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- Your email address
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# Lake Sunter State College

# **DISTRICT BOARD OF TRUSTEES**

WEDNESDAY, July 13, 2022 Leesburg Campus

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, July 13, 2022 Leesburg Magnolia Room

5:	00 pm	Organizational Me	eting
	I. CA	ALL TO ORDER	Dr. Bigard
I	I. PI	LEDGE OF ALLEGIAN	CE and MOMENT OF SILENCE
II	I. EI	ECTION OF BOARD	<b>OFFICERS FOR 2022-23</b> Dr. Bigard
			on of Board Chair Dr. Bigard
	7-		on of Board Vice-Chair Dr. Bigard
			8.
IV	/. AI	DJOURNMENT	
Pu	ıblic Be	oard Meeting	
I.	CALL	TO ORDER	
II.	*A Pu	IC COMMENT blic Comment card m art of the meeting.	ust be submitted to the Recording Secretary at least 15 minutes prior to
III.	CONS	ENT CONSIDERATIO	NS Ms. Hooten/Dr. Bigard
	7-03	Action:	Minutes of the June 22, 2022 Regular Board Meeting
	7-04	Action:	Monthly Fiscal Report for June 2022
	7-05	Action:	Purchases over \$65,000
	7-06	Acknowledgement:	Human Resources Transactions
	7-07	Action:	Foundation Direct Support Organization
	7-08	Action:	Board Attorney Contract Amendment
	7-09	Action:	Career Pathways Articulation Agreements Dr. Bigard
	7-10	Action:	2022-2023 Board Meeting Dates Ms. Hooten
IV.	SCHE	DULED INFORMATIO	ΝΙ ΡΕΡΟΡΤΟ
1 V .	7-11		Dr. Bigard
	7-11	Committee Reports	
	, 14	•	mmitteeMs. Hooten
	7-13		port Ms. Geraci-Carver
V.	NEW	BUSINESS	
	7-14		ualified List of Bidders for Construction Projects Dr. Bigard/T. Kieft
	7-15	1	er Memorial Library Chiller Installation Dr. Bigard/T. Kieft

## VI. OTHER CONSIDERATIONS AS NEEDED BY CHAIRMAN/PRESIDENT

## VII. ADJOURNMENT

# **CALENDAR NOTES:**

Executive Committee Meeting	Tuesday, September 13, 2022 8:30 am	Leesburg Campus
Board of Trustees Meeting	Wednesday, September 21, 2022 5:00 pm	Leesburg Campus Magnolia Room

#### PROPOSED 2022-2023 DISTRICT BOARD OF TRUSTEES MEETING DATES AND LOCATIONS

September 21, 2022	Leesburg
October 19, 2022	Sumter
November 16, 2022	South Lake
January 18, 2023	Leesburg
February 15, 2023	Sumter
March 22, 2023	Leesburg (4 <sup>th</sup> week due to spring break)
April 19, 2023	South Lake
May 17, 2023	Leesburg
June 21, 2023	Leesburg
August 16, 2023	Leesburg



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-03 – Minutes of the June 22, 2022 Board of Trustees Meeting

#### **OVERVIEW:**

Attached are the minutes of the June 22, 2022 Board of Trustees 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 JUNE 22, 2022

PRESENT: Mr. Tim Morris, Board Chair, Mr. Peter Wahl, Board Vice-Chair, Dr. Heather Bigard, Incoming President, Dr. Stanley Sidor, President, and Board Members Mr. David Hidalgo, Ms. Jennifer Hooten, Mr. Bryn Blaise and Board Attorney Ms. Anita Geraci-Carver.

ABSENT: Ms. Emily Lee, Ms. Ivy Parks, and Mr. Bret Jones, Board Members.

#### CALL-TO-ORDER:

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 5:00 p.m. on June 22, 2022, at the Leesburg Campus Magnolia Room by Mr. Tim Morris. Mr. Morris welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

#### PUBLIC COMMENT:

No Public Comment cards were filed for this meeting.

#### CONSENT CONSIDERATIONS:

A motion to approve agenda items numbers 6-01 through 6-09 was made by Mr. Peter Wahl, seconded by Mr. Bryn Blaise, and the motion carried unanimously. A copy of all Consent Considerations is in the Board packet.

#### SCHEDULED INFORMATION REPORTS:

Division reports were presented by Dr. Heather Bigard, Incoming President and Dr. Laura Byrd, Sr. Vice-President of Institutional Advancement & Executive Director of the LSSC Foundation. The Board Attorney report was presented by Ms. Anita Geraci-Carver, and the Executive Committee Meeting report was presented by Mr. Tim Morris. All reports are located in the Board packet.

#### **NEW BUSINESS:**

- 6-13 Approval of Fee Changes Ms. Melinda Barber, Interim CFO, discussed the Fee Changes that will take effect beginning in the Fall 2022 semester. A motion to accept this item was made by Mr. David Hidalgo, seconded by Mr. Peter Wahl, and the motion carried unanimously. The Schedule of Fee Changes is located in the Board packet.
- 6-14 Capital Improvement Plan Mr. Thom Kieft, Interim Executive Director of Facilities, discussed the Capital Improvement Plan that was recently completed and submitted to the state of Florida. A motion to accept this item was made by Mr. Bryn Blaise, seconded by Mr. Peter Wahl, and the motion carried unanimously. A copy of the Capital Improvement is located in the Board packet.

6-15 Board Attorney Evaluation - Mr. Tim Morris discussed the Board Attorney Evaluation recently completed by the members of the Board of Trustees. Ms. Anita Geraci-Carver thanked the Board for their evaluation and comments. A motion to accept this item was made by Mr. Peter Wahl, seconded by Ms. Jennifer Hooten, and the motion carried unanimously. A copy of the Board Attorney Evaluation is located in the Board packet.

6-16 District Board of Trustees Evaluation - Mr. Morris discussed the District Board of Trustees Evaluation, completed by each member of the Board. A motion to accept this item was made by Ms. Jennifer Hooten, seconded by Mr. David Hidalgo, and the motion carried unanimously. A copy of the District Board of Trustees Evaluation is located in the Board packet.

6-17 District Board of Trustees Meeting Dates - The dates of the 2022-2023 District Board of Trustees meetings were presented and discussed. Dr. Heather Bigard suggested replacing the July Board meeting with a date in August. This would require a Board Rule change. The next meeting scheduled for July 19<sup>th</sup> needs to be changed due to conflicts by several Board members. A motion was made to move the meeting to July 13<sup>th</sup>, however because there are three absent Board members, this will need to be confirmed, and this action was tabled to next month.

