

DISTRICT BOARD OF TRUSTEES MEETING

Indian River State College – Massey Campus Ben L. Bryan Administration Building, A301 3209 Virginia Avenue, Fort Pierce, FL 34981

August 26, 2025 – 1:00 PM

AGENDA

- 1. Call to Order and Pledge of Allegiance Chair Luna
- 2. Reorganization of the Board Dr. Tim Moore
 - a. Elect Chairperson
 - b. Elect Vice Chairperson
 - c. Approve the 2025/26 IRSC Board Meeting & Board Retreat Schedules
- 3. Student Government Association (SGA) Report Makaria Sandlin, SGA President
- 4. Recognition:
 - a. Team Members of the Month:
 - July 2025 Thomas Lewis *recognized by Dr. Mia Tignor*
 - August 2025 Camilo Medina recognized by Dr. Calvin Williams
- 5. Request approval of June 24, 2025 Board of Trustees Meeting Minutes *Chair Luna*
 - a. June 18, 2025 Board Retreat Meeting Minutes (information only)
- 6. Open to Public Comment Chair Luna

- 7. President's Report Dr. Tim Moore
 - a. President's Update
 - 1. Introduction of New Employees:
 - a. Alessandra Thompson Associate Vice President of Human Resources
 - b. Donald Bergmann Chief of Campus Safety
 - b. Calendar of Events for September 2025
- 8. Strategic Initiatives Dr. Michael Hageloh
 - a. IRSC Public Media Update Chris Puorro
 - b. Digital Marketing Campaign Update *Jenna Bluedorn*
- 9. Personnel & Compensation Committee Meeting Report *Trustee Davis*
- 10. Finance Committee Meeting Report *Trustee George*
- 11. Facilities Committee Meeting Report *Trustee Schirard*
- 12. Academic Affairs & Charter School Governance Committee Meeting Report *Trustee Thornton*
- 13. Enrollment Management Committee Meeting Report Trustee Caron
- 14. Strategic Planning Committee Meeting Report Trustee Conrado
- 15. Governance & Legislative Affairs Committee Meeting Report *Trustee Kindell*
- 16. Consent Items: Chair Luna
 - a. Affiliation Agreement between Florida Atlantic Institution Board of Trustees, on behalf of its Harbor Branch Oceanographic Institute and Indian River State College
 - b. Amendment to Services Agreement and SOW ITN #24/25-31 with Level Interactive, Inc., d/b/a Level Agency
 - c. Clinical Affiliation Agreement:
 - 1. Harborside Pharmacy & Wellness
 - d. First Amendment to the 2023 Interlocal Agreement for the Proposed Medical Examiner Facility

- e. Florida Power & Light Contract with Indian River State College for the 2025 IRSC Annual Fire Brigade Requalification Training
- f. Indian River State College and University of Central Florida Engineering Articulated Program Agreement
- g. Individual Training Account Agreement with CareerSource Brevard Flagler Volusia
- h. ITN 24/25-33 Pouring Rights/Beverage & Vending Services
- Joint Resolution of the Central Florida Higher Education Consortium the University of Central Florida Board of Trustees and the District Board of Trustees of College of Central Florida, Daytona State College, Eastern Florida State College, Indian River State College, Lake-Sumter State College, Seminole State College, and Valencia College
- j. Memorandum of Agreements with Indian River State College, Criminal Justice Institute:
 - 1. R. L. Wilson Training Consultants
 - 2. Suzanne Woodward
- k. Pearson Vue Select Testing Agreement
- 1. Property Surplus and Inventory Write-off
- m. Research Services and Facility Use Agreement with Edge Hydration & Recovery, LLC
- n. Skillsoft LLC Order Form for 2025-26 Contract for Percipio Learning
- o. Full-Time Appointments:
 - 1. Jordan Adams (Registration Assistant, Student Success Center)
 - 2. Camila Alvarez (Assistant Instructional Dean, School of Nursing)
 - 3. Donald Bergmann (Chief of Campus Safety, Office of the President)
 - 4. Catiana Bois (Perkins Project Specialist, Associate Vice Provost of Academic Affairs)
 - 5. Jeannie Brady Ellison (Research Analyst, Research and Reports)
 - 6. Justin Breckenridge (News Director, IRSC Public Media)
 - 7. Katelyn Crews (Library Administrative Coordinator, Learning Resources)
 - 8. Brenda Diaz (Training and Instructional Design Facilitator, IPDAE)
 - 9. Glorymar Duke (HR Information System (HRIS) & Operations Manager, Human Resources)
 - 10. Taylor Farnsworth (Senior Director of Development, Advancement)
 - 11. Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)

- 12. Michael Johnson (HVAC Technician, HVAC Technicians)
- 13. Alexander Kanter (Assistant Instructional Dean, Mathematics)
- 14. Chymbee Keith (Legal Operations Manager, General Counsel)
- 15. Dawn Matano (Public Safety Officer, Campus Safety Maj-Admin)
- 16. Andrew Murdza (Assistant Professor I, Mathematics)
- 17. Claire Murphy (Instructor, Hospitality and Culinary Management)
- 18. Yovanna Perez-Perdomo (Custodian, Custodial)
- 19. John Ramfjord (Senior Director of Development, Advancement)
- 20. Berenice Rene (Events Logistics Specialist, Marketing, Brand Experience)
- 21. Riquelmo Rodriguez (Teacher, Clark Advanced Learning Center)
- 22. Curtis Rookard (Assistant Professor I, Computer Information Technology)
- 23. Elizabeth Santiago (Registration Assistant, Chastain Campus)
- 24. Frank John Seitz (Assistant Director Military and Veterans Services, Advising and Career Services)
- 25. Noelle Sotomayor (Clerk, Public Service Education)
- 26. Alessandra Thompson (Associate Vice President of Human Resources, Office of the President)
- 27. Monty Zimmer (School Guardian, Reorganization Campus Safety Maj OPS)

p. Separation of Services:

