minutes of November 18, 2020 Board meeting.

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
NOVEMBER 18, 2020**

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 5:00 p.m. on November 18, 2020, in the Magnolia Room and via Zoom, by Mr. Peter F. Wahl, Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Mrs. Jennifer Hill, Mrs. Jennifer Hooten, Mr. 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.

Mike Matulia and Cristy Snellgroves presented the Cross-Country team to recognize them for placing 7th at the NJCAA Nationals earning National Recognition.

Jenn Unterbrink asked each SGA officer to introduce themselves, the office they currently hold, and their major. She also gave a brief presentation on the new student engagement platform SGA is currently using.

CONSENT CONSIDERATIONS- ACTIONS and ACKNOWLEDGEMENTS

Bret Jones moved and Emily Lee seconded the motion to approve as presented agenda items numbers 11-1 through 1-08 as follows:

Minutes of October 21, 2020, Regular Board Meeting
2020-10-01

Minutes of October 21, 2020, Facilities Committee Meeting
2020-10-02

Human Resources Transactions
2020-10-03

Appointments of:

Andrew Brinkley	effective date 10/16/2020
Nickalou Bhajan	effective date 10/05/2020
Cote Huggins	effective date 10/12/2020
Matthew Bush	effective date 11/09/2020

Separation of:

Douglas Wymer	effective date 10/31/2020
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Monthly Fiscal Report for October 2020
2020-10-04

Facilities Update
2020-10-05

Purchases over \$25,000

2020-10-06

Stetson Honors Program Articulation Agreement

2020-10-07

Curriculum Revisions

20-10-08

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

SCHEDULED INFORMATION REPORTS

President’s Update

2020-11-09

Dr. Sidor reported on current legislative items the Council of Presidents are discussing.

- Use of CARES Act funding.
- Nursing shortage Report-Task Force and ways to partner
- Restore PECO Funding
- Budgets cuts
- Request to be included in the State Agency Insurance plan.
- Tuition increase
- Association of Florida Colleges structure
- Proposal for transfer students

Dr. Heather Bigard

Dr. Bigard reported that on Covid-19 exposures at the writing of her report we had 115.

Cabinet has recently approved documents where employees will return to work in the spring. Within the document’s employees can apply for work accommodations. We will follow the official formality of employees going through an ADA request process or FMLA process. We are also piloting a flex-time work policy which will allow employees to have a hybrid work experience.

She gave an update regarding the use of CARES Act funding. Initially we were told we were eligible for \$2.5 million dollars which is part of a \$5 allocation from Lake County for Lake Technical College and Lake-Sumter. There is concern that these funds may not be eligible for use by colleges. The attorney for Lake County is in regular communication with the Dept. of Energy to get an answer if we are eligible to receive these funds. Our concern is we are running out of time all items have to be purchased and received by December 31, 2020. She gave an update of all of the impacts we will have if we do not receive these funds.

There has been a ground lease agreement drafted with Academica for the property in South Lake and it is currently under review. Once completed it will be presented to the board for approval.

Her full report is located in the board packet.

Claire Brady

Dr. Brady reported on spring enrollment being up in head count by 2.3%. They are working to get our current students registered. They began a campaign called stop outs which are students who were recently enrolled and stopped by the outreach efforts as of today 23 of them have registered. She reported on virtual recruiting events and they are well attended.

She announced that commencement has been recorded and will be viewable on December 11, 2020 at 6:30 pm. It can be viewed on Facebook and YouTube. We are currently preparing for a similar event for the spring. There are five students being awarded the Order of the Lakehawk award.

Her full report is located in the board packet.

Dr. Laura Byrd

Dr. Byrd reported that the Foundation Board set the Annual Campaign goal for 2021 at \$120,000. The campaign kicked off to employees on October 22. Faculty and staff participation are currently at 30 percent and at almost \$25,000. She will be sending out something to the board by email. Scholarship applications increased 30% for the fall and 23% for spring. Spring applications totaled 440. Awards will be made this week.

The LSSC Foundation received a \$13,000 grant from the McLin Trust to support the CDL program. Monster Dash finished with 149 registrations. They received great feedback from the sponsors and participants. Invitations for the Annual Board Meeting and Annual Campaign Kick-off is scheduled for January 12 at 6pm. Invitations will go out soon.

Marketing: Marketing department focus areas as we end the year:

- Recruit new students & support enrollment and retention processes
- Promote the Lineworker plate statewide
- Enhance community engagement with a new newsletter from Foundation
- Complete Virtual Commencement premiere
- Promotions for apprenticeship and CDL programs
- HSCA recruitment marketing

Corporate Training/Continuing Education:

Elite Construction met with me, Dr. Sidor, and Greg Jones last week with a positive outcome about providing the bulk of the site work for the CDL pad construction at Sumter Campus.

David Springstead with Springstead Engineering started working on the final plans. He said that we could go ahead and move the dirt /rock pile and cut down any trees without interfering with the permitting process with Southwest Florida Water Management District.

Elite Construction will work with Weaver Aggregates for the earth moving.

Springstead had a positive conversation with Scott Lanker of Bedrock Resources about donating the lime rock base at cost. Myron Bowlin of CFT said he would also help us out with hauling the gravel and lime rock.

Michael Vitale

Dr. Vitale reported that in the area of General Studies, faculty and administrators were active in attending discipline specific conferences, curriculum alignment meetings, how to improve online courses, and other activities to help improve leadership and to explore and learn about strategies to improve student success.

Current enrollment in the RN to BSN program is 119 unduplicated students. A total of 25 students have applied for the Spring 2021 semester, with 15 accepted and 10 applications still in progress. The program is currently transitioning to 7-week courses, with the program's two-electives (Vulnerable Populations and Geriatric Nursing) being offered as 7-week courses in Spring 2021.

Students in the Honors College attended transfer events hosted by USF's Honors College and Stetson's Honors Program that were designed specifically to our students. Students and Program Director Amber Karlins virtually attended the National Collegiate Honors Council Conference.

In the Health Sciences Collegiate Academy, the 114 juniors and 96 seniors continued to adapt to mostly remote learning. Included in their virtual experiences were experiences featuring neuroscience, infection control, and medical ethics.

Executive Committee

2020-10-10

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

Board Attorney's Report

2020-10-11

Anita Geraci-Carver updated the board on the Parker Case a court date will be set in February. She also announced that the Covid-19 MOU has been ratified and is now ready to be brought back to the board for approval.

Her full report is in the packet.

NEW BUSINESS

Approval of Foundation Board Members

2020-10-12

Mr. Wahl asked for a motion to accept the slate of Lake-Sumter State College Foundation, Inc. Board Member and Officers for 2021.

Bret Jones made a motion to approve the list of members and officers Emily Lee seconded and motion carried.

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

LSSC Foundation, Inc. Budget/College Support/2020 Audit/990
2020-10-13

Tim Morris made a motion to accept the 2020 Audit/990 seconded by Jennifer Hill.

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

Lake County Cares Act Funding
2020-10-14

A motion was made by Bret Jones to approve the Purchase Orders for the Lake County CARES ACT Funding Grant with Lake Technical College seconded by Emily Lee motioned carried.

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

Advent MOU
2020-10-15

Emily Lee made a motion to accept the MOU as written and Tim Morris seconded and motion carried.

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

SACS Accreditation Governance Non-Compliance
2020-10-16

Dr. Sidor updated the board on the four recommendations provided to us by the SACS reaffirmation team. Three of the four recommendations are considered routine and should be easily resolved. The fourth revolves entirely around the reappointment process. He is working with Chancellor Kathy Hebda who facilitated a discussion with the attorney from the Department of Education and our attorney Anita-Geraci Carver to discuss alternatives in statute and the Florida constitution that support the current approach to trustee reappointments.

He reported on the potential issues for the college if this does not get resolved.

Dr. Sidor requested the board accept the information as written. Bret Jones made a motion to accept and Jennifer Hooten seconded and 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, January 20, 202, at 5 p.m. for the regularly scheduled meeting.

There being no further business, the meeting was adjourned at 6:35 p.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

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

Recording Secretary: Claudia Morris



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-02 - Human Resources Transactions - Staff

OVERVIEW:

Per Florida Statute 1001.64 (18), each Florida College Board of Trustees shall establish the personnel program for all employees of the institution. The LSSC Board of Trustees has approved a Staff Salary and Classification Schedule.

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 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.

Human Resources Transactions

Staff Appointments:

Name	Title	Effective Date
Roland Albert	Facilities Technician III – Structural	01/11/2021
Arminta Johnson	Director Financial Aid	12/01/2020
Dr. Steven Hanneman	Executive Director Facilities	12/17/2020
Nia Hannon	Programmer Analyst I	01/11/2021
Marko Stanisic	Programmer Analyst I	01/11/2021

Staff Promotions:

Name	Title	Effective Date
Shaun Word	Facilities Technician III - Plumber	11/03/2020

Staff Resignations:

Name	Title	Effective Date
Pamela Fletcher	Director Employee Relations/Equity & Diversity	12/31/2020
Dallas Henley	Workflow Analyst	12/31/2020
Sandy Litton	Director Institutional Research & Process Improvement	12/31/2020
Cyril Williams	Computer Technician III	01/05/2021

Staff Retirements:

Name	Title	Effective Date
Elizabeth Downey	Events Manager	12/31/2020

Deceased

Name	Title	Effective Date
Scott Pierce	Science Lab Technician	12/14/2020



Lake-Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-03 – Curriculum Revisions

OVERVIEW:

For the purpose of complete institutional review, curriculum changes are submitted monthly to the District Board of Trustees for approval.

ANALYSIS:

The attached curriculum changes are for credit course modifications, credit course deletions, credit program additions, and credit program deletions.

RECOMMENDATION:

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



Curriculum and Instruction Committee Proposals

[illegible]

President

Curriculum and Instruction Committee

Credit Program Modification Rationales

CPA Organizational Management Advanced Technical Certificate

The Organizational Management ATC was added for the following reason:

1. As concentrations are added to the BAS-SL program, the ATC will allow for a stackable credential similar to the CCC that is embedded in an AS program. This also will provide a means for students to earn a credential to advance a career in addition to, instead of, or on the way to a baccalaureate degree.

CPA Internet of Things (IoT) Specialist

The Internet of Things (IoT) Specialist CCC was added for the following reason:

1. The disruptive IoT industry is already exponentially changing how we connect, monitor and analyze and serve data. As of 2018, there were over 7 billion IoT devices in the world, and that number is climbing. The global IoT market is expected to be worth over \$1.5 trillion by 2025. But according to Forbes and other leading Market Media Organizations, there just aren't enough IoT experts to keep up with demand. LSSC's IoT certificate will undoubtedly increase our graduate's marketability thus opportunity for a more rewarding future.
2. According to floridanownews.com (10.25.20) IoT the health care sector alone "is projected to grow from USD \$72.5B in 2020 to \$188.2B by 2025, at a Compound Annual Growth Rate (CAGR) of 21.0% during the forecast period. In the Energy Sector, according to a report by energycentral.com (11.4.19) IIoT is anticipated to grow at a CAGR of 15.5% by 2023, and in the Tourism sector Disney and Universal collectively invested \$1.5B in IoT in 2019. These industries (health, power and tourism) are the top 3 Employers in our local market.

CPD Health Information Technology AS Degree

The Health Information Technology AS Degree was deleted for the following reason:

- After extensive study, Lake-Sumter State College made the decision to teach-out the HIT AS degree by the end of spring 2021 semester. A letter of intent to teach-out the program was accepted by the Commission on Accreditation of Health Informatics and Information Management (CAHIIM). SACS_COC was notified of this substantive change July 22, 2019.

Key for Curriculum and Instruction Committee Proposals

CCA – Credit Course Addition

CCD – Credit Course Deletion

CCM – Credit Course Modification

CPA – Credit Program Addition

CPD – Credit Program Deletion

CPM – Credit Program Modification



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-04 – Monthly Financial 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 Executive Vice President and Associate Vice President of Financial Services and Controller, and is intended to keep the Board apprised of the financial condition of budget and the operating funds of the College. On a quarterly basis, a College-wide Balance Sheet and budget reports for Funds 2, 3, 5 and 7 are also provided.

ANALYSIS:

Attached includes:

- Monthly Fiscal Report of the General Operation Fund (YTD December 2020)
- All Funds Balance Sheet as of December 31, 2020
- Budget reports for Funds 2, 3, 5 and 7

Revenue and expenditures are in good order.

RECOMMENDATION:

It is recommended that Board approve this item as written.



Lake Sumter
State College

Division of Business Affairs

MEMORANDUM

To: Dr. Sidor, President
District Board of Trustees

From: Dr. Bigard, Executive Vice President, Chief Financial & Operation Officer and Melinda Barber, Associate Vice President of Business Affairs and Controller

Date: January 20, 2021

Re: Monthly Fiscal Report – YTD December 2020

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 six months into our fiscal year or 50% completed.

Revenues

Total revenue booked to date is \$14,200,608, or 53% of the total budget of \$26,749,155.

- Tuition and fee revenue is trending slightly under budget and is projected to be \$9,718,846. While Fall tuition revenue is about 96% of budget, the increase in Distance Learning Fee revenue is helping to meet the shortfall.
- State support revenue is received throughout the fiscal year in installments. We have received a total of \$6,307,645 in General Revenue and Performance Funding and \$101,685 in Lottery funds. The State is holding back 6% of the originally allocated appropriations which equates to a \$923,355 budget shortfall for the College.
- Other Income and Other Support actuals are projected to be close to budget.

Expenses

Actual expenses to-date total \$12,053,432 or 46% of the total budget of \$26,340,126.

- Salaries and benefits to-date are \$9,271,310 or 47% of budget.
- Operating and capital expenses to-date are \$2,782,121 or 45% of budget.

Year-End Projection

Revenue is projected to exceed expenses by \$177,059 before a budgeted transfer to Fund 7.

Attachment: December 2020 Operating Fund 1 Budget Report

Lake-Sumter State College
Fiscal Status Report - Fund 1
General Current Fund
July 1, 2020 - December 31, 2020

	FY 2019-20		FY 2020-2021			
	Annual Budget	YTD Actual 12/31/2019	Annual Budget	YTD Actual 12/31/2020	Percent of Budget Earned/Spent	Projected 6/30/2021
REVENUES & BUDGETED FUND BALANCE						
Student Fees						
Fall						
Tuition	\$ 2,932,139	\$ 2,905,457	\$ 2,904,700	\$ 2,795,260	96%	\$ 2,788,653
Technology Fees	140,679	145,310	147,000	137,735	94%	137,551
Distance Learning	181,288	177,778	177,900	431,880	243%	431,880
Dual Enrollment	302,316	350,974	306,000	379,047	124%	330,461
HSCA Dual Enrollment	538,150	538,150	538,150	483,190	90%	483,190
Lab Fees	92,641	71,797	260,900	38,984	15%	38,984
Spring						
Tuition	\$ 2,521,690	\$ 2,495,296	\$ 2,468,900	\$ 2,252,663	91%	2,221,787
Technology Fees	120,581	124,801	123,400	112,640	91%	111,094
Distance Learning	159,370	155,280	157,900	315,450	200%	320,905
Dual Enrollment	302,316	379,335	412,200	474,924	115%	515,298
HSCA Dual Enrollment	538,150	-	538,150	-	0%	421,360
Lab Fees	79,021	48,813	142,200	23,948	17%	24,204
Summer						
Tuition	\$ 1,051,258	\$ (14,169)	\$ 1,058,700	\$ (55,650)	-5%	\$ 1,016,404
Technology Fees	51,156	(709)	53,700	(725)	-1%	50,248
Distance Learning	121,376	(735)	141,600	(600)	0%	287,778
Dual Enrollment	-	(92,782)	700	(33,471)	0%	700
HSCA Dual Enrollment	-	-	-	-	0%	-
Lab Fees	19,080	(190)	33,400	(225)	0%	5,685
Miscellaneous Fees	169,225	131,505	123,100	107,012	87%	148,466
Youth Development	280,000	-	280,000	-	0%	280,000
Continuing Education	109,696	100,596	104,200	193,330	186%	104,200
Total Student Tuition and Fees	\$ 9,710,133	\$ 7,516,508	\$ 9,972,800	\$ 7,655,392	77%	\$ 9,718,846
State CCPF Support	\$ 12,606,690	\$ 6,303,313	\$ 12,791,621	\$ 6,105,465	48%	\$ 12,024,124
State Performance Funding	455,985	227,992	628,896	202,180	32%	591,162
State Lottery	1,753,669	-	1,968,738	101,685	5%	1,850,614
Miscellaneous State Support	144,151	57,003	100,000	51,471	51%	112,740
Federal Support Indirect Cost	80,000	25,590	52,600	25,072	48%	76,046
Foundation Support	169,000	20,000	190,000	-	0%	180,000
Contracts	195,306	13,500	196,100	13,500	7%	174,214
Miscellaneous Revenue	-	10,927	207,000	45,843	22%	207,000
Total Revenues	\$ 25,114,934	\$ 14,174,833	\$ 26,107,755	\$ 14,200,608	54%	\$ 24,934,746
Transfers In	892,052	240.00	641,400	-	0%	641,400
Total Revenues and Transfers In	\$ 26,006,986	\$ 14,175,073	\$ 26,749,155	\$ 14,200,608	53%	\$ 25,576,146
EXPENDITURES						
Personnel Expenditures						
Salaries and Wages	\$ 15,109,698	\$ 6,314,998	\$ 14,953,386	\$ 6,759,042	45%	14,738,320
Benefits	4,791,097	2,186,038	5,365,543	2,512,268	47%	5,364,748
Lapse Salary and Benefits	(500,000)	-	(705,000)	-	0%	-
Current Operating Expenditures	5,899,585	3,009,232	6,118,308	2,779,259	45%	5,138,130
Capital Outlay Expenditures	-	-	57,889	2,862	0%	57,889
Complete Florida Plus Program	-	-	-	-	0%	100,000
Contingency	503,519	-	550,000	-	0%	-
Total Expenditures	\$25,803,899	\$11,510,269	\$26,340,126	\$12,053,432	46%	\$ 25,399,088
Transfer to Fund 7	-	20,943	400,000	-		177,059
Excess of Revenues over (Expenditures)	\$ 203,087	\$ 2,643,861	\$ 9,029	\$ 2,147,176		\$ 0

**Lake-Sumter State College
All Funds Balance Sheet
As of December 31, 2020**

	All Funds As of 12/31/2020
ASSETS	
Current Assets:	
Cash and Cash Equivalents	1,730,126
Restricted Cash and Cash Equivalents	5,242,666
Accounts Receivable, Net	4,558,540
Due from Component Unit/College	1,500
Prepaid Expenses	93,997
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Total Current Assets	11,626,829
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Noncurrent Assets:	
Depreciable Capital Assets, Net	58,202,481
Nondepreciable Capital Assets	6,745,696
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Total Noncurrent Assets	64,948,177
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TOTAL ASSETS	76,575,006
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DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows of Resources - Pension FRS	2,938,699
Deferred Outflows of Resources - Pension HIS	691,528
Deferred Outflows of Resources - Other Postemployment Benefits	17,160
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TOTAL DEFERRED OUTFLOWS OF RESOURCES	3,647,387
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TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	80,222,393
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LIABILITIES	
Current Liabilities:	
Accounts Payable	24,928
Salary and Payroll Taxes Payable	374,923
Long-Term Liabilities - Current Portion:	
Compensated Absences Payable	249,281
HIS Net Pension Liability	68,870
Other Postemployment Benefits Payable	17,160
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Total Current Liabilities	735,228
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Noncurrent Liabilities:	
Compensated Absences Payable	1,428,629
FRS Net Pension Liability	8,940,748
HIS Net Pension Liability	3,990,145
Other Postemployment Benefits Payable	453,005
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Total Noncurrent Liabilities	14,812,527
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TOTAL LIABILITIES	15,547,755
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**Lake-Sumter State College
All Funds Balance Sheet
As of December 31, 2020**

	All Funds As of 12/31/2020
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows of Resources - Pension FRS	865,150
Deferred Inflows of Resources - Pension HIS	574,860
Deferred Inflows of Resources - Other Postemployment Benefits	<u>208,383</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>1,648,393</u>
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	<u><u>17,196,148</u></u>
NET POSITION	
Net Investment in Capital Assets	65,687,788
Restricted:	
Expendable:	
Grants and Loans	30,899
Scholarships	165,567
Capital Projects	4,726,844
Unrestricted	<u>(7,584,853)</u>
Total Net Position	<u><u>63,026,245</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	<u><u>80,222,393</u></u>

Unrestricted (from above)	(7,584,853)
Deferred Outflows of Resources - Pension FRS	(2,938,699)
Deferred Outflows of Resources - Pension HIS	(708,688)
Compensated Absences Payable	1,677,910
FRS Net Pension Liability	8,940,748
HIS Net Pension Liability	4,059,015
Other Postemployment Benefits Payable	453,005
Deferred Inflows of Resources - Pension FRS	865,150
Deferred Inflows of Resources - Pension HIS	574,860
Deferred Inflows of Resources - Other Postemployment Benefits	<u>208,383</u>
Amount Expected to be Financed in Future Yrs (net)	<u>13,131,684</u>
Unrestricted Fund balance before Pension and OPEB liabilities	<u>5,546,831</u>

At 06/30/2020	3,153,456
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Lake-Sumter State College
Fund 2 Grants
FY 2021 Revenue-Expenditures
As of December 31, 2020

	Pathways- Career Opportunity Budget	Pathways- Career Opportunity Actuals	Perkins Budget	Perkins YTD Actuals	Talent Search Budget	Talent Search YTD Actuals	Upward Bound Budget	Upward Bound YTD Actuals	Student Activities Budget	Student Activities YTD Actuals	NSF Ready Mech-Go Budget	NSF Ready Mech-Go Actuals	Total Fd. 2 Budget	Total Fd. 2 YTD Actual
Revenue														
Student Activity Fees									218,000	436,839			218,000	436,839
Total Tuition and Fee Revenue									218,000	436,839			218,000	436,839
County														
State - Pass Through Federal	299,840	74,960	96,409	34,742	457,036	160,617	382,737	124,534					396,249	109,702
Federal Upward Bound/Talent Search													839,773	124,534
Federal NSF												21,299	352,743	21,299
Total Grants and Contracts	299,840	74,960	96,409	34,742	457,036	160,617	382,737	124,534			352,743	21,299	1,588,765	255,535
Miscellaneous														
Transfer to Fd. 1														
Total Revenue and Transfers	299,840	74,960	96,409	34,742	457,036	160,617	382,737	124,534	218,000	436,839	352,743	21,299	1,806,765	692,374
Personnel Expenses														
Staff	40,000		41,712	17,606	207,863	89,921	136,827	59,614	6,400	1,650	15,790	4,997	448,592	83,867
Open Positions		7,101		7,383	16,847		32,031	8,300	558	2,951			69,436	25,735
Other Pooled Positions	20,000													
Total Faculty and Staff	60,000	7,101	41,712	24,989	224,710	89,921	168,858	67,914	6,958	4,601	15,790	4,997	518,028	109,602
Benefits Staff	25,612		17,654	8,745	81,673	37,943	55,454	24,707	1,405	297	8,702	1,395	190,500	35,144
Benefits Open Positions														
Pooled Personnel Benefits	290	95		107	2,974		465	120	11	43			3,740	365
Total Benefits	25,902	95	17,654	8,852	84,647	37,943	55,919	24,827	1,416	340	8,702	1,395	194,240	35,509
Contingency					694		1,444		11,142				13,279	
Total Personnel Expenses	85,902	7,196	59,366	33,841	310,051	127,864	226,221	92,742	19,516	4,941	24,492	6,392	725,547	145,111
Operating Expense														
Travel Staff	15,000	135	77		312,456	248	7,356	10	3,029		8,000		64,707	146
Participant Cost (Travel, Subsistence, Other)					63,106	17,392	114,041	19,483	51,010	2,032	10,500		238,657	21,515
Printing					3,424		2,570	164	7,008	222			13,002	385
Materials & Supplies		7,109	6,652	7,234	4,145	1,769	2,314	1,412	46,701	12,430	7,500		67,312	#VALUE!
Software		99			5,730		899					11,136	6,629	11,235
Food									23,847	155			23,847	155
Miscellaneous	188,938		10,237	7,683	7,672	13,344	9,223	10,724	55,206	16,667	107,596	3,770	378,872	38,843
Equipment	10,000		20,078	5,357	27,913		18,113		2,725		194,655		273,484	5,357
Total Supplies and Services	213,938	7,343	37,043	20,274	143,236	32,753	154,516	31,792	189,526	31,506	328,251	14,906	1,066,510	#VALUE!
Contingency for Current Expense														
Total Supplies and Service Expenses	213,938	7,343	37,043	20,274	146,986	32,753	156,516	31,792	198,484	31,506	328,251	14,906	1,081,218	#VALUE!
TOTAL Personnel, Supplies and Service Expenses	299,840	14,540	96,409	54,115	457,036	160,617	382,737	124,534	218,000	36,447	352,743	21,299	1,806,765	#VALUE!
Increase (Decrease) to Fund Balance	-	60,420	-	(19,373)	-	-	-	-	-	400,392	-	-	-	#VALUE!

