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Lake Sumter State College

DISTRICT BOARD OF TRUSTEES

WEDNESDAY, JULY 22, 2020

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 22, 2020
Board Room 210-Leesburg Campus

4:30 p.m. Board Workshop—Nomination of Board Officers

CALL TO ORDERMr. Wahl

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

PUBLIC COMMENT

(If you wish to make a Public Comment at this meeting, at least 15 minutes before the start of the meeting,
please see Recording Secretary for a Speaker's Card)

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

ACTIONS and ACKNOWLEDGEMENTS

- 612 Action: Minutes of June 24 Workshop and Regular Monthly Meeting
613 Action: Human Resources Transactions
614 Action: Monthly Fiscal Report for June 2020
615 Acknowledgement: Facilities Report
616 Acknowledgement: Purchases Over \$25,000
617 Action: LSSC Foundation, Inc. as Direct Support Organization (DSO)
618 Action: Career Source Agreement
619 Action: Collegiate High School Program Agreement/ LSSC and Lake County Schools
620 Action: Collegiate High School Program Agreement/LSSC and Sumter County Schools
621 Action: The Villages Early College Program Memo of Understanding
622 Action: Dual Enrollment Articulation Agreements:
1) Lake County Schools, 2) Sumter County Schools, 3) Home Education Programs,
4) Non-Public Schools, and 5) the Villages Early College Program
623 Action: Sumter County Operations Agreement
624 Action: Lake County Career Pathways Agreement

SCHEDULED INFORMATION REPORTS (Tab B)

- 625 President's Update
- Meetings/Activities/Misc.
- Legislative Update
- Vice Presidents Report (Bigard, Brady, Byrd)
626 Committee Reports..... Mr. Wahl
- Executive Committee- P. Wahl
627 Board Attorney's Report.....Mrs. Geraci-Carver

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

- 628 Action: Approval of Board Officers
629 Action: 2020-21 Board of Trustee Meeting Schedule
630 Action: Board Self Evaluation
631 Action: Approval of Capital Improvement Plan.....Dr. Bigard
632 Action: HSCA New Partner AgreementDr. Sidor/Bigard
633 Action: Academica-Pinecrest Facilities Use AgreementDr. Sidor/Bigard
634 Action: East Lake Property Agreement.....Dr. Sidor/Bigard
635 Action: Ratify Rapid Credentialing Application Dr. Sidor/Dr. Byrd

OTHER CONSIDERATIONS Mr. Wahl/Dr. Sidor

As Needed by Chairman/President

ADJOURNMENT

..... Mr. Wahl

**Closed Executive Session
Immediately Following Board Meeting**

Calendar Notes:

NO BOARD MEETING IN AUGUST

Planned Giving: Friday, August 21, 2020, 8 a.m. (Magnolia Room)

Executive Committee: Tuesday, Sept 15, 2020, 8:30 a.m. (Leesburg Campus, President's Office)

NEXT BOARD MEETING: Wednesday, September 23, 2020 (Leesburg Campus)

Athletics Golf Invitational: Friday, September 18, 2020- 8 a.m. (Harbor Hills Golf Club)

Distinguished Alumni: Thursday, Oct. 15, 2020- 6 p.m. (Mission Inn Resort)

Employee Service Day: Friday, October 23- All Day (TBD)

Monster Dash 5K/10K Saturday, October 31, 8 a.m. (LSSC Leesburg Campus)

Commencement: Friday, December 11, 2020 (LSSC Gymnasium)

NO BOARD MEETING IN DECEMBER



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 612 – Minutes of June 24, 2020 Regular Board Meeting & Workshop

OVERVIEW:

Attached are the minutes of June 24, 2020 regular board meeting and workshop.

ANALYSIS:

The minutes are for the board's approval.

RECOMMENDATION:

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

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

**Workshop on
2020-2021 Budget**

June 24, 2020

A Workshop for the District Board of Trustees, Lake-Sumter State College, on the 2019-20-year end projections and the 2020-21 Budget was called to order in the Board Room, Student Services Building, Leesburg Campus, on Wednesday, June 24, 2020 at 4:00 p.m. by Mr. Peter Wahl, Board Chairman. Board members in attendance were Mr. Bryn Blaise, Mrs. Marcia Butler, Mr. Bret Jones, Mrs. Jennifer Hill, Mrs. Jennifer Hooten, Ms. Emily Lee, and Mr. Tim Morris.

Presentation of the 2020-2021 Year-End Projections/General Operating Funds.

Dr. Heather Bigard reported on the current projected year end for 2019-20 and the current work on the 2020-21 budget. She reviewed the 2019-20 budget priorities and hopes to continue in 2020-21, with the following: preserve program funding in support of student completion and success, preserve jobs for our employees and continue to fund staff compensation plan, effectively use the CARES Act funding, continue investing in the capital improvement plan, and adapt to fluctuations in enrollment and funding. She showed a fall 2010 to 2019 headcount with just over 5,000.

She reviewed the student tuition and fees. The sources are broken down by regular student tuition and fees, dual enrollment, HSCA, continuing education, and kids' college with a total for 2019-20 of \$9,540,908. The 2020-21 budget is \$9,849,700 with a projected difference of \$490,761. The Kids College program has been deeply impacted due to Covid-19. She reported on other revenue from Foundation Support, Grants and Contracts, Auxiliary and Student Fees, and Math Emporium-Title III. We no longer receive the grant to fund the math emporium and the funding has been rolled into our regular operating budget. The projected difference between the 19-20 and 20-21 FY is \$96,217.

She presented an overview of the budget expenses of \$26,340,127 with a projected difference of \$1,534,424 from year to year. The fund balance projection begins with our year end activity. She talked about SB190 and getting the fund balance down below 5%. She reported to the board that she will be requesting a \$2.6 million-dollar transfer from Fund 1 to Fund 7 at its regular meeting.

After taking into consideration the Governor acting on the budget with a series of veto's and or an across the board decrease. She presented budget scenarios if we experience a decline in enrollment or state funding. She will be asking the board to approve Budget Scenario A at its full regular meeting.

Built into the budget is a \$2 Capital Improvement fee per credit hour with an estimated revenue of \$153,000. A new proposed fee to support parking lots and driveways is a \$2 per credit parking fee with an estimated revenue of \$82,000. This fee will only be charged to students who drive to campus.

She concluded the workshop with the Fund 7 priorities totaling \$3,818,536.

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

There being no further business, the meeting was adjourned at 4:40 p.m.

Respectfully submitted,

ATTEST:

Peter F. Wahl, Chairman

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

Recording Secretary: Claudia Morris

**DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
LEESBURG, SUMTERVILLE, CLERMONT
JUNE 24, 2020**

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order at 4:43 p.m. on June 24, 2020, via Zoom, by Mr. Peter F. Wahl, Chairman. In attendance was Mr. Bryn Blaise, Mrs. Marcia Butler, Mrs. Jennifer Hooten, Mr. Bret Jones, Emily Lee and Mr. Tim Morris. Mr. Wahl welcomed those in attendance and invited them to join in the Pledge of Allegiance followed by a moment of silence.

CONSENT CONSIDERATIONS- ACTIONS and ACKNOWLEDGEMENTS

Tim Morris moved and Jennifer Hooten seconded the motion to approve as presented agenda items numbers 597 through 603 as follows:

Minutes of May 20, 2020, Regular Board Meeting

2020-597

Human Resources Transactions

2020-598

Appointments of:

Wilfredo Laiz	effective date 08/18/2020
Gregory Jones	effective date 06/15/2020

Resignation of:

Katrina Bennett	effective date 06/30/2020
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Retirement of:

Clifford Johnson	effective date 07/09/2020
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Faculty Rank & Promotion:

James Cason	effective date 08/18/2020
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Monthly Fiscal Report for May 2020

2020-599

Facilities Update

2020-600

Purchases of \$25,000

2020-601

Write-Off of Uncollectible Accounts

2020-602

Sumter County Schools Partnership Agreement

2020-603

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

SCHEDULED INFORMATION REPORTS

President’s Update

2020-604

Dr. Sidor reported that we are running an active summer schedule with no major issues. We are moving forward with our reopening plans in Phase 4 of July 13th.

The majority of fall classes will be offered in a distance learning format. Many others will be offered as hybrid with on-campus components for labs or math emporium. The changes for Fall are expected to be completed on Tuesday in Banner and students will be sent mass communications at that time.

He reported on discussions with UF Health regarding the Dedicated Education Unit. We are assessing potential sites where we can move our nursing department closer to the hospitals.

The Pinecrest HSCA application is ready to be presented to the governance committee on July 15th. Once approved the application will go to each prospective board for their approval.

We have also had discussions with Mater Academy regarding the start of a charter school on the Leesburg Campus. The program developed would be equivalent to an HSCA Academy II, a STEM academy and something related to Business. The target date for application submission February 1, 2021.

A representative from Mater will be invited to present to the board at a workshop in September.

COVID-19 Testing for Sumter County Residents

The Sumter County Health Department will be hosting a COVID-19 virus testing event at the Bevilles Corner Market in Bushnell on Tuesday, June 23rd and Wednesday, June 24th from 8:30 AM to 11:00 AM. This will be drive-up testing with the entrance off SR-48. The test requires a nasal swab to be inserted by a trained medical professional and placed far into the nose. There is no cost for the test, photo ID is required, and you must be a resident of Sumter County. Please contact the Sumter County Health Department with questions at (352) 569-3102 or AskSumter@FLHealth.gov.

Dr. Heather Bigard

Dr. Bigard reported that Doug Guiler is retiring and Nick Kemp has been appointed as Interim Chief Information Officer. She reported on the reopening plan for the fall and welcoming out employees back to campus in July.

She will begin serving as the chair for the Council of Business Affairs. She looks forward to this experience. She reported on the impressive GPA's from all of the college athletes. The business services department has digitized all of the college forms.

The Executive Director of Financial Aid, Katrina Bennett has submitted her resignation and is moving to Colorado to be closer to family and she will be missed. Marta Ralowicz is currently serving as the Interim. Mike Nathanson is currently working on a statewide survey to help inform us where we have opportunities to grow as a system related to online delay of instruction and service. We are looking forward to the data from this survey.

The college electrician, Cliff Johnson is retiring after 15 years of service to LSSC.

She thanked the HR team for all of their work related to changes from COVID-19. She also reported that through the course of this experience with COVID_19 and moving everything to a remote work environment our IT team has fulfilled 3,672 work orders.

Claire Brady

Dr. Brady started her report by introducing the new Director of Educational Opportunities (TRIO programs), Dr. Roland Nunez.

She reported that our May graduates have been notified that our commencements have been postponed to December. Our graduates are receiving a gift and a golden ticket to attend a future ceremony.

She discussed summer and fall enrollment. She discussed the Enrollment Coaches that have been assigned students to reach out to and help in getting them registered for classes.

The fall academic schedule has something for everyone. We recently did a survey for students to see what options they are looking for. We are looking into a queuing system and a student engagement portal. We have found some very exciting things and this pandemic has allowed us an opportunity to innovate.

She announced she has recently been elected chair-elect for the Council of Student Affairs.

Doug Wymer

Dr. Wymer reported that on Monday, June 1, 2020 Drs. Lange and Walter listened to the ACEN's Evaluation Review Panel (ERP) meeting to hear comments and recommendations on the ACEN initial accreditation visit for the RN-BSN program that was completed in February. The outcome was that LSSC RN-BSN program is in compliance with all six standards and was unanimously recommended for initial accreditation. Their recommendation will be presented to the ACEN Board of Commissioners which meets in July and the final letter of accreditation will be received in September. Initial accreditation will be retroactive to the date of candidacy application, so every RN-BSN student will have graduated from an ACEN accredited RN-BSN program. Dr. Walter and Dr. Lange have done a fantastic job with this accreditation effort.

In the next few days, the library will implement OpenAthens for the library databases. This will allow for Single Sign-on for students, faculty and staff. It also allows for more granular assessment of database and journal usage, which is important since those resources are expensive.

You are invited to go on an adventure with our own Dr. Walton and other Mesoamerican archaeologists as they investigate the Aztec Empire and try to build an Aztec style pyramid in Mexico. I invite you to check out the two-part documentary series called *Lost Pyramids of the Aztecs*, which will air on the Science Channel on Sunday June 28th from 8-10 pm EST as well as the SCI GO App through streaming services. Dr. Walton has expressed his thanks to everyone at LSSC who enabled his professional leave to film in Mexico this past February. He hopes you all enjoy the story, have some laughs at his expense, and learn a few things along the way.

Lake-Sumter State College was awarded a National Science Foundation Advanced Technological Education grant for \$529,000 to begin a Mechatronics program. Mechatronics is a hybrid of mechanical, electrical, and computer engineering. The Mechatronics program will be part of the AS in Engineering Technology and students will be able to attain a College Credit Certificate in Mechatronics on their pathway to earning an AS in Engineering Technology. The grant was awarded for a three-year period beginning June 1, 2020, and will help cover costs associated with the program such as equipment and recruitment.

As of June 15, 50 of 64 recent ASN nursing graduates have taken the NCLEX-RN exam. Forty-nine of those 50 have earned a passing score for a first time pass rate of 98%.

We recently received the report from the SACSCOC Off-Site Review Team and they identified 15 of the 72 principles for which we need to supply additional documentation. This is a bit better than average and the issues raised by the Off-Site Review Team were related to the need for additional documentation to support our narratives, rather than problems with the basic structure of how we framed our case for compliance. We are working on the Focused Report, which will give us a second chance at these 15 standards. We are on track to provide a draft of the Focused Report to our SACSCOC Vice President before the virtual advisory visit scheduled for July 13 so that we can get her feedback before submitting the report to the On-Site Review Team in mid-September.

Dr. Laura Byrd

Dr. Byrd reported on several upcoming events. The 22nd Annual Golf Tournament will take place on Friday, September 18, 2020, at Harbor Hills Country Club. Sponsorships & golf registration is now available. Please see Coach Mike Matulia or Dr. Byrd for more information.

PAS Ticket renewals continue and we've sold more than 50% of the seats so far. We have opportunities available for advertisement in the Performing Arts Series programs. If you know someone who may be interested, please share.

The Distinguished Alumni & Hall of Fame celebration is scheduled for Tuesday, October 13 at Mission Inn. Nominations will open in July & we encourage you to think of a deserving Alum to nominate.

Forty members joined the scholarship committee for the 2020/2021 academic year and includes Foundation Board members, Faculty & Staff. As of June 22, 2020, 200 applications have been received with 340 applications pending. Students with pending applications have been notified of the submission deadline of June 30.

She reported that several scholarships monies have been received: Jacquelyn B. Clark Scholarship, Dr. Raymond Jackson Memorial Scholarship, Betty Jo & George Warren Scholarship, & Tavares Lion's Club Scholarship

The reported on a new Endowment named the Nancy L. Wahl Endowment

The Foundation awarded \$25,000 in Publix gift card to students in need, thank you to the Student Government Association for allocating \$10,000 to that effort. Thanks to generous donors, two food distributions will be held in August, one on the South Lake Campus and one on the Leesburg Campus.

Alumni: The Foundation board approved the purchase of an Alumni program to assist us in finding our alumni to donating and volunteering.

Duke Energy grant submitted and the foundation was awarded the full ask amount for \$120,000 with \$90,000 going to support personnel costs. This was Duke's largest award for this grant period.

Large gifts:

Charles & Mary McLin Foundation \$10,000 grant revenue- BSN personnel costs.

Wells Fargo Foundation \$7,500 grant revenue – First Generation in College scholarships

Atley Family Foundation \$10,000 scholarships

Howey Garden & Civic Club \$1,000 scholarships

Mike Holt Enterprises \$10,000 scholarships

Sumter Schools Foundation \$7,000 scholarships

Tavares Lion's Club \$3,000 scholarships

Foundation Audit: Purvis & Gray have begun the 2019 Foundation audit. All current requests for documentation have been submitted.

Foundation Board Nominating Committee: The nominating committee will meet on July 28, to discuss the five positions that will open at the end of 2020.

he Director for Business Development and Corporate and Continuing Education, Mr. Greg Jones, started on June 13 on the Leesburg Campus. He is already busy with the lineworker bootcamp and looking at new opportunities to for the rapid credentialing funds.

The lineworker bootcamp is in its fourth week with seven students progressing nicely. A skills exhibition is scheduled for July 8th. Regional utilities are invited. Marketing is working to promote the alignment of the bootcamp with Governor DeSantis Rapid Credentialing Initiative. Lake-Sumter is planning to apply for the available funds allotted for the credentialing dollars for Lake-Sumter, totaling \$266,000 with a \$66,000 match. We are hoping this money will help move

the CDL program forward. We already have \$75,000 allocated for CDL that could serve as matching dollars.

The Youth Development program announced the opening of Kids College Camps on campus beginning July 6 – 30, in both the Leesburg and South Lake. We are offering 22 Full Day options and 7 Half-Day options. Currently, enrollment is lower than expected. We are working with Marketing this week to send out another reminder. Final decisions will be made on Monday, June 29th. All campuses are adhering to CDC guidelines and recommendations for summer campus. Five hundred cloth masks have been obtained to be provided for students who show up to campus without one. We have also received thermometers to assist with our drive-thru line.

Virtual camps that will run through the end of August.

New signage on the Leesburg campus was installed last week. This is an on-going project.

Social media campaign for fall enrollment is underway. The focus is on displaced workers, career advancers, university students wanting to stay local and traditional high school students. (share images)

Messaging for the college, as with most organizations, has made a dramatic shift to address COVID 19. The messaging has changed how the college engages employees, students, and the community. An example is the greater need for empathy. (share images)

She has been elected to serve on the Florida Council for Resource Development Board as a Director.

Executive Committee *2020-605*

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

Board Attorney's Report *2020-606*

Anita Geraci-Carver updated the board on the Parker Case which was the ongoing case with Leadership Lake County and Lake-Sumter State College. They are ready to go to trial and have requested a 5-day jury trial. A trial date has not been set.

Last month, she reported that she submitted revisions of the East Lake Property agreement and Attorney Dan Robuck met with his client and provided additional revisions to the ELP agreement. Mrs. Geraci-Carver, Dr. Sidor, and Dr. Bigard will discuss these revisions.

We were notified that OCR is ready to start interviews concerning the open student complaint.

The college has proposed to re-commerce negotiations in person in mid-July.

NEW BUSINESS

Approval of Fee Changes

2020-607

Dr. Bigard reported on fee changes to individual courses, some of them include reductions and some have been removed. There a new fees primarily for the math emporium due to funding no longer existing. A motion was made by Bret Jones for the approval of the fee changes and seconded by Jennifer Hooten and motion approved.

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

Florida College Equity Report

2020-608

Emily Lee made a motion and Bret Jones seconded, motion approved.

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

2020-21 Annual Operating Budget

2020-609

Dr. Bigard explained that the 2020-21 Fund 1 Operating Budget is balanced and includes a contingency for future allocation by the President. The proposed 2020-21 Fund 7 Capital budget includes investments in deferred maintenance and technology.

Dr. Bigard recommended to the board to approve Budget A contingent upon any subsequent to the developments by either Governor action or the Department of Education.

Bret Jones made a motion to accept and Marcia Butler seconded and motion approved.

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

Year End Budget Amendment/Transfer Fund 1 to Fund 7

2020-610

The Board is being asked to authorize the President to approve the transfer from the current unrestricted funds (Fund 1) to the Unexpended Plant Fund (Fund 7) in an amount not to exceed \$2,600,000, to be used for improvements to Campus Infrastructure.

Emily Lee made a motion to accept and Tim Morris seconded and motion approved.

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

Modification of 2020 July 4 Holiday

2020-611

Dr. Sidor reported that in less than ten days, the faculty and staff successfully closed all college locations and moved the entire operations to online, while maintaining excellent student and community support. The transition occurred in March which hindered employees from observing the majority of their spring break. Dr. Sidor is requesting two additional days be added to the July 4th holiday. The dates are Wednesday, July 1st and Monday, July 6th.

Tim Morris made a motion and Bret Jones seconded and motion approved.

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

OTHER CONSIDERATIONS

As Needed by Chairman/President

- ✓ Chairman Wahl reviewed the events on the calendar. He announced that the next Board meeting will be on Wednesday, July 22, 2020, at 4:30 p.m. for the regularly scheduled meeting.

There being no further business, the meeting was adjourned at 6 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: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 613 - Human Resources Transactions

OVERVIEW:

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

ANALYSIS:

Please review attached summary.

RECOMMENDATION:

The District Board acknowledges receipt and review of this information.

FACULTY

APPOINTMENT None
 RETIREMENT None
 RESIGNATION None
 SEPARATION None
 OTHER None

EXECUTIVE

APPOINTMENT

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Michael Vitale	Vice President Academic Affairs	E1-1	06/01/2020

RETIREMENT None
 RESIGNATION None
 SEPARATION None
 OTHER None

ADMINISTRATIVE-GENERAL

APPOINTMENT

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Nicholas Kemp	Interim CIO	AG3-1	07/01/2020
Christopher Libby	Director Enterprise Systems	AG2-1	07/01/2020
David Phillips	Director Info Systems Security	AG2-2	07/01/2020
Marta Ralowicz	Interim Director Financial Aid	AG2-3	07/01/2020

RESIGNATION

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Nicole Duslak	Dir. Ed. Opportunity Programs	AG1-5	05/05/2020

RETIREMENT None
 SEPARATION None
 OTHER None

ADMINISTRATIVE-MANAGERIAL

SEPARATION

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Sam Sweeney	Manager Benefits & Compensation	AM1 - 5	06/30/2020

APPOINTMENT None

July 2020

RETIREMENT None
RESIGNATION None
OTHER None

ADMINISTRATIVE-STUDENT SUPPORT

APPOINTMENT None
RETIREMENT None
RESIGNATION None
SEPARATION None
OTHER None

PROFESSIONAL

APPOINTMENT None
RETIREMENT None
RESIGNATION None
SEPARATION None
OTHER None

SUPPORT

RETIREMENT

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Carolyn Baldwin	Administrative OSD Specialist	Part Time A4-3	06/30/2020

APPOINTMENT None
RESIGNATION None
SEPARATION None
OTHER None

TECHNICAL

APPOINTMENT

<u>Name</u>	<u>Position</u>	<u>Classification</u>	<u>Effective Date</u>
Devin Horvath	Manager Applications & Database Systems	T2-5	07/01/2020

RETIREMENT None
RESIGNATION None
SEPARATION None
OTHER None

July 2020

CRAFTS

APPOINTMENT	None
RETIREMENT	None
RESIGNATION	None
SEPARATION	None
OTHER	None



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 614 – Monthly Fiscal Report

OVERVIEW:

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

ANALYSIS:

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

RECOMMENDATION:

It is recommended that Board approve this item as presented.

Lake-Sumter State College
Fiscal Status Report - Fund 1
General Current Fund
July 1, 2019 - June 30, 2020

	FY 2018-19		FY 2019-2020			
	Annual Budget	YTD Actual 6/30/2019	Annual Budget	YTD Actual 6/30/2020	Percent of Budget Earned/Spent	Projected 6/30/2020
REVENUES & BUDGETED FUND BALANCE						
Student Fees						
Fall						
Tuition	\$ 2,788,927	\$ 2,891,363	\$ 2,932,139	\$ 2,900,080	99%	\$ 2,900,080
Technology Fees	161,613	144,664	140,679	145,190	103%	145,190
Distance Learning	165,035	173,145	181,288	177,778	98%	177,778
Dual Enrollment	265,910	229,472	302,316	305,987	101%	305,987
HSCA Dual Enrollment	338,368	425,940	538,150	538,150	100%	538,150
Lab Fees	66,420	72,389	92,641	71,797	78%	71,797
Spring						
Tuition	\$ 2,424,793	\$ 2,487,614	\$ 2,521,690	\$ 2,461,093	98%	2,461,093
Technology Fees	138,700	124,388	120,581	123,088	102%	123,088
Distance Learning	160,343	151,875	159,370	157,965	99%	157,965
Dual Enrollment	299,853	278,275	302,316	353,278	117%	353,278
HSCA Dual Enrollment	338,368	431,098	538,150	485,480	90%	485,480
Lab Fees	35,763	39,414	79,021	49,335	62%	49,335
Summer						
Tuition	\$ 925,680	\$ 1,059,535	\$ 1,051,258	\$ 1,125,447	107%	1,120,973
Technology Fees	36,308	52,896	51,156	56,172	110%	55,948
Distance Learning	79,933	113,430	121,376	194,130	160%	193,976
Dual Enrollment	-	74,787	-	-	0%	-
HSCA Dual Enrollment	-	-	-	-	0%	-
Lab Fees	5,083	12,627	19,080	2,280	0%	2,280
Miscellaneous Fees	121,827	168,993	169,225	182,472	108%	182,472
Continuing Education	478,414	401,501	389,696	152,047	39%	152,047
Total Student Tuition and Fees	\$ 8,831,338	\$ 9,333,407	\$ 9,710,133	\$ 9,481,769	98%	\$ 9,476,917
State CCPF Support	\$ 10,730,454	\$ 10,730,445	\$ 12,606,690	\$ 12,606,690	100%	\$ 12,606,690
State Performance Funding	713,266	718,754	455,985	455,988.10	100%	455,985
State Lottery	3,212,033	3,212,033	1,753,669	1,753,669	100%	1,753,669
Miscellaneous State Support	219,836	244,535	144,151	74,365	52%	144,151
Federal Support Indirect Cost	80,000	78,759	80,000	64,183	80%	64,183
Foundation Support	425,633	119,732	169,000	55,000	33%	139,000
Contracts	87,800	33,800	195,306	120,506	62%	174,214
Miscellaneous Revenue	121,977	428,093	-	30,851	0%	59,551
Total Revenues	\$ 24,422,337	\$ 24,899,558	\$ 25,114,934	\$ 24,643,021	98%	\$ 24,874,360
Transfers In	606,797	170,000.00	892,052	639,517	72%	892,052
Total Revenues and Transfers In	\$ 25,029,134	\$ 25,069,558	\$ 26,006,986	\$ 25,282,537	97%	\$ 25,766,412
EXPENDITURES						
Personnel Expenditures						
Salaries and Wages	14,041,337	13,832,674	14,759,698	13,964,758	95%	14,075,758
Benefits	4,934,606	4,905,569	4,641,097	5,048,088	109%	5,128,899
Current Operating Expenditures	5,455,129	6,258,979	5,899,585	5,223,457	89%	5,488,457
Capital Outlay Expenditures	-	14,136	-	1,039	0%	2,176
Contingency	397,494	-	503,519	-	0%	-
Total Expenditures	\$24,828,566	\$25,011,358	\$25,803,899	\$24,237,342	94%	\$ 24,695,291
Transfer to Fund 7	-	939,804	-	-		1,071,122
Excess of Revenues over (Expenditures)	\$ 200,568	\$ (881,604)	\$ 203,087	\$ 1,045,195		\$ (0)



Lake Sumter
State College

Division of Business Affairs

MEMORANDUM

To: Dr. Sidor, President
District Board of Trustees

From: Dr. Bigard, Vice President for Administration and Financial Services

Date: July 22, 2020

Re: Monthly Fiscal Report – YTD June 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 twelve months into our fiscal year or 100% completed. Year-end adjusting entries are in progress.

Revenues

Total revenue booked to date is \$24,643,021, or 98% of the total budget of \$25,114,934. Remaining year-end transfers from Auxiliary and Fund 2 will be made once posting in FY20 has completed in July of 2020.

- Tuition and fee revenue is trending below budget and is projected to be \$9,476,917 which is 5% over the budgeted amount.
- State support revenue is received throughout the fiscal year in installments. We have received a total of \$12,606,690 in General Revenue and Performance Funding and \$2,284,022 in Lottery funds.
- Other Income and Other Support actuals are projected to be under budget.

Expenses

Actual expenses to-date total \$24,803,899 or 94% of the total budget of \$25,803,899.

- Salaries and benefits to-date are \$19,012,847 or 98% of budget.
- Operating and capital expenses to-date are \$5,224,496 or 89% of budget.

Year-End Projection

Revenues are projected to exceed expensed by \$1,071,122. A transfer of up to \$1,700,00 to Fund 7 for maintenance and support of campus infrastructure was approved at the June Board meeting.

Attachment: June 2020 Operating Fund 1 Budget Report



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 615 - 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

July 2020

<u>PROJECT</u>	<u>BUDGET</u>	<u>FUNDING</u>	<u>STATUS</u>	<u>COMMENTS</u>	
Wayfinding Signage (All campuses)	\$65,000	LOCAL	In Progress	Progress to date: Leesburg "Phase 2" sign work is completed.	
Grounds and Irrigation	\$65,000	Infrastructure	In Progress	Progress to date: Beginning efforts to landscape around new (320-ft long) sidewalk in South Lake (from parking lot F to the Science Health Building), which will include three new bench installs, lighting, irrigation lines, emergency call-box, etc.	
Network rooms HVAC SL and Sumter	\$43,000	Infrastructure	In Progress	Progress to date: Purchase Order placed with vendor (Liebert) for the purchase and install of the SL Science-Health Building first floor IT-Room HVAC Rack Unit.	
Sumterville Building-4 VAV Upgrade Project	\$40,000	New Capital Fee	In Progress	Progress to date: Sent Scope of Work to several vendors to obtain quotes for install of new VAV's.	
SL Building #2 Chiller Replacement	\$450,000	New HVAC Funding/LOCAL	In Progress	Progress to date: Developing comprehensive Scope of Work to distribute to several vendors to obtain quotes for purchase and install of new 250-Ton Chiller.	
LE Building M HVAC Coil Replacement	\$30,000	LOCAL	In Progress	Progress to date: Performing HVAC requirements study because the building usage has changed significantly since this "Make-Up Air Unit" was installed (before LSSC purchased the building). We may be able to actually eliminate the need for replacement.	
SL Sidewalk Installation	\$180,000	Infrastructure	In Progress	Progress to date: Sidewalk is installed, proceeding with procuring/installing landscaping, lighting, seating around the sidewalk.	



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 616 – Purchases over \$25,000

OVERVIEW:

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

ANALYSIS:

The Purchases greater than \$25,000 for the period 06/01/2020 - 06/30/2020 are attached.

RECOMMENDATION:

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

June 2020

Vendor: Instructure, Inc
Item Description: Canvas Software 07/01/2020-06/30/2021
Amount: \$ 48,251.50
Purchase Order #: P2000469
Vendor Code: X00112144

Vendor: Innovative Support Systems, Inc
Item Description: Installation of Cooling Unit
Amount: \$ 28,469.00
Purchase Order #: P2000476
Vendor Code: X00112364

Vendor: Honorlock, Inc
Item Description: Auto Proctoring Software 07/01/2020-06/30/2021
Amount: \$ 26,125.00
Purchase Order #: P2000475
Vendor Code: X00128892



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 617 – Approve Lake-Sumter State College Foundation, Inc. as a Direct
Support Organizaiton

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, 2020 and is required to file an annual report. The 2020 annual report was filed on February 19, 2020 and all fees have been paid. A copy of the report is attached. The current officers of the Foundation are: Mary Beth Morris, President; Deborah Boggus, Vice-President; Carl Specci, President-Elect; Sarah Uhrik, Treasurer; Dr. Laura Byrd, Executive Director/Secretary; Dr. Stanley Sidor, LSSC President; Tim Morris, Board of Trustee Liaison; and Cynthia Nash, Faculty Liaison

RECOMMENDATION:

It is recommended that Board approve this item as written.

2020 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 750806

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

02/19/2020

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title COLLEGE PRESIDENT
Name SIDOR, STANLEY DR.
Address 403 WATERWOOD DRIVE
City-State-Zip: YALAH A FL 34797

Title SECRETARY
Name BYRD, LAURA A.
Address 36931 LAKE YALE DR
City-State-Zip: GRAND ISLAND FL 32735

Title PRESIDENT
Name MORRIS, MARY ELIZABETH
Address 53 CAMINO REAL
City-State-Zip: HOWEY IN THE HILLS FL 34737

Title VP
Name BOGGUS, DEBORAH
Address 41120 STATE ROAD 19
City-State-Zip: UMATILLA FL 32784

Title PRESIDENT ELECT
Name SPECCI, CARL
Address 33844 SILVER PINE
City-State-Zip: LEESBURG FL 34788

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: LAURA BYRDVP INSTITUTIONAL
ADVANCEMENT,
EXECUTIVE DIRECTOR,
FOUNDATION

02/19/2020

Electronic Signature of Signing Officer/Director Detail

Date



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 618 – Career Source Training Provider Agreement

OVERVIEW:

This is an Agreement between the Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida (CSCF) and Lake Sumter State College, referred to as Training Provider, for the provision of educational and training services for individuals determined eligible that reside in Lake, Orange, Osceola, Seminole, and Sumter counties. Funds to support training services are provided through the Title I Workforce Innovation and Opportunity Act (Adult, Dislocated Worker, and Youth formula funds), Temporary Assistance for Needy Families (TANF) Block Grant, and specialized grant funds.

ANALYSIS:

This Agreement will become effective on July 1, 2020, regardless of the date this agreement is fully executed, and shall remain in effect for three years for a continuing provider/program – defined as providers who currently have approved training programs with CSCF and are currently meeting performance standards, based on the Training Provider/program Scorecard with bi-annual performance reviews in October and April.

RECOMMENDATION:

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

Training Provider Agreement
between
CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
d/b/a CAREERSOURCE CENTRAL FLORIDA
and
LAKE SUMTER STATE COLLEGE

1. Parties to Agreement:

This is an Agreement between the **Central Florida Regional Workforce Development Board, Inc.**, d/b/a **CareerSource Central Florida (CSCF)** and **Lake Sumter State College**, referred to as **Training Provider**, for the provision of educational and training services for individuals determined eligible that reside in Lake, Orange, Osceola, Seminole, and Sumter counties. Funds to support training services are provided through the Title I Workforce Innovation and Opportunity Act (Adult, Dislocated Worker, and Youth formula funds), Temporary Assistance for Needy Families (TANF) Block Grant, and specialized grant funds.

2. Terms of the Agreement:

This Agreement will become effective on July 1, 2020, regardless of the date this agreement is fully executed, and shall remain in effect for:

☐ Three years for a continuing provider/program – defined as providers who currently have approved training programs with CSCF and are currently meeting performance standards, based on the Training Provider/program Scorecard with bi-annual performance reviews in October and April.

☐ One year for initial eligibility providers – defined as any new training provider/program, application. The process is opened for new and continuing providers to apply to add new programs, biannually, in October and April. Providers' programs will remain eligible based on their Training Provider Scorecard performance and Board priorities, or until terminated by CSCF for good cause.

The Eligible Training Provider List will be updated bi-annually, in January and July. This includes the provider's name, training program name(s), total cost of the program, and ITA provider scorecard placement rates for those students financially supported by CSCF. This Agreement may be modified at any time upon written mutual agreement of the parties.

Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CSCF for acceptance. Those changes will be reviewed bi-annually (January, July) and must be accepted by CSCF prior to implementation under this Agreement. If the changes are accepted, CSCF will issue a revised Course and Fees Agreement in writing. All Course and Fees Agreements (**Attachment A**) remain in full effect until new Course and Fees Agreements are received and authorized in writing by CSCF. The Training Provider can request one mid-year (submitted January 1 – January 30) rate change request. If the changes are not accepted by CSCF, the Training Provider will receive written notification within **seven** business days, with this decision and the option to terminate this Agreement in writing within **seven** business days of receiving the no acceptance notification.

3. Statement of Work:

3.1. Training Provider is responsible for the delivery of the training programs as outlined in "Attachment A." Training Provider's training program(s) must be:

- currently operational and available to the general public;
- licensed, and approved by the Florida Department of Education's Commission for Independent Education in the name of Training Provider;
- a public, post-secondary school program, or

- a program carried out under the National Apprenticeship Act 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.;
 - a program carried out by the Federal Aviation Administration (FAA); or
 - a program offered by a community-based organization with demonstrated performance as allowed by WIOA.
- 3.2. Individuals who meet program requirements and are referred by CSCF to the Training Provider, shall only be enrolled in the approved training course(s)/program specified on the Voucher for Services (**Attachment B**).
- 3.3. Program Requirements:
- a) All new programs will be limited to ten participants, until such time as the enrolled individuals meet the Training Provider Scorecard requirements, completion rate, and placement rate performance standards. Performance standards are calculated over the prior two program years (July-June), or from the date the program was added, whichever is more recent. Additional enrollments will only be approved, once CSCF has evaluated the Training Provider's program, using the Training Provider Scorecard to determine if minimum performance standards are met and if the provider is in full compliance with the terms of this Agreement. CSCF reserves the right to discontinue enrollment of customers if completion and/or placement rates fall below the performance outcome goals in this Agreement. Registered Apprenticeship programs are exempt from this requirement.
 - b) The Training Provider shall maintain a 51% non-CSCF general public enrollment for each approved program. No more than 49% of the Training Provider's revenues, as a whole, shall be received from CSCF. Training Provider's compliance with either the enrollment or revenue requirement stated shall be evidenced by:
 - 1. A written letter from a licensed Certified Public Accountant (CPA) firm stating that at the conclusion of the contract term (June 30), the Training Provider maintained a 51% non-CSCF general public enrollment for each approved program; or
 - 2. No more than 49% of the Training Provider's revenue, as a whole, was received from CSCF during the contract term.
 - 3. In Lieu of the CPA firm letter, subject to the approval and at the sole discretion of the President/CEO of CSCF, the Training Provider may submit a certified audit prepared and signed by a CPA firm. Training Providers may also submit a tax return, prepared and signed by a CPA firm, which clearly states the Training Provider met the 49% revenue requirement stated herein at the conclusion of the contract term (June 30).
 - 4. The CPA firm letter, certified audit, or tax return shall be submitted to CareerSource Central Florida no later than May 31.
 - c) A program may be removed from the approved list when the intended occupation is saturated, defined as a two-to-one ratio of overall program completers per job openings. The program may be reinstated when the ratio is one-to-one. CSCF will look quarterly at the number of students completing training with a certification/degree in a specified occupation and compare to the occupation's available job openings in Employ Florida and state labor market analysis (Help Wanted Online List - HWOL). CSCF reserves the right to focus training funds on specific industries, occupations, and/or geographies throughout the term of the agreement at their discretion. Though a program may be approved, CSCF may or may not be actively enrolling individuals into each eligible program.
 - d) Voucher Modification Requests: No more than two modification requests will be accepted for a participant who is engaged in a training program and requires additional time to complete an assigned program. An ITA Modification Form must be submitted to a CSCF staff member who will review the request and make an appropriate determination based on the individual's circumstance. Participants who need to make a modification to their area of

study or participation dates should be directed back to their CSCF Career Consultant to obtain the ITA Modification Form.

- 3.4. The Training Provider shall only provide services under a voucher if it has been signed and approved by the CSCF Career Consultant. If a voucher is not appropriately signed or appears altered, the Training Provider shall return the voucher to the student for proper execution by CSCF prior to enrollment.
- 3.5. The Training Provider shall only provide the course(s)/program(s) authorized in Attachment A, Courses and Fees Agreements, or those course(s)/program(s) authorized by CSCF through a written letter of approval accompanied by a Course and Fees Agreement. A Course and Fees Agreement is authorized by CSCF upon the signature of CSCF's Director of Operations.
- 3.6. Training Provider agrees that programs shall provide a national or local industry-recognized credential as a component of the training. The diploma or certificate of completion for the training shall be issued in the name of and by the Training Provider. The certification or license for the training can be issued by an external source other than the Training Provider. An industry-recognized credential is defined as a credential (e.g., a certification, certificate of completion, examination score, or license), recognized by a specific industry or employer group for a designated skill, or set of skills, required to perform a specific occupation or task at the workplace.
- 3.7. The Training Provider fees charged to CSCF shall not be more than that charged to the general public or any other workforce region in Florida.
- 3.8. The Training Provider must agree that all CSCF participants will be afforded the same information on financial aid options, scholarship opportunities, and educational/tuition discounts.
- 3.9. The Training Provider is not authorized to enroll CSCF participants into additional training courses or programs funded by CSCF without prior written consent of its staff.
- 3.10. The Training Provider shall adhere to the federal Workforce Innovation and Opportunity Act (WIOA) regarding the disposition of Pell Grant funding for individual participants. A participant may enroll in training while his/her application for a Pell Grant is pending, but must provide CSCF a copy of their pre-award letter for consideration and coordination of funds.
- 3.11. The CSCF staff will ensure that each individual interested in training applies for financial aid. The Training Provider agrees that each individual, referred by CSCF's staff for training, will be evaluated for all financial aid eligibility normally available to the Training Provider's students, and shall be evaluated for and receive such financial aid without discrimination, based on the student's CSCF funding eligibility status.
- 3.12. The Training Provider will seek and coordinate other funding sources for CSCF-funded students and will notify CSCF staff listed on the respective voucher in writing, on a quarterly basis, of any other financial aid provided to CSCF-funded students. It is the responsibility of the Training Provider to provide sufficient oversight to prevent misapplication of funds, such as double payment of any charges or the utilization of federal funds when other funds could have been used for the same purpose. The voucher will specify the expenses allowable for payment by CSCF funds.
- 3.13. The Training Provider acknowledges and understands that, in accordance with the Federal Workforce Innovation and Opportunity Act (WIOA), the use of unlawful remuneration to a CSCF-funded student, in return for attending the Training Provider's institution, is prohibited.
- 3.14. The Training Provider will not offer or provide anything of value to any CSCF employee, provider, or assignee, including a gift, loan, reward, promise of future employment, favor, or service, based on the understanding that CSCF will direct or influence customers to attend training offered by the Training Provider.

- 3.15. Training Provider agrees to attend regional, semi-annual, provider meetings and two local meetings at one of CSCF's Career Centers. Dates/times are provided by CSCF on an annual basis (**Attachment C**). Scheduled dates, times, and locations are subject to change at the sole discretion of CSCF. Training Provider's failure to attend both regional semi-annual meetings and at least one local meeting shall constitute breach of the Agreement and cause for the non-renewal of the Agreement with CSCF at the sole and absolute discretion of CSCF.
- 3.16. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are paid through the vouchers as a provision of this Agreement. Students will be held responsible for costs not covered by those vouchers.
- 3.17. The Training Provider shall charge a total amount not to exceed the respective Course and Fees Agreement, inclusive of all paying parties and financial aid.
- 3.18. Final approval is contingent on a successful site visit to determine ADA (American with Disabilities Act) compliance (referenced in Attachment D and USDOL ETA Training & Employment Guidance Letter No. 41-14), assessment of appropriate facilities and staffing, and the provider's ability to provide training services to CSCF participants. Once approved, CSCF will enter into a vendor agreement with those entities selected as eligible training providers. Please submit ADA compliance verification with this signed Training Provider Agreement.

4. **Performance Reporting**

The Training Provider agrees to track and supply program completion and placement information, as requested by CSCF. The Training Provider must assist CSCF in the verification of employment for all enrolled students receiving funding from CSCF.

The Provider understands and agrees that performance outcomes will be calculated based on CSCF's WIOA enrollments only. The performance scorecard rate includes both customers who are successful completers and those who are non-completers. Performance will be monitored bi-annually on six performance outcomes:

- Number enrolled in each training program
- Number of Completers
- Number of those who obtain training-related employment
- Number of those who obtain unsubsidized employment
- Wage rate at Placement
- Number of those obtaining Licensure and Occupational Certifications

Each program must maintain good standing and meet the performance requirements, using the Training Provider Scorecard for all students receiving CSCF funding assistance. This rate will be inclusive of those who did not complete training. Under this requirement, both full and part-time employment and employment outside the field of training will be considered as a positive outcome. All types of employment are considered a positive outcome, training related employment will have a higher weight when calculating performance on the scorecard. Performance outcomes are calculated over the prior two program years (July-June), or from the date the program was added, whichever is more recent.

The Training Provider understands that CSCF will review and analyze information supplied by the Training Provider and other information available to CSCF to determine performance rate on the Training Provider Scorecard.