Dr. Stanley Sidor, outgoing president, made a few comments thanking the Board members, staff and faculty, and expressed his appreciation for his time at LSSC. Mr. Tim Morris presented Dr. Sidor with a plaque commemorating his presidency.

#### OTHER CONSIDERATIONS:

As Needed by Chairman/President

Recording Secretary: Kelly McLean

Chairman Morris reviewed the events on the calendar. The next regular meeting is still to be determined.

There being no further business, the meeting was adjourned at 5:56 p.m.

ATTEST:	
Mr. Bret Jones, Chairman	
Dr. Heather Bigard, Secretary/College President	



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

**District Board of Trustees** 

FROM: Dr. Heather Bigard

President

RE: 7-04 – 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 June 2022 (before yearend accruals)
- All Funds Balance Sheet as of June 30, 2022 (before year-end accruals)
- 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.



# **Division of Business Affairs**

#### **MEMORANDUM**

**To:** Dr. Bigard, President

District Board of Trustees

From: Melinda Barber, Interim Chief Financial Officer

**Date:** July 13, 2022

**Re:** Monthly Fiscal Report – YTD June 30, 2022

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

#### **FUND 1 OPERATING BUDGET**

We are currently twelve months into our fiscal year or 100% completed. The financial information presented is prior to year-end accruals which are in process.

#### Revenues

Total revenue booked to date is \$27,503,520, or 102% of the total budget of \$26,930,729.

- Tuition and fee revenue is trending below budget and is projected to be \$8,910,185 which is 5.8% under the budgeted amount.
- State support revenue is received throughout the fiscal year in installments. We have received a total of \$13,424,041 in General Revenue and Performance Funding and \$2,317,578 in Lottery funds.
- Other Income and Other Support actuals are projected to be over the budgeted amount due to an increase in Federal Indirect Cost revenue related to HEERF.

#### **Expenses**

Actual expenses to-date total \$25,757,211 or 96% of the total budget of \$26,930,701.

- Salaries and benefits to-date are \$20,127,071 or 99.9% of budget.
- Operating and capital expenses to-date are \$5,630,140 or 83% of budget.

#### **Year-End Projection**

Revenues are projected to exceed expenses, providing an available transfer amount of \$1,079,296.

Attachment: June 2022 Operating Fund 1 Budget Report

#### Lake-Sumter State College Fiscal Status Report - Fund 1 General Current Fund July 1, 2021 - June 30, 2022

FY 20-21 FY 2021-2022

									Downsont of		
					Percent of						
									Budget		
					_				Earned/		Projected
	Aı	nnual Budget		6/30/2021	A	nnual Budget	(	6/30/2022	Spent	6	/30/2022
REVENUES & BUDGETED FUND BALANCE											
Student Fees											
Fall											
Tuition	\$	2,904,700	\$	2,787,782	\$	2,802,600	\$	2,499,112	89% 3	\$	2,499,112
Technology Fees		147,000		137,362		137,500		124,929	91%		124,929
Distance Learning		177,900		431,580		225,000		307,635	137%		307,635
Dual Enrollment		306,000		323,190		323,600		307,858	95%		307,858
HSCA Dual Enrollment		538,150		483,190		446,550		398,460	89%		398,460
Lab Fees		260,900		109,144		137,800		110,115	80%		110,115
		200,900		109,144		137,000		110,113	00%		110,113
Spring	¢.	2.460.000	ф	2.266.072	φ.	2 275 100	4	2.100 526	020/		2.100 526
Tuition	\$	2,468,900	\$	2,366,072	\$	2,375,100	\$	2,199,526	93%		2,199,526
Technology Fees		123,400		118,018		118,900		109,983	93%		109,983
Distance Learning		157,900		353,955		187,600		288,870	154%		288,870
Dual Enrollment		412,200		422,667		424,000		373,000	88%		373,000
HSCA Dual Enrollment		538,150		423,650		419,070		338,920	81%		338,920
Lab Fees		142,200		55,640		106,700		96,721	91%		96,721
Summer											
Tuition	\$	1,058,700	\$	929,224	\$	1,071,900	\$	987,205	92%		987,205
Technology Fees	Ψ	53,700	Ψ	48,819	Ψ	53,400	Ψ	49,374	92%		49,374
Distance Learning		141,600		161,010		99,600		153,330			
S						99,600			154%		153,330
Dual Enrollment		700		(34,478)		-		107,754	0%		-
Lab Fees		33,400		5,177		13,200		16,349	0%		16,349
Miscellaneous Fees		65,400		63,746		65,300		75,624	116%		76,000
Youth Development		280,000		43,989		280,000		85,486	31%	\$	85,486
Continuing Education		117,700		186,164		166,100		387,312	233%		387,312
Total Student Tuition and Fees	\$	9,928,600	\$	9,415,901	\$	9,453,920	\$	9,017,563	95%	\$	8,910,185
State CCPF Support	\$	12,791,621	\$	12,990,344	\$	13,071,677	\$	13,085,387	100%	\$	13,071,677
State Performance Funding	4	628,896	*	495,173	*	296,654	*	338,654	114%	*	338,654
State Lottery		1,968,738		1,968,738		2,317,578		2,317,578	100%		2,317,578
· ·											
Miscellaneous State Support		100,000		158,056		100,000		100,917	101%		105,000
Federal Support Indirect Cost		52,600		200,782		100,000		314,559	315%		314,559
Foundation Support		190,000		221,462		110,000		-	0%		50,000
Contracts		196,100		262,731		238,000		263,281	111%		263,281
Miscellaneous Revenue		251,200		41,049		30,400		39,103	129%		39,103
Uninsured Loss Recovery (HEERF)		-		-		510,500		1,600,153	313%		1,600,153
Total Revenues	\$	26,107,755	\$	25,754,236	\$	26,228,729	\$	27,077,195	103%	\$	27,010,190
Total Revenues	Ψ	20,107,700	Ψ	20,7 0 1,200	Ψ	20,220,727	Ψ	27,077,170	10070	Ψ	27,010,170
Transfers In		641,400.00		897,658.00		702,000		426,325	61%		702,000
Transfers in		041,400.00		097,030.00		702,000		420,323	0170		702,000
Total Revenues and Transfers In	\$	26,749,155	ď	26 651 004	\$	26 020 720	¢	27 502 520	102%	φ	27 712 100
Total Revenues and Transfers in	<u> </u>	20,/49,155	•	26,651,894	<u> </u>	26,930,729	3	27,503,520	102%	<b>3</b>	27,712,190
EXPENDITURES											
Personnel Expenditures											
Salaries and Wages	\$	14,953,386	\$	14,394,607	\$	14,987,926	\$	14,648,252	98%		14,748,252
Benefits		5,365,543		5,574,838		5,860,265		5,478,819	93%		5,929,301
Lapse Salary and Benefits		(705,000)		_		(702,500)		-	0%		-
Current Operating Expenditures		6,118,309		5,560,370		6,230,561		5,605,341	90%		5,905,341
Capital Outlay Expenditures		57,889		(2,423)		54,449		24,799	46%		50,000
				(2,123)				21,799	0%		50,000
Contingency		550,000		-		500,000		<u> </u>	0%		
Total Expenditures		\$26,340,127		\$25,527,392		\$26,930,701	:	\$25,757,211	96%	\$	26,632,894
Transfer to Fund Other Funds		(400,000)		-		-					(1,000,000)
Excess of Revenues over (Expenditures)	\$	9,028	\$	1,124,502	\$	28	\$	1,746,309	•	\$	79,296
Excess of Revenues over (Expenditures)	Ф.	7,040	φ	1,144,304	Ą	20	Ą	1,770,307	=	Ψ	19,490