- 1. Matthew Birch (Retention and Completion Mentor, Advising Services)
- 2. Steven Bolduc (Registration Assistant, Student Success Center)
- 3. Julie Boswell (Assistant Professor I, Biological Sciences)
- 4. Marshanne Brinkerhoff (Budget Analyst/Staff Accountant, Planning, Budget, and Auxiliary Services)
- 5. Lindsay Coburn (Admissions Counselor, Sr. Success Coach)
- 6. Peter Craft (Assistant Professor I, English and Communications)
- 7. Edmundo Cruz (Career Pathways Facilitator, Adult Secondary Education)
- 8. Beau Driver (Assistant Professor I, Humanities)
- 9. Christine Easterday (Registration Assistant, Chastain Campus)
- 10. Alexander Edwards (Academic Coordinator, Upward Bound)
- 11. Eva Garcia (Academic Coordinator, Educational Talent Search)
- 12. Karen Gregorovic (Administrative Assistant III, Executive Staff)
- 13. Brenna Heffner (Assistant Professor I, English and Communications)

- 14. Jonathan Hooker (Campus Director Mueller Campus, Student Success)
- 15. Jordan Hunt (Grant Accounts Analyst, Grants Administration)
- 16. Christopher Kush (Interim Admissions Specialist, Student Communications)
- 17. Sarah McLendon (Accounts Receivable Specialist, Accounts Receivable)
- 18. Danielle Nevarez (Underwriting Account Executive, IRSC Public Media)
- 19. Nichole Pallan (Training and Instructional Design Facilitator, IPDAE)
- 20. Terrick Phillips (Assistant Men's Basketball Coach, Men's Basketball Athletics)
- 21. Prashanth Pilly (Associate Vice Provost of Academic Affairs, Academic Affairs)
- 22. Eduardo Riusech (Military and Veteran's Services Advisor, Military and Veterans Services)
- 23. Elizabeth Santiago (Interim Admissions Specialist, Articulation and Partnerships)
- 24. Tracy Sharkey (Human Resources Specialist, Human Resources Operations)
- 25. Laura Tingo (Administrative Assistant I, Program Director Title V QEP)

g. Retirements:

- 1. William Burklo (Assistant Professor I, Workforce Education)
- 2. Michael Kemp (Director of Fire Science Academy Training Center, Public Service Education)
- 3. Mary Pelletier (Associate Professor, Health Science)
- 4. Leslie Rosenfeld (Mail Courier, Mailroom)
- r. Part-Time Temporary Non-Instructional Appointments:
 - 1. Abriyana Baboram (Residence Assistant, Upward Bound)
 - 2. Taylor Benica (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
 - 3. Glenn Burket (Program Assistant, Public Service Education)
 - 4. Abigail Chapman (Library Customer Service Assistant, Learning Resources)
 - 5. Jessica Coddington (Lifeguard/Instructor, Aquatics)
 - 6. Makia Cooper (Library Customer Service Assistant, Learning Resources)
 - 7. Akela Ferman (Laboratory Assistant, Workforce Education)

- 8. Jesica Gutierrez (Adult Education Intake Specialist, Adult Education)
- 9. Devon Hagans (Residence Assistant, Upward Bound)
- 10. Dona Hamm (Program Assistant, Cosmetology)
- 11. Michael Hiatt (STEM Training- Facilitator, School for Continuing Education)
- 12. Aras Kavaliauskas (Lifeguard/Instructor, Aquatics)
- 13. Ashley Lara (Near Peer Mentor, Educational Talent Search)
- 14. Liam McNally (Lifeguard/Instructor, Aquatics)
- 15. Maria Paiz (Program Specialist, Health Science)
- Jafet Paz-Rivera (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
- 17. Sterling Prettelt (Lifeguard/Instructor, Aquatics)
- 18. Deborah Ross (Interim Records Specialist, Student Records)
- 19. Madison Swiss (Lifeguard/Instructor, Aquatics)
- 20. Sela Vazquez (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
- 21. Autum Wilson (TRIO Instructor, Talent Search)
- s. Regular Part-Time Appointments:
 - 1. Lauren Bishop (Library Technical Assistant, Learning Resources)
 - 2. Nicholas Jackson (Public Safety Officer, Campus Safety Maj-Admin)
 - 3. Omair Khan (Program Assistant, Biological Science)
 - 4. Melissa Lee (Public Safety Officer, Campus Safety Maj-Admin)
 - Marc-Arthur Stanley Montas (Adult Education Intake Specialist, Adult Secondary Education)
 - 6. Lana Pinto (Registration Assistant, Chastain Campus)
 - 7. Jason Reyes (Admissions Specialist, Student Communications)
 - 8. Hector Torres (Custodian I, Custodial)
- t. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
 - 1. Keith Appelbaum (Law Enforcement)
 - 2. Edgar Bean (Adult Education)
 - 3. Richard Bellomy (Fire science)
 - 4. Mayra Borcea (Mathematics)
 - 5. Charity Burns (History)
 - 6. Mary Carlson (Nursing)
 - 7. Janice Chamberlin (Medical Assisting)
 - 8. Elizabeth Correa (Adult Education)