Entities that carry out Registered Apprenticeship programs registered under the National Apprenticeship Act; Per WIOA, **registered apprenticeship programs are exempt from the ETPL application process**

CareerSource Central Florida
Attn: Accounts Payable
390 Orange Ave., Ste.700
Orlando, FL 32801

Or via Email: accountspayable@careersourcecf.com

- c. Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt. Please note: Payments may be delayed, due to acts of nature, or other events beyond the control of CSCF.
- d. In the event of termination, CSCF shall only be liable for payment of allowable costs incurred under the ITA voucher(s) to the Training Provider, for prior services rendered up to and including the date of termination. Final billing for payment must be received by CSCF within thirty (30) days of the termination date.
- e. Vouchers and invoices may be returned to the Training Provider under circumstances including, but not limited to, the following:
 - 1. The voucher has been altered.
 - 2. The voucher's pricing is higher than the fees agreed upon in the respective, signed Course and Fees Agreement.
 - 3. Insufficient documentation to support the costs billed
- f. Payments will be sent to the Provider by one of two methods:
 - 1. Mail – Check will be processed and sent via U.S. Postal Service, or another carrier
 - 2. Electronic Funds Transfer (EFT) – Direct Deposited into the Provider's account.

If Training Provider elects to have payments sent via EFT, then the Training Provider must request a Direct Deposit form from CSCF via accountspayable@careersourcecf.com. Upon receipt of the completed form, the Training Provider's next payment will be sent via mail, and payments after that will be direct deposited. CSCF is not responsible for the availability of funds once they have been paid. Payments will NOT be available for pickup at the CSCF Administrative office. All payment information will be directed to CSCF's Finance staff.

6.7 Compensation and Payment Methodologies:

The amount of training resources available to an individual customer will vary based on program costs, financial aid and scholarship resources, and any financial resources committed by the participant. CSCF will annually establish a scholarship cap based on the availability of training funds. The amount issued to the career seeker will be determined by CSCF.

Semester-based training:

CSCF will issue an ITA voucher for the agreed semester costs of the individual programs. To receive continued funds for the subsequent semester, the individual student must contact CSCF to review their training plan's progress, goals, ongoing eligibility, and financial needs.

Competency-based or session scheduled training; Community-based training; Non-semester-based training:

Prior to the start of a program, CareerSource Central Florida will issue an ITA referral to Training Provider's program. Training Provider shall submit one invoice for each 50% payment point described below for each career-seeker referral made to a program as follows:

- 1) Half of the agreed-upon ITA amount will be billed at the beginning of the program, with the Training Provider's first invoice. Note: For career seekers that drop out

and FETPIP reporting requirements. Registered apprenticeship programs are required to be included and maintained on the Eligible Training Providers List (ETPL) as long as the corresponding program remains registered, unless the registered apprenticeship program notifies the Department of Economic Opportunity (DEO) in writing that it no longer wants to be included on the ETPL.

5. **Credentialing:**

The U.S. Department of Labor (USDOL) has emphasized the importance of increasing the credential attainment rate by WIOA participants. DOL requires that all training programs prepare participants through job training and preparation to achieve attainment of industry-recognized credentials, as defined by WIOA. Such nationally recognized industry, association or organizations are:

- A state education body:
- An institution of higher education eligible to participate in federal financial aid programs
- A registered apprenticeship
- A public regulatory agency
- A professional, industry or employer association

It is the Training Provider's responsibility to assure that credentialing goals are obtained for each customer. The minimum credentialing performance is 75% of customers achieving a certification, license, or credential. For nursing programs, CSCF will require Training Providers to meet NCLEX performance at an 85% pass rate.

6. **Payment and Delivery:**

- 6.1. Tuition payments will only be considered for those individuals who have a valid voucher. Tuition or other payments will be made by CSCF to only the Training Provider for those individuals enrolled in and receiving training, or for those individuals who have completed training.
- 6.2. CSCF will not be obligated beyond the maximum individual training account (ITA) cap set by CSCF.
- 6.3. The Training Provider shall invoice CSCF for the course(s) in which the participant is enrolled and attending for the current semester or similar training cycle, at the agreed upon tuition/fee less applicable discounts. CSCF shall not pay any fees that are not specified in this Agreement, as per the Course and Fees Agreements (**Attachment A**), or in the individual participant's voucher.
- 6.4. The Training Provider shall forward to CSCF a written invoice for this tuition/fee after they receive the training voucher.
- 6.5. The Training Provider shall refund CSCF on a pro-rated basis for tuition/fees paid by CSCF for individuals who enroll in and begin training, but drop out of courses. The prorated amount is determined by the total training cost, times the percent of completed hours, minus any CSCF payment. If the student drops out of the program, no further payment will be made.
- 6.6. **Payment Procedure:**
 - a. The Training Provider will receive funds based on the information on the voucher and from the coordination of other funding sources available to the student.
 - b. The Training Provider must submit an official voucher, invoice, and required documentation to CSCF at:

before one third of the training program completion, Training Provider will be responsible for a full refund to CareerSource Central Florida according to the Training Provider's published refund policy.

- 2) The remaining half of the agreed-upon ITA amount will be invoiced by Training Provider upon program completion. Also required for this payment, along with the second invoice, is the submission of a signed certificate of completion of the training program and a training credential, if required, by the industry in which the training has been completed. Completion of the training program is defined as completion by the career seeker of the required training program hours. Note: For career seekers that do not complete the training program, Training Provider can request a prorated portion of the available second half of the training cost. Prorated second-half amount is determined by the total training cost multiplied by the percent of completed hours, minus the initial 50% payment. (e.g. if student drops a \$5,000 scholarship program after completing 75% of total program hours, then the available second-half payment is $(\$5,000 \times 75\%) = \$3,750 - \$2,500 = \$1,250$). If the student has completed less than half of the program, no second-half payment will be made.

For any customer who does not attend training on the scheduled start date or who withdraws from training, paid costs will be prorated by CSCF. For any individual student who fails to show and start training, **regardless of the Training Provider's refund policy**, refunds for any payments made will be due and payable to CSCF. Failure to refund under these terms will result in the Training Provider being placed on Financial Hold.

7. Recordkeeping:

The Training Provider shall notify CSCF staff within ten (10) days of each participant's completion or termination/drop from a training program. As a participant progresses through the program, CSCF requires progress reports or updated transcripts to issue a voucher for funds due for continuing a program or completing a program. CSCF staff will not renew an individual's voucher until a transcript or an acceptable form of progress report has been received by CSCF staff. CSCF also requires the Training Provider to provide on a quarterly basis, at minimum, information about the participant's progress, completion date, credential date, start date of employment, wage, and job title.

8. Resolution:

If a program is not meeting CSCF's performance requirements, the program will be placed on resolution. The Training Provider will receive notification from CSCF that its program is on resolution. This notification will be delivered by program manager via email after every review period. There will be no new enrollments during resolution, however, the region will support currently enrolled commitments. The Training Provider will be given 30 days to resolve the performance and meet the standard requirements. During this time, the Training Provider will also be given an opportunity to correct any performance concerns that have been identified, with a maximum of 60 days to resolve. If, at the end of the 60-day resolution period, performance isn't improved to an acceptable level, the program will be removed from the region's ETPL for a period of one full program year. After the full year, the Training Provider can reapply as a new program. However, if a Training Provider disagrees with the decision of the program's removal from the region's ETPL, the provider can submit an appeal.

9. Appeals:

If the Training Provider is unable to meet requirements during resolution and the program is removed, the Training Provider may appeal the decision. The steps of the appeal process will include the following:

- The program will remain on hold with no enrollment during the appeal process.
- The provider will submit any additional documentation or justification as to why the program should remain on the regions ETPL.
 - The provider will submit this documentation to the Director of Operations, who will meet with the provider to review and determine whether the program should be reinstated to or removed from the ETPL.
 - If the provider disagrees with the Director of Operations' decision, the provider can request a second appeal, which includes a review with the Chief Operations Officer. The COO's decision will be final.

10. Notices and Communications:

The following individuals have been established by the parties to act as the liaison between CSCF and the Training Provider to resolve any issues related to this Agreement, or to send and receive certified and other mail/ notices related to Training Provider Agreement obligations. If either party designates different representatives after execution of this Agreement, notice of the new representative's name, title, address, email address, and phone number shall be rendered in writing to the other party.

For CareerSource Central Florida:

Adlih Trotman-Diaz, Program Manager
 390 N. Orange Ave, Ste. 700
 Orlando, Florida 32801
 Phone: (407) 531-1222, ext. #5060
 Email: atrotman-diazcwpd@careersourcecf.com

For Training Provider:

School Name: _____

Contact Name: _____

Title: _____

Street address: _____

City, State, Zip Code: _____

Telephone: _____

Email: _____

11. General Provisions, Certifications and Assurances

The Training Provider agrees to comply with the general provisions, certifications and assurances contained in ***Attachment E***.

The persons listed below have signed and attest authority to bind their respective party in this Training Provider Agreement.

FOR: Lake Sumter State College

Signature: _____

Date

Printed Name: _____

Title: _____

FOR: CareerSource Central Florida

Signature: _____

Date

Printed Name: Mimi Coenen

Title: Chief Operating Officer

TRAINING PROVIDER AGREEMENT ATTACHMENTS

Attachment A = Course and Fee Schedule – updated annually

Attachment B = Sample of ITA Voucher

Attachment C = Semi-Annual/Quarterly Training Provider Meeting Dates – updated annually

Attachment D = Provider Scorecard

Attachment E = Required Provisions

ATTACHMENT B – Sample ITA Voucher



CareerSource Central Florida
707 Mendham Blvd.
Suite 250
Orlando, FL 32825
AccountsPayable@careersourcecf.com
(407) 531-1222
Tax ID: 00-123456789-0
FEIN#: 123456
www.careersourcecentralflorida.com

ONE-STOP CAREER CENTER TRAINING SCHOLARSHIP VOUCHER

ID#: G310002333333

Issue Date: 4/28/2015

Expiration Date: 7/27/2015

Participant

John Doe
SSN: XXX-XX-
123 Elm Street
Lake Mary, FL 32746
Somewhere, Florida 33333
(407) 111-2222
Account #: TA123456789

CSCF Representative

Jane Smith
(407) 123-1111
Jsmith@work.com
One Stop: CareerSource Seminole County

Funding Source

2014 Adult

Outside Vendor / Training Provider

Johns State College
100 Park Street
Somewhere, Florida 33333
(407) 222-1111

Vendor Account Number: Not on file.

Training Program

Respiratory Care (AS)
Begin Date: 11/25/2014
End Date: 5/31/2016
Credit Hours: 76
Clock Hours: 0
Total Program Cost: \$9,596.00

Description of Costs

Item Description	Category	Unit Price / Fee	Quantity	Total
	Tuition	1182.33	1	\$1,182.33
Grand Total:				\$1,182.33

Note To Provider

- Terms are 30 days from the date of our receipt of your invoice.
- This voucher is not valid after the expiration date.
- If training does not begin within 15 days of begin date the participant must return to the CSCF office to obtain a new training scholarship voucher.
- Submit your invoice with this voucher to CareerSource Central Florida (CSCF) by either regular mail to the above address with the original of this voucher or email to AccountsPayable@careersourcecf.com or Fax to 407-294-4375.

Note To Participant

I agree to (a) maintain contact with my CSCF Representative and provide information regarding my progress in training on a per session/semester basis; (b) contact my CSCF Representative to schedule an appointment to obtain a new Training Scholarship Voucher within three to four weeks prior to the new session/semester; (c) apply for other scholarships (such as Pell Grant), that may be available to me and agree to notify my CSCF Representative if I receive such scholarships and provide documentation; (d) that it is my responsibility to pay for any training related costs above the established ITA Cap or Total Program Cost whichever is less; (e) provide the original Training Scholarship Voucher to the Training Provider to complete the enrollment process; (f) not to make any copies or reproduce this voucher in any manner; (g) accept the terms of this voucher and understand that the financial commitment is only valid for one year from the begin date of training; (h) notify my CSCF Representative immediately if extenuating circumstances prevent me from beginning training and return the original voucher.

Authorized Course to be Taken this Period

ATTACHMENT C – Semi-Annual/Quarterly Training Provider Meeting Dates

Local and Regional Training Provider Meetings Schedule

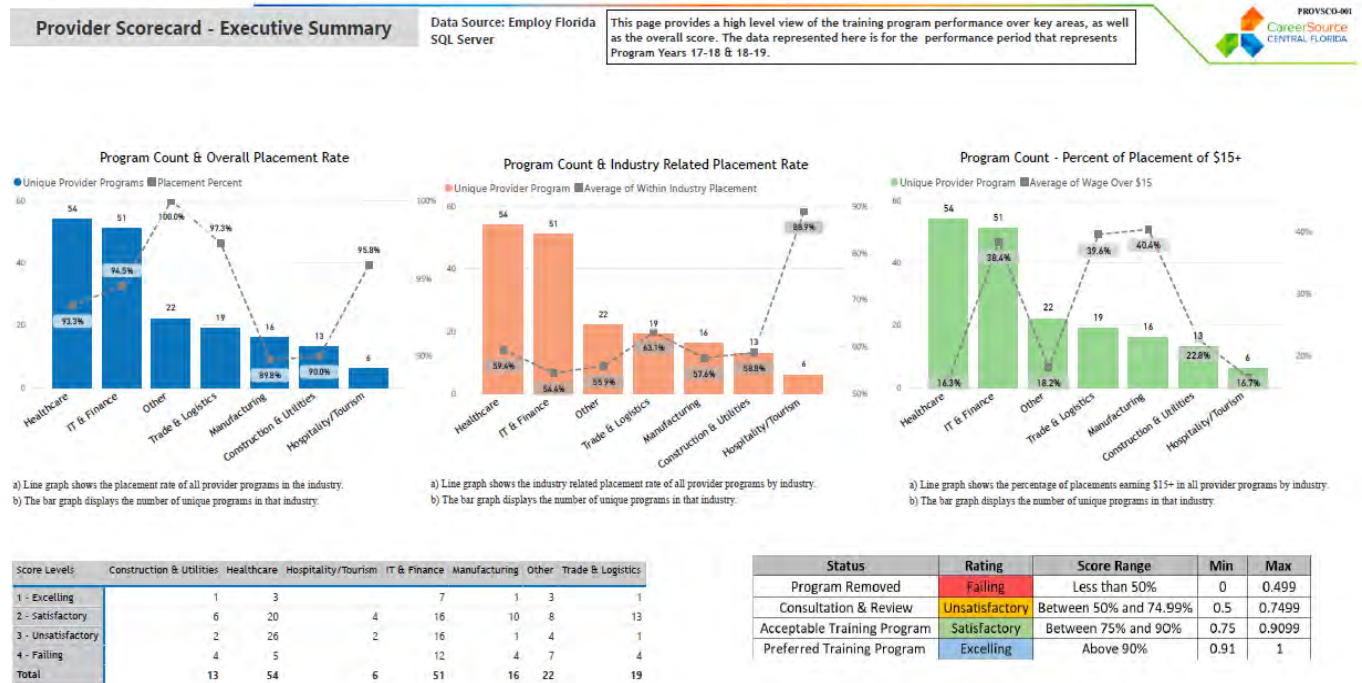
Meetings details will be sent out 60 days prior to the meeting with date and location.

TWO LOCAL MEETINGS			
MANDATORY			
CSCF OFFICE	DAY	SEPT	MARCH
OSCEOLA COUNTY			
1800 Denn John Ln, BLDG CIT, Suite 300, Kissimmee			
LAKE/SUMTER COUNTY			
9909 S US Hwy 441, Leesburg			
ORANGE COUNTY – SE			
5784 S Semoran Blvd, Orlando			
SEMINOLE COUNTY			
1209 W Airport Blvd, Sanford			

TWO REGIONAL MEETINGS			
MANDATORY			
CSCF OFFICE	DAY	DATE	MONTH
LAKE COUNTY			DEC
9909 US Highway 441, Leesburg			
ORANGE COUNTY - West			JUNE
9401 W Colonial Dr, Orlando			

*Updated annually

ATTACHMENT D – Provider Scorecard



ATTACHMENT E – Required Provisions

TRAINING PROVIDER GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

CareerSource Central Florida (“CSCF”) will not award an Agreement where a Training Provider has failed to accept the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this section. In performing its responsibilities under this Agreement, Training Provider hereby certifies and assures that it will fully comply with the following:

1. COMPLIANCE WITH POLICIES AND LAWS

Training Provider shall comply with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the provisions of the Workforce Innovation and Opportunity Act of 2014, the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR Parts 260-265, CSCF Eligible Training Provider Policy Number WIOA 12, and all other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Training Provider agrees that, if applicable, it shall comply with 2 CFR Part 200.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The Training Provider certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

3. INDEPENDENT CONTRACTOR

In the execution of this Agreement and rendering of services prescribed by this Agreement, Training Provider shall always maintain its independent status, and shall be considered an independent contractor in the performance of its duties and responsibilities under this Agreement. CSCF shall neither have nor exercise any control or direction over the methods by which the Training Provider shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this Agreement, act of Training Provider in the performance of this Agreement, or act of CSCF in the performance of this Agreement, shall be construed as making Training Provider the agent, servant or employee of CSCF.

4. CONDITIONS PRECEDENT

Training Provider shall obtain the following insurance coverage and provide to CSCF upon request the following documentation:

- A. A certificate of insurance with a company licensed to do business. Certifying that Training Provider carries Commercial General Liability insurance in the amount of \$1,000,000 aggregate/\$1,000,000 per occurrence. CSCF shall be named an additional insured and shall be granted a waiver of subrogation. CSCF shall receive 30 days written notice prior to any cancellation or material change to the Commercial General Liability insurance policy providing the coverage and limits required by this Agreement. This insurance coverage is subject to approval by CSCF and shall remain in force during the life of this Agreement.
- B. OTHER INSURANCE
CSCF may require Training Provider to furnish additional and/or different insurance coverage, as may be required from time to time under applicable Federal or State laws. In no instance shall the provisions for insurance be deemed to be a release, limitation or waiver of any claim or assessment that the CSCF may have against the Training Provider for any liability of any nature related to performance under this Agreement.
- C. In the event of an Agreement with a governmental organization or state entity, which is self-insured, Training Provider shall be self-insured within the State limit for general liability.

5. INDEMNIFICATION/HOLD HARMLESS

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Training Provider shall be liable, and shall indemnify, defend, and hold harmless CSCF, any of its directors, employees, or agents, officers or assignees, and the Central Florida Regional Workforce Development Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Training Provider or any employee, agent, subcontractor, or representative of the Training Provider.

Training Provider further agrees to indemnify, save harmless and defend the Central Florida Regional Workforce Development Board Consortium, the Board of Commissioners, its agents, servants, and employee harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the Training Provider, or its employees or agents, in the course of the performance of this Agreement, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Central Florida Regional Workforce Development Board Consortium, the County Board of Commissioners, its agents, servant of employees are alleged to be liable.

In the event of any claim or suit against CSCF on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, Training Provider shall furnish to CSCF, when requested, all evidence and information in possession of Training Provider pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CSCF except where Training Provider has agreed to indemnify CSCF or the Central Florida Regional Workforce Development Board Consortium or the County Board of Commissioners.

Nothing in this Agreement shall be construed as waiving sovereign immunity afforded to CSCF under Section 768.28, Florida Statutes.

6. MONITORING

Training Provider agrees to and understands that to ensure compliance with all applicable CSCF procedures and Agreement obligations, it will be responsible for self-monitoring and self-evaluation of all activities conducted under this Agreement and maintaining related documentation for review by CSCF or any of its designees. External monitoring may be conducted by the CSCF. Training Provider shall respond in writing to all findings stated in the monitoring report within 10 working days following receipt thereof. Training Provider agrees to cooperate with any review, monitoring, evaluation or audit by CSCF, the County Commissioners, the Governor of Florida, the U.S. Comptroller General, the U.S. Secretary of Labor, or other designated representatives, and any other authorized State, Federal representative of any training program or course which the Training Provider administers or operates and which is funded, in whole or in part, by CSCF. Training Provider agrees to make available for examination any and all records requested and shall permit such entities to audit, examine, and make excerpts and transcripts, in whole or in part, from such records and to conduct audits of all Agreements, invoices, materials, records of personnel, conditions of employment, and all other data requested. Such access shall be granted during regular office hours of the Training Provider with or without previous announcement and shall include provisions by the Training Provider of suitable workspace for such monitoring, inspection, audit, or investigation to be conducted.

7. AMENDMENT

- A. This Agreement may be amended by CSCF and Training Provider only in writing and properly executed by the parties hereto. Nothing in this section shall excuse the Training Provider from proceeding with this Agreement as originally agreed until a written modification has been fully executed.
- B. Notwithstanding changes due to requirements pursuant to new laws, the CSCF may, from time to time, request changes in the Scope of Work of Training Provider to be performed hereunder. Such changes, including any increase or decrease in the amount of the Training Provider's compensation, which are mutually agreed upon by and between, CSCF and Training Provider, shall be incorporated in written amendments to this Agreement. If CSCF and Training Provider are unable to reach agreement on any equitable adjustments, the CSCF shall make a determination as to the adjustment. If the Training Provider does not agree with the determination, the matter shall be resolved in accordance with CSCF Grievance Procedures.

8. NON-ASSIGNABILITY CLAUSE

This Agreement or any right accruing hereunder shall not be assigned by the Training Provider in whole or in part without the prior written consent of the CSCF. Any assignment in violation hereof shall be invalid.

9. GOVERNING LAW AND VENUE

Venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

10. TERMINATION

Either party may terminate this Agreement at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said Agreement should be terminated for convenience as provided herein, CSCF will be relieved of all obligations under said Agreement and CSCF will only be required to pay that amount of the Agreement actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event CSCF determines that Training Provider's services are not being performed as agreed upon, Training Provider shall be deemed to be in default and CSCF reserves the right to cancel this Agreement with twenty-four hours (24) written notice and to withhold all monies due Training Provider until such time as CSCF, in its sole discretion shall determine whether to have the Agreement services completed by others or to cease the obtaining of services. In the event CSCF determines to have the Agreement completed by others, Training Provider shall be liable for any costs of completion in excess of that called for in this Agreement. In the event CSCF determines not to have the Agreement completed by others, Training Provider shall be paid for the services that is satisfactorily performed prior to termination but, in no event, shall Training Provider be paid for any work not actually performed or for lost profits. If it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and Training Provider shall be entitled to payment only for work performed prior to the termination and to any additional sums. In the event said Agreement is terminated Training Provider shall be required to provide, prior to final payment to Training Provider of sums due hereunder, written notice to CSCF:

- Designating an acceptable custodian of records subject to approval by CSCF; and
- Stating the location of all reports, records and/or other documentation of CSCF funded activities under the Agreement. CSCF shall upon written demand to Training Provider receive and Training Provider shall transfer to CSCF all reports, records and/or other documentation of CSCF funded activities funded under the Agreement. Such reports, records and/or other documentation shall be transmitted to CSCF by Training Provider in a condition acceptable by CSCF for storage.

11. LEGAL REVIEW

The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

12. NOTICES

Any notice, request or demand required or permitted to be given hereunder by either Party to the other shall be effected either by the parties in writing and given personally or mailed certified, return receipt requested, postage prepaid or tele copier with applicable verification of date and time initiated, if mailed the following day, at their respective addresses set forth above, or to such address as such party may provide in writing delivered and effective as provided in this Section 17 from time to time. Notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 5 days after mailing or verified receipt whichever is earlier.

13. RETENTION OF RECORDS

- A. Training Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of 7 years. Training Provider shall maintain complete and accurate record keeping and documentation as required by the CSCF and the terms of this Agreement. Copies of all records and documents shall be made available for the CSCF upon request. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.
- B. To the extent Contractor is acting on behalf of CSCF as provided under Subsection 119.0701 of the Florida Statutes, Training Provider shall:
 - i. Keep and maintain public records required by CSCF to perform the services under this Agreement.
 - ii. Upon request from CSCF's custodian of public records, provide CSCF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Training Provider does not transfer the records to CSCF.
 - iv. Upon completion of the Agreement, transfer, at no cost, to CSCF all public records in possession of Training Provider or keep and maintain public records required by CSCF to perform the service. If the Training Provider transfers all public records to CSCF upon completion of the Agreement, the Training Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Training Provider keeps and maintains public records upon completion of the Agreement, the Training Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCF, upon request from CSCF's custodian of public records, in a format that is compatible with the information technology systems of CSCF.

- C. If the Training Provider fails to provide the public records to CSCF within a reasonable time the Training Provider may be subject to penalties under Section 119.10 of the Florida Statutes.

- D. **IF THE TRAINING PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRAINING PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CSCF'S CUSTODIAN OF PUBLIC RECORDS AT (add telephone number, e-mail address, and mailing address).**

14. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES (29 CFR PART 37 AND 45 CFR PART 80)

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

Training Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Training Provider makes to carry out the WIOA Title I-financially assisted program or activity. Training Provider understands that the United States has the right to seek judicial enforcement of this assurance.

15. EXECUTIVE ORDER 11246 (EEO)

The Training Provider agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requiring that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. It also requires the Training Provider to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

16. INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

17. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Training Provider certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the

undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Training Provider, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Training Provider shall report any violations of the above to the Board. The Training Provider will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

19. ENERGY EFFICIENCY

Training Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida’s Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

20. ENVIRONMENTAL STANDARDS

Training Provider will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

21. ACCESSIBILITY TO HANDICAPPED AND LIMITED ENGLISH-SPEAKING

Training Provider certifies they are compliant and shall conduct all activities under the Agreement in accordance with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to the disabled and the limited English-speaking. Training Provider shall assure that programs and activities under this Agreement are accessible to the disabled without discrimination, including:

- a. making reasonable accommodation for an individual's disability;
- b. the provision of services in the most integrated setting appropriate to the needs of the disabled individual;
- c. providing auxiliary aids for the vision and hearing-impaired during recruitment, referral, and assessment of prospective program job seekers. Training Provider shall maintain the physical facilities utilized under this Contract as accessible to the disabled in accordance with the applicable standards of the General Services Administration or shall submit to CSCF an alternate plan for access by the disabled to services provided under this Agreement.

22. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Training Provider agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Training Provider shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program. CSCF’s approval is required prior to

Training Provider distributing, advertising, communicating, public announcement or sending any outreach material containing references to CSCF or CSCF WIOA funded training services.

23. CONFIDENTIALITY

It is understood that the Training Provider shall maintain the confidentiality of any information, regarding CSCF customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Training Provider shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CSCF for purposes related to the performance or evaluation of the Agreement may be divulged to CSCF or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CSCF. No release of information by Training Provider, if such release is required by Federal or State law, shall be construed as a breach of this Section.

24. NO THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by CSCF or Training Provider to be sued by third parties in any manner arising out of any contract.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 619- Collegiate High School Program Agreement- LSSC and Lake County
Schools

OVERVIEW:

We are required by statute to update and sign new Collegiate High School Agreements each year with our local school districts.

ANALYSIS:

There were no state-mandated changes to the Collegiate High School template and no substantive changes were made to the Dual Enrollment/Collegiate High School-related statutes. This agreement was edited for language consistency and general updates. The College Attorney has reviewed and approved these minor changes to this agreement.

RECOMMENDATION:

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

**COLLEGIATE HIGH SCHOOL DUAL ENROLLMENT
AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA
AND THE DISTRICT BOARD OF TRUSTEES, LAKE-SUMTER STATE COLLEGE**

The Agreement is entered into by and between the School Board of Lake County, Florida, ("LCSB") and Lake-Sumter State College District Board of Trustees (LSSC) concerning Advanced Instruction (Dual Enrollment) and the Collegiate High School Program as described in Senate Bill 850 (Collegiate High School Program). The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via the Dual Enrollment Collegiate High School Program effective July 1, 2020 and ending June 30, 2021.

This Agreement is being entered into between the parties in accordance with 2020-21 LSSC/LCSB Dual Enrollment Agreement that governs dual enrollment effective July 1, 2020 and ending June 30, 2021. This agreement shall be revised and reviewed on an annual basis in coordination with the annual Dual Enrollment Agreement. The LCSB Superintendent or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards.

I. DESCRIPTION OF THE PROGRAM

Overview of the Collegiate High School Program

The LSSC Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school. The Collegiate High School Program, also known as Early Admission, is a form of dual enrollment through which eligible high school students enroll at LSSC on a full-time basis in courses that are creditable toward the high school diploma and the Associate or baccalaureate degree. The LSSC Collegiate High School Program includes two tracks: an AA degree track and a Technical Certificate/AS degree track.

Pursuant to Senate Bill 850 (§1007.273), at a minimum a collegiate high school program:

- Is available to eligible public school students in grade 12;
- Allows eligible students to participate for at least one full school year;
- Allows eligible students to earn CAPE industry certifications; and
- Allows eligible students to complete 30 college credit hours through dual enrollment

Location of the Collegiate High School Program

Pursuant to Senate Bill 850, eligible students may complete 30 college credit hours through the Collegiate High School Program by taking courses offered on the high school campus, at the college, through online LSSC courses, or any combination thereof.

Grade level to be included

Student must be classified as a full-time LCSB senior in secondary coursework on or before the first day of the college semester for which they are enrolling.

II. DELINEATION OF THE COURSES AND INDUSTRY CERTIFICATIONS OFFERED, INCLUDING ONLINE COURSE AVAILABILITY HIGH SCHOOL AND COLLEGE CREDITS EARNED

Each year, LSSC and LCSB will collaboratively develop a class schedule available to LCSB students for both Collegiate High School Program tracks. These classes must adhere to the [Dual Enrollment Course-High School Subject Area Equivalency List](#). New high-school campus-based course offerings must be negotiated each year through the established LSSC process in collaboration with the Dean for General Education and Transfer programs.

LCSB and LSSC adhere to the Florida [Dual Enrollment Course-High School Subject Area Equivalency List](#) in identifying LSSC college credit courses available to high school students through dual enrollment. LSSC does not offer all courses on the equivalency list and not all LSSC courses are offered each semester. Students will be advised by their high school counselors and LSSC Dual Enrollment staff to enroll in classes identified in their LSSC Academic Advising Guide and the mandated Collegiate High School Program Student Performance Contract.

Courses and programs not available to dual enrollment, including Collegiate High School Program students:

- LSSC independent study courses
- LSSC developmental courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Students are not permitted to audit any LSSC course
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through dual enrollment, including the Collegiate High School Program

Industry Certifications

Both LCSB and LSSC currently offer courses leading to [CAPE industry certifications and credentials](#). All Collegiate High School Program students will be afforded opportunities to take courses that lead to certifications and credentials. Collegiate High School Program students will receive the necessary preparation and support to complete certification/credential testing while participating in the program.

Online course availability

Collegiate High School students are eligible to enroll in fully online, hybrid and technology enhanced courses provided that these courses are approved by the high school counselor and LSSC Dual Enrollment staff.

III. STUDENT ELIGIBILITY CRITERIA

Initial dual enrollment eligibility requirements: (§1007.271)

- College credit: 3.0 unweighted high school GPA.
- Workforce/career credit: 2.0 unweighted high school GPA.
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315 and as outlined in the 2020-21 annual Dual Enrollment Agreement.
- A student projected to graduate from high school before the scheduled completion date of a college course may not register for that course through dual enrollment.

Additional the Collegiate High School Program eligibility requirements:

- Student must be classified as a full- time LCSB senior in secondary coursework on or before the first day of the college semester for which they are enrolling.

- Student must have an unweighted 3.0 high school GPA.
- Students must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Student must have a minimum 3.0 LSSC GPA.
- Continued eligibility for Early Admission requires the maintenance of a 3.0 LSSC GPA and 3.0 high school GPA.
- Must be in good conduct standing at both the LCSB high school of record and LSSC.
- Must pass all EOC requirements for high school graduation prior to enrolling in the Collegiate High School Program.

IV. ENROLLMENT PROCESSES

Process by which students register for courses

Collegiate High School Program students must register for courses online using LOIS, LSSC's online course management system.

Once registered, Collegiate High School Program students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Maximum course loads

Collegiate High School Program students must enroll in a minimum of twelve (12) credits and may enroll in a maximum of eighteen (18) credits each fall and spring semester. Pursuant to Senate Bill 850, a Collegiate High School program allows eligible students to complete 30 college credit hours in their senior year.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#) and [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a "W" on the high school and the college transcripts. All grades, including "W" for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC's posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

V. DESCRIPTION OF THE METHODS, MEDIUM AND PROCESS BY WHICH STUDENTS AND PARENTS ARE INFORMED OF THE OPTION TO PARTICIPATE

Students and parents are notified of the option to participate in Dual Enrollment during annual academic planning in middle school and high school. Students and parents also receive information concerning Dual Enrollment opportunities through the following: individual student advisement with the School Counselor, the Student Progression Plan, school websites, and other district communications.

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC dual enrollment webpage](#).

VI. IDENTIFICATION OF STUDENT ADVISING AND PROGRESS MONITORING MECHANISMS & COLLEGE-LEVEL EXPECTATIONS

Academic Advising

School Counselors and LSSC Academic Advisors provide academic advisement and guidance services to Collegiate High School Program students. These services may include but are not limited to: individual and/or classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, meta-major/transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Academic Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Collegiate High School Program eligibility during individual advising sessions with the School Counselors and with the LSSC Dual Enrollment staff. Collegiate High School Program students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per subsequent semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

Student Performance Contract

Pursuant to Senate Bill 850 (FS.1007.273), each student participating in a collegiate high school program must enter into a student performance contract which must be signed by the student and LSSC dual enrollment staff member. The performance contract must include the schedule of courses, by semester, and industry certifications to be taken by the student, attendance requirements, and course grade requirements. The performance contract will be completed at time of admission into the Collegiate High School Program with LSSC dual enrollment staff.

Ongoing monitoring for continued participation in Dual Enrollment

Students seeking to continue taking LSSC academic credit through the Collegiate High School Program must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. Collegiate High School Program students must maintain a 3.0 unweighted high school GPA and 3.0 cumulative LSSC GPA for continued eligibility. School Counselors confirm high school GPA eligibility before approving student courses each semester.

School Counselors and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Collegiate High School Program eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue the Collegiate High School Program or participation. A student that no longer meets the Collegiate High School Program or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

VII. DESCRIPTION OF PROGRAM REVIEW PROTOCOLS AND STUDENT PERFORMANCE REPORTING MECHANISMS

Student Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. the Collegiate High School Program students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC's Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, neither the school district nor the school of record can make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

A grade of "C" or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of "D" or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of "D" or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of "D". Students should contact the appropriate postsecondary institution for transferability of credit. A grade of "I" may be assigned in extreme circumstances. Incomplete "I" grades not completed within LSSC's designated timeframe automatically convert to an "F" grade on both the high school and college transcripts and calculate as "F" in computing both the high school and the college GPAs. Withdrawals ("W") are not included in calculating the high school or college GPA.

Students wishing to appeal a course grade must follow LSSC's grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Collegiate High School Program students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Director of Student Development using LSSC's administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

Transmission of student grades to the School District

LSSC collects and shares grade data with the LCSB using a secure online system. The LCSB will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, LSSC will provide LCSB with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

VIII. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Collegiate High School Program students seeking academic accommodations for college-based or online courses should register with LSSC's Student Accessibility Services Office, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XIV. DESCRIPTION OF THE FUNDING ARRANGEMENTS

Registration, matriculation and laboratory fees

Per §1007.271 (2), Collegiate High School Program students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per §1007.271 (17), LCSB loans dual enrollment students the required textbooks and provides electronic access codes, free of charge, to Collegiate High School Program students. Collegiate High School Program textbooks are the property of the LCSB and all LCSB textbook policies apply. Collegiate High School Program students registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. such ancillary materials are purchased at the student's expense.

Instructional cost arrangements

Per §1007.271 (21) (n) (1), School Districts shall pay the standard tuition rate per credit hour (\$71.98) in the fall and spring semesters from funds provided in the Florida Education Finance Program to LSSC providing instruction does not take place on a high school campus. LSSC will charge no tuition or fees for dual enrollment classes when instruction is paid for and provided by LCSB on LCSB property. When dual enrollment is provided on a LCSB High School campus by LSSC faculty, LCSB shall reimburse the cost associated with LSSC's proportion of salary and benefits and actual costs to provide the instruction. LCSB will not be invoiced for any student tuition during the summer semester. LSSC shall provide LCSB itemized tuition invoices following established LSSC third party billing procedures and timelines. Per §1007.271, F.S., LSSC cannot accept payment for courses from Dual Enrollment students or their parents.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) and the LCSB Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

SCHOOL BOARD OF LAKE COUNTY, FLORIDA

Ms. Diane Kornegay, Superintendent

Chair, School Board of Lake County, Florida

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley M. Sidor, President

Chair, District Board of Trustees

DATE



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

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Schools

OVERVIEW:

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ANALYSIS:

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RECOMMENDATION:

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AGREEMENT BETWEEN THE SCHOOL BOARD OF SUMTER COUNTY, FLORIDA
AND THE DISTRICT BOARD OF TRUSTEES, LAKE-SUMTER STATE COLLEGE**

The Agreement is entered into by and between the School Board of Sumter County, Florida, ("SCSB") and Lake-Sumter State College District Board of Trustees (LSSC) concerning Advanced Instruction (Dual Enrollment) and the Collegiate High School Program as described in Senate Bill 850 (Collegiate High School Program). The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via the Dual Enrollment Collegiate High School Program effective July 1, 2019 and ending June 30, 2020.

This Agreement is being entered into between the parties in accordance with 2019-20 LSSC/SCSB Dual Enrollment Agreement that governs dual enrollment effective July 1, 2019 and ending June 30, 2020. This agreement shall be revised and reviewed on an annual basis in coordination with the annual Dual Enrollment Agreement. The SCSB Superintendent or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards.

I. DESCRIPTION OF THE PROGRAM

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Pursuant to Senate Bill 850 (§1007.273), at a minimum a collegiate high school program:

- Is available to eligible public school students in grade 12;
- Allows eligible students to participate for at least one full school year;
- Allows eligible students to earn CAPE industry certifications; and
- Allows eligible students to complete 30 college credit hours through dual enrollment

Location of the Collegiate High School Program

Pursuant to Senate Bill 850, eligible students may complete 30 college credit hours through the Collegiate High School Program by taking courses offered on the high school campus, at the college, through online LSSC courses, or any combination thereof.

Grade level to be included

Student must be classified as a full-time SCSB senior in secondary coursework on or before the first day of the college semester for which they are enrolling.

II. DELINEATION OF THE COURSES AND INDUSTRY CERTIFICATIONS OFFERED, INCLUDING ONLINE COURSE AVAILABILITY HIGH SCHOOL AND COLLEGE CREDITS EARNED

Each year, LSSC and SCSB will collaboratively develop a class schedule available to SCSB students for both Collegiate High School Program tracks. These classes must adhere to the [High School Subject Area Equivalency List](#). New high-school campus-based course offerings must be negotiated each year through the established LSSC process in collaboration with the Dean for General Education and Transfer programs.

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- LSSC developmental courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Students are not permitted to audit any LSSC course
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Both SCSB and LSSC currently offer courses leading to [CAPE industry certifications and credentials](#). All Collegiate High School Program students will be afforded opportunities to take courses that lead to certifications and credentials. Collegiate High School Program students will receive the necessary preparation and support to complete certification/credential testing while participating in the program.

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Collegiate High School students are eligible to enroll in fully online, hybrid and technology enhanced courses provided that these courses are approved by the high school counselor and LSSC Dual Enrollment staff.

III. STUDENT ELIGIBILITY CRITERIA

Initial dual enrollment eligibility requirements: (§1007.271)

- College credit: 3.0 unweighted high school GPA.
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- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315 and as outlined in the 2019-20 annual Dual Enrollment Agreement.
- A student projected to graduate from high school before the scheduled completion date of a college course may not register for that course through dual enrollment.

Additional the Collegiate High School Program eligibility requirements:

- Student must be classified as a full- time SCS senior in secondary coursework on or before the first day of the college semester for which they are enrolling.
- Student must have an unweighted 3.0 high school GPA.

- Students must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Student must have a minimum 3.0 LSSC GPA.
- Continued eligibility for Early Admission requires the maintenance of a 3.0 LSSC GPA and 3.0 high school GPA.
- Must be in good conduct standing at both the SCS high school of record and LSSC.
- Must pass all EOC requirements for high school graduation prior to enrolling in the Collegiate High School Program.
- Sumter County: Students must enroll in one course at SCS secondary school of enrollment while participating in Early Admission.

IV. ENROLLMENT PROCESSES

Process by which students register for courses

Collegiate High School Program students must register for courses online using LOIS, LSSC's online course management system.

Once registered, Collegiate High School Program students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the posted fee payment deadline and/or add/drop deadline will result in the student being dropped from all courses. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Once registered, a registration hold will be placed on the student's account until the add/drop deadline. Students seeking to make changes to their schedule must contact LSSC Academic Advising to have their hold lifted. Once schedule changes are made, students must repeat the course approval process through their School Counselor prior to the posted add/drop deadline.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#), [LSSC webpage](#), and [LSSC dual enrollment webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a "W" on the high school and the college transcripts. All grades, including "W" for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC's posted withdrawal deadline.

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VII. DESCRIPTION OF PROGRAM REVIEW PROTOCOLS AND STUDENT PERFORMANCE REPORTING MECHANISMS

Program analysis and review

LSSC will collect and compile the Collegiate High School Program data to develop the *LSSC Dual Enrollment Research Review* to be updated and distributed once per semester. Data requests beyond semester grade and enrollment reports must be submitted by the requesting party with minimum 30 days advance notice.

Student Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. the Collegiate High School Program students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC's Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, neither the school district nor the school of record can make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

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LSSC collects and shares grade data with the SCSB using a secure online system. The SCSB will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, LSSC will provide SCSB with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

VIII. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Collegiate High School Program students seeking academic accommodations for college-based or online courses should register with LSSC's Office for Students with Disabilities, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XIV. DESCRIPTION OF THE FUNDING ARRANGEMENTS

Registration, matriculation and laboratory fees

Per §1007.271 (2), Collegiate High School Program students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per §1007.271 (17), SCSB loans dual enrollment students the required textbooks and provides electronic access codes, free of charge, to Collegiate High School Program students. Collegiate High School Program textbooks are the property of the SCSB and all SCSB textbook policies apply. Collegiate High School Program students registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. such ancillary materials are purchased at the student's expense.

Instructional cost arrangements

Per §1007.271 (21) (n) (1), School Districts shall pay the standard tuition rate per credit hour (\$71.98) in the fall and spring semesters from funds provided in the Florida Education Finance Program to LSSC providing instruction does not take place on a high school campus. LSSC will charge no tuition or fees for dual enrollment classes when instruction is paid for and provided by SCSB on SCSB property. When dual enrollment is provided on a SCSB High School campus by LSSC faculty, SCSB shall reimburse the cost associated with LSSC's proportion of salary and benefits and actual costs to provide the instruction. SCSB will not be invoiced for any student tuition during the summer semester. LSSC shall provide SCSB itemized tuition invoices following established LSSC third party billing procedures and timelines. Per §1007.271, F.S., LSSC cannot accept payment for courses from Dual Enrollment students or their parents.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) and the SCSB Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

SCHOOL BOARD OF SUMTER COUNTY, FLORIDA

Mr. Richard Shirley, Superintendent

Chair, School Board of Sumter County, Florida

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley Sidor, President

Chair, District Board of Trustees

DATE



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 621- The Villages Early College Program Memo of Understanding

OVERVIEW:

Each year, we review and edit the LSSC/Villages Early College Program Memo of Understanding with our partners at the Villages Charter High School.

ANALYSIS:

This agreement has minor edits. The College Attorney has reviewed and approved these changes to this agreement.

RECOMMENDATION:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT BOARD OF TRUSTEES OF
LAKE-SUMTER STATE COLLEGE AND
THE VILLAGES CHARTER SCHOOL, INC.
RELATING TO OPERATION OF EARLY COLLEGE SITE**

This Memorandum of Understanding ("Agreement") made by and between The District Board of Trustees of Lake-Sumter State College, a political subdivision of the State of Florida (the "TRUSTEES"), and the Villages Charter School, Inc. (the "SCHOOL") effective July 1, 2020 and ending June 30, 2021. Collectively, the TRUSTEES and SCHOOL may be referred to as the "PARTIES."