#### Lake-Sumter State College All Funds Balance Sheet As of June 30, 2022

	All Funds As of 06/30/2022
ASSETS	
Current Assets:	
Cash and Cash Equivalents	4,970,782
Restricted Cash and Cash Equivalents	6,825,990
Accounts Receivable, Net	1,560,944
Due from Other Governmental Agencies	563
Due from Component Unit/College	59,701
Prepaid Expenses	416,121
Total Current Assets	13,834,101
Noncurrent Assets:	
Depreciable Capital Assets, Net	57,767,831
Nondepreciable Capital Assets	6,750,755
Total Noncurrent Assets	64,518,586
TOTAL ASSETS	78,352,687
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Outflows of Resources - Pension FRS	3,496,801
Deferred Outflows of Resources - Pension HIS	751,919
Deferred Outflows of Resources - Other Postemployment Benefits	40,723
TOTAL DEFERRED OUTFLOWS OF RESOURCES	4,289,443
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	82,642,130
LIABILITIES	
Current Liabilities:	
Accounts Payable	753,034
Salary and Payroll Taxes Payable	3,440,368
Long-Term Liabilities - Current Portion:	3,440,300
Compensated Absences Payable	279,877
HIS Net Pension Liability	68,870
Other Postemployment Benefits Payable	2,120
Total Current Liabilities	4,544,269
Noncurrent Liabilities:	4 (00 (0)
Compensated Absences Payable	1,603,401
FRS Net Pension Liability	11,312,112
HIS Net Pension Liability	4,226,381
Other Postemployment Benefits Payable	539,657
Total Noncurrent Liabilities	17,681,551
TOTAL LIABILITIES	22,225,820

#### Lake-Sumter State College All Funds Balance Sheet As of June 30, 2022

	All Funds As of 06/30/2022
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflows of Resources - Pension FRS	272,887
Deferred Inflows of Resources - Pension HIS	545,302
Deferred Inflows of Resources - Other Postemployment Benefits	183,927
TOTAL DEFERRED INFLOWS OF RESOURCES	1,002,116
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	23,227,936
NET POSITION	
Net Investment in Capital Assets	66,565,239
Restricted:	
Expendable:	
Grants and Loans	271,368
Scholarships	(166,685)
Capital Projects	4,104,804
Unrestricted	(11,360,532)
Total Net Position	59,414,194
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	82,642,130
Unrestricted (from above)	(11,360,532)
Deferred Outflows of Resources - Pension FRS	(3,496,801)
Deferred Outflows of Resources - Pension HIS	(792,642)
Compensated Absences Payable	1,883,278
FRS Net Pension Liability	11,312,112
HIS Net Pension Liability	4,295,251
Other Postemployment Benefits Payable	541,777
Deferred Inflows of Resources - Pension FRS	272,887
Deferred Inflows of Resources - Pension HIS	545,302
Deferred Inflows of Resources - Other Postemployment Benefits	183,927
Amount Expected to be Financed in Future Yrs (net)	14,745,091
Unrestricted Fund balance before Pension and OPEB liabilities	3,384,559

At 06/30/2021 3,295,549

# Lake-Sumter State College Fund 2 Restricted Budget Report As of June 30, 2022

	Actual			
Available Funds	Beginning Balance FY22	FY22 YTD Revenue	FY20 YTD Expense	Fund Balance*
Restricted Grant Support Funding	7,015	-	-	7,015
Business Opportunity Center	90,775	-	-	90,775
Foundation Special Projects	-	11,223	11,376	(154)
UW-Rise Summer Math Academy	-	4,702	4,702	-
UWLS - Rise	-	-	2,187	(2,187)
McLin Grant - Medical Lab Tech	-	21,862	22,996	(1,134)
Foundation-Athletic Director	-	36,259	40,446	(4,187)
Foundation Men's Baseball	-	25,137	25,137	-
Livewell Grant - MLT	-	-	1,925	(1,925)
Foundation Women's Softball	-	20,335	20,051	284
VA Administration	-	2,416	1,280	1,136
Apprentice - ASE Mini Grant #1	-	-	14,587	(14,587)
Apprentice - Mini Grant #2	-	-	11,870	(11,870)
Ready-Mech-Go	-	23,926	35,147	(11,221)
Student Activity Fees	285,193	512,780	-	797,973
SGA Grants - SL	-	2,954	4,236	(1,282)
Student Activities Coordinator	-	33,238	434,465	(401,227)
Student Activities Coordinator - SL	-	4,247	4,606	(359)
Society Performing Arts	-	166	465	(299)
SGA-District	-	2,090	3,986	(1,896)
SGA-South Lake	-	25,430	29,425	(3,996)
SGA-Leesburg	-	6,987	7,290	(303)
Student Assistance Program (SAP)	-	3,680	4,280	(600)
Angler	-	-	541	(541)
General Athletics	-	(128,357)	8,550	(136,907)
Fla Coll Sys Activities Assoc Agree	17,974	6,000	7,792	16,181
Volleyball	-	11,850	12,000	(150)
Perkins FY 21/22	-	68,591	92,910	(24,319)
Talent Search FY 21/22	-	277,063	298,913	(21,849)
Upward Bound FY 21/22	-	221,260	247,017	(25,757)
CARES SIP	-	6,250	6,620	(370)
Federal Work Study FY 21/22	-	135,051	135,645	(594)
Stimulus - CARES COVID	-	8,529,556	8,978,489	(448,933)
	400,956	9,864,696	10,468,936	(203,284)