- 9. Fernanda Ferrero (Adult Education)
- 10. Wilson Gerald (Health Care Management)
- 11. Tammi Haynes (English)
- 12. Erika Hilberts (Adult Education)
- 13. Brian Holbert (Computer Info Tech)
- 14. Jacqueline Kenna (Political Science)
- 15. Lynn Krieger (Computer Info Tech)
- 16. Miguel Melendez (Computer Info Tech)
- 17. Madison Merkel (Theater)
- 18. Christina Moynihan (Adult Education)
- 19. Brandon Paget (History)
- 20. Claribel Rivera (Spanish)
- 21. Alexander Russell (Welding)
- 22. Juan Santana (Adult Education)
- 23. Andrew Silbaugh (Student Success)
- 24. Richard Terry (Student Success)
- 25. Amy Vadakin (American Sign Language)
- 26. Jeremy Vincent (Psychology)
- 27. Keith Whitehead (Computer Science)
- 28. Nicole Zimnoch (Cosmetology)

17. Adjourn – Chair Luna

Indian River State College, Mission Statement

Indian River State College is a comprehensive college accredited to award Associate Degrees, Baccalaureate Degrees, and Career and Technical Certificates. As a leader in education and innovation, IRSC transforms lives by offering high-quality, affordable, and accessible education through traditional and remote delivery.

IRSC is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing diversity
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning

AGENDA ITEM NO. 2 DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR Action

TOPIC : Reorganization of the Board	
REGULAR AGENDA OR COMMITTEE: Regular Agenda	
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: In accordance with section 1001.61, Florida Statutes, each Flor Board of Trustees shall organize at its first regular meeting after J chair, whose duty as such is to preside at all meetings of the board, and to attest to actions of the board, and a vice chair, whose duty the absence or disability of the elected chair. It is the further dut trustees to notify the Governor, in writing, whenever a board consecutive regular board meetings in any one fiscal year, which removal. The Board also approves its meeting schedules for the y	tuly 1 of each year by electing a to call special meetings thereof, as such is to act as chair during by of the chair of each board of member fails to attend three h absences may be grounds for
FISCAL IMPACT: None	
PRESIDENT'S RECOMMENDATION:	
The President presides over the reorganization of the Board.	
SUBMITTED BY: Dr. Tim Moore	DATE: 8/26/25
BOARD ACTION:	DATE: 8/26/25



District Board of Trustees 2025/26 Meeting Schedule

Meetings will be held where indicated on the 4th Tuesday of the month at 1:00 PM unless otherwise noted. Committee meetings will be held prior to the Board Meeting as needed.

August 26, 2025 1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

September 23, 2025 1:00 PM

Education Lab, Room 157 Indiantown High School, Indiantown

> October 28, 2025 1:00 PM

Williamson Conference Center Auditorium, C112 IRSC Dixon Hendry Campus, Okeechobee

November 18, 2025

(One week prior to Thanksgiving Holiday)

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

January 27, 2026 1:00 PM

Wolf High Technology Center - Johnson Auditorium, C101 IRSC Chastain Campus, Stuart



February 24, 2026 1:00 PM

Richardson Center Auditorium, C105 IRSC Mueller Campus, Vero Beach

> March 24, 2026 1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

April 28, 2026 1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

May 19, 2026

(One week prior to Memorial Day Holiday)

1:00 PM

STEM Center Research Coast Auditorium, S108 IRSC Pruitt Campus, Port St. Lucie

> June 23, 2026 1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

August 25, 2026 1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce



District Board of Trustees 2025/26 Retreat Schedule

Board Retreats will be held on a quarterly basis.

October 22, 2025 9:00 AM – 2:00 PM

Wolf High-Technology Center – Room C102 Chastain Campus, Stuart

> February 4, 2026 11:00 AM – 5:00 PM

Veteran's Center of Excellence, Core Auditorium, D107 Pruitt Campus, Port St. Lucie

> June 3, 2026 9:00 AM – 2:00 PM Board Room, A301

Massey Campus, Fort Pierce

AGENDA ITEM NO. 3



BOARD ACTION: None required

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *INFORMATION*

DATE: 8/26/25

<u>TOPIC</u> : Student Government Association (SGA) Commentary/Updates			
REGULAR AGENDA OR COMMITTEE: Regular Agenda			
SUBMITTED FOR: ACTION/VOTE X INFORMATION DISCUSSION			
SUMMARY:			
Makaria Sandlin, SGA President, will share brief student engagement update	es:		
 NEW Student Spaces (Pruitt Library, Pruitt Student Engagement Cer EMS Suite Tranquility Room and Student Study Lounge, V-Building Lounge, Miley Library Tranquility Room) Welcome Series Events Recap NEW Clubs/Organizations – Pre-Med Club, Generative Ai Club, Riv Interior Design Club, & more! First Year Experience (FYE) program for all Promise students Residence Life Director to support programming around creating a set the River Hammocks Athletics Activities Student Life is Coordinating with Assistant Coach ALTERNATIVE(S): N/A FISCAL IMPACT: N/A PRESIDENT'S RECOMMENDATION: N/A 	er Pride Cheer Club, ense of belonging at		
SUBMITTED BY: Gracia Buzziz / Makaria Sandlin	DATE: 7/23/25		