RECITALS

Whereas, the program shall be known as the Lake-Sumter State College/Villages Charter School Early College Site (the "Program"); and

Whereas, the purpose of this Agreement is to provide for the operation of the Program at the SCHOOL only for students of the SCHOOL with financial support and other support provided by the SCHOOL as hereinafter described; and

Whereas, the PARTIES desire to acknowledge their intentions in this written Agreement, and each commit to the responsibilities set forth herein; and

Whereas, this Agreement is entered into pursuant to and in accordance with all applicable provisions of Florida law.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. **RECITALS**. The Recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.
2. **TERM OF AGREEMENT**. The term of this Agreement will be from July 1, 2020 to June 30, 2021. The TRUSTEES will implement the Program at the SCHOOL for classes to be offered only for TRUSTEES' fall and spring semesters. This agreement may be renewed upon written agreement of both PARTIES. If either party desires to renew the Agreement they should notify the other party at least sixty (60) days prior to the expiration of the Agreement.
3. **EARLY COLLEGE SITE COORDINATOR**. TRUSTEES will employ the Early College Site Coordinator, who will work cooperatively with SCHOOL'S administration, faculty & staff to support all Dual Enrollment students. In the area of Academic Affairs the Early College Site Coordinator's duties include, but are not limited to, assisting in the supervision and assessment of faculty members; recommending and coordinating courses, days, times, and instructors for class schedules; assisting with planning and coordination of adjunct faculty orientation; coordinating and assisting in the recruitment and selection of adjunct faculty and mentoring of new faculty; responsible for student advising functions to fulfill department duties, as directed by the respective Dean, in matters of grade appeals and student grievances; assisting with course content and curriculum in keeping catalog information current, complete, and accurate; facilitating textbook adoption and circulation; and holding meetings with

department faculty on a regularly scheduled time frame. In the area of Student Services the Early College Site Coordinator's duties include, but are not limited to, recruiting students for dual enrollment program, serving as the primary point of contact for dual enrolled VHS students and their parents, teaching courses if needed, advising students regarding high school and college requirements, coordinating registration for students, monitoring academic progress of students, coordinating textbook distribution/collection. Scheduling of hours for this position will be worked out collaboratively between the hiring supervisor at the college and high school administrative personnel.

4. **FUNDING.** The SCHOOL shall provide the TRUSTEES funding and support for on-site coordination and services to SCHOOL students. The budget is based on the assumption that 60% of the Site Coordinator position would serve the SCHOOL program and the remaining 40% of the time would be assigned to TRUSTEES work. Services include, but are not limited to, learning center, library, and technology support as more particularly described below:
 - A. **EARLY COLLEGE SITE COORDINATOR.** SCHOOL will make a maximum payment of \$3,000 per month for the Early College Site Coordinator, who will be hired by and be an employee of TRUSTEES. SCHOOL will make a payment on the first day of each month commencing thirty (30) days after employment of coordinator.
 - B. **LEARNING CENTER SERVICES.** SCHOOL will pay a maximum of \$2,000 per year during the term of this Agreement for training for Learning Center services for the Program. This training will be done on an as-needed basis as determined by mutual agreement of the PARTIES.
 - C. **LIBRARY SUPPORT & INSTRUCTION.** SCHOOL will pay a maximum of \$1,000 per year during the term of this Agreement for training and support for Library instruction for the Program. This training and support will be done on an as-needed basis as determined by mutual agreement of the PARTIES.
 - D. **IT SUPPORT.** SCHOOL will provide in-kind support to provide a network and connectivity capable of allowing access for SCHOOL's Dual Enrollment students to TRUSTEES network, student email and LOIS, Library databases, Learning Center, Collaborate and other services as needed.
 - E. **HIGH SCHOOL INSTRUCTORS.** SCHOOL will provide, at its sole discretion, the course instructors for the Program. TRUSTEES reserve the right to approve the qualifications of instructors for TRUSTEES course assignments based on SACS criteria and LSSC Faculty Qualifications Manual. The PARTIES will mutually agree on the number and types of courses that will be offered under the Program.
 - F. **HIGH SCHOOL TUTORS.** SCHOOL will provide such tutoring services to the Program as the PARTIES deem appropriate.
 - G. **PAYMENT.** Payment under 4.B. and C. above will be due and payable to TRUSTEES within thirty (30) days after an appropriate invoice is remitted to the SCHOOL.
5. **CURRICULUM.** The curriculum offered through the Program is identified in the Lake-Sumter State College Site Substantive Change Prospectus. If the TRUSTEES decide to make any changes to the curriculum or schedule, then the TRUSTEES agree to notify the SCHOOL of the proposed changes at

least one hundred twenty (120) days prior to the next semester. However, if the TRUSTEES are mandated by an accrediting agency, or state or federal law to make changes to the curriculum or schedule, then TRUSTEES' obligation to notify SCHOOL at least one hundred twenty (120) days prior to the next semester is waived.

6. **ELIGIBILITY.** SCHOOL will determine which students are eligible to participate in the Program based upon current entry level criteria established by the Florida Department of Education and the TRUSTEES Inter-institutional Articulation Agreement with the Villages Charter School, Inc. Only full-time students of the SCHOOL are eligible to participate in the Program.
7. **FURTHER AGREEMENT/S.** TRUSTEES and the SCHOOL acknowledge future agreements between the PARTIES may be necessary. The PARTIES each agree to work cooperatively in developing such other agreements as may be necessary from time to time.
8. **DEFAULT, TERMINATION AND ENFORCEMENT OF AGREEMENT.**
 - A. The PARTIES may terminate this Agreement at any time provided such termination is mutually agreeable and the terms are reduced to writing and signed by all PARTIES.
 - B. If for any cause other than something outside either party's control, the SCHOOL or the TRUSTEES shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within fifteen (15) calendar days after receiving written notice of such default from the non-defaulting party, in addition to any other rights and remedies available to it, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party five (5) business days prior written notice of its intent to terminate (such five (5) day period to commence upon the defaulting party's receipt of such notice). Notice shall be provided to the undersigned persons at the address listed.
 - C. If this agreement is terminated under either subsection A or B above, notwithstanding that termination may be immediately, the PARTIES shall continue to teach current students enrolled in the Program until the end of the then current semester so students can complete the semester and payments to TRUSTEES for coordinator shall continue until the end of the then current semester.
9. **REPRESENTATIONS AND WARRANTIES.**
 - A. The TRUSTEES represents and warrants to the SCHOOL that: (i) the District Board of Trustees of Lake-Sumter State College is a duly authorized and existing political subdivision of the State of Florida; (ii) the TRUSTEES have the full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of the TRUSTEES is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the TRUSTEES, enforceable in accordance with its terms.

B. The SCHOOL represents and warrants to the TRUSTEES that: (i) The Villages Charter School, Inc. is a Florida corporation; (ii) the SCHOOL has the full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of the SCHOOL is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the SCHOOL, enforceable in accordance with its terms.

10. **ASSIGNMENT.** Neither TRUSTEES nor SCHOOL may assign any rights or delegate any duties under this Agreement without the written consent of the other party.

11. **NOTICES.** All notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) calendar days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, or upon the date delivered by overnight courier (signature required) and addressed:

TO THE TRUSTEES: Office of the President
Lake-Sumter State College
9501 U. S. Highway 441
Leesburg, Florida 34788

TO THE SCHOOL: Director of Education
Dr. Randy McDaniel
350 Tatonka Terrace
The Villages, Florida 32162

12. **WAIVER.** No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effect only through a written modification to this Agreement.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall be in Sumter County, Florida.

14. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

15. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

16. **DRAFTING OF AGREEMENT.** This Agreement has been drafted and negotiated by the TRUSTEES and the SCHOOL and the same shall not be construed against either party.

17. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the PARTIES relating to the preparation of the prospectus and no change will be valid unless made by supplemental written agreement executed by both PARTIES.
18. **SEVERABILITY**. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any other part of any section of this Agreement provided that the PARTIES continue to enjoy the intended benefits for which they entered this Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE,

APPROVED:

Dr. Stanley Sidor, President

Dated: _____

Chair, District Board of Trustees

Dated: _____

THE VILLAGES CHARTER SCHOOL, INC.,

APPROVED:

Dr. Randy McDaniel, Director of Education

Dated: _____

Chair, Villages Charter School, Inc

Dated: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

LEGAL COUNSEL



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 622- Dual Enrollment Articulation Agreements

OVERVIEW:

We are required by statute to update and sign new Dual Enrollment Agreements each year. The agreements included under this action include:

- 2020-21 Lake County Schools/LSSC Dual Enrollment agreement
- 2020-21 Sumter County Schools/LSSC Dual Enrollment agreement
- 2020-21 Home Education/LSSC Dual Enrollment agreement
- 2020-21 Non-public school/LSSC Dual Enrollment agreement
- 2020-21 Villages Early College Program/LSSC Dual Enrollment agreement

ANALYSIS:

There were no state-mandated changes to the Dual Enrollment template and no changes were made to the Dual Enrollment-related statutes. These agreements were edited mostly for language consistency, operating changes, and to include language from the Executive Order related to Dual Enrollment eligibility testing. The College Attorney has reviewed these changes to the agreements.

RECOMMENDATION:

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

DUAL ENROLLMENT AGREEMENT

BETWEEN

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

AND

**DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE**

2020-2021

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2020-2021 DUAL ENROLLMENT AGREEMENT BETWEEN LAKE COUNTY SCHOOL BOARD AND LAKE-SUMTER STATE COLLEGE

I. THE DUAL ENROLLMENT AGREEMENT

The Agreement is entered into by and between The School Board of Lake County, Florida ("LCSB") and Lake-Sumter State College District Board of Trustees ("LSSC"), collectively known as the "Partners." The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via dual enrollment effective July 1, 2020 and ending June 30, 2021.

Description of the Dual Enrollment program and the Agreement

The Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school. Early Admission is a form of dual enrollment through which eligible high school students enroll at LSSC on a full-time basis in courses that are creditable toward the high school diploma and the Associate degree.

The purpose of the Agreement is to develop and implement a comprehensive acceleration program for public high school students, reducing the time needed to complete the requirements of a high school diploma and a college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students.

The Agreement delineates institutional responsibilities to inform students and parents about articulated acceleration program options, eligibility criteria to ensure college readiness, the process for monitoring student performance, and the criteria by which the quality of dual enrollment programs are to be judged. Via the provisions of this Agreement, the Partners are committed to sharing resources, forming partnerships with private industries, and implementing innovative strategies, student and faculty workshops, and parental involvement activities that serve the needs of the local community.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this Agreement or from the activities of the staff, students, and faculty, as aforesaid under the provisions of the Agreement.

Amendments to the Agreement

The Agreement shall continue from July 1, 2020, and end June 30, 2021, and shall be revised and reviewed on an annual basis. The LCSB Superintendent or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards. The Agreement, once signed by the Partners and submitted to the State, can only be amended in accordance with Florida Rules and will remain in effect throughout the academic year for which established. All parties agree to abide by any Florida Department of Education rule changes, regarding college credit Dual Enrollment; due to take effect during the relevant academic year. Should either of the Partners initiate a modification or amendment to the Agreement, LCSB and LSSC will develop an action plan. The final amendment will go to both the LCSB and the LSSC Board of Trustees for formal approval.

II. STUDENT AND PARENT PARTICIPATION NOTIFICATION

Students and parents are notified of the option to participate in Dual Enrollment during annual academic planning in middle school and high school. Students and parents also receive information concerning Dual Enrollment opportunities through the following: individual student advisement with the School Counselor, the Student Progression Plan, school websites, and other district communications.

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC dual enrollment webpage](#).

III. COURSES AND PROGRAMS AVAILABLE TO DUAL ENROLLMENT STUDENTS

Pursuant to Florida Statute § 1007.27, Dual Enrollment course options are intended to shorten the time necessary for a student to complete the requirements associated with the completion of a high school diploma and a postsecondary degree, broaden the scope of curricular options available at the high school, and increase the depth of study available.

The Partners will guide students toward courses that supplement rather than supplant what is available at the student's school of record. LSSC will advise each student in the development of an LSSC Advising Guide that aligns Dual Enrollment and Early Admission course selections to high school and LSSC graduation requirements. The Partners will advise dual enrollment students to prioritize enrollment in academic core courses that meet educational degree objectives, meta-major/transfer plan requirements, general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Partners will adhere to the [Dual Enrollment Course – High School Subject Area Equivalency List](#) in identifying LSSC college credit courses available to high school students through dual enrollment. LSSC does not offer all courses on the equivalency list and not all LSSC courses are offered each semester.

Courses and programs not available to dual enrollment students:

- LSSC independent study courses
- LSSC developmental education courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Dual Enrollment students are not permitted to audit any LSSC course

Magnets, Academies, Workforce demands and access to acceleration mechanisms

This Agreement does not include magnets or academies.

IV. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS

Statutory eligibility requirements: (Florida Statutes § 1007.271)*

- College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in F.A.C. 6A-10.0315. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- Be a student in grades 6-12 in an eligible school.
- Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

*please see “Florida Department of Education Emergency Order 2020 EO-02” section for eligibility requirements from 5/13/20-12/31/20.

Additional initial Dual Enrollment eligibility requirements:

- Student must attend an LCSB high school full-time;
- Student should be classified as a junior or senior in secondary coursework on or before the first day of the college semester for which they are enrolling. Students in 6th-10th grades may request to participate in dual enrollment through their School Counselor;
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through dual enrollment;
- Must be in good conduct standing at both the LCSB high school of record and LSSC

Additional dual enrollment eligibility requirements for Early Admission:

- Student must be classified as a full- time LCSB senior in secondary coursework on or before the first day of the college semester for which they are enrolling.
- Student must have an unweighted 3.0 high school GPA.
- Students must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Student must have a minimum 3.0 LSSC GPA.
- Continued eligibility for Early Admission requires the maintenance of a 3.0 LSSC GPA and 3.0 high school GPA.
- Must be in good conduct standing at both the LCSB high school of record and LSSC.
- Must pass all EOC requirements for high school graduation prior to enrolling as Early Admission.

Specialized Dual Enrollment Programs Eligibility Guidelines

- Lake County: Eligibility requirements for HSCA Scholars are outlined in the HSCA Operations Agreement.

Piloting new partnership initiatives to improve access to higher education

The Partners will collaborate to pilot new initiatives that will increase access to higher education through dual enrollment for Lake and Sumter county students. All future pilot initiatives will be negotiated by the Partners in accordance with Florida Rules.

Common placement testing

In accordance with F.A.C. 6A-10.0315, students must successfully complete all sections of a common placement test, through scores on a single test or combination of tests, and meet all college ready cut score requirements as a prerequisite to Dual Enrollment eligibility and participation. LSSC accepts the highest test scores on any of the tests or combination of tests identified in the table below.

MINIMUM TEST SCORES FOR STATUTORY DUAL ENROLLMENT ELIGIBILITY			
TEST	READING	WRITING	MATH
PERT	106	103	114
ACT	19	17	19
SAT taken after March 2016:	24	25	24

LSSC offers PERT Testing on all three campuses and at the student’s expense. Prospective Dual Enrollment students who wish to PERT Test at LSSC should register online for their testing session and pay the required fee at the Cashier/Enrollment Services Office prior to the testing session. Students wishing to test at LSSC must provide a state-issued ID when checking in to test.

Florida Department of Education Emergency Order 2020 EO-02

In response to the COVID-19 public health crisis, the Commissioner of Education suspended the testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3). Technical guidance was then subsequently provided by the Florida College System.

As a result, the following requirements for initial dual enrollment eligibility from 5/13/20-12/31/20 shall be in place and will supersede previous statutory requirements as outlined in the Emergency Order.

- 1) College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- 2) Demonstrated readiness for college coursework as demonstrated through local measures on the PSAT/NMSQT, FSA scores, or EOC scores described below. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- 3) Be a student in grades 6-12 in an eligible school.
- 4) Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

Local Measures:

Assessment	Section	Minimum Score	LSSC Level	LSSC Course(s)
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Evidence-Based Reading and Writing (EBRW):	430	English & Reading	ENC 1101
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	480	College-ready Mathematics	MAT 1033 MAT 1100
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	530	College level placement	MAC 1105 MGF 1106 MGF 1107
FSA	ELA	Level 4 or 5	English & Reading	ENC 1101
FSA	Mathematics	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100
EOC	Algebra 1 or Geometry	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100

PERT Pilot Program

In order to increase access to higher education through dual enrollment for students, the PERT Pilot project will be implemented to provisionally admit students to the Dual Enrollment program who have passed two of the three PERT sections. Participants in this pilot program may only enroll in fall and spring courses. Otherwise eligible students who have met college ready cut scores on the PERT in Reading and Writing will only be eligible to enroll for SLS 1501, SLS 1401, ENC 1101 and ENC 1102. Students who have met college-ready cut scores on the PERT in Reading and Math will only be eligible to enroll for MAT 1033 and MAC 1105 (as determined placement score).

Participants in the PERT Pilot will be identified by the School Counselor and will complete a modified application and registration process. All application materials must be received by August 1st for fall or December 1st for spring. Participants in this pilot are responsible for completing all required enrollment steps for dual enrollment students.

This pilot is not open to students seeking initial dual enrollment eligibility from 5/13/20-12/31/20 in accordance with Education Emergency Order 2020-EO-02.

V. PROCESS TO PARTICIPATE IN DUAL ENROLLMENT

Established deadlines

Dual Enrollment student registration, course approval, fee payment, enrollment, add/drop, and withdrawal must comply with all LSSC policies and deadlines as published in the [LSSC Catalog & Student Handbook](#) and the [LSSC webpage](#). Dual Enrollment students have the same registration dates as traditional degree-seeking students.

Admissions application forms

The School Counselor provides the LSSC Dual Enrollment Admissions Application to interested students meeting all dual enrollment eligibility requirements. There is no application fee for Dual Enrollment applicants.

Where to submit admission application materials

Students submit the completed LSSC Dual Enrollment Admissions Application, along with placement test and high school GPA documentation to LSSC's Admissions and Records Office/Enrollment Services by the posted application deadlines.

Recommendations/signatures required for participation in dual enrollment

The LSSC Dual Enrollment Admissions Application must be signed by the student, the student's parent/legal guardian, and the School Counselor.

Process by which students register for courses

Dual Enrollment students must register for courses online using LOIS, LSSC's online course management system. All first-time Dual Enrollment students are required to complete the two part LSSC New Student Orientation Program (SOAR), during which students receive instructions on how to add and drop courses in LOIS.

Maximum course loads

Dual Enrollment students are permitted to enroll in a maximum of nine (9) credits per semester fall and spring semesters and seven (7) credits for summer semester (A, AE, and B combined). Early Admission students must enroll in a minimum of twelve (12) credits and may enroll in a maximum of eighteen (18) credits each fall and spring semester. Dual Enrollment and Early Admission students are not permitted to exceed 60 credit hours. Students seeking additional hours in order to fulfill graduation and/or degree requirements, may appeal through LSSC's established credit overload process.

Course Approval

Once registered, Dual Enrollment and Early Admission students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#), and the [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a "W" on the high school and the college transcripts. All grades, including "W" for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC's posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

Second attempts

Students who earn a "D," "F," "W," or "WN" in an LSSC course, will be permitted to enroll in one course for the subsequent semester if their GPA meets continued eligibility standards. The one course must be the same course in which they earned the "D," "F," "W," or "WN". Upon demonstration of acceptable academic performance (C or better), the student will once again qualify for regular Dual Enrollment and/or Early Admission maximum course loads. Students wishing to enroll in a second attempt who do not meet continued eligibility standards, may request a waiver through established process facilitated by their Counselor and LSSC Dual Enrollment Advisor.

Grade forgiveness

Dual Enrollment students withdrawing from or failing an LSSC course may retake a comparable high school course for grade forgiveness at the high school of enrollment in accordance with the LCSB Grade Forgiveness/Credit Recovery Policy.

Upon graduation from High School, students may apply for readmission to LSSC as a degree-seeking student and retake the withdrawn course or failed course for grade forgiveness. Since grade forgiveness policies differ among postsecondary institutions, students planning to transfer to another college or university should contact the appropriate postsecondary institution for grade forgiveness policy information.

Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. Dual Enrollment students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC's Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, neither the LCSB nor the school of record can make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In

these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

A grade of “C” or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of “D” or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of “D” or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of “D”. Students should contact the appropriate postsecondary institution for transferability of credit. A grade of “I” may be assigned in extreme circumstances. Incomplete “I” grades not completed within LSSC’s designated timeframe automatically convert to an “F” grade on both the high school and college transcripts and calculate as “F” in computing both the high school and the college GPAs. Withdrawals (“W”) are not included in calculating the high school or college GPA.

Students wishing to appeal a course grade must follow LSSC’s grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Dual Enrollment students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Associate Dean of Students using LSSC’s administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

VI. HIGH SCHOOL CREDIT DUAL ENROLLMENT COURSE EQUIVALENCY

Under Dual Enrollment, approved LSSC courses will be used to fulfill academic or academic elective credit requirements for high school graduation. All LSSC courses available to dual enrollment students are included in the [Dual Enrollment Course – High School Subject Area Equivalency List](#) and, as such, upon successful completion, credits apply to high school diploma coursework requirements.

Alternative Credit

LSSC will accept alternative credit from a variety of methods including, but not limited to, Advanced Placement (AP), International Baccalaureate (IB), Cambridge Advanced International Certificate of Education (AICE), and CLEP. For a list of alternative ways to earn college credit, visit the [LSSC Catalog and Student Handbook](#). Students may only earn college credit or alternative credit, not both.

Weighting of Dual Enrollment course grades

Lake County - Dual enrollment, college-level, academic credit courses are weighted at 6.0 on a 4.0 scale

Transfer Guarantees

The Florida Department of Education “Statement on Dual Enrollment Transfer Guarantees” is available at <http://www.fldoe.org/policy/articulation/>

VII. COLLEGE-LEVEL EXPECTATIONS

All LSSC courses meet curricular and rigor expectations as non-Dual Enrollment postsecondary instruction. All Dual Enrollment students receive information concerning college-level course expectations and LSSC General Education Requirements in New Student Orientation (SOAR), on the College’s and dual enrollment program’s web pages, in the [LSSC Catalog & Student Handbook](#) and during individual academic advising sessions with LSSC Academic Advisors.

Academic Advising

School Counselors and LSSC Academic Advisors provide academic advisement and guidance services to Dual Enrollment and Early Admission students. These services may include but are not limited to: individual and/or

classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

The New Student Orientation (SOAR) program is a cornerstone of the academic advising relationship established between Dual Enrollment students and LSSC's Staff. Dual Enrollment students are required to participate in LSSC's two-part SOAR program prior to beginning Dual Enrollment coursework. Each Dual Enrollment student receives an "Advising Guide" and will be notified of the online [LSSC Catalog & Student Handbook](#) at SOAR.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Dual Enrollment eligibility during individual advising sessions with the School Counselors and with the LSSC Dual Enrollment staff. Dual enrollment and Early Admission students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

The LSSC Dual Enrollment and Academic Advising staff advises students of the following LSSC academic expectations:

- College courses permitted under Dual Enrollment must meet postsecondary course content requirements as specified in the Statewide Course Numbering System.
- College courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.
- Two to three hours of homework are expected for each hour spent in a classroom setting.
- College assignment deadlines are firm. Students are expected to complete and submit all assignments by the deadlines listed on the course syllabus. Instructors are not required to accept nor grade any late assignment.
- Gordon Rule courses require completion with a grade of "C" or higher.
- Course syllabi are available for students to review by contacting the course instructor during the add/drop period each semester and on Canvas.
- Course descriptions are available in the [LSSC Catalog & Student Handbook](#).
- All LSSC students will be exposed to a learning environment promoting the open exchange of ideas.
- LSSC course content is presented on an adult level and classroom discussions require a mature understanding of divergent viewpoints and the ability to think analytically. Courses will not be modified to accommodate variations in student age and/or maturity.
- Courses will not be modified to accommodate variations in student age and/or maturity.
- All LSSC students are free to access the Internet without restrictions per LSSC rules.

FERPA GUIDELINES

FERPA (Family Educational Rights and Privacy Act) is a federal law that protects the privacy of student educational records. Even though dual enrollment school students may be considered "dependent minors", under (FERPA) they have rights to privacy in all matters relating to their collegiate educational record. Generally, LSSC, including the faculty members, will not release information relating to protected student information to non-LSSC officials without the student's written consent. The practice of not releasing information extends to the release of information to parents and guardians. Information may not be released to parents or guardians unless the student has signed the LSSC FERPA waiver form.

VIII. EXCEPTIONS TO THE REQUIRED GRADE POINT AVERAGES

There are no exceptions to the required grade point average for dual enrollment eligibility.

IX. POSTSECONDARY REGISTRATION POLICIES

Academic deadlines

All academic deadlines are posted in the [LSSC Catalog & Student Handbook](#), the Dual Enrollment New Student Orientation Course Registration Guide, and on the [LSSC's homepage](#). Dual enrollment students must comply with all policies and deadlines published in the [LSSC Catalog & Student Handbook](#).

Process by which students add/drop courses

Students are solely responsible for adding and dropping classes in LOIS, LSSC's online course management system. Students dropping a course during the posted add/drop period may register for that course in a subsequent semester. Courses dropped during the LSSC add/drop period do not appear on transcripts. Students who seek course approval from their School Counselor and LSSC Academic Advisor by posted deadlines may modify LSSC course schedules during the posted add/drop period. Courses that are not approved by the fee payment deadline and/or add/drop deadline will result in the student being administratively dropped from the non-approved courses.

High School Based Course Enrollment Capacities

Minimum and maximum enrollments for LSSC courses taught on the LCSB High School Campus will be determined by the LSSC.

X. EXCEPTIONS TO FACULTY PROFESSIONAL RULES, GUIDELINES, AND EXPECTATIONS

There are no exceptions to the rules, guidelines, and expectations, as stated in the faculty handbook or student handbook, which apply to faculty members.

XI. FACULTY CREDENTIALS AND INTEGRITY OF COURSE CONTENT

Qualifications and selection of instructors

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

Assessment of instructors

All LSSC courses are taught according to the approved Master Course Outline and course syllabus template. The evaluation process, including the use of LSSC's standard evaluation instruments and any follow-up with the instructor, will be conducted in the same manner as would be the case for any LSSC adjunct faculty member.

XII. STUDENT ELIGIBILITY AND PERFORMANCE MONITORING

Student eligibility screening

The School Counselors verify high school GPA, college placement test scores, and academic standing.

Procedures for College readiness testing at the high school and college site

The LCSB administers the PERT assessment on school campuses throughout the year.

Ongoing monitoring for continued participation in Dual Enrollment & Early Admission

Students seeking to continue taking LSSC academic credit through Dual Enrollment must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. Early Admission students must maintain a 3.0 unweighted high school GPA and 3.0 cumulative LSSC GPA for continued eligibility. School Counselors confirm high school GPA eligibility before approving student courses each semester.

School Counselors and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Dual Enrollment eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue Dual Enrollment or participation. A student that no longer meets the Early Admission high school or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

It is the responsibility of the Dual Enrollment student to inform LSSC Admissions and Records if they transfer schools (public, private, and home education) from their initial school at time of application.

Student behavior and suspension/expulsion policy

Dual enrollment students, including Early Admission, must adhere to both the LCSB and LSSC Student Codes of Conduct. All dual enrollment students assume the responsibility to become familiar with and to abide by LSSC Student Rights and Responsibilities as defined by the College Administrative Policies and Procedures and referenced in the Student Code of Conduct in the [LSSC Catalog & Student Handbook](#). The School Counselors and LSSC Dual Enrollment staff will provide timely notification of any Dual Enrollment student suspended or expelled from either the school of record or from LSSC. In cases where a student is suspended from the school of record, the student may not attend LSSC courses and activities during the suspension period. In cases of expulsion from the school of record, the student may not enroll in or attend LSSC courses or activities during the expulsion period.

Students who conduct themselves in a manner disruptive to the LSSC learning environment may be subject to disciplinary action which could result in a loss of Dual Enrollment eligibility. Students in violation of LSSC's Student Code of Conduct are subject to disciplinary action that could affect high school and post-secondary graduation, scholarship eligibility, grade point average, and future postsecondary transfer and career plans. Dual Enrollment students submitting forms with forged parent/legal guardian and/or School Counselor signature and/or falsified information forfeit Dual Enrollment eligibility for one full LSSC semester. Subsequent infractions of this nature will result in permanent loss of Dual Enrollment eligibility.

XIII. TRANSMISSION OF STUDENT GRADES

LSSC collects and shares grade data with the LCSB using a secure online system. The LCSB will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, upon request LSSC will provide LCSB with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

XIV. FUNDING PROVISION AND COSTS INCURRED BY EACH PARTNER

Registration, matriculation and laboratory fees

Per Florida Statutes § 1007.271(2), Dual Enrollment students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per Florida Statutes § 1007.271(17), LCSB loans dual enrollment students the required textbooks and provides electronic access codes, free of charge, to Dual Enrollment students. Dual Enrollment textbooks are the property of the LCSB and all LCSB textbook policies apply. Dual Enrollment students registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. such ancillary materials are purchased at the student's expense.

Instructional cost arrangements

Per Florida Statutes § 1007.271(21)(n)(1), School Districts shall pay the standard tuition rate per credit hour (\$71.98) in the fall and spring semesters from funds provided in the Florida Education Finance Program to LSSC providing instruction does not take place on a high school campus. LSSC will charge no tuition or fees for dual enrollment classes when instruction is paid for and provided by LCSB on LCSB property. When dual enrollment is provided on a LCSB High School campus by LSSC faculty, LCSB shall reimburse the cost associated with LSSC's proportion of salary and benefits and actual costs to provide the instruction. LCSB will not be invoiced for any student tuition during the summer semester. LSSC shall provide LCSB itemized tuition invoices following established LSSC third party billing procedures and timelines. Per Florida Statutes § 1007.271, LSSC cannot accept payment for courses from Dual Enrollment students or their parents.

Textbook processes

1. LCSB purchases, stores, and maintains all hard copy textbooks.
2. LCSB loans textbooks and purchases access codes for Dual Enrollment students for use in LSSC courses.
3. LSSC's Bookstore Manager provides LCSB with a list of the currently adopted textbooks and access codes as soon as that information becomes available, but no later than one semester before a course is offered.
4. At the end of each semester, LCSB notifies Dual Enrollment students of the procedure for returning loaned textbooks.
5. Students failing to return loaned textbooks may not enroll in LSSC courses until materials or monies owed are satisfied.
6. LSSC provides LCSB with a list of Dual Enrollment students who have officially withdrawn from classes at the end of the semester to ensure return and/or payment of textbooks and materials.

Textbook selection and use

All textbooks are selected for each course by the appropriate LSSC faculty member(s) and approved by the appropriate LSSC academic department. Textbooks will be used for a minimum of two years unless the current edition is no longer available from the publisher. LSSC will review textbook requirements in the fall of each year and communicate changes with LCSB.

XV. STUDENT TRANSPORTATION

Dual Enrollment students are responsible for arranging and paying for transportation to and from LSSC as well as all other Dual Enrollment related transportation. Parents/guardians assume all financial responsibility and liability for Dual Enrollment related transportation.

XVI. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Dual Enrollment students seeking academic accommodations for college-based or online courses should register with LSSC's Student Accessibility Services Office, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XVII. ADDITIONAL POLICIES AND PROCEDURES

Student data requests

LSSC will collect and compile Dual Enrollment data to develop the *LSSC Dual Enrollment Research Review* to be updated and distributed once per semester to the LCSB. Data requests beyond semester grade and enrollment reports must be submitted by the requesting party with minimum 30 days advance notice.

Attendance requests related state-mandated end-of-course assessments

Dual enrollment students must contact their LSSC faculty two weeks in advance to request accommodations for missed class and/or assignments due to a scheduled Advanced Placement (AP) exam or state mandated end-of-course (EOC) assessment.

Mailings

The LCSB provides directory information to LSSC up to four times per year. LSSC provides at least a thirty-day written notice for all directory information requests.

Background investigations

LSSC represents and warrants to the LCSB that it has read and is familiar with Florida Statutes §§ 1012.315, 1012.32, 112.465, 1012.467, and 1012.468 regarding background investigations. LSSC covenants to comply with all requirements of the above-cited statutes and shall provide the LCSB with proof of compliance upon request. To the extent permitted by and subject to the limitations specified in Florida Statutes § 768.28, LSSC agrees to indemnify and hold harmless the LCSB, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from LSSC's failure to comply with the requirements of this paragraph of Florida Statutes §§ 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

Right to audit

The Parties shall keep all records and supporting documentation which concern or relate to this Agreement for a minimum of three (3) years from the date of termination of this Agreement. Each party to this Agreement agrees to provide the other party, and their duly authorized representatives, access to records and supporting documentation as they relate to this agreement, upon request and at mutually agreeable times during normal business hours. In addition, each party shall have the right to audit, inspect and copy all of the records of the other party as they relate to this Agreement, upon request and at mutually agreeable times during normal business hours. The parties shall cooperate with each other in any such audit and inspection, and in allowing copies to be made. The access, inspection, copying and auditing rights of this Agreement shall survive the termination of this agreement.

Waivers & Changes to Law

Pursuant to Florida statute 1007.271(3) and (21), the President of LSSC (or designee) and the LCSB Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

SCHOOL BOARD OF LAKE COUNTY, FLORIDA

Ms. Diane Kornegay, Superintendent

Chair, School Board Lake County, Florida

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley Sidor, President

Chair, District Board of Trustees

DATE

**DUAL ENROLLMENT AGREEMENT
BETWEEN**

(LAKE & SUMTER COUNTY HOME EDUCATION PROGRAM)

**AND
DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
2020-2021**

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2020-2021 LAKE AND SUMTER COUNTY HOME EDUCATION DUAL ENROLLMENT AGREEMENT

I. THE DUAL ENROLLMENT PROGRAM

This Agreement is entered into by and between Lake-Sumter State College District Board of Trustees ("LSSC") and the Home Education Program Official (parent/legal guardian's full name) _____, collectively known as the "Partners" and on behalf of _____ (student's full name). The Agreement shall govern the eligibility and enrollment of the students and the administration of college-based courses offered via dual enrollment effective July 1, 2020 and ending June 30, 2021.

Description of the Dual Enrollment program and the Agreement

The Home Education Articulation Agreement, pursuant to section (s.) 1007.271 (13) (b), Florida Statutes (F.S.), requires each postsecondary institution to enter into an agreement with each home education student seeking enrollment in a Dual Enrollment program. The Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school. Early Admission is a form of dual enrollment through which eligible high school students enroll at LSSC on a full-time basis in courses that are creditable toward the high school diploma and the Associate degree.

The purpose of the Agreement is to develop and implement a comprehensive acceleration program for home education students, reducing the time needed to complete the requirements of a high school diploma and a college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this Agreement or from the activities of the staff, students, and faculty, as aforesaid under the provisions of the Agreement.

Amendments to the agreement

The Agreement shall continue from July 1, 2020, and end June 30, 2021, and shall be revised and reviewed on an annual basis. The LSSC President or designee shall conduct the annual renewal by presenting any revisions for Home Education Program Official. This Agreement, once it has been signed by the Partners can only be amended in accordance with Florida Rules and will remain in effect throughout the academic year for which it was established. All parties agree to abide by any Florida Department of Education rule changes regarding college credit Dual Enrollment passed during the relevant fiscal year. Should LSSC initiate a modification or amendment to the Agreement, the LSSC Vice President for Enrollment and Student Affairs will develop an action plan. The final amendment will go to the LSSC Board of Trustees for formal approval.

Terms to this agreement

This agreement shall be effective for the period beginning July 1, 2020 until June 30, 2021. The Home Education Program Official must sign an annual home education articulation agreement each academic year by established deadlines.

II. STUDENT AND PARENT PARTICIPATION NOTIFICATION

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC Dual Enrollment webpage](#).

III. COURSES AND PROGRAMS AVAILABLE TO DUAL ENROLLMENT STUDENTS

The Partners will guide students toward courses that supplement rather than supplant what is available at the student's school of record. LSSC will advise each student in the development of an LSSC Advising Guide that aligns Dual Enrollment and Early Admission course selections to high school and LSSC graduation requirements. The Partners will advise dual enrollment students to prioritize enrollment in academic core courses that meet educational degree objectives, meta-major/transfer plan requirements, general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Partners will adhere to the [Dual Enrollment Course – High School Subject Area Equivalency List](#) in identifying LSSC college credit courses available to high school students through dual enrollment. LSSC does not offer all courses on the equivalency list and not all LSSC courses are offered each semester.

Courses and programs not available to dual enrollment students:

- LSSC independent study courses
- LSSC developmental education courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Dual Enrollment students are not permitted to audit any LSSC course

Magnets, Academies, Workforce demands and access to acceleration mechanisms

This Agreement does not include magnets or academies.

IV. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS

Statutory eligibility requirements: (Florida Statutes, Section 1007.271)*

- Current registration with Lake County School Board or Sumter County School Board as a home education student in good standing.
- Provide verification that the student is registered as a Home Education student in either Lake or Sumter County.
 - Lake County students will provide a copy of their Skyward Home Education Verification
- Sumter County students will complete the [Sumter County Home Education Verification form](#)
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.*
- Students must be classified as 6th-12th grade and have a high school GPA.
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through Dual Enrollment. The student may; however, apply for readmission to LSSC as a traditional degree seeking student and pay the required registration, tuition, and fees if the student meets the LSSC admissions requirements under s. 1007.263, F.S.

*See "Florida Department of Education Emergency Order 2020 EO-02" section for eligibility requirements from 5/13/20-12/31/20.

Home Education Dual Enrollment continued eligibility requirements:

- Maintain the minimum 2.0 semester LSSC GPA. Dual enrollment students whose LSSC cumulative GPA falls below a 2.0 will not be allowed to continue in the dual enrollment program.
- Renew the annual home education Dual Enrollment agreement each fall prior to the first LSSC fee payment deadline.
- Submit the LSSC Dual Enrollment Course Approval form every semester of enrollment by the posted fee payment deadline.
- Must be in good conduct standing at both the school of record and LSSC.

Additional dual enrollment eligibility requirements for Early Admission:

- Student must be classified as a senior in secondary coursework.
- Student must have a minimum 3.0 LSSC GPA.
- Student must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Continued eligibility for college credit Early Admissions requires the maintenance of a 3.0 LSSC GPA and a valid signed annual home education Dual Enrollment articulation agreement.
- Must be in good conduct standing at both the school of record and LSSC.

Common placement test scores

In accordance with State Board of Education Rule 6A-10.0315, students must successfully complete all sections of a common placement test, through scores on a single test or combination of tests, and meet all college ready cut score requirements as a prerequisite to Dual Enrollment eligibility and participation. LSSC accepts the highest test scores on any of the tests or combination of tests identified in the table below.

MINIMUM TEST SCORES FOR STATUTORY DUAL ENROLLMENT ELIGIBILITY			
TEST	READING	WRITING	MATH
PERT	106	103	114
ACT	19	17	19
SAT taken after March 2016:	24	25	24

LSSC offers PERT Testing on all three campuses and at the student's expense. Prospective Dual Enrollment students who wish to PERT Test at LSSC should register online for their testing session and pay the required fee at the Cashier/Enrollment Services Office prior to the testing session.

Florida Department of Education Emergency Order 2020 EO-02

In response to the COVID-19 public health crisis, the Commissioner of Education suspended the testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3). Technical guidance was then subsequently provided by the Florida College System.

As a result, the following requirements for initial dual enrollment eligibility from 5/13/20-12/31/20 shall be in place and will supersede previous statutory requirements as outlined in the Emergency Order.

- 1) College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- 2) Demonstrated readiness for college coursework as demonstrated through local measures on the PSAT/NMSQT, FSA scores, or EOC scores described below. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- 3) Be a student in grades 6-12 in an eligible school.

- 4) Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

Local Measures:

Assessment	Section	Minimum Score	LSSC Level	LSSC Course(s)
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Evidence-Based Reading and Writing (EBRW):	430	English & Reading	ENC 1101
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	480	College-ready Mathematics	MAT 1033 MAT 1100
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	530	College level placement	MAC 1105 MGF 1106 MGF 1107
FSA	ELA	Level 4 or 5	English & Reading	ENC 1101
FSA	Mathematics	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100
EOC	Algebra 1 or Geometry	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100

V. PROCESS TO PARTICIPATE IN DUAL ENROLLMENT

Home education students must present evidence to LSSC that the home education program is in compliance with section (s.) 1002.41, Florida Statutes (F.S.). In order for LSSC to provide Dual Enrollment opportunities comparable to those for public school students. It is not a statutory requirement that home education students present a transcript at the time of entry to the Dual Enrollment program; however there may be educational benefits to the student for sharing his or her education background.

The term “umbrella school” is sometimes used to refer to a private school offering programs or services to enrolled students. If students are registered with a school listed in the [Florida Private Schools Directory](#), they are considered private school students, not home education students.

Home education students are eligible to dual enroll at LSSC for a maximum of six (6) semesters (including summers) from the time they enter the program..

Students who will graduate from high school prior to completion of the postsecondary course may not register through Dual Enrollment. Once a graduation date is established on the LSSC Dual Enrollment Admissions Application, the graduation date cannot be changed. After eligibility for Dual Enrollment expires, students must provide proof of high school graduation and matriculate to LSSC degree-seeking status.

Established deadlines

Dual Enrollment student registration, course approval, fee payment, enrollment, add/drop, and withdrawal must comply with all LSSC policies and deadlines as published in the [LSSC Catalog & Student Handbook](#) and [LSSC webpage](#). Dual Enrollment students have the same registration dates as traditional degree-seeking students.

Admissions application forms

To apply for the Dual Enrollment program, applicants must meet the eligibility requirements as described in Florida Statutes, Section 1007.271. There is no admissions application fee for Dual Enrollment applicants. To be considered for admission, the student must submit the following materials:

- LSSC Dual Enrollment Admissions Online Application
- Qualifying test scores.
 - Home Education students who do not have test scores outlined in the local measure may submit the Test Score Appeal Form in lieu of test scores. This form is to be signed by the Home Education parent/principal and approves the student to enroll as a Dual Enrollment student without test scores.
- LSSC Lake County or Sumter County Home Education Dual Enrollment Articulation Agreement
- Lake County Skyward Home Education Verification or Sumter County Home Education Verification form

Where to submit admissions application materials

Students submit the online LSSC Dual Enrollment Admissions Application, along with placement test and high school GPA documentation by the posted application deadlines.

Recommendations/signatures required for participation in dual enrollment

The LSSC Dual Enrollment Admissions Application must be signed by the student, the student's parent/legal guardian, and the Home Education Program Official.

Process by which students register for courses

Dual Enrollment students must register for courses online using LOIS, LSSC's online course management system. All first-time Dual Enrollment students are required to complete the two-part LSSC New Student Orientation Program (SOAR), during which students receive instructions on how to add and drop courses in LOIS.

Maximum course loads

Dual Enrollment students are permitted to enroll in a maximum of nine (9) credits per semester fall and spring semesters and seven (7) credits for summer semester (A, AE, and B combined). Early Admission students must enroll in a minimum of twelve (12) credits and may enroll in a maximum of eighteen (18) credits each fall and spring semester. Dual Enrollment and Early Admission students are not permitted to exceed 60 credit hours. Students seeking additional hours in order to fulfill graduation and/or degree requirements, may appeal through LSSC's established credit overload process.

Course Approval

Once registered, Dual Enrollment and Early Admission students must seek course approval through their School Counselor/Parent by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#), and the [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a “W” on the high school and the college transcripts. All grades, including “W” for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor/Parent and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC’s posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

Second attempts

Students who earn a “D,” “F,” “W,” or “WN” in an LSSC course, will be permitted to enroll in one course for the subsequent semester if their GPA meets continued eligibility standards. The one course must be the same course in which they earned the “D,” “F,” “W,” or “WN” Upon demonstration of acceptable academic performance (C or better), the student will once again qualify for regular Dual Enrollment and/or Early Admission maximum course loads. Students wishing to enroll in a second attempt who do not meet continued eligibility standards, may request a waiver through established process facilitated by their Home Education Program Official and LSSC Dual Enrollment Advisor.

Grade forgiveness

Dual Enrollment students withdrawing from or failing an LSSC course may retake a comparable high school course for grade forgiveness at the high school of enrollment in accordance with the Home Education Grade Forgiveness/Credit Recovery Policy (if available).

Upon graduation from High School, students may apply for readmission to LSSC as a degree-seeking student and retake the withdrawn course or failed course for grade forgiveness. Since grade forgiveness policies differ among postsecondary institutions, students planning to transfer to another college or university should contact the appropriate postsecondary institution for grade forgiveness policy information.

Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. Dual Enrollment students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC’s Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, the Home Education Program Official cannot make any grade changes when recording or posting grades to the high school transcript. The Home Education Program Official records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

A grade of “C” or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of “D” or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of “D” or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of “D”. Students should contact the appropriate postsecondary institution for transferability of credit. A grade of “I” may be assigned in extreme circumstances. Incomplete “I” grades not completed within LSSC’s designated timeframe automatically convert to an “F” grade on both the high school and college transcripts and calculate as “F” in computing both the high school and the college GPAs. Withdrawals (“W”) are not included in calculating the high school or college GPA.