<sup>\*</sup> Negative amounts funded on a reimbursement basis

# Lake-Sumter State College Fund 3 Auxilliary Budget Report As of June 30, 2022

		Actual					
Available Funds	Beginning Balance FY22	FY22 YTD Revenue	FY20 YTD Expense	Fund Balance			
Fund 3 Auxiliary Control	177,308	6,367	-	183,675			
Follett Bookstore	691,348	138,995	29,763	800,580			
College Promotions	(425)	1,175	750	-			
General Admin Activities	38,303	10	3,451	34,862			
Payment Plan Administration	300	8,875	-	9,175			
Baccalaureate Auxiliary	-	-	-	-			
External Events	35,565	21,079	130	56,514			
Theatre Events	18,107	10,000	-	28,107			
FLBUG	971	-	-	971			
Career Source	297,704	164,725	-	462,430			
Cafeteria	2,367	1,079	3,446	-			
Vending	289,148	15,571	-	304,719			
Academic Award Assembly	1,000	-	-	1,000			
Athletics (Ticket Sales)	28,745	57,768	42,887	43,626			
Student Recruitment	5,088	-	-	5,088			
Graduation	490	-	-	490			
Total	1,586,019	425,644	80,427	1,931,237			

#### Lake-Sumter State College Fund 5 Scholarships Budget Report As of June 30, 2022

	Actual				
Available Funds	Beginning Balance FY22	FY22 YTD Revenue	FY20 YTD Expense	Fund Balance*	
Fund 5 Scholarship Control	-	260	-	260	
Fund 5 - Student Clearing Account	(3,992)	-	(2,130)	(1,862)	
Bright Futures Control Account	(1,352)	67,681	-	66,329	
FL Academic Scholarship	-	-	60,665	(60,665)	
FL Merit Scholarship	-	-	264,098	(264,098)	
FL Vocational Gold Seal	-	-	8,208	(8,208)	
FSAG (Full-Time)	19,813	296,259	303,511	12,561	
Childred of Dec/Disabled Vet	4,135	12,180	12,180	4,135	
FSAG - Career Education	(1,307)	4,593	4,941	(1,655)	
Florida Work Experience Program	-	1,188	822	366	
First Generation Matching Grant	(514)	23,211	34,817	(12,120)	
FL Gold Seal CAPE Scholars	-	-	5,040	(5,040)	
PELL FY 19/20	-	-	-	-	
PELL FY 20/21	-	263,686	263,686	-	
PELL FY 21/22	-	5,404,954	5,408,505	(3,551)	
SEOG FY 18/19	-	-	-	· -	
SEOG FY 19/20	-	-	-	-	
SEOG FY 20/21	-	49,143	49,143	-	
SEOG FY 21/22	-	125,390	126,873	(1,483)	
Athl Scholarship - Beach Volleyball	(3,447)	-	, -	(3,447)	
Foundation Scholarships	(5)	-	-	(5)	
Follett Bookstore Scholarship	2,706	-	-	2,706	
Follett General Scholarship	90	-	(2,765)		
LSCC Scholarship Control	20,620	91,460	-	112,080	
Academic Scholarships	, -	, -	_	´-	
Honor's Club	-	20,100	20,100	_	
Angler Scholarship	_	-	1,250	(1,250)	
Athletic Schol-Beach Volleyball	_	8,364	8,364	-	
Athl-Baseball - Housing/Board	_	17,550	17,550	_	
Athl-Softball - Housing/Board	_	26,400	26,400	_	
Athletic Schol-Baseball	_	59,751	59,751	_	
Athletic Schol-Softball	_	65,456	65,456	_	
Athletic Schol-Volleyball	_	36,435	36,435	_	
Men's Cross Country	_	17,088	17,088	_	
Women's Cross Country	_	13,535	13,535	_	
Financial Need Scholarship	_	48,600	48,600	_	
Odyssey Scholarship	_	-	1,400	(1,400)	
Presidential Scholarship	_	9,000	9,000	(1,100)	
SGA Scholarships	_	-	3,100	(3,100)	
Theatre Scholarships	_		2,100	(2,100)	
Trustee Scholarship	_	23,700	23,700	(2,100)	
William/Johnson Scholarship	_	4,950	4,950	_	
LSSC Opportunity Scholarship	_	39,178	39,507	(329)	
2000 Opportunity Octional Ship	36,746	6,730,112	6,935,881	(169,023)	

<sup>\*</sup> Negative amounts funded on a reimbursement basis

#### Lake-Sumter State College Fund 7 Capital Budget Report As of June 30, 2022

	Spending Plan - Budget					
Available Funds	Beginning Balance FY22	FY22 Projected Revenue	FY22 Expense Budget	Projected Ending Balance FY22		
Fund 7 Control Account	-	-	-	-		
Equipment MATCH	59,013	-	-	59,013		
Infrastructure Restore-Collegewide	-	1,920,899	1,325,250	595,649		
CO & DS/License Tag	471,317	90,000	301,000	260,317		
New HVAC Fund	1,754,504	-	154,500	1,600,004		
Capital Improvement Fee	453,566	670,000	-	1,123,566		
Tech Refresh CIF	=	-	450,000	(450,000)		
Tech Plan CIF	=	-	225,000	(225,000)		
Security Equipment	17,998	82,000	90,000	9,998		
New Capital Improvement Fee	450,263	306,000	795,000	(38,737)		
Parking Fee	81,943	82,000	200,000	(36,057)		
Local Funds	2,304,509	-	2,765,250	(460,741)		
TV Station Clearwire	141,604	-	-	141,604		
Disc Golf Course	11,530	-	5,000	6,530		
Foundation Media Center	-	500,000	500,000	-		
Leesburg Campus Wide (Hurricane)	212,377	-	-	212,377		
Total	5,958,624	3,650,899	6,811,000	2,798,523		

Actual									
Beginning Balance FY22	FY22 YTD Revenue	FY22 YTD Expense & Encumbr	Planned Transfers	Fund Balance					
=	18	-	-	18					
59,013	-	-	-	59,013					
-	-	1,323,958	-	(1,323,958)					
471,317	-	149,971	-	321,346					
(245,496)	-	-	245,496	-					
453,566	667,917	-	-	1,121,483					
-	-	403,994	403,994	-					
-	-	65,281	65,281	-					
17,998	82,718	277,395	176,679	-					
450,263	303,612	64,563	-	689,311					
81,943	82,630	41,681	-	122,892					
4,254,509	1,050	3,223,126	108,549	1,140,982					
141,604	(37,809)	-	-	103,795					
11,530	1,000	2,000	-	10,530					
-	-	-	-	-					
212,377	-	-	-	212,377					
5,908,624	1,101,136	5,551,970	1,000,000	2,457,789					

1	<b>-</b>	
	Budget to	
	Actual	
	Expense	
	Variance	
	-	
	-	
	1,292	
	151,029	
	154,500	
	-	
	46,006	
	159,719	
	(187,395)	
	730,437	
	158,319	
	(457,876)	
	-	
	3,000	
	500,000	
	-	
	1,259,030	
	1,233,030	



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 07-05 Purchases over \$65,000

#### **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 \$65,000 and \$195,000. This report is prepared by the offices of the Provost and Executive Vice President and Associate Vice President of Financial Services and Controller, 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 \$65,000 for the period 06/01/2022 - 06/30/2022 are attached.