AGENDA ITEM NO. 5



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ACTION

TONG D	No di No
TOPIC : Request approval of the June 24, 2025 Board of Trustee	es Meeting Minutes
REGULAR AGENDA OR COMMITTEE: Regular Agenda	
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY : Request approval of the June 24, 2025 Board Meet information are the June 18, 2025 Board Retreat Meeting Minutes	
SUBMITTED BY: Suzanne Parsons	DATE: 8/18/25
BOARD ACTION:	DATE: 8/26/25

INDIAN RIVER STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

REGULAR MEETING

June 24, 2025

The regular meeting of the District Board of REGULAR MEETING
Trustees of Indian River State College was held on June
24, 2025, beginning at 1:00 PM in the Board Room,
A301 in the Ben L. Bryan Administration Building on the
Massey Campus in Fort Pierce, FL.

Those present:

ATTENDANCE

Christa Luna, Okeechobee County, presiding Susan Caron, St. Lucie County
Jose Conrado, Indian River County
J. Brantley Schirard, St. Lucie County
Anthony George, Martin County
Vicki Davis, Martin County
Melissa Kindell, Okeechobee County

Absent:

Milo Thornton, Indian River County

Also Present:

Timothy E. Moore, Ph.D., President
Caroline Valentin, General Counsel
Suzanne Parsons, Executive Manager

Others present:

Michael Hageloh, Executive Vice President of Strategic Initiatives, CMO

Heather Belmont, Vice President of Academic Affairs

Angela Browning, Vice President of Research, Governmental Relations and Institutional

Effectiveness

Beth Gaskin, Vice President for Student Success

Edith Pacacha, Vice President of Administration & Finance, CFO

Annabel Robertson, Vice President of Institutional Advancement

Floralba Arbelo Marrero, Associate Vice President of Student Life

Jenna Bluedorn, Associate Vice President, Brand Experience

Emily Mass, Associate Vice President of Recruitment & Admissions

Chris Puorro, Associate Vice President, IRSC Public Media

Tony Quinn, Associate Vice President of Capital Planning, Projects, and Facilities

Andrew Treadwell, Associate Vice President of Government & Community Relations

Calvin Williams, Associate Vice President of Advising and Career Services

Lou Caprino, Dean of Public Service Education

Anthony Dribben, Dean of Science

Stephanie Etter, Dean of the School of Continuing & Adult Education

Adriene Jefferson, Dean of Northwest Center, Equity

Officer and Title IX Coordinator

Troy Shearer, Interim Dean of Workforce Education

Victoria Ortiz-Lucas, Chief Budget Officer

Scott Kimmelman, Athletic Director

Lisa Davenport, Executive Director/Principal – Indiantown High School

Leslie Judd, Executive Director/Principal – Clark Advanced Learning Center

Cindy Bruin, Executive Director, Grants and Sponsored Programs

Giovanni Barbieri, Director of Institutional Projects and Community Engagement

Steven Daniello, Director of Assessment Services

Ashley Richmond, Director of Research & Reports

Lisa Schuyler, Director of Accounting & Financial Reporting

Kathleen Walter, Public Relations Manager, PIO

Sandra Nelson, Registrar

Azzam Abdar-Rahman, Staff

Annette Bracero, Staff

Gracia Buzziz, Staff

James Crocco, Staff

Jason Hazellief, Staff

Sarah Phillips, Staff

Nichole Rummo, Staff

Jared Queen, Staff

Luke Sipple, SGA Vice President

Robin Moore

Chair Luna called the meeting to order at 1:00 CALL TO ORDER

PM.

Luke Sipple, SGA Vice President, provided the SGA 2024-25 Update:

STUDENT GOVERNMENT ASSOCIATION (SGA) REPORT

- Welcomed 2000 New Students during New Student Orientation
- Held a Student Leadership Summit with Dr.
 Browning as Keynote Speaker
- Use of Wellness resources increased by 50%
- Continue to have a steady rise in student engagement
- Partnered with the Foundation to assist the Spanish Lakes residents with clean-up after the tornadoes from Hurricane Milton
- Partnered with Career Services to host a
 Career Services Fashion show
- Looking ahead the 2025-26 E-Board is energized to engage with students.

Luke also shared with the Board the SGA 2024-25 Legacy Book video.

Chair Luna commented that recognition has been postponed until the August meeting.

Chair Luna requested a motion to approve the minutes of the May 27, 2025 Board Meeting.

RECOGNITION

REQUEST APPROVAL OF MAY 27, 2025 BOARD MEETING MINUTES On a motion by Tony George, seconded by Vicki Davis, and passed by the Board, the minutes of the May 27, 2025 Board Meeting were approved.

MOTION TO APPROVE THE MAY 27, 2025 BOARD MEETING MINUTES

Chair Luna received no requests for public comment, so she moved on to the next item on the agenda.

OPEN TO PUBLIC COMMENT

President Moore presented to the Board, for its information, the following updates:

PRESIDENT'S REPORT

President Moore started off with trivia: 5 years ago today, he participated in the Zoom call to be considered to be the next President of Indian River State College.