Lake-Sumter State College
Fund 3 Auxiliary
FY 2020 Revenue-Expenditures
As of December 31, 2020

	Bookstore Budget	Bookstore YTD Actual	Vending Budget	Vending YTD Actual	Food Service Budget	Food Service YTD Actual	Baccalaureat e Budget	Baccalaureat e YTD Actual	College Promotion Budget	College Promotion YTD Actual	Total Fund 3 Budget	Total Fund 3 YTD Actual
Beginning Fund Balance								(33)		(10,944)	863,519	863,519
Revenue												
Commission	160,000	51,634	14,000	784	15,000						189,000	52,418
Transfer to Fd. 1											-	-
Total Revenue and Transfers	160,000	51,634	14,000	784	15,000	-	-	-	-	-	189,000	52,418
Expenditures												
Travel											-	-
Freight & Postage											-	-
Printing											3,000	-
Food									3,000		5,600	-
Materials/Supplies							600		5,000		16,550	1,939
Repairs/Maintenance					10,000	1,939	1,750		14,800	1,939	10,000	1,939
Miscellaneous											-	-
TOTAL Expenses	-	-	-	-	10,000	1,939	2,350	-	22,800	1,939	35,150	3,878
Increase (Decrease) to Fund Balance	160,000	51,634	14,000	784	5,000	(1,939)	(2,350)	-	(22,800)	(1,939)	153,850	48,540

Estimated Ending Fund Balance

1,017,369 912,059

Lake-Sumter State College
Fund 5 Financial Aid
FY 2020 Revenue-Expenditures
As of December 31, 2020

	Student Financial Aid YTD Actual	PELL YTD Actual	SEOG YTD Actual	Federal Workstudy YTD Actual	Federal Subsidized Direct Loans YTD Actual	Federal UnSubsidized Direct Loans Actual	Bright Futures YTD Actual	Florida Student Assistance Grant YTD Actual	Total Fund 5 YTD Actual
Carryover Revenue	63,630								308,141
Student Financial Aid Fees	308,141								-
Federal Aid State Aid		2,496,985	38,676	20,811	539,257	372,843	183,565	153,293	3,468,572
Bright Futures FSAG									-
Foundation Student Support Transfer									183,565
									153,293
									-
									-
Total Revenue	371,771	2,496,985	38,676	20,811	539,257	372,843	183,565	153,293	4,113,571
Operating Expense									
Scholarships Transfer	214,974	2,496,985	38,676	20,811	539,257	372,843	181,638	124,830	3,990,015
TOTAL Expenses	214,974	2,496,985	38,676	20,811	539,257	372,843	181,638	124,830	3,990,015
Estimated Ending Fund Balance	156,797	-	-	-	-	-	1,926	28,463	123,556

As of December 31, 2020

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Lake-Sumter State College
Fund 2 CARES ACT Grants
FY 2021 Revenue-Expenditures
As of December 31, 2020

	CARES ACT Budget	CARES ACT YTD Actuals	CARES SIP Budget	CARES SIP YTD Actuals	Rapid Credentialing Budget	Rapid Credentialing YTD Actuals	Rapid Matching Budget	Rapid Matching YTD Actuals	Total Fd. 2 Budget	Total Fd. 2 YTD Actual
Revenue										
Student Activity Fees										
Total Tuition and Fee Revenue		-		-					-	-
State - Pass Through Federal	919,830	155,887	113,849	113,849	266,305	-			266,305	-
Federal - Institutional	514,994	509,404							1,033,679	269,736
Federal - Student Foundation							66,576	2,618		512,022
Total Grants and Contracts	1,434,824	665,291	113,849	113,849	266,305	-	66,576	2,618	1,881,554	781,758
Miscellaneous Transfer to Fd. 1									-	-
Total Revenue and Transfers	1,434,824	665,291	113,849	113,849	266,305	-	66,576	2,618	1,881,554	781,758
Personnel Expenses										
Staff	-	27,669	-	-	-	-	-	-	-	27,669
Open Positions	-	7,819							-	-
Other Pooled Positions	-								-	7,819
Total Faculty and Staff	-	35,488	-	-	-	-	-	-	-	35,488
Benefits Staff										
Benefits Open Positions	-	3,798							-	3,798
Pooled Personnel Benefits	-	62							-	62
Total Benefits	-	3,859	-	-	-	-	-	-	-	3,860
Contingency	-								-	
Total Personnel Expenses	-	39,347	-	-	-	-	-	-	-	39,348
Operating Expense										
Travel Staff										
Participant Cost (Travel, Subsistence, Other)	514,994	509,404							514,994	509,404
Printing		630							-	630
Materials & Supplies		15,924							-	15,924
Software		131,735							-	131,735
Food									-	-
Miscellaneous	919,830	(57,453)	113,849	113,849	266,305		66,576	2,618	1,100,255	59,015
Equipment		25,703							266,305	25,703
Total Supplies and Services	1,434,824	625,944	113,849	113,849	266,305	-	66,576	2,618	1,881,554	742,411
Contingency for Current Expense									-	-
Total Supplies and Service Expenses	1,434,824	625,944	113,849	113,849	266,305	-	66,576	2,618	1,881,554	742,411
TOTAL Personnel, Supplies and Service Expenses	1,434,824	665,291	113,849	113,849	266,305	-	66,576	2,618	1,881,554	781,759
Increase (Decrease) to Fund Balance	-	-	-	-	-	-	-	-	-	-



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-05 - 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.

Facilities Report

January 2021

<u>CIP CODE</u>	<u>PROJECT</u>	<u>BUDGET</u>	<u>FUNDING</u>	<u>STATUS</u>	<u>COMMENTS</u>
20-3	SL Sidewalk Installation	\$180,000	Infrastructure	Completed	Coordinating with Safety on possible placement of call box somewhere along sidewalk
20-6	Parking Lot Repairs/Gym/Magnolia Parking Drives	\$82,000	FY21 Parking Fees	In Progress	Progress to date: Project awarded to Tri-State Asphalt – start paving Monday, January 11 (weather permitting)
20-7	Roof Replacement - LE CTL Building	\$105,000	Local	On Hold	Progress to date: Not currently scheduled, pending architect selection. RFQ review this week
20-8	Library Renovation	\$90,000	CO & DS	On Hold	Progress to date: Predecessor – CIP 21-15, pending architect selection. RFQ review this week
20-10	Doors/Window Repairs (Year 2 of 3)	\$45,000	Local	In Progress	Progress to date: Replacing as we work our way through most critical needs across all three sites. Seven doors (door-sets) being replaced through Security ADT funding (\$70k per year for 3-years)
20-11	Roof Restore Patch- LE Fine Arts	\$90,000	New Capital Fee	In Progress	Progress to date: Obtaining quotes to “patch” roof until complete replacement can be funded (about \$1.5 million).
20-17	ADA - Interior Door Knobs	\$5,000	Local	In Progress	Progress to date: Working with COVID-19 required modifications
20-19	SSB 2nd Floor ADA Improvements and Redesign	\$145,500	CO & DS	On Hold	Progress to date: Predecessor – CIP 21-15 pending architect selection. RFQ review this week
20-20	Monument Signage (LE - College Rd & Removal of 441, SL-Main and CML)	\$150,000	Local	On Hold	Progress to date: Not currently scheduled. Pending landscape review for hiding well and electrical.
20-21	Magnolia Room Restroom Renovations	\$95,000	CO & DS	On Hold	Progress to date: Predecessor – CIP 21-15 pending architect selection. RFQ review this week
20-22	Interior Sign Installations and Evacuation Plans	\$5,000	Local	In Progress	Progress to date: Ordering signs and installing when required/requested.

20-26	Furniture Replacements	\$50,000	Local	In Progress	Progress to date: Ordering furniture and installing when required/requested
21-1	Grounds and Irrigation	\$65,000	Infrastructure	Landscaping Complete	Progress to date: Pending final emergency call-box location and installation
21-2	Doors/Window Repairs (Year 3 of 3)	\$30,000	Local	In Progress	Progress to date: Quotes being requested for replacement of several cracked (large exterior) uniquely-shaped glass panels in LE Science Health Building
21-3	HVAC - Preventive Repairs (Year 3 of 3)	\$60,000	Local	In Progress	Progress to date: Purchasing parts as required for both HVAC repairs and preventative maintenance supplies
21-4	LE Building M HVAC Coil Replacement	\$30,000	Local	Not Required	Progress to date: Upon further investigation, it was discovered that we no longer need the Make-Up Air HVAC that this coil uses (was only required for the Yamaha Shop operations prior to LSSC purchase of Building M) – we decommissioned the HVAC unit.
21-5	Student Services Building Air HVAC Handler Replacement	\$180,000	Infrastructure	In Progress	Progress to date: Bid Package completed and distributed to 6 vendors to obtain quotes for purchase and install of new Air Handler. Project awarded to Siemens (\$93.5K) Equipment on the way. Shipped Jan 8 ETA January 2021.
21-6	LE SMB Rx Commission (Re-Test and Balance)	\$80,000	Local	On Hold	Progress to date: Awaiting decision on how the Science Math Building will be used and the Rx Commission requires warmer spring/summer temperatures outside
21-7	Network rooms HVAC SL and Sumter	\$43,000	Infrastructure	SL Completed	Progress to date: SL completed, quotes for mini-split replacement in Sumter IT Room being requested/reviewed. Need to do new RFPs.
21-8	Sumterville Building-4 VAV Upgrade Project	\$40,000	New Capital Fee	In Progress	Progress to date: Requesting/reviewing vendor quotes for install of new VAV's. .
21-9	LE FA HVAC controller replacement	\$10,000	Local	Completed	Progress to date: Completed
21-10	Service Contracts for Repair and Maintenance	\$252,000	Local	In Progress	Progress to date: Contracts for FY21 signed, some invoice over time so this is still in progress.
21-11	General Repairs and Maintenance	\$100,000	Local	In Progress	Progress to date: Conducting general repairs and purchasing materials as required for maintenance of all three sites.

21-12	Landscape Tree Removal - Phase 2 (North Parking, 441 View, Parking Lot B)	\$50,000	Local	Not Started	Progress to date: Not currently scheduled
21-13	LE New Walkway Storm Water Gutters	\$35,000	Local	Not Started	Progress to date: Not currently scheduled
21-14	LE Building Paint Refresh (1 of 3 Year)	\$50,000	Local	In Progress	Progress to date: Working paint refresh as time allows in critical-need areas first.
21-15	Engineering and Architect. Services (SL/FA/SC/Lake Hall/LE Lib/Mag Room)	\$100,000	New Capital Fee/Local	In Progress	Progress to date: RFQ opening January 12
21-16	SL Building #2 First Floor Redesign	\$300,000	Local	On Hold	Progress to date: Predecessor – CIP 21-15
21-17	LE Lake Hall Remodel Phase I (Planning and Design)	\$40,000	New Capital Fee	On Hold	Progress to date: Predecessor – CIP 21-15
21-18	SL Building #2 Chiller Replacement	\$450,000	New HVAC Funding/LOCAL	In Progress	Progress to date: Awarded project to Siemens. New Chiller on order, shipped January 15 awaiting arrival Estimate complete First week of Feb.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-06 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 \$195,000. 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 11/01/2020 - 12/31/2020 are attached.

RECOMMENDATION:

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

Vendor: Greyson Technologies
Item Description: Cisco SmartNet Maintenance Oct20-Oct21
Amount: \$ 59,407.36
Purchase Order #: P2100234
Vendor Code: GRETEC

Vendor: Ellucian Company LP
Item Description: Touchnet Maintenance Nov20-Nov21
Amount: \$ 31,147.00
Purchase Order #: P2100247
Vendor Code: ELLCOMLP

Vendor: ADT Commercial LLC
Item Description: Mass Notification System All Campuses
Amount: \$ 36,569.49
Purchase Order #: P2100240
Vendor Code: X00131320

Vendor: D C Jaeger Corporation
Item Description: Fluid Power Systems Educational Equipment
Amount: \$ 185,394.10
Purchase Order #: P2100298
Vendor Code: X00124108

Vendor: Stanley Access Tech
Item Description: Furnish/Install Touchless Upgrades
Amount: \$ 37,988.00
Purchase Order #: P2100238
Vendor Code: STAACC

Vendor: Dell Marketing LP
Item Description: Computer Laptops w/accessories QTY (277)
Amount: \$ 207,551.00
Purchase Order #: P2100243
Vendor Code: DELMARLP

Vendor: Dell Marketing LP
Item Description: Computer Laptops QTY (100)
Amount: \$ 101,239.00
Purchase Order #: P2100309
Vendor Code: DELMARLP

Vendor: Greyson Technologies
Item Description: External Wireless A/P's Parts/Licenses/Antennas
Amount: \$ 29,177.16
Purchase Order #: P2100246
Vendor Code: GRETEC

Vendor: CXtec
Item Description: Catalyst Network Switches
Amount: \$ 44,131.00
Purchase Order #: P2100245
Vendor Code: CXTEC

Vendor: Howard Technology Solutions
Item Description: On Board Computers & Smartboards QTY (127)
Amount: \$ 536,784.00
Purchase Order #: P2100249
Vendor Code: HOWTEC

Vendor: B&H Photo-Video
Item Description: TV Studio Upgrade
Amount: \$ 44,986.88
Purchase Order #: P2100260
Vendor Code: BHPHOT

Vendor: Pro Sound, Inc
Item Description: TV Studio Lighting System
Amount: \$ 37,808.62
Purchase Order #: P2100220
Vendor Code: X00127951

Vendor: GovConnection Inc
Item Description: Computer Desktops QTY (50)
Amount: \$ 388,450.00 (Half for Lake Tech)
Purchase Order #: P2100276
Vendor Code: GOVCON

Vendor: CAE Healthcare Inc
Item Description: Nursing JUNO Simulators-South Lake QTY (7)
Amount: \$ 117,374.34
Purchase Order #: P2100286
Vendor Code: X00116939

Vendor: CAE Healthcare Inc
Item Description: Nursing JUNO Simulators-Leesburg QTY (7)
Amount: \$ 118,634.34
Purchase Order #: P2100289
Vendor Code: X00116939

Vendor: Avkin, Inc
Item Description: Nursing Wearable Simulators-Leesburg QTY (7)
Amount: \$ 76,095.00
Purchase Order #: P2100282
Vendor Code: X00131598

Vendor: Avkin, Inc
Item Description: Nursing Wearable Simulators-South Lake QTY (7)
Amount: \$ 76,095.00
Purchase Order #: P2100283
Vendor Code: X00131598

Vendor: Laerdal Medical Corporation
Item Description: Nursing Pediatric Simulator-Leesburg QTY (1)
Amount: \$ 43,854.35
Purchase Order #: P2100293
Vendor Code: LAEMED

Vendor: Laerdal Medical Corporation
Item Description: Nursing Pediatric Simulator-South Lake QTY (1)
Amount: \$ 43,854.35
Purchase Order #: P2100294
Vendor Code: LAEMED

Vendor: National Office Furniture
Item Description: Tables, Chairs, Accessories-LE Library
Amount: \$ 183,269.15
Purchase Order #: P2100301
Vendor Code: X00131850

Vendor: National Office Furniture
Item Description: Tables, Chairs, Accessories-South Lake Medical Lab
Amount: \$ 88,822.44
Purchase Order #: P2100302
Vendor Code: X00131850



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-07- Scheduled Reports/President/Vice Presidents

OVERVIEW:

Each month the college President and Vice Presidents present the 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.



Lake Sumter State College

Division of Administrative and Business Affairs

Update for the President and Board of Trustees January 20, 2021

Dr. Heather Bigard, Executive Vice President

ATHLETICS

Mike Matulia, Executive Director of Athletics

- Spring Athletic Seasons will comply with COVID-19 Protocols, per FCSAA requirements.
- All Student-Athletes quarantined/negative COVID-19 tests prior to participation.
- Fall Academic Awards: 54 Student-Athletes Achieved at least a 3.0 GPA or higher
12 President's List and 11 Dean's list recipients

FINANCIAL SERVICES

Melinda Barber, Associate Vice President of Business Affairs & Controller

- Lake Tech CARES - \$2.49 million procured in about a month.
- RFQ for Architecture services due in by Tuesday, January 12th.
- Three Audits – Financial Aid Audit (final stages), AFR Audit (in progress), IT Audit (commencing).

CAMPUS SAFETY

Rebecca Nathanson, Director of Campus Safety

LSSC COVID cases/exposures as of 01/08/2021

Type	Total	Positive	Quarantining/ Monitoring for Symptoms
Employees	41	6	35
Students	97	20	77
Total	138	26	112

- Working with Lake County Department of Health and Lake County Emergency Operations Center to assist in providing locations for vaccination dispensing.
- Continuing to monitor CDC guidance and adjust LSSC guidelines as needed.

FINANCIAL AID

Arminta Johnson, Director of Financial Aid

As of 1/6/2021

	1/5/2021	1/12/2021
Total FAFSA Received 2021	5113	5143
Total FAFSA Admitted 2021	4050	4081
Total FAFSA Awarded 2021	2651	2694
% Awarded for 2021	51.85%	52.38%
Pell Eligible FAFSA	3634	3660
Pell Eligible Awarded	1821	1861
% Pell Eligible Awarded	50.11%	50.85%
2021 FAFSA/SAP Ineligible	787	787
Selected for Verification	1492	1503
% Selected for Verification	29.18%	29.22%
Verification Complete	560	597
% Verification Complete	37.53%	39.72%
Total Enrolled for 202120		4413
FA Students awarded for 202120		1711
% FA Awarded for 202120	#DIV/0!	38.77%

HUMAN RESOURCES

Deb Snellen, Executive Director of Organizational Development

- Adding learning and development opportunities to the Lakehawk Leadership Academy through newly created Canvas shell.
- Continuing to transition faculty and staff back to campus.
- Developing procedures and guidelines for flexible workplace/time accommodations.
- Developing more structured and relevant hiring process for employees.
- Interviewing Director of HR Operations candidates.

INFORMATION TECHNOLOGY

Nick Kemp, Chief Information Officer

- Congratulations to Nick Kemp on his permanent appointment to CIO!
- Kicked off Mac Lab Renovation project at Fine Arts Building. 25 new iMacs to be installed.
- Installed 74 of 121 Smartboards in classrooms/meeting rooms at all three campuses.
- Live training via Zoom conducted/training video has been created for Smart Boards.
- Currently doubling wireless bandwidth/extending Wi-Fi range at all three campuses.

- Received 335 of 377 laptops that will facilitate PC to Laptop conversion, student grants and Bring Your Own Device initiative.
- 45 staff and faculty received new laptops over a short two-week period prior to winter break. Conversions and refreshes have resumed.
- Banner 9 Self-Service is currently in the testing phase.
- One step closer to bringing on a portal for students and employees. Provides personalized content students, help to be more productive and use a single modern interface.
- Implementing new student payment platform, CashNet, on Jan 11th. Replacing current platform, TouchNet, to become “cashless”.
- Entrance conference for IT Audit is scheduled for next week.
- Two new programmer/analysts begin on Jan. 11th, Nia Hannon and Marko Stanisic.
- Audio/Video upgrade currently underway for Magnolia Room

STRATEGIC INNOVATION AND DIGITAL EDUCATION

Michael J. Nathanson, Executive Director

- Continued to install items in Studio as received.
- Studio Light System Operational
- Formed coaching group for online and video presentations
- Created and assisted Faculty with Lecture Videos
- Weekends on either side of first week back manned remotely for faculty assistance.

FACILITIES

- Welcome Dr. Steven Hanneman, Executive Director of Facilities.

PIIR

- Welcome Mark Duslak, Director of Process Improvement and Institutional Research.

Division of Academic Affairs
Update for the President and Board of Trustees
January 2021
Dr. Michael Vitale, Vice-President

I believe it is important to let the Board of Trustees know what the various activities are within Academic Affairs. To that end, I have asked each Division to present a summary of the actions they have taken for me to share with you.

Division of Library and Learning Services

Katie Sacco, Dean

Online tutoring and reference began for the Spring semester January 11. Hours are 10 am – 8 pm Monday – Thursday, Friday 10 am – 5 pm, Saturday 10 am – 3 pm.

CircleIn, an online study software, will be implemented by January 25. Testing of the software began the week of January 11. More information on the software is available at:

<https://www.circleinapp.com/>

The QEP Information Literacy Conference was a huge success. More than 350 people registered for the conference. Surveys have been sent to all attendees to solicit feedback.

Division of Workforce Development

Dr. Amy Albee-Levine, Dean

Six students completed the Corrections Leadership Academy in December, 2020. These students were from both the state Sumter Correctional Facility and Lake County Sheriff's office.

Sandy McShane, Assistant Director for Workforce Programs, was selected as the Secretary of the Florida Career Pathways Network. She will begin serving her term immediately.

The Electrical Apprenticeship program, in partnership with Electrical Works in Leesburg, began its first cohort of students this month.

Division of Nursing

Dr. Barbara Lange, Dean

Dr. Christine Ramos, Director, ASN Nursing Instruction

Dr. Robin Walter, RN to BSN Director

The pass rate for the AS Degree in Nursing from the spring of 2020 for the NCLEX examination was 95.6%. Nationally the pass rate was 87.5%.

The nursing students will be working with the Lake County and are working on an agreement to also assist Sumter County health departments in the administering of COVID19 vaccinations.