#### **RECOMMENDATION:**

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

#### Purchase Orders Over \$65,000 – June 2022

**Vendor:** Siemens Industry

**Item Description:** Cooling Tower Cells Refurbished

Amount: \$ 101,290.00
Purchase Order #: P2200814
Vendor Code: SIEIND

**Vendor:** Siemens Industry

**Item Description:** Cooling Tower Cells Replacement

Amount: \$ 314,948.00 Purchase Order #: P2200816 Vendor Code: SIEIND



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

**District Board of Trustees** 

FROM: Dr. Heather Bigard

President

RE: 7-06 Review of Human Resources Transactions - Staff

#### **OVERVIEW:**

Per the Florida Statute 1001.64 (18), each board of trustees shall establish the personnel program for all employees of the Florida College System institution.

Human Resources personnel transactions includes New Hires, Resignations, Retirements, and Separations that are presented to the District Board of Trustees for review.

#### **ANALYSIS:**

Please review attached summary.

#### **RECOMMENDATION:**

The District Board acknowledges receipt and review of this information.

# **Human Resources Transactions**

June 15 – July 06, 2022

# **Staff Appointments:**

Name	Title	Effective
		Date
Elinda Steury	BSN Program Director	06/27/2022
Corey Watson	Marketing Manager	06/20/2022
Ramona Hicks	Director of Admissions	07/05/2022
Kailyn Wurm	Assistant to the President	07/05/2022

<sup>\*</sup>Internal New Hire

## **Staff Promotions:**

Name	Title	Effective
		Date
Dr. Heather Bigard	President	07/01/2022
Alicia Hall	Director of SAS	07/01/2022

# **Staff Resignations:**

Corey Watson	Marketing Manager	06/30/2022
Esther Fagan	ESA Coordinator	06/16/2022
Robin Walter	BSN Program Director	06/30/2022
Cassady Cook	Event Coordinator Foundation	06/30/2022
Carolyn Baldwin	SAS Specialist	06/16/2022

# **Staff Retirements:**

Name	Title	Effective
		Date
Dr. Stanley Sidor	President	06/30/2022

# **Staff Separations:**

Name	Title	Effective Date
None		



Present to the Board: July 13, 2022

TO: Lake-Sumter State College District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-07 – Approve Lake-Sumter State College Foundation, Inc.

as a Direct Support Organization

#### **OVERVIEW:**

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

#### **ANALYSIS:**

The Lake-Sumter State College Foundation, Inc., is registered with the Florida Department of State through December 31, 2022 and is required to file an annual report. The 2022 annual report was filed on February 10, 2022 and all fees have been paid. A copy of the report is attached. The current officers of the Foundation are: Carl Specci, Past President; Lori Davis, President; Sandra Stephenson, Vice-President; Gregg Morrell, President-Elect; Sarah Uhrik, Treasurer; Dr. Laura Byrd, Executive Director/Secretary; Dr. Heather Bigard, LSSC President; Tim Morris, Board of Trustee Liaison; and Alissa Sustarsic, Faculty Liaison

#### **RECOMMENDATION:**

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

#### 2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

**DOCUMENT# 750806** 

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

**FILED** Feb 10, 2022 Secretary of State 9618845068CC

**Current Principal Place of Business:** 

9501 US HWY 441 LEESBURG, FL 34788

**Current Mailing Address:** 

9501 US HWY 441 LEESBURG. FL 34788

FEI Number: 59-1990323

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

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

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

SIGNATURE: DR. LAURA A. BYRD

02/10/2022

Electronic Signature of Registered Agent

Date

Officer/Director Detail:

Title

Address

COLLEGE PRESIDENT

SIDOR, STANLEY DR.

Name

60 SURFVIEW DR., APT. 715

City-State-Zip:

PALM COAST FL 32137

Title

PRESIDENT

Name DAVIS, LORI

Address

907 PASO ALY

City-State-Zip:

FRUITLAND PARK FL 34731

Title

PRESIDENT ELECT

Name

MORRELL, GREGG

Address

**PO BOX 301** 

City-State-Zip:

SUMTERVILLE FL 33585

Title

Name

BYRD, LAURA A. DR.

SECRETARY

Address

36931 LAKE YALE DR

City-State-Zip:

GRAND ISLAND FL 32735

Title

VP

Name

STEPHENSON, SANDRA

Address

268 RESERVE DR.

City-State-Zip:

TAVARES FL 32778

Title

**TREASURER** 

Name

UHRIK, SARAH

Address

1028 LAKE SUMTER LANDING

City-State-Zip:

THE VILLAGES FL 32162

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

SIGNATURE: DR. LAURA A. BYRD

SENIOR VP. INSTITUTIONAL **ADVANCEMENT &** EXECUTIVE DIRECTOR, LSSC FOUNDATION

02/10/2022



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-08 Anita Geraci-Carver Contract Amendment

#### **OVERVIEW:**

The District Board of Trustees maintains an agreement with the Law Office of Anita Geraci-Carver for legal services.

#### **ANALYSIS:**

This amendment will increase Ms. Geraci-Carver's hourly rate to \$200 per hour. All other terms of the Original Agreement remain in effect.

#### **RECOMMENDATION:**

We recommend the Board approve the contract amendment as written.

#### AMENDMENT TO AGREEMENT

Agreement by and between **Anital Geraci-Carver, Esquire** (hereinafter referred to as ATTORNEY), LAW OFFICE OF ANITAL GERACI-CARVER, P.A., 1560 Bloxam Avenue, Clermont, FL 34711, and the **DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE** (hereinafter referred to as BOARD).

**WHEREAS** the parties entered into an agreement on July 1, 2016 (the "Original Agreement").

**WHEREAS** the parties hereby agree to extend the term of the agreement in accordance with the terms of the Original Agreement as well as the terms provided herein.

In mutual consideration of the mutual covenants contained herein, each party agrees to the following:

- The Original Agreement ended on June 30, 2018.
- The Original Agreement provided for a 12-month extension ending June 30, 2021, to which both parties agreed.
- The term was further extended through June 30, 2023 by an amendment dated June 23, 2021.
- Effective July 1, 2022, the hourly rate for services is hereby set at \$200 per hour.
- All other terms of the Original Agreement remain in effect.