Students wishing to appeal a course grade must follow LSSC’s grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Dual Enrollment students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Associate Dean of Students using LSSC’s administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

VI. HIGH SCHOOL CREDIT/DUAL ENROLLMENT COURSE EQUIVALENCY

Under Dual Enrollment, approved LSSC courses will be used to fulfill academic or academic elective credit requirements for high school graduation. All LSSC courses available to dual enrollment students are included in the [Dual Enrollment Course – High School Subject Area Equivalency List](#) and, as such, upon successful completion, credits apply to high school diploma coursework requirements.

Alternative Credit

LSSC will accept alternative credit from a variety of methods including, but not limited to, Advanced Placement (AP), International Baccalaureate (IB), Cambridge Advanced International Certificate of Education (AICE), and CLEP. For a list of alternative ways to earn college credit, visit the [LSSC Catalog and Student Handbook](#). Students may only earn college credit or alternative credit, not both.

The Department of Education Statement of Transfer Guarantees

The Florida Department of Education “Statement on Dual Enrollment Transfer Guarantees” is available at <http://www.fldoe.org/policy/articulation>.

VII. COLLEGE-LEVEL EXPECTATIONS

All LSSC courses meet curricular and rigor expectations as non-Dual Enrollment postsecondary instruction. All Dual Enrollment students receive information concerning college-level course expectations and LSSC General Education Requirements in New Student Orientation (SOAR), on the College’s and dual enrollment program’s web pages, in the [LSSC Catalog & Student Handbook](#) and during individual academic advising sessions with LSSC Academic Advisors.

Academic Advising

Home Education Program Official and LSSC Academic Advisors provide academic advisement and guidance services to Dual Enrollment and Early Admission students. These services may include but are not limited to: individual and/or classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

The New Student Orientation (SOAR) program is a cornerstone of the academic advising relationship established between Dual Enrollment students and LSSC’s Staff. Dual Enrollment students are required to participate in LSSC’s two-part SOAR program prior to beginning Dual Enrollment coursework. Each Dual

Enrollment student receives an “Advising Guide” and will be notified of the online [LSSC Catalog & Student Handbook](#) at SOAR.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, meta-major/transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Dual Enrollment eligibility during individual advising sessions with the Home Education Program Official and with the LSSC Dual Enrollment staff. Dual enrollment and Early Admission students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

LSSC Academic Advising advises students of the following LSSC academic expectations:

- College courses permitted under Dual Enrollment must meet postsecondary course content requirements as specified in the Statewide Course Numbering System.
- College courses become part of a student’s permanent college transcript and are calculated into the student’s permanent postsecondary GPA.
- Two to three hours of homework are expected for each hour spent in a classroom setting.
- College assignment deadlines are firm. Students are expected to complete and submit all assignments by the deadlines listed on the course syllabus. Instructors are not required to accept nor grade any late assignment.
- Gordon Rule courses require completion with a grade of "C" or higher.
- Course syllabi are available for students to review by contacting the course instructor during the add/drop period each semester and on Canvas
- Course descriptions are available in the [LSSC Catalog & Student Handbook](#).
- All LSSC students will be exposed to a learning environment promoting the open exchange of ideas.
- LSSC course content is presented on an adult level and classroom discussions require a mature understanding of divergent viewpoints and the ability to think analytically. Courses will not be modified to accommodate variations in student age and/or maturity.
- Courses will not be modified to accommodate variations in student age and/or maturity.
- All LSSC students are free to access the Internet without restrictions per LSSC rules.

Home Education Guidance Services

The Home Education Program Official will notify qualified students of Dual Enrollment requirements and advise them to contact LSSC Dual Enrollment staff to begin the Dual Enrollment admissions process. If applicable, the Home Education Program Official will ensure that Dual Enrollment coursework meets all requirements for Bright Future Scholarships and the Florida College System and State University System’s entrance requirements.

The Home Education Program Official will serve as the student’s school counselor and therefore will be required to sign all Dual Enrollment related forms that requires a school counselor signature. Students will obtain the LSSC Home Education Course Approval form from their Home Education Program Official each semester of enrollment.

FERPA GUIDELINES

FERPA (Family Educational Rights and Privacy Act) is a federal law that protects the privacy of student educational records. Even though dual enrollment school students may be considered “dependent minors”,

under (FERPA) they have rights to privacy in all matters relating to their collegiate educational record. Generally, LSSC, including the faculty members, will not release information relating to protected student information to non-LSSC officials without the student's written consent. The practice of not releasing information extends to the release of information to parents and guardians. Information may not be released to parents or guardians unless the student has signed the LSSC FERPA waiver form.

VIII. EXCEPTIONS TO THE REQUIRED GRADE POINT AVERAGES

There are no exceptions to the required grade point average for dual enrollment eligibility.

IX. POSTSECONDARY REGISTRATION POLICIES

Academic deadlines

All academic deadlines are posted in the [LSSC Catalog & Student Handbook](#), the Dual Enrollment New Student Orientation Course Registration Guide, and the [LSSC's homepage](#). Dual enrollment students must comply with all policies and deadlines published in the [LSSC Catalog & Student Handbook](#). All schools maintain a website that includes a link to the [LSSC Dual Enrollment webpage](#).

Process by which students add/drop courses

Students are solely responsible for adding and dropping classes in LOIS, LSSC's online course management system. Students dropping a course during the posted add/drop period may register for that course in a subsequent semester. Courses dropped during the LSSC add/drop period do not appear on transcripts. Students who seek course approval from their School Counselor and LSSC Academic Advisor by posted deadlines may modify LSSC course schedules during the posted add/drop period. Courses that are not approved by the fee payment deadline and/or add/drop deadline will result in the student being administratively dropped from the non-approved courses.

X. EXCEPTIONS TO FACULTY PROFESSIONAL RULES, GUIDELINES, AND EXPECTATIONS

There are no exceptions to the rules, guidelines, and expectations, as stated in the faculty handbook or student handbook, which apply to faculty members.

XI. FACULTY CREDENTIALS AND INTEGRITY OF COURSE CONTENT

Qualifications and selection of instructors

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

Assessment of instructors

All LSSC courses are taught according to the approved Master Course Outline and course syllabus template. The evaluation process, including the use of LSSC's standard evaluation instruments and any follow-up with the instructor, will be conducted in the same manner as would be the case for any LSSC adjunct faculty member.

XII. STUDENT ELIGIBILITY AND PERFORMANCE MONITORING

Student eligibility screening

The Home Education Program Official verify high school GPA, college placement test scores, and academic standing.

Ongoing monitoring for continued participation in Dual Enrollment

Students seeking to continue taking LSSC academic credit through Dual Enrollment must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. Early Admission students must maintain a 3.0 unweighted high school GPA and 3.0 cumulative LSSC GPA for continued eligibility. School Counselors confirm high school GPA eligibility before approving student courses each semester.

The Home Education Program Official and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Dual Enrollment eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue Dual Enrollment or participation. A student that no longer meets the Early Admission high school or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

It is the responsibility of the Dual Enrollment student to inform LSSC Admissions and Records if they transfer schools (public, private, and home education) from their initial school at time of application.

Student behavior and suspension/expulsion policy

Dual enrollment students, including Early Admission, must adhere to LSSC Student Codes of Conduct. All dual enrollment students assume the responsibility to become familiar with and to abide by LSSC Student Rights and Responsibilities as defined by the College Administrative Policies and Procedures and referenced in the Student Code of Conduct in the [LSSC Catalog & Student Handbook](#).

Students who conduct themselves in a manner disruptive to the LSSC learning environment may be subject to disciplinary action which could result in a loss of Dual Enrollment eligibility. Students in violation of LSSC's Student Code of Conduct are subject to disciplinary action that could affect high school and post-secondary graduation, scholarship eligibility, grade point average, and future postsecondary transfer and career plans. Dual Enrollment students submitting forms with forged parent/legal guardian and/or School Counselor signature and/or falsified information forfeit Dual Enrollment eligibility for one full LSSC semester. Subsequent infractions of this nature will result in permanent loss of Dual Enrollment eligibility.

XIV. FUNDING PROVISION AND COSTS INCURRED BY EACH ENTITY

Registration, matriculation and laboratory fees

Per §1007.271 (2), Dual Enrollment students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per HB 7055, LSSC will provide instructional materials for Dual Enrollment home education students. Students will receive information regarding instructional material pick-up in the weeks prior to the beginning of each semester. Dual Enrollment home education students are responsible for securing additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc...

XV. STUDENT TRANSPORTATION

Dual Enrollment students are responsible for arranging and paying for transportation to and from LSSC as well as all other Dual Enrollment related transportation. Parents/guardians assume all financial responsibility and liability for Dual Enrollment related transportation.

XVI. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Dual Enrollment students seeking academic accommodations for college-based or online courses should register with LSSC's Student Accessibility Services office, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XVII. ADDITIONAL POLICIES AND PROCEDURES

Attendance requests related state-mandated end-of-course assessments

Dual enrollment students must contact their LSSC faculty two weeks in advance to request accommodations for missed class and/or assignments due to a scheduled Advanced Placement (AP) exam or state mandated end-of-course (EOC) assessment.

Background investigations

LSSC represents and warrants to the Home Education Program Official that it has read and is familiar with §1012.315, 1012.32, 112.465, 1012.467, and 1012.468 regarding background investigations. LSSC covenants to comply with all requirements of the above-cited statutes and shall provide the Home Education Program Official with proof of compliance upon request. To the extent permitted by and subject to the limitations specified in §768.28, LS F.S. LSSC agrees to indemnify and hold harmless the Home Education Program Official, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from LSSC's failure to comply with the requirements of this paragraph of §1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

Right to audit

The Parties shall keep all records and supporting documentation which concern or relate to this Agreement for a minimum of three (3) years from the date of termination of this Agreement. Each party to this Agreement agrees to provide the other party, and their duly authorized representatives, access to records and supporting documentation as they relate to this agreement, upon request and at mutually agreeable times during normal business hours. In addition, each party shall have the right to audit, inspect and copy all of the records of the other party as they relate to this Agreement, upon request and at mutually agreeable times during normal business hours. The parties shall cooperate with each other in any such audit and inspection, and in allowing copies to be made. The access, inspection, copying and auditing rights of this Agreement shall survive the termination of this agreement.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

HOME EDUCATION PROGRAM

PRINT NAME

SIGNATURE

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley Sidor, President

Chair, District Board of Trustees

DATE

DUAL ENROLLMENT AGREEMENT
BETWEEN
PARTNER NAME
AND
DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
2020-2021

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2020-2021 LAKE AND SUMTER COUNTY NON-PUBLIC DUAL ENROLLMENT AGREEMENT

I. THE DUAL ENROLLMENT PROGRAM

This Agreement is entered into by and between **LONG NAME ("SHORT NAME")** and Lake-Sumter State College District Board of Trustees ("LSSC"), collectively known as the "Partners," concerning Advanced Instruction (Dual Enrollment). The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via Dual Enrollment effective July 1, 2020 and ending June 30, 2021.

Description of the Dual Enrollment program and the Agreement

The Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school. Early Admission is a form of dual enrollment through which eligible high school students enroll at LSSC on a full-time basis in courses that are creditable toward the high school diploma and the Associate degree.

The purpose of the Agreement is to develop and implement a comprehensive acceleration program for private high school students, reducing the time needed to complete the requirements of a high school diploma and a college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students.

The Agreement delineates institutional responsibilities to inform students and parents about articulated acceleration program options, eligibility criteria to ensure college readiness, the process for monitoring student performance, and the criteria by which the quality of dual enrollment programs are to be judged. Via the provisions of this Agreement, the Partners are committed to sharing resources, forming partnerships with private industries, and implementing innovative strategies, student and faculty workshops, and parental involvement activities that serve the needs of the local community.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this Agreement or from the activities of the staff, students, and faculty, as aforesaid under the provisions of the Agreement.

Amendments to the agreement

The Agreement shall continue from July 1, 2020, and end June 30, 2021, and shall be revised and reviewed on an annual basis. The **SHORT NAME** Superintendent or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards. The Agreement, once signed by the Partners and submitted to the State, can only be amended in accordance with Florida Rules and will remain in effect throughout the academic year for which established. All parties agree to abide by any Florida Department of Education rule changes, regarding college credit Dual Enrollment; due to take effect during the relevant academic year. Should either of the Partners initiate a modification or amendment to the Agreement, **SHORT NAME** and LSSC will develop an action plan. The final amendment will go to both the **SHORT NAME** School Board and the LSSC Board of Trustees for formal approval.

II. STUDENT AND PARENT PARTICIPATION NOTIFICATION

Students and parents receive information concerning Dual Enrollment opportunities through the following: individual student advisement with the School Counselor.

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC dual enrollment webpage](#).

III. COURSES AND PROGRAMS AVAILABLE TO DUAL ENROLLMENT STUDENTS

The Partners will guide students toward courses that supplement rather than supplant what is available at the student's school of record. LSSC will advise each student in the development of an LSSC Advising Guide that aligns Dual Enrollment and Early Admission course selections to high school and LSSC graduation requirements. The Partners will advise dual enrollment students to prioritize enrollment in academic core courses that meet educational degree objectives, transfer plan requirements, general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Partners will adhere to the [Dual Enrollment Course – High School Subject Area Equivalency List](#) in identifying LSSC college credit courses available to high school students through dual enrollment. LSSC does not offer all courses on the equivalency list and not all LSSC courses are offered each semester.

College credit courses available through Dual Enrollment on the high school campuses

No high school-based LSSC courses are available on Non-Public high school campuses.

Courses and programs not available to dual enrollment students:

- LSSC independent study courses
- LSSC developmental education courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Dual Enrollment students are not permitted to audit any LSSC course

Magnets, Academies, Workforce demands and access to acceleration mechanisms

This Agreement does not include magnets or academies.

IV. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS

Statutory eligibility requirements: (Florida Statutes, Section 1007.271)*

- College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- Be a student in grades 6-12 in a public or eligible private secondary school. Students in grades 6-12 who meet high school GPA and placement tests requirements may participate in dual enrollment.
- Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

*See "Florida Department of Education Emergency Order 2020 EO-02" section for eligibility requirements from 5/13/20-12/31/20.

Additional initial eligibility requirements:

- Student must be a resident of Lake or Sumter County.
- Student must be classified as a junior, or senior in secondary coursework on or before the first day of the college semester for which they are enrolling. Students in 6th-10th grades may request to participate in dual enrollment through their School Counselor.
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through dual enrollment.
- Students enrolled with a Florida private high school pursuant to Florida Statute, Section 1002.01 (2);
- If students are registered with a private school or “umbrella school”, they are considered private school students, not home education students;
- Must be in good conduct standing at both the **SHORT NAME** high school of record and LSSC.

Additional Dual Enrollment eligibility requirements for Early Admissions:

- Student must be classified as a senior in secondary coursework on or before the first day of the college semester for which they are enrolling.
- Student must have an unweighted 3.0 high school GPA.
- Student must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Student must have a minimum 3.0 LSSC GPA.
- Continued eligibility for college credit Dual Enrollment requires the maintenance of a 3.0 LSSC GPA and 3.0 high school GPA.
- Must be in good conduct standing at both the **SHORT NAME** school and LSSC.

Common placement test scores

In accordance with State Board of Education Rule 6A-10.0315, students must successfully complete all sections of a common placement test, through scores on a single test or combination of tests, and meet all college ready cut score requirements as a prerequisite to Dual Enrollment eligibility and participation. LSSC accepts the highest test scores on any of the tests or combination of tests identified in the table below.

MINIMUM TEST SCORES FOR STATUTORY DUAL ENROLLMENT ELIGIBILITY			
TEST	READING	WRITING	MATH
PERT	106	103	114
ACT	19	17	19
SAT taken as of March 2016:	24	25	24

LSSC offers PERT Testing on all three campuses and at the student’s expense. Prospective Dual Enrollment students who wish to PERT Test at LSSC should register online for their testing session and pay the required fee at the Cashier/Enrollment Services Office prior to the testing session.

Florida Department of Education Emergency Order 2020 EO-02

In response to the COVID-19 public health crisis, the Commissioner of Education suspended the testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3). Technical guidance was then subsequently provided by the Florida College System.

As a result, the following requirements for initial dual enrollment eligibility from 5/13/20-12/31/20 shall be in place and will supersede previous statutory requirements as outlined in the Emergency Order.

- 1) College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.

- 2) Demonstrated readiness for college coursework as demonstrated through local measures on the PSAT/NMSQT, FSA scores, or EOC scores described below. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- 3) Be a student in grades 6-12 in an eligible school.
- 4) Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

Local Measures:

Assessment	Section	Minimum Score	LSSC Level	LSSC Course(s)
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Evidence-Based Reading and Writing (EBRW):	430	English & Reading	ENC 1101
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	480	College-ready Mathematics	MAT 1033 MAT 1100
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	530	College level placement	MAC 1105 MGF 1106 MGF 1107
FSA	ELA	Level 4 or 5	English & Reading	ENC 1101
FSA	Mathematics	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100
EOC	Algebra 1 or Geometry	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100

V. PROCESS TO PARTICIPATE IN DUAL ENROLLMENT

Established deadlines

Dual Enrollment student registration, course approval, fee payment, enrollment, add/drop, and withdrawal must comply with all LSSC policies and deadlines as published in the [LSSC Catalog & Student Handbook](#) and the [LSSC webpage](#). Dual Enrollment students have the same registration dates as traditional degree-seeking students.

Admissions application forms

The School Counselor provides the LSSC Dual Enrollment Admissions Online Application to interested students meeting all dual enrollment eligibility requirements. There is no application fee for Dual Enrollment applicants.

Where to submit admissions application materials

Students submit the online LSSC Dual Enrollment Admissions Application, along with eligible placement test scores and high school GPA documentation by the posted application deadlines.

SHORT NAME students who do not have test scores outlined in the local measure may submit the Test Score Appeal Form in lieu of test scores. This form must be signed by the SHORT NAME Counselor or Principal and approves the student to enroll as a Dual Enrollment student without test scores.

Recommendations/signatures required for participation in Dual Enrollment

The LSSC Dual Enrollment Admissions Application must be signed by the student, the student's parent/legal guardian, and the School Counselor.

Process by which students register for courses

Dual Enrollment students must register for courses online using LOIS, LSSC's online course management system. All first-time Dual Enrollment students are required to complete the two part LSSC New Student Orientation Program (SOAR), during which students receive instructions on how to add and drop courses in LOIS.

Maximum course loads

Dual Enrollment students are permitted to enroll in a maximum of nine (9) credits per semester fall and spring semesters and seven (7) credits for summer semester (A, AE, and B combined). Early Admission students must enroll in a minimum of twelve (12) credits and may enroll in a maximum of eighteen (18) credits each fall and spring semester. Dual Enrollment and Early Admission students are not permitted to exceed 60 credit hours. Students seeking additional hours in order to fulfill graduation and/or degree requirements, may appeal through LSSC's established credit overload process.

Course Approval

Once registered, Dual Enrollment and Early Admission students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#) and the [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a "W" on the high school and the college transcripts. All grades, including "W" for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC's posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

Second attempts

Students who earn a “D,” “F,” “W,” or “WN” in an LSSC course, will be permitted to enroll in one course for the subsequent semester if their GPA meets continued eligibility standards. The one course must be the same course in which they earned the “D,” “F,” “W,” or “WN”. Upon demonstration of acceptable academic performance (C or better), the student will once again qualify for regular Dual Enrollment and/or Early Admission maximum course loads. Students wishing to enroll in a second attempt who do not meet continued eligibility standards, may request a waiver through established process facilitated by their Counselor and LSSC Dual Enrollment Advisor.

Grade forgiveness

Dual Enrollment students withdrawing from or failing an LSSC course may retake a comparable high school course for grade forgiveness at the high school of enrollment in accordance with the **SHORT NAME** Grade Forgiveness/Credit Recovery Policy.

Upon graduation from High School, students may apply for readmission to LSSC as a degree-seeking student and retake the withdrawn course or failed course for grade forgiveness. Since grade forgiveness policies differ among postsecondary institutions, students planning to transfer to another college or university should contact the appropriate postsecondary institution for grade forgiveness policy information.

Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. Dual Enrollment students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC’s Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, the school of record cannot make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

A grade of “C” or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of “D” or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of “D” or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of “D”. Students should contact the appropriate postsecondary institution for transferability of credit. A grade of “I” may be assigned in extreme circumstances. Incomplete “I” grades not completed within LSSC’s designated timeframe automatically convert to an “F” grade on both the high school and college transcripts and calculate as “F” in computing both the high school and the college GPAs. Withdrawals (“W”) are not included in calculating the high school or college GPA.

Students wishing to appeal a course grade must follow LSSC’s grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Dual Enrollment students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Associate Dean of Students using LSSC’s administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

VI. HIGH SCHOOL CREDIT DUAL ENROLLMENT COURSE EQUIVALENCY

Under Dual Enrollment, approved LSSC courses will be used to fulfill academic or academic elective credit requirements for high school graduation. All LSSC courses available to dual enrollment students are included in

the [Dual Enrollment Course – High School Subject Area Equivalency List](#) and, as such, upon successful completion, credits apply to high school diploma coursework requirements.

Alternative Credit

LSSC will accept alternative credit from a variety of methods including, but not limited to, Advanced Placement (AP), International Baccalaureate (IB), Cambridge Advanced International Certificate of Education (AICE), and CLEP. For a list of alternative ways to earn college credit, visit the [LSSC Catalog and Student Handbook](#). Students may only earn college credit or alternative credit, not both.

Transfer Guarantees

The Florida Department of Education “Statement on Dual Enrollment Transfer Guarantees” is available at <http://www.fldoe.org/policy/articulation>.

VII. COLLEGE-LEVEL EXPECTATIONS

All LSSC courses meet curricular and rigor expectations as non-Dual Enrollment postsecondary instruction. All Dual Enrollment students receive information concerning college-level course expectations and LSSC General Education Requirements in New Student Orientation (SOAR), on the College’s and dual enrollment program’s web pages, in the [LSSC Catalog & Student Handbook](#) and during individual academic advising sessions with LSSC Academic Advisors.

Academic Advising

School Counselors and LSSC Academic Advisors provide academic advisement and guidance services to Dual Enrollment and Early Admission students. These services may include but are not limited to: individual and/or classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

The New Student Orientation (SOAR) program is a cornerstone of the academic advising relationship established between Dual Enrollment students and LSSC’s Staff. Dual Enrollment students are required to participate in LSSC’s two-part SOAR program prior to beginning Dual Enrollment coursework. Each Dual Enrollment student receives an “Advising Guide” and will be notified of the online [LSSC Catalog & Student Handbook](#) at SOAR.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Dual Enrollment eligibility during individual advising sessions with the School Counselors and with the LSSC Dual Enrollment staff. Dual enrollment and Early Admission students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

The LSSC Dual Enrollment and Academic Advising Staff advises students of the following LSSC academic expectations:

- College courses permitted under Dual Enrollment must meet postsecondary course content requirements as specified in the Statewide Course Numbering System.
- College courses become part of a student’s permanent college transcript and are calculated into the student’s permanent postsecondary GPA.
- Two to three hours of homework are expected for each hour spent in a classroom setting.

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

Assessment of instructors

All LSSC courses are taught according to the approved Master Course Outline and course syllabus template. The evaluation process, including the use of LSSC's standard evaluation instruments and any follow-up with the instructor, will be conducted in the same manner as would be the case for any LSSC adjunct faculty member.

XII. STUDENT ELIGIBILITY AND PERFORMANCE MONITORING

Student eligibility screening

The School Counselors verify high school GPA, college placement test scores, and academic standing.

Ongoing monitoring for continued participation in Dual Enrollment & Early Admission

Students seeking to continue taking LSSC academic credit through Dual Enrollment must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. Early Admission students must maintain a 3.0 unweighted high school GPA and 3.0 cumulative LSSC GPA for continued eligibility. School Counselors confirm high school GPA eligibility before approving student courses each semester.

School Counselors and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Dual Enrollment eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue Dual Enrollment or participation. A student that no longer meets the Early Admission high school or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

It is the responsibility of the Dual Enrollment student to inform LSSC Admissions and Records if they transfer schools (public, private, and home education) from their initial school at time of application.

Student behavior and suspension/expulsion policy

Dual enrollment students, including Early Admission, must adhere to both the **SHORT NAME** and LSSC Student Codes of Conduct. All dual enrollment students assume the responsibility to become familiar with and to abide by LSSC Student Rights and Responsibilities as defined by the College Administrative Policies and Procedures and referenced in the Student Code of Conduct in the [LSSC Catalog & Student Handbook](#). The School Counselors and LSSC Dual Enrollment staff will provide timely notification of any Dual Enrollment student suspended or expelled from either the school of record or from LSSC. In cases where a student is suspended from the school of record, the student may not attend LSSC courses and activities during the suspension period. In cases of expulsion from the school of record, the student may not enroll in or attend LSSC courses or activities during the expulsion period.

Students who conduct themselves in a manner disruptive to the LSSC learning environment may be subject to disciplinary action which could result in a loss of Dual Enrollment eligibility. Students in violation of LSSC's Student Code of Conduct are subject to disciplinary action that could affect high school and post-secondary graduation, scholarship eligibility, grade point average, and future postsecondary transfer and career plans. Dual Enrollment students submitting forms with forged parent/legal guardian and/or School Counselor

signature and/or falsified information forfeit Dual Enrollment eligibility for one full LSSC semester. Subsequent infractions of this nature will result in permanent loss of Dual Enrollment eligibility.

XIII. TRANSMISSION OF STUDENT GRADES

LSSC collects and shares grade data with the **SHORT NAME** using a secure online system. The **SHORT NAME** will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, upon request LSSC will provide **SHORT NAME** with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

XIV. FUNDING PROVISION AND COSTS INCURRED BY EACH ENTITY

Registration, matriculation and laboratory fees

Per §1007.27 (2), dual enrollment students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Dual enrollment Non-Public students are financially responsible for textbooks and electronic access codes as well as registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. purchase such ancillary materials at the student's expense.

Instructional cost arrangements

Per §1007.271 (21) (n) (1), F.S. Dual Enrollment programs, **SHORT NAME** shall pay the standard tuition rate per credit hour (\$71.98) to LSSC for enrollment in the fall and spring semesters. **SHORT NAME** will not be invoiced for enrollments during the summer semester (A, AE & B). LSSC shall provide **SHORT NAME** an itemized tuition invoices following established LSSC third party billing procedures and timelines.

XV. STUDENT TRANSPORTATION

Dual Enrollment students are responsible for arranging and paying for transportation to and from LSSC as well as all other Dual Enrollment related transportation. Parents/guardians assume all financial responsibility and liability for Dual Enrollment related transportation.

XVI. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Dual Enrollment students seeking academic accommodations for college-based or online courses should register with LSSC's Student Accessibility Services office, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XVII. ADDITIONAL POLICIES AND PROCEDURES

Attendance requests related state-mandated end-of-course assessments

Dual enrollment students must contact their LSSC faculty two weeks in advance to request accommodations for missed class and/or assignments due to a scheduled Advanced Placement (AP) exam or state mandated end-of-course (EOC) assessment.

Background investigations

LSSC represents and warrants to the **SHORT NAME** that it has read and is familiar with §1012.315, 1012.32, 112.465, 1012.467, and 1012.468 regarding background investigations. LSSC covenants to comply with all

requirements of the above-cited statutes and shall provide the **SHORT NAME** with proof of compliance upon request. To the extent permitted by and subject to the limitations specified in §768.28, LS F.S. LSSC agrees to indemnify and hold harmless the **SHORT NAME**, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from LSSC's failure to comply with the requirements of this paragraph of §1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

Right to audit

The Partners shall keep all records and supporting documentation which concern or relate to this Agreement for a minimum of three (3) years from the date of termination of this Agreement. Each party to this Agreement agrees to provide the other party, and their duly authorized representatives, access to records and supporting documentation as they relate to this agreement, upon request and at mutually agreeable times during normal business hours. In addition, each party shall have the right to audit, inspect and copy all of the records of the other party as they relate to this Agreement, upon request and at mutually agreeable times during normal business hours. The parties shall cooperate with each other in any such audit and inspection, and in allowing copies to be made. The access, inspection, copying and auditing rights of this Agreement shall survive the termination of this agreement.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) and the **SHORT NAME** Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

NON-PUBLIC SECONDARY SCHOOL

PRINCIPAL/COUNSELOR (PRINT NAME)

PRINCIPAL/COUNSELOR SIGNATURE

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley Sidor, President

Chairperson
District Board of Trustees

DATE

DUAL ENROLLMENT AGREEMENT
BETWEEN
SUMTER COUNTY SCHOOL BOARD
AND
DISTRICT BOARD OF TRUSTEES
SUMTER-SUMTER STATE COLLEGE
2020-2021

- College assignment deadlines are firm. Students are expected to complete and submit all assignments by the deadlines listed on the course syllabus. Instructors are not required to accept nor grade any late assignment.
- Gordon Rule courses require completion with a grade of "C" or higher.
- Course syllabi are available for students to review by contacting the course instructor during the add/drop period each semester and on Canvas.
- Course descriptions are available in the [LSSC Catalog & Student Handbook](#).
- All LSSC students will be exposed to a learning environment promoting the open exchange of ideas.
- LSSC course content is presented on an adult level and classroom discussions require a mature understanding of divergent viewpoints and the ability to think analytically. Courses will not be modified to accommodate variations in student age and/or maturity.
- Courses will not be modified to accommodate variations in student age and/or maturity.
- All LSSC students are free to access the Internet without restrictions per LSSC rules.

FERPA GUIDELINES

FERPA (Family Educational Rights and Privacy Act) is a federal law that protects the privacy of student educational records. Even though dual enrollment school students may be considered “dependent minors”, under (FERPA) they have rights to privacy in all matters relating to their collegiate educational record. Generally, LSSC, including the faculty members, will not release information relating to protected student information to non-LSSC officials without the student’s written consent. The practice of not releasing information extends to the release of information to parents and guardians. Information may not be released to parents or guardians unless the student has signed the LSSC FERPA waiver form.

VIII. EXCEPTIONS TO THE REQUIRED GRADE POINT AVERAGES

There are no exceptions to the required grade point average for Dual Enrollment eligibility.

IX. POSTSECONDARY REGISTRATION POLICIES

Academic deadlines

All academic deadlines are posted in the [LSSC Catalog & Student Handbook](#), the Dual Enrollment New Student Orientation Course Registration Guide and the [LSSC’s homepage](#). Dual enrollment students must comply with all policies and deadlines published in the [LSSC Catalog & Student Handbook](#). All schools maintain a website that includes a link to the [LSSC dual enrollment webpage](#).

Process by which students add/drop courses

Students are solely responsible for adding and dropping classes in LOIS, LSSC’s online course management system. Students dropping a course during the posted add/drop period may register for that course in a subsequent semester. Courses dropped during the LSSC add/drop period do not appear on transcripts. Students who seek course approval from their School Counselor and LSSC Academic Advisor by posted deadlines may modify LSSC course schedules during the posted add/drop period. Courses that are not approved by the fee payment deadline and/or add/drop deadline will result in the student being administratively dropped from the non-approved courses.

X. EXCEPTIONS TO FACULTY PROFESSIONAL RULES, GUIDELINES, AND EXPECTATIONS

There are no exceptions to the rules, guidelines, and expectations, as stated in the faculty handbook or student handbook, which apply to faculty members.

XI. FACULTY CREDENTIALS AND INTEGRITY OF COURSE CONTENT

Qualifications and selection of instructors

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2020-2021 DUAL ENROLLMENT AGREEMENT BETWEEN SUMTER COUNTY SCHOOL BOARD AND LAKE-SUMTER STATE COLLEGE

I. THE DUAL ENROLLMENT AGREEMENT

The Agreement is entered into by and between the SUMTER COUNTY SCHOOL BOARD ("SCSB") and Lake-Sumter State College District Board of Trustees ("LSSC"), collectively known as the "Partners." The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via dual enrollment effective July 1, 2020 and ending June 30, 2021.

Description of the Dual Enrollment program and the Agreement

The Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school. Early Admission is a form of dual enrollment through which eligible high school students enroll at LSSC on a full-time basis in courses that are creditable toward the high school diploma and the Associate degree.

The purpose of the Agreement is to develop and implement a comprehensive acceleration program for public high school students, reducing the time needed to complete the requirements of a high school diploma and a college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students.

The Agreement delineates institutional responsibilities to inform students and parents about articulated acceleration program options, eligibility criteria to ensure college readiness, the process for monitoring student performance, and the criteria by which the quality of dual enrollment programs are to be judged. Via the provisions of this Agreement, the Partners are committed to sharing resources, forming partnerships with private industries, and implementing innovative strategies, student and faculty workshops, and parental involvement activities that serve the needs of the local community.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this Agreement or from the activities of the staff, students, and faculty, as aforesaid under the provisions of the Agreement.

Amendments to the Agreement

The Agreement shall continue from July 1, 2020, and end June 30, 2021, and shall be revised and reviewed on an annual basis. The SCSB Superintendent or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards. The Agreement, once signed by the Partners and submitted to the State, can only be amended in accordance with Florida Rules and will remain in effect throughout the academic year for which established. All parties agree to abide by any Florida Department of Education rule changes, regarding college credit Dual Enrollment; due to take effect during the relevant academic year. Should either of the Partners initiate a modification or amendment to the Agreement, LCSB and LSSC will develop an action plan. The final amendment will go to both the SCSB and the LSSC Board of Trustees for formal approval.

II. STUDENT AND PARENT PARTICIPATION NOTIFICATION

Students and parents are notified of the option to participate in Dual Enrollment during annual academic planning in middle school and high school. Students and parents also receive information concerning Dual Enrollment opportunities through the following: individual student advisement with the School Counselor, the Student Progression Plan, school websites, and other district communications.

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC dual enrollment webpage](#).

III. COURSES AND PROGRAMS AVAILABLE TO DUAL ENROLLMENT STUDENTS

Pursuant to Florida statute, Dual Enrollment course options are intended to shorten the time necessary for a student to complete the requirements associated with the completion of a high school diploma and a postsecondary degree, broaden the scope of curricular options available at the high school, and increase the depth of study available.

The Partners will guide students toward courses that supplement rather than supplant what is available at the student's school of record. LSSC will advise each student in the development of an LSSC Advising Guide that aligns Dual Enrollment and Early Admission course selections to high school and LSSC graduation requirements. The Partners will advise dual enrollment students to prioritize enrollment in academic core courses that meet educational degree objectives, meta-major/transfer plan requirements, general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Partners will adhere to the [Dual Enrollment Course – High School Subject Area Equivalency List](#) in identifying LSSC college credit courses available to high school students through dual enrollment. LSSC does not offer all courses on the equivalency list and not all LSSC courses are offered each semester.

Courses and programs not available to dual enrollment students:

- LSSC independent study courses
- LSSC developmental education courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Dual Enrollment students are not permitted to audit any LSSC course

Magnets, Academies, Workforce demands and access to acceleration mechanisms

This Agreement does not include magnets or academies.

IV. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS

Statutory eligibility requirements: (Florida Statutes, Section 1007.271)

- College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- Be a student in grades 6-12 in an eligible school.
- Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

*See "Florida Department of Education Emergency Order 2020 EO-02" section for eligibility requirements from 5/13/20-12/31/20.

Additional initial Dual Enrollment eligibility requirements:

- Student must attend an LCSB high school full-time;
- Student should be classified as a junior or senior in secondary coursework on or before the first day of the college semester for which they are enrolling. Students in 6th-10th grades may request to participate in dual enrollment through their School Counselor;
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through dual enrollment;
- Must be in good conduct standing at both the LCSB high school of record and LSSC

Additional dual enrollment eligibility requirements for Early Admission:

- Student must be classified as a full- time LCSB senior in secondary coursework on or before the first day of the college semester for which they are enrolling.
- Student must have an unweighted 3.0 high school GPA.
- Students must successfully complete one semester of dual enrollment prior to enrolling in the Early Admission Program.
- Student must have a minimum 3.0 LSSC GPA.
- Continued eligibility for Early Admission requires the maintenance of a 3.0 LSSC GPA and 3.0 high school GPA.
- Must be in good conduct standing at both the LCSB high school of record and LSSC.
- Must pass all EOC requirements for high school graduation prior to enrolling as Early Admission.
- Sumter County: Students must enroll in one course at SCSB secondary school of enrollment while participating in Early Admission.

Specialized Dual Enrollment Programs Eligibility Guidelines

- Sumter County: Students who successful complete the Summer RISE Academy are eligible to enroll in MAT 1033 (or higher level math course) and SLS 1501 in the two (2) semesters following completion of the Academy.

Piloting new partnership initiatives to improve access to higher education

The Partners will collaborate to pilot new initiatives that will increase access to higher education through dual enrollment for Lake and Sumter county students. All future pilot initiatives will be negotiated by the Partners in accordance with Florida Rules.

Common placement testing

In accordance with State Board of Education Rule 6A-10.0315, students must successfully complete all sections of a common placement test, through scores on a single test or combination of tests, and meet all college ready cut score requirements as a prerequisite to Dual Enrollment eligibility and participation. LSSC accepts the highest test scores on any of the tests or combination of tests identified in the table below.

MINIMUM TEST SCORES FOR STATUTORY DUAL ENROLLMENT ELIGIBILITY			
TEST	READING	WRITING	MATH
PERT	106	103	114
ACT	19	17	19
SAT taken after March 2016:	24	25	24

LSSC offers PERT Testing on all three campuses and at the student's expense. Prospective Dual Enrollment students who wish to PERT Test at LSSC should register online for their testing session and pay the required fee at the Cashier/Enrollment Services Office prior to the testing session. Students wishing to test at LSSC must provide a state-issued ID when checking in to test.

Florida Department of Education Emergency Order 2020 EO-02

In response to the COVID-19 public health crisis, the Commissioner of Education suspended the testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3). Technical guidance was then subsequently provided by the Florida College System.

As a result, the following requirements for initial dual enrollment eligibility from 5/13/20-12/31/20 shall be in place and will supersede previous statutory requirements as outlined in the Emergency Order.

- 1) College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- 2) Demonstrated readiness for college coursework as demonstrated through local measures on the PSAT/NMSQT, FSA scores, or EOC scores described below. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- 3) Be a student in grades 6-12 in an eligible school.
- 4) Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

Local Measures:

Assessment	Section	Minimum Score	LSSC Level	LSSC Course(s)
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Evidence-Based Reading and Writing (EBRW):	430	English & Reading	ENC 1101
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	480	College-ready Mathematics	MAT 1033 MAT 1100
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	530	College level placement	MAC 1105 MGF 1106 MGF 1107
FSA	ELA	Level 4 or 5	English & Reading	ENC 1101
FSA	Mathematics	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100
EOC	Algebra 1 or Geometry	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100

PERT Pilot Program

In order to increase access to higher education through dual enrollment for students, the PERT Pilot project will be implemented to provisionally admit students to the Dual Enrollment program who have passed two of the three PERT sections. Participants in this pilot program may only enroll in fall and spring courses. Otherwise eligible students who have met college ready cut scores on the PERT in Reading and Writing will only be

eligible to enroll for SLS 1501, SLS 1401, ENC 1101 and ENC 1102. Students who have met college-ready cut scores on the PERT in Reading and Math will only be eligible to enroll for MAT 1033 and MAC 1105 (as determined placement score).

Participants in the PERT Pilot will be identified by the School Counselor and will complete a modified application and registration process. All application materials must be received by August 1st for fall or December 1st for spring. Participants in this pilot are responsible for completing all required enrollment steps for dual enrollment students.

This pilot is not open to students seeking initial dual enrollment eligibility from 5/13/20-12/31/20 in accordance with Education Emergency Order 2020-EO-02.

V. PROCESS TO PARTICIPATE IN DUAL ENROLLMENT

Established deadlines

Dual Enrollment student registration, course approval, fee payment, enrollment, add/drop, and withdrawal must comply with all LSSC policies and deadlines as published in the [LSSC Catalog & Student Handbook](#) and the [LSSC webpage](#). Dual Enrollment students have the same registration dates as traditional degree-seeking students.

Admissions application forms

The School Counselor provides the online LSSC Dual Enrollment Admissions Application to interested students meeting all dual enrollment eligibility requirements. There is no application fee for Dual Enrollment applicants.

Where to submit admissions application materials

Students submit the online LSSC Dual Enrollment Admissions Application, along with placement test and high school GPA documentation to by the posted application deadlines.

Recommendations/signatures required for participation in dual enrollment

The LSSC Dual Enrollment Admissions Application must be signed by the student, the student's parent/legal guardian, and the School Counselor.

Process by which students register for courses

Dual Enrollment students must register for courses online using LOIS, LSSC's online course management system. All first-time Dual Enrollment students are required to complete the two part LSSC New Student Orientation Program (SOAR), during which students receive instructions on how to add and drop courses in LOIS.

Maximum course loads

Dual Enrollment students are permitted to enroll in a maximum of nine (9) credits per semester fall and spring semesters and seven (7) credits for summer semester (A, AE, and B combined). Early Admission students must enroll in a minimum of twelve (12) credits and may enroll in a maximum of eighteen (18) credits each fall and spring semester. Dual Enrollment and Early Admission students are not permitted to exceed 60 credit hours. Students seeking additional hours in order to fulfill graduation and/or degree requirements, may appeal through LSSC's established credit overload process.

Course Approval

Once registered, Dual Enrollment and Early Admission students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively

dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#), and the [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a "W" on the high school and the college transcripts. All grades, including "W" for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC's posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

Second attempts

Students who earn a "D," "F," "W," or "WN" in an LSSC course, will be permitted to enroll in one course for the subsequent semester if their GPA meets continued eligibility standards. The one course must be the same course in which they earned the "D," "F," "W," or "WN". Upon demonstration of acceptable academic performance (C or better), the student will once again qualify for regular Dual Enrollment and/or Early Admission maximum course loads. Students wishing to enroll in a second attempt who do not meet continued eligibility standards, may request a waiver through established process facilitated by their Counselor and LSSC Dual Enrollment Advisor.

Grade forgiveness

Dual Enrollment students withdrawing from or failing an LSSC course may retake a comparable high school course for grade forgiveness at the high school of enrollment in accordance with the LCSB Grade Forgiveness/Credit Recovery Policy.

Upon graduation from High School, students may apply for readmission to LSSC as a degree-seeking student and retake the withdrawn course or failed course for grade forgiveness. Since grade forgiveness policies differ among postsecondary institutions, students planning to transfer to another college or university should contact the appropriate postsecondary institution for grade forgiveness policy information.

Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. Dual Enrollment students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC's Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, neither the LCSB

nor the school of record can make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

A grade of “C” or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of “D” or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of “D” or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of “D”. Students should contact the appropriate postsecondary institution for transferability of credit. A grade of “I” may be assigned in extreme circumstances. Incomplete “I” grades not completed within LSSC’s designated timeframe automatically convert to an “F” grade on both the high school and college transcripts and calculate as “F” in computing both the high school and the college GPAs. Withdrawals (“W”) are not included in calculating the high school or college GPA.

Students wishing to appeal a course grade must follow LSSC’s grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Dual Enrollment students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Associate Dean of Students using LSSC’s administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

VI. HIGH SCHOOL CREDIT DUAL ENROLLMENT COURSE EQUIVALENCY

Under Dual Enrollment, approved LSSC courses will be used to fulfill academic or academic elective credit requirements for high school graduation. All LSSC courses available to dual enrollment students are included in the [Dual Enrollment Course – High School Subject Area Equivalency List](#) and, as such, upon successful completion, credits apply to high school diploma coursework requirements.

Alternative Credit

LSSC will accept alternative credit from a variety of methods including, but not limited to, Advanced Placement (AP), International Baccalaureate (IB), Cambridge Advanced International Certificate of Education (AICE), and CLEP. For a list of alternative ways to earn college credit, visit the [LSSC Catalog and Student Handbook](#). Students may only earn college credit or alternative credit, not both.

Weighting of Dual Enrollment course grades

Sumter County - Dual enrollment, college-level, academic credit courses are weighted at 5.0 on a 4.0 scale

Transfer Guarantees

The Florida Department of Education “Statement on Dual Enrollment Transfer Guarantees” is available at <http://www.fldoe.org/policy/articulation/>

VII. COLLEGE-LEVEL EXPECTATIONS

All LSSC courses meet curricular and rigor expectations as non-Dual Enrollment postsecondary instruction. All Dual Enrollment students receive information concerning college-level course expectations and LSSC General Education Requirements in New Student Orientation (SOAR), on the College’s and dual enrollment program’s web pages, in the [LSSC Catalog & Student Handbook](#) and during individual academic advising sessions with LSSC Academic Advisors.