General Studies

Thom Kieft, Associate Vice-President

Karen Hogans, Dean

Steve Clark, Associate Dean of Math and Science
Elizabeth Terranova, Associate Dean of Arts and Letters

- AVP Kieft, Dean Hogans, and Dr. Vitale visited Miami on December 10-11, 2020 to tour various Mater and Pinecrest Academy schools and engage their leadership teams in discussion of our partnership
- Jeremy Norton, Associate Professor of Political Science, was selected as the AFC Professor of the Year upon Mr. Norton presenting Zoom teaching demonstrations the week of Nov. 16
- Sumter County Schools – LSSC Math and English professional development days are being planned this semester
- New course materials being piloted in Science this semester; faculty in English, Humanities, and Political Science have applied for the Affordability Counts designation (a designation earned when the cost of course materials is low)
- Many faculty hosted sessions during the LSSC Information Literacy virtual conference Jan 6, 2021; faculty have also been very active in professional development virtual conference/webinar attendance
- Guided Pathways work continues
- Academic scheduling has been our primary focus this reporting period
- Dean Hogans appointed to Florida Statewide Mathematics Council
- AVP Kieft was re-appointed to the South Lake Chamber of Commerce Board of Directors as the Treasurer for 2021
- Received \$7,500 United Way of Lake and Sumter Counties grant to support RISE Summer Math Academy 2021

Honors Program

English Asst Prof Amber Karlins, Honors Program Coordinator

- Students participated in a leadership training workshop led by Jenn Unterbrink in Student Life.
- First-year students presented information on their future careers as part of an online career expo. Career Development Services has expressed interest in using these student presentations as part of their social media strategy.
- Amber Karlins, the program coordinator, has accepted an invitation to serve on the National Collegiate Honors Council's Committee on Teaching and Learning.
- This month, honors students have completed one-on-ones with their capstone mentors and/or program coordinator to reflect on fall progress and set goals for spring.
- The program coordinator met with New College, and based on that meeting, they have decided to enter into an agreement with LSSC. An articulation agreement has already been drafted and shared, and LSSC is in the process of vetting it and making any necessary changes. The program coordinator has also developed a partnership with the work study program at Stetson that will provide specialized assistance to LSSC Honors graduates who are interested in work study while at Stetson.
- The co-curricular schedule for spring 2021 has been created and shared with necessary parties.

Health Sciences Collegiate Academy (HSCA)

Dr. Michelle Crozier, HSCA Director

- At the end of the Fall 2020 semester, the average GPA for Juniors was 3.40 and for Seniors it was 3.58, which was similar to average GPA at the end of the Fall 2019 semester.
- Spring 2021 registration includes a total of 89 Juniors and 96 Seniors, and a total of 42 Sophomores are enrolled in SLS1401.
- Students participated in virtual experiential learning during the fall on topics such as medical ethics and infection control, and during the spring Juniors will receive CPR certification.
 - Winter LSSC summits for Freshman and Sophomores and hospital experiential learning for Juniors and Seniors remain canceled due to COVID-19.
- Recruitment for new Four-Year and Two-Year students is underway, with five (5) virtual information sessions for rising ninth graders and five (5) for rising eleventh graders in January and February.
 - Information cards were mailed to homes of students with a ≥ 3.0 GPA over the winter break.
 - A new electronic application is available this year.
 - Four-Year Program applications are due on February 12, 2021, and Two-Year Applications are due on April 9, 2021.



**Enrollment & Student Affairs
Update for the President and the District Board of Trustees
January 2021
Dr. Claire L. Brady, Vice President Enrollment & Student Affairs**

ACADEMIC ADVISING

Jen Manson, Assistant Director Student Development- Advising

- Recorded 1,695 total advising contacts through all modalities in Nov & Dec
- Conducted interventions with 31 students on “Academic Warning” in Nov & Dec
- Conducted a special SOAR- New Student Orientation over the winter break

ADMISSIONS & RECORDS

Jenni Kotowski, Executive Enrollment Management & Caitlin Moore, Registrar

- Coordinated two “Crossing the Stage” events in November, 90 students participated
- Presented the Fall Commencement Ceremony in a virtual format on 12/11
- Conducted three virtual Free Admissions Application events that yielded 75 applications
- Andrew Brinkley, Coordinator for Veteran and International Students and Andrea Brooks, Assistant Director of Admissions, worked with the Marketing Department to create a social media campaign to honor veteran students on Veteran’s Day
- Purchased new furnishings for the Leesburg Veteran’s College and Career Success Center
- Conducted a special free admissions application event over the winter break

CAREER DEVELOPMENT SERVICES

Anne Alcorn & Kairise Conwell, Career Advisors

- Secured college funding and support for “Virtual Job Shadow” software
- Hosted “Making Connections Virtual Career Networking event” with representatives from: ReddAsh, CREATE Conservatory, AdventHealth, City of Groveland, Department of Children and Families, and Vitas Healthcare
- Coordinated a meeting with Paul Sohl, CEO of HighTech Corridor Council with Dr. Sidor and Dr. Sargent
- Collaborating with Dr. Albee-Levine to embed employability skills into Workforce programs
- Conducted a “Career Spotlight” engineering event featuring LSSC Alum and veteran who is an Aerospace Engineer at Lockheed Martin

DEAN OF STUDENTS

Carolyn Scott, Dean of Students

- Coordinated the Starfish Progress Survey for B7 late-start courses:
 - 97% Faculty engagement & resulted in 114 academic concern flags and 404 kudos
- Six students requested assistance through the Student Assistance Program (SAP)
- Two students were referred to the LSSC Care Team

- Eleven students were involved in academic integrity cases
- Coordinated the notification and reporting protocols for 18 students exposed to COVID-19
- Established nine Guided Pathways sub teams and tools for tracking milestone completion
- Launched the Starfish platform upgrade project (to take place November-August)

EDUCATIONAL OPPORTUNITY PROGRAMS

Dr. Roland Nuñez, Director Educational Opportunity Programs

- Submitted Upward Bound Annual Performance Report to the US Department of Education
- Launched fully virtual Upward Bound application
- Presented to 50 Mount Dora High School students about the Upward Bound program
- Hosted a Talent Search program intensive ACT workshop over several days
- Visited all middle and high schools served in both Counties to recruit students
- Talent Search student Alfred Corbin signed a commitment letter to a D1 school in North Carolina on a full ride football scholarship

LAKE COUNTY SCHOOLS/LSSC PARTNERSHIP

Dr. Rhonda Boone, LCS Administrator on Special Assignment

- Updated Dual Enrollment Cost Analysis Project
- Conducted LCS Teacher Interest Survey for Dual Enrollment Initiative
- Submitted 39 LCS teachers for LSSC credentialing consideration
- Attended LCS Educational Equity Training & LSSC Inclusiveness Training
- Participated in FL Student Success Center's "The Dual Enrollment Playbook" training
- Completed 20 Hour ESE Course through FDLRS
- THS Teacher approved & onboarded for THS first on-site spring LSSC Course

STUDENT DEVELOPMENT & NEW STUDENT ORIENTATION

Mark Duslak, Associate Dean of Students

- Processed six Administrative Appeals
- Coordinated expansion of Signal Vine texting platform usage in Admissions, Financial Aid, and Business Services
- Selected Stephen Bratcher as a student worker for the LE Student Development Team
- Launched the Guided Pathways *Technical Assistance Initiatives* subteam and the *Steps to Enrollment* subteam
- Coordinated a special winter break "Ask Us Anything" session on Sunday 1/03

STUDENT ACCESSIBILITY SERVICES

Alicia Hall, Assistant Director Student Development- SAS

- Conducted 7 intakes, processed 5 Instructor Notification Letter requests, and 52 requests for in person testing for November and December
- Conducted 81 student academic support coaching sessions in November and December
- SAS staff attended the 2020 Virtual Florida Postsecondary Education Program Planning Institute hosted by the Florida Center for Students with Unique Abilities
- SAS was awarded the Foundation Special Project Grant to fund the training of faculty and Staff regarding course substitutions for students with disabilities
- SAS hosted a training session for Tutoring Services with renowned Learning Specialist Dr. Paul Nolting focused on effective learning strategies and testing accommodations

STUDENT LIFE

Jenn Unterbrink, Director Student Life

- 5 fall 2020 graduates were inducted into the Order of the Lakehawk:
 - Elise Candelario, Shayla Dodge, Jonathan Goehring, Sophia Lahssaini, & Kaley Razo
- Spring Lakehawk Welcome Day, Monday, 1/11 7:30am-6pm on “live zoom on lssc.edu”
- Spring Welcome Back Bash, Wednesday, 1/20 12-2pm and 6-8pm on EventHub
- 3 students attended the November FCSSGA Leadership Conference
 - Please see attached voting results from the FCSSGA Legislative Platform student leadership conference on the final page of this report

SUMTER CENTER

Kelly Hickmon, Assistant Dean of Students

- Selected student assistant Jonathan Williams who, while dual enrolled at TVCHS completed his AA at LSSC. Jonathan is completing technical certificates now and we are pleased to have him join our team!
- SU SGA President Kaley Razo completed her AA and her term as SGA President this fall. We wish her well at USF
- Updated Sumter spaces in the employee break room and the catering kitchen

ESA STAFFING UPDATES & ACCOMPLISHMENTS

- Mark Duslak won Florida State University’s 3-Minute Thesis Competition. This was a university-wide competition for all graduate students and featured a \$1,000 prize
- Dr. Roland Nuñez completed an MBA in Finance this fall at ERU
- Mark Duslak was selected as LSSC’s new Director of Process Improvement and Institutional Research; he will begin his new role on Feb 1st

Dr. Claire Brady, Vice President Enrollment & Student Affairs

- Selected as a new member of “100 Women Strong”, Central Florida Foundation
- Selected for a 2-year term on the WMFE Community Advisory Board (Central FL NPR)
- Presented on “Organizational Health” to the state-wide FACRAO meeting
- Presented to the Rotary Club of Leesburg (noon meeting) on our evolving student demographics
- Invited to speak on a virtual panel “Learning and Leading Through Critical Incidents and Events” at the 2021 international NASPA Conference



FLORIDA COLLEGE SYSTEM STUDENT GOVERNMENT ASSOCIATION (FCSSGA)

2020-2021 FCSSGA Legislative Platform:

1. College Affordability
2. Funding for Florida College System
3. Safety and Security
4. Increase Florida College System Learning Opportunities (Baccalaureate, Associate in Science/Associate in Arts, & Certificate Programs)
5. Social Issues

Results of student voting during the FCSSGA November Leadership Conference:

1. Do you support firearms on campus? - No (87.5%)
2. Do you support funding the Florida College System next year at the amount it is currently being funded at even during a projected economic downfall? - Yes (85.1%)
3. Do you support Career & Technical Centers outside of the Florida College System offering Associate of Science (AS) Nursing degrees and competing with Florida College System institution nursing programs for clinical space at hospitals? - Yes (84.2%)
4. Do you believe private school students should be allowed to participate in dual enrollment at no cost to the student? - Yes (59.4%)
5. Do you believe the state should provide funding for private school dual enrollment? - No (53.6%)
6. Do you have safety concerns over transitioning to more in-person classes during the COVID-19 pandemic? - Yes (79.8%)
7. Do you prefer online classes or do you prefer in-person classes during the pandemic? - Online (49.4%), In-person (48.3%), Both (2.2%)
8. Do you support the creation of more, accessible work-study opportunities for students? - Yes (100%)
9. Do you support mandatory on-campus safety drills that address active shooter and fire emergencies? - Yes (93.8%)
10. Do you support providing students with easy access to WIFI in their remote learning environment? - Yes (99.0%)
11. Do you support providing housing assistance to students in need? - Yes (97.0%)
12. Do you support Ranked Choice Voting (RCV) at the federal level? - Yes (78.4%)
13. Do you support the allocation of resources to help students facing food insecurity? - Yes (100%)
14. Do you support the federal government increasing the amount of need-based financial aid that students can receive? - Yes (88.0%)
15. Do you support the bills that would address greater equality on college campuses in order to prevent discrimination? - Yes (98.0%)



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-08 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, Sumter Partnership, Technology Committee, and the Nominating Committee.

ANALYSIS:

The Board Chairman will appoint each Trustees to a committee and select a chair person 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.

**LAKE-SUMTER STATE COLLEGE
EXECUTIVE COMMITTEE MEETING OF
THE DISTRICT BOARD OF TRUSTEES
JANUARY 12, 2021**

Attendees: Mr. Pete Wahl (Chair), Dr. Stan Sidor (President), Dr. Heather Bigard (Vice President, Administrative and Financial Services), and Ms. Emily Lee (Vice Chair), Anita Geraci-Carver

Agenda Review

- Consent agenda includes minutes from the last meeting, HR transactions, curriculum revisions, fiscal report, facilities report, and purchases over \$25,000.
- President's Report – COP meeting this week is likely to focus on budget and legislative priorities
- Information Items include advisory committee appointments, first reading of board rule 1.02, SACSCOC report
- New Business – COVID-19 MOU with UFF, Advent Health MOU, Team Corona recognition, new programs in mechatronics, IOT, health services management, ground lease with Academica, UF Health Clinical agreement, RFQ for architect

Next Executive Committee Meeting:

February 9, 2021

8:30 a.m.

President's Office, SSB 210, Room 207



Lake-Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-09 – Board Attorney Report

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.



January 11, 2021

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

Re: Board Attorney Report for January 20, 2021

Dear Trustees:

Happy New Year! I hope you had a wonderful holiday season. Below is an update on several matters of interest to the Board.

Karen Parker v. Lake-Sumter State College and Leadership Lake County, Inc., Lake County Case No. 2019-CA-001641. Ms. Parker alleges the College was negligent surrounding an alleged incident on August 18, 2016 where Ms. Parker claims she was injured when she tripped and fell while attending an event on the Leesburg campus. On October 12, 2020 Judge Rada entered an Order Setting Case Management Conference for February 10, 2021 at 3:45 pm.

OCR Case Nos. 04-17-2349 & 04-18-2164. The OCR investigations into the student's complaints remains pending. The College's last communication with the former student was in the fall of 2018. On May 12, 2020 OCR contacted the College to discuss scheduling interviews. Due to COVID-19 and employees working remotely, interviews have not yet been scheduled. No updated since last report.

United Faculty of Florida-Lake Sumter State College (full-time teaching faculty). Negotiations are ongoing.

Service Employees International Union (SEIU) Florida Public Services Union (FPSU) (Part Time Adjunct Instructors). Nothing to report at this time.

EEOC charge, 510-2019-02041. The College received notice from the U.S. Equal Employment Opportunity Commission of an EEOC charge. Labor counsel, Michael Pierro, has requested documentation from the EEOC. As more information is available I will share it with you in my report.

If you have any questions, please feel free to call me. I look forward to seeing you at the Board meeting.

Respectfully submitted,



Anita Geraci-Carver

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





Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-10 – Lake-Sumter State College Academic Advisory Committees

OVERVIEW:

The annual review of the Academic Advisory Committee lists have been completed .

ANALYSIS:

These list include the current membership of the Academic Advisory Committees, as required by Florida Statute.

RECOMMENDATION:

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

FACILITY	MEMBERS
AdventHealth (Waterman)	<p>Chief Nursing Officer Michael Stimson michael.stimson@adventhealth.com 352-253-3300</p> <p>Director of Nursing-MedSurg Yolanda Lord-Cole yolanda.cole@adventhealth.com 352-253-3890</p> <p>Director & HR Business Partner / Human Resources & Employee Health Joshua Champion joshua.champion@adventhealth.com 352-253-3929</p> <p>Clinical Education Manager Jennifer Yaden Jennifer.yaden@adventhealth.com 352-253-3265</p>
Benton House of Clermont 16401 Good Hearth Boulevard Clermont FL 34711	<p>Executive Director Bethany Harrell clermontdirector@bentonhouse.com 352-432-0756</p>

FACILITY	MEMBERS
Compassionate Care Hospice An Amedisys Company 900 Main Street, Suite 208 The Villages FL 32159 352-415-0778	Hospice Liaison Regina Marcano regina.marcano@amedisys.com 352-467-7423 Cell: 352-531-4467 Director of Clinical Services Jamie House jamie.house@cchnet.net 352-415-0078
Cornerstone Health Services Cornerstone Hospice & Palliative Care 4215 C.R. 561 Tavares, FL 32778	Clinical Educator Jazmin Rivera jrivera@cshospice.org Office: 352-742-6782 Cell: 352-978-8900 Fax: 866-213-4758
Lake County Health Department PO Box 1305 Tavares, FL 32778	Senior Community Health Nursing Director Suzan Plummer, MSN, RN Suzan.Plummer@flhealth.gov 352-771-5500 Ext. 2302 352-516-8319 (Cell)
Lake Port Square 701 Lake Port Boulevard Leesburg, FL 34748	Director of Nursing Rick Bruno Brunorick@lakeportseniorliving.com 352-728-3366 Ext. 1206 Cell: 386-872-0902 Fax: 352-728-6158
Lake Technical Center 2001 Kurt Street Eustis FL 32726	Health Science Department Coordinator Beth L. Thornton Thorntonb@lake.k12.fl.us 352-589-2250 x1843
LifeStream Behavioral Center	Director of Nursing Jeanne Barker jbarker@lsbc.net 352-315-7845
Osprey Lodge 1761 Nightingale Lane Tavares FL 32778	Resident Services Director Maureen Murphy mmurphy@ospreylodgetavares.com 352-253-5100

FACILITY	MEMBERS
Orlando Health, Inc. 30 W. Grant St., Suite 144 / MP 14 Orlando, FL 32806	Student Coordinator, Nursing Clinical Learning Department Sandra Fleishman 321-841-1566 Cell: 407-590-9777 Sandra.Fleishman@orlandohealth.com
Orlando Health South Lake Hospital 1900 Don Wickham Drive Clermont FL 34731 (1920 Don Wickham Drive, Suite 210) (1920 Don Wickham Drive) (1920 Don Wickham Drive, Suite 210, Clermont, FL 34715) Mederi Caretenders <i>(formerly Orlando Health SL Hospital - Home Health)</i> 1920 Don Wickham Drive Clermont FL 34711	Chief Nursing Officer Bonnie Onofre bonnie.onofre@orlandohealth.com 352-394-4071 x8000 Education Manager Holly Nyhuis holly.nyhuis@orlandohealth.com 352-394-4071 x8997 Student Coordinator, Education Department Alisha Terborg Alisha.Terborg@orlandohealth.com 352-394-4071 Ext. 4750 Corporate Director Human Resources Stephanie Stapelfeldt Stephanie.stapelfeldt@orlandohealth.com 352-241-7272 352-394-4071 Ext. 4400 Executive Director Lecia Hoskins lecia.hoskins@lhcgroupp.com 352-241-7138
Orlando Health South Lake Hospital- SkyTop View Rehabilitation Center 2145 North Don Wickham Drive Clermont FL 34711	Administrator Vincent Zaun vincent.zaun@orlandohealth.com 352-536-8787



Lake-Sumter State College Business Administration Advisory Committee

Name of Committee: Business Administration
Committee Chair: David McCormick, Adjunct Assoc. Professor
 University of Maryland University College
College Liaison: Chris Sargent, Program Manager, Business Administration & Management
 Technology
Academic Year: 2019-2020

Name and Email address	Term Expires (3-yr terms)	Title, Name of Institution and Mailing Address	Telephone No.
Alexandra Eugene (EugeneA@LSSC.EDU)	June 2021 (1 st Term)	Business Teacher The Villages High School	(352) 787-3747
Jack Clark jackclarkcce@gmail.com	June 2021 (2 nd Term)	Credit Group Administrator NACM-South Atlantic 6290 Edgewater Drive Orlando, Florida 32810	(407) 257-5388
Joseph Elias joseph.elias@scorevolunteer.org	June 2021 (2 nd Term)	Chairman SCORE Association 11962 CR 101, Suite 302, #259 The Villages, FL 32162	(813) 951-0205
Anton Goddard agoddard@nacmsouthatlantic.com	June 2021 (2 nd Term)	President NACM-South Atlantic 6290 Edgewater Drive Orlando, Florida 32810	(407) 298-7491 x 113
David McCormick dfm1697@comcast.net	June 2021 (2 nd Term)	Adjunct Assoc. Professor University of Maryland 1697 Abernathy Place The Villages, FL 32162	(352) 633-1775
Sonya Rosenglick rosenglicks@lake.k12.fl.us	June 2021 (2 nd Term)	Career & Technology Specialist Lake Technical Center 2001 Kurt Street Eustis, FL 32726	(352) 589-2250 x1855

Name and Email address	Term Expires (3-yr terms)	Title, Name of Institution and Mailing Address	Telephone No.
DeAnna Thomas ThomasD@lake.k12.fl.us	June 2021	Assistant Director Lake Technical College 2001 Kurt Street Eustis, FL 32726	(352) 589-2250 x1813
Debbe Timler d.timler@fasttrackse.com	June 2021 (2 nd Term)	Branch Manager Fast Track Staffing, Inc. 311 N Main Street Wildwood, FL 34785	(352) 748-0045

LSSC Representation:

Dr. Amy Albee-Levine, Dean of Workforce Development

Graham Bourne, Associate Professor, Business Administration

Jay Clark, Instructor, Business Administration—Accounting

Anne Alcorn, Career Advisor, Career Development Services

Mary Heikkinen, Instructor, Business Administration

Julia Sweitzer, Professor, Business Administration

Sandy McShane, Sr. Manager Baccalaureate and Workforce Programs

LAKE-SUMTER STATE COLLEGE ADVISORY COMMITTEE LISTING

Name of Committee: Computer Information Technology
Committee Chair: Unidentified
College Liaisons: Chris Sargent, Program Manager
 2019-2020

Name and Email Address	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Jim Faulkner Jim.faulkner@cityofmountdora.com	June 2021	IT Manager City of Mount Dora	(352) 735-7108
Chuck Durante Durantec@lssc.edu	June 2021	Retired / Adjunct Instructor 3360 Mayflower Loop The Villages, FL 32163	(352) 492-9277
Manuel (Manny) Diaz diazm@ci.mount-dora.fl.us	June 2021	Computer Support Specialist City of Mount Dora 32911 Forest Ave Leesburg, FL 34788	(352) 272-4214
Rommel Roberts rroberts@Reddashteam.com	June 2021	CEO Redd Ash Technologies 1321 Apopka Airport Road -J Apopka, FL 32712	(407) 901-3192 x105
David Trick trickd@sumter.k12.fl.us	June 2019	Sumter County School Board 2680 West CR 476 Bushnell, FL 33513	(352) 793-2315 x268
Martin Paszkiewicz PaszkiewiczM@lake.k12.fl.us	June 2021	Information Technology Lake County Schools 201 W Burleigh Blvd Tavares, FL 32778	(352) 253-6700
Angela Hymer Hymera@LSSC.EDU	June 2021	Program Manager Continuing Ed. Lake-Sumter State College Bldg. M Room 120 Leesburg, FL 34788	(352) 435-5038
Michelle Purl Campaign@uwls.org	June 2021	United Way of Lake and Sumter Counties	(352) 787-7530
Ryan Mezzell Robert.Mezzell@gmail.com	June 2021	United Efficiency	(239) 246-3780

Name and Email Address	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Mary Scott Mary.scott@laketax.com	June 2021	Director of Human Resources Lake County Tax Collector PO Box 327 Tavares, FL 32778	(352) 253-6053
Robert Natale bnatale@rubicon5.com	June 2021	Owner, Rubicon 5 LLC 2201 South Bay Street Eustis, FL 32726	(352) 531-5794
Trevor Scharich scharicht@lake.k12.fl.us	June 2021	Instructor Lake Technical College	(561) 512-4855

LSSC Representatives:

Chris Sargent
Dr. Luis Pizarro
Dr. Amy Albee-Levine
Sandy McShane
Robert Johnson
Bethany Parmer
Kairise Conwell
Mary Heikkinen
Joan Johnson
Betti McTurk

LAKE-SUMTER STATE COLLEGE ADVISORY COMMITTEE LISTING

Name of Committee: Criminal Justice Technology
Committee Chair: Scott Mack
College Liaisons: Dr. Amy Albee-Levine Workforce Dean and Gregory Bridgeman,
 Program Manager
Academic Year: 2020-2021

Name	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Charles Broadway cbroadway@clermontfl.org crivera@clermontfl.org		Police Chief Clermont Police Dept 865 W Montrose Street Clermont, FL 34711	
Michael Bond Mike.Bond@lcsa.org		Training Center Director Lake Technical Center 1565 Lane Park Cutoff Road Tavares, FL 32778	(352) 343-3791 work (352) 630-2894 cell
Jess Baldrige Jess.Baldrige@fdc.myflorida.com		Warden Sumter Correctional Institution Florida Department of Corrections	(352) 568-4545 work
Rob Hicks robert.hicks@leesburgflorida.gov lisa.carter@leesburgflorida.gov		Chief of Police Leesburg Police Department 115 East Magnolia Street Leesburg, FL 34748	(352) 728-9860 work
Scott Mack scott.mack@leesburgflorida.gov		Advisory Board Chair Leesburg Police Department 115 East Magnolia Street Leesburg, FL 34748	Office 352-728-9786
Matthew Sumner matthew.sumner@fdc.myflorida.com		Assistant Warden Sumter Correctional Institution Florida Department of Corrections	Office: 352-568-4561 Cell: 352-446-1665
Captain Shane S. McSheehy mcsheehys@ci.eustis.fl.us		Eustis Police Department 51 East North Ave Eustis, FL 32726	Office: 352-483-5400 Cell: 352-516-0218
David Rivers dwrkvr@gmail.com		Owner Forensic Consulting 21329 Royal Troon Drive Leesburg, FL 34748	305-775-2144

Cpt Skott Jensen Skott.jensen@lcsso.org		Lake County Sheriff's Office Detention Center 551 W Main St, Tavares, FL 32778	352-742-4000 work 352-267-3879 direct
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cbroadway@clermontfl.org; crivera@clermontfl.org; Mike.Bond@lcsso.org; Jess.Baldrige@fdc.myflorida.com;
robert.hicks@leesburgflorida.gov; scott.mack@leesburgflorida.gov; matthew.sumner@fdc.myflorida.com;
dwrkvr@gmail.com; Skott.jensen@lcsso.org ; mcsheehys@ci.eustis.fl.us;



Lake-Sumter State College Electrical Distribution Technology Advisory Committee

Name of Committee: Electrical Distribution Technology
 Committee Chair-Person: Brad Chase (City of Leesburg Electric Department)
 College Liaison: Randall Blackburn, Program Manager, EDT
 Academic Year: 2020-2021

Name and Email Address	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Steve Balius steve.balius@secoenergy.com	June 2021	Manager, Safety & Risk Mgmt. Sumter Electric Coop., Inc. (SECO) PO Box 301 Sumterville, FL 33585-0301	(352) 793-3801 x1599 (352) 266-7376 cell (352) 793-1158 fax
Brad Chase brad.chase@leesburgflorida.gov	June 2021	Electric Director City of Leesburg, Elect. Dept. 2010 Griffin Road Leesburg, FL 34748	(352) 516-1890
Greg David greg.david@leesburgflorida.gov	June 2021	Electric City of Leesburg, Elect. Dept. 2010 Griffin Road Leesburg, FL 34748	(352) 516-1890 (352) 636-4165 cell
Sabrina Hubbell sabrina.hubbell@leesburgflorida.gov	June 2021	Business Analyst City of Leesburg, Elect. Dept. 2010 Griffin Road Leesburg, FL 34748	(352) 728-9786 x2039
Donovan Pennington Donovan.pennington@duke-energy.com	June 2021	Line Maintenance Supervisor North Florid Region Duke Energy Florida	(850) 694-1197 cell
Audray Lewis audray.lewis@duke-energy.com	June 2021	Florida Craft & Technical Training Manager Duke Energy – Operations Services 402 E Crown Point Road Winter Garden, FL 34787	(407) 905-3334 (727) 409-5472 cell (407) 905-3363 fax

Name and Email Address	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Derek Robertson derek.robertson@secoenergy.com	June 2021	Safety & Training Sumter Electric Coop., Inc. (SECO) PO Box 301 Sumterville, FL 33585	(352) 793-3801 x1379
Isabel Nieto Isabel.nieto@duke-energ.com	June 2021	Workforce Development Consultant Duke Energy 402 E Crown Point Road Winter Garden Florida	(407) 905-3334
Jason Spivey jspivey@southeastpower.com	June 2021	VP Southeast Power Corp. 1805 Hammock Road Titusville, FL 32796	(321) 268-0540 (321) 695-9149 cell (321) 383-9477 fax
Randall Blackburn blackbur@lssc.edu	June 2021	Program Manager of EDT Program Lake-Sumter State College 1423 CR 526A Sumterville, FL 33585	(352) 568-0001 x1231 (561) 818-5824 cell
Leo Taylor taylorlg60@yahoo.com	June 2021	Teaching Assistant, EDT Lake-Sumter State College 1405 CR 526A Sumterville, FL 33585	(321) 299-3888 cell

Name of Committee: Engineering Technologies Substation/Relay Tech

College Liaison: Mr. Alberto Luma, Program Manager

Academic Year: 2020 – 2021

Name and Email Address	Title, Name of Institution and Mailing Address	Telephone Number
Pete Baker pbbaker@ocalafl.org	Manager, Substation/Relay Dept. City of Ocala Electric Utilities (OEU)	(352) 857-6168
Jonathan Harris jharris@ocalafl.org	Manager, Substation/Relay Dept. City of Ocala Electric Utilities (OEU)	(352) 857-6168
Steve Balius, Chairman steve.balius@secoenergy.com	Manager, Safety & Risk Mgmt. Sumter Electric Cooperative, Inc. (SECO) PO Box 301 Sumterville, FL 33585-0301	(352) 793-3801 x1599 (352) 266-7376 cell (352) 793-1158 fax
Robert Cabrera robert.cabrera@duke-energy.com	Manager of Transmission Relay Construction and Maintenance Duke Energy Florida NP1A / 3300 Exchange Place Lake Mary, FL 32746	(727) 580-1966 cell
Millard Long mlong@ouc.com	Director of Gas Turbine Electrical Generation Orlando Utilities Commission Orlando Florida	(407) 491-5685 cell
Derek Robertson derek.robertson@secoenergy.com	Safety & Training Sumter Electric Cooperative, Inc. (SECO) PO Box 301 Sumterville, FL 33585	(352) 793-3801 x1379
Robert Seigworth seigworr@LSSC.edu	Safety Director – Elite Construction 2240 N Pine Ave, Ocala, FL 34475	(352) 568-0001 x1025 (352) 342-5791 cell
David Thomas david.thomas@leesburgflorida.gov	Substation Technician Foreman City of Leesburg 501 W. Meadow Street PO Box 490630 Leesburg, FL 34748-0630	(352) 516-7211 cell

Frank Uvanni frank.uvanni@duke-energy.com	Supervisor Relay C&M Duke Energy 4306 CR 462 Wildwood, FL 34480	(352) 422-8637 cell
Adrian Zvarych azvarych@powergridmail.com	Principle Electrical Engineer P.E. Power Grid Engineering Lake Mary, FL	(321) 580-6163 cell (321) 244-0170 office



Lake-Sumter State College Health Services Management Business & Industry Leadership Team

Name of Committee: Health Services Management BILT
Committee Chair: TBA
College Liaison: Brandy Ziesemer, Program Mgr., HSM
Academic Year: 2020-2021

Name	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Karen Blanchette, MBA Karen@pahcom.com	June 2023	Executive Director PAHCOM 1576 Bella Cruz Drive, Ste360 Lady Lake, FL 32159	800-451-9311
Crystal Bruning, CMM Crystalb_lambert@bellsouth.net	June 2022	Practice Administrator Integrated Women's Health 7051 Dr. Phillips Blvd., Ste 5 Orlando, FL 32819	407-363-2000
Wanda Calhoun, RHIT wanda.calhoun@orlandohealth.com	June 2023	Manager, Health Info. Mgmt. South Lake Hospital 1099 Citrus Tower Blvd Clermont, FL 34711	(352) 241-7130
Becky Dicus, RHIA, LHRM bdicus@centflhealth.org	June 2023	System Director, HIS Central Florida Health 600 E. Dixie Avenue Leesburg, FL 34748	(352) 323-5242
Not Confirmed:	June 2022	Executive Manager of Ops FHV Health 511 Medical Plaza Dr Leesburg, FL 34748	(352) 728-6808
Charmaine Hall Charmaine.Hall@orlandohealth.com	June 2022	Corporate Service Line Manager, Health Information Management Orlando Health 1414 Kuhl Ave., MP97 Orlando, FL 32819	(321)841-1373

Name	Term Expires	Title, Name of Institution and Mailing Address	Telephone No.
Carole Hokeah, MS, RN, CPC, CCS, CSSGB chokeah@centflhealth.org	June 2021	Corporate Director of Revenue Integrity: Central Fl Health 701 N. Palmetto St., Ste F Leesburg, FL 34748	(352)323-5577 (270) 300-5784 cell
Nichole Kelly nkelly@centflhealth.org	June 2021	Manager, Clinical Operations UF Health/Central Florida 600 E Dixie Ave Leesburg, FL 34748	(352) 323-4271 (352) 255-3615 cell
Karen Mathias, RHIA Karen.Mathias@AdventHealth.com	June 2022	Director HIS AdventHealth Waterman 1000 Waterman Way Tavares, FL 32778	352-253-3328
Kelly McLendon, CHPS kmclendon@complianceprosolutions.com	June 2021	Managing Director Compliance Pro Solutions, LLC 3894 Eagle's Place Titusville, FL 32796	(321) 268-0320 cell
Carol Millwater Ryan cmillwater@lakesumter.org	June 2021	Executive Director Lake Sumter Medical Society&We Care of Lake PO Box 1578 Mt. Dora, FL 32756	(352) 742-9902 work (352) 617-5296 cell
Mary Nicoli MNicolai@TelMedical.com	June 2021	Health Info Mgr/Coordinator Langley Health Services 1425 South US 301 Sumterville, FL, 33585	(352)-569-2949
Linda Renn, RHIT, CHPS, CCS, CPC, COC, CHTS - TR linda.renn@gmail.com	June 2022	VP, HIM Professional Services STAT Solutions, Inc. 2407 Winona Avenue Leesburg, FL 34748	(352) 787-9590 work
Brandy Ziesemer ziesemeb@lssc.edu		HSM Professor/Prog Mgr Lake-Sumter State College 9501 US Hwy 441 Leesburg, FL 34788	(352) 435-6414



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-11- First Reading Board Rule 1.02

OVERVIEW:

The current Board Rule 1-02, as written, requires nine members.

ANALYSIS:

A review of State Board Rules and Statute has been conducted and there is an opportunity to amend the current board rule to adjust the minimum number to five members.

RECOMMENDATION:

First Reading Only, No action required.

**LAKE-SUMTER STATE COLLEGE
BOARD RULE**

TITLE: Meetings of the District Board of Trustees

NUMBER: 1.02

AUTHORITY: Florida Statutes 1001.61; 286

PAGE: 1 of 2

HISTORY: New - 8/1/68

AMENDED - 9/12/73, 10/16/80, 6/19/96, 4120104, 9/17/13

REVIEWED - 5/1/09

DATE ADOPTED: 9/17/13

- a. The District Board shall meet on regular meeting dates it schedules. The time and dates of the meetings shall be determined at the District Board's organizational meeting that takes place at its first regular meeting after July 1 of each year. The District Board may reschedule regular meetings as needed.
 1. Regular meetings, special meetings and workshops of the District Board shall be held in the Board Room on the Leesburg Campus, unless the District Board designates another location;
 2. Public notice of meetings shall be given at least ten days prior to the time of the meetings, unless an emergency situation arises that requires immediate attention;
 3. At the discretion of the District Board, items of an emergency nature may be acted upon at a regular or special meeting;
 4. Meetings of the District Board shall comply with the relevant portions of Florida Statutes 286.
- b. All regular and special meetings of the District Board shall be open to the public. No formal action shall be taken by the District Board at other than regular or special meetings.
- c. The board is comprised of no less than five members nor more than nine members. Being a nine-member board, When the board consists of five members, three members shall constitute a quorum ~~five members shall constitute a quorum~~ for any meeting of the District Board. When the board consist of more than five members, five members shall constitute a quorum. No business may be transacted at a meeting unless a quorum is present. A majority of the quorum is sufficient to carry a vote.
 1. Voting shall be by voice;
 2. Robert's Rules of Order, Newly Revised shall constitute the parliamentary authority of the District Board, except as it may be in conflict with District Board rules, State Board of Education rules, or Florida Statutes.
- d. At its organizational meeting, the District Board shall elect a Chairman whose duty it is to preside at all meetings of the District Board, and a Vice-Chairman whose duty it is to act as Chairman during the absence or disability of the Chairman. The President shall act as Secretary of the District Board.

- e. The President, in consultation with the Chairman, shall prepare an agenda for all meetings of the District Board and shall insure that a copy of the agenda with supporting documentation is completed and available at least six days before the event to the District Board members and by any person in the state who requests a copy of the agenda. Items which are time sensitive and not requiring advance notice or advertising may be added to the agenda with approval by the District Board at the meeting.
- f. Members of the public shall be given a reasonable opportunity to be heard on matters before the District Board except as otherwise provided by Florida Statutes. The time of this opportunity to be heard is determined by the nature of the public comment.
 - 1. Persons desiring to provide public comment on Board agenda items (not pertaining to Board rules) will be permitted to speak at a meeting during which the item is presented to the District Board for action, or during a meeting that is during the decision-making process and within a reasonable proximity before the meeting at which the District Board takes official action. A person wishing to speak on a particular item must complete a request form provided by the President and available at the meeting and submit it to the President or President's designee no later than ten minutes prior to the beginning of the scheduled meeting of the District Board;
 - 2. Persons desiring to provide public comment on proposed additions, modifications, and deletions of District Board Rules will be permitted to speak at the time of the Public Hearing on the District Board Rule being considered;
 - 3. Persons desiring to provide public comment on matters not part of the agenda may do so following the consideration of all agenda items during the time designated on the agenda for public comment. A person wishing to speak on a particular item must complete a request form provided by the President and available at the meeting and submit it to the President or President's designee no later than ten minutes prior to the beginning of the scheduled meeting of the District Board;
 - 4. Each person providing public comment will be limited to five minutes. If an organization, committee, delegation or other group desires to provide public comment, the organization, committee, delegation or group shall be represented by one spokesperson who may speak for five minutes. Other members of the organization, committee, delegation or group may then be given an opportunity to amplify the spokesperson's comments for up to two minutes each to a total of ten minutes. Additional time may be granted by unanimous consent of the District Board.
- g. The President, as Secretary of the District Board, shall keep and disseminate official copies of the minutes from each District Board meeting in accordance with the provisions of the State Board of Education Rules.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-12- SACSCOC Response Report Update

OVERVIEW:

The SACSCOC site visit for reaffirmation was held virtually October 26-29, 2020.

ANALYSIS:

The visiting team identified four recommendations. The College is preparing a response that is due to SACSCOC March 28, 2021. Dr. Bigard and Dr. Vitale will share an update on the development of the College's response.

- 1. Ensure that the institution has a governing board of at least five members.**
- 2. Ensure that the institution has a QEP that includes assessment metrics that will ultimately measure the effectiveness of the project.**
- 3. Ensure that the institution has the capacity to implement the QEP as written.**
- 4. Ensure that the institution "closes the loop" on general education student learning outcomes assessment**

RECOMMENDATION:

It is recommended that the Board accept the information as reported.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-13- Memorandum of Understanding with UFF

OVERVIEW:

All agreements between the College and the United Faculty of Florida must be ratified by the LSSC District Board of Trustees.

ANALYSIS:

The College has tentatively agreed to a Memorandum of Understanding (MOU) related to faculty instructional and service requirements during COVID-19 for the fall 2020 semester. The UFF ratified the agreement on November 16, 2020.

RECOMMENDATION:

It is recommended for approval as written.

9-21-2020 Post-Caucus College Proposal

Memorandum of Understanding Between the
United Faculty of Florida – Lake-Sumter State College
and the Lake-Sumter State College District Board of Trustees
Subject: COVID-19 Health Emergency

The United Faculty of Florida – Lake-Sumter State College (UFF-LSSC) and the Lake-Sumter State College District Board of Trustees are committed to maintaining a productive and efficient operation of Lake-Sumter State College (LSSC) in a safe and healthy environment during the COVID-19 Health Emergency.

1. INSTRUCTIONAL ASSIGNMENTS.

- A. In order to ensure the safety and health of faculty and students, courses will be offered across four modalities: face-to-face, hybrid, real-time online, and traditional online. LSSC will continue to provide support and training for remote instruction during the COVID-19 emergency. LSSC will not impose any quotas with regard to how many or what percentage of faculty members in a particular unit need to be on campus for the Fall 2020 semester.
- B. LSSC will provide at least four reusable cloth face coverings to each faculty member who is required to be on campus during this period.
- C. Faculty have the right to ask a non-compliant student to leave a particular class. Faculty also have the right to end a class session whenever they do not feel safe due to students not following classroom health and safety protocols. Faculty must report any such incidents to the appropriate authorities.
- D. Regardless of whether they elect to report to campus for duty, faculty shall have access to their offices and, if applicable, laboratories and other instructional support facilities, unless LSSC issues a contrary directive to close such access for safety or public interest reasons.
- E. LSSC is not responsible for costs associated with working at home, such as electrical utilities, internet access, voice/data line, computer hardware, heating, A/C, etc.
- F. Faculty who have a CDC-designated health condition that increases his or her vulnerability to COVID-19, who have responsibilities to care for someone who has such a CDC-designated health condition, or who is living with someone who has such a CDC-designated health condition, will be provided an accommodation alleviating him or her of the requirement to work in a non-remote setting for the Fall 2020 semester. Faculty members desiring an accommodation are required to submit a written accommodation request supported by medical certification.

2. EVALUATIONS

The dedication, quality of work, number of work hours, academic rigor, and student learning outcomes expected of a telecommuting faculty are the same as if the faculty was performing his or her job duties and responsibilities at a College facility. In the event a faculty member does not satisfactorily perform assigned duties remotely, the College may take appropriate action.

3. CONTINUING CONTRACT

Faculty may request additional time to complete continuing contract requirements provided it does not exceed the amount specified in College Admin Pro. 5-15 and Rule 6A-14.0411, FA. Employment Contracts for Full-Time Faculty.

4. SANITATION.

Faculty who report to campus for duty are expected to take reasonable steps¹ to keep their offices, personal spaces, and other surfaces with which they engage (including computers, mice/keyboards, and other devices/equipment) sanitary. LSSC shall provide appropriate disinfectant materials in each classroom, including hand sanitizer, cleaning solution, and gloves. Faculty shall not be required to clean or sanitize any common spaces (classrooms, labs, etc.). No faculty will be compelled to conduct class in a room that is not clean or that does not have appropriate cleaning materials provided. Faculty should take precautions to ensure their health and safety in accordance with CDC guidelines.

5. REMOTE MEETINGS.

- A. Faculty who have an approved medical accommodation allowing remote work and who have been designated as providing entirely remote instruction will be given remote access to fulfill office hours and attendance requirements for any departmental or other LSSC committee meetings or workgroups. If a faculty member holds office hours in person on campus, he or she shall be provided access to a room large enough to place six feet between themselves and the student or students in which to hold office hours.
- B. Pre-fall term in-service days, scheduled for August 18-21, 2020, shall be held remotely when possible.
- C. October's annual LSSC Day of Service will not be held in-person. Faculty may elect to participate in online service opportunities if they are made available.
- D. Faculty shall not be required to attend the December 2020 commencement ceremonies in person if they have a medical accommodation allowing for remote work.

6. CONTINUING NEGOTIATIONS AND DISCUSSIONS.

The impacts of COVID-19 on the Lake-Sumter community are changing constantly. Nothing in this memorandum shall be construed as a waiver of LSSC's right to implement measures pursuant

¹ Such as those recommended by the CDC for routine cleaning and disinfections of households:
<https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>

9-21-2020 Post-Caucus College Proposal

to directives from appropriate state, federal, and professional authorities or that the College otherwise deems essential to protecting the health and safety of students, faculty, and staff. Nothing in this memorandum shall be construed as a waiver of the College's obligation to engage in bargaining over the impacts of such decisions upon request by UFF-LSSC to the extent required and allowed by law. Additionally, representatives of LSSC and UFF-LSSC agree to discuss issues relating to the administration of this agreement, to potential work modalities, and to changes necessitated by COVID-19.

Chief Negotiator – LSSC

Chief Negotiators – UFF LSSC

Date

Date



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-14- MOU Agreement and DEU Plan- AH Waterman and Lake-Sumter SC

OVERVIEW:

The College seeks innovative ways to expand the capacity of the nursing program in response to the growing demand for nursing professionals in Lake and Sumter counties. The dedicated education unit (DEU) is a floor or unit of a healthcare facility that is dedicated to nursing instruction and education. This model of instruction provides students with an immersive educational experience that prepares them to enter the field of healthcare.

ANALYSIS:

The College has drafted an MOU with Advent Waterman Hospital as a commitment between both parties to develop a dedicated educational unit (DEU) program and identify operational space for both parties. Advent Waterman has added additional language regarding confidentiality. The agreement has been reviewed by Anita Geraci-Carver.

RECOMMENDATION:

It is recommended for approval as written.