Anita Geraci-Carver, Esq.	Date	Bret Jones, Chair	Date
College Attorney		District Board of Trustees	



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-09 Career Pathways Articulation Agreements

#### **OVERVIEW:**

We have signed Career Pathways Articulation Agreements in partnership with the following school systems for the school year 2022-2023:

- Lake County Schools;
- Sumter County Schools;
- Marion County Schools;
- The Florida Virtual School;
- Lake Technical College.

#### **ANALYSIS:**

These agreements were reviewed for language consistency and operational changes by the College Attorney.

#### **RECOMMENDATION:**

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

# 22-23 Career Pathways Articulation Agreements Overview

# **Lake County Schools**

Lake County Secondary CTE	LSSC Aligned Associate in Science
<b>Career Pathways Program</b>	Degree(s)
Administrative Office Specialist	Business Administration
Advanced Manufacturing Technology	Engineering Technology
Allied Health Assisting	Health Services Management
Applied Cybersecurity	Computer Information Technology
Digital Design	Business Administration, Computer Information Technology
Diversified Career Technology	Business Administration
Electronic Business Enterprise	Business Administration
Engineering Pathways	Engineering Technology
Entrepreneurship	Business Administration
Finance	Business Administration
Games/Simulation/Animation Programming	Computer Information Technology
International Business	Business Administration
Legal Administration Specialist	Business Administration, Computer Information Technology
Marketing Management & Entrepreneurial Principles	Business Administration
Nursing Assistant	Nursing
Web Development	Computer Information Technology
Criminal Justice Operations	Criminal Justice Technology
Promotional Enterprise	Business Administration

Changes to 2022-2023 Articulation Agreement with Lake County Schools

#### **Lake-Sumter State College changes:**

ALL pages where needed: EDT transitioned to continuing education

Removed AAS in Electrical Distribution Technology

#### CCC in Electrical Distribution Technology Advanced

Removed Lake County Program of Study:

Energy Technician (Power Academy) – EDT transitioned to continuing education

LSSC Course change:

COP 2220 Computer Programming C Language changed to:

COP 1220 Introduction to Programming in C

p.8 – Advanced Manufacturing Technology

Option A: removed (courses are part of MSSC – Lake County does not offer MSSC)

ETM 1010C Mechanical Measurement & Instrumentation

ETI 1420C Manufacturing Processes and Materials

ETI 1110C Introduction to Quality Assurance

ETI 1701C Industrial Safety

Option B: removed

MSSCN001 MSSC Certified Production Technician CPT

p. 18 – Engineering Pathways

Option A: removed (courses are part of MSSC – Lake County does not offer MSSC)

ETM 1010C Mechanical Measurement & Instrumentation

ETI 1420C Manufacturing Processes and Materials

#### LSSC Added Credit by Exam and Industry Certification options

p.6 and p.7 Administrative Office Specialist

p.16 Diversified Career Technology

p.23 and p. 24 Legal Administrative Specialist

Option A – added APA 2144 Introduction to QuickBooks for AS degree

Option B - added INTUT001 QuickBooks Certified User

p.17 Electronic Business Enterprise

Option A – added ENT 1000 Introduction to Entrepreneurship for AS degree deleted GEB 1136 Introduction to eBusiness for the CCC's

Option B – added INTUT002 Entrepreneurship and Small Business Certification

p. 20 Entrepreneurship

Option A – added SBM 2000 Small Business Management for AS degree

Option B – added INTUT002 Entrepreneurship and Small Business Certification

p. 20 Finance

Option B – added INTUT001 QuickBooks Certified User

p. 25 Marketing, Management & Entrepreneurial Principles

Option A – deleted MAR 2011 Principles of Marketing for CCC's

Option B – added INTUT002 Entrepreneurship and Small Business Certification

p.26 Promotional Enterprise
Option B – added INTUT002 Entrepreneurship and Small Business Certification

## **Lake County Schools - New Pathways added:**

p.13 Criminal Justice Operationsp.26 Promotional Enterprise

#### **Lake County Schools changes:**

Delete International Business – no longer offered

# 22-23 Career Pathways Articulation Agreements Overview Sumter County Schools

Sumter County Secondary CTE	LSSC Aligned Associate in Science
Career Pathways Program	Degree(s)
Administrative Office Specialist	Business Administration
Allied Health Assisting	Health Services Management
Criminal Justice Operations	Criminal Justice
Digital Design	Business Administration
Nursing Assistant	Health Services Management
Phlebotomy	Medical Laboratory Technology

## **Changes to 2022-2023 Articulation Agreement with Sumter County Schools**

**Lake-Sumter State College changes:** 

p.11 Added Medical Lab Technology AS degree

**Sumter County Schools Changes:** 

p.11 Added new program: Phlebotomy

# 22-23 Career Pathways Articulation Agreements Overview Marion County Schools

Marion County Secondary CTE	LSSC Aligned Associate in Science
Career Pathways Program	Degree(s)
Applied Engineering Technology	Engineering Technology
Advanced Manufacturing Technology	Engineering Technology
Games/Simulation/Animation Programming	Computer Information Technology
Games/Simulation/Animation Visual Design	Computer Information Technology
Technical Design	Engineering Technology

#### **Changes to 2022-2023 Articulation Agreement with Marion County Schools**

#### **Lake-Sumter State College changes:**

p. 5 Option A: Removed ETI 1110C, ETI 1420C, ETI 1701C, ETM 1010C

Courses are part of MSSC (exam is through third party vendor)

p.6 & 7 COP 2220 corrected to COP 1220

p. 8 Option A: Removed ETI 1701C

Course ETI 1701C is part of MSSC (exam is through third party vendor)

#### **Marion County changes:**

No changes

# 22-23 Career Pathways Articulation Agreements Overview The Florida Virtual School

The Florida Virtual School	LSSC Aligned Associate in Science	
<b>Secondary CTE Career Pathways</b>	Degree(s)	
Program		
Applied Cybersecurity	Computer Information Technology	
Computer Science Principles	Computer Information Technology	
Web Application Development & Programming	Computer Information Technology	

Changes to 2022-2023 Articulation Agreement with The Florida Virtual School

**Lake-Sumter State College changes:** 

**No Changes** 

#### Added new FLVS Pathway

p. 6 Computer Science Principles

#### **Industry Certification**

ALL pages where needed:

MICRO017 added (replace MICRO069 – FLVS update)