- 5 years ago, the College was in a financial bind as enrollment continued to decline and the need for support from the Foundation grew unabated.
- Workday was failing to meet the needs of the College.
- Our legislative support and relationships were inconsistent.
- We had no DC-based posture or capacity.
- Veterans were an afterthought and our
 Veterans support was essentially invisible.

- Child Development Center was reduced to an "out of sight, out of mind" role at the College.
- Relationships with the local school districts,
 local law enforcement and fire were limited
 and, in many cases not positive.
- The College was not considered to be a value added to the economic lift of the district nor the state.

In five years, a lot has changed...

Highlights of some of OUR Accomplishments this past Year:

- 1. Successful launch of the State Group Health Insurance Plan. This effort, supported by the DBOT, has resulted in dramatic savings to our college team mates in the form of reduced monthly premium costs, lower co-pays and a greater number of full-time employee participation. It has improved our ability to recruit new talent to the college with this plan reducing a family's annual premium from \$1400 per month to \$180 per month.
- 2. 3rd consecutive balanced budget.

- Record Promise Program enrollment saving our local families OVER \$6M in tuition costs.
- 4. 3rd year of record first-year enrollment largely stemming from our Promise Program.
- Alignment of EMS under Public Safety Law,
 Fire, EM and EMS all housed under one Dean and working toward joint training opportunities.
- 6. Al. The College is leaning in on Al as we continue to prepare our students for the disruptions and opportunities created by this power set of tools.
- 7. The College is now sough after as a go-to source for workforce and creative problem solving on the Space Coast.
- 8. Eastman Advanced Workforce Complex opened in November 2023 is now at capacity

 training space and instructors. This was the project Susie Caron pressed me 30 days into my role as president to kickstart.
- Land Donation in Indiantown to become the new home to a Maritime Technical Training
 Center is a reality thanks to Mr. Joe Walsh.

- This project will be a key part to our upcoming legislative efforts in 2026.
- 10. Indiantown High School. Charles and Sandy
 Johnston have expanded on their leadership
 gift by pledging \$2M towards the construction
 of an adjacent sports complex to further meet
 the needs of Indiantown.
- 11. P1 Motorsports is underway and the College is at the center of their efforts to secure OEM manufacturer R&D engagement.
- 12. This year we had our largest nursing graduation cohort 151 with an amazing 100% NCLEX passage rate.
- 13. OKEE-1 has received its first round of state funding as we work toward our goal of the development of a data campus in Okeechobee.
- 14. Continued strong PECO support thanks to our legislators, the Governor and our advocacy team. We have enjoyed a solid 5-year period of PECO funding.
- 15. Thanks to Dr. Browning and her team we have received more than \$10M in job growth and

- workforce development grants from the Department of Commerce and FDOE.
- 16. Our long-awaited ERP conversion from Workday to Ellucian Banner has begun with a Summer 2026 GO LIVE start.
- 17. Indian River State College's new web site will GO LIVE next week as part of a continued new brand launch.
- 18. New College sign at 35th and SR 70 is up and operational.
- 19. Successful audits from District 19 auditors, as well as special examination by FDOE OIG and the Auditor General.

President Moore noted he disagreed with a recent Editorial that made the determination that the College should return over \$6M of support for the expansion of our Nursing program to the state because we "didn't" need the money. The Editorial felt that the state could use those funds to help other citizens.

President Moore stated the Nursing expansion was historic, timely and impactful. We just graduated our largest nursing cohort in our history.

More importantly, the \$6M was invested into the Promise Program. The Promise Program has returned over \$6M to local families in the form of tuition savings and the almost complete elimination of the need for our students to go into debt to finance their education.

President Moore presented to the Board, for its information, the Calendar of Events for July & August 2025.

CALENDAR OF EVENTS

Dr. Michael Hageloh presented to the Board, for its information, the following Strategic Initiatives Updates:

STRATEGIC INITIATIVES

Jenna Bluedorn showed the Board a preview of the new website that is designed to put students first. You will see this live on Monday. **NEW WEBSITE PREVIEW**

Dr. Hageloh thanked Jenna for rising to the occasion. We all know that she was handed a messy scenario. With her leadership, her and her team are bringing the website to a living breathing space. We look forward to new and different additions.

Dr. Hageloh was notified he would be receiving a letter of intent from Dr. Donnelyn Khourie, Director of Synergy Magnet K-12, a voucher school at this time with approximately 600 students who is asking if she

ANTICIPATE BRINGING A LETTER OF INTENT TO THE BOARD IN AUGUST TO ADD A CHARTER SCHOOL UNDER OUR LEA can become a Charter School as part of our LEA.

Michael anticipates bringing the initial application to
the Board for consideration in August.

Tony George reported on the Finance Committee

Meeting held earlier in the day.