MEMORANDUM OF UNDERSTANDING AGREEMENT

This **MEMORANDUM OF UNDERSTANDING AGREEMENT** (“Agreement”) is effective _____, 2020 (the “Effective Date”), by and between **LAKE-SUMTER STATE COLLEGE**, a Florida public college (hereinafter the “Academic Institution”); and **FLORIDA HOSPITAL WATERMAN, INC.**, a Florida not for profit corporation doing business as **AdventHealth Waterman** (“AdventHealth”). AdventHealth and Academic Institution are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties intend to undertake discussions relating to a potential arrangement, affiliation, joint venture, or transaction focusing on a potential nursing program curriculum (“Curriculum”) in a dedicated educational unit (“DEU”) within a healthcare setting with the goal of expanded employment opportunities with AdventHealth (the “Transaction”) as further described in the discussion points of **Exhibit A**, and the Parties may supply the other Parties with documents and information as necessary to facilitate those discussions;

WHEREAS, pursuant to Article I, s.24(b), Florida Constitution and s. 286.011, Florida Statutes, the Academic Institution is subject to The Government in Sunshine Law, requiring certain meetings of collegial bodies be open to the public, reasonable notice provided and minutes of such meetings be taken, unless a statutory exemption is provided;

WHEREAS, Academic Institution is an agency for purposes of Ch. 119, Florida Statutes, The Public Records Act, and must comply with Florida’s public records law;

WHEREAS, in Ch. 119, Florida Statutes the Legislature provides statutory exemptions from disclosure as well as identifies certain public records as confidential, and the determination of whether a public record is exempt from disclosure or is confidential rests solely with the Legislature;

WHEREAS, Academic Institution has limited attorney-client privilege and limited attorney work product privilege;

WHEREAS, each Party may wish to share certain proprietary documents and information with the other Parties and the other Parties’ (a) authorized employee(s), affiliates, and agents; (b) legal counsel (“Counsel”) and employees of any Counsel who are assisting in the representation of the Party; and (c) experts or consultants working on behalf of or under the direction of Counsel or the Party (together, the “Authorized Representatives”) as necessary to facilitate discussions and planning relating to the Transaction while preserving the confidentiality of the information and any applicable privileges including, without limitation, the attorney-client privilege and the attorney work product privilege; and

WHEREAS, the Parties wish to maintain the confidentiality of any discussions undertaken and any documents or information shared to the extent allowed by Florida law including but not limited to The Public Records Act, Chapter 119, Florida Statutes, and The Government in Sunshine Law.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

ARTICLE I CONFIDENTIALITY

1.1 **Background.** This Agreement governs the confidential and privileged exchange of information and communications between the undersigned Parties and their respective Authorized Representatives on behalf of the Parties. The Parties wish to ensure that their respective Authorized Representatives are free to share and exchange information without improperly sharing competitive information and without waiving the confidentiality of communications and documents protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege. Counsel considers disclosure of matters of common concern to the Parties to be essential to the effective representation of their clients and within the joint defense privilege. Academic Institution's agreement, responsibilities, representations, and obligations as set forth in this Agreement are all subject to the caveat of 'as allowed by Florida law' as more particularly described in the Recitals which form an integral part of this Agreement.

1.2 **Confidential Information; Duties of Academic Institution; and Duties of AdventHealth.**

1.2.1 **Confidential Information.** The Parties acknowledge and agree that the Parties will be acquiring, exchanging, and discussing confidential information of a special and unique nature in anticipation of the Transaction relating to, but not necessarily limited to, such matters as the Transaction; the Parties' respective electronic and printed benchmarking data; and procedures relating to the respective Parties' businesses, confidential reports, clinical data, quality information, as well as the amount, nature and type of services provided (collectively "Confidential Information").

1.2.2 **Duties of Academic Institution to AdventHealth.** Academic Institution recognize the interest which AdventHealth has in the operation of the business of Academic Institution and acknowledges the fact that the information and documents described in this Section 1.2 constitute AdventHealth's Confidential Information, and Academic Institution hereby waive any and all right, title and interest in and to AdventHealth's Confidential Information. Without AdventHealth's prior written consent or except as required by applicable laws or regulation, Academic Institution will not, for any purpose whatsoever, divulge or disclose any of AdventHealth's Confidential Information, in whole or in part, to any third party, person, organization or entity other than the Authorized Representatives. In addition, Academic Institution agrees not to disclose any information about confidential discussions related to the contemplated Transaction to any third party, person, organization, or entity, including any entity that competes with AdventHealth. In particular, Academic Institution agrees that Academic Institution will not disclose any of AdventHealth's Confidential Information or its contents to anyone except to the Authorized Representatives of Academic Institution who have a legitimate need to know and who shall: (a) be advised by Academic Institution of this Agreement and (b) agree to be fully bound by the terms of this Agreement. Academic Institution each agree to take all steps necessary to prevent disclosure of AdventHealth's Confidential Information to any unauthorized individuals, third parties or entities, except as expressly consented to by AdventHealth in writing prior to the disclosure. This prohibition extends, without limitation, to the Authorized Representatives of Academic Institution, and Academic Institution agrees to inform all of Academic Institution's Authorized Representatives of the obligations set forth in this Agreement and to be responsible for the conduct of the

Authorized Representatives. Academic Institution shall cause its Counsel to further agree to preserve and invoke in all proceedings of whatever kind and to the greatest extent possible, any applicable attorney-client privilege, the attorney work product doctrine, and the joint defense privilege. AdventHealth's Confidential Information does not include all or any portion of information which: (i) becomes generally available to the public other than as a result of a disclosure by AdventHealth or any of AdventHealth's Authorized Representatives; or (ii) was or becomes rightfully available to Academic Institution on a non-confidential basis from a source other than AdventHealth or AdventHealth's Authorized Representatives.

1.2.3 Duties of AdventHealth to Academic Institution. AdventHealth agrees that, without the prior written consent of Academic Institution or except as required by applicable laws or regulations, AdventHealth shall not disclose any of the Confidential Information of Academic Institution to any third party, person, organization, or entity other than the Authorized Representatives. In addition, AdventHealth agrees that it will only disclose Confidential Information of Academic Institution to AdventHealth's Authorized Representatives who have a legitimate need to know that information and who shall: (a) be advised by AdventHealth of this Agreement and (b) agree to be fully bound by the terms of this Agreement. Confidential Information of Academic Institution does not include all or any portion of information which: (i) becomes generally available to the public other than as a result of a disclosure by Academic Institution or any Authorized Representatives of Academic Institution; (ii) was or becomes rightfully available to AdventHealth on a non-confidential basis from a source other than Academic Institution or any Authorized Representatives of Academic Institution; or (iii) relates to the practice, operation or management of academic services, provided said information does not include information regarding Academic Institution that is confidential or proprietary.

1.3 Prior Exchange of Confidential Information Under Oral Agreement. The Parties acknowledge that any disclosure or exchange of the Parties' respective Confidential Information that has occurred prior to the Effective Date of this Agreement shall be subject to this Agreement.

1.4 Additional Restrictions on Confidential Information. AdventHealth may choose to place additional restrictions on the use or disclosure of any specific item of Confidential Information provided by AdventHealth to Academic Institution under this Agreement, including, by way of example, a restriction that any Confidential Information designated as "Attorneys Eyes Only" be disclosed only to Counsel and not to Academic Institution. The placing of such a restriction shall not in any way affect the validity of this Agreement or the application of its terms.

1.5 Surrender. Upon the expiration or termination, for any reason, of this Agreement or termination of discussions between the Parties related to the Transaction, the Parties shall immediately return any and all Confidential Information of the other Party, including, but not limited to, clinical data, benchmark information, printed or electronic information, and any other material provided under this Agreement. However, notwithstanding the foregoing or anything to the contrary in this Agreement, the Parties may keep their respective reports, working papers, and a copy of the Confidential Information of the other Party in accordance with their document retention policies to comply with applicable law and any applicable professional standards.

ARTICLE II OBLIGATIONS OF THE PARTIES

- 2.1 **Agreements by Authorized Representatives and Third Parties.** The Parties shall ensure that all Authorized Representatives or third parties who have or will have access to the Parties' respective Confidential Information agree to be bound by the same restrictions, terms, and conditions that apply to the Parties pursuant to this Agreement.
- 2.2 **Equitable Remedies.** The Parties hereby agree that a breach of this Agreement will cause irreparable and immediate harm to the non-breaching Party and that such damages shall be difficult to quantify. The Parties hereby agree that the non-breaching Party may file an action for a temporary restraining order, temporary injunction, and/or permanent injunction and/or to compel specific performance to enforce the terms of this Agreement against the breaching Party, in addition to any other remedies available. The Parties waive the claim or defense that an adequate remedy at law for such a breach exists or that irreparable injury will not occur.
- 2.3 **Indemnification.** The Parties agree to indemnify the other Party from and against each and every claim, demand, loss, liability, damage, or expense (including any settlement payment, reasonable attorneys' fees and other expenses incurred in litigation or settlement of any claims) (collectively "Losses") of whatever nature arising out of or in connection with any breach of the confidentiality and non-disclosure provisions set forth in this Agreement. Without limiting the generality of the foregoing, the Parties agree to indemnify the other Party from and against all Losses arising from any "selective disclosure" (as defined in applicable securities regulations) of non-public information caused by the disclosure of Confidential Information in breach of this Agreement. The remedies set forth in this Section shall be in addition to the equitable remedies in Section 2.2.
- 2.3 Nothing herein will obligate Academic Institution to indemnify or in any other way be liable to pay to AdventHealth, any person or entity any amount which exceeds the amount(s) for which Academic Institution could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of Academic Institution to AdventHealth, any person or entity beyond those limits of liability for which Academic Institution could be held liable under that cited statute.
- 2.4 **Requests for Confidential Information.** Except as otherwise required by applicable law, in the event that either Party receives a request or demand, by subpoena or otherwise, from any person, or a court order that appears to call for the disclosure or production of the other Party's Confidential Information (the "Notified Party"), the Notified Party shall, in addition to invoking and preserving any applicable privilege or other protection as required by Section 1.2, immediately provide written notice to the other Party of the existence of the request, demand or order. The Notified Party, upon receiving such a request or demand, shall not voluntarily surrender any Confidential Information without first providing the other Party a reasonable opportunity to protect its/his/her interests and assert any applicable privilege or the work product doctrine by motion in an appropriate court or through a similar mechanism.

ARTICLE III TERM OF AGREEMENT

This Agreement, including its provisions on the use and confidentiality of Confidential Information, shall remain in full force for a period of **FIVE (5) YEARS** from the Effective Date notwithstanding any termination of the discussion or planning of the Transaction. The Parties agree and shall ensure that the Authorized Representatives of the Parties agree that they will continue to be bound by this Agreement following any such conclusion, resolution, or discussions regarding the Transaction. This Agreement's provisions on the use and confidentiality of Confidential Information shall also continue to apply to: (1) any Authorized Representatives of either Party who ceases to be employed by, engaged by, or affiliated with either Party; (2) any employee of any Counsel who ceases to be employed by that Counsel and to whom any Confidential Information was disclosed prior to the termination of his or her employment; and (3) any expert or consultant who worked on behalf of or under the direction of any Counsel or either Party and to whom any Confidential Information was disclosed prior to the termination of the expert's or consultant's services.

ARTICLE IV MISCELLANEOUS

- 4.1 **Amendment.** Any modification to this Agreement must be in writing and signed by the Parties.
- 4.2 **Assignment.** This Agreement is not transferable or assignable by Academic Institution without the prior written consent of AdventHealth. AdventHealth may transfer or assign this Agreement upon notice to Academic Institution.
- 4.3 **Entire Agreement.** This Agreement constitutes the entire understanding relating to the subject matter hereof between the Parties.
- 4.4 **Confidentiality.** Except as otherwise provided in this Agreement or as required by applicable law, the terms of this Agreement are privileged and confidential and shall not be disclosed, in whole or in part, to any person other than pursuant to this Agreement, provided that the Agreement may be disclosed to any new counsel for the limited purpose of determining whether to enter into this Agreement, or as needed to protect the joint defense privilege.
- 4.5 **Counterparts.** This Agreement may be signed in counterparts and each signed counterpart shall be deemed an original document.
- 4.6 **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflicts of law principles.
- 4.7 **Notice.** All notices and other communications under this Agreement shall be in writing and shall be deemed received when (i) delivered personally or when deposited in the U.S. mail, postage prepaid; (ii) sent registered or certified mail, return receipt requested; or (iii) sent via a nationally recognized and receipted overnight courier service to the Parties at their respective principal office of record as set forth below or designated in writing from time to time. No notice of a change of address shall be effective until received by the other Party(ies).

ADVENTHEALTH:

Florida Hospital Waterman, Inc.
d/b/a AdventHealth Waterman
1000 Waterman Way
Tavares, Florida 32778
Attention: President and Chief Executive
Officer

Lake Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34788
Attention: President

Copy to:

Copy to:

AdventHealth
900 Hope Way
Altamonte Springs, Florida 32714
Attention: Legal Department

ACADEMIC INSTITUTION:

- 4.8 **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall stay in full force and effect and shall in no way be affected, impaired or invalidated.
- 4.9 **Third Party Beneficiaries.** This Agreement and the covenants herein contained are made solely for the benefit of the Parties and their respective successors and assigns, and no other person shall be entitled to any rights as a result of this Agreement.
- 4.10 **Venue.** Any action or proceeding seeking to enforce any provision, or based on any right arising out of, this Agreement, shall be brought against either of the Parties in the courts of the State of Florida, County of Lake, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein. Process in any action or proceeding referred to in the preceding sentence may be served on either Party anywhere.
- 4.11 **Waiver.** Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed, and is not intended to be, a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance.
- 4.12 **Prevailing Party(ies).** In the event of any arbitration or litigation, including appeals, with regard to this Agreement, the prevailing Party(ies) shall be entitled to recover from the non-prevailing Party(ies) all reasonable fees, costs (including, but not limited to costs of retained experts, if any), and expenses of counsel (at pre-trial, trial, and appellate levels).
- 4.13 **Non-Binding Agreement.** The Parties agree that neither this Agreement nor the acceptance of this Agreement shall bind either of the Parties to enter into the Transaction; rather this Agreement is meant to affirm the preliminary understanding with respect to the subject matter hereof with respect to the Transaction. The Parties hereto mutually agree to negotiate in good faith in order to enter into a definitive agreement. Execution of an agreement for the Transaction will be contingent upon review and approval by through the AdventHealth Corporate Compliance process. The Parties agree that if an agreement for the Transaction is not executed

between the parties within six (6) months of the date of this Agreement, then either Party may provide the other Party with written notice of the intent to discontinue further negotiations regarding the Transaction.

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by a duly authorized person the day and year first above written.

ADVENTHEALTH:

By: _____

Print Name: _____

Title: _____

Date: _____

ACADEMIC INSTITUTION:

By: _____

Print Name: _____

Title: _____

Date: _____

DISCUSSION POINTS

In preparation for the Transaction and the definitive agreement, the Parties agree to collaborate on the following:

1. Develop an operational plan for a dedicated educational unit (“DEU”) at AdventHealth to include, at a minimum, action items for instructional staffing and clinical experiences at AdventHealth and integration plans for Academic Institution’s nursing program curriculum in the DEU at AdventHealth.
2. Identify the AdventHealth location for the DEU and educational services, which may include consideration of relocation of AdventHealth non-medical offices and staff to Academic Institution’s campus.
3. Meet at AdventHealth and Academic Institution’s campus, as necessary, to identify space needs for the DEU at AdventHealth and support services for the DEU in the areas of instruction and administrative support, facility requirements, information technology infrastructure, parking, and building access.
4. Develop a renovation and/or space modification plan for the DEU at AdventHealth.
5. Develop a lease agreement for Academic Institution’s use of AdventHealth’s space.
6. Develop a renovation and/or space modification plan for office space AdventHealth may use on Academic Institution’s campus.
7. Develop a lease agreement for AdventHealth’s use of Academic Institution’s space.
8. Work to resolve the following issues according to the proposed timeline:

Timeline:	Action Items:
January 1, 2021	Mutual agreement on location for DEU and office space for AdventHealth at Academic Institution, as applicable.
February 1, 2021	Mutual agreement on renovations or modifications to DEU at AdventHealth and office space for AdventHealth at Academic Institution, as applicable.
March 1, 2021	Mutual agreement on the draft DEU operational plan.

Timeline:	Action Items:
April 1, 2021	Mutual agreement on the financial arrangement for the buildout of space for the DEU at AdventHealth and office space for AdventHealth at Academic Institution, as applicable. Mutual agreement on draft lease for DEU and AdventHealth space, as applicable.
May 1, 2021	Partners execute relevant lease agreements for DEU and AdventHealth space at Academic Institution, as applicable
May 1, 2021	Commencement of renovations and modifications to DEU and AdventHealth office space at Academic Institution, as applicable.
July 30, 2021	Completion of renovations and modifications to DEU and AdventHealth office space at Academic Institution, as applicable.
August 1, 2021	DEU at AdventHealth opens for fall 2020 term



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-15- Team Corona

OVERVIEW:

The LSSC Team Corona was commissioned on March 20, 2020 to coordinate the College's response to the COVID-19 pandemic. The team included members of the staff, faculty, and administration.

ANALYSIS:

The team met on a weekly basis to monitor local, state, and national activity and develop a comprehensive response plan including the closure and phased-in reopening of the campuses, immediate movement to online course and service delivery, communications to faculty, staff, and students, develop mitigation protocols, procure personal protective equipment, deliver training programs, and develop new policies. The team worked tirelessly to continue college operations and protect the community in the face of tremendous uncertainty and unprecedented circumstances.

RECOMMENDATION:

Recognize Team Corona with a Proclamation



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-16- IoT approval

OVERVIEW: The College proposes the approval of the College Credit Certificate in Internet of Things.

ANALYSIS:

The College Credit Certificate in Internet of Things (IoT) teaches students to develop applications that run on microcontroller development boards, design and simulate the function of devices and build physical prototypes. Upon completion of the program, students will have learned how to develop applications in the dominant programming languages used in IoT, completed projects that they can include in their portfolio and configured different single board computers. The Internet of Things (IoT), refers to software and sensors that are collecting and sharing data through the internet to control smart watches, cars, and the various devices found in smart homes. Increasingly, the IoT is being used across many industries, ranging from healthcare to agriculture. This is a 24-credit hour program.

RECOMMENDATION:

It is recommended for approval as written.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-17- Approval of Pinecrest Ground Lease South Lake

OVERVIEW:

The District Board of Trustees directed the Administration to proceed in drafting a ground lease agreement for Academica – Pinecrest Charter School to develop a 6-12 campus within the LSSC Clermont/South Lake Campus.

ANALYSIS:

A ground lease has been reviewed and negotiated by both parties.

- \$75,000 payment for each the first 10 years; escalator follows
- Up to 2400 student stations
- Construction must begin within 18 months of signing the lease
- Additional agreements: performance, shared use, dual enrollment

RECOMMENDATION:

Approve the item as written, pending further changes resulting from final legal review.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (herein called the "Ground Lease") is made and entered into this ____ day of _____, 2020, by and between **THE DISTRICT BOARD OF TRUSTEES OF LAKE SUMTER STATE COLLEGE**, a political subdivision of the State of Florida having its principal place of business at 9501 U.S. Highway 441, Leesburg, Florida 34788 (the "Board" or "Landlord"), acting for and on behalf of **LAKE SUMTER STATE COLLEGE** (the "College"), and _____, a _____ not for profit corporation having its principal place of business at _____, _____, Florida _____ (the "Corporation" or "Tenant").

WHEREAS, the Board has the power to lease its real property in the best interests of the College pursuant to Section 1001.64(37) of the Florida Statutes and the Board has determined that it is in the best interests of the College to enter into this Ground Lease; and

WHEREAS, Tenant holds a charter granted by the Lake County, Florida School Board for a charter school to serve grades __ through __, known as _____ (the "School"), and Tenant desires to operate the School on the Leased Premises; and

WHEREAS, the Board, as Landlord, will lease the Leased Premises (defined below) to the Corporation, as Tenant, for the construction of capital projects associated with the School as well as operation of the School by the Tenant pursuant to the terms hereof; and

WHEREAS, _____ (the "Lender") has entered into the Loan Agreement dated as of _____ (the "Loan Agreement") between the Corporation and the Lender for the purposes of financing the Project, as defined in the Loan Agreement and has issued its promissory note (the "Note") thereunder to evidence the Corporation's obligations under the Note; and

WHEREAS, in consideration of the transfers of interest under this Ground Lease, the Corporation will construct certain educational facilities to house up to 2400 student stations- and growth to be as allowable by state law and related improvements, including a _____ square feet educational facility consisting of approximately ____ classrooms, ____ lecture halls, ____ cafeteria, ____ gymnasium, offices and related improvements (the "Project"); and

WHEREAS, the Tenant desires to enter into a long-term lease of the Leased Premises for the purpose of constructing the Project on the Leased Premises and operating the School on the Leased Premises, and Landlord has agreed to leased the Leased Premises to Tenant on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree to adopt this Ground Lease:

Section 1. Leased Premises. Landlord will lease real property to Tenant pursuant to this Ground Lease located at the College's South Lake Campus in Clermont, Florida. Landlord hereby

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leases to Tenant that certain unimproved real property lying in Lake County, Florida, generally depicted in Exhibit "A" attached hereto and made a part hereof. Tenant, at Tenant's sole cost, shall obtain a boundary survey of the Leased Premises prior to construction to more particularly describe and depict the Leased Premises. Upon review and approval of the boundary survey by College, the approved boundary survey and legal description will be substituted for the description, if any, of the Leased Premises set forth in Exhibit "A" attached hereto, and shall be made a part hereof by reference (the same constituting the "Leased Premises").

Section 2. Commencement Date and Termination. The Term of this Lease shall commence on _____ (the "Commencement Date") and unless earlier terminated will expire on the last day of the 50th year, _____ (the "Lease Term"). This Ground Lease shall terminate on the date all obligations related to any debt obligation hereafter entered into by the Tenant to finance or refinance the Project have been satisfied in full but in no event shall the initial term of this Ground Lease be more than fifty (50) years. Tenant shall give written notice to Landlord of its desire to extend the term of the Ground Lease, in five-year increments, no later than 120 days prior to the end of the term. The term of this Ground Lease may be extended with consent of the Landlord on terms mutually agreeable to the parties in the form of a written amendment. The initial Lease Term and any extensions thereto shall not exceed a total of seventy-five (75) years. Notwithstanding the foregoing, this Lease shall terminate if Tenant has not obtained approved construction plans and commenced construction on or before 18 months from the Effective Date of this Lease.

Section 3. Use of Leased Premises.

(a) Educational facilities. The Leased Premises shall be used by Tenant solely for the purpose of constructing educational facilities to house a maximum of 1,992 student stations and related improvements, including a _____ square feet educational facility consisting of approximately _____ classrooms, _____ lecture halls, _____ cafeteria, _____ gymnasium, offices and related improvements (the "Project") all to be operated and managed by Tenant or Tenant's designee and for no other purpose whatsoever. Tenant shall be exclusively responsible for the construction, operation and management of the Project.

(b) Compliance with Rules and Regulations. Tenant shall not use or permit the Leased Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto relating to sanitation or the public health, safety or welfare, or relating to Tenant's construction activities in, and use of, the Leased Premises during construction of all improvements to the Leased Premises and until the issuance of a final certificate of occupancy with respect thereto.

(c) Commercial Facilities Prohibited. It is understood and agreed by the parties hereto that no part of the Leased Premises may be used for construction or operation of any commercial facilities whatsoever, provided that concessions, franchises, coin operated vending machines to provide services such as food, beverage, telecommunication or other services that are installed and maintained for the convenience of users of the facilities shall not be considered commercial facilities for purposes of this section.

Section 4. Rental. Throughout the term of this Ground Lease, Tenant covenants and agrees to pay to Landlord base rent for each year of the Lease Term and any extensions thereof. Tenant covenants and agrees to pay to Landlord, as base rent for the first year of the Lease Term, an amount equal to SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) per annum plus applicable sales tax, if any, as additional consideration for the Lease. Rent will be a fixed amount of \$75,000.00 for the first ten years and then will increase by the percentage of annual increase to the K-12 Full Time Equivalent (FTE) as determined by the State of Florida. - If Tenant shall default in the payment of any rent as and when due hereunder, interest shall accrue on such rent as a late charge from the date such payment became due until the date paid at the highest interest rate permitted by applicable law.

All rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between Tenant and Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the Parties hereto). Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing to Tenant within thirty (30) calendar days prior to the rent due date.

Section 5. Construction Commencement.

(a) Commencement of Construction. Tenant shall start construction of the Project within thirty (30) days after final approval by Landlord (and any other parties incidental to financing, construction or design of a Project) of the plans and specifications for all the improvements proposed to be constructed on the Leased Premises. Landlord shall provide the Tenant with written notice of its approval of such plans and specifications.