Academic Advising

School Counselors and LSSC Academic Advisors provide academic advisement and guidance services to Dual Enrollment and Early Admission students. These services may include but are not limited to: individual and/or classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

The New Student Orientation (SOAR) program is a cornerstone of the academic advising relationship established between Dual Enrollment students and LSSC's Staff. Dual Enrollment students are required to participate in LSSC's two-part SOAR program prior to beginning Dual Enrollment coursework. Each Dual Enrollment student receives an "Advising Guide" and will be notified of the online [LSSC Catalog & Student Handbook](#) at SOAR.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Dual Enrollment eligibility during individual advising sessions with the School Counselors and with the LSSC Dual Enrollment staff. Dual enrollment and Early Admission students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

The LSSC Dual Enrollment and Academic Advising staff advises students of the following LSSC academic expectations:

- College courses permitted under Dual Enrollment must meet postsecondary course content requirements as specified in the Statewide Course Numbering System.
- College courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.
- Two to three hours of homework are expected for each hour spent in a classroom setting.
- College assignment deadlines are firm. Students are expected to complete and submit all assignments by the deadlines listed on the course syllabus. Instructors are not required to accept nor grade any late assignment.
- Gordon Rule courses require completion with a grade of "C" or higher.
- Course syllabi are available for students to review by contacting the course instructor during the add/drop period each semester and on Canvas.
- Course descriptions are available in the [LSSC Catalog & Student Handbook](#).
- All LSSC students will be exposed to a learning environment promoting the open exchange of ideas.
- LSSC course content is presented on an adult level and classroom discussions require a mature understanding of divergent viewpoints and the ability to think analytically. Courses will not be modified to accommodate variations in student age and/or maturity.
- Courses will not be modified to accommodate variations in student age and/or maturity.
- All LSSC students are free to access the Internet without restrictions per LSSC rules.

FERPA GUIDELINES

FERPA (Family Educational Rights and Privacy Act) is a federal law that protects the privacy of student educational records. Even though dual enrollment school students may be considered "dependent minors", under (FERPA) they have rights to privacy in all matters relating to their collegiate educational record. Generally, LSSC, including the faculty members, will not release information relating to protected student information to non-LSSC officials without the student's written consent. The practice of not releasing

information extends to the release of information to parents and guardians. Information may not be released to parents or guardians unless the student has signed the LSSC FERPA waiver form.

VIII. EXCEPTIONS TO THE REQUIRED GRADE POINT AVERAGES

There are no exceptions to the required grade point average for dual enrollment eligibility.

IX. POSTSECONDARY REGISTRATION POLICIES

Academic deadlines

All academic deadlines are posted in the [LSSC Catalog & Student Handbook](#), the Dual Enrollment New Student Orientation Course Registration Guide, and on the [LSSC's homepage](#). Dual enrollment students must comply with all policies and deadlines published in the [LSSC Catalog & Student Handbook](#).

Process by which students add/drop courses

Students are solely responsible for adding and dropping classes in LOIS, LSSC's online course management system. Students dropping a course during the posted add/drop period may register for that course in a subsequent semester. Courses dropped during the LSSC add/drop period do not appear on transcripts. Students who seek course approval from their School Counselor and LSSC Academic Advisor by posted deadlines may modify LSSC course schedules during the posted add/drop period. Courses that are not approved by the fee payment deadline and/or add/drop deadline will result in the student being administratively dropped from the non-approved courses.

High School Based Course Enrollment Capacities

Minimum and maximum enrollments for LSSC courses taught on the LCSB High School Campus will be determined by the LSSC.

X. EXCEPTIONS TO FACULTY PROFESSIONAL RULES, GUIDELINES, AND EXPECTATIONS

There are no exceptions to the rules, guidelines, and expectations, as stated in the faculty handbook or student handbook, which apply to faculty members.

XI. FACULTY CREDENTIALS AND INTEGRITY OF COURSE CONTENT

Qualifications and selection of instructors

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

Assessment of instructors

All LSSC courses are taught according to the approved Master Course Outline and course syllabus template. The evaluation process, including the use of LSSC's standard evaluation instruments and any follow-up with the instructor, will be conducted in the same manner as would be the case for any LSSC adjunct faculty member.

XII. STUDENT ELIGIBILITY AND PERFORMANCE MONITORING

Student eligibility screening

The School Counselors verify high school GPA, college placement test scores, and academic standing.

Procedures for College readiness testing at the high school and college site

The LCSB administers the PERT assessment on school campuses throughout the year.

Ongoing monitoring for continued participation in Dual Enrollment & Early Admission

Students seeking to continue taking LSSC academic credit through Dual Enrollment must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. Early Admission students must maintain a 3.0 unweighted high school GPA and 3.0 cumulative LSSC GPA for continued eligibility. School Counselors confirm high school GPA eligibility before approving student courses each semester.

School Counselors and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Dual Enrollment eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue Dual Enrollment or participation. A student that no longer meets the Early Admission high school or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

It is the responsibility of the Dual Enrollment student to inform LSSC Admissions and Records if they transfer schools (public, private, and home education) from their initial school at time of application.

Student behavior and suspension/expulsion policy

Dual enrollment students, including Early Admission, must adhere to both the LCSB and LSSC Student Codes of Conduct. All dual enrollment students assume the responsibility to become familiar with and to abide by LSSC Student Rights and Responsibilities as defined by the College Administrative Policies and Procedures and referenced in the Student Code of Conduct in the [LSSC Catalog & Student Handbook](#). The School Counselors and LSSC Dual Enrollment staff will provide timely notification of any Dual Enrollment student suspended or expelled from either the school of record or from LSSC. In cases where a student is suspended from the school of record, the student may not attend LSSC courses and activities during the suspension period. In cases of expulsion from the school of record, the student may not enroll in or attend LSSC courses or activities during the expulsion period.

Students who conduct themselves in a manner disruptive to the LSSC learning environment may be subject to disciplinary action which could result in a loss of Dual Enrollment eligibility. Students in violation of LSSC's Student Code of Conduct are subject to disciplinary action that could affect high school and post-secondary graduation, scholarship eligibility, grade point average, and future postsecondary transfer and career plans. Dual Enrollment students submitting forms with forged parent/legal guardian and/or School Counselor signature and/or falsified information forfeit Dual Enrollment eligibility for one full LSSC semester. Subsequent infractions of this nature will result in permanent loss of Dual Enrollment eligibility.

XIII. TRANSMISSION OF STUDENT GRADES

LSSC collects and shares grade data with the LCSB using a secure online system. The LCSB will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, upon request LSSC will provide LCSB with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

XIV. FUNDING PROVISION AND COSTS INCURRED BY EACH PARTNER

Registration, matriculation and laboratory fees

Per §1007.271 (2), Dual Enrollment students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per §1007.271 (17), LCSB loans dual enrollment students the required textbooks and provides electronic access codes, free of charge, to Dual Enrollment students. Dual Enrollment textbooks are the property of the LCSB and all LCSB textbook policies apply. Dual Enrollment students registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. such ancillary materials are purchased at the student's expense.

Instructional cost arrangements

Per §1007.271 (21) (n) (1), School Districts shall pay the standard tuition rate per credit hour (\$71.98) in the fall and spring semesters from funds provided in the Florida Education Finance Program to LSSC providing instruction does not take place on a high school campus. LSSC will charge no tuition or fees for dual enrollment classes when instruction is paid for and provided by LCSB on LCSB property. When dual enrollment is provided on a LCSB High School campus by LSSC faculty, LCSB shall reimburse the cost associated with LSSC's proportion of salary and benefits and actual costs to provide the instruction. LCSB will not be invoiced for any student tuition during the summer semester. LSSC shall provide LCSB itemized tuition invoices following established LSSC third party billing procedures and timelines. Per §1007.271, F.S., LSSC cannot accept payment for courses from Dual Enrollment students or their parents.

Textbook processes

1. LCSB purchases, stores, and maintains all hard copy textbooks.
2. LCSB loans textbooks and purchases access codes for Dual Enrollment students for use in LSSC courses.
3. LSSC's Bookstore Manager provides LCSB with a list of the currently adopted textbooks and access codes as soon as that information becomes available, but no later than one semester before a course is offered.
4. At the end of each semester, LCSB notifies Dual Enrollment students of the procedure for returning loaned textbooks.
5. Students failing to return loaned textbooks may not enroll in LSSC courses until materials or monies owed are satisfied.
6. LSSC provides LCSB with a list of Dual Enrollment students who have officially withdrawn from classes at the end of the semester to ensure return and/or payment of textbooks and materials.

Textbook selection and use

All textbooks are selected for each course by the appropriate LSSC faculty member(s) and approved by the appropriate LSSC academic department. Textbooks will be used for a minimum of two years unless the current edition is no longer available from the publisher. LSSC will review textbook requirements in the fall of each year and communicate changes with LCSB.

XV. STUDENT TRANSPORTATION

Dual Enrollment students are responsible for arranging and paying for transportation to and from LSSC as well as all other Dual Enrollment related transportation. Parents/guardians assume all financial responsibility and liability for Dual Enrollment related transportation.

Sumter County Public Dual Enrollment students who enroll in LSSC courses at the Sumter Center have the option of utilizing transportation provided by SCSB if such transportation is offered.

XVI. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Dual Enrollment students seeking academic accommodations for college-based or online courses should register with LSSC's Student Accessibility Services Office, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XVII. ADDITIONAL POLICIES AND PROCEDURES

Student data requests

LSSC will collect and compile Dual Enrollment data to develop the *LSSC Dual Enrollment Research Review* to be updated and distributed once per semester to the LCSB. Data requests beyond semester grade and enrollment reports must be submitted by the requesting party with minimum 30 days advance notice.

Attendance requests related state-mandated end-of-course assessments

Dual enrollment students must contact their LSSC faculty two weeks in advance to request accommodations for missed class and/or assignments due to a scheduled Advanced Placement (AP) exam or state mandated end-of-course (EOC) assessment.

Mailings

The LCSB provides directory information to LSSC up to four times per year. LSSC provides at least a thirty-day written notice for all directory information requests.

Background investigations

LSSC represents and warrants to the LCSB that it has read and is familiar with §1012.315, 1012.32, 112.465, 1012.467, and 1012.468 regarding background investigations. LSSC covenants to comply with all requirements of the above-cited statutes and shall provide the LCSB with proof of compliance upon request. To the extent permitted by and subject to the limitations specified in §768.28, LS F.S. LSSC agrees to indemnify and hold harmless the LCSB, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from LSSC's failure to comply with the requirements of this paragraph of §1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

Right to audit

The Parties shall keep all records and supporting documentation which concern or relate to this Agreement for a minimum of three (3) years from the date of termination of this Agreement. Each party to this Agreement agrees to provide the other party, and their duly authorized representatives, access to records and supporting documentation as they relate to this agreement, upon request and at mutually agreeable times during normal business hours. In addition, each party shall have the right to audit, inspect and copy all of the records of the other party as they relate to this Agreement, upon request and at mutually agreeable times during normal business hours. The parties shall cooperate with each other in any such audit and inspection, and in allowing copies to be made. The access, inspection, copying and auditing rights of this Agreement shall survive the termination of this agreement.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) and the SCSB Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

SCHOOL BOARD OF SUMTER COUNTY, FLORIDA

LAKE-SUMTER STATE COLLEGE

Mr. Richard Shirley, Superintendent

Dr. Stanley Sidor, President

Chair, School Board Sumter County, Florida

Chair, District Board of Trustees

DATE

DATE

**EARLY COLLEGE PROGRAM
DUAL ENROLLMENT AGREEMENT
BETWEEN
THE VILLAGES CHARTER SCHOOL
AND
DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
2020-2021**

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2020-2021 Lake-Sumter State College Dual Enrollment Agreement with the Villages Charter School

THE DUAL ENROLLMENT AGREEMENT

This Agreement is entered into by and between The Villages Charter School Incorporated ("VCS") and Lake-Sumter State College District Board of Trustees ("LSSC") collectively known as the "Partners." The Agreement shall govern the eligibility and enrollment of the students and the administration of the high school-based and college-based courses offered via dual enrollment effective July 1, 2020 and ending June 30, 2021.

Description of the Dual Enrollment program and the agreement

The Dual Enrollment program allows for the enrollment of an eligible secondary student in postsecondary coursework creditable toward high school diploma requirements and an associate or baccalaureate degree. The program provides eligible secondary students the opportunity to take LSSC courses while concurrently enrolled in high school.

The purpose of this Agreement is to develop and implement a comprehensive acceleration program for The Villages Charter High School students, reducing the time needed to complete the requirements of a high school diploma and a college degree, broaden the scope of curricular options available to students, and increase the rigor and variety of course offerings available to students through a formal Early College program.

The Agreement delineates institutional responsibilities to inform students and parents about articulated acceleration program options, eligibility criteria to ensure college readiness, the process for monitoring student performance, and the criteria by which the quality of dual enrollment programs are to be judged. Via the provisions of this Agreement, the Partners are committed to sharing resources, forming partnerships with private industries, and implementing innovative strategies, student and faculty workshops, and parental involvement activities that serve the needs of the local community. This Agreement outlines strategies for collaborative professional development to improve instructional efficacy, encourage the use of instructional technologies, address critical needs, and support in-service initiatives.

To the extent authorized by Florida law, the parties indemnify and hold harmless each other and/or all of its officers, employees, or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability, loss damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees or agents, may incur arising from the negligence of the other party during the performance of any provision of this Agreement or from the activities of the staff, students, and faculty, as aforesaid under the provisions of the Agreement.

Amendments to this agreement

The Agreement shall continue from July 1, 2020, and end June 30, 2021, and shall be revised and reviewed on an annual basis. The VCS Director of Education or designee, and the LSSC President or designee, shall conduct the annual renewal by presenting any revisions for the adoption to the respective boards. The Agreement, once signed by the Partners and submitted to the State, can only be amended in accordance with Florida Rules and will remain in effect throughout the academic year for which established. All parties agree to abide by any Florida Department of Education rule changes, regarding college credit Dual Enrollment; due to take effect during the relevant academic year. Should either of the Partners initiate a modification or amendment to the Agreement, VCS and LSSC will develop an action plan. The final amendment will go to both the VCS School Board and the LSSC Board of Trustees for formal approval.

II. STUDENT AND PARENT PARTICIPATION NOTIFICATION

VCS notifies students and parents of the option to participate in dual enrollment during annual academic planning with the high school counselor and the LSSC Dual Enrollment Handbook.

LSSC notifies students of the option to participate in Dual Enrollment during college informational events such as LSSC College Night. LSSC staff, including recruiters and the Dual Enrollment Staff, regularly visit local schools to share college and career program and enrollment information. LSSC also produces and distributes program eligibility and enrollment materials to School Counselors and students. Dual enrollment information and resources are also available on the [LSSC dual enrollment webpage](#).

III. COURSES AND PROGRAMS AVAILABLE TO DUAL ENROLLMENT STUDENTS

Pursuant to Florida statute, Dual Enrollment course options are intended to shorten the time necessary for a student to complete the requirements associated with the completion of a high school diploma and a postsecondary degree, broaden the scope of curricular options available at the high school, and increase the depth of study available.

Each year, LSSC and VCS collaboratively develop a class schedule available to VCS students offered at the VCS High School campus. During High School hours, VCS students admitted to the Early College program have the opportunity to participate in LSSC courses offered at the VCS High School campus. VCS Early College program participants are also eligible to enroll in LSSC classes offered fully online and at the Leesburg, South Lake and Sumter campuses when aligned to the student's prescribed academic plan and approved by the VCS High School Principal or designee. These classes must adhere to the [Dual Enrollment Course – High School Subject Area Equivalency List](#).

LSSC will advise each student in the development of an LSSC Advising Guide that aligns Dual Enrollment and Early Admission course selections to high school and LSSC graduation requirements. The Partners will advise dual enrollment students to prioritize enrollment in academic core courses that meet educational degree objectives, meta-major/transfer plan requirements, general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program.

Courses and programs not available to dual enrollment students:

- LSSC independent study courses
- LSSC developmental courses
- LSSC physical education skills courses
- LSSC's Associate in Science in Nursing limited access program and Baccalaureate programs
- Dual Enrollment students are not permitted to audit any LSSC course

Magnets, Academies, Workforce demands and access to acceleration mechanisms

This Agreement does not include magnets or academies.

IV. DUAL ENROLLMENT ELIGIBILITY REQUIREMENTS

Statutory eligibility requirements: (Florida Statutes, Section 1007.271)

- College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA
- Demonstrated readiness for college coursework as demonstrated through scores on a common placement test as established in State Board of Education Rule 6A-10.0315. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- Be a student in grades 6-12 in an eligible school.

- Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.
- Students who will graduate from high school prior to completion of an LSSC course may not register for the course through Dual Enrollment.
- Students may lose the opportunity to participate in the Dual Enrollment program if they are disruptive to the learning process.

*See “Florida Department of Education Emergency Order 2020 EO-02” section for eligibility requirements from 5/13/20-12/31/20.

Additional initial eligibility requirements:

- Student must be enrolled at the VCS High School
- Student must be classified as a junior or senior in secondary coursework on or before the first day of the college semester for which they are enrolling. Students in 6th-10th grades may request to participate in dual enrollment through their School Counselor
- A student projected to graduate from high school before the scheduled completion date of an LSSC course may not register for that course through dual enrollment. The student may; however, apply for readmission to LSSC as a traditional degree seeking student and pay the required registration, tuition, and fees if the student meets the LSSC admissions requirements under s. 1007.263, F.S.

Piloting new partnership initiatives to improve access to higher education

The Partners will collaborate to pilot new initiatives that will increase access to higher education through dual enrollment for Lake and Sumter county students. All future pilot initiatives will be negotiated by the Partners in accordance with Florida Rules.

Common placement test scores

In accordance with State Board of Education Rule 6A-10.0315, students must successfully complete all sections of a common placement test, through scores on a single test or combination of tests, and meet all college ready cut score requirements as a prerequisite to Dual Enrollment eligibility and participation. LSSC accepts the highest test scores on any of the tests or combination of tests identified in the table below.

MINIMUM TEST SCORES FOR STATUTORY DUAL ENROLLMENT ELIGIBILITY			
TEST	READING	WRITING	MATH
PERT	106	103	114
ACT	19	17	19
SAT taken as of March 2016:	24	25	24

LSSC offers PERT Testing on all three campuses and at the student’s expense. Prospective Dual Enrollment students who wish to PERT Test at LSSC should register online for their testing session and pay the required fee at the Cashier/Enrollment Services Office prior to the testing session. Students wishing to test at LSSC must provide a state-issued ID when checking in to test.

Florida Department of Education Emergency Order 2020 EO-02

In response to the COVID-19 public health crisis, the Commissioner of Education suspended the testing requirement for student eligibility for initial enrollment in college credit dual enrollment courses taken through December 31, 2020 provided in section 1007.271(3). Technical guidance was then subsequently provided by the Florida College System.

As a result, the following requirements for initial dual enrollment eligibility from 5/13/20-12/31/20 shall be in place and will supersede previous statutory requirements as outlined in the Emergency Order.

- 1) College credit: 3.0 unweighted high school GPA or Career certificate: 2.0 unweighted GPA.
- 2) Demonstrated readiness for college coursework as demonstrated through local measures on the PSAT/NMSQT, FSA scores, or EOC scores described below. All sections of a common placement test must be successfully completed, through scores on a single test or combination of tests, for dual enrollment participation.
- 3) Be a student in grades 6-12 in an eligible school.
- 4) Continued eligibility requires the maintenance of a 3.0 unweighted high school GPA (College credit) or a 2.0 unweighted high school GPA (Career certificate), and the maintenance of a minimum 2.0 LSSC cumulative GPA.

Local Measures:

Assessment	Section	Minimum Score	LSSC Level	LSSC Course(s)
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Evidence-Based Reading and Writing (EBRW):	430	English & Reading	ENC 1101
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	480	College-ready Mathematics	MAT 1033 MAT 1100
PSAT 8/9, PSAT 10 and PSAT/NMSQT	Math	530	College level placement	MAC 1105 MGF 1106 MGF 1107
FSA	ELA	Level 4 or 5	English & Reading	ENC 1101
FSA	Mathematics	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100
EOC	Algebra 1 or Geometry	Level 4 or 5	College-ready Mathematics	MAT 1033 MAT 1100

Common Placement Test Pilot Program

In order to increase access to higher education through dual enrollment for students, a pilot project will be implemented to provisionally admit students to the Dual Enrollment program who have passed two of the three PERT sections. Participants in this pilot program may only enroll in fall and spring courses. Otherwise eligible students who have met college ready cut scores on the PERT in Reading and Writing will only be eligible to enroll for SLS 1501, SLS 1401, ENC 1101 and ENC 1102. Students who have met college-ready cut scores on the PERT in Reading and Math will only be eligible to enroll for MAT 1033 and MAC 1105 (as determined placement score).

Participants in this pilot will be identified by the School Counselor and will complete a modified application and registration process. All application materials must be received by August 1st for fall or December 1st for spring. Participants in this pilot are responsible for completing all required enrollment steps for dual enrollment students.

This PERT pilot is not open to students seeking initial dual enrollment eligibility from 5/13/20-12/31/20 in accordance with Education Emergency Order 2020-EO-02.

V. PROCESS WHICH STUDENTS AND THEIR PARENTS EXERCISE THE OPTIONS TO PARTICIPATE IN DUAL ENROLLMENT

Established deadlines

Dual Enrollment student registration, course approval, fee payment, enrollment, add/drop, and withdrawal must comply with all LSSC policies and deadlines as published in the [LSSC Catalog & Student Handbook](#) and [LSSC webpage](#). Dual Enrollment students have the same registration dates as traditional degree-seeking students.

Admissions application forms

To apply for the dual enrollment program, applicants must meet the eligibility requirements as described in Florida Statutes, Section 1007.271. VCS High School Counselors provide LSSC Dual Enrollment admissions materials to interested students meeting all dual enrollment eligibility requirements. There is no application fee for Dual Enrollment applicants.

Person to whom parents and/or students submit admissions application materials

Students submit the online LSSC Dual Enrollment Admissions Application, along with placement test and high school GPA documentation by the posted application deadlines.

Recommendations/signatures required for Participation in dual enrollment

The LSSC Dual Enrollment Admissions Application must be signed by the student, the student's parent/legal guardian, and the School Counselor.

Process by which students register for courses

Dual Enrollment students must register for courses online using LOIS, LSSC's online course management system. All first-time Dual Enrollment students are required to complete the two part LSSC New Student Orientation Program (SOAR), during which students receive instructions on how to add and drop courses in LOIS.

Once registered, Dual Enrollment and Early Admission students must seek course approval through their School Counselor by the posted first fee payment deadline. Students may register through the end of LSSC's posted add/drop registration period. Courses not approved by the established deadline will be administratively dropped. Appeals for reinstatement will not be permitted. Students are responsible for all courses that they enroll in and are solely responsible for adding and dropping courses via LOIS by the add/drop deadline.

Maximum course loads

Dual enrollment students may enroll in a maximum of 18 credit hours for fall semester, 18 credit hours for spring semester and 12 credit hours for summer (A, AE & B combined). Any exception to the maximum hours per semester must be approved through the overload request process with the Early College Advisor. Students wishing to obtain approval for a larger course load must have at least a "B" college average.

Dual enrollment students are prohibited from earning more than 60 credit hours unless the student is taking a course to complete degree requirements or high school graduation requirements. Exceptions to this policy require approval from VCS Vice-Principal for Curriculum and the LSSC Vice President of Enrollment and Student Affairs.

Process by which students withdraw from courses

Students must comply with the withdrawal policies and deadlines published in the [LSSC Catalog & Student Handbook](#) and [LSSC webpage](#).

Students withdrawing from a course during the LSSC withdrawal period will earn a “W” on the high school and the college transcripts. All grades, including “W” for withdrawal, become a permanent part of a student's high school and college transcripts and may affect subsequent postsecondary admissions and program eligibility.

To withdraw from or drop a course after the posted add/drop deadline, a student must submit a completed LSSC Course Withdrawal Form which is available at the LSSC Admissions and Records Office/Enrollment Services and on the [LSSC Admission and Records Office](#) website. The form must be signed by the student, the School Counselor and the LSSC Dual Enrollment staff, and submitted to the LSSC Admissions & Records Office/Enrollment Services by LSSC’s posted withdrawal deadline.

Initial Attendance

Students must attend the courses for which they are registered at least once during the first two weeks of any semester. Students enrolled in fully online courses must participate in an academic related activity (academic assignment) in order to satisfy initial attendance verification.

Students will be administratively dropped from the courses that they are not attending and received a WN grade on their transcript. Students who are administratively dropped due to non-attendance will not be permitted to re-enroll.

Second attempts

Students who earn a “D,” “F,” “W,” or “WN” in an LSSC course, will be permitted to enroll in one course for the subsequent semester if their GPA meets continued eligibility standards. The one course must be the same course in which they earned the “D,” “F,” “W,” or “WN”. Upon demonstration of acceptable academic performance (C or better), the student will once again qualify for regular Dual Enrollment and/or Early Admission maximum course loads. Students wishing to enroll in a second attempt who do not meet continued eligibility standards, may request a waiver through established process facilitated by their Counselor and LSSC Dual Enrollment Advisor.

Grade forgiveness

Dual Enrollment students withdrawing from or failing an LSSC course may retake a comparable high school course for grade forgiveness at the high school of enrollment in accordance with the VCS Grade Forgiveness/Credit Recovery Policy.

Upon graduation from High School, students may apply for readmission to LSSC as a degree-seeking student and retake the withdrawn course or failed course for grade forgiveness. Since grade forgiveness policies differ among postsecondary institutions, students planning to transfer to another college or university should contact the appropriate postsecondary institution for grade forgiveness policy information.

Grades

LSSC faculty members assign letter grades (A, B, C, D, and F) to all LSSC courses available for dual enrollment. Dual Enrollment students access final grades via the LOIS course management system. All decisions and actions related to final course grades must be consistent with LSSC’s Standards of Academic Progress, rules, and procedures posted in the [LSSC Catalog & Student Handbook](#). Once LSSC assigns grades, neither the VCS nor the school of record can make any grade changes when recording or posting grades to the high school transcript. The school of record records the Dual Enrollment credit and letter grade on the school transcript. In rare cases, a student may appeal after final grades have posted for a late withdrawal or administrative drop. In these cases, LSSC will work directly with the school of record to provide necessary documentation for the necessary change to the secondary school transcript.

VCS records the dual enrollment credit and letter grade on the high school transcript. For any Advanced Placement (AP) course, a student may only earn college credit or AP credit, not both.

A grade of “C” or higher proves satisfactory completion of a course fulfilling the Gordon Rule Requirement and earning postsecondary credit. A grade of “D” or higher proves satisfactory completion of coursework for high school diploma requirements and high school credit is awarded. However, a grade of “D” or higher may not satisfy LSSC degree requirements but credits will be awarded. Other postsecondary institutions may or may not award/transfer credit for a grade of “D”. Students should contact the appropriate postsecondary institution for transferability of credit. A grade of “I” may be assigned in extreme circumstances. Incomplete “I” grades not completed within LSSC’s designated timeframe automatically convert to an “F” grade on both the high school and college transcripts and calculate as “F” in computing both the high school and the college GPAs. Withdrawals (“W”) are not included in calculating the high school or college GPA.

Dual enrollment students may appeal grades issued by LSSC faculty only if the grade is alleged arbitrary and/or capricious as described in the LSSC Catalog & Student Handbook. Students wishing to appeal an assignment or course grade must follow LSSC’s grade grievance procedures as described in the LSSC Catalog & Student Handbook.

Students wishing to appeal a course grade must follow LSSC’s grade grievance procedures as described in the [LSSC Catalog & Student Handbook](#).

Dual Enrollment students who believe it necessary to withdraw from a course or who failed a course due to extenuating circumstances may appeal to the LSSC Associate Dean of Students using LSSC’s administrative appeal process outlined in the [LSSC Catalog & Student Handbook](#).

VI. HIGH SCHOOL CREDIT DUAL ENROLLMENT COURSE EQUIVALENCY

Under Dual Enrollment, approved LSSC courses will be used to fulfill academic or academic elective credit requirements for high school graduation. All LSSC courses available to dual enrollment students are included in the [Dual Enrollment Course – High School Subject Area Equivalency List](#) and, as such, upon successful completion, credits apply to high school diploma coursework requirements.

Alternative Credit

LSSC will accept alternative credit from a variety of methods including, but not limited to, Advanced Placement (AP), International Baccalaureate (IB), Cambridge Advanced International Certificate of Education (AICE), and CLEP. For a list of alternative ways to earn college credit, visit the [LSSC Catalog and Student Handbook](#). Students may only earn college credit or alternative credit, not both.

Weighting of Dual Enrollment course grades

Dual enrollment, college-level, academic credit courses are weighted as honors credit at VCS High School.

Transfer Guarantees

The Florida Department of Education “Statement on Dual Enrollment Transfer Guarantees” is available at <http://www.fldoe.org/policy/articulation/>

VII. COLLEGE-LEVEL EXPECTATIONS

All LSSC courses meet curricular and rigor expectations as non-Dual Enrollment postsecondary instruction. All Dual Enrollment students receive information concerning college-level course expectations and LSSC General Education Requirements in New Student Orientation, on the College’s and dual enrollment program’s web pages, in the [LSSC Catalog & Student Handbook](#) and during individual academic advising sessions with LSSC Academic Advisors.

Academic Advising

School Counselors and LSSC Academic Advisors provide academic advisement and guidance services to Dual Enrollment and Early Admission students. These services may include but are not limited to: individual and/or classroom guidance, college workshops and college transition resources, college majors and prerequisite information, and weighting systems.

The New Student Orientation (SOAR) program is a cornerstone of the academic advising relationship established between Dual Enrollment students and LSSC's Staff. Dual Enrollment students are required to participate in LSSC's two-part SOAR program prior to beginning Dual Enrollment coursework. Each Dual Enrollment student receives an "Academic Advising Guide" and will be notified of the online [LSSC Catalog & Student Handbook](#) at SOAR.

LSSC will advise each student in the development of an LSSC Advising Guide that aligns course selections to high school and LSSC graduation requirements, educational degree objectives, meta-major/transfer plan requirements, general education requirements, and any prerequisite requirements for entrance into a selected baccalaureate degree program. The Academic Advising Guide will be utilized in all subsequent LSSC academic advising sessions.

Students are advised of the expectations for continued Dual Enrollment eligibility during individual advising sessions with the School Counselors and with the LSSC Dual Enrollment staff. Dual enrollment and Early Admission students are encouraged to meet with LSSC Academic Advising prior to initial registration and at least once per subsequent semester. The student is responsible for scheduling any meetings with LSSC Academic Advisors.

The LSSC Dual Enrollment and Academic Advising staff advises students of the following LSSC academic expectations:

- College courses permitted under Dual Enrollment must meet postsecondary course content requirements as specified in the Statewide Course Numbering System.
- College courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.
- Two to three hours of homework are expected for each hour spent in a classroom setting.
- College assignment deadlines are firm. Students are expected to complete and submit all assignments by the deadlines listed on the course syllabus. Instructors are not required to accept nor grade any late assignment.
- Gordon Rule courses require completion with a grade of "C" or higher.
- Course syllabi are available for students to review by contacting the course instructor during the add/drop period each semester and on Canvas.
- Course descriptions are available in the [LSSC Catalog & Student Handbook](#).
- All LSSC students will be exposed to a learning environment promoting the open exchange of ideas.
- LSSC course content is presented on an adult level and classroom discussions require a mature understanding of divergent viewpoints and the ability to think analytically. Courses will not be modified to accommodate variations in student age and/or maturity.
- Courses will not be modified to accommodate variations in student age and/or maturity.
- All LSSC students are free to access the Internet without restrictions per LSSC rules.

FERPA GUIDELINES

FERPA (Family Educational Rights and Privacy Act) is a federal law that protects the privacy of student educational records. Even though dual enrollment school students may be considered "dependent minors", under (FERPA) they have rights to privacy in all matters relating to their collegiate educational record. Generally, LSSC, including the faculty members, will not release information relating to protected student

information to non-LSSC officials without the student's written consent. The practice of not releasing information extends to the release of information to parents and guardians. Information may not be released to parents or guardians unless the student has signed the LSSC FERPA waiver form.

VIII. EXCEPTIONS TO THE REQUIRED GRADE POINT AVERAGES

There are no exceptions to the required grade point average for dual enrollment eligibility.

IX. POSTSECONDARY REGISTRATION POLICIES

Academic deadlines

All academic deadlines are posted in the [LSSC Catalog & Student Handbook](#), the Dual Enrollment New Student Orientation Course Registration Guide, and on the [LSSC's homepage](#). Dual enrollment students must comply with all policies and deadlines published in the [LSSC Catalog & Student Handbook](#).

Process by which students add/drop courses

Students are solely responsible for adding and dropping classes in LOIS, LSSC's online course management system. Students dropping a course during the posted add/drop period may register for that course in a subsequent semester. Courses dropped during the LSSC add/drop period do not appear on transcripts. Students who seek course approval from their School Counselor and LSSC Academic Advisor by posted deadlines may modify LSSC course schedules during the posted add/drop period. Courses that are not approved by the fee payment deadline and/or add/drop deadline will result in the student being administratively dropped from the non-approved courses.

High School Based Course Enrollment Capacities

Minimum and maximum enrollments for LSSC courses taught on the VCS High School Campus will be determined by the LSSC.

X. EXCEPTIONS TO FACULTY PROFESSIONAL RULES, GUIDELINES, AND EXPECTATIONS

There are no exceptions to the rules, guidelines, and expectations, as stated in the faculty handbook or student handbook, which apply to faculty members.

XI. FACULTY CREDENTIALS AND INTEGRITY OF COURSE CONTENT

Qualifications and selection of instructors

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

Assessment of instructors

All LSSC faculty teaching must meet the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements/guidelines for postsecondary instructors with a minimum of a master's degree in the teaching discipline or a master's degree with 18 graduate semester hours in the teaching discipline. LSSC is responsible for ensuring that all Dual Enrollment courses are taught by qualified faculty in accordance with the requirements noted in the [SACSCOC Faculty Credentials Guidelines](#).

XII. STUDENT ELIGIBILITY AND PERFORMANCE MONITORING

Student eligibility screening

The School Counselors verify high school GPA, college placement test scores, and academic standing.

Ongoing monitoring for continued participation in Dual Enrollment & Early Admission

Students seeking to continue taking LSSC academic credit through Dual Enrollment must maintain a minimum 3.0 unweighted cumulative high school GPA and a 2.0 unweighted cumulative LSSC GPA. School Counselors confirm high school GPA eligibility before approving student courses each semester.

School Counselors and LSSC Dual Enrollment staff monitor student GPA's and collaboratively review and maintain student records to ensure continued Dual Enrollment eligibility. Students who do not meet either the high school or college GPA requirement will not be eligible to continue Dual Enrollment or participation. A student that no longer meets the Early Admission high school or college GPA requirements may continue through dual enrollment as long as the student meets the dual enrollment criteria. The LSSC Dual Enrollment staff will alert students and School Counselors of student GPA changes resulting in a loss of dual enrollment eligibility.

It is the responsibility of the Dual Enrollment student to inform LSSC Admissions and Records if they transfer schools (public, private, and home education) from their initial school at time of application.

Student behavior and suspension/expulsion policy

Dual enrollment students, including Early Admission, must adhere to both the VCS and LSSC Student Codes of Conduct. All dual enrollment students assume the responsibility to become familiar with and to abide by LSSC Student Rights and Responsibilities as defined by the College Administrative Policies and Procedures and referenced in the Student Code of Conduct in the [LSSC Catalog & Student Handbook](#). The School Counselors and LSSC Dual Enrollment staff will provide timely notification of any Dual Enrollment student suspended or expelled from either the school of record or from LSSC. In cases where a student is suspended from the school of record, the student may not attend LSSC courses and activities during the suspension period. In cases of expulsion from the school of record, the student may not enroll in or attend LSSC courses or activities during the expulsion period.

Students who conduct themselves in a manner disruptive to the LSSC learning environment may be subject to disciplinary action which could result in a loss of Dual Enrollment eligibility. Students in violation of LSSC's Student Code of Conduct are subject to disciplinary action that could affect high school and post-secondary graduation, scholarship eligibility, grade point average, and future postsecondary transfer and career plans. Dual Enrollment students submitting forms with forged parent/legal guardian and/or School Counselor signature and/or falsified information forfeit Dual Enrollment eligibility for one full LSSC semester. Subsequent infractions of this nature will result in permanent loss of Dual Enrollment eligibility.

XIII. TRANSMISSION OF STUDENT GRADES

LSSC collects and shares grade data with the VCS using a secure online system. The VCS will distribute LSSC grades to the school of record. The school record inputs the LSSC course letter grade on the high school transcript. In addition to end of the semester grade reporting, upon request LSSC will provide VCS with student academic progress feedback from the LSSC Starfish system at designated points in the semester (fall, spring, and summer).

XIV. FUNDING PROVISION AND COSTS INCURRED BY EACH PARTNER

Registration, matriculation and laboratory fees

Per §1007.271 (2), Dual Enrollment students shall be exempt from the payment of registration, matriculation and laboratory fees.

Textbook, electronic access codes and other course materials

Per §1007.271 (17), VCS loans dual enrollment students the required textbooks and provides electronic access codes, free of charge, to Dual Enrollment students. Dual Enrollment textbooks are the property of the VCS and all VCS textbook policies apply. Dual Enrollment students registering in courses requiring additional materials such as calculators, safety glasses, clickers, uniforms, safety shoes, kits, etc. such ancillary materials are purchased at the student's expense.

Instructional cost arrangements

Per §1007.271 (21) (n) (1), School Districts shall pay the standard tuition rate per credit hour (\$71.98) in the fall and spring semesters from funds provided in the Florida Education Finance Program to LSSC providing instruction does not take place on a high school campus. LSSC will charge no tuition or fees for dual enrollment classes when instruction is paid for and provided by VCS on VCS property. When dual enrollment is provided on a VCS High School campus by LSSC faculty, VCS shall reimburse the cost associated with LSSC's proportion of salary and benefits and actual costs to provide the instruction. VCS will not be invoiced for any student tuition during the summer semester. LSSC shall provide VCS itemized tuition invoices following established LSSC third party billing procedures and timelines. Per §1007.271, F.S., LSSC cannot accept payment for courses from Dual Enrollment students or their parents.

Additional cost arrangements

Additional cost arrangements are detailed in the 2019-20 LSSC/VCS Memo of Understanding (Appendix A).

Textbook processes

1. VCS purchases, stores, and maintains all hard copy textbooks.
2. VCS loans textbooks and purchases access codes for Dual Enrollment students for use in LSSC courses.
3. LSSC's Bookstore Manager provides VCS with a list of the currently adopted textbooks and access codes as soon as that information becomes available, but no later than one semester before a course is offered.
4. At the end of each semester, VCS notifies Dual Enrollment students of the procedure for returning loaned textbooks.
5. Students failing to return loaned textbooks may not enroll in LSSC courses until materials or monies owed are satisfied.
6. LSSC provides VCS with a list of Dual Enrollment students who have officially withdrawn from classes at the end of the semester to ensure return and/or payment of textbooks and materials.

Textbook selection and use

All textbooks are selected for each course by the appropriate LSSC faculty member(s) and approved by the appropriate LSSC academic department. Textbooks will be used for a minimum of two years unless the current edition is no longer available from the publisher. LSSC will review textbook requirements in the fall of each year and communicate changes with VCS.

XV. STUDENT TRANSPORTATION

Dual Enrollment students are responsible for arranging and paying for transportation to and from LSSC as well as all other Dual Enrollment related transportation. Parents/guardians assume all financial responsibility and liability for Dual Enrollment related transportation.

XVI. RESOURCES AVAILABLE TO STUDENTS WITH DISABILITIES

LSSC provides qualified students with academic accommodations to ensure full participation in and equal access to educational opportunities while enrolled at the College. The student's existing Individual Education Program (IEP) should continue to be utilized to provide academic accommodations and support for all high-school based courses. Dual Enrollment students seeking academic accommodations for college-based or online

courses should register with LSSC's Office for Students with Disabilities, in order to determine eligibility for services and submit valid disability documentation for review and processing.

XVII. ADDITIONAL POLICIES AND PROCEDURES

Student data requests

LSSC will collect and compile Dual Enrollment data to develop the *LSSC Dual Enrollment Research Review* to be updated and distributed once per semester to the VCS. Data requests beyond semester grade and enrollment reports must be submitted by the requesting party with minimum 30 days advance notice.

Attendance requests related state-mandated end-of-course assessments

Dual enrollment students must contact their LSSC faculty two weeks in advance to request accommodations for missed class and/or assignments due to a scheduled Advanced Placement (AP) exam or state mandated end-of-course (EOC) assessment.

Mailings

The VCS provides directory information to LSSC up to four times per year. LSSC provides at least a thirty-day written notice for all directory information requests.

Background investigations

LSSC represents and warrants to the VCS that it has read and is familiar with §1012.315, 1012.32, 112.465, 1012.467, and 1012.468 regarding background investigations. LSSC covenants to comply with all requirements of the above-cited statutes and shall provide the VCS with proof of compliance upon request. To the extent permitted by and subject to the limitations specified in §768.28, LS F.S. LSSC agrees to indemnify and hold harmless the VCS, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from LSSC's failure to comply with the requirements of this paragraph of §1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.

Right to audit

The Parties shall keep all records and supporting documentation which concern or relate to this Agreement for a minimum of three (3) years from the date of termination of this Agreement. Each party to this Agreement agrees to provide the other party, and their duly authorized representatives, access to records and supporting documentation as they relate to this agreement, upon request and at mutually agreeable times during normal business hours. In addition, each party shall have the right to audit, inspect and copy all of the records of the other party as they relate to this Agreement, upon request and at mutually agreeable times during normal business hours. The parties shall cooperate with each other in any such audit and inspection, and in allowing copies to be made. The access, inspection, copying and auditing rights of this Agreement shall survive the termination of this agreement.

Waivers & Changes to Law

Pursuant to Florida statute, the President of LSSC (or designee) and the VCS Superintendent (or designee) may jointly waive Dual Enrollment eligibility and participation criteria through a student appeal process. The decision is final and cannot be appealed.

The parties agree this contract is governed by Florida law, including, but not limited to, executive orders by the Florida Governor, and executive orders by local governmental officials. In the event provisions of this agreement are modified on a temporary basis due to the issuance of an executive order, the parties agree to comply with the order until the order is rescinded.

THE VILLAGES CHARTER SCHOOL INC

Dr. Randy McDaniel, Director of Education

Chair, Villages Charter School Inc.

DATE

LAKE-SUMTER STATE COLLEGE

Dr. Stanley M Sidor, President

Chair, District Board of Trustees

DATE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE DISTRICT BOARD OF TRUSTEES OF
LAKE-SUMTER STATE COLLEGE AND
THE VILLAGES CHARTER SCHOOL, INC.
RELATING TO OPERATION OF EARLY COLLEGE SITE**

This Memorandum of Understanding (“Agreement”) made by and between The District Board of Trustees of Lake-Sumter State College, a political subdivision of the State of Florida (the “TRUSTEES”), and the Villages Charter School, Inc. (the “SCHOOL”) effective July 1, 2020 and ending June 30, 2021. Collectively, the TRUSTEES and SCHOOL may be referred to as the “PARTIES.”

(INSERT UPDATED CONTENT ONCE MOU FINALIZED)



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: #623 Sumter County Operations Agreement

OVERVIEW:

LSSC and the School Board of Sumter County entered into a Land Use Agreement on November 2, 1993 and has maintained an Operational Agreement for shared facilities and spaces on the Sumter campus.

ANALYSIS:

The Operational Agreement with the School Board of Sumter County expired on June 30, 2020. A one-year amendment has been prepared for approval by the District Board of Trustees.

RECOMMENDATION:

Approve this item as written.