FINANCE COMMITTEE MEETING REPORT

On a motion by Tony George, seconded by Vicki Davis, and passed by the Board, the following Finance Committee Meeting items were approved and/or presented for information only:

MOTION ON FINANCE COMMITTEE MEETING ITEMS

2024/25 BUDGET

1. 2024/25 Budget Amendments:

Unrestricted

a. No. 15 - Fund 1, Current Fund - & 17

- b. No. 16 Fund 2, Current Fund Restricted
- c. No. 17 Fund 7, Unexpended Plant Fund
- 2. 2025/26 College Budget:

a. Fund 1 – College Operating Budget

b. Fund 7 - Unexpended Plant Fund

3. Increase to the Dental Clinic Patient Services
Fees

2025/26 COLLEGE
BUDGET:
FUND 1 - COLLEGE
OPERATING BUDGET
FUND 7 - UNEXPENDED
PLANT FUND
INCREASE TO DENTAL
CLINIC PATIENT
SERVICES FEES

4. 2025/26 Student Activities and Service Fees
Budget

2025/26 STUDENT ACTIVITIES & SERVICE FEES BUDGET

5. EHR Evolution Statements of Work:

EHR EVOLUTION STATEMENTS OF WORK:

a. #02525_5 IRSC SOW _Banner SaaS	#02525_5 IRSC SOW_BANNER SAAS
Support	SUPPORT
b. #02525_6 IRSC SOW_ERP Support	#02525_6 IRSC SOW_ERP SUPPORT
6. Condensed Financial Report & Highlights as	CFR & HIGHLIGHTS AS OF APRIL 30, 2025
of April 30, 2025 <i>(information only).</i>	
Vicki Davis reported on the Personnel &	PERSONNEL & COMPENSATION
Compensation Committee Meeting held earlier in the	COMMITTEE MEETING
day.	REPORT
On a motion made by Vicki Davis, seconded by	MOTION ON PERSONNEL & COMPENSATION COMMITTEE MEETING ITEMS
Jose Conrado, and passed by the Board, the following	
Personnel and Compensation Committee Meeting	
items were approved:	
1. Executive, Administrative &	EXECUTIVE,
Zaccative, riammentative	ADMINISTRATIVE &
Managerial/Professional Appointments or	MANAGERIAL/PROF
Reappointments for 2025/26	APPOINTMENTS OR REAPPOINTMENTS
	2025/26
2. Indian River State College 2025/26	IRSC 2025/26
	URGANIZATIONAL
Organizational Charts	ORGANIZATIONAL CHARTS
Organizational Charts 3. Instructional Personnel Appointments	CHARTS INSTRUCTIONAL
	CHARTS INSTRUCTIONAL PERSONNEL APPTS EFFECTIVE 8/1/25 FOR
3. Instructional Personnel Appointments	CHARTS INSTRUCTIONAL PERSONNEL APPTS

CONTINUING CONTRACT

& PROMOTION

EFFECTIVE 8/1/25

4. Continuing Contract and Promotion effective

August 1, 2025

Special Payment for 2025/26 Academic Year for Department Chairs/Program Directors.

2025/26 ACADEMIC YEAR FOR DEPARTMENT CHAIRS/PROGRAM DIRECTORS ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

SPECIAL PAYMENT FOR

Jose Conrado reported on the Academic Affairs
& Charter Schools Governance Committee Meeting
held earlier in the day.

MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

On a motion by Jose Conrado, seconded by Melissa Kindell, and passed by the Board, the following Academic Affairs & Charter Schools Governance Committee Meeting items were approved:

1. Annual Institutional General Education

Review

ANNUAL INSTITUTIONAL GENERAL EDUCATION REVIEW

2. Deletion of Courses 2024/25

DELETION OF COURSES 2024/25 2025/26 STUDENT HANDBOOKS & CODES OF CONDUCT:

- 3. 2025/26 Student Handbooks and Codes of Conduct:
 - b. Indiantown High School

a. Clark Advanced Learning Center

- 4. Charter School Audit Engagement Letters for the fiscal year 2024/25 Financial Audits:
 - 1. Clark Advanced Learning Center
 - 2. Indiantown High School
- 5. Charter School Operations, PECO and Local Capital Improvement Revenue (LCIR) Budgets for Fiscal Year 2025/26:

CLARK ADVANCED LEARNING CENTER INDIANTOWN HIGH SCHOOL CHARTER SCHOOL AUDIT ENGAGEMENT LETTERS FOR FY 2024/25 FINANCIAL AUDITS: CLARK ADVANCED LEARNING CENTER **INDIANTOWN HIGH** SCHOOL CHARTER SCHOOL **OPERATIONS, PECO &** LOCAL CAPITAL IMPROVEMENT REVENUE (LCIR) BUDGETS FOR FY

2025/26:

- a. Clark Advanced Learning Center
- b. Indiantown High School
- 6. Agreements for Food Service with The School Board of Martin County for the 2025/26 School Year:
 - a. Clark Advanced Learning Center
 - b. Indiantown High School

Brant Schirard reported on the Facilities

Committee Meeting held earlier in the day.

On a motion made by Brant Schirard, seconded by Jose Conrado, and passed by the Board, the following Facilities Committee meeting items were approved:

- Florida College System Capital Improvement
 Plan & Legislative Budget Request FY 2026-27
- Construction Agreement with LEGO
 Construction Company to remodel the Brown
 Center, Building Y, Rooms Y-203, Y-204, Y-205
 and Y-218 on the Massey Campus in Fort
 Pierce
- Addendum #01 to the Independent Contractor
 Agreement with Green Lawn Services and
 Sod Installation Inc.