# 22-23 Career Pathways Articulation Agreements Overview Lake Technical College

Lake Technical College Program	LSSC Aligned Associate in Science
	Degree(s) or Certificate
Accounting Operations	Business Administration, Management Technology, Medical
	Office Management
Administrative Office Specialist	Business Administration, Management Technology, Medical
	Office Management
Correctional Officer	Criminal Justice
Law Enforcement Officer	Criminal Justice
Crossover from Correctional Officer to Law	
Enforcement	Criminal Justice
Enterprise Desktop and Mobile Support	Computer Information Technology, Management
Technology	Technology
Air-Conditioning, Ventilation, Refrigeration &	Management Technology
Heating Technology	
Automotive Collision Technology Technician	Management Technology
Automotive Service Technology 1	Management Technology
Automotive Service Technology 2	Management Technology
Cosmetology	Management Technology
Diesel Systems Technician 1	Management Technology
Diesel Systems Technician 2	Management Technology
Medical Assisting	Management Technology, Medical Laboratory Technology,
	Health Services Management, Medical Office Management,
	Medical Coder/Biller
Paramedic	Management Technology, Nursing
Pharmacy Technician	Management Technology
Practical Nursing	Management Technology, Nursing, Health Services
	Management, Medical Office Management, Medical
	Coder/Biller
Professional Culinary Arts & Hospitality	Management Technology
Welding Technology	Management Technology
Patient Care Technician	Medical Laboratory Technology
Phlebotomy	Medical Laboratory Technology

Changes to 2022-2032 Articulation Agreement with Lake Technical College Lake-Sumter State College changes:

Added Medical Lab Technology AS degree throughout document where needed.

#### Lake Technical College:

Added transfer into Medical Lab Technology AS degree for: Medical Assisting p.14 Patient Care Technician p.19 Phlebotomy program p.20

### **Definitions:**

- Career Pathways Program: A program offered at a school district or technical
  college institution where students can take articulated CTE courses guided by
  statewide curriculum frameworks and get college credit at Lake-Sumter State
  College through credit-by-exam or third-party industry certification attainment.
- Credit-by-Exam: Examinations developed and scored by Lake-Sumter State
   College faculty that is aligned to a designated Lake-Sumter State College course
   in specific programs. Students passing the exam receive credit for designated
   courses within the articulated program.
- Career Pathways Articulation Agreement: Agreement designed to provide career opportunities for secondary students and technical college students in Career Pathways programs for transition into postsecondary institutions. These pathways will provide a seamless transition for students from high school or technical college to postsecondary opportunities.
- Third Party Industry Certification: Third-party certification means that an
  independent organization has reviewed and approved an individual's knowledge,
  skills, and abilities in a discipline through a third-party exam independently
  administered and scored.

**Participation in Articulation:** In order to be eligible to participate in the Career Pathways Articulation Agreements, students must meet the following requirements:

- Present a career pathways certificate from the respective school district or technical college.
- Meet College Entrance Requirements.
- Complete the college application.
- Declare a major in the articulated program.
- Comply with the appropriate college placement and course prerequisite requirements.
- Present Credit-by-Exam score or copy of the program-related licensure and/or earned industry certification

# **Agreements:**

In partnership with Lake County Schools, Sumter County Schools, Marion County Schools, Lake Technical College, and The Florida Virtual School, we have prepared the following Career Pathways Articulation 22-23 agreements:

- Lake County Schools
- Sumter County Schools
- Marion County Schools
- Lake Technical College
- The Florida Virtual School



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-10 District Board of Trustees Meeting Dates

#### **OVERVIEW:**

Each year the schedule for the District Board of Trustees meetings are proposed for the upcoming fiscal year.

#### **ANALYSIS:**

The proposed dates for the 2022-2023 DBOT meetings are attached.

#### **RECOMMENDATION:**

It is recommended the Board approve these dates as written.



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-11 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 reports contain 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.



Present to the Board: July 13, 2022

T0: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-12 Minutes of the July 5, 2022 Executive Committee Meeting

# **OVERVIEW:**

Attached are the minutes of the July 5, 2022 Executive Committee meeting.

# **ANALYSIS:**

The minutes are for the Board's approval.

# **RECOMMENDATION:**

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



# Executive Committee Meeting July 5, 2022

- I. Agenda Review
  - a. Regular Meeting.
  - b. Consent Agenda
    - 1. Includes regular reports from Human Resources, Facilities, and Purchasing.
    - 2. June DBOT Minutes.
    - 3. Foundation Direct Support Organizations.
    - 4. Board Attorney Contract.
  - c. Scheduled Reports
    - 1. Includes President and Vice Presidents and the College Attorney
  - d. New Business
    - 1. Nomination and Election of Board Officers.

The next Executive Committee meeting will be on Tuesday, September 13, 2022.



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-13 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.



July 5, 2022

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

Re:

Board Attorney Report for July 13, 2022

Dear Trustees:

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. Discovery is ongoing. On March 15, 2022 Leadership Lake County, Inc. filed an Amended Notice of Appearance listing two attorneys who will be representing its interests. Discovery is ongoing. On August 23, 2022 the attorney for Miller and Miller Investigative and Security Services, LLC will be taking the deposition of Mike Matulia as corporate representative for The District Board of Trustees of Lake-Sumter State College.

David Walton v. Lake Sumter State College, Case No. 2021-01; 5D22-0794. On March 31, 2022 Dr. Walton filed an Administrative Notice of Appeal with the Fifth District Court of Appeal seeking judicial review of the Board of Trustee's decision. Attorney Brian Koji will be representing the College in the appeal. The Court entered an Order requiring the parties to mediate. Mediation was held May 26, 2022 and resulted in an impasse. Dr. Walton has 70 days from June 9, 2022 to file a Brief. The College's Answer Brief will be due 30 days after Dr. Walton files his brief. The record for the appeal is being assembled to forward to the Court as required.

<u>United Faculty of Florida-Lake Sumter State College (full-time teaching faculty)</u>. Negotiations are on-going.

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

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

Respectfully submitted,

anta Geraci-Carver

Anita Geraci-Carver

cc: Dr. Bigard, President





Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Heather Bigard

President

RE: 7-14 Pre-qualified List of Bidders for Construction Projects

#### **OVERVIEW:**

In June, the College legally advertised an Application for Certification as a Prequalified Construction firm for all Construction Projects. The Application was advertised in the following newspapers: Orlando Sentinel, Orlando Business Journal, and The Daily Commercial. Seven (7) firms submitted a complete response to the Application.

The Application required the firms to submit documentation demonstrating compliance with the following criteria:

- 1. Valid contractor's license
- 2. Verification of bonding capacity from a surety company (rated A- or better)
- 3. Evidence of experience with construction techniques, trade standards, quality workmanship, project scheduling, cost control, management of projects and building codes for Construction projects within the last five (5) years
- 4. Evidence of successful completion of at least two (2) Construction projects similar in size within the last five (5) years
- 5. Evidence of satisfactory resolution of claims within the last five (5) years
- 6. Type of work for which the contractor is licensed.