FIRST AMENDMENT TO OPERATIONS AGREEMENT – SUMTER SITE
BETWEEN LAKE SUMTER STATE COLLEGE
AND
THE SCHOOL BOARD OF SUMTER COUNTY
RELATING TO A TERM EXTENSION

THIS FIRST AMENDMENT TO OPERATIONS AGREEMENT – SUMTER SITE (the “First Amendment”) is made and entered into this ____ day of _____, 2020 (the “Effective Date”), by and between The District Board of Trustees of Lake-Sumter State College, hereinafter referred to as the College, 9501 US Hwy 441, Leesburg, FL 34788-8751 and The School Board of Sumter County, Florida, hereinafter referred to as the School Board, 2680 W CR 476, Bushnell, FL 33513. The College and School Board may be referred to as the “Parties”. This First Amendment amends the Operations Agreement – Sumter Site dated December 8, 2015 between the Parties (the “Operations Agreement”) for the purpose of extending the Term of Agreement. The Operations Agreement is hereby amended as follows:

1. **Term of Agreement and Amendment.** The term of this Operations Agreement is for a period of 1 year beginning retroactively on July 1, 2020 and ending June 30, 2021.
2. Except to the extent modified herein, all other terms and conditions of the Operations Agreement remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first hereinabove written.

**SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

LAKE-SUMTER STATE COLLEGE

Mr. Richard A. Shirley, Superintendent

Dr. Stanley Sidor, President

Ms. Kathy Joiner, Chairperson
School Board Sumter County, Florida

Mr. Peter Wahl, Chairperson
District Board of Trustees

DATE

DATE



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 624 – Articulation Agreements/Career Pathways Consortium/Lake County Schools

OVERVIEW:

Since 1994, Lake County Schools, Sumter County Schools and more recently added Marion County Schools have worked collaborately with Lake-Sumter State College as members of the Lake and Sumter County Career Pathways Consortium to provide school to work programs which facilitate the earning of college credits for classes completed in high school by students transitioning to LSSC.

ANALYSIS:

The Career Pathways articulation agreements with local high school districts are a critical component of the Career Pathways initiatives endorsed by the State Department of Education to create seamless opportunities for students to progress from secondary education. The agreements are reviewed annually by Career and Technical Education (Workforce) staff and administrators for all parties. Attached are the 2020-21 revised agreements that reflect modifications and updates of LSSC courses and/or programs/modifications and deletions of Lake County programs of study.

RECOMMENDATION:

It is recommended that Board approve this item as written.

2019-2020
CAREER PATHWAYS ARTICULATION AGREEMENT BETWEEN
THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA and
LAKE-SUMTER STATE COLLEGE

In a continuing effort for the School Board of Lake County, Florida (School Board) and Lake-Sumter State College (LSSC) to provide career opportunities for secondary school students in Career Pathways programs for transition into postsecondary institutions, LSSC agrees to extend at no cost to the student (other than the application fee) college credit at LSSC according to the following requirements:

I. Articulation with Lake-Sumter State College

To articulate courses taken in Career and Technical Education (CTE) Career Pathways Program of Study at Lake County Schools (LCS) Secondary Schools to LSSC, students must meet the following requirements to earn college credit.

1. The student shall be considered a Career Pathways student, defined as a student in an articulated, sequential CTE program and enrolled in Level II or III courses that lead to a college credit certificate (CCC), Associate in Science (AS), Associate in Applied Science (AAS), or Associate in Arts (AA) degree, and/or apprenticeship programs.
2. Pass the specified high school courses identified on the CTE Career Pathways Program of Study within a career and technical program with a minimum grade of C.
3. Pay the LSSC Admissions application fee.
4. Meet regular LSSC entrance requirements, including appropriate placement and course prerequisite requirements of the college.
5. Credit may be earned in any combination of the following ways:

OPTION A. Take and pass the LSSC common assessment (Credit by Exam) for courses listed on the articulation pages contained within this document. The student must enroll and attend LSSC after high school graduation or as a Collegiate High School Early Admissions student in order to receive the credit earned by the LSSC common assessment (Credit by Exam). LSSC will award the credit for the select program up to 24 months from the time of high school graduation or while enrolled as a Collegiate High School Early Admissions student as described in the annual Collegiate High School Dual Enrollment agreement.

OPTION B. Receive credit for an industry certification(s) earned while enrolled in a Career Pathways Program of Study which corresponds to an LSSC program. A list of approved certifications along with the equivalent articulated credit is available on the individual program pages contained within this document. If the certification product version is different from the listed industry standard, LSSC faculty will review the certification to determine equivalence.

The student must present the Career Pathways Certificate of Completion, copy of industry certification, and/or present a high school transcript verifying the successful completion of the technical courses and/or industry certification, if applicable, to LSSC's Workforce Development Office.

II. Assessment and Course Equivalency

1. The LSSC common assessment (Credit by Exam) study guide, prepared by LSSC program faculty for each program area will be shared with high school faculty. The LSSC common assessment (Credit by Exam) may be written, portfolio, performance-based or a combination thereof. LSSC will provide high school faculty, upon written request, the opportunity to take the LSSC common assessment (Credit by Exam).
2. Faculty and staff on the technical discipline subcommittees have examined and compared the competencies within the technical courses to be articulated from the high school curriculum to the postsecondary institutions to determine the equivalency of the content. Each technical subcommittee will develop and regularly update the discipline-specific Program of Study content equivalency descriptions.

III. Term and Termination

This agreement shall be reviewed annually and shall be in effect from July 1, 2019 through June 30, 2020 or until either party chooses to terminate the Agreement. Either party may terminate this agreement with ninety (90) days written notice.

IV. Course Offerings

The Parties understand that the available courses may change on an annual basis. A sample list for the 2019-2020 year is attached as Exhibit A. The Parties agree that revisions to the available course list may be made with the approval of the School Board or its designee and LSSC Career Pathways Consortium Committee. All other modifications are subject to Section V of this Agreement.

V. Modification or Amendment

Except as otherwise outlined in Section IV, this Agreement may be modified or amended only by a written document signed by authorized representatives of the School Board and LSSC.

VI. Entire Agreement

This Agreement comprises the entire agreement between the School Board and LSSC concerning its subject matter and shall supersede all prior agreements, oral and written declarations of intent, and other legal arrangements, whether binding or non-binding, made by the parties in respect thereof.

SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

2020-2021
CAREER PATHWAYS ARTICULATION AGREEMENT BETWEEN
THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA and
LAKE-SUMTER STATE COLLEGE

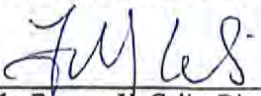
APPROVED:
THE SCHOOL BOARD
OF LAKE COUNTY, FLORIDA



Ms. Diane Kornegay, Superintendent Date



Dr. Kristi Burns, Chairperson Date
School Board of Lake County, Florida



Ms. Frances Y. Celis, Director Date
College and Career Readiness

APPROVED:
LAKE-SUMTER STATE COLLEGE

Dr. Stanley Sidor, President Date

Mr. Peter Wahl, Chairperson Date
District Board of Trustees

Dr. Douglas A. Wymer, Date
Vice President, Academic Affairs



**2019-2020 CAREER PATHWAYS ARTICULATION
CAREER PATHWAYS COURSE EQUIVALENCE**

EXHIBIT A

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Administrative Office Specialist	8207310 Intro to Info Tech or Digital Info Tech	1
	8212110 Administrative Office Technology 1	1
	8212120 Business Software Applications 1	1

Lake-Sumter State College

OPTION A. Earn College Credit through Career Pathways by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study	Course Number and Name	Credit Hours
AS in Business Administration	CGS 1100 Business Computer Applications GEB 1011 Introduction to Business	3 3
CCC in Business Specialist		
CCC in Business Operations		
CCC in Business Management		
AS in Computer Information Technology	CGS 1100 Business Computer Applications	3
AS in Criminal Justice Technology		
AS in Health Information Technology		
CCC in Electrical Distribution Technology Advanced		
CCC in Information Technology Analysis Certificate		
CCC in Medical Office Management		
AA Degree	CGS 1100 Business Computer Applications	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 2 of these 4 components: Word, Excel, PowerPoint, Access AND INTUIT001 QuickBooks	CGS 1100 Business Computer Applications	3

Lake Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
Advanced Manufacturing Technology	9200210 Advanced Manufacturing Technology1	1
	9200220 Advanced Manufacturing Technology 2	1
	9200230 Advanced Manufacturing Technology 3	1
	9200240 Advanced Manufacturing Technology 4	1
	9200250 Advanced Manufacturing Technology Capstone	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam). Refer to Manufacturing Skill Standards Council (MSSC) and Certified Production Technician (CPT) study guides for test preparation.

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Engineering Technology Substation and Relay Technology Specialization	ETM 1010C Mechanical Measurement and Instrumentation	3
	ETI 1420C Manufacturing Processes and Materials	3
	ETI 1110C Introduction to Quality Assurance	3
	ETI 1701C Industrial Safety	3
*CCC in Engineering Technology Support Specialist	ETM 1010C Mechanical Measurement and Instrumentation	3
	ETI 1420C Manufacturing Processes and Materials	3
	ETI 1110C Introduction to Quality Assurance	3
	ETI 1701C Industrial Safety	3
AA Degree Elective Credits (not to exceed maximum elective credit hours for the program)	ETM 1010C Mechanical Measurement & Instrumentation and/or	3
	ETI 1420C Manufacturing Processes & Materials and/or	3
	ETI 1110C Introduction to Quality Assurance and/or	3
	ETI 1701C Industrial Safety	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
CCC in Engineering Technology Support Specialist	MSSCN001 MSSC Certified Production Technician CPT	ETM 1010C Mechanical Measurement and Instrumentation	3
AS in Engineering Technology Substation and Relay Technology Specialization		ETI 1420C Manufacturing Processes and Materials	3
		ETI 1110C Introduction to Quality Assurance	3
		ETI 1701C Industrial Safety	3
Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
CCC in Engineering Technology Support Specialist	<i>CREDIT for ONE of the following:</i> <ul style="list-style-type: none"> • SOLID003 Certified Solidworks Associate • ADESK011 Autodesk Certified User – Autodesk Inventor • ADESK024 Autodesk Certified Professional – Inventor 	ETD 1320C Introduction to AutoCAD	3
AS in Engineering Technology Substation and Relay Technology Specialization			
AS in Engineering Technology Substation and Relay Technology Specialization	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Allied Health Assisting	8417100 Health Science Anatomy & Physiology	1
	8417110 Health Science Foundations	1
	8417131 Allied Health Assisting 3	1
Nursing Assistant	8417100 Health Science Anatomy & Physiology	1
	8417110 Health Science Foundations	1
	8417211 Nursing Assistant 3	1

**Lake-Sumter State
College**

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Points
*Nursing (A.S. Degree) RN preferred placement	1 preferred placement point	1
AS in Health Information Technology	HSC 1531 Medical Terminology	2
	HIM 1273 Medical Insurance & Coding I	3
	CGS 1100 Business Computer Applications	3
CCC in Healthcare Informatics Specialist	HSC 1531 Medical Terminology	2
	HIM 1273 Medical Insurance & Coding I	3
CCC in Medical Information Coder/Biller	HSC 1531 Medical Terminology	2
	HIM 1273 Medical Insurance & Coding I	3
CCC in Medical Office Management	HSC 1531 Medical Terminology	2
	HIM 1273 Medical Insurance & Coding I	3
	CGS 1100 Business Computer Applications	3
A.A. Degree	HSC 1531 Medical Terminology	2
	CGS 1100 Business Computer Applications	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
AS in Health Information Technology	NATHA003 Certified Medical Administrative Assistant (CMAA)	HSC 1531 Medical Terminology HIM 1273 Medical Insurance & Coding I	2 3
	FDMQA002 Certified Nursing Assistant (CNA)	HSC 1531 Medical Terminology	2
	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
CCC in Healthcare Informatics Specialist	NATHA003 Certified Medical Administrative Assistant (CMAA)	HSC 1531 Medical Terminology HIM 1273 Medical Insurance & Coding I	2 3
	FDMQA002 Certified Nursing Assistant (CNA)	HSC 1531 Medical Terminology HIM 1273 Medical Insurance & Coding I	2 3
CCC in Medical Information Coder/Biller	NATHA003 Certified Medical Administrative Assistant (CMAA)	HSC 1531 Medical Terminology HIM 1273 Medical Insurance & Coding I	2 3
	FDMQA002 Certified Nursing Assistant (CNA)	HSC 1531 Medical Terminology	2
CCC in Medical Office Management	NATHA003 Certified Medical Administrative Assistant (CMAA)	HSC 1531 Medical Terminology HIM 1273 Medical Insurance & Coding I	2 3
	FDMQA002 Certified Nursing Assistant (CNA)	HSC 1531 Medical Terminology	2
	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, Power Point, Access	CGS 1100 Business Computer Applications	3
A.A. Degree	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Applied Cybersecurity	8207310 Intro to Info Tech or Digital Info Tech	1
	9001320 Computer & Network Security Fundamentals	1
	9001330 Cybersecurity Essentials	1

Lake-Sumter State College

OPTION A. Earn College Credit through Career Pathways by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study * primary entry program	Course Number and Name	Credit Hours
*AS in Computer Information Technology	CGS 1100 Business Computer Applications	3
	CET 2180 A+ Hardware	3
	CET 1179C A+ Software	3
	CET 1485 Networking Essentials	3
	CET 2660 Network Security Fundamentals	3
	CAP 2140 Digital Forensics I	3
	CAP 2141 Digital Forensics II	3
*CCC in Information Technology Analysis	CGS 1100 Business Computer Applications	3
	CET 2180 A+ Hardware	3
	CET 1179C A+ Software	3
	CET 1485 Networking Essentials	3
	CET 2660 Network Security Fundamentals	3
*CCC in Digital Forensics	CGS 1100 Business Computer Applications	3
	CET 2180 A+ Hardware	3
	CET 1179C A+ Software	3
	CET 1485 Networking Essentials	3
	CET 2660 Network Security Fundamentals	3
	CAP 2140 Digital Forensics I	3
	CAP 2141 Digital Forensics II	3
AS in Business Administration	CGS 1100 Business Computer Applications	3
AS in Criminal Justice Technology		
AAS in Electrical Distribution Technology		
CCC in Electrical Distribution Technology Advanced		
AS in Health Information Technology		
CCC in Medical Office Management		
A.A. Degree Students should consult with an LSSC academic advisor to determine how the number of credits possible impacts the number of credits permitted in the degree	CGS 1100 Business Computer Applications	3
	CET 2180 A+ Hardware	3
	CET 1179C A+ Software	3
	CET 1485 Networking Essentials	3
	CET 2660 Network Security Fundamentals	3
	CAP 2140 Digital Forensics I	3
	CAP 2141 Digital Forensics II	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
AS in Computer Information Technology	MICRO069 Microsoft Office Specialist (MOS)containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
CCC in Information Technology Analysis	COMPT006 CompTIA Network+	CET 1485 Networking Essentials	3
CCC in Digital Forensics	COMPT008 CompTIA Security+	CET 2660 Network Security Fundamentals	3
	COMPT001 CompTIA+	CET 1179C A+ Software CET 2180 A+ Hardware	3 3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
Business Management and Analysis	8207310 Intro to Info Tech or Digital Info Tech	1
	8215120 Business and Entrepreneurial Principles	1
	8203310 Accounting Applications I or	
	8301110 Management and Human Resources	1
	8301120 Business Analysis or 8215130 Legal Aspects of Business	1

Lake-Sumter State College

OPTION A. Earn College Credit through Career Pathways by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	CGS 1100 Business Computer Applications	3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
AS in Computer Information Technology		
AS in Criminal Justice Technology		
AS in Health Information Technology		
CCC in Electrical Distribution Technology Advanced		
CCC in Information Technology Analysis		
CCC in Medical Office Management		
A.A. Degree	CGS 1100 Business Computer Applications	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Name	Credits
	Lake County requires students to complete three (3) classes.	
Digital Design	8207310 Intro to Info Tech or Digital Info Tech	1
	8209510 Digital Design I	1
	8209520 Digital Design 2	1
	8209530 Digital Design 3	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study * primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	CGS 1100 Business Computer Applications	3
AS in Computer Information Technology		
AS in Criminal Justice Technology		
AS in Health Information Technology		
AAS in Electrical Distribution Technology		
CCC in Business Operations		
CCC in Business Management		
CCC in Digital Forensics		
CCC in Electrical Distribution Technology Advanced		
CCC in Information Technology Analysis		
CCC in Medical Office Management		
A.A. Degree		

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS)containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access AND INTUIT001 QuickBooks	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Diversified Career Technology	8303010 Diversified Career Technology Principles	1
	8303020 Diversified Career Technology Applications	1
	8303030 Diversified Career Technology Management	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	GEB 1011 Introduction to Business CGS 1100 Business Computer Applications	3 3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
A.A. Degree		

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Electronic Business Enterprise	8207310 Intro to Info Tech or Digital Info Tech	1
	8200340 Introduction to E Commerce	1
	8200350 E Commerce Entrepreneurship	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	CGS 1100 Business Computer Applications GEB 1136 Introduction to eBusiness	3 3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
A.A. Degree		

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
	Lake County requires students to complete three (3) classes.	
Energy Technician (Power Academy)	8006110 Energy Industry Fundamentals	1
	8727210 Electricity I	1
	8006120 Introduction to Alternative Energy	1
	8727220 Electricity II	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AAS in Electrical Distribution Technology	ETP 1101C Basic Electricity for Line Workers	3
*CCC in Electrical Distribution Technology Basic	ETP 1101C Basic Electricity for Line Workers	3
*CCC in Electrical Distribution Technology Advanced	ETP 1101C Basic Electricity for Line Workers	3
A.A. Degree	ETP 1101C Basic Electricity for Line Workers	3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
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Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
Engineering Pathways	8600550 Introduction to Engineering Design	1
	8600520 Principals of Engineering	1
	8600530 Digital Electronics	1
	8600560 Computer Integrated Manufacturing or	1
	8600590 Civil Engineering and Architecture or	1
	8600650 Engineering Design and Development	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam). Refer to Manufacturing Skill Standards Council (MSSC) and Certified Production Technician (CPT) study guides for test preparation for ETI 1420C and ETM 1010C.

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Engineering Technology Substation and Relay Technology Specialization	ETI 1084C Introduction to Electronics	3
	ETD 1320C Introduction to AutoCAD	3
	ETI 1420C Manufacturing Materials and Processes	3
	ETM 1010C Mechanical Measurement and Instrumentation	3
*CCC in Engineering Technology Support Specialist Technical Certificate	ETI 1084C Introduction to Electronics	3
	ETD 1320C Introduction to AutoCAD	3
	ETI 1420C Manufacturing Materials and Processes	3
	ETM 1010C Mechanical Measurement and Instrumentation	3
A.A. Degree	ETI 1084C Introduction to Electronics	3
	ETD 1320C Introduction to AutoCAD	3
	ETI 1420C Manufacturing Materials and Processes	3
	ETM 1010C Mechanical Measurement and Instrumentation	3

OPTION B. Earn College Credit through Industry Certification: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
CCC in Engineering Technology Support Specialist AS in Engineering Technology Substation and Relay Technology Specialization	<i>CREDIT for ONE of the following:</i> <ul style="list-style-type: none"> • SOLID003 Certified Solidworks Associate • ADESK011 Autodesk Certified User – Autodesk Inventor • ADESK024 Autodesk Certified Professional – Inventor 	ETD 1320C Introduction to AutoCAD	3
AS in Engineering Technology Substation and Relay Technology Specialization	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name	Credits
Entrepreneurship	8812110 Principles of Entrepreneurship	1
	8812120 Business Management & Law	1
	8812000 Business Ownership	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	ENT 1000 Introduction to Entrepreneurship	3
A.A. Degree	ENT 1000 Introduction to Entrepreneurship	3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access AND INTUIT001 QuickBooks	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
Game/Simulation/Animation Programming	8208110 Game & Simulation Foundations	1
	8208120 Game & Simulation Design	1
	8208330 Game & Simulation Programming	1
	8208340 Multi-User Game & Simulation Programming	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Computer Information Technology	COP 1000 Introduction to Programming	3
	COP 2800 Programming with Java	3
A.A. Degree	COP 1000 Introduction to Programming	3
	COP 2800 Programming with Java	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
International Business	8207310 Intro to Info Tech or Digital Info Tech	1
	8203310 Accounting Applications I	1
	8216110 International Business Systems	1
	8216130 International Finance and Law; Business Internship	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	CGS 1100 Business Computer Applications GEB 1011 Introduction to Business	3 3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
AS in Computer Information Technology	CGS 1100 Business Computer Applications	3
AS in Criminal Justice Technology		
AS in Health Information Technology		
AAS in Electrical Distribution Technology		
CCC in Digital Forensics		
CCC in Electrical Distribution Technology Advanced		
CCC in Information Technology Analysis		
CCC in Medical Office Management		
A.A. Degree	CGS 1100 Business Computer Applications GEB 1011 Introduction to Business	3 3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access AND INTUIT001 QuickBooks	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three (3) classes.	Credits
Legal Administrative Specialist	8207310 Intro to Info Tech or Digital Info Tech	1
	8212110 Administrative Office Technology 1	1
	8212120 Business Software Applications 1	1
	8215130 Legal Aspects of Business	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	CGS 1100 Business Computer Applications	3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
AS in Computer Information Technology		
AS in Criminal Justice Technology		
AS in Health Information Technology		
AAS in Electrical Distribution Technology		
CCC in Digital Forensics		
CCC in Electrical Distribution Technology Advanced		
CCC in Information Technology Analysis		
A.A. Degree	CGS 1100 Business Computer Applications	3
	CTS 1101 Microsoft Windows – Introduction	3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access AND INTUIT001 QuickBooks	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Number and Name Lake County requires students to complete three	Credits
Marketing, Management & Entrepreneurial Principles	8827110 Marketing Essentials 8827120 Marketing Applications 8827130 Marketing Management 8812000 Business Ownership	1 1 1 1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Business Administration	GEB 1011 Introduction to Business MAR 2011 Principles of Marketing	3 3
*CCC in Business Specialist		
*CCC in Business Operations		
*CCC in Business Management		
A.A. Degree	GEB 1011 Introduction to Business MAR 2011 Principles of Marketing	3 3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3

Lake County Schools Secondary Schools

Program of Study	Course Name	Credits
Web Development	8207310 Intro to Info Tech or Digital Info Tech	1
	9001110 Foundations of Web Design	1
	9001120 User Interface Design	1

Lake-Sumter State College

OPTION A. Earn *College Credit through Career Pathways* by taking and passing the LSSC common assessment (Credit by Exam):

Lake-Sumter Program of Study *primary entry program	Course Number and Name	Credit Hours
*AS in Computer Information Technology	CGS 1100 Business Computer Applications	3
	CGS 1820 Web Programming	3
*CCC in Information Technology Analysis	CGS 1100 Business Computer Applications	3
AS in Business Administration		
AS in Criminal Justice Technology		
AS in Health Information Technology		
AAS in Electrical Distribution Technology		
CCC in Business Operations		
CCC in Business Management		
CCC in Digital Forensics		
CCC in Electrical Distribution Technology Advanced		
CCC in Medical Office Management		
A.A. Degree	CGS 1100 Business Computer Applications	3
	CGS 1820 Web Programming	3

OPTION B. Earn *College Credit through Industry Certification*: Students obtaining the following industry certification(s) will be awarded credit in the specified program for the postsecondary course(s) listed below:

Lake-Sumter Program of Study	Industry Certification	Course Number and Name	Credit Hours
All listed in Option A	MICRO069 Microsoft Office Specialist (MOS) containing at least 3 of these 4 components: Word, Excel, PowerPoint, Access	CGS 1100 Business Computer Applications	3



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 625- Scheduled Reports/President/Vice Presidents

OVERVIEW:

Each month the college President and Vice Presidents presents 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 Business Affairs

**Update for the President and Board of Trustees
July 22, 2020**

Dr. Heather Bigard, Executive Vice President

ATHLETICS

Mike Matulia, Executive Director of Athletics

- Men's and Women's Cross Country will begin regular season practices on August 1, 2020 and will participate in events during the fall semester.
- NJCAA Updates Related to COVID-19
 - The Fall Women's Volleyball season will be move to the Spring Term (2021). The spring season will begin on January 29, 2021, with Region/District Championship being completed by April 3, 2021. They will be permitted to practice for 60 consecutive days in during the fall within September 5th and November 15th. They will be permitted scrimmage outside opponents during this time with 5 scrimmage dates; no more than two outside opponents at the site.
 - Beach Volleyball will have an abbreviated spring schedule during the spring term from April 1 – May 15, 2021. They will be permitted to practice in the fall for 60 consecutive days within September 5th – November 15th. They will be permitted to have 4 scrimmage dates with outside opponents during this time, with no more than two outside teams permitted at the play site.
 - Baseball will be permitted to practice and scrimmage for 60 consecutive days within September 5th – November 15th for the fall, with a maximum of 15 scrimmages with outside opponents. The regular spring season begins January 22, 2021
 - Softball will be permitted to practice and scrimmage for 60 consecutive days within September 5th – November 15th for the fall, with a maximum of 7 scrimmage dates. The regular season will begin in the spring on January 22, 2021.
 - Outdoor track will only compete during the spring (Cross Country Runners train and compete in up to 4 events during this time). Regular season begins January 18, 2021 and ends in May.

BUSINESS SERVICES

Melinda Barber, Associate Vice President of Business Affairs & Controller

- Providing oversight to the CARES Act, including submission of certifications and on-going reporting requirements.
- Providing leadership to the Operations Workgroup of Team Corona to prepare campuses and employees for reopening.
- The FY20 State audit has begun and will include a financial aid audit this year.

FINANCIAL AID

Marta Ralowicz, Interim Director of Financial Aid

- Disbursed CARES Act Grants to 663 students (\$660,600.00)
- Awarded 1355 students for 2020-2021 Academic Year
- Financial Aid Counselor presented at LakeHawk Preview days on June 23, 2020, July 8, 2020 and July 14, 2020

STRATEGIC INNOVATION AND DIGITAL EDUCATION

Michael J. Nathanson, Executive Director

- Chairing the Tools for Collaboration AND Educational Support Workgroup of Team Corona.
- Researching advantages to the new state Quality Matters (QM) Bartering system. This allows us to manage official reviews without having to pay an extra fee to QM.
- Creating the COVID-19 training for students to return to campus.
- Updated QM Internal Course Review Canvas page.
- Developed eLearning intranet site
- Recorded and edited about 12 dozen faculty and staff training videos

FACILITIES

Rick Palmer, Executive Director of Facilities

- Completed the William Johnson Admin Building and the Leesburg Library Boiler installs.
- Posted Job Vacancy and conducted Search for someone with a Journeyman Electrician License to replace Cliff Johnson (Cliff retired July 9, 2020). Cliff was our licensed electrician for all campuses. We have two candidates to interview next week.
- Developing comprehensive Scope of Work to distribute to several vendors to obtain quotes for purchase and install of replacement 250-Ton Chiller for South Lake Building-2 #2 Chiller.
- Placed Purchase Order with vendor (Liebert) for the purchase and install of the SL Science-Health Building first floor IT-Room HVAC Rack Unit.

PROCESS IMPROVEMENT & INSTITUTIONAL RESEARCH

Sandy Litton, Director

- Introducing the new Process Improvement and Institutional Research Team!
 - Sandy Litton – Director PIIR
 - Dr. Mark Thompson – Director of Academic Assessment
 - Dallas Henley – Workflow Administrator
 - Bill Dillinger – Institutional Research Analyst
 - Tammy Castello – Data Analyst
- This newly formed department is responsible for the critical review and improvement of our systems and processes, workflow implementation, state reporting, academic assessment, compliance, and planning.



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 626- 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, and the Sumter Partnership.

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
JULY 13, 2020**

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

Agenda Review

Board Workshop on Officer nominations.

Consent agenda includes several agreements for dual enrollment and operational agreements with Sumter County and Career Source.

Dr. Sidor will provide an update on the state budget, the CARES Act, enrollment, the Complete Florida program discontinuation, and changes in leadership at AFC.

- New Business
 - Approval of New Board Officers
 - BOT Schedule
 - Board Self-Evaluation
 - Capital Improvement Plan
 - HSCA Partnership Agreement
 - Academica-Pinecrest Facilities Agreement
 - East Lake Property Agreement
 - Rapid Credentialing Application

There will be a Closed Executive Session with the Labor Attorney after the board meeting.

Next Executive Committee Meeting:
September 15, 2020
8:30 a.m., SSB 210, Room 207



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 627 – 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.



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 628 – Election of Board Officers

OVERVIEW:

Each year a board workshop is held prior to the July Board Meeting to develop a slate of officers to serve as Chairman and Vice Chairman for the 2020-2021 year.

ANALYSIS:

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

RECOMMENDATION:

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



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 629 – 2020-21 District Board of Trustee Meeting Schedule

OVERVIEW:

Attached is the proposed schedule of the 2020-2021 District Board of Trustees Regularly Scheduled Meetings and Executive Committee Meetings.

ANALYSIS:

The Schedule is for the Board's Review.

RECOMMENDATION:

It is recommended that Board approve this item as written.

Lake-Sumter State College Board of Trustees 2020/2021 Meeting Schedule

DATE/TIME	MEETING LOCATION	EXECUTIVE COMMITTEE
September 23, 2020 5 p.m.	Leesburg	September 15, 2020 8:30 a.m.
October 14, 2020 5 p.m.	Sumter Center	October 6, 2020 8:30 a.m.
November 18, 2020 5 p.m.	South Lake	November 10, 2020 8:30 a.m.
January 21, 2021 5 p.m.	Leesburg	January 14, 2021 8:30 a.m.
February 17, 2021 5 p.m.	Sumter Center	February 9, 2021 8:30 a.m.
March 24, 2021 5 p.m.	Leesburg	March 9, 2021 8:30 a.m.
April 21, 2021 5 p.m.	South Lake	April 13, 2021 8:30 a.m.
May 19, 2021 5 p.m.	Leesburg	May 11, 2021 8:30 a.m.
June 23, 2021 5 p.m.	Leesburg	June 15, 2021 8:30 a.m.
July 21, 2021 5 p.m.	Leesburg	July 13, 2021 8:30 a.m.

❖ Workshops will be added to each meeting as needed



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 630 – District Board of Trustees Self Evaluation

OVERVIEW:

On an annual basis, the District Board of Trustees take part in a self-evaluation to determine their overall satisfaction with how well the board manages and oversees their responsibilities.

ANALYSIS:

The Board members completed the survey to determine the overall satisfaction with themselves and fellow board members. The results are attached and ranged between "Agree" and "Strongly Agree" that all board members work well together, communicate well with each other and have a productive work environment.

RECOMMENDATION:

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



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 631 - 2020-2025 Capital Improvement Plan

OVERVIEW

The State of Florida allocates funds for construction, renovation, repair and maintenance of educational facilities through the Public Education Capital Outlay (PECO) funding program. Florida Colleges must submit a request for funding known as the Capital Improvement Plan (CIP). Request for funding is evaluated by the Florida Department of Education. Each project submitted is granted an overall score and is graded against each of the projects submitted by the Florida College System. Depending on the annual budget, funding is awarded to the top graded projects as funding for the year is available.

ANALYSIS

The Capital Improvement Plan for 2020 – 2025 is included for review and totals \$12,799,536.

RECOMMENDATION

It is recommended that Board approve this item as written.

CIP-2
Lake-Sumter State College
Capital Improvement Plan and Deferred Maintenance
2020-21 through 2024-25

Capital Improvement Priorities

- 1 Maintenance and Repair - All Sites
- 2 Emergency Roof Repairs and Replacements - ALL
- 3 HVAC & Boiler Replacement/Repairs - ALL

FY 2020 - 2021 (Continuing FY19-20 Projects)

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

SL Sidewalk Installation and Outdoor Furniture
Parking Lot Repairs
Roof Replacement - LE CTL Building
Doors/Window Repairs (Year 2 of 3)
Roof Patch - LE Fine Arts
SSB 2nd Floor ADA Improvements and Redesign

Renovation/Remodel & Improvement Projects

ADA - Interior Door Knobs
Signage (Interior/Exterior and Evacuation Upgrades)
Library Renovation

Monument Signage (LE - College Rd & Removal of 441, SL-Main and CML)
Magnolia Room Restroom Renovations
Furniture

Total Funds From Continuing FY19-20 Projects

FY 2020 - 2021

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

Service Contracts for Repair and Maintenance
General Repairs and Maintenance
Grounds and Irrigation
Doors/Window Repairs (Year 3 of 3)
HVAC - Preventive Repairs (Year 3 of 3)
LE Building M HVAC Coil Replacement
LE SSB 2nd Floor Air Handler Replacement (Phase 2)
LE SMB Rx Commission (Re-Test and Balance)
Network rooms HVAC SL and Sumter
Sumter Bldg 4 VAV Upgrades

CIP-2
Lake-Sumter State College
Capital Improvement Plan and Deferred Maintenance
2020-21 through 2024-25

Capital Improvement Priorities

1	Maintenance and Repair - All Sites	2,350,000
2	Emergency Roof Repairs and Replacements - ALL	1,382,000
3	HVAC & Boiler Replacement/Repairs - ALL	1,633,900

FY 2020 - 2021 (Continuing FY19-20 Projects)

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

SL Sidewalk Installation and Outdoor Furniture	15,000
Parking Lot Repairs	82,000
Roof Replacement - LE CTL Building	105,000
Doors/Window Repairs (Year 2 of 3)	45,000
Roof Patch - LE Fine Arts	90,000
SSB 2nd Floor ADA Improvements and Redesign	145,500

Renovation/Remodel & Improvement Projects

ADA - Interior Door Knobs	5,000
Signage (Interior/Exterior and Evacuation Upgrades)	5,000
Library Renovation	90,000
Monument Signage (LE - College Rd & Removal of 441, SL-Main and CML)	150,000
Magnolia Room Restroom Renovations	95,000
Furniture	50,000

Total Funds From Continuing FY19-20 Projects

877,500

FY 2020 - 2021

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

Service Contracts for Repair and Maintenance	252,000
General Repairs and Maintenance	100,000
Grounds and Irrigation	32,786
Doors/Window Repairs (Year 3 of 3)	30,000
HVAC - Preventive Repairs (Year 3 of 3)	60,000
LE Building M HVAC Coil Replacement	30,000
LE SSB 2nd Floor Air Handler Replacment (Phase 2)	180,000
LE SMB Rx Commission (Re-Test and Balance)	80,000
Network rooms HVAC SL and Sumter	43,000
Sumter Bldg 4 VAV Upgrades	40,000
LE FA HVAC controller replacement	10,000
Tech Plan Projects	200,000
Tech Refresh Schedule	579,000

Renovation/Remodel & Improvement Projects

SL Building #2 Chiller Replacement/Upgrade	450,000
Landscape Tree Removal - Phase 2 (North Pkg, 441 View, Parking Lot B)	50,000
LE New Walkway Storm Water Gutters	35,000
LE Building Paint Refresh (1 of 3 Year)	50,000

Engineering and Architect. Svcs (SL/FA/SC/Lake Hall/LE Lib/Mag Room)	100,000
SL Building #2 First Floor Redesign	300,000
LE Lake Hall Remodel Phase I (Planning and Design)	40,000
Security Upgrades Phase 1 (Access Control (Sonitrol) Replacement)	282,250

Total Funds Requested FY20-21 2,944,036

FY 2021 - 2022

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

Renovation/Remodel & Improvement Projects

LE Library Re-Purpose New Student Center Phase 1 (Design/Planning)	200,000
East Lake (Sorrento) Site Development (Utilities and Infrastructure)	1,300,000
All Campus Emergency Evacuation and ADA Signage Upgrades	180,000
Lake Hall Renovations Phase 2 (Construction)	700,000

Total Funds Requested FY21-22 2,380,000

FY 2022 - 2023

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

Roof Replacement - LE William-Johnson Building	185,000
East Lake (Sorrento) Site Develop. (Utilities/Infrastructure) Continuation	800,000
LE Liberal Arts HVAC Modifications	180,000
LE SC HVAC DX Unit Replacements	75,000
SU Building #1 HVAC Replacement	110,000
SU HVAC Controls Upgrades	50,000
Security Upgrades Phase 3 (Surveil. Cameras & Comm.)	150,000
LE Building Paint Refresh (3 of 3 Year)	100,000

Renovation/Remodel & Improvement Projects

LE Library Re-Purpose New Student Center Phase 2 (Construction)	1,300,000
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Total Funds Requested FY22-23 2,950,000

FY 2023 - 2024

Construction, Hardscape, Asset Replacement, & Maintenance Repairs

Roof Restore - LE Shipping/Receiving Building	26,000
Roof Restore - Le Lecture Hall	32,000
Roof Replacement - LE Library (Future Student Center)	320,000
LE Parking Lot East Upgrades (Repaving/Striping/Drainage and Lighting)	300,000
LE Parking Lot West Upgrades (Repaving/Striping/Drainage and Lighting)	300,000
SU Parking Lot (Repaving/Stripping/Drainage and Lighting)	300,000

Renovation/Remodel & Improvement Projects

LE Library Re-Purpose New Student Center Phase 3 (FFE)	400,000
LE SC Re-Purpose Community Outreach Center (Complete)	500,000
East Lake (Sorrento) Building #1 Phase 1 (Planning and Design)	300,000

Total Funds Requested FY23-24 2,478,000

FY 2024 - 2025Construction, Hardscape, Asset Replacement, & Maintenance Repairs

SL Parking Lot (Repaving/Stripping/Drainage and Lighting)	400,000
Total Rebuild of Chillers 1 & 2 LE Chiller Plant	200,000
Replacement of Multiple DX HVAC units LE, SL, SU (R-22 to R-410A Refrigerant)	200,000
Overhaul 2ea 150-ton CML Chillers	120,000
Tie-in SL CML Chillers with Bldg. 2 Chiller	100,000

Renovation/Remodel & Improvement Projects

East Lake (Sorrento) Building #1 Phase 2 (Engineering and Architect Svcs)	150,000
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Total Funds Requested FY24-25	1,170,000
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Total Funds Requested FY20-25	12,799,536
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Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 632- Collegiate High School Program Agreement

OVERVIEW:

Lake-Sumter State College Health Science Collegiate Academy (HSCA) is looking to expand its student population by entering into a partnership with Pinecrest Academy, Inc.

ANALYSIS:

The partnership agreement has been reviewed by the LSSC Facilities Board Committee and approved by the HSCA Governance Committee and recommends that the District Board of Trustees accept Academica-Pinecrest Academy as a valued partner.

RECOMMENDATION:

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

Health Sciences Collegiate Academy
Prospective Partner Application



Section 1. Demographic Information

Organization Name	Pinecrest Academy, Inc.		
Address	Physical	1250 N Hancock Rd., Clermont, FL 34711 (Nested at Lake Sumter State College – 2020-2021 School Year)	
	Mailing	14012 Old Hwy 50, Minneola, FL 34711	
Contact Person	Christina Alcalde		
Title	Principal		
Telephone	786.299.7785	Email Address	calcalde@pinecrestlakesmiddlehigh.com

Section 2. Academic Success – Pinecrest Academy, Inc. - Educational Program Model

Pinecrest schools deliver an educational program model, successfully implemented at all other Pinecrest Schools, wherein students benefit from a program that addresses Rigor, Relevance, and Relationships, in a college preparatory environment in pursuit of Academic Excellence. The Rigor, Relevance and Relationships Framework serves as the fundamental core of pedagogy and drives teaching and learning, to prepare students for success in meeting the demands of college and careers. Pinecrest will approach the “3 Rs” by implementing the following best “R” practices, as follows:

Rigor:

- Offer advanced and dual enrollment courses, as approved/applicable;
- Offer “Pre-AP Curriculum” to students in 6th - 8th grade, as approved/applicable;
- Administer PSAT 8-9 to all 8th and 9th grade students;
- Embed “College Instruction” in the curriculum;
- Offer an SAT/ACT preparation class for all juniors;
- Offer on & off Campus Dual Enrollment;
- Grow AP course offerings, to match student interest/demand;
- Use AP potential to drive student placement;
- Utilize Reading and Writing in the Content Area strategies;
- Implement high expectations for all students;
- Encourage participation and competition in Career & Technical Education (CTE);
- Encourage student participation in National Student Organization(s) (e.g. NJHS, NHS, etc.);
- Implement instructional pacing of essential standards based on nine-week intervals, per content area and subject; and
- Implement data-driven and differentiated instructional methodologies, including data chats amongst leadership, teachers, and students.

Relevance:

- Implement pacing of essential standards based on nine-week intervals, in each content area;
- Provide group and individualized academic counseling and student data chats;
- Offer Career Technical Education (CTE) courses in high demands fields that lead to successful school to career pathways;
- Offer High school courses for credits at middle school level (Math, Science, and World Languages) as approved/applicable;
- Offer career and education planning course;
- Offer a Florida College Tour to high schoolers;
- Offer Academy model;
- Offer electives that may lead to industrial certification;
- Offer opportunities for students to exercise curricular **autonomy** (whenever possible);
- Offer an educationally-nurturing environment:
 - Offer opportunities for all students to advance, despite entry level (e.g. Before and After school targeted-tutoring; Saturday tutoring enrichment for FSA, EOC, and Advanced Placement);

- Build student-teacher relationships;
- Vertical and horizontal curriculum alignment;
- Administrative availability and visibility;
 - Walkthroughs; and Open door policy.

Relationships:

- Deliver Project-Based Learning initiatives emphasizing individual and collaborative projects as the foundation for learning;
- Create a “second home” culture – offering students a sense of belonging;
- Foster student interest driven extra-curricular activities such as: dance, chess club,
- robotics, drama, photography, art, Students Against Destructive Decisions (SADD), etc.
- Offer student-driven Service clubs (e.g. SGA, Honor Societies, etc.) to encourage community engagement;
- Offer student-driven Service clubs (e.g. SGA, Key Club, SECME, FBLA, Honor societies, etc.) to encourage community engagement;
- Encourage parental and community partnerships; and
- Build student-teacher and student-admin relationships via faculty and administrative availability and visibility through consistent walkthroughs and through an open-door policy.

The School will provide a unique learning environment for its' students that: 1) foster a sense of belonging and an appreciation of student's unique talents and skills; 2) reinforce concepts in the classroom through enrichment activities and real-world learning experiences; and 3) instill character development through community service programs and volunteerism. Through the replication of this “learning community” model, Pinecrest Lakes Middle High School will promote a sense of identity, community, personal integrity and values that prepare students to become effective leaders as is historically the case at all Pinecrest schools.

Pinecrest will use a continuous improvement methodology wherein student assessment results guide differentiated and targeted instruction, leading to consistent and increased student performance and achievement outcomes. Teachers and other support staff will use data from all available assessments to develop and target instruction in order to meet the needs of all students so that each child can realize his or her highest potential. Units of instruction, within and across all grade levels/courses, will provide a vertically articulated curriculum framework that scaffolds the skills and knowledge required for success while providing teachers with continuous feedback on student progress.

- *Blended Learning* - As part of the graduation requirements for students entering 9th grade, students are required to take .5 credit in a virtual course as listed in Florida's course code directory. The course can be scheduled as a blended course where the student completes their work during a regularly scheduled course and uploads the coursework to a learning management system or can fulfill the course objectives in a complete virtual environment. Virtual education will also allow the school the freedom and flexibility to offer students courses that would otherwise not be offered due to teacher availability/certification, student interest, and availability to a student's schedule. In such cases, the School can offer the student the course via

virtual education to satisfy the student's interest in the subject matter or provide the student a vehicle for completion of the requirement.

- Independent Studies - In some cases, there are students that require flexibility within their schedule to pursue advanced coursework such as: Dual Enrollment, Advanced Placement, Internships, etc. If those scheduling situations arise, the school will analyze the proposed schedule and make every effort to assist the student. School personnel can reach out to other Pinecrest Academy network employees and seek guidance and advice with the student's request.

- Advanced Learning - Within the schools mission, we emphasize the goal of providing our students a college and career ready curriculum. As such, the school will offer its students the CollegeBoard's curricula of Advanced Placement courses. On a yearly basis, the school will review its curriculum offering(s) and propose a selected group of courses that both promote academic excellence but also provide students with the tools necessary to transition to a post-secondary school setting with ease. In addition to AP courses, the School will partner with post-secondary institutions of higher education to offer its students Dual enrolled courses. Approved courses can be instructed at both the school site or at the respective campus for higher education. Students attending these courses will benefit from the savings in time to degree, offset tuition cost, and present a high school transcript that reflects a rigorous high school educational experience.