(b) Construction Permits and Approvals. It shall be the responsibility of Tenant, at its sole cost and expense, to obtain any and all governmental permits and approvals required to be obtained by it as a condition precedent to the construction of any improvements on the Leased Premises. Landlord agrees to assist Tenant in obtaining such governmental permits and approvals if Tenant so requests; provided, however, that Landlord shall have no obligation to incur any costs or expenses in connection with the rendering of such assistance. In the event that Tenant deems it necessary or appropriate, through litigation or administrative proceedings, to contest the denial of any approval or permit, or to require the appropriate governmental authority to act with due diligence on Tenant's applications for said approval or permits, it shall obtain the prior written consent of Landlord, which consent Landlord shall not be unreasonably denied or withheld.

(c) Tenant's Obligations Prior to Construction. On or before three (3) days prior to the expiration of the thirty (30) day period referred to in paragraph (a) of this Section, Tenant shall deliver to Landlord the following:

1. Copies of all insurance policies as reasonably required by Landlord (or written evidence of such coverage acceptable to Landlord) and evidence that the premiums therefor have been paid;

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2. If Tenant elects to use a general contractor, a copy of the executed construction contract;

3. Evidence of a payment and performance bond having been issued by a bonding company acceptable to Landlord in the principal amount of 100% of the cost of construction, naming Landlord as obligee and otherwise in form and substance satisfactory to Landlord; and

4. Evidence satisfactory to Landlord that Tenant has obtained all other required governmental approvals required for the commencement of construction and reasonably expect that all required approvals will be obtained in due course when needed and that it has obtained a construction loan and permanent loan commitment or other private financing.

(d) Quality of Construction. Tenant shall construct, or cause to be constructed, all projects expeditiously, in a good, workmanlike manner and substantially in accordance with the approved plans and specifications and any change orders previously authorized by Landlord and Tenant.

(e) Obligation to Furnish. Tenant shall, at its own cost, completely furnish, decorate and equip the Project within sixty (60) days after completion of construction or the issuance of a final certificate of occupancy, whichever earlier occurs, and shall keep all furniture and equipment installed in good operating condition and repair, throughout the term of this Ground Lease, reasonable wear and tear excepted.

(f) Charter School Development Agreement and Other Agreements. The Parties agree they will enter into a charter school development agreement more particularly setting forth the roles and responsibilities of Tenant in site development, permitting, and construction of the Project. The Parties also contemplate entering into a performance agreement, a shared use agreement and a dual enrollment agreement. If the Parties fail to enter into any one of the agreements provided for in this sub-subsection, notwithstanding anything to the contrary, this Lease shall terminate.

Section 6. Ownership of Improvements and Surrender of Leased Premises.

(a) Ownership. Tenant shall at all times during the term of this Ground Lease have title to all improvements made to the Leased Premises and shall own all personal acquired by the Tenant and placed on the Leased Premises during the term of this Ground Lease (collectively, the "Improvements"). Upon the termination of this Ground Lease with respect to any portion of the Leased Premises (whether by expiration of the term hereof or prior termination for any cause set forth herein) and payment in full of the Note, title to all improvements and ownership of all personal property, not purchased with charter school funds as prescribed by statute, on that portion of the Leased Premises shall thereupon vest in Landlord or its successor in interest. Tenant shall, nonetheless, thereafter execute and deliver to Landlord such evidence of title as Landlord may reasonably request.

(b) Surrender of Leased Premises. Tenant shall, on or before the last day of the term

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hereof or upon the sooner termination hereof for any cause set forth herein with respect to any portion of the Leased Premises, peaceably and quietly surrender to Landlord the Leased Premises together with all improvements and all furniture, furnishings, and equipment (except for any commercial or other equipment not owned by Tenant) located in or upon the Leased Premises, free and clear of any liens and encumbrances other than permitted encumbrances.

(c) Tenant's Obligations . Contemporaneously with the expiration of the term hereof or sooner termination of this Ground Lease for any cause set forth herein with respect to the Leased Premises, Tenant shall immediately execute and/or deliver to Landlord the following (but nothing contained herein shall in any way limit or impair the rights of Landlord in the event of a default by Tenant):

1. Such documents of title and other instruments as Landlord may request to enable Landlord's ownership of all improvements and all furniture, furnishings and equipment located on that portion of the Leased Premises to be reflected of record; and

2. All books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for the operation of, the Project constructed on that portion of the Leased Premises.

(d) Abandonment. Any personal property of Tenant or of any other person (except for vending machines or other commercial equipment) that remains on the Leased Premises after expiration of the term of this Ground Lease and for thirty (30) days after request by Landlord for removal, shall, at the option of Landlord, be deemed to have been abandoned and may be retained by Landlord as its property or be disposed of without accountability, in such manner as Landlord may see fit.

(e) Demolition. Notwithstanding the foregoing, at Landlord's option, Landlord may require Tenant at the expiration or termination of the Lease to demolish the Project on the Leased Premises at Tenant's cost if such educational facilities are in disrepair and beyond their useable life. Tenant shall have three (3) months from the date of notice by Landlord to permit and notice complete the demolition, provided however, such period to complete the demolition shall not extend the Term of this Lease.

Section 7. Landlord's Interest Not Subject to Certain Liens.

(a) It is mutually intended, stipulated and agreed that the Landlord's fee simple interest in the Leased Premises shall not be subjected to liens of any nature arising by reason of Tenant's construction of improvements upon the Leased Premises or by reason of any other act or omission of Tenant or any person claiming under, by or through Tenant, including, but not limited to, mechanics' and materialmen's liens . All persons dealing with Tenant are hereby placed on notice that any improvements constructed upon the Leased Premises are the property of Tenant and are constructed for Tenant's use and benefit, and that they should not look to Landlord or to Landlord's credit or assets for payment or satisfaction of any obligations incurred therefor. Tenant has no power, right or authority to subject Landlord's fee simple interest in the Leased Premises to any mechanics' or materialmen's

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lien or claim of lien. Each of the parties hereto agree that a memorandum of this Ground Lease and any supplements hereto will be recorded in the property records of Lake County, Florida.

(b) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Leased Premises or the Project resulting from or arising out of any act or omission of Tenant or any person claiming under, by or through Tenant, Tenant shall, within thirty (30) days after receipt of notice of the imposition of such lien, claim or order, cause the same to be discharged, satisfied, canceled or released, and the Leased Premises and the Project to be released therefrom, by the payment of the obligation secured thereby or by the furnishing of a bond or by any other method which may be prescribed or permitted by law, Tenant shall thereupon furnish Landlord with evidence of having done so in form satisfactory and requisite for recording in the Office of the Clerk of the Circuit Court, Lake County, Florida.

(c) Should Tenant desire to litigate the validity of any lien or claim of lien, nothing herein shall preclude Tenant from doing so, provided that Tenant shall have first posted an appropriate and sufficient bond in favor of claimant and thereby obtained the release of the Leased Premises and the Project from such lien. If judgment is obtained by the claimant of any lien, Tenant agrees to pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired. Tenant shall, at Tenant's expense, defend the interests of Tenant and Landlord in any and all such suits. Landlord may, at its own expense, engage its own counsel and assert its own defenses, in which event Tenant agrees to cooperate with Landlord and make available to Landlord all information and data deemed by Landlord to be necessary or desirable for such defense.

Section 8. Insurance.

(a) Insurance Coverage Tenant shall obtain and maintain insurance continuously during the lease term to the full insurable value of the Leased Premises, and the School of the Tenant (and in no event less than the replacement cost), against loss or damage by fire, lightning and flood (if the School is located within a federally-designated flood hazard zone) and such other risks and matters, including without limitation, rental loss, public liability and boiler insurance, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time customarily used in the State of Florida, provided that the insurance required by this subsection may contain a commercially reasonable deductible provision and be in amounts which in the opinion of Landlord are normal and reasonable;

(b) A policy of commercial general liability insurance relating to use, occupancy or operation of the Premises and naming Landlord, Tenant and any other parties whose names shall have been furnished by Landlord to Tenant from time to time as additional insureds, such insurance to be written on an "occurrence" basis with combined single limits, for any bodily injury, including death, and for property damage, including loss of use of property, and personal injury arising out of the operation, use or occupancy of the Premises of not less than \$5,000,000.00 per occurrence, subject to reasonable periodic increases based upon inflation, reasonable recommendation of Landlord's professional insurance advisors and other relevant factors. The commercial general liability insurance shall contain a clause covering child abuse and molestation which occurs on the Premises by any employee of Tenant or person while on the Premises. The

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liability insurance obtained by Tenant under this subsection: shall (i) be primary and non-contributing; (ii) contain a "separation of insureds" clause (or equivalent); (iii) contain contractual liability coverage; and (iv) provide "occurrence" based coverage. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain commercial general liability insurance and any other insurance in an amount and with coverage determined by Landlord, insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Premises and other perils. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance;

(c) Rental or business interruption insurance against abatement of rent resulting from fire or other casualty in an amount not less than the greater of \$1,000,000 or maximum annual amount of the rent, with the proceeds from such rental or business interruption insurance being payable to the Landlord and Tenant, as their respective interest may appear;

(d) Worker's compensation insurance as required by law;

(e) Commercially reasonable employer's liability insurance and commercial auto liability insurance in amounts which in the opinion of Landlord are normal and reasonable;

(f) Additional insurance against such risks as are customarily insured against with respect to property similar to the Leased Premises and educational facilities by schools of like size and type; and

(g) Such other insurance in such amounts as Landlord may reasonably require from time to time is in force.

(h) On or prior to the Commencement Date and the date Tenant occupies or enters the Leased Premises, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by Tenant pursuant to this section. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least ten (10) calendar days prior to the expiration of such policy. All insurance required to be carried by Tenant pursuant to the terms of this Lease (i) shall contain a provision that (aa) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received thirty (30) calendar days' prior notice of the same, by certified mail, return receipt requested, and (bb) Tenant shall be solely responsible for the payment of all premiums under such policies and Landlord shall have no obligation for the payment thereof, and (ii) shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VI" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

Section 9. Condition of Leased Premises - Fill, Utilities.

(a) "As Is" Premises; No Representations or Warranties of Landlord. Tenant has accepted possession of the Leased Premises in an "AS-IS" condition without any representation or warranty of Landlord,

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whether express or implied, including, without limitation, any representation or warranty for fitness for a particular use or purpose. By the execution of this Lease, Tenant acknowledges that it has completed any and all due diligence that it deems necessary in order to enter into this Lease. Tenant acknowledges that it has had the advice of such independent professional consultants and experts as it deems necessary in connection with its investigation and study of the Leased Premises, and has, to the extent it deemed necessary, independently investigated the condition of the Leased Premises, including the soils, hydrology and seismology thereof, and the laws relating to the construction and operation of the Project, including environmental, zoning and other land use entitlement requirements and procedures, height restrictions, floor area coverage limitations and similar matters, and has not relied upon any statement, representation or warranty of Landlord of any kind or nature in connection with its decision to execute and deliver the Lease and its agreement to perform the obligations of Tenant hereunder except as expressly set forth in this Lease. Landlord makes no representation or warranty as to any encumbrances affecting title to the Leased Premises. Landlord makes no warranty as to the suitability of the Leased Premises for Tenant's proposed development, construction or use, as permitted by this Lease. Landlord makes no covenants or warranties respecting the condition of the soil, subsoil or any other condition of the Leased Premises. Tenant acknowledges that the soil on and the topography of the Premises may or may not be suitable for the purposes intended by Tenant or be of such character and condition so as to require special engineering for construction of the Project. Landlord shall not be responsible for any land subsidence, slippage, soil instability or damage resulting therefrom. Landlord shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, under or about the Leased Premises. In addition, Landlord has made no representation or warranty that it will develop any of its other property, whether or not adjoining the Leased Premises, for any specific use. Tenant hereby waives any and all such warranties, express or implied, including specifically but without limitation any warranty or representation of suitability.

(b) Tenant, at its sole expense, shall bring or cause to be brought to the Leased Premises adequate connections for water, electrical power, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services. Tenant shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by Landlord. Landlord agrees to grant such utility companies' rights of access over, under and across the remaining property of Landlord as shall be necessary and convenient for the efficient operation of the educational facilities, and which do not materially impair the present and future uses of the remaining property of Landlord. Any construction or extension of facilities shall be subject to prior written approval of Landlord and shall be made without cost to Landlord.

(c) Tenant shall at all times prevent entrance of objectionable quantities of deleterious wastes into Landlord's sewerage system, storm water drainage system and conduit system as required by the applicable governmental authority.

(d) Drains or other facilities provided by Tenant for the purpose of disposing of storm or other waters shall conform to the requirements of all applicable governmental authorities.

(e) Within 4 months of the Effective Date of this Lease, Tenant, at its sole expense, shall obtain a

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(a) Phase I Environmental Study of the Leased Premises and any additional studies recommended as a result of the Phase I Environmental Study, and (b) environmental site analysis to include presence of protected wildlife species and protected vegetation.

Section 10. Maintenance of Premises.

(a) Tenant's Repair Obligations. Tenant shall, at Tenant's sole expense, at all times during any term of this Lease, maintain in compliance with law and in good condition and repair the School and the Leased Premises. Without limiting the generality of the foregoing, Tenant shall, at its sole cost and expense, promptly comply with any legal requirements which relate to (or are triggered by) (a) Tenant's use of the Premises, and (b) any improvements or any alteration or addition thereto made by Tenant or at the request of Tenant at the Leased Premises. Should any standard or regulation now or hereafter be imposed on Tenant by any federal, state or local governmental body charged with the establishment, regulation and enforcement of occupational, health, environmental or safety standards, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations, including, without limitation, any governmental requirement to obtain and maintain permits for the use or operation of any equipment at the Leased Premises.

(b) Improvement Costs. Tenant shall be solely responsible for all costs of any improvements and other development of the Leased Premises instituted by Tenant or on Tenant's behalf, including costs necessary to meet legal requirements, including without limitation, County, City or State requirements, including, but not limited to sewerage expansion, paving, design and construction cost and shall hold Landlord harmless for any and all such expenses.

Section 11. Fee Unencumbered; No Pledge of Credit of State. Under no circumstances will the fee title to the Leased Premises be encumbered other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Ground Lease shall be or be construed to be a pledge of the credit of the State of Florida or any agency, department or board thereof.

Section 12. Assignment, Subletting and Mortgaging of Leasehold Interest.

(a) Tenant shall not have the right to assign this Ground Lease, or any portion thereof, or to sublease all or any portion of the Leased Premises without the prior written consent of Landlord. Any assignment of this Ground Lease or subletting of all or any portion of the Leased Premises shall be subject to Landlord's prior written consent which may be denied in Landlord's reasonable discretion. Except as expressly permitted herein, any purported assignment, partial assignment or sublease without Landlord's prior written consent in violation of this paragraph (a) shall be null and void, and the attempt to so assign or sublease, shall constitute a default under this Ground Lease.

(b) It is expressly understood and agreed that any purported assignment or sublease shall not relieve Tenant of any of its responsibilities and obligations under this Ground Lease and that any and all assignees or subtenants shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Ground Lease except that Tenant shall be relieved from any and all obligations hereunder if Tenant shall assign all of its interest in the

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Leased Premises with Landlord's prior written consent.

Section 13. Utility Easements. Landlord reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Leased Premises without the joinder and consent of Tenant; provided, however, that such grant is not detrimental to the use or operation of the Project, will not damage or disrupt the physical facilities of said Project, and will not impose any cost upon Tenant and will not adversely affect the Tenant's ability to repay the Note.

Section 14. Approval of Height of Structures. Tenant shall, with the cooperation of Landlord but at Tenant's sole expense, secure any required approvals as to the height of any buildings, structures or objects proposed to be erected upon the Leased Premises from all governmental agencies having jurisdiction.

Section 15. Signs. Subject to any applicable sign ordinance or regulation, Tenant shall have the right to install signs upon the interior and exterior of the educational facilities Tenant is constructing; provided, however, that said exterior signs are approved by Landlord in advance, shall not violate any local government codes or state regulations and that said signs shall, at the request of Landlord, be removed by Tenant on the termination of this Lease and any damage to the Leased Premises caused thereby will be repaired by Tenant at Tenant's expense simultaneously with such removal. Notwithstanding the foregoing, Tenant shall not be permitted to place any advertising signs upon or about the Leased Premises which signs are adverse or competitive to Lake Sumter State College.

Section 16. Indemnification of Landlord. Tenant shall defend, protect, save, hold harmless and indemnify Landlord and its trustees, administrators, officers, agents, servants, employees and assigns of each, from and against any and all claims, demands, losses, costs, damages, liens, suits, judgments, penalties, expenses, and liabilities of any kind or nature whatsoever (including attorneys' fees) which are caused by any acts or omissions of Tenant, its directors, officers, employees, servants, agents including but not limited to contractors, materialmen, and subcontractors except where such are caused by the tortious, unlawful or negligent conduct of those indemnified hereunder.

Section 17. Taxes and Fees.

(a) Tenant agrees to pay any applicable taxes, assessments, license fees and charges on goods, merchandise, fixtures, appliances, equipment and property in or about the Leased Premises if applicable to Florida charter schools.

(b) It is understood that Landlord is exempt from ad valorem taxation with respect to its facilities that are used for its purposes. However, should the Leased Premises or any interest therein or improvement (including the Project) thereon ever become subject to any taxes of any kind, Tenant agrees to pay any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Leased Premises, or any interest in this Ground Lease, or any possessory right which Tenant

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may have in or to the Leased Premises or the improvements (including the Project) thereon by reason of its use or occupancy thereof or otherwise.

(c) Notwithstanding the foregoing provision, Landlord shall, after notifying Tenant of its intention to do so, have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest Landlord may refrain from paying such tax or assessment so long as such contest will not, in the opinion of Landlord's attorney, subject any part of the Leased Premises or the Project to forfeiture or loss or impair the ability of the Tenant to repay the Note, in which event such taxes, assessments or charges shall be paid promptly. Tenant shall, upon request by Landlord, assist and cooperate with Landlord in any such proceedings and Tenant shall bear any costs or expenses of Tenant in connection with the rendering of such assistance. This provision shall in no way be construed as restricting Tenant from contesting, at its own expense, the legality of such tax or assessment if it so desires.

Section 18. Default by Tenant.

(a) Each of the following events shall be deemed a default by Tenant hereunder and a breach of this Ground Lease:

1. If Tenant shall fail to pay, when due, any rent or portion thereof, or any other sum which Tenant is obligated to pay under the terms of this Ground Lease, and such sums remain unpaid for a period of fifteen (15) days after receipt of written notice by Tenant from Landlord;

2. If Tenant shall attempt to assign this Ground Lease, or any portion thereof, in violation of the terms of this Ground Lease, or to sublease any portion of the Leased Premises in violation of Section 11 hereof;

3. If Tenant shall use the Leased Premises and/or Project for any purposes not expressly permitted by this Ground Lease, and such use shall continue for a period of fifteen (15) days after receipt of written notice thereof by Tenant from Landlord to desist from such use;

4. If Tenant shall abandon the Leased Premises and/or Project;

5. If Tenant shall attempt to place a mortgage on the Leased Premises without the consent of the Landlord and/or Project or any part thereof, or on this Ground Lease or on any rights Tenant may have under this Ground Lease in violation of the provisions of this Ground Lease; and

6. If Tenant shall otherwise fail to comply with any other covenant or condition of this Ground Lease and such failure to comply shall continue for a period of fifteen (15) days after receipt of written notice thereof by Tenant from Landlord.

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(b) In the event that any of the items of default set forth in subparagraphs (a)3. or (a)6. above is of such nature that it cannot be remedied within the time limits therein set forth, then Tenant shall have such additional time as is reasonably necessary to cure such default, provided Tenant commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) Landlord will send to the Lender all notices of default it sends to Tenant at the same time it sends such notice to Tenant.

Section 19. Remedies of Landlord.

(a) Upon the occurrence of any event of default and so long as the Note has been paid in full, Landlord may then terminate this Ground Lease by written notice to Tenant and re- enter upon and take possession of the Leased Premises and any improvements constructed thereon including the Project. In the event Landlord elects to avail itself of the rights and remedies contained in this Section, then such election by Landlord shall entitle Landlord to assume all of Tenant's right, title and interest in and to the educational facilities, as well as all structures and improvements on the Leased Premises, and the furniture, furnishings, fixtures and equipment therein or thereon, and Tenant shall surrender and deliver possession of the same to Landlord. In addition to the foregoing remedy, Landlord shall be entitled to collect from Tenant any and all costs, including reasonable attorney's fees, which Landlord may incur by reason of Tenant's default hereunder.

(b) In the event this Ground Lease is terminated pursuant to the provisions of this Section, Landlord shall have the right to utilize any plans and specifications relating to the Project which have been developed by Tenant.

(c) In no event shall the Landlord terminate this Ground Lease prior to the payment in full of the Note without the prior written consent of the Lender.

(d) Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (except by way of set-off of its payment obligations hereunder) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole other remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall either party be liable for, and each hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of a party or of its agents or employees.

Section 20. Waivers. No waiver by Landlord at any time of any of the terms, conditions, covenants or agreements of this Ground Lease, or non-compliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same, nor of any other term, condition, covenant or agreement

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herein contained, nor of the strict and prompt performance thereof by Tenant. No delay, failure or omission of Landlord to re-enter the Leased Premises, nor to exercise any right, power, privilege or option arising from any default shall impair such right, power, privilege or option, or be construed to be a waiver of any such default, relinquishment thereof or acquiescence therein, and no notice by Landlord shall be required to restore or revive time as being of the essence hereof after waiver by Landlord of default in one or more instances. No option, right, power, remedy or privilege of Landlord shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to Landlord by this Ground Lease are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law.

Section 21. Waiver of Claims. Tenant hereby waives any claim against Landlord and all of its trustees, administrators, officers, agents or employees thereof for loss of anticipated profits or other damages caused by any suit or proceeding by any third party directly or indirectly attacking the validity of this Ground Lease or any part hereof, or by any judgment or award in any suit or proceeding declaring this Ground Lease null, void or voidable, or delaying the same, or any part hereof by any third party, from being carried out. In the event a suit or other proceeding results in this Ground Lease or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be satisfactory to both parties and the Lender. Landlord hereby represents and warrants that Landlord is duly authorized to enter into this Ground Lease.

Section 22. Quiet Enjoyment. Landlord agrees that Tenant, upon the payment of the rent and all other payments and charges to be paid by Tenant under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Ground Lease, without hindrance or molestation.

Section 23. Terms Binding Upon Successors. All the terms, conditions and covenants of this Ground Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 24. Condemnation.

(a) In the event that any person or corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Ground Lease acquire title to the Leased Premises (which for the purpose of this Section only shall include not only the land hereby demised but also a Project and other improvements erected thereon by Tenant) or acquire title to such substantial portion thereof that Tenant cannot make use of the residue for the purposes intended by this Ground Lease, such acquisition of title shall terminate this Ground Lease, effective as of the date on which the condemning party takes possession thereof. Landlord and Tenant shall be entitled to separate awards with Landlord entitled to the value of the land taken and all damages to the remainder property, including, without limitation, severance damages, and Tenant entitled to the cost of the improvements taken and any damages relating thereto; provided, that all such proceeds shall first

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be applied to repay the Note.