#### **ANALYSIS:**

In July, the Applications submitted by the seven (7) firms were reviewed, by a Contractor Prequalification Review Committee, for compliance with the above referenced criteria. Six (6) firms were found to be in compliance and one (1) firm was not.

The six firms are as follows: Allstate Construction, Evergreen Construction, GSB Construction & Development, Parrish McCall Constructors, Robbins Morton Construction, and Scorpio Construction.

#### **RECOMMENDATION:**

Therefore, staff recommends the six (6) compliant firms be prequalified for all construction projects, contingent upon bonding capacity and issued a Certificate of Prequalification, executed by the President or designee. Additionally, staff intends to continue the prequalification process during the months of July and August by adding electronic notification and reviewing additional applications to be approved in upcoming board meetings.



Present to the Board: July 13, 2022

TO: Lake-Sumter State College

District Board of Trustees

FROM: Dr. Heather Bigard

President

RE: 7-15 – South Lake CML Chiller Installation Procurement Approval

#### **OVERVIEW**

LSSC previously purchased a York air cooled chiller for the Cooper Memorial Library on the South Lake Campus which has a 33-week lead time to be delivered. The college has received multiple quotes for the install of this York chiller using various cooperative pricing contracts. LSSC would like to have this chiller delivered and installed sometime between December 2022 and February 2023. The purchase amount exceeds \$195,000 requiring prior approval by the Board of Trustees.

#### **ANALYSIS**

The Johnson Controls proposal to install the previously purchased York chiller for the Cooper Memorial Library for \$245, 521.00 using their Sourcewell contract is attached for your review. This was about \$30,000 less than a competing quote.

#### RECOMMENDATION

It is recommended that Board approve this item as written.







06-21-2022

Lake-Sumter State College 1250 N Hancock Rd Clermont. FL 34711

Attn: Cheryl Anthony - Director of Capital Projects

Re: Chiller Install - Clermont campus

This proposal is in accordance with the Johnson Controls Sourcewell contract #0701121 - JHN

Description: York Air Cooled Chiller to be installed at Building #3 located at the South Lake Campus in Clermont, FL.

#### **SCOPE SUMMARY**

We offer this proposal to install (1) one York Air Cooled Chiller at Building #3 located at the South Lake Campus in Clermont, FL. We offer this proposal to install the equipment (provided by customer) specified herein at the prices stated and in accordance with Johnson Controls, Inc. standard terms and conditions. This installation proposal is based on site visits and mechanical plans issued 1/25/2022 by Hanson Engineering. We respectfully submit the following for your review and consideration.

- Check in with customer
- Lock / Tag out electrical and mechanical energy devices for (2) two existing Trane Chillers and (1) one associated pump package.
- > Disconnect electrical, control wiring, and mechanical piping connections for (2) existing Trane Chillers and (1) one associated pump package.
- Remove and dispose of (2) two existing Trane chillers and Pump package (via crane). Remove refrigerant and oil per EPA standards.
- Install (1) Temporary Chiller to carry building load for duration of project demo.
- > Temporary hook up of power and water connections (via manifolds and hosing) and bring chiller online.
- Rig via crane (1) one York YLAA0230HE Chiller (provided by customer) on existing concrete pad (pad will be extended)
- Reconnect existing electrical, piping, mechanical and controls (by owner), to the new chiller unit (Insulation per plans).
- Supply and Install (1) one Air Separator (Tag AS-1)
- Supply and Install (1) one Expansion Tank (Tag ET-1)
- > Startup and test York chiller operation and new associated Air Separator / Expansion Tank.
- Clean area of debris

#### **SCHEDULE:**

• TBD with CUSTOMER, assumed to be a 3-man crew for approximately (1) one month at this time, no float.

#### **CLARIFICATIONS:**

- JCI to remove JCI trash to site dumpster (by others, close to the building) daily.
- Work included is based on normal working hours, Monday through Friday. No OT, Shift work, Holidays or weekends are included.
- Integration to Automated Logic Building Automation System (by customer)
- Proposal is based on unimpeded access to affected mechanical rooms.
- Electrical panel power outages will need to be coordinated to install new breakers for new UV light circuits.
- Proposal is based on normal working hours. No OT, shiftwork, weekends or holidays are included.







#### **EXCLUSIONS:**

- Code upgrades of any kind not shown on documents.
- Repairs, upgrades, or replacements of existing systems not shown on drawings.
- Roofing or roof penetrations of any kind. Roof penetrations.
- HVAC equipment or BAS controls including thermostats and low voltage wiring.
- Payment/performance bond.
- Hazardous Materials handling or disposal. Painting of any kind, including conduit.
- Final cleaning of spaces.
- Contingencies.
- Special insurances (Builder's Risk or OCIP/CCIP).
- Use of MBE/WBE Vendors or Subcontractors.
- Seismic restraints.
- Cutting and patching of new or existing walls.
- Fire Stopping.
- Intrinsic Grounding.
- Software fees (ProCore, Building Connected, etc).
- COVID 19 Testing requirements.
- Any additional work not noted in the above proposal.
- Fire Alarm. Work associated with fire smoke dampers.
- Painting of raceways.
- Wage rate agreements such as Davis Bacon.
- Trenching / asphalt cutting (other than is listed in plans)
- Any warranties extended by JCI on items it purchases for this project shall not exceed the warranties granted to JCI.

#### Delays, Costs and Extensions of Time

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted

LEAD TIME is 6 weeks on Equipment at this point in time

Price is valid for 30 days after quotation.







# **Customer Acceptance**

CUSTOMER APPROVAL:	
Total Price:	
Customer Name:	
Signature (*)	
	ou agree to purchase the bill of material as described in this proposal document, ndard terms and conditions and for the Total Price documented on the above line.

Thank you for the opportunity. If you have any questions, please call or email me.

Respectfully,

#### Sal Grasso

Johnson Controls, Inc. 321-666-3103 (m) Salvatore.grasso@jci.com







#### Standard Terms and Conditions – U.S.A.

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

- (1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms. (2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may by cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.
- (3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before shipment- basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit.
- (4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.
- (5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.
- (6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under the Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.
- (7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort, whether by reason of strict liability, negligence, or otherwise, regardless of whether Seller has been apprised of the possibility of such.
- (8) PATENTS. Seller shall indemnify, defend, or at its option settle, and hold Buyer and its directors, offic employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against a

- and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright, trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.
- (9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.
- (10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.
- (11) SOFTWARE LICENSE. To the extent software is provided by Seller under the Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

#### (12) MISCELLEANEOUS

- (a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.
- (b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.
- (c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.
- (d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.
- (e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

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**

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