- Intensive/ Remedial courses - The school will offer intensive/remedial opportunities to all of their struggling students. Not all students enter high school with the skills and background to succeed, we understand that foundational skills in Reading and Math are critical for high school and beyond. These critical student populations will benefit from intensive courses in Math and Reading. As such the optimal curricular setting for these students is to provide those classrooms access to highly qualified instructors, low student to teacher ratios as applicable to F.S. and Charter Schools, and the latest resources both technological and print to assist with their development. The intent of these courses is to remediate the student's deficiencies within one school year. These courses can be scheduled within the schools master schedule at optimal times in order to maximize student learning. These courses are repeatable and students can be scheduled in those courses for future school years if they do not demonstrate adequate progress with their skills.

- Career Themed Education (CTE) - The school in support of its mission to develop students with a focus on college and career will offer its students a series of elective(s) courses. At the middle school level, students will complete a Career and Education Planning Course to meet middle grades promotion requirements. Several CTE electives will also be made available to high schoolers (and some middle schoolers) whose schedule can accommodate the CTE electives. These courses will be selected based on industry trends and demands, technological skill development, certifiable employability skills, student interest and the support of extracurricular organizations such as FBLA, robotics, etc. that promote competition and transferability of those skills. The School will offer CTE Academies in response to student's interests, and build a program much like the school to be replicated which has grown from initial offerings of Journalism and Digital Media Academy, and currently has added a CTE in Architectural Engineering, in response to student demand.

Academic and Career Counseling to HSCA students

The School will aim to address the specific needs of learners via an individualized approach for the placement of students in courses beyond the straightforward requirements. The School will consider test scores, academic history, state and district requirements, and teacher recommendations when placing students, always for the benefit of the student and always encouraging students to pursue the most challenging coursework in which he or she can be successful. That is to say, students will be counseled as to course options, individually and by a school counselor, who is aware of all options and scheduling nuances, as well as make students aware of the respective anticipated risks versus the rewards of pursuing various course options (e.g. advanced courses such as high school credit course for middle schoolers, etc.). Additionally, students' academic records will document/indicate successful completion of and promotion from the previous grade level.

Pinecrest Schools screen all students to determine the academic needs of their students so that instruction may be appropriately aligned to each student's needs. Teachers are trained to continuously monitor student progress and make data-driven decisions for effective delivery of instruction. The School will provide advanced coursework (including gifted classes (as applicable)) in order to meet the needs of advanced learners. The school will use a variety of indicators to determine placement in advanced coursework. For example, the School will establish baseline at the beginning of the school year utilizing previous test data (such as previous coursework, report card grades, Standardized assessments results as well as teacher recommendation) and/or a pre-test, to determine placement for advanced classes. Students may also enroll in selected college level courses for the purpose of pursuing a more challenging curriculum. Students will be encouraged to enroll in advanced/honors mathematics, science and/or language courses based on potential and teacher recommendation.

Advanced Placement (AP) and General HSCA Curriculum for 9th and 10th Grade Students

Pinecrest Secondary Schools offer a variety of innovative curriculum areas that provide students multiple opportunities for academic advancement, as well as school to work skills, opportunities to earn industry certification. These options aim to develop life-long learning habits and include the following:

- Dual Enrollment Program- This program is designed to challenge students academically (while still in high school) and provide them a pathway to ultimately attain an Associate in Arts degree from a partner college and/or university. For example, current Pinecrest high schools in Miami partner with colleges and universities such as Miami Dade College (M-DC), Florida International University, and others, for their Dual enrollment programs. There is a benefit for all students who participate in the DE program in that, at minimum, all students who participate receive exposure to and experience in rigorous college programming. Moreover, in cases where students do not meet the graduation guidelines for the college, students are still likely to graduate from a Pinecrest Academy having earned at least some college credits, which are transferable according to the Articulation Agreement Pinecrest Academy maintains with various colleges and universities. In the State of Florida.

Pinecrest's Dual Enrollment Programs have evolved over the years to include rising 9th graders to participate in the program who have a 3.0 unweighted GPA and who have passed the college's entrance exam. Pinecrest's dual enrollment program has grown in the number of participants as well as in the number of students completing the program.

- Career Technical Education (CTE)/Industry Certification Program - Pinecrest Academy Schools offer a variety of CTE/Industry Certification opportunities, driven by student demand and interest. For example, a current sampling of industry certification programs available at Pinecrest Academy High Schools include coursework in and subsequent certification exams for: *Adobe* (InDesign, Photoshop) *Microsoft*, Microsoft Technology Associate, MOS, Photoshop, TV Production, Autodesk Inventor, Illustrator, Accounting, and Quickbooks, to name a few. The school to be replicated offers CAPE Registered Academies in the areas of Journalism, Architectural Engineering, and Digital Media Academy, that offer some of the aforementioned Industry Certifications as well as provide a guided course of study to allow students the opportunity to consider career fields that may be of interest.

In commitment to Board's vision and mission, the School will seek to replicate these programs, depending on student interest and commitment. The School anticipates having similar success as other Pinecrest Schools have previously had when delivering these additional options.

Mechanism for Students to take Standardized Testing to demonstrate College Readiness (i.e. PERT, SAT, ACT)

Through their mission-specific commitment to rigor, Pinecrest Schools build into their educational program model the following assessment protocols:

- 8th and 9th graders complete the PSAT 8-9 state assessment as a means to determine readiness and set baseline;
 - 10th and 11th grade students complete the PSAT/NMSQT as a means to inform student progress;
 - 10th grade students will take the PSAT 10 as a means to check-in on student progress; and
 - 11th and 12th grade students take the SAT/ACT 11-12 assessments, respectively, to connect students to college.
1. Transportation to summits in the 9th and 10th grades – Pinecrest Lakes Academy Middle High commits to providing transportation of students to attend the summits or ensures that students arrive to the summits safely.

Commitment to HSCA Student Success and Ongoing Collaboration with HSCA Staff

Pinecrest schools are committed to maximize every student's individual potential and therein ensure their students realize their own personal maximum success. Pinecrest will establish a supportive learning community that extends beyond the classroom and in a commitment to academic rigor, activities that make curriculum relevant to students' lives and through relationship building among all stakeholders. Pinecrest schools hire highly-qualified school

counselors and will also have a CAP advisor that will guide students in making appropriate course selections in order to plan for college and career success. Pinecrest schools establish a supportive learning community that extends beyond the classroom, wherein teachers serve as role models, principals as mentors, and parents and community members will be active volunteers invested in the common mission of promoting student success and molding future leaders, as-is the case at all Pinecrest schools. Therefore, we are not only committed but also excited about collaborating with the HSCA staff, to ensure our students are successful.

History of Pinecrest Academy, Inc.

Since 2000, Pinecrest Academy stakeholders have become an accomplished and established team, with a track record of academic and financial success that guarantees the human and financial resources to increase, sustain, and ensure the quality and performance of its schools. Each of the current Pinecrest schools benefits from the support and scrutiny of several entities including the governing board, sponsoring local school district, and an outside educational service and support firm, to name a few.

Pinecrest Academy, Inc. has implemented best practices aimed at positively affecting student performance and achievement and which has proven to be successful with all student populations, including minority and economically disadvantaged students as well as students entering Pinecrest schools below grade level. Pinecrest Academy is pleased to report that all schools where the middle/ and or high school Pinecrest programs have been implemented, despite sometimes enrolling a slightly different demographic than their Sponsor, but instead one that is more representative of the immediate neighborhood where the school is located, has also yielded academic success for all the students served regardless of where the schools are located and/or the populations served.



Pinecrest Academy, Inc. 5-yr. Historical School Grade Data

District Number	District Name	School Number	School Name	ELA Achievement	ELA Learning Gain	ELA Learning Gain of Lowest 25%	Math Achievement	Math Learning Gain	Math Learning Gain of Lowest 25%	Science Achievement	Social Studies Achievement	Middle School Acceleration	Graduation Rate 2017-18	College/Career Acceleration 12-18	Total Points Earned	Total Components	Percent of Total Possible Points	Percent Tested	Grade 2019	Grade 2018	Grade 2017	Grade 2016	Informational Baseline Grade 15	Title I	Alternative/ESL Center School	School Type	Percent of Minority Students	Percent of Economically Disadvantaged Sts.
13	MIAMI-DADE	5048	PINECREST ACADEMY NORTH CAMPUS**	85	72	75	85	68	68	88	88	100	100	787	0	85	100	A	A	A	A	A	NO	N	04	98.4	81.0	
13	MIAMI-DADE	5049	PINECREST COTE ACADEMY**	84	68	63	86	70	66	83	84	100	100	686	0	77	100	A	A	A	A	A	NO	N	04	96.5	56.0	
13	MIAMI-DADE	7021	PINECREST GLENDALE PREPATORY ACADEMY MIDDLE SCHOOL*	73	60	55	70	44	48	74	74	100	100	370	0	63	100	A	A	A	A	A	NO	N	04	97.2	42.0	
13	MIAMI-DADE	7041	PINECREST GLENDALE ACADEMY**	83	73	71	88	83	70	85	90	100	100	832	0	78	100	A	A	A	A	A	NO	N	04	97.2	42.0	
13	ORANGE	0155	PINECREST PREPATORY CHARTER**	69	68	62	70	56	56	57	52	52	52	572	0	72	100	A	C	B	C	C	NO	N	04	40.0	33.0	
13	MIAMI-DADE	7053	PINECREST PREPATORY ACADEMY CHARTER HIGH SCHOOL*	72	56	42	55	44	31	55	58	58	58	540	0	65	100	A	C	B	C	C	NO	N	03	34.0	35.0	
13	MIAMI-DADE	6032	PINECREST ACADEMY CHARTER MIDDLE SCHOOL*	78	55	65	78	62	71	59	91	89	88	968	0	74	100	A	A	A	A	A	NO	N	02	97.7	95.7	
13	MIAMI-DADE	0341	PINECREST ACADEMY SOUTH CAMPUS*	71	57	48	80	73	51	90	90	90	490	0	70	100	A	A	A	A	A	NO	N	01	96.9	93.0		
13	MIAMI-DADE	0607	PINECREST PREPATORY ACADEMY**	78	88	80	80	88	88	87	87	87	508	0	77	100	A	A	A	A	A	NO	N	01	98.5	81.0		
13	MIAMI-DADE	2033	PINECREST GLENDALE ACADEMY**	74	62	42	53	73	53	54	54	54	441	0	63	100	A	C	B	C	C	NO	N	01	96.4	29.0		
13	ORANGE	0261	PINECREST CREEK CHARTER	79	54	74	72	72	72	72	72	72	809	0	77	100	A	C	B	C	C	YES	N	01	94.8	50.0		
13	ORANGE	0210	PINECREST ACADEMY AVALON	82	56	57	67	67	67	84	84	84	976	0	75	100	A	C	B	C	C	YES	N	01	77	46.0		

Furthermore, all Pinecrest schools commit to make any modifications necessary, such as adding additional staff for ESE/ELL and/or providing curriculum support and allocating resources (for interventions services) as needed, to support the needs of the incoming student population and ensure continuous improvement. This is possible because they have the support of governing board, the Pinecrest Academy Governing Board, who has the responsibility for the affairs and management of all Pinecrest schools including the School discussed herein this petition. The Board will provide continuing oversight of all Pinecrest school operations. The school principal, hired by the Board, will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The Governing Board of the School is the ultimate policy-making body that determines the academic direction, approves curriculum, and oversees operation of all Pinecrest schools. *The involvement of the aforementioned individuals in the "Pinecrest System" and specifically in the School demonstrates great capacity and competence to support the operation and the implementation of our student's participation in HSCA as well as ongoing collaboration with HSCA staff.*

Pinecrest Academy offers 15 high-quality charter schools in Florida and has been able to grow from serving 50 students in 2001, their year of inception, to serving more than 6,000 students across 15 charter schools for the 2019-20 school year, all while continuing to, achieve academic success. Pinecrest Academy, Inc. now consists of about 680 employees, both instructional and non-instructional, that are dedicated to providing high-quality education in all its schools. Although all Pinecrest Academy schools share in the vision and mission of Pinecrest's founders, each campus has a unique and enriching educational program tailored to the community the schools serve. This formula has made Pinecrest Academy a nationally recognized, award-winning family of high-quality public charter schools.

Section 3. Financial Support

The prospective partner must possess adequate financial resources to support HSCA students in their school, and must commit to the same operational funding delineated in the current HSCA Operational Agreement. The HSCA Governance Committee approves funding rates per student annually based on the most recent enrollment, expenditure and loss information. Beginning with the 2018-19 academic year, the per student fee was set at \$4,580 for three years.

Pinecrest Lakes Academy currently averages \$6,871 per student funding through the state of Florida FEFP program. Given that the program is intended to provide the majority of classes for 11th and 12th grade students and the cost of \$4,580 equates to 66% of funding, Pinecrest Lakes will be able to cover the full cost of the program.

Objective documentation supporting narrative in item 1 (maximum 10 pages – Appendix 2).
See attached March 2019 FEFP Report to confirm student funding.

Check # _____

SCHOOL BOARD OF LAKE COUNTY

REQUEST FOR: CHECK ☐
 VOID ☐
 WIRE TR. ☐

AC	Invoice Number	Purchase Order Number	Vendor Number	Date	Status
	FEFP031520		PINECREST000	03/15/20	Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>

Vendor Name: PINECREST LAKES ACADEMYPurpose of Payment: Semi-monthly FEFP Distribution

Check Date	Check Amount	Check Number	Bank #	Encumbered Amount
03/15/20	\$228,590.44			

FUND	T	FUNCTION	OBJ	CENTER	PROJECT	PROG.	DEBIT	CREDIT	OFFSET
1000	E	7800	3930	5041			0.00		1110
1000	E	5000	3930	5041			178,208.61		1110
1000	E	5000	3930	5041	13002		36,303.08		1110
1000	E	5000	3930	5041	13005		138.83		1110
1000	E	5000	3930	5041	13006		1,344.33		1110
1000	E	5000	3930	5041	13008		1,903.42		1110
1000	E	5000	3930	5041	13D10		2,346.92		1110
1000	E	5000	3930	5041	13004		37.96		1110
1000	E	5000	3930	5041	14004		7,284.08		1110
1000	E	5000	3930	5041	13009		825.50		1110
1000	E	5000	3930	5041	13015		0.00		1110
1000	E	5000	3930	5041	13016		197.71		1110
1000	E	8100	3940	5041	39923				1110
1000	E	5000	3930	5041	13019		0.00		1110

Maureen Sora
 LCSB Finance Approved
 Date: 3-11-20

Check # _____

SCHOOL BOARD OF LAKE COUNTY

REQUEST FOR: **CHECK** ☐
 VOID ☐
 WIRE TR. ☐

AC	Invoice Number	Purchase Order Number	Vendor Number	Date	Status
	FEFP031520		PINECRES000	03/15/20	Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>
					Partial <input type="checkbox"/> Final <input type="checkbox"/>

Vendor Name: PINECREST LAKES ACADEMYPurpose of Payment: Semi-monthly FEFP Distribution

Check Date	Check Amount	Check Number	Bank #	Encumbered Amount
03/15/20	\$228,590.44			

FUND	T	FUNCTION	OBJ	CENTER	PROJECT	PROG.	DEBIT	CREDIT	OFFSET
1000	E	7800	3930	5041			0.00		1110
1000	E	5000	3930	5041			178,208.61		1110
1000	E	5000	3930	5041	13002		36,303.08		1110
1000	E	5000	3930	5041	13005		138.83		1110
1000	E	5000	3930	5041	13006		1,344.33		1110
1000	E	5000	3930	5041	13008		1,903.42		1110
1000	E	5000	3930	5041	13D10		2,346.92		1110
1000	E	5000	3930	5041	13004		37.96		1110
1000	E	5000	3930	5041	14004		7,284.08		1110
1000	E	5000	3930	5041	13009		825.50		1110
1000	E	5000	3930	5041	13015		0.00		1110
1000	E	5000	3930	5041	13016		197.71		1110
1000	E	8100	3940	5041	39923				1110
1000	E	5000	3930	5041	13019		0.00		1110

Charter Schools - Revenue Estin
Third Calc dated 01/17/20 & Rec

NONCONVERSION CHARTER		
Charter	Proj #	PC LAKES
Center		5041
uwFTE		754.9800
wFTE		801.4817
Total allocation		5,187,471.00
Basic FEFP (Object 3310)		3,905,736.00
SAI Charter	14004	174,818.00
CSR	13002	871,274.00
Reading Initiative	13006	32,264.00
Digital Classrooms Allocation	13016	4,745.00
Discretionary Lottery	13015	728.00
Instructional Mat.	13B10	56,326.00
Library	13005	3,332.00
Science	13004	911.00
Safe Schools	13008	45,682.00
Mental Health	13009	19,812.00
Transportation (Function 7800)		0.00
Best & Brightest	13019	71,843.00

Total FEFP allocation		5,187,471.00
One Time Disbursements, No 5% Admin Fee		
Merit Award Program	0.00
Teacher Lead	13011	0.00
School Recognition	13C09	0.00
Periodic Pmts, No 5% Admin Fee		
Workforce Development		
Performance Incentive		
		High Performing
Less 2% or 5% Admin Fee		103,749.42
Admin Fee to LCS		34,355.02
Admin Fee over CAP		69,394.40
FEFP less Admin Fee		5,153,115.98
Non-Project FEFP total		3,871,380.98
Per Payment Amount		214,713.17

NONCONVERSION CHARTERS		
Charter		PINECREST
Center		9041
Basic FEFP and Stabilization		161,307.54
Merit Award Program	0.00
SAI Charter	14004	7,284.08
CSR	13002	36,303.08
Reading Initiative	13006	1,344.33
Discretionary Lottery	13015	30.33
Instructional Mat.	13B10	2,346.92
Library	13005	138.83
Science	13004	37.96
Safe Schools	13008	1,903.42
Mental Health	13009	825.50
Transportation (Function 7800)		0.00
Teacher Lead	13011	0.00
Best and Brightest	13019	2,993.46
Digital Classrooms Allocation	13016	197.71
Per Payment Amount		214,713.17

Lake County School Board

Calculation of Charter School Disbursement for FY 2019-2020

Third Calc dated 01/17/20 & Recalibrated Oct. Counts

Revenue Estimate Worksheet Overall Summary

Line	PINECREST LAKES CHARTER	1	2	3	4	5
Non-Project						
1	FEFP State & Local Funding	2,937,039.00	2,937,039.00	2,937,039.00	3,357,903.00	3,357,903.00
2	ESE Guaranteed Allocation	78,150.00	78,150.00	78,150.00	108,008.00	108,008.00
15	Discretionary Local Effort	259,170.00	263,338.00	263,338.00	303,672.00	297,296.00
10	Total Funds Compression Allocation	34,585.00	34,585.00	34,585.00	38,999.00	38,796.00
5&16	Discretionary Mileage Compression Allocation	97,052.00	96,475.00	96,475.00	108,788.00	103,734.00
Project						
4	SAI Charter (Proj #14004)	154,122.00	154,122.00	154,122.00	173,792.00	174,818.00
18	Class Size Reduction (Proj #13002)	753,002.00	753,002.00	753,002.00	876,181.00	871,274.00
13	Reading Allocation (Proj# 13006)	28,352.00	28,352.00	28,352.00	32,695.00	32,264.00
6	Digital Classrooms Allocation (proj #13016)	4,209.00	4,209.00	4,209.00	4,746.00	4,745.00
17	Discretionary Lottery (proj #13015)	-	-	-	-	728.00
8	Instructional Mat. (proj #13B10)	48,459.00	48,459.00	48,459.00	54,644.00	56,325.00
8	Library (proj #13005)	2,958.00	2,958.00	2,958.00	3,335.00	3,332.00
8	Science (proj #13004)	808.00	808.00	808.00	912.00	911.00
7	Safe Schools - Other FEFP (proj #13008)	40,023.00	40,023.00	40,023.00	45,132.00	45,682.00
9	Mental Health	17,493.00	17,493.00	17,493.00	19,725.00	19,812.00
14	Best & Brightest (proj #13019)	62,300.00	62,300.00	62,301.00	71,843.00	71,843.00
19	Transportation (Function 7800)	-	-	-	-	-
Total FEFP allocation		4,517,722.00	4,521,313.00	4,521,314.00	5,200,375.00	5,187,471.00
One Time Disbursements, No 5% Admin Fee						
	Merit Award Program		-			
	Teacher Lead		-			
	School Recognition		-			
Periodic Pmts, No 5% Admin Fee						
	Workforce Development					
	Performance Incentive					
	Less 2% or 5% Admin Fee	225,886.10	226,065.65	90,426.28	104,007.50	103,749.42
	Admin Fee to LCS	85,094.89	85,162.53	34,065.02	34,440.48	34,355.02
	Admin Fee over CAP	140,791.21	140,903.12	56,361.26	69,567.02	69,394.40
	FEFP less Admin Fee	4,432,627.11	4,436,150.47	4,487,248.98	5,165,934.52	5,153,115.98
Non-Project FEFP total		3,320,901.11	3,324,424.47	3,375,521.98	3,882,929.52	3,871,381.98
Per Payment Amount		184,692.80	184,852.95	185,262.85	229,872.29	228,590.44

#of payments	BI-weekly allocation date	1	2	3	4	5
1	7/15/2019	184,692.81				
2	7/31/2019	184,692.81				
3	8/15/2019		184,852.95			
4	8/31/2019		184,852.95			
5	9/15/2019		184,852.95			
6	9/30/2019		184,852.95			
7	10/15/2019		184,852.95			
8a	10/31/2019		44,130.19			
8	10/31/2019			185,262.86		
9	11/15/2019			185,262.86		
10a	11/30/2019			9,543.86		
10	11/30/2019				229,872.29	
11	12/15/2019				229,872.29	
12	12/31/2019				229,872.29	
13	1/15/2020				229,872.29	
14	1/31/2020				229,872.29	
15	2/15/2020					228,590.44
16	2/29/2020					228,590.44
17	3/15/2020					228,590.44
18	3/31/2020					
19	4/15/2020					
20	4/30/2020					
21	5/15/2020					
22	5/31/2020					
23	6/15/2020					
24	6/30/2020					
Payment total		369,385.62	968,394.94	380,069.58	1,149,361.45	685,771.32
Payment to Date		369,385.62	1,337,780.56	1,717,850.14	2,867,211.59	3,552,982.91

Total Charter FEFP	228,590.44
Capital Outlay	
Total Check Amount	\$ 228,590.44

Check Date: 3/15/2020

35 (Insert district number in cell A1, enter, then strike F9. Your district data then pulls from Calculation Detail Sheets)

Revenue Estimate Worksheet for Pinecrest Lakes Academy Charter School # 5041

Based on the 2019-20 FEFP Third Calculations

School District:

Lake

1. 2019-20 FEFP State and Local Funding

Base Student Allocation

\$4,279.49

District Cost Differential:

0.9790

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2019-20 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3	330.54	1.120	370.2048	\$ 1,551,018
111 Basic K-3 with ESE Services	38.00	1.120	42.5600	\$ 178,310
102 Basic 4-8	312.82	1.000	312.8200	\$ 1,310,597
112 Basic 4-8 with ESE Services	61.04	1.000	61.0400	\$ 255,734
103 Basic 9-12		1.005	0.0000	\$ -
113 Basic 9-12 with ESE Services		1.005	0.0000	\$ -
254 ESE Level 4 (Grade Level PK-3)		3.637	0.0000	\$ -
254 ESE Level 4 (Grade Level 4-8)		3.637	0.0000	\$ -
254 ESE Level 4 (Grade Level 9-12)		3.637	0.0000	\$ -
255 ESE Level 5 (Grade Level PK-3)		5.587	0.0000	\$ -
255 ESE Level 5 (Grade Level 4-8)		5.587	0.0000	\$ -
255 ESE Level 5 (Grade Level 9-12)		5.587	0.0000	\$ -
130 ESOL (Grade Level PK-3)	8.44	1.181	9.9676	\$ 41,760
130 ESOL (Grade Level 4-8)	4.14	1.181	4.8893	\$ 20,484
130 ESOL (Grade Level 9-12)		1.181	0.0000	\$ -
300 Career Education (Grades 9-12)		1.005	0.0000	\$ -
Totals	754.98		801.4817	\$ 3,357,903

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Number of FTE

Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.

Additional FTE (a)

Additional FTE (a)	2019-20 Base Funding (WFTE x BSA x DCD)
Advanced Placement	\$ -
International Baccalaureate	\$ -
Advanced International Certificate	\$ -
Industry Certified Career Education	\$ -
Early High School Graduation	\$ -
Small District ESE Supplement	\$ -
Total Additional FTE	0.0000
Total Funded Weighted FTE	801.4817
Additional Base Funds	\$ -
Total Base Funding	\$ 3,357,903

2. ESE Guaranteed Allocation:

FTE	Grade Level	Matrix Level	Guarantee Per Student
38.00	PK-3	251	\$ 974 \$ 37,012
0.00	PK-3	252	\$ 3,144 \$ -
0.00	PK-3	253	\$ 6,416 \$ -
59.04	4-8	251	\$ 1,092 \$ 64,472
2.00	4-8	252	\$ 3,262 \$ 6,524
0.00	4-8	253	\$ 6,534 \$ -
0.00	9-12	251	\$ 777 \$ -
0.00	9-12	252	\$ 2,947 \$ -
0.00	9-12	253	\$ 6,219 \$ -
Total FTE with ESE Services	99.04		Total ESE Guarantee \$ 108,008

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's

UFTE share. Charter School UFTE: 754.98 ÷ District's Total UFTE: 44,486.78 = 1.6971%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's

WFTE share. Charter School WFTE: 801.48 ÷ District's Total WFTE: 48,696.17 = 1.6459%

4. Supplemental Academic Instruction (UFTE share)	(b)	10,300,966	x	1.6971%	\$	174,818		
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	6,552,013	x	1.6971%	\$	111,194		
6. Digital Classrooms Allocation (UFTE share)	(b)(d)	279,613	x	1.6971%	\$	4,745		
7. Safe Schools Allocation (UFTE share)	(b)	2,691,757	x	1.6971%	\$	45,682		
8. Instructional Materials Allocation (UFTE share)	(b)	3,568,916	x	1.6971%	\$	60,568	3,318,945	56,326 Inst. Mat
Dual Enrollment Instructional Materials Allocation	(e)						196,312	3,332 Library
ESE Applications Allocation:							53,659	911 Science
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.							3,568,916	60,569
9. Mental Health Assistance Allocation (UFTE share)	(b)	1,167,428	x	1.6971%	\$	19,812		
10. Total Funds Compression Allocation (UFTE share)	(b)	2,286,024	x	1.6971%	\$	38,796		
11. Declining Enrollment (WFTE share)	(c)	0	x	1.6459%	\$	-		
12. Sparsity Supplement (WFTE share)	(c)	0	x	1.6459%	\$	-		
13. Reading Allocation (WFTE share)	(c)	1,960,251	x	1.6459%	\$	32,264		
14. Best and Brightest Teacher/Principal Allocation	(f)	4,273,322		1.6459%	\$	71,843		
15. Discretionary Local Effort (WFTE share)	(c)	18,062,807	x	1.6459%	\$	297,296		
16. Proration to Funds Available (WFTE share)	(c)	(453,252)	x	1.6459%	-\$	7,460		
17. Discretionary Lottery (WFTE share)	(c)	44,227	x	1.6459%	\$	728		

18. Class Size Reduction Funds:

Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors		
PK - 3	422.7324	0.9790		1,306.70	=	540,784
4-8	378.7493	0.9790		891.30	=	330,490
9-12	0.0000	0.9790		893.46	=	0
Total *	801.4817					
Total Class Size Reduction Funds						\$ 871,274

(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)

19. Student Transportation

Enter All Adjusted Fundable Riders	(g)	0	x	402	\$	-
Enter All Adjusted ESE Riders			x	1,433	\$	-

20. Federally Connected Student Supplement

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation	Total
Military and Indian Lands		\$0.00	\$0.00	\$ -
Civilians on Federal Lands		\$0.00	\$0.00	\$ -
Students with Disabilities			\$0.00	\$ -
Total				\$ -

21. Florida Teachers Classroom Supply Assistance Program

22. Food Service Allocation	(j)	
-----------------------------	-----	--

Total \$ 5,187,471

23. Funding for the purpose of calculating the administrative fee for ESE charter schools.

If you have more than a 75% ESE student population, please place a 1 in the following box: \$ -

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation and the small district ESE Supplement, pursuant to s. 1011.62(1)(l-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) The Digital Classroom Allocation is provided pursuant to s. 1011.62(12), F.S.

(e) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(f) The Best and Brightest Teacher and Principal Allocation is provided pursuant to s. 1011.62(18), F.S., to recruit, retain and recognize classroom teachers, instructional personnel and school principals. Award requirements are established in s. 1012.731, F.S., and s. 1012.732, F.S. Charter schools should contact their sponsoring school district to determine the school's eligibility of receiving funds.

(g) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(h) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(i) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(j) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

For high performing charter schools, administrative fees charged by the school district shall be calculated based upon 2% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 2%.

Other:

FEFP and categorical funding are recalculated during the year to reflect the revised number of full-time equivalent students reported during the survey periods designated by the Commissioner of Education.

Revenues flow to districts from state sources and from county tax collectors on various distribution schedules.

Section 4. Mandatory Requirements

The prospective partner must agree to the following item for consideration (circle response), and briefly detail in the space provided how they will fulfill each requirement.

Identify liaison to work with HSCA staff to facilitate recruitment/admissions, experiential learning activities, summits, and academic testing.	<u>AGREE</u>	DISAGREE
Explanation: The HSCA liaison for Pinecrest Lakes Middle High will be Christina Alcalde, Principal, calcalde@pinecrestlakesmiddlehigh.com.		
Provide mechanism for students to take standardized test to demonstrate college readiness (i.e. PERT, SAT, ACT).	<u>AGREE</u>	DISAGREE
Explanation: Students will take the PERT during their sophomore (10 th grade) year in order to demonstrate college readiness.		
Identify liaison to coordinate with HSCA staff regarding scheduling, student academic progress and concerns, and other issues as they arise.	<u>AGREE</u>	DISAGREE
Explanation: The HSCA liaison for Pinecrest Lakes Middle High will be Christina Alcalde, Principal, calcalde@pinecrestlakesmiddlehigh.com.		
Facilitate application process: accept applications from prospective students, schedule students for interviews, provide space for interviews and recruitment activities.	<u>AGREE</u>	DISAGREE
Explanation: Pinecrest Lakes Academy will accept HSCA applications from PLMH students, will schedule interviews for HSCA, and will provide space for interviews and recruitment activities.		
Provide transportation to summits.	<u>AGREE</u>	DISAGREE
Explanation: PLMH will provide student transportation to summits required.		
Provide faculty to teach HSCA electives and facilitate delivery of SLS course.	<u>AGREE</u>	DISAGREE
Explanation: PLMH will provide faculty to teach HSCA electives that are required for the program and will facilitate delivery of SLS course for its students.		
Allow time for high school faculty to engage in joint training with Partners.	<u>AGREE</u>	DISAGREE

Explanation: Pinecrest Lakes Middle High will allow time for high school faculty to engage in joint training with Partners. Staff members will complete professional development form for all joint trainings.		
Provide career counseling to students for the entire duration they are enrolled in the program.	AGREE	DISAGREE
Explanation: PLMH will have qualified counselors on staff that will provide career counseling to students for the entire duration they are enrolled in the HSCA program.		
Agree to provide textbooks, electronic access codes, and other course materials pursuant to FL Statute 1007.271(17).	AGREE	DISAGREE
Explanation: Pinecrest Lakes Academy Middle High agrees to provide textbooks necessary for courses required, in addition to electronic access codes, and any other course materials that the students need to complete the requirements of the HSCA program.		
Agree to provide 9 th and 10 th AP and general curriculum to match current Partners.	AGREE	DISAGREE
Explanation: PLMH agrees to provide the 9 th and 10 th grade HSCA students with AP and general curriculum requirements that meet those of the current HSCA partners.		
Agree to participate in data sharing to meet the highest levels of accountability, institutional research, and state/federal reporting requirements.	AGREE	DISAGREE
Explanation: Pinecrest Lakes Middle High agrees to participate in data sharing to meet the highest levels of accountability, institutional research, and state/federal reporting requirements.		
Agree to one staff member participating on the HSCA Operations Committee.	AGREE	DISAGREE
Explanation: PLMH designates Christina Alcalde as the staff member on the HSCA Operations Committee for the 2020-2021 school year. The designated staff member may change to a school counselor as school grows for the 2021-2022 school year.		
Agree to one executive participating on the HSCA Governance Committee.	AGREE	DISAGREE
Explanation: Dr. Judith Marty, Board Chair of Pinecrest Academy, Inc. agrees to participate on the HSCA Governance Committee.		



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 633 – Academica-Pinecrest Facilities Use Agreement

OVERVIEW:

Academica Charter School is seeking the use of space for their Pinecrest Academy expansion to include a Charter High School in Clermont, FL. Pinecrest has requested the use of space on the LSSC South Lake Campus to “nest” their 9th graders.

ANALYSIS:

A facility use agreement is being negotiated between the parties and must be provided to the Lake County School Board for final (program) approval in July.

RECOMMENDATION:

Approve the item as written, pending final legal review and edits by both parties.

FACILITY USE AND LEASE AGREEMENT
between
LAKE-SUMTER STATE COLLEGE
and
ACADEMICA

THIS FACILITY USE AND LEASE AGREEMENT (the "Agreement") is entered into by and between ACADEMICA located at 6340 Sunset Dr., Miami, FL 33143 and LAKE-SUMTER STATE COLLEGE ("LSSC") a political subdivision of the State of Florida located at 9501 U.S. Hwy.441, Leesburg, FL 34788.

WITNESSETH

WHEREAS, LSSC is the owner and operator of the land, improvements and other facilities making up the higher education institution known as Lake-Sumter State College, South Lake campus, located at 1250 North Hancock Rd. Clermont, FL 34711(the "Campus"); and

WHEREAS, Academica desires to expand their educational program to include grades 9-12 and seeks a location to begin classes for 9th graders; and

WHEREAS, LSSC shall make available and lease approximately ____3785____ square feet of space at the Campus more particularly depicted in Exhibit "A" attached to this Agreement (the 'Premises') .

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) LSSC and ACADEMICA (collectively, the "Parties") agree to the following terms and conditions:

Article 1, Term/Renewal

- 1.1 The Premises are leased for a term to commence on _____, and end on _____ thereafter (the "Initial Term"), or on such earlier date as the Agreement may terminate as hereinafter provided. The term of this Agreement may be extended with consent of the Board of Trustees on terms mutually agreeable to the parties in the form of a written amendment.
- 1.2 At the expiration or earlier termination of the term, ACADEMICA shall surrender to LSSC the possession of the Premises. ACADEMICA shall leave the surrendered Premises and any improvements, as herein defined, in good and broom-clean condition, fair wear and tear accepted. All property that ACADEMICA is required to surrender shall become LSSC's property at termination of the Agreement. ACADEMICA is permitted to remove all personal property, including equipment purchased by ACADEMICA, furniture, and trade fixtures, provided that any damage to the Premises shall be repaired by ACADEMICA and provided that any items not removed shall be conclusively presumed abandoned and shall become the property of LSSC if said property is not removed within 15 days of expiration or earlier termination of the term.

Article 2, Permitted Use

- 2.1 ACADEMICA will be permitted to use the portion of LSSC South Lake campus described in Appendix A, along with all the Common Areas and other Campus facilities reasonably required by ACADEMICA. Only ACADEMICA owners, officers, employees and students shall occupy the Premises.
- 2.2 ACADEMICA shall occupy and use the Premises as a satellite campus and for the purpose of providing educational services.
- 2.3 ACADEMICA shall not use or allow the use of the Premises in any manner that constitutes waste, that constitutes a nuisance, that violates any applicable law, ordinance, or governmental regulation that materially increases the fire hazard, or that overloads the floor. There shall be no living quarters on the Premises. ACADEMICA shall at its own cost and expense, obtain any and all licenses and permits necessary for such use. The ACADEMICA shall comply with all governmental laws, ordinances, and regulations applicable to its use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Premises.

Article 3, Common Areas

- 3.1 "Common Areas" shall mean the areas of LSSC property periodically designated by LSSC, in its sole discretion, as common areas for access by student, guests and invitees, and include, but are not limited to the following areas: designated parking areas; driveways; service courts; access and egress roads; sidewalks; opened and enclosed courts; landscaped and planted areas; emergency corridors; meeting areas; public restrooms; and general circulation space.
- 3.2 LSSC shall be responsible for operating, managing, equipping, lighting, heating, cooling, repairing and maintaining Common Areas, and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, heating, cooling, repairing and maintaining of the Common Areas unless damages are deemed to be the result of ACADEMICA activities.

Article 4, Technological Infrastructure

- 4.1 ACADEMICA shall be responsible for the installation and financial obligation of any required internet service to support their business operation, provided that LSSC shall provide reasonable cooperation in connection with such installation.

Article 5. Services Not Provided

- 5.1 Unless agreed to in writing by the Parties, in advance, ACADEMICA shall be responsible for acquiring and maintaining its own equipment and supplies and providing staff for the Premises.
- 5.2 LSSC provides security on the Campus when LSSC is in session. When LSSC is not in session, but ACADEMICA is operational on the Campus, ACADEMICA shall schedule and provide security at its expense.

- 5.3 ACADEMICA will provide a School Guardian in compliance with F.S. 1006.12 and agrees to meet all school safety requirements as defined in F.S. Chapter 1006 C.

Article 6. Rules and Regulations

- 6.1 LSSC reserves the right to periodically adopt and promulgate reasonable and necessary rules and regulations applicable to the use of property owned by LSSC and to amend and supplement such rules and regulations as LSSC's Board of Trustees and/or Administration deems necessary as long as it does not interfere with ACADEMICA's operations within the Premises. Written notice of such rules and regulations and of any amendments and supplements thereto shall be given to ACADEMICA. ACADEMICA shall comply with and observe all such rules and regulations. LSSC shall give written notice to ACADEMICA of any proposed change in a rule or regulation which may directly impact ACADEMICA's use of the Campus prior to the adoption by LSSC of such rule or regulation.
- 6.2 Rules and regulations may be promulgated in the form of catalogues, communications to the general public, specific notice to ACADEMICA or any actions of LSSC's District Board of Trustees and/or Administration. ACADEMICA shall comply with the conditions of all governmental approvals and any recorded covenants and restrictions affecting LSSC.
- 6.3 Neither ACADEMICA nor LSSC shall take any action that violates Family Educational Rights and Privacy Act (FERPA) regulations or other federal or state mandated procedures.

Article 7. Non-disruption

- 7.1 Neither ACADEMICA nor LSSC shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction on LSSC's campus or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon LSSC property, or which could cause any impairment or reduction of the good will and reputation of LSSC or ACADEMICA.
- 7.2 Subject to the provisions of Chapter II 9, Florida Statutes, LSSC and ACADEMICA shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and as required to execute the terms of this Agreement.,

Article 8. Alterations, Repairs and Maintenance

- 8.1 ACADEMICA shall comply with all LSSC and governmental requirements regarding any modifications to the leased space. ACADEMICA shall obtain LSSC's EVP written consent before modifying the space, which consent shall not be unreasonably withheld or delayed.
- 8.2 Any additions, alterations, changes or improvements made in or to the Premises by ACADEMICA shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Term, become the property of the LSSC; provided, however, LSSC may at its option, require ACADEMICA, at ACADEMICA's sole cost and expense, to remove any such additions,

alterations, changes or improvements at the expiration or sooner termination of the Term, and to repair any damages to the Premises caused by such removal. ACADEMICA hereby indemnifies LSSC against, and shall keep the Premises free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by ACADEMICA in connection with the Premises, and agrees to obtain discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or materials is due. No mechanics', laborers' or material men's lien arising from any improvements made or work performed by or for ACADEMICA shall attach to or become a lien on LSSC's interest in the Premises, but shall attach to and become a lien only on ACADEMICA 's interest. LSSC hereby reserves the right at any time and from time to time during the Term to make any additions, alterations, changers or improvements (including without limitation, building additional stories) on, in or to the building in which the Premises are contained, and to build additional structures adjoining thereto.

- 8.3 Repairs by LSSC. LSSC agrees to deliver the Premises in its "As-Is" condition and to keep and maintain in good order and repair the structural components and exterior walls (exclusive of all signs, doors and glass, including plate glass) and all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) of the Premises, and all other improvements making up the remainder of the Campus. ACADEMICA shall immediately report in writing to LSSC any defective condition actually known to it which LSSC is required to repair pursuant to this Section 7.2. ACADEMICA's willful failure to report to LSSC any such condition or defect shall make ACADEMICA responsible to LSSC for any liabilities, costs, expenses and attorney 's fees incurred by LSSC as a result of defect, but only if LSSC would not have reasonably known or discovered such default without notice from ACADEMICA. LSSC's obligation to repair is expressly limited to those items set forth in this Section 7.2.
- 8.4 Repairs by ACADEMICA. ACADEMICA shall, at its own costs and expense, keep and maintain the Premises including Tenant Improvements and every part thereto and every part thereof, in good order and ACADEMICA shall be liable for any damage to the Premises, except to the extent caused by LSSC's negligence. or misconduct. ACADEMICA agrees to return the Premises to LSSC at the expiration or sooner termination of this Agreement in as good condition and repair as when first received, reasonable wear and tear and damage by fire or another insurable casualty excepted. All damage or injury to the Premises, the building, or the Common Areas caused by the act or negligence of Lessee, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by ACADEMICA at its sole cost and expense and to the satisfaction of LSSC. LSSC may make such repairs which are not promptly made by ACADEMICA and charge ACADEMICA for the cost thereof and ACADEMICA hereby agrees to pay such amounts on demand as additional rent hereunder. ACADEMICA shall have no right to make repairs at the expense of LSSC or to deduct the cost thereof from the rent due hereunder.
- 8.5 Condition of Premises. ACADEMICA acknowledges that neither LSSC nor any agent or employee of LSSC has made any representation or warranty with respect to the Premises or with respect to the suitability thereof ACADEMICA's use of the Premises as stated herein.
- 8.6 Rubbish Removal. ACADEMICA shall keep the Premises clean, both inside and outside, and will, except to the extent of janitorial services provided under Section 7.7(v) below, remove all other refuse from the Premises to the dumpster provided. ACADEMICA shall not bum any material or rubbish of any description upon the Premises or Common Areas. ACADEMICA agrees to keep all

accumulated rubbish in trash bin area and, except to the extent of janitorial services provided under Section 7.7(v) below, to have same removed regularly. In the event ACADEMICA fails to keep the Premises and other portions heretofore described in the proper condition, LSSC may cause the same to be done for and on account of ACADEMICA and ACADEMICA hereby agrees to pay the expense thereof on demand as additional rent.

- 8.7 Sidewalks. ACADEMICA shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. ACADEMICA shall not place or cause to be placed any merchandise, vending machines or anything else on the sidewalk or exterior of the Premises without prior written consent of LSSC.
- 8.8 Services by LSSC. LSSC shall cause to be furnished to the Campus, or as applicable, the Premises, the following services and in accordance with the standards for comparable state college institution:
- a. Water (if available from city mains) for drinking, lavatory and toilet purposes.
 - b. Electricity for the Campus standard fluorescent lighting and Premises lighting, and for the operation of general office machines, such as electric typewriters, desk top computers, dictating equipment, adding machines and calculators, and general service non-production type office copy machines.
 - c. Campus standard lighting composed of 2' x 4' fixtures; ACADEMICA shall service, replace and maintain at its own expense any incandescent fixtures, table lamps, or lighting other than the Campus standard light, and any dimmers or lighting controls other than controls for the Campus standard lighting.
 - d. Heating and air conditioning for the reasonably comfortable use and occupancy of the Campus and Premises during the hours of ("Business Hours"); provided that, heating and cooling conforming to any governmental regulation prescribing limitations thereon shall be deemed to comply with this service.
 - e. Janitorial service through a contracted service to include sweeping of floors, dusting, trash removal, and the cleaning of restrooms Monday-Friday. Additional services may be available through the contracted party,' at ACADEMICA's sole cost.
 - f. Unreserved parking spaces of the Campus, for use by ACADEMICA 's employees and visitors in common with students of LSSC and invitees of LSSC.

Article 9. Signs

- 9.1 ACADEMICA shall not erect or post any signs without first obtaining LSSC's written approval as to size, color, type, or locations of such signs. ACADEMICA shall not display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media without LSSC's prior written approval. Any such approval required under this Article shall not be unreasonably withheld or delayed.
- 9.2 The Parties will cooperate to identify the appropriate means and methods of incorporating ACADEMICA's signage needs into LSSC's signage and way finding methods.