CLARK ADVANCED
LEARNING CENTER
INDIANTOWN HIGH
SCHOOL
AGREEMENTS FOR FOOD
SERVICE W/THE SCHOOL
BOARD OF MARTIN CO
FOR THE 2025/26
SCHOOL YEAR:

CLARK ADVANCED
LEARNING CENTER
INDIANTOWN HIGH
SCHOOL
FACILITIES COMMITTEE
MEETING REPORT

MOTION ON FACILITIES COMMITTEE MEETING ITEMS

FCS CAPITAL
IMPROVEMENT PLAN &
LEG BUDGET REQ FY
2026/27
CONSTRUCTION AGRMT
W/LEGO CONSTRUCTION
CO. TO REMODEL BLDG
Y, ROOMS Y-203, Y-204, Y205 & Y-218 ON THE
MASSEY CAMPUS IN
FORT PIERCE

ADDENDUM #01 TO THE INDEPENDENT CONTRACTOR AGRMT W/GREEN LAWN SERVICES & SOD INSTALLATION

4. IRSC Facilities Lease Agreement with CareerSource Research Coast.

Melissa Kindell reported on the Governance & Legislative Affairs Committee Meeting held earlier in the day.

IRSC FACILITIES LEASE AGREEMENT WITH CAREERSOURCE RESEARCH COAST GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING REPORT

On a motion by Melissa Kindell, seconded by Vicki Davis, and passed by the Board, the following Governance & Legislative Affairs Committee Meeting items were approved:

MOTION ON GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING ITEMS

FINAL READING &

- 1. Final Reading and Adoption for the following
 Board Policy Updates as required by
 changes to Florida Statutes or to align with
 Institutional Practice:
- ADOPTION OF THE FOLLOWING BOARD POLICY UPDATES AS REQUIRED BY CHANGES TO F.S. OR TO ALIGN WITH INSTITUTIONAL PRACTICE BOARD POLICY UPDATES

- a. Board Policy Updates:
 - 1. po0100 Definitions
 - 2. po0131 Legislative/Policymaking
 - 3. po0131.1 Technical Corrections
 - po0164 Notice of Meetings, Hearings,
 and Workshops
- PO0131 LEGISLATIVE/ POLICYMAKING PO0131.1 – TECHNICAL CORRECTIONS PO0164 – NOTICE OF MEETINGS, HEARINGS, AND WORKSHOPS

PO0100 - DEFINITIONS

5. po0165 – DBOT Meetings

- PO0165 DBOT MEETINGS PO0165.1 – AGENDAS FOR DBOTS' MEETINGS
- 6. po0165.1 Agendas for DBOTs'
 Meetings

7. po0169.1 – Public Participation at Board	PO0169.1 – PUBLIC PARTICIPATION AT
Meetings	BOARD MEETINGS
8. po1115 - Employee Recruitment and	PO1115 – EMPLOYEE RECRUITMENT AND
Selection	SELECTION
9. po1400 – Evaluation of Employee	PO1400 – EVALUATION OF EMPLOYEE
Performance	PERFORMANCE
10. po1425 - Employee Attendance and	PO1425 – EMPLOYEE ATTENDANCE AND
Leave	LEAVE
11. po1715 – Leave Accrual and Separation	PO1715 – LEAVE ACCRUAL AND
Pay	SEPARATION PAY
12. po2115 - Employee Recruitment and	PO2115 – EMPLOYEE RECRUITMENT AND
Selection	SELECTION
13. po2425 - Faculty Attendance and	PO2425 – FACULTY ATTENDANCE AND
Leave	LEAVE
14. po3115 - Employee Recruitment and	PO3115 – EMPLOYEE RECRUITMENT AND
Selection	SELECTION
15. po3400 - Evaluation of Employee	PO3400 – EVALUATION OF EMPLOYEE
Performance	PERFORMANCE
16. po3425 - Employee Attendance and	PO3425 – EMPLOYEE ATTENDANCE & LEAVE
Leave	
17. po3715 – Leave Accrual and Separation	PO3715 – LEAVE ACCRUAL AND
Pay	SEPARATION PAY
18. po4140 – Transfer of Academic Credit	PO4140 – TRANSFER OF ACADEMIC CREDIT

19. po4166 - General Education Course	PO4166 – GENERAL EDUCATION COURSE	
Options	OPTIONS	
20. po6144 – Investments	PO6144 - INVESTMENTS	
21. po7240 – Acquisition of Real Property	PO7240 – ACQUISITION OF REAL PROPERTY	
22. po8110 – Hazardous Substances	PO8110 – HAZARDOUS SUBSTANCES PO8280 – LACTATION/ NURSING MOTHERS	
23. po8280 – Lactation/Nursing Mothers		
24. po8424 – Anti-Harassment	PO8424 – ANTI- HARASSMENT	
2. Final Reading & Adoption to Repeal the	FINAL READING & ADOPTION TO REPEAL	
following Board Policies due to NEOLA	THE FOLLOWING BOARD	
Revisions/Reorganization of Policies:	POLICIES DUE TO NEOLA REV/ REORG OF POLICIES	
a. Developed, Revised or Repealed Policies:	DEV, REV OR REPEALED POLICIES	
1. po0165.3 – Special and Emergency	PO0165.3 – SPECIAL AND EMERGENCY MEETINGS	
Meetings	EMERIOEITOT MEETITOO	
2. po1430.02 – Lactation/Nursing Mothers	PO1430.02 – LACTATION/ NURSING MOTHERS	
3. po2430.02 - Lactation/Nursing Mothers	PO2430.02 – LACTATION/ NURSING MOTHERS	
4. po3430.02 – Lactation/Nursing Mothers	PO3430.02 – LACTATION/ NURSING MOTHERS	
5. po5430.02 – Lactation/Nursing Mothers	PO5430.02 – LACTATION/ NURSING MOTHERS	
3. 2025 Florida Legislative Update	2025 FLORIDA LEGISLATIVE UPDATE	
Chair Luna requested a motion on the Consent	CONSENT ITEMS	
Items.		
On a motion by Melissa Kindell, seconded by	MOTION ON CONSENT	
Tony George, and passed by the Board, the following		