(b) If the condemning party acquires title to a portion of the Leased Premises only, and Tenant can make beneficial use of the residue as determined by the Tenant thereof for the purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the total proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair or restoration of the educational facilities by Tenant in accordance with plans and specifications approved by Landlord. Any remaining balance of the condemnation proceeds shall be for the benefit of Landlord.

(c) It is understood that the foregoing provisions of this Section shall not in any way restrict the right of Landlord or Tenant to appeal the award made by any court or other public agency in any condemnation proceeding.

Section 25. Estoppel Certificates. Landlord, at any time and from time to time, upon not less than thirty (30) days' prior written notice from Tenant, will execute, acknowledge and deliver to Tenant or to whomsoever Tenant may direct or to the Lender on the request of the Lender, a certificate of Landlord certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same); that this Ground Lease is in full force and effect; and that there is no default hereunder (or, if so, specifying the default).

Section 26. Miscellaneous.

(a) Laws of Florida Govern/Venue. This Lease shall be governed by and be construed in accordance with the laws of the State of Florida without regard to conflict of laws principles. Venue for any action arising out of this Lease shall be in Lake County, Florida.

(b) Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party shall be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

(c) Landlord's Right of Access. Landlord shall have the right to enter upon the Leased Premises at all reasonable times to examine the Leased Premises, and to show all or any portion of the Leased Premises to prospective tenants and purchasers. Entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, and (c) in such a manner as to minimize interference with the conduct of Tenant's business.

(d) Force Majeure. With the exception of the obligation to make any payments required by the terms of this Lease, in the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, act of God, extreme weather, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period

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of such delay.

(e) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Landlord :

The District Board of Trustees of Lake Sumter State College
Attn: Office of the President
9501 U.S. Hwy 441
Leesburg, FL 34788

With a copy to:

Lake Sumter State College
Attn: Executive Vice-President
9501 U.S. Hwy 441
Leesburg, FL 34788

If to Tenant:

PINECREST ACADEMY

with a copy to:

ACADEMICA

GIBSON LAW OFFICES

or such other address as the party to be served may direct by written notice to the other party. All notices given hereunder shall be deemed given when deposited for delivery by an approved method; provided, however, that the time period for any response to such notice shall begin to run only upon delivery or when delivery is refused or cannot be accomplished because the party has moved and has not provided the other party with notice of its new address by notice as provided herein.

(f) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Ground Lease, any supplements hereto and the exhibits to this Ground Lease contain the entire agreement between Landlord and Tenant with respect to the subject matter of this Ground Lease; that there are no verbal agreements, representations, warranties or other understandings affecting the same; that Tenant, as a material part of the consideration hereof, hereby waives all claims against Landlord

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for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Ground Lease; and that any purported change, modification, release, discharge or waiver of any provision contained herein shall be of no force, effect, or value, unless set forth in writing and signed by the party to be bound.

(g) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than Landlord and Tenant.

(h) Captions. The captions of this Ground Lease are inserted solely for convenience of reference, and under no circumstances are they, or any of them, to be treated or construed as part of, or as affecting, this Ground Lease.

(i) Further Assurances. At and after the execution of this Ground Lease, Landlord and Tenant will, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the other party or parties may reasonably request in order to effect or confirm the transactions contemplated by this Ground Lease.

(j) Survival. All obligations and liabilities of a party to the other party survive the expiration or other termination of this Lease. In particular, the rights and obligations of the Parties with respect to any indemnity under this Lease, and with respect to rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

(k) Effective Date. The Effective Date of this Lease shall be the date on which the latter of the parties hereto have executed this Lease.

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

TENANT:

LANDLORD:

APPROVED:

APPROVED:
LAKE-SUMTER STATE COLLEGE

Date

Dr. Stanley Sidor, President Date

Date

Mr. Peter Wahl, Chairperson Date
District Board of Trustees

WITNESSES:

EXHIBIT "A"

THE LEASED PREMISES



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: January 20, 2021

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 1-18 Clinical Student Agreements

OVERVIEW:

The Nursing Education curriculum requires access by LSSC students and faculty to certain clinical spaces. LSSC maintains “clinical agreements” with several medical facilities in Lake and Sumter counties.

ANALYSIS:

Leesburg Regional Hospital is now merged with UF Health, requiring updates to our current agreement. Anita Geraci-Carver has reviewed and provided edits to the agreement.

RECOMMENDATION:

Approve the Item as written, pending final legal review.

Clinical Student Agreement

LEESBURG REGIONAL MEDICAL CENTER, INC. d/b/a UF HEALTH LEESBURG HOSPITAL, a Florida not for profit corporation, hereinafter referred to as “UFLH” and **The District Board of Trustees of Lake Sumter State College, a political subdivision of the State of Florida** hereinafter referred to as “**Institute**”, entered into on the ____ day of _____, 20__, this Clinical Student Agreement for clinical field work experience.

WHEREAS, UFLH has the appropriate facilities and has agreed to make such facilities available to the Institute.

WHEREAS, UFLH and Institute desire to cooperate to establish and implement a rotation program involving the clinical students of the Institute.

AGREEMENT TERMS

1. This Agreement between Institute and UFLH shall become effective the date signed by UFLH and remain in effect for a term of 1 year. This Agreement may be renewed or extended upon mutual written agreement. Any party wishing to terminate shall provide the other party 30 days written notice prior to termination, unless the parties terminate for breach of a covenant in this agreement. If a party breaches any covenants in this agreement the non-breaching party may terminate this contract immediately. The parties agree that in the event of termination of this Agreement for any reason, the parties shall honor the terms of this Agreement as to all Students participating in the clinical rotation program through the Student’s completion of the program.
2. UFLH reserves the right to require any Student to be removed from UFLH whose conduct or work with patients or personnel is not, in the reasonable opinion of the Chief Executive Officer or his designee of UFLH in accordance with acceptable standards of professional practice. The Institute may at any time withdraw a Student whose progress, conduct or work does not meet the standards for continuation in the program.
3. Amendments to this Agreement now or in the future may be made as an attachment and will be acknowledged when fully executed by authorized signature(s) of UFLH and Institute representative.
4. UFLH and Institute shall cooperate in the placement of Students, each sharing responsibility for the final selection of Students. UFLH has no obligation to work with Students who are initially considered to be, or are later found to be, unsuited to UFLH.
5. Failure to comply with any terms of this Agreement shall be considered cause for termination of Student.

SCOPE OF SERVICES/INTERNSHIP

1. The parties wish to provide an opportunity to Students to obtain practical experience in a clinical setting and to set forth the guidelines for providing said experience.
2. At any time before or after starting the clinical internship and in order to continue said internship, UFLH may request and Student or Institute shall provide, at its own expense, evidence of any required licenses, certificates of insurance, or documentation as to the qualification of the Student including but not limited to CPR certification, MMR Immunity or Vaccination, Drug Screen, Free of Communicable Disease Statement, and Liability as well as Accident and Sickness Insurance or Waiver accepting liability and accepting self-pay responsibility.
3. Institute shall provide UFLH with a copy of the student’s completed TB skin test prior to UFLH start date.
4. It is mutually understood and agreed that the Student is not an employee of UFLH. The sole interest and responsibility of UFLH is to ensure that the services provided by the Students shall be consistent with the standard of care provided by UFLH and are consistent with the policies and procedures of UFLH and that the Student performs and renders services in a competent, efficient and satisfactory manner and pursuant to medically accepted standards and that the actions of the Student shall not interfere with the competent, efficient and satisfactory provision of medical care at UFLH. It is likewise agreed that the Institute, its employees and agents, and the Student shall neither have nor exercise any control or direction over the methods by which the UFLH performs its work and functions under this Agreement.

5. At UFLH's sole discretion, UFLH may provide written notice to Institute of a Student whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient or client services or UFLH's operations, to evaluate such Student's conduct and remove the Student from UFLH except as the parties otherwise agree in writing. Institute will evaluate the Student's conduct within 3 working days of receipt of UFLH's written notice, and during this evaluation period the Student will be suspended from the program until a decision is made for UFLH to remove the Student or not remove the Student.

UFLH RESPONSIBILITIES

1. Define and agree upon the manner in which the appraisal of performance and competency will occur based on job descriptions, patient care setting and criteria for competency.
2. Notify and provide Institute with a written report for any work-related injury /incident. A confidential medical evaluation, details of the event(s), treatment(s) provided, action taken and follow-up for exposures to bloodborne pathogens, hazardous materials, emergency and natural disasters with signed permission to release information.
3. UFLH agrees to provide at its established charge, treatment by UFLH's Emergency Department to Students injured while performing their duties at UFLH. Students experiencing a percutaneous injury (e.g. needle stick) may be treated by UFLH's Employee Health Services Coordinator in accordance with UFLH's Personnel Policy - Employee Health Infection Control Protocol. A medical incident report must also be completed by the Student and UFLH's Student consent form to test for antibodies to the Human Immunodeficiency Virus (HIV) will be obtained by UFLH's Employee Health Coordinator whenever necessary.
4. Direct all related documentation to Institute Human Resources / Risk Management with the understanding that confidentiality, privacy and applicable laws and regulations are acknowledged.
5. UFLH agrees, in coordination with Institute, to identify the clinical area, date and term for each assignment needed.
6. UFLH shall provide Institute with confirmation of assignment(s).
7. UFLH shall provide the Institute's Students with an appropriate orientation of UFLH's policies and procedures. Only students that have received appropriate orientation may participate in clinical areas.
8. UFLH shall provide the Institute's Students with learning opportunities under appropriate supervision.
9. FLH shall provide appropriate learning experiences for the Student, including orientation to UFLH, micro and macro work assignments and other learning activities needed for the satisfactory completion of field placement requirements.
10. The determination of the number of Students to be assigned for field placement shall be negotiated between UFLH and Institute. UFLH has the final decision on the number of Students it can accommodate.

INSTITUTE RESPONSIBILITIES

1. Acknowledge the clinical area, date and term for each assignment(s) requested by UFLH.
2. Identify and present viable Student(s) for each clinical area.
3. Identify and remain in close contact with the UFLH representatives who confirm assignment(s).
4. Acknowledge and review with selected Student(s) the assignment dates, hours and shifts confirmed with UFLH.
5. Provide UFLH, in writing, the names of the Students assigned by Institute to participate in the Program at least ten (10) days prior to the beginning of the Program.
6. Assign only those Students who have satisfactorily completed those portions of Institute curricula that are a prerequisite to Program participation.

7. Institute will confer with UFLH before the placement of any Student in order to establish or to review the purpose, provisions and responsibilities involved in the field placement.
8. Institute's Coordinator of Field Education will be available for consultation with UFLH as needed concerning the requirements and objectives of the field placement.
9. Institute will provide a faculty liaison to UFLH who is responsible for monitoring the learning experiences and performance of the Student.
10. Student shall provide the necessary and appropriate uniform while on duty at UFLH, and school name badge.
11. Student shall obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
12. Institute personnel assigned to UFLH are to comply with all applicable state and federal laws and with UFLH policies and procedures.
13. Institute Students assigned to UFLH will professionally, ethically and diligently carry out their responsibilities with acknowledgment and due respect for their expertise and licensure, as applicable, and in the best interest of UFLH's patient population, their health and welfare, their image and presence as a healthcare organization and member of the community.
14. Instructors acting on behalf of Institute that need credentialed shall comply with all requirements set forth in this Agreement at their or the Institute's cost.

UFLH REQUIRED DOCUMENTS

Institute will provide the following required documents to UFLH prior to Student start date at UFLH.

1. Institute agrees to provide criminal background check reports for ALL individuals in the job classification of Student and will have at a minimum completed a level 1 criminal background report and for specific identified positions a level 2 criminal background report will be completed prior to start date. Any issues identified in a level 1 or 2 criminal background report will be communicated to facility at which time all processing of applicant will cease until issue has been resolved or terminated.
2. Negative Drug Screen (completed within 30 days of start date).
3. Health Screening including: TB skin test or chest x-ray (upon start and annually thereafter), Proof of MMR immunity or vaccination, Free of Communicable Disease statement (may be completed at the facility prior to commencing work).
4. Coordinate orientation for Student prior to clinical start date.
5. Institute agrees to provide evidence of compliance for Students requiring active licensure and certification prior to initial start date and for the duration of the contract service. Institute will notify facility of any disciplinary, pending, or potential issues within 24 hours of Institute becoming aware of an issue with licensure and/or certification. Student will not be permitted to access facility until such issue (s) has been resolved.
6. Copy of driver's license required for all students (or picture ID if no driver's license).
7. Agreement to comply with the Security and Privacy Policy.
8. Agreement to comply with the Corporate Integrity Agreement Certification.
9. Institute agrees to provide evidence of compliance with regulatory and facility medical health requirements for individuals in the job classification of Student prior to and at designed intervals for the duration of contract service.

CARE STANDARDS AND GUIDELINES

UFLH, Institute, and Student shall recognize and follow Hospital, Federal and State Standards and Requirements and will include, but not be limited to, the following:

1. Any licensed professional shall possess and will provide proof of current licensure issued by the state in which they will practice.
2. Any license presented to Agency shall be verified with the respective state(s) for active and clear status.

3. Any licensed professional will be directed to present their license upon arrival to the Human Resources Department and Supervisor.
4. A current CPR card, as appropriate, to the clinical area (BCLS).
5. Continuing Education Certificates, as applicable, within the State of Florida for any LPN or PAR.
6. The Job Description, State Standards of Practice or Scope of Practice Act and the ANA Code for Ethics shall serve as the Standards of Ethical Practice for which each nurse shall abide.
7. The Institute Student shall be familiar with and accountable for functions of their licensure, certification and/or classification within the area, current clinical skill and competency in the specialty, facility and state in which they are doing clinical rotation.
8. Orientation to provide and prepare the Student for appropriate utilization and patient support services. Recommendations to address include:
 - The Philosophy and Mission Statement of UFLH and Patient Care Services.
 - Criteria and Standards for Nursing Practice and Procedures to and for each assigned clinical area.
 - Dress Code/ Protective Equipment.
 - System Behavior Standards
 - Acuity System and Method of Patient Assignment.
 - Chart Documentation / Transcription of Orders.
 - Administration of Medications, IV Therapy, Blood and Blood Products.
 - CPR and Code Procedures.
 - Discharge Planning.
 - Policy and Procedure and Code of Conduct regarding the correct reporting of unusual incidents and /or injuries.
 - Communications System(s) for immediate emergency and safety identification and response.
 - A comprehensive Patient Safety Program including an Emergency / Disaster Plan.
 - Other information and materials deemed relevant by Clinical Director of assigned area.
9. UFLH in collaboration with Institute shall support a commitment to encourage all health care individuals to maintain and remain abreast of current standards of care and safety to ensure proficiency, skill level, competency and professional development. This shall be accomplished by the availability of continuing education programs and in-services within the health care community.

CONFIDENTIALITY OF INFORMATION

UFLH and Institute each agree to take all sensible steps and to do all things within reason to ensure that information relating to patients, Institute's and UFLH's business shall not be disclosed or made use of outside the business of either party. However, the foregoing shall not apply to information if provided to:

- Government agencies, as required, by law or to a third-party.
- Payors for reimbursement and consented to by the patient, as necessary.
- Other health care providers involved in the patient's care.
- Which such party can show was known to it prior to the disclosure by the other party.
- Which is or becomes public knowledge through no fault of such party; or
- Which is lawfully disclosed to such party by a third party.

Institute agrees to UFLH's Security and Privacy Policy of Confidential Information and the following:

UFLH and Institute will maintain the confidentiality and security of patient and/or employee information of a confidential nature as follows:

Act as responsible information stewards and treat **all** individual medical record data, employee data and related financial, demographic, and lifestyle information as sensitive and confidential.

Treat all individual medical record and employee data as confidential in accordance with professional ethics, accreditation standards, and legal requirements.

Implement reasonable measures to protect the confidentiality of medical and other information maintained about patients and employees.

Those individuals with access to confidential information will have only the level of access needed to perform their job duties and be restricted from access to information not related to that purpose.

Remove patient or employee identifiers when appropriate, such as in statistical reporting and in medical research studies.

Not disclose any UFLH patient or employee information without the prior consent of UFLH.

If data are transmitted electronically, both UFLH and Institute will send and receive data in a manner to protect the integrity and confidentiality of the transmitted information.

UFLH's Business Associate Agreement, as attached, shall be executed by Institute.

INSURANCE

Institute warrants and represents that it is a public entity entitled to governmental immunity protections under applicable state law and that it provides occurrence-based professional and patient general liability insurance for its faculty, employees and students in accordance with section 768.28, Florida Statutes; but, the institute also warrants and represents that it provides such insurance with limits of no less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction not to apply.

INDEMNIFICATION

Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by Institution, and/or the District Board of Trustees of Lake Sumter State College. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes.

NOTICES

Any notice to be made with this Agreement shall be in writing and deemed effective when sent by registered or certified mail to the following address:

FOR UFLH:

Leesburg Regional Medical Center, Inc. d/b/a UF Health Leesburg Hospital
Attn: VP – Compliance and Legal Department / VP - Human Resources
600 E. Dixie Avenue
Leesburg, Florida 34748

FOR INSTITUTE:

Lake Sumter State College
Attn: President
9501 U.S. Hwy 441
Leesburg, FL 34788

with copy to: Lake Sumter State College
Attn: Dean
9501 U.S. Hwy 441
Leesburg, FL 34788

MISCELLANEOUS

This Agreement contains the entire understanding of the parties. It may be amended or modified only by an agreement in writing signed by both parties, provided that no amendment shall be made which would cause this Agreement to violate any federal or state law.

The invalidity or non-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Each party represents and warrants that it is authorized to execute, deliver and perform this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the venue shall be in Lake County Florida.

NONDISCRIMINATION. The Parties agree that it will not discriminate in its employment practices or its treatment of employees or students on the basis of race, color, religion, sex, age, marital status, or national origin nor will either party discriminate against any qualified individual with a disability. The Parties recognize that sexual harassment constitutes discrimination on the basis of sex.

ASSIGNMENT. No Party may assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the other Parties which consent may be withheld for any reason it determines to be in its best interest.

RIGHTS, REMEDIES AND OBLIGATIONS. The rights, remedies and obligations contained herein pertain solely to the parties executing this Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for the parties, or any other entity not a party hereto.

EXECUTION

IN WITNESS WHEREOF, the authorized undersigned have executed this Agreement based on the Effective Date.

**LEESBURG REGIONAL MEDICAL CENTER, INC., DISTRICT BOARD OF TRUSTEES OF LAKE
SUMTER STATE COLLEGE
D/B/A UF HEALTH LEESBURG HOSPITAL
A FLORIDA NOT FOR PROFIT CORPORATION**

Signature _____
Donald G. Henderson
CEO

Signature _____

Print Name/Title

Legal Content Approved:

Compliance and Legal Department

Date

Clinical Student Agreement

THE VILLAGES® REGIONAL HOSPITAL d/b/a UF HEALTH THE VILLAGES® HOSPITAL, a Florida not for profit corporation, hereinafter referred to as “UFTVH” and **The District Board of Trustees of Lake Sumter State College, a political subdivision of the State of Florida**, hereinafter referred to as “**Institute**”, entered into on the ____ day of _____, 20__, an Agreement for Clinical Field Work Experience.

WHEREAS, UFTVH has the appropriate facilities and has agreed to make such facilities available to the Institute.

WHEREAS, UFTVH and Institute desire to cooperate to establish and implement a rotation program involving the clinical students of the Institute.

AGREEMENT TERMS

1. This Agreement between Institute and UFTVH shall become effective the date signed by UFTVH and remain in effect for a term of 1 year. This Agreement may be renewed or extended upon mutual written agreement. Any party wishing to terminate shall provide the other party 30 days written notice prior to termination, unless the parties terminate for breach of a covenant in this agreement. If a party breaches any covenants in this agreement the non-breaching party may terminate this contract immediately. The parties agree that in the event of termination of this Agreement for any reason, the parties shall honor the terms of this Agreement as to all Students participating in the clinical rotation program through the Student's completion of the program.
2. UFTVH reserves the right to require any Student to be removed from UFTVH whose conduct or work with patients or personnel is not, in the reasonable opinion of the Chief Executive Officer or his designee of UFTVH in accordance with acceptable standards of professional practice. The Institute may at any time withdraw a Student whose progress, conduct or work does not meet the standards for continuation in the program.
3. Amendments to this Agreement now or in the future may be made as an attachment and will be acknowledged when fully executed by authorized signature(s) of UFTVH and Institute representative.
4. UFTVH and Institute shall cooperate in the placement of Students, each sharing responsibility for the final selection of Students. UFTVH has no obligation to work with Students who are initially considered to be, or are later found to be, unsuited to UFTVH.
5. Failure to comply with any terms of this Agreement shall be considered cause for termination of Student.

SCOPE OF SERVICES/INTERNSHIP

1. The parties wish to provide an opportunity to Students to obtain practical experience in a clinical setting and to set forth the guidelines for providing said experience.
2. At any time before or after starting the clinical internship and in order to continue said internship, UFTVH may request and Student or Institute shall provide, at its own expense, evidence of any required licenses, certificates of insurance, or documentation as to the qualification of the Student including but not limited to CPR certification, MMR Immunity or Vaccination, Drug Screen, Free of Communicable Disease Statement, and Liability as well as Accident and Sickness Insurance or Waiver accepting liability and accepting self-pay responsibility.
3. Institute shall provide UFTVH with a copy of the student's completed TB skin test prior to UFTVH start date.
4. It is mutually understood and agreed that the Student is not an employee of UFTVH. The sole interest and responsibility of UFTVH is to ensure that the services provided by the Students shall be consistent with the standard of care provided by UFTVH and are consistent with the policies and procedures of UFTVH and that the Student performs and renders services in a competent, efficient and satisfactory manner and pursuant to medically accepted standards and that the actions of the Student shall not interfere with the competent, efficient and satisfactory provision of medical care at UFTVH. It is likewise agreed that the Institute, its employees and agents, and the Student shall neither have nor exercise any control or direction over the methods by which the UFTVH performs its work and functions under this Agreement.

5. At UFTVH's sole discretion, UFTVH may provide written notice to Institute of a Student whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient or client services or UFTVH's operations, to evaluate such Student's conduct and remove the Student from UFTVH except as the parties otherwise agree in writing. Institute will evaluate the Student's conduct within 3 working days of receipt of UFLH's written notice, and during this evaluation period the Student will be suspended from the program until a decision is made for UFTVH to remove the Student or not remove the Student.

UFTVH RESPONSIBILITIES

1. Define and agree upon the manner in which the appraisal of performance and competency will occur based on job descriptions, patient care setting and criteria for competency.
2. Notify and provide Institute with a written report for any work-related injury /incident. A confidential medical evaluation, details of the event(s), treatment(s) provided, action taken and follow-up for exposures to bloodborne pathogens, hazardous materials, emergency and natural disasters with signed permission to release information.
3. UFTVH agrees to provide at its established charge, treatment by UFTVH's Emergency Department to Students injured while performing their duties at UFTVH. Students experiencing a percutaneous injury (e.g. needle stick) may be treated by UFTVH's Employee Health Services Coordinator in accordance with UFTVH's Personnel Policy - Employee Health Infection Control Protocol. A medical incident report must also be completed by the Student and UFTVH's Student consent form to test for antibodies to the Human Immunodeficiency Virus (HIV) will be obtained by UFTVH's Employee Health Coordinator whenever necessary.
4. Direct all related documentation to Institute Human Resources / Risk Management with the understanding that confidentiality, privacy and applicable laws and regulations are acknowledged.
5. UFTVH agrees, in coordination with Institute, to identify the clinical area, date and term for each assignment needed.
6. UFTVH shall provide Institute with confirmation of assignment(s).
7. UFTVH shall provide the Institute's Students with an appropriate orientation of UFTVH's policies and procedures. Only students that have received appropriate orientation may participate in clinical areas.
8. UFTVH shall provide the Institute's Students with learning opportunities under appropriate supervision.
9. UFTVH shall provide appropriate learning experiences for the Student, including orientation to UFTVH, micro and macro work assignments and other learning activities needed for the satisfactory completion of field placement requirements.
10. The determination of the number of Students to be assigned for field placement shall be negotiated between UFTVH and Institute. UFTVH has the final decision on the number of Students it can accommodate.