Article 10. Rent

- 10.1 During the first year of this agreement, ACADEMICA will pay an annual rental fee of \$13.73 per square foot of the space defined in Appendix A, plus sales tax. A annual escalation adjustment will be added for each subsequent year of occupancy based on a shared cost calculation made by LSSC. Payment is due to the LSSC Business Office on the first of each month during the term of the agreement.

Article 11. Damages or Destruction of Building

- 11.1 In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Agreement, whereby the same shall be rendered un-tenantable, or partly un-tenantable, then LSSC shall have the right to render said Premises tenantable by repairs within 90 days therefrom and there shall be an abatement of the rent corresponding with the time during which, and the extent to which the Premises are un-tenantable.
- 11.2 If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Agreement. The cancellation herein mentioned shall be evidenced in writing.

Article 12. No Liability for Personal Property

- 12.1 All personal property placed or moved in the Premises, or ACADEMICA improvements shall be at the risk of ACADEMICA or the Owner thereof, and LSSC shall not be liable for any damage to said property or ACADEMICA improvements or to ACADEMICA arising from the bursting or leaking of water pipes, unless caused by the negligence or misconduct of LSSC.

Article 13. Assignment or Sub-Agreement

- 13.1 ACADEMICA shall not, without first obtaining the written consent of LSSC, assign, mortgage, pledge, or encumber this Agreement, in whole or in part, or sublet the Premises or any part thereof. This covenant shall be binding on the Legal representatives of ACADEMICA, and on every person to whom ACADEMICA's interest under this Agreement passes by operation of law.

Article 14. No Waiver of Covenants or Conditions

- 14.1 The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Agreement cannot be modified or terminated orally.

Article 15. Construction Liens

- 15.1 ACADEMICA shall never, under any circumstances, have the power to subject the interest of LSSC in the Premises to any construction or materialman's lien. Notwithstanding anything to the contrary contained in Article 7.1, ACADEMICA shall, within 30 days after notice from LSSC, discharge any construction liens for materials or labor claimed to have been furnished to the Premises on ACADEMICA's behalf or have same transferred to bond. LSSC shall be entitled to record in the public records of Lake County in compliance with F.S. 713.10 notice that LSSC's

interest in the Premises and LSSC's property shall not subject to any construction or mechanic's lien for work undertaken or on behalf of LSSC.

Article 16. Right to Inspect and Repair

- 16.1 LSSC may enter the Premises at any reasonable times, but with no less than three (3) days written notice to ACADEMICA (except that no notice need be given in case of emergency), for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises, as LSSC deems necessary or desirable. ACADEMICA shall have no claim or cause of action against LSSC by reason thereof except as provided herein.

Article 17. Interruption of Services or Use

- 17.1 Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond LSSC's control whether similar or dissimilar to those enumerated, shall not entitle ACADEMICA to any claim against LSSC or to any abatement in rent, and shall not constitute constructive or partial eviction unless LSSC fails to take such measures as may be reasonable in the circumstances to restore the services without undue delay. If the Premises are rendered untenable in whole or part, for a period of 30 business days, by the making of repairs, replacements, or additions, other than those made with ACADEMICA consent or caused by misuse or neglect by ACADEMICA or ACADEMICA's agents, servants, visitors, or licenses, there shall be a proportionate abatement of rent during such period.

Article 18. Personnel

- 18.1 ACADEMICA shall ensure supervision of its employees while on the Campus. Governance of personnel for ACADEMICA shall be the responsibility of ACADEMICA; however, ACADEMICA personnel must also adhere to LSSC rules and policies when on the Campus.

Article 19. Insurance and Indemnification

- 19.1 On or before the first day ACADEMICA occupies the Premises, ACADEMICA covenants and agrees to provide LSSC a copy of the policies or contracts of insurance and duplicate payment receipt and each policy renewal thereof and at all times maintain: (a) comprehensive general liability insurance for the mutual benefit of ACADEMICA and LSSC relating to the Premises in the amount of not less than One Million Dollars each occurrence and Two Million in the aggregate, for personal injury or death and of not less than One Million (\$1,000,000) Dollars for property damage which insurance shall name LSSC as an additional insured; (b) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in the amount adequate to cover the cost of replacement of all building improvements in the Premises which were originally constructed or provided by or on behalf of ACADEMICA as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; (c) plate glass insurance with respect to all plate and other glass in the Premises only; and (d) workman's compensation insurance. ACADEMICA shall deliver to LSSC at least 15 days prior to the time such insurance is first required to be carried by ACADEMICA, and thereafter at least 15 days prior to the expiration of any such policy, a duplicate original or a certificate and true copy of all policies procured by ACADEMICA in compliance with its obligations hereunder, together with evidence of payment therefore. ACADEMICA shall cause all insurance policies required by

the terms of this Agreement to provide for a 15-day written notice to LSSC by each insurance company of any cancellation of insurance. The minimum limits contained in this Article shall in no way limit or diminish ACADEMICA's liability pursuant to the law or this Agreement. ACADEMICA agrees that all personal property brought onto the Premises shall be at the risk of ACADEMICA, and that LSSC shall not be liable for theft thereof or any damage thereto occasioned from any person.

- 19.2 LSSC and ACADEMICA hereby acknowledge that LSSC, pursuant to Section 1004.725, Florida Statutes, is entitled to and does participate in a program of self-insurance through the Florida College System Risk Management Consortium, including replacement value property and casualty insurance. LSSC agrees to give ACADEMICA a 30-day notice of any change in its insurance coverage.
- 19.3 ACADEMICA hereby agrees to defend, indemnify and hold harmless LSSC, its trustees, officers, employees, agents, and representatives from and against any and all claims, and all costs, including reasonable attorneys' fees, expenses and liabilities, incurred in connection with any and all claims, actions or proceedings that arise out of or relate to: (a) any accident, injury, loss or damage whatsoever to any person or property as a result of ACADEMICA 's operations on campuses, unless such accident, injury, loss or damage is caused by LSSC; (b) the use and /or occupancy by ACADEMICA of any and all of the Campus facilities; and/or (c) any negligent or intentional act or omission whatsoever of ACADEMICA, or of any employee, agent, licensee, invitee or representative of ACADEMICA, that in any way arises out of or relates to this Agreement or the programs and activities contemplated by this Agreement, provided that, in not event shall ACADEMICA be responsible for any indemnification or hold harmless obligations if any such claim, cost or liability is incurred to LSSC's negligence or misconduct.
- 19.4 Subject to and without waiving the notice and limits of liability of and all other provisions of Sec. 768.28, Florida Statutes, LSSC shall indemnify and hold harmless ACADEMICA, its officers, directors, employees, agents and representatives from and against any and all actions, costs, expenses, damages and liabilities, including reasonable attorney fees, resulting from death or bodily injury or damage to property, only to the extent caused by the negligence of LSSC, its officers, employees or other authorized agents in connection with this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of LSSC as set forth in Section 768.28, Florida Statutes. The foregoing indemnity provision is not intended as a waiver of LSSC's common law right of sovereign immunity. The limited waiver of sovereign immunity set forth in Fla. Stat. 768.28 for tort actions brought against LSSC shall be applicable to any action brought pursuant to this indemnity provision, even if the indemnity action sounds in contract rather than in tort.
- 19.5 Minors on Campus Provision

ACADEMICA shall conduct state and national criminal background check of its employees, agents, or representatives. ACADEMICA shall be strictly and solely liable for any and all damages, losses, harms, lawsuits, demands, or claims of whatever kind or nature and wherever brought arising from any act of its employee, subcontractor, representative, or agent relating to controlled substances, sexual activity, theft, embezzlement , violent crimes, or other similar matters, and shall upon demand of LSSC pay all costs for any such damage, loss, harm , lawsuit, demand, or claim of whatever kind or nature, unless ACADEMICA has in good faith challenged or

appealed an such damage, loss, harm, lawsuit, demand or claim. LSSC may, in the exercise of its sole discretion and without cost or repercussion, forbid the presence upon its premises of any person based on the negative results of a background check.

19.6 Criminal Backgrounds

ACADEMICA shall notify LSSC in advance about criminal records of any of its employees, agents, or representatives who shall be present on premises owned or controlled by LSSC, or in frequent close proximity to LSSC employees or students. Such notice shall include the name of the employee, agent, or representative; the nature of the offense and/or criminal conviction; the date and jurisdiction of conviction; and the sentence imposed as a result. ACADEMICA shall instruct any of its employees, agents, and representatives with criminal records on the expected and appropriate conduct while on Campus, and shall fully and properly supervise such employees' activities. LSSC may, without cost or repercussion, exclude from its premises any of ACADEMICA's employees, agents, or representatives who, in the exercise of LSSC's reasonable discretion, pose an unacceptable risk to LSSC's students, employees, or other legitimate interests. ACADEMICA shall impose this same obligation on any of its sub-contractors or vendors under this Agreement. ACADEMICA agrees to indemnify and hold harmless LSSC, its Board, officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from ACADEMICA 's failure to comply with the requirements of this paragraph and paragraph 18.5.

19.7 Conduct and Comportment

While representing LSSC, while on premises owned or controlled by LSSC and while interacting with people and entities connected to LSSC, ACADEMICA, its agents, employees, representatives and others acting on its behalf shall at all times comport him- or herself in a manner consistent with applicable laws, regulations and standards of conduct and care and shall reasonably comply with all applicable LSSC policies and procedures. ACADEMICA, its agents, employees, representatives and others acting on its behalf shall no knowingly undertake any act that tarnishes, impugns or casts dispersion upon the name, reputation, or image of LSSC.

19.8 Names and Trademarks

ACADEMICA shall not, without advance written permission by LSSC, use any name, trade name, trademark or other designation of LSSC hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional or any other activities or context; to express or imply any endorsement by LSSC; or in any manner whatsoever other than as herein included. Notwithstanding, ACADEMICA may use the LSSC name for the purposes of providing maps or directions to the Premises.

Article 20. Quiet Enjoyment

- 20.1 Provided that ACADEMICA performs all its obligations under this Agreement, LSSC covenants and agrees that at all times during the Term of this Agreement ACADEMICA shall have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance by LSSC or any persons lawfully claiming through LSSC.

Article 21. Termination Upon Default/Dispute Resolution

21.1 Should LSSC or ACADEMICA believe the other is in default of any of the provisions of this agreement, the non-defaulting shall provide written notice of default to the other. In the event a party has received such a notice of default, such defaulting party shall be allowed a period of five days, from receipt of notice of said default from the non-defaulting party, within which to cure said default. If the defaulting party does not agree that it is in default or has failed to timely cure said default, then the dispute resolution procedures set forth below shall be utilized.

- a. LSSC and ACADEMICA acknowledge that issues and questions concerning ACADEMICA's use of the Premises or the interpretation of this agreement are likely to occur. It is the intent of the parties that any such disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
- b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. The issue should be discussed by the ACADEMICA Facilities Manager for ACADEMICA and the Director of Facilities, and if possible, resolved at this level.
- c. If the disagreement cannot be resolved at the initial level, the Executive Vice President of the College and Chief Financial Officer of ACADEMICA shall meet and discuss and attempt to resolve the issue.
- d. If the disagreement cannot be resolved at the secondary level, the President for ACADEMICA and College President shall meet, discuss the issue and attempt to resolve it. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available, including termination of this Agreement.

21.2 Default

The occurrence of one or more of the following is an event of default by ACADEMICA:

- a. ACADEMICA fails to perform and comply with any obligation imposed upon ACADEMICA by this Agreement, ACADEMICA fails to cure after notice as provided in 20.1 and the dispute resolution process in 20.2 does not resolve the issue.
- b. Proceedings under the Bankruptcy Act for bankruptcy or corporate reorganization or arrangement have been filed by or against ACADEMICA, and if filed against ACADEMICA have not been dismissed within 90 days after the filing.
- c. ACADEMICA makes an assignment of ACADEMICA's property for the benefit of creditors.
- d. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of ACADEMICA's property and within 30 days after appointment the officer is not discharged and possession of the property is not restored to ACADEMICA.
- e. ACADEMICA 's interest in the Premises or under this Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not cancelled and discharged within 30 days after its occurrence.
- f. ACADEMICA abandons the Premises for a period exceeding 15 business days.

21.2 Remedies

If any such event of default occurs and exists, LSSC may immediately or at any time thereafter terminate this Agreement by giving ACADEMICA written notice thereof with the effective date of said termination as determined by LSSC in its reasonable discretion. Termination may be in addition to or in connection with any other remedy allowed by law. If LSSC should violate, default or fail to perform any term of this Agreement applicable to LSSC, ACADEMICA may terminate this Agreement and recover all damages allowed by law, including recovering from LSSC, the amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.

21.3 Cumulative Remedies

LSSC's remedies set forth in this Agreement are cumulative and not in limitation to any remedies given by law.

Article 22. Early Termination

- 22.1 LSSC may, at its option, terminate this Agreement by providing at least 180 days prior written notice to ACADEMICA of its election to terminate this Agreement. Should LSSC terminate this Agreement during the Initial Term for any reason other than pursuant to exercise of its remedies under Section 20.4, LSSC shall pay to ACADEMICA the amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.
- 22.2. ACADEMICA may, at its option, terminate this Agreement by providing at least 180 days prior written notice to LSSC of its election to terminate this Agreement. Should ACADEMICA terminate this Agreement for any reason other than pursuant to exercise of its remedies under Section 20.4, ACADEMICA shall not be entitled to recover any amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.

Article 23. Notice

- 23.1 No notice or other communications given under this Agreement shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via over-night courier, addressed: (1) to LSSC, attention President at the address set forth on page I of this Agreement, or to such other address as LSSC shall designate by giving notice thereof to ACADEMICA, or (2) to ACADEMICA, at the address set forth on page 1 of this Agreement or such other address as ACADEMICA shall designate by giving notice thereof to LSSC.

Article 24. Miscellaneous

- a. Amendment. This Agreement may be amended or modified, but only by a written instrument executed by the Parties.
- b. Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both parties and shall not be construed in favor of one party over the other by reason of drafting.

- c. Invalidity. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.
- d. Florida Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action arising out of this Agreement shall be in Lake County, Florida.
- e. Performance. The failure of any party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.
- f. Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between LSSC and ACADEMICA. Neither LSSC nor ACADEMICA shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other party.
- g. Waiver. A waiver of a breach of any provision of this Agreement shall only be affected if such waiver is expressed in writing and signed by the waiving party. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.
- h. Entire Agreement. This Agreement contains the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.
- i. Execution. This Agreement may be executed in counterparts, and each counterpart whether original, photocopy, or facsimile copy, or any amalgamation thereof shall be deemed to be a binding original of this Agreement.
- j. Prevailing Party. If either party resorts to litigation to remedy a breach of this Agreement by the other party the prevailing party in the litigation, in addition to any other remedies available under this Agreement or by law, may collect its reasonable attorney fees and other costs and expenses of litigation including costs and fees incurred for appeal.
- k. Nondiscrimination. ACADEMICA 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 ACADEMICA discriminate against any qualified individual with a disability. ACADEMICA recognizes that sexual harassment constitutes discrimination on the basis of sex.
- l. Radon Gas. The following notification is provided pursuant to Section 404 .056(5), Florida Statutes (2005): "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department."

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352-365-3524), publicrecordsrequest@lssc.edu, 9501 U.S. Highway 441, Leesburg, FL 34788.

Signature page

Exhibit A

Building	Space	Sq/Ft
BLD 1	122	1,107
BLD 1	124	98
CML	118	860
CML	119	860
CML	120	860
Total allocated Space		3,785
Rate per Sq/Ft		\$13.73
Annual Rent		\$51,968.05



Lake Sumter
State College

OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 634 East Lake Property Agreement

OVERVIEW:

Negotiations regarding the terms of the East Lake Property donation have continued for a few years.

ANALYSIS:

A new agreement has been drafted with updated terms and a new timeline for development. The Facilities Committee of the Board of Trustees will meet on July 15, 2020 to review the agreement.

RECOMMENDATION:

Approve the item as written.

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (the "**Agreement**") is made and entered into as of this _____ day of _____ 2019 (the "**Effective Date**") by and among **MOUNT DORA HILLS, LLC**, a Florida limited liability company, whose address is 30549 S. Coronado Drive, Sorrento, Florida 32776, **SUMMER LAKE-GRACE GROVES, LTD.**, a Florida limited partnership, whose address is 4345 South Atlantic Avenue, Unit 4A, New Smyrna Beach, Florida 32169, and **TOM WEST, INC.**, a Florida corporation, whose address is P.O. Box 1028, Ocoee, Florida 34761 (collectively, the "Seller"), and **LAKE-SUMTER STATE COLLEGE FOUNDATION, INC.**, a Florida non-profit corporation (the "Foundation"), on behalf of LAKE SUMTER STATE COLLEGE, a political subdivision of the State of Florida (the "Education Campus"), whose address is 9501 U.S. Highway 441, Leesburg, Florida 34788 (collectively the "Buyer").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. This Agreement supersedes in its entirety the prior agreement entered into by and between the parties listed above, dated July 22, 2015, together with all amendments thereto, and any other prior agreements between the parties relating to the property mentioned herein.

2. DONATION OF PROPERTY.

2.1 Property. Seller agrees to donate, free of charge, and convey to Buyer and Buyer agrees to accept such donation and conveyance from Seller, upon the terms and conditions herein set forth, approximately sixteen point twenty six (16.26) acres of real property located east of Round Lake Road in unincorporated Lake County, Florida, the location of which is labeled as "Education Campus" on the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference, together with any improvements located thereon (the "Property"). This parcel may be relocated by Seller prior to closing **only if required by St Johns River Water Management District**. The legal description of the Property will be determined during the Inspection Period (as herein defined). In addition to the approximately 16.26 acres, the Seller agrees to provide **a permitted** an offsite water retention area with the necessary easements but not the pipe or facilities to transfer the water to the drainage site.

2.2 Use of Property. Buyer and Seller each acknowledge that Buyer's intended use of the Property is for a college campus initially to be designated as a site by the State and ultimately designated by the State as a Center serving 4000-5000 students at full build-out, as

well as possibly Lake Technical College, a charter school, and some private partners. The initial private partners shall be subject to approval by Seller; however, this shall not be an ongoing or perpetual restriction. At the Closing (as herein defined), the parties shall execute a Special Warranty Deed which contains a requirement that Buyer must commence construction of a college campus building on the by July 1, 2025, and which provides that fee simple title to the Property shall revert to Seller in the event of two things: (1) Buyer does not commence construction of either (a) a college campus building on the Property, (b) a Lake Technical College, (c) charter school, or (d) joint use campus by July 1, 2025, at which time the Property shall revert to Seller if the Education Campus has not commenced the construction of a college and/or technical education use building. Commencement of construction in this paragraph shall mean the slab has been poured and passed inspection for a building of not less than 15,000 square feet, conditioned space and (2) The reverter provision set forth in this paragraph shall occur if funding has not been obtained by January 1, 2023. Funding shall be defined as having received the funds to pay for said construction or closed on a binding loan for said funds to construct a permitted facility allowed under the Agreement.

The provisions of this paragraph shall survive the Closing.

2.3 Status of Buyer's Progress toward Use of Property. Commencing with the signing of this agreement, Buyer will, on July 15th and January 15th of each year and every six (6) months thereafter, and additionally upon request, provide Seller with updates on the status of its progress towards commencing construction of a college campus building on the Property.

3. PROPERTY APPROVALS AND DEVELOPMENT.

3.1 Excavation of Property. During the Inspection Period, Buyer and Seller shall agree on a plan for excavation of fill from and grading of the Property. Such excavation and grading work will be done by Seller, at Seller's expense, either prior to or following the conveyance of the Property to the Buyer but in no event later than Buyer commencing construction of an education campus on the Property. All fill material excavated from the Property shall be exclusively owned by Seller.

3.2 Site Access. Seller and Buyer shall agree upon the form of the Access and Utility Easement during the Inspection Period." In the event the parties have not agreed upon the form of the Access and Utility Easement prior to the expiration of the Inspection Period, either party shall have the right to terminate this Agreement. The Seller shall not be required to build the access road to the site; however, Buyer's deadline to commence construction shall be delayed until the access road is constructed by others. See Exhibit "B" for cost estimates to access the site. These road segments may be constructed by developer, or in a private/public partnership, which may involve the education parcel users.

3.3 Current Status of Land Use Applications Submitted to The City of Mount Dora. Buyer acknowledges that Seller and its agents will file certain applications with the City of Mount Dora to obtain a comprehensive plan amendment; rezoning; transportation and other

public facility mitigation; and other approvals necessary to permit development of the Property as an education campus (collectively, the "**Applications**"). Buyer and Seller hereby agree that Seller shall use its best efforts to obtain the City of Mount Dora's approval of the Applications as soon as possible, but it is understood and agreed by the parties that Seller cannot guarantee if or when the City of Mount Dora will approve the same. In the event that the City of Mount Dora determines prior to the Closing not to approve one or more of the Applications, thus prohibiting development of an education campus on the Property, this Agreement shall automatically terminate and the parties shall be released from all obligations hereunder. In the event that Seller conveys the Property to Buyer and thereafter the City of Mount Dora determines not to approve one or more of the Applications, thus prohibiting development of an education campus on the Property, Buyer shall convey the Property back to Seller, free of charge, within thirty (30) days of the City of Mount Dora's determination.

3.4 Buyer's Cooperation with Applications. Buyer shall cooperate in good faith with Seller in its efforts to obtain approval of the Applications, including but not limited to submitting letters of support to Lake County and any other governmental agency that may be involved in the application process.

4. COSTS, PRORATIONS AND ADJUSTMENTS.

4.1 Closing Costs. All premiums and fees for the Title Commitment and Title Policy, recording fees, the cost of the Survey (as defined herein), any mortgagee title policy or endorsements required by Buyer's lender and other closing costs shall be paid by Buyer. **Seller shall pay transfer taxes.**

4.2 Professional Fees and Expenses. Seller and Buyer shall each bear the professional fees and expenses of their respective attorneys, accountants, consultants and other professionals incurred in connection with the negotiation of this Agreement and the Closing of the transactions contemplated hereby.

4.3 Taxes. All ad valorem taxes attributable to the Property for the tax fiscal year in which the Closing Date occurs shall be prorated between the parties as of the Closing Date. Seller shall pay and discharge on or before the Closing Date any ad valorem taxes attributable to the Property for any tax fiscal year prior to the tax fiscal year in which the Closing Date occurs and any special assessment of any public taxing authority which is a lien upon the Property or any part thereof. Seller shall pay and discharge on or before the Closing Date all liens, encumbrances (including any and all mineral reservations and leases) and mortgages upon the Property (or any part thereof) that are not specifically being assumed by Buyer hereunder. The parties acknowledge that the Property may be part of a larger tax parcel and agree to negotiate in good faith at Closing an equitable "cut-out" of the Property from such larger tax parcel, if applicable.

5. **CLOSING.** The consummation of the conveyance of the Property (the "**Closing**") shall take place either via mail or at Seller's attorney's offices in Orlando, Florida ninety (90) days after preliminary plat approval by the City of Mount Dora.

6. **TITLE POLICY AND SURVEY.**

6.1 Title. Buyer shall, at Buyer's expense, obtain within twenty (20) days after preliminary Plat approval by the City of Mount Dora, a commitment for a policy of owner's title insurance (the "**Title Commitment**"), together with copies of all title documents listed as exceptions, covering the Property. The Title Commitment shall be written by a nationally recognized title insurance company agreeing to issue to Buyer an Owner's ALTA Form B title insurance policy in the amount of the appraised value of the Property, according to the Lake County, Florida Property Appraiser, insuring title to the Property, subject only to the permitted Exceptions (as defined below). Within ten (10) business days after receipt of the Title Commitment, Buyer shall notify Seller in writing (the "**Buyer's Notice of Title Defects**") of any defects or objections to items appearing in the Title Commitment (the "**Title Defects**"). Within ten (10) days after receipt of Buyer's Notice of Title Defects, Seller shall provide written notice to Buyer of those Title Defects it elects to cure (the "**Seller's Title Notice**"). Seller shall have until the Closing Date to cure said Title Defects. If Seller fails to remedy any Title Defects, Buyer may, in its sole discretion, either (a) terminate this Agreement; or (b) waive such Title Defects and consummate the Closing. Buyer shall be responsible for obtaining any mortgagee title policy or endorsements required by its lender.

6.2 Permitted Exceptions. It is understood and agreed that the Property is being conveyed by Seller to Buyer free and clear of all liens, claims and encumbrances, except the hereinafter Permitted Exceptions, and it is further understood and agreed that the conveyance by Special Warranty Deed to be delivered by Seller at Closing shall be subject only to the following (the "**Permitted Exceptions**"):

- (a) Laws, ordinances and governmental regulations (including but not limited to building, zoning, land use and subdivision ordinances and regulations) affecting the occupancy, use or enjoyment of the Property;
- (b) All matters shown on the Title Commitment that are not Title Defects; and
- (c) Real estate taxes and assessments for the year of Closing and subsequent years.
- (d) All matters shown on the Plat, if any, of the subdivision.

(e) Reverter agreements pursuant to paragraph 2.2

6.3 Survey of the Property. Buyer shall, no later than thirty (30) days after preliminary Plat approval by the City of Mount Dora, obtain a new or updated survey of the Property to be prepared at its own expense by a registered land surveyor duly licensed in the State of Florida (the "Survey"). If the Survey discloses any encroachment, matter, gap, gore or other defect or condition that is unacceptable to Buyer, in its sole discretion (each a "**Survey Defect**"), Buyer shall, within five (5) business days after receipt of the Survey, provide Seller with a copy of the Survey and notify Seller of any Survey Defects in writing. Within ten (10) days after receipt of Buyer's notice of Survey Defects, Seller shall provide written notice to Buyer (either as part of Seller's Title Notice or separately) of which Survey Defects it elects to cure, and Seller shall have until Closing to cure said Survey Defects. If Seller fails to remedy the Survey Defects, Buyer may, at its sole discretion, either (a) terminate this Agreement; or (b) waive the Survey Defects and consummate the Closing. The Survey will determine the legal description of the Property to be included in the Special Warranty Deed to be delivered by Seller to Buyer on the Closing Date.

7. CLOSING DELIVERIES.

7.1 Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

7.1.1 Deed. A Special Warranty Deed (the "Deed") in recordable form conveying the Property to the Foundation free and clear of all claims, liens, encumbrances and other matters affecting title except for the Permitted Exceptions defined above and containing the use restriction and reverter language set forth in Section 2.2 hereof.

7.1.2 Affidavits. Affidavits and such other instruments as may be required by the Title Company evidencing the authority of Seller to enter into and perform this Agreement and to perform Seller's obligations hereunder.

7.1.3 Settlement Statement. A counterpart, executed by Seller, of a settlement statement describing in detail the prorations, adjustments, costs and expenses associated with the Closing (the "**Settlement Statement**").

7.1.4 No-Lien Affidavit. A Seller's affidavit and FIRPTA affidavit (the "**Affidavit**"), together with a completed and executed Internal Revenue Service information Form #1099.

7.1.5 Post Closing Agreement. A counterpart, executed by Seller, of the Post Closing Agreement as prepared by Seller.

7.1.6 Access and Utility Easement. A counterpart, executed by Seller, of the Access and Utility Easement.

7.1.7 Other Documents. Such other documents and instruments as are contemplated hereunder or as may be reasonably required by Buyer, its attorneys or the Title Company and necessary to consummate the transaction and to otherwise effectuate this Agreement.

7.2 Buyer's Deliveries. At Closing, Buyer shall deliver to Seller the following:

7.2.1 Settlement Statement. A counterpart, executed by Buyer, of the Settlement Statement.

7.2.2 Resolutions. Certified resolutions and such other instruments as may be required by the Title Company evidencing the authority of Buyer to enter into and perform this Agreement and to perform Buyer's obligations hereunder.

7.2.3 Donation Documents. Any documents requested by Seller evidencing that the conveyance of the Property to Buyer is a charitable contribution. The requirements of this Subsection 7.2.3 shall survive the Closing.

7.2.4 Post Closing Agreement. A counterpart, executed by Buyer, of the Post Closing Agreement.

7.2.5 Access and Utility Easement. A counterpart, executed by Buyer, of the Access and Utility Easement. The attached outlined description of the major road network, Exhibit "B", which serves this education parcel is attached. The cost may be paid by the developer, or a joint funding project of the developer for public partnership..

7.2.6 Other Documents and Payments. Such other documents and instruments as are contemplated hereunder or as may be reasonably required by Seller, Seller's attorneys or the Title Company and necessary to consummate this transaction and to otherwise effectuate this Agreement, and such other payments as are contemplated hereunder.

7.2.7 Reverter Agreement. A Reverter Agreement prepared by Seller and countersigned by Buyer with the terms set forth in paragraph 2.2. herein.

8. REPRESENTATIONS.

8.1 Buyer's Representations and Warranties.

Buyer represents and warrants to Seller:

8.1.1 Lawful Existence. As of the Effective Date and the Closing Date, Buyer is a Florida non-profit corporation validly existing and in good standing under the laws of the State of Florida.

8.1.2 Authorization. As of the Closing Date, Buyer's acceptance of the donation of the Property provided for herein will be authorized by all necessary corporate action required to be taken to authorize execution of this Agreement and Buyer's performance of all obligations undertaken by it hereunder will be duly and regularly taken.

8.2 Seller's Representations and Warranties.

Seller hereby represents and warrants to Buyer as of the Effective Date and the Closing Date, as follows:

8.2.1 Qualification of Seller. Seller has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, including without limitation, the execution, delivery and performance of each of the documents required to be delivered by Seller to Buyer pursuant to this Agreement and any and all other documents or instruments necessary or desirable to the consummation thereof.

8.2.2 Due Execution and Performance. This Agreement has been, and the Deed of conveyance and all other documents, instruments and agreements required to be delivered by Seller pursuant to or in connection with this Agreement will be, when executed and delivered, duly executed and delivered by Seller and constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms.

8.2.3 Title to Real Property. Seller is indefeasibly seized of, and has good, marketable and insurable title to, the Property in fee simple absolute, free and clear of all liens, leases, encumbrances, exceptions, reservations, restrictions, limitations, easements or claims of third parties (including, without limitation, claims of adverse possession, prescriptive rights or other claims of use or ownership) except the permitted Exceptions.

9. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to Buyer's obligation to purchase the Property:

9.1 Property Inspection Period. Buyer shall have until 5:00 p.m. on the sixtieth (60th) day after preliminary Plat approval in which to conduct such investigations and inspections as to the Property and all other matters which are, in Buyer's sole judgment, relevant

to Buyer's determination whether to accept donation of the Property or to terminate this Agreement. Seller shall cooperate in good faith with Buyer and Buyer's efforts to investigate the Property during the Inspection Period. Buyer shall indemnify Seller from and against any loss, damage, cost or expense for personal injury or property damage incurred by Seller as a result of Buyer's inspection of the Property and Buyer shall, following any such inspection and to the extent reasonably possible, promptly restore the Property to the condition existing immediately prior to such inspection. Notwithstanding the foregoing, nothing stated herein shall obligate the Buyer to indemnify Seller any amount which exceeds the amount(s) for which Buyer could be held liable under the provisions of Section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of sovereign immunity beyond that provided by Florida law, nor will anything herein be read as increasing the liability of Buyer to any person or entity beyond the limits of liability for which the Buyer could be held liable under Section 768.28, Florida Statutes. If Buyer, in Buyer's sole judgment, elects not to proceed to Closing on the Property, Buyer shall notify Seller of such election in writing prior to the expiration of the Inspection Period and the parties hereto will have no further obligations hereunder. If Buyer, in Buyer's sole judgment, elects to proceed to Closing on the Property, Buyer will so notify Seller in writing prior to the expiration of the Inspection Period.

9.2 Approval of Buyer's Board of Directors. Buyer shall have received unconditional approval from its Board of Directors as well as the College's Board of Trustees for the acceptance of the donation of the Property from Seller

10. REMEDIES FOR DEFAULT.

10.1 Buyer's Default. In the event Buyer defaults on any provision of this Agreement, Seller's sole remedy for such default is to terminate this Agreement.

10.2 Seller's Default. If the Closing fails to occur due to a default or breach by Seller hereunder, Buyer's sole remedy for such default is to terminate this Agreement.

11. FURTHER ACKNOWLEDGEMENTS. Seller acknowledges and agrees that Seller is not a co-venturer, partner or agent of Buyer in Buyer's development and operation of the Property, and that Seller shall not be entitled to any equity, rights, title, use or other interest in or to those portions of the Property conveyed to Buyer hereunder, or the operation thereof.

12. ATTORNEYS' FEES. In the event of litigation between Buyer and Seller concerning this Agreement or any documents related thereto, the prevailing party shall be entitled to attorneys' fees and costs, for pretrial preparation, trial and appeal. This provision shall survive the closing of this transaction.

13. ASSIGNMENTS. This Agreement shall not be assignable by Buyer to any other

person or entity.

14. BROKERS. Buyer and Seller represent and warrant to each other that neither has dealt or negotiated in any manner with any real estate broker, salesperson or agent concerning the donation of the Property. Each party shall be responsible for any fees for the Broker they hire. This provision shall survive the closing of this transaction.

15. NOTICES. All notices and communications required or allowed by this Agreement shall be in writing and delivered in person, by Certified Mail, Return Receipt Requested, postage prepaid; by overnight mail; via electronic mail, to be followed within one (1) day by a facsimile copy, or as otherwise permitted in this Section 14, addressed to the party or person to whom the notice is being given at the following addresses:

TO SELLER:

Harv Bernfeld
Mount Dora Hills, LLC
30549 S. Coronado Drive
Sorrento, Florida 32776
Telephone: (407) 421-2692
E-mail: harvair1@aol.com

Grace Lindblom
Summer Lake-Grace Groves, Ltd.
4345 S. Atlantic Avenue, Unit 4A
New Smyrna Beach, Florida 32169
Telephone: (407) 948-1001
E-mail: gcl@cfl.rr.com

Milton West
Tom West, Inc.
P.O. Box 1028
Ocoee, Florida 34761
Telephone:
E-mail: tmiltonwest@yahoo.com

Robert Hester
5581 Living Waters Street
De Leon Springs, FL 32130
Telephone: (386) 414-3091
Email: robertjhester@rocketmail.com

TO BUYER:

Lake-Sumter State College Foundation, Inc.
Attn. Dr. Stanley Sidor
9501 U.S. Highway 441

Leesburg, Florida 34788
Telephone: (352) 365-3524
E-mail: sidors@LSSC.EDU

Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
Telephone: (352) 243-2801
E-mail: anita@agclaw.net

Notices to be delivered by certified mail, postage prepaid, return-receipt requested shall be deemed to have been delivered three (3) business days after mailing, or, if sooner, on the date the receipt for certified mail is signed by the addressee or its authorized agent or employee. Notices may also be made by overnight mail, hand delivery or telegram and shall be deemed to have been delivered on the date a receipt or confirmation of receipt is signed by the addressee or its authorized agent or employee, or is otherwise given on behalf of the addressee. Notices by facsimile shall be deemed to have been delivered on the date of the facsimile confirmation sheet. Notices by electronic mail shall be deemed to have been delivered on the date of the electronic mail receipt log.

16. BUSINESS DAY. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State for observance thereof.

17. SEVERABILITY AND INVALIDITY. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. The provisions of this Section 16 shall survive the Closing and the delivery of the Deed.

18. DAMAGE OR DESTRUCTION; CONDEMNATION. All risk of loss or damage to the Property shall remain with the Seller through and including the date of Closing, and all risk of loss or damage to the Property shall be with the Buyer after Closing. If proceedings to take or condemn the whole or any part of the Property for public or quasipublic use under any statute or by the right of eminent domain are commenced or threatened prior to the date of the Closing, then Buyer may, at its option either consummate or not consummate the transaction contemplated hereby. If Buyer elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Buyer. If Buyer elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

19. **ASSIGNABILITY.** Buyer may not assign this Agreement without the consent of Seller.

20. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding between Seller and Buyer and shall not be altered, modified or amended unless such alteration, modification or amendment is set forth in writing and signed by the party against whom the enforcement of any such alteration, modification or amendment is sought.

21. **NUMBER AND GENDER.** The terms "Seller" and "Buyer" shall include the heirs, executors, administrators, personal representatives, successors and assigns of the respective used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

22. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by a construed in accordance with the laws of the State of Florida without reference to the laws of any other jurisdiction. The parties agree that any litigation arising from this Agreement shall be maintained in a court of competent jurisdiction sitting in Lake County, Florida.

23. **CONSTRUCTION; CAPTIONS.** The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. The captions and headings of various sections and paragraphs in this Agreement are for convenience only and are not to be utilized in construing the content or meaning of the provisions hereof and shall not be deemed to constitute a part hereof. No reference or use shall be made of any previous draft of this Agreement or of any negotiations with respect thereto in construing this Agreement. As used herein, the word "including" shall be construed to mean "including, without limitation".

24. **NO WAIVER.** No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of any party's right to demand strict compliance with the terms of this Agreement.

25. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two (2) or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Electronically transmitted signatures shall be deemed original signatures.

26. **FURTHER ASSURANCES.** In addition to the foregoing, the parties hereto, at the time and from time to time at or after the Closing, upon request of Buyer or Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further acts, deeds,

charitable contribution documents, assignments, transfers, conveyances, powers of attorney and assurances, as may be required for the better assigning, transferring, granting, conveying, assuring and confirming unto the Buyer all of Seller's right, title and interest in and to the Property and the more effective consummation of the transactions contemplated by this Agreement. The terms of this Section 24 shall survive the Closing and the delivery of the Deed.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

MOUNT DORA HILLS, LLC, a Florida
limited liability company

By: _____
Name: _____
Its: _____

SUMMER LAKE-GRACE GROVES,
LTD., a Florida limited partnership

By: _____
Name: _____
Its: _____

SUMMER LAKE-GRACE GROVES,
LTD., a Florida limited partnership

By: _____
Name: _____
Its: _____

TOM WEST, INC., a Florida corporation

By: _____
Name: _____
Its: _____

BUYER:

LAKE-SUMTER STATE COLLEGE
FOUNDATION, INC.

By: _____
Name: _____
Its: _____

LAKE SUMTER STATE COLLEGE

By: _____
Name: _____
Its: _____

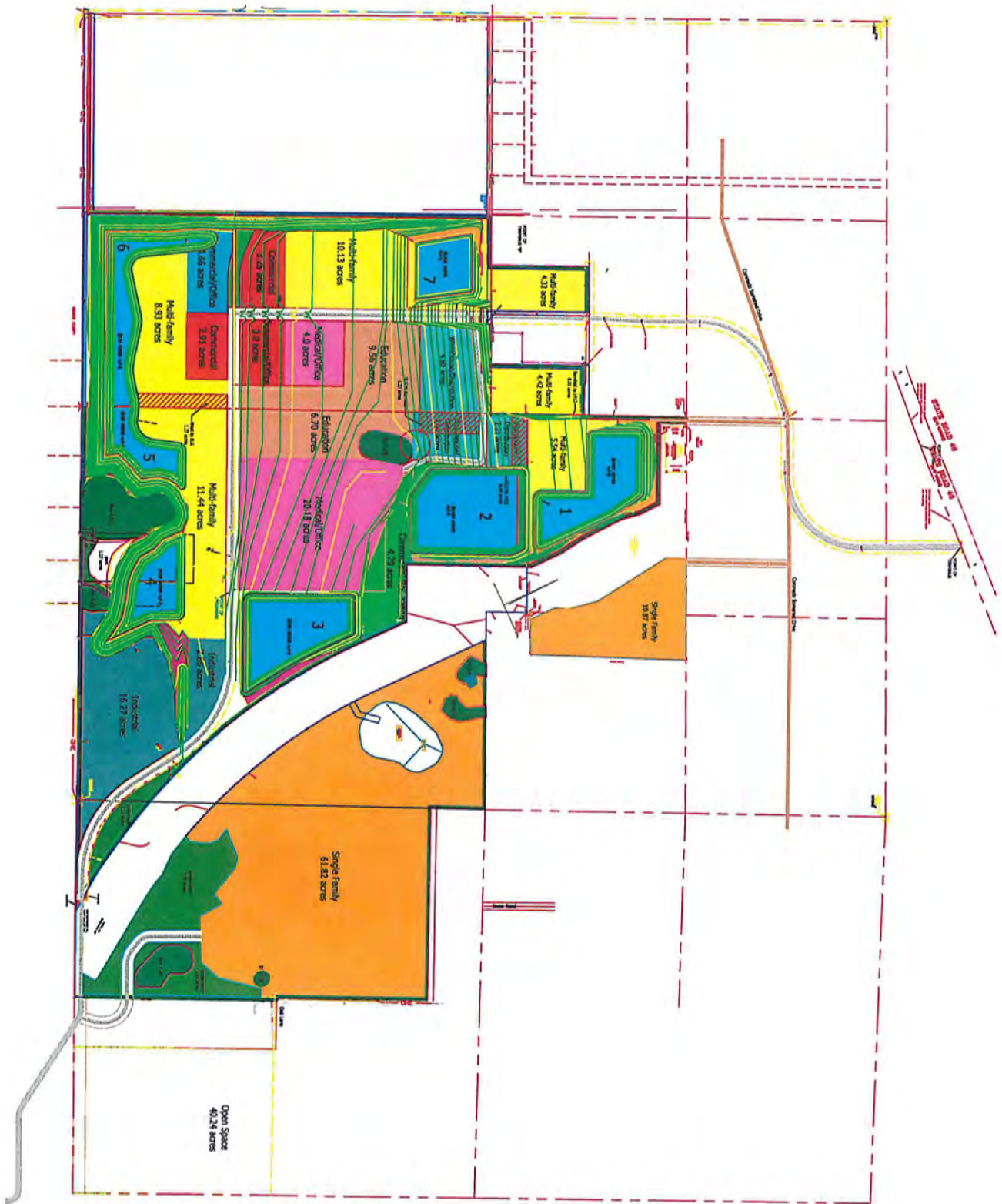


EXHIBIT "A"

Exhibit "B"

Segment 2A

(from north PL to south line of Education Parcel N/S road segment)

980 Linear Feet, 80 Ft Road Section

General	(8.8%)	\$78,478.40
Clearing/Grading	(11.6%)	\$103,448.80
Stormwater Collection	(15.2%)	\$135,553.60
Concrete/Paving	(64.4%)	\$574,319.20
Total Construction		\$891,800.00
<u>Survey, Engineering & Permitting (10%)</u>		<u>\$89,180.00</u>
<u>Grand Total: \$980,980.00</u>		

Segment 2B

(from end of Segment 2A run south to intersection then east to east line of Education Parcel)

2,132 Linear Feet, 80 Ft Road Section

General	(8.8%)	\$170,730.56
Clearing/Grading	(11.6%)	\$225,053.92
Stormwater Collection	(15.2%)	\$294,898.24
Concrete/Paving	(64.4%)	\$1,249,437.28
Total Construction		\$1,940,120.00
<u>Survey, Engineering & Permitting (10%)</u>		<u>\$194,012.00</u>
<u>Grand Total: \$2,134,132.00</u>		



OFFICE OF THE PRESIDENT

Present to the Board: July 22, 2020

TO: Lake-Sumter State College
District Board of Trustees

FROM: Stanley M. Sidor
President

RE: 635 – TAPS #21B088 Rapid Credentialing Grant

OVERVIEW:

LSSC's will apply for the Governor's Emergency Education Relief (GEER) Fund under the Coronavirus Aid, Relief, and Economic Security (CARES) Act Fund, TAPS#21B088 to fund the Corporate Training and Continuing Education Commercial Driver's License (CDL) program. The grant will provide \$266,305 with a required match of \$66,576. The LSSC Foundation has the required grant match secured.

The CDL program was presented to the Lake-Sumter State College District Board of Trustees on June 19, 2019 and approved.

ANALYSIS:

LSSC Corporate Training and Continuing Education (CE) Program will complete an annual memorandum of understanding (MOU) with Sun-State CDL Driving School. Through the MOU, CE will provide the training and testing site at the Sumter site, provide marketing, and register, enroll, track and report student information. Sun-State CDL will provide bonded instructors, certified examiners, equipment, fuel, student and vehicle insurance, and they will also provide marketing.

RECOMMENDATION:

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

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
Mr. Bret D. Jones
Mr. Timothy Morris