INSTITUTE RESPONSIBILITIES

1. Acknowledge the clinical area, date and term for each assignment(s) requested by UFTVH.
2. Identify and present viable Student(s) for each clinical area.
3. Identify and remain in close contact with the UFTVH representatives who confirm assignment(s).
4. Acknowledge and review with selected Student(s) the assignment dates, hours and shifts confirmed with UFTVH.
5. Provide UFTVH, in writing, the names of the Students assigned by Institute to participate in the Program at least ten (10) days prior to the beginning of the Program.
6. Assign only those Students who have satisfactorily completed those portions of Institute curricula that are a prerequisite to Program participation.

7. Institute will confer with UFTVH before the placement of any Student in order to establish or to review the purpose, provisions and responsibilities involved in the field placement.
8. Institute's Coordinator of Field Education will be available for consultation with UFTVH as needed concerning the requirements and objectives of the field placement.
9. Institute will provide a faculty liaison to UFTVH who is responsible for monitoring the learning experiences and performance of the Student.
10. Student shall provide the necessary and appropriate uniform while on duty at UFTVH, and school name badge.
11. Student shall obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
12. Institute personnel assigned to UFTVH are to comply with all applicable state and federal laws and with UFTVH policies and procedures.
13. Institute Students assigned to UFTVH will professionally, ethically and diligently carry out their responsibilities with acknowledgment and due respect for their expertise and licensure, as applicable, and in the best interest of UFTVH's patient population, their health and welfare, their image and presence as a healthcare organization and member of the community.
14. Instructor's acting on behalf of Institute that need credentialed shall comply with all requirements set forth in this Agreement at their or the Institute's cost.

UFTVH REQUIRED DOCUMENTS

Institute will provide the following required documents to UFTVH prior to Student start date at UFTVH.

1. Institute agrees to provide criminal background check reports for ALL individuals in the job classification of Student and will have at a minimum completed a level 1 criminal background report and for specific identified positions a level 2 criminal background report will be completed prior to start date. Any issues identified in a level 1 or 2 criminal background report will be communicated to facility at which time all processing of applicant will cease until issue has been resolved or terminated.
2. Negative Drug Screen (completed within 30 days of start date).
3. Health Screening including: TB skin test or chest x-ray (upon start and annually thereafter), Proof of MMR immunity or vaccination, Free of Communicable Disease statement (may be completed at the facility prior to commencing work).
4. Coordinate orientation for Student prior to clinical start date.
5. Institute agrees to provide evidence of compliance for Students requiring active licensure and certification prior to initial start date and for the duration of the contract service. Institute will notify facility of any disciplinary, pending, or potential issues within 24 hours of Institute becoming aware of an issue with licensure and/or certification. Student will not be permitted to access facility until such issue (s) has been resolved.
6. Copy of driver's license required for all students (or picture ID if no driver's license).
- 7.
8. Agreement to comply with the Security and Privacy Policy.
9. Agreement to comply with the Corporate Integrity Agreement Certification.
10. Institute agrees to provide evidence of compliance with regulatory and facility medical health requirements for individuals in the job classification of Student prior to and at designed intervals for the duration of contract service.

CARE STANDARDS AND GUIDELINES

UFTVH, Institute, and Student shall recognize and follow Hospital, Federal and State Standards and Requirements and will include, but not be limited to, the following:

1. Any licensed professional shall possess and will provide proof of current licensure issued by the state in which they will practice.

2. Any license presented to Agency shall be verified with the respective state(s) for active and clear status.
3. Any licensed professional will be directed to present their license upon arrival to the Human Resources Department and Supervisor.
4. A current CPR card, as appropriate, to the clinical area (BCLS).
5. Continuing Education Certificates, as applicable, within the State of Florida for any LPN or PAR.
6. The Job Description, State Standards of Practice or Scope of Practice Act and the ANA Code for Ethics shall serve as the Standards of Ethical Practice for which each nurse shall abide.
7. The Institute Student shall be familiar with and accountable for functions of their licensure, certification and/or classification within the area, current clinical skill and competency in the specialty, facility and state in which they are doing clinical rotation.
8. Orientation to provide and prepare the Student for appropriate utilization and patient support services. Recommendations to address include:
 - The Philosophy and Mission Statement of UFTVH and Patient Care Services.
 - Criteria and Standards for Nursing Practice and Procedures to and for each assigned clinical area.
 - Dress Code/ Protective Equipment.
 - System Behavior Standards
 - Acuity System and Method of Patient Assignment.
 - Chart Documentation / Transcription of Orders.
 - Administration of Medications, IV Therapy, Blood and Blood Products.
 - CPR and Code Procedures.
 - Discharge Planning.
 - Policy and Procedure and Code of Conduct regarding the correct reporting of unusual incidents and /or injuries.
 - Communications System(s) for immediate emergency and safety identification and response.
 - A comprehensive Patient Safety Program including an Emergency / Disaster Plan.
 - Other information and materials deemed relevant by Clinical Director of assigned area.
9. UFTVH in collaboration with Institute shall support a commitment to encourage all health care individuals to maintain and remain abreast of current standards of care and safety to ensure proficiency, skill level, competency and professional development. This shall be accomplished by the availability of continuing education programs and in-services within the health care community.

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UFTVH and Institute each agree to take all sensible steps and to do all things within reason to ensure that information relating to patients, Institute's and UFTVH's business shall not be disclosed or made use of outside the business of either party. However, the foregoing shall not apply to information if provided to:

- Government agencies, as required, by law or to a third-party.
- Payors for reimbursement and consented to by the patient, as necessary.
- Other health care providers involved in the patient's care.
- Which such party can show was known to it prior to the disclosure by the other party.
- Which is or becomes public knowledge through no fault of such party; or
- Which is lawfully disclosed to such party by a third party.

Institute agrees to UFTVH's Security and Privacy Policy of Confidential Information and the following:
UFTVH and Institute will maintain the confidentiality and security of patient and/or employee information of a confidential nature as follows:

Act as responsible information stewards and treat **all** individual medical record data, employee data and related financial, demographic, and lifestyle information as sensitive and confidential.

Treat all individual medical record and employee data as confidential in accordance with professional ethics, accreditation standards, and legal requirements.

Implement reasonable measures to protect the confidentiality of medical and other information maintained about patients and employees.

Those individuals with access to confidential information will have only the level of access needed to perform their job duties and be restricted from access to information not related to that purpose.

Remove patient or employee identifiers when appropriate, such as in statistical reporting and in medical research studies.

Not disclose any UFTVH patient or employee information without the prior consent of UFTVH.

If data are transmitted electronically, both UFTVH and Institute will send and receive data in a manner to protect the integrity and confidentiality of the transmitted information.

UFTVH's Business Associate Agreement, as attached, shall be executed by Institute.

INSURANCE

Institute warrants and represents that it is a public entity entitled to governmental immunity protections under applicable state law and that it provides occurrence-based professional and patient general liability insurance for its faculty, employees and students in accordance with section 768.28, Florida Statutes; but, the institute also warrants and represents that it provides such insurance with limits of no less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction not to apply.

INDEMNIFICATION

Each party to this Agreement agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of employment or agency, and agrees to be liable for any damage resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the Institution, and/or the District Board of Trustees of Lake Sumter State College. Nothing herein shall be construed as consent by a state agency, public body corporate, or political subdivision of the State of Florida to be sued except as permitted by Section 768.28 Florida Statutes.

NOTICES

Any notice to be made with this Agreement shall be in writing and deemed effective when sent by registered or certified mail to the following address:

FOR UFTVH:

The Villages® Regional Hospital, Inc. d/b/a UF Health The Villages® Hospital
Attn: VP – Compliance and Legal Department / VP - Human Resources
600 E. Dixie Avenue
Leesburg, Florida 34748

FOR INSTITUTE:

Lake Sumter State College
Attn: President
9501 U.S. Hwy 441
Leesburg, FL 34788

with copy to: Lake Sumter State College
Attn: Dean
9501 U.S. Hwy 441
Leesburg, FL 34788

MISCELLANEOUS

This Agreement contains the entire understanding of the parties. It may be amended or modified only by an agreement in writing signed by both parties, provided that no amendment shall be made which would cause this Agreement to violate any federal or state law.

The invalidity or non-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Each party represents and warrants that it is authorized to execute, deliver and perform this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the venue shall be in Lake County Florida.

NONDISCRIMINATION. The Parties agree that it will not discriminate in its employment practices or its treatment of employees or students on the basis of race, color, religion, sex, age, marital status, or national origin nor will either party discriminate against any qualified individual with a disability. The Parties recognize that sexual harassment constitutes discrimination on the basis of sex.

ASSIGNMENT. No Party may assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this Agreement, or any interest in any portion of same, without the prior written consent of the other Parties which consent may be withheld for any reason it determines to be in its best interest.

RIGHTS, REMEDIES AND OBLIGATIONS. The rights, remedies and obligations contained herein pertain solely to the parties executing this Agreement. This Agreement shall not be construed or deemed to create any rights or remedies for the parties, or any other entity not a party hereto.

EXECUTION

IN WITNESS WHEREOF, the authorized undersigned have executed this Agreement based on the Effective Date.

**THE VILLAGES® REGIONAL HOSPITAL, INC.,
DISTRICT BOARD OF TRUSTEES OF LAKE SUMTER STATE COLLEGE**

**D/B/A UF HEALTH THE VILLAGES® HOSPITAL,
A FLORIDA NOT FOR PROFIT CORPORATION**

Signature _____
Donald G. Henderson
CEO

Signature _____

Print Name/Title

Legal Content Approved:

Compliance and Legal Department

Date

AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS

(Lake-Sumter State College)

THIS AGREEMENT is made and entered into by and between Lake Technical College, a Florida charter technical career center, hereinafter referred to as “LTC” and Lake-Sumter State College, a member of the Florida College System, hereinafter referred to as “Subgrantee.”

WHEREAS, the State of Florida has been awarded funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law No. 116-136, div. A, Title V (March 27, 2020), known as the CARES Act; and

WHEREAS, the State has determined that the share of the CARES Act funding for Lake County, Florida, a political subdivision of the State of Florida (“County”), is \$64,059,260.00; and

WHEREAS, the County and the State of Florida, Division of Emergency Management (“State DEM”), entered into a CARES Act Funding Agreement (the “Funding Agreement”) for the initial 25% of County’s allocation to disburse funds to Lake County for: (i) necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; (ii) were not accounted for in the budget most recently approved by the entity; and (iii) were incurred between March 1, 2020, through December 30, 2020; and

WHEREAS, after the initial allocation to the County has been expended, the County will be entitled to draw down the remaining balance in the amount of \$48,044,445 (“Grant Funds”), under what will most likely be similar terms and conditions as set forth under the Funding Agreement; and

WHEREAS, the County has entered into an Agreement for Disbursement of CARES Act Funds with LTC (the “Grant Agreement”) providing for the grant of \$4,994,000.00 to LTC for the purposes authorized in the CARES Act, and in furtherance of a spend plan including direct expenditures by LTC and a subgrant to the Subgrantee for the Subgrantee to expend for authorized purposes;

WHEREAS, the parties want to enter this agreement for the purposes of assisting the Subgrantee with implementing certain safety improvements or to reimburse certain necessary expenditures incurred due to the public health emergency as identified herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. **Recitals.** The above recitals are incorporated into this agreement.

ARTICLE I. SCOPE OF SERVICE AND USE OF FUNDS

2. **Scope.** LTC will subgrant to the Subgrantee **\$2,499,732.52** in Grant Funds for the purposes shown in the Subgrantee spend plan, more fully described below. The Subgrantee will comply with the requirements of the County Funding Agreement, attached hereto and incorporated herein as **Exhibit A** and the terms of the LTC Grant Agreement as applicable. The parties

authorize their respective representatives to execute an amendment when the County executes a revised document with the State DEM for the remaining CARES Act funding. Grant Funds shall be spent not later than **December 30, 2020**. The Spend Plan will become a material part of this agreement and is incorporated herein by reference as **Exhibit B**. The Subgrantee will provide all documentation necessary LTC and/or the County to fulfill the requirements for receipt of funds in accordance with the terms of the Funding Agreement. In the event the State DEM disallows the Project expenditures, the Subgrantee will be the entity responsible for providing additional documentation to the satisfaction of the State DEM, or for appealing the ruling, if necessary. In the event the Subgrantee is not successful and the State DEM disallows and/or requires the re-payment of all or some of the Grant Funds provided hereunder, the Subgrantee will be the entity responsible for re-paying such funds to the State DEM and/or reimbursing LTC or the County, as the case may be.

3. **Term.** This agreement shall be effective upon the date of the last party to sign and will remain in effect through March 31, 2021; provided, however, that the obligation to either provide sufficient documentation to justify the Project expenditures, or the repayment of any disallowed expenditures shall survive the termination. This agreement may be extended upon written mutual agreement of the parties.
4. **Payment.** LTC will pay the Subgrantee the funds set forth in Section 1 above upon the (1) State DEM's approval of the spend plan, and (2) receipt of Grant Funds from the County. If any portion of the Subgrantee's spend plan is rejected by the State DEM, the funds associated with that item will be withheld unless there is sufficient time in which to resubmit a revised spend plan and receive approval from the State DEM of the revision.

In the event the State DEM does not allow the County to draw down the remaining balance of its allocation and determines that the remaining balance can only be paid on a reimbursement basis, the Subgrantee may elect to expend its own funds up front and seek reimbursement through the process established by the State DEM.

5. **Record Keeping.** The Subgrantee shall maintain such records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this agreement, including those required under the terms of the Funding Agreement, financial records, project administration records, records supporting exceptions to the conflict of interest prohibition, and any other records as are deemed necessary by the County or LTC to assure a proper accounting and monitoring of all funds provided pursuant to this agreement. Records must be submitted to LTC or the County or both, as either may direct.

ARTICLE II. CANCELLATION, DEFAULT, AND TERMINATION

6. Except as otherwise provided herein, this agreement may be cancelled by either party if the other party fails to comply with the terms and conditions of this agreement and such failure has not been cured within the applicable cure periods. The terminating party will be required to provide thirty (30) days advance written notice to the other at the address specified herein.

7. A default shall consist of any use of Grant Funds for a purpose other than as authorized by this agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.
8. Upon the occurrence of any such default LTC shall serve due notice to the Subgrantee, at which time the Subgrantee shall have a reasonable opportunity to respond and cure. For purposes of this agreement, a reasonable opportunity to respond and cure any default shall be eight (8) days (in the case of monetary defaults) or twenty-five (25) days (in the case of non-monetary defaults) from the date LTC delivers by personal service or mails written notice of such default to the Subgrantee, hereinafter referred to as the “Cure Period.” If the default is not cured to the satisfaction of LTC, LTC shall have the right, in its sole discretion, to take the following action(s):
 - A. Upon a written request from Subgrantee setting forth a reasonable basis to support the need for an additional Cure Period, LTC may grant an additional Cure Period by written acknowledgment thereof; or
 - B. Terminate this agreement by written notice thereof; or
 - C. Take such other action, including, but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Subgrantee, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Project, withhold further awards for the Project or take other remedies that may be legally available.
9. Costs resulting from obligations incurred by the Subgrantee during a suspension or after termination of an award are not allowable unless LTC expressly authorizes them in the notice of suspension or termination or subsequently. Other Subgrantee costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:
 - A. The costs result from obligations which were properly incurred by the Subgrantee before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
 - B. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
10. No delay or omission by LTC in exercising any right or remedy available to it under the agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subgrantee default.
11. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE III.

MISCELLANEOUS TERMS

- 12. Fiscal Non-Funding Clause.** If this agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable as a result of federal or state action, LTC shall notify the Subgrantee of such occurrence and LTC may terminate this agreement without penalty or expense to LTC, upon no less than twenty-four (24) hours written notice to the Subgrantee.
- 13. Assignment.** Subgrantee shall not assign this agreement or any part hereof without the prior written consent of LTC.
- 14. Compliance with Applicable Laws.** The Subgrantee certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this agreement, including but not limited to Section 601(d) of the Social Security Act.
- 15. Equal Opportunity Clause.** The Subgrantee agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and relating to discrimination.
- 16. Conflict of Interest.**
- A. The Subgrantee guarantees that no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
 - B. The Subgrantee agrees that no member of the governing body of the locality in which the Subgrantee is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or the County, who is an employee, agent, consultant, officer, or elected or appointed official of the Subgrantee, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from Coronavirus Relief Funds, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
 - C. The Subgrantee represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.
 - D. Without receiving prior written authorization by LTC, the Subgrantee shall not (i) retain any individual or company with whom the Subgrantee or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this agreement, do business with a for-profit entity in which the Subgrantee or any individual member has a financial or other interest therein.

- E. The Subgrantee warrants to LTC that no gifts or gratuities have been or will be given to any LTC employee or agent, directly or indirectly, to obtain this agreement.

17. Project Publicity. Reserved.

- 18. Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

19. Maintenance of Records.

- A. Subgrantee shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this agreement to assure a proper accounting and monitoring of all under the terms of the Funding Agreement. In the event LTC or the County determines that such records are not being adequately maintained by Subgrantee, LTC may cancel this agreement in accordance with the terms herein.
- B. With respect to all matters covered by this agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as LTC, County, state, representatives of the Comptroller General of the United States or other federal agency may require. The Subgrantee will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this agreement. LTC shall provide notice of its intent to inspect records to the Subgrantee at least three (3) business days in advance.
- C. LTC's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Subgrantee shall retain all records and supporting documentation applicable to this agreement for five years after the period expires for inspection. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.
- D. This Section shall survive the expiration or earlier termination of this agreement.

20. Audit Requirements.

A. Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subgrantee shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.

B. **Audit Results.** In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this agreement, Subgrantee shall be held liable for reimbursement to the State DEM, the County, or LTC as applicable, of all funds not expended in accordance with the applicable regulations and agreement provisions within twenty-five (25) days after LTC has notified Subgrantee of such non-compliance. Said reimbursement shall not preclude LTC from taking any other action as provided herein.

21. Drug Free Workplace. The Subgrantee shall assure LTC that it will administer, in good faith, a policy designed to ensure that the Subgrantee is free from the illegal use, possession, or distribution of drugs or alcohol.

22. Negation of Agent or Employee Status. The Subgrantee shall perform this agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Subgrantee or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Subgrantee to be a representative, agent, subagent, or employee of LTC.

A. The Subgrantee certifies its understanding neither LTC nor the County is required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Subgrantee and assistant(s) of the Subgrantee.

B. In no event shall any provision of this agreement make LTC or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Subgrantee in connection with the services the Subgrantee has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Subgrantee. There is no contractual relationship, either express or implied, between LTC or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Subgrantee as a result of the provisions of the services provided by the Subgrantee hereunder or otherwise.

23. Indemnification. The Subgrantee, to the extent permitted by Florida law and without waiving its right to sovereign immunity shall indemnify, hold harmless, and defend LTC, and the respective agents and employees of LTC and LTC Board of Directors, hereinafter collectively referred to as the “Indemnified Parties,” from and against any and all liabilities,

losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Subgrantee, its agents, subcontractors, assigns, heirs, and employees during performance under this agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this agreement. In any and all claims against any of the Indemnified Parties by any employee of the Subgrantee, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Subgrantee or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the expiration or earlier termination of this agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against LTC, Subgrantee shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

24. **Recapture of Funds.** Subject to the conditions set forth in this agreement, it is the intent of the parties that LTC shall recapture any Grant Funds provided under this agreement if the Project is considered in default under any of the provisions in this agreement, following the expiration of the reasonable opportunity to respond and cure any default.
25. **Reversion of Assets.** Within thirty (30) days following the expiration or termination of this agreement, the Subgrantee shall transfer to LTC any Grant Funds on hand at the time of expiration or termination of this agreement if the Grant Funds have not been expended on eligible costs and any interest income attributable to the use of the such funds.
26. **Severability.** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause or provision of this agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the agreement shall not be affected by such determination and shall remain in full force and effect.
27. **Successors and Assigns.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
28. **Governing Law.** Each party covenants and agrees that any and all legal actions arising out of or connected with this agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum

or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed and applied in accordance with those laws (excluding conflicts of law) of the State of Florida.

29. Authorization. Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this agreement have been properly completed, and that the persons who have executed this agreement are duly authorized and empowered to do so.

30. Notices. All notices which may be given pursuant to this agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

LTC

Executive Director
Attn: Diane Culpepper
Lake Technical College
2001 Kurt Street
Eustis, Florida 32726

cc: Kevin M. Stone, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A,
Mount Dora, Florida 32757

Subgrantee

Office of the President
Attn: Dr. Stanley Sidor
Lake-Sumter State College
9501 U. S. Highway 441
Leesburg, Florida 34788

cc: Anita Geraci-Carver
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

31. Capitalizations. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

32. Estoppel/Waiver. A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

33. Merger and Modifications. This agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged

herein and superseded hereby. This agreement may only be amended or extended by a written instrument executed by LTC and the Subgrantee expressly for that purpose.

34. Monitoring. LTC may, at its discretion, monitor the performance of the Subgrantee throughout the term of this agreement to ensure timely completion.

35. Additional Requirements. Subgrantee will comply with the following federal provisions when applicable:

2 CFR 200.303	Internal Controls
2 CFR 200.330	Subrecipient and contractor determinations
2 CFR 200.331	Requirements for pass-through entities
2 CFR 200.332	Fixed amount subawards
2 CFR 200 Subpart F	Audit Requirements
CRF FAQs	Coronavirus Relief Fund Frequently Asked Questions
CRF Guidance	Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments
OIG-CA-20-021	Coronavirus Relief Fund Reporting and Record Retention
OIG-CA-20-025	Coronavirus Relief Fund Reporting Requirements Update
OIG-CA-20-028	Treasury OIG CRF FAQs Related to Reporting and Recordkeeping (revised)
Subsection 601(d) of the Social Security Act	CARES Act; Coronavirus Relief Fund

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement on the date under each signature.

LAKE-SUMTER STATE COLLEGE

By: _____
 Dr. Stanley Sidor, President
 Date: _____

LAKE TECHNICAL COLLEGE

By: _____
 Dr. Diane Culpepper, Executive Director
 Date: _____

Lake-Sumter State College's mission is to deliver student success through personal attention and flexible pathways leading to rewarding careers and higher wages.

District Board of Trustees

Mr. Peter F. Wahl, Chairman
Ms. Emily Lee, Vice Chairman
Dr. Stanley M. Sidor, President
Mrs. Anita Geraci-Carver, Board Attorney

Mr. Bryn Blaise
Mrs. Marcia Butler
Mrs. Jennifer Hill
Mrs. Jennifer Hooten
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Mr. Timothy Morris