Consent Items were approved:

a. Clinical Affiliation Agreements:

1. Albany Aesthetics and Cosmetic Surgery

2. Orlando Health, Inc.

b. Consulting Agreements:

1. A. J. Gokcek, Esq.

2. Capital Alliance Group, LLC

3. Craig Fugate Consulting, LLC

c. Cooperative Agreement between Indian River
State College and The School Board of St.
Lucie County, Florida

d. Dual Enrollment Agreements 2025-27:

The School Board of Indian River County,
 Florida

2. The School Board of Martin County, Florida

3. The School Board of Okeechobee County,
Florida

4. The School Board of Saint Lucie County,
Florida

e. Independent Contractor Agreement for Services of \$3,500 or more with Weatherproofing Technologies, Inc.

CLINICAL AFFILIATION AGREEMENTS ALBANY AESTHETICS & COSMETIC SURGERY ORLANDO HEALTH, INC.

CONSULTING AGREEMENTS A.J. GOKCEK, ESQ

CAPITAL ALLIANCE GROUP, LLC CRAIG FUGATE CONSULTING, LLC

COOPERATIVE
AGREEMENT BETWEEN
IRSC & THE SCHOOL
BOARD OF ST. LUCIE
COUNTY, FLORIDA

DUAL ENROLLMENT AGREEMENTS 2025-27 THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

THE SCHOOL BOARD OF MARTIN CO., FLORIDA THE SCHOOL BOARD OF OKEECHOBEE COUNTY, FLORIDA

THE SCHOOL BOARD OF SAINT LUCIE COUNTY, FLORIDA

INDEPENDENT
CONTRACTOR
AGREEMENT FOR
SERVICES OF \$3,500 OR
MORE WITH
WEATHERPROOFING
TECHNOLOGIES, INC.

- f. Indian River State College 2025-26 Holiday

 Calendar
- g. Memorandum of Agreement between Indian River State College School of Education and the City of Port St. Lucie for the Business Accelerator Program
- h. School Affiliation Agreement with The School

 Board of Palm Beach County, Florida
- Student Teaching Agreement between John
 Carroll High School and Indian River State
 College
- j. Property Surplus and Inventory Write-off
- k. Full-Time Appointments
- I. Separation of Services
- m. Retirements
- n. Part-Time Temporary Non-Instructional

 Appointments
- o. Regular Part-Time Appointments
- p. Part-Time Instructional Certifications
 (College Credit, College Credit S/U; ABE; GED
 Vocational Credit; Vocational Supplemental;
 and Vocational Preparatory)

INDIAN RIVER STATE COLLEGE 2025-26 HOLIDAY CALENDAR

MEMORANDUM OF AGREEMENT BETWEEN IRSC SCHOOL OF **EDUCATION AND THE** CITY OF PORT ST. LUCIE FOR THE BUSINESS ACCELERATOR **PROGRAM** SCHOOL AFFILIATION AGREEMENT WITH THE SCHOOL BOARD OF PALM BEACH CO., FL STUDENT TEACHING AGREEMENT BETWEEN JOHN CARROLL HIGH SCHOOL AND INDIAN RIVER STATE COLLEG

PROPERTY SURPLUS & INVENTORY WRITE-OFF FULL-TIME APPOINTMENTS SEPARATION OF SERVICES RETIREMENTS

PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS

REGULAR PART-TIME APPOINTMENTS PART-TIME INSTRUCTIONAL CERTIFICATIONS

There being no fu	ırther business, the meeting	ADJOURNMENT
adjourned at 1:48 PM.		
Obwista Luna	Timesthy E. Maana Dh. D.	
Christa Luna	Timothy E. Moore, Ph.D.	
Chairperson	Secretary	

District Board of Trustees Retreat Board Room A301 Minutes June 18, 2025 – 8:30 AM

Present: Brant Schirard, Susie Caron, Tony George, Christa Luna, Milo Thornton, Vicki

Davis, Jose Conrado, Melissa Kindell, Dr. Tim Moore, Caroline Valentin and

Suzanne Parsons, recording

Others Present: Dr. Angela Browning, Andy Treadwell, Tony Quinn, Kathleen Walter, Praveen

Toteja, Edith Pacacha, Annabel Robertson, Beth Gaskin, Dr. Michael Hageloh, Dr. Heather Belmont, Dr. Ashley Richmond, Cindy Bruin, Jenna Bluedorn, John Barbieri, Robin Moore, Jared Queen, FPPD Officer Ramirez, Annette Bracero,

Sarah Phillips, Chris Puorro and Marc Bugoi

Strategic Plan

Dr. Angela Browning welcomed everyone to a jam-packed day of information. There are no actions being taken today, just information so we may start looking ahead for where we are taking the College.

Dr. Browning presented a summary of the 2022-25 Strategic Plan Report. We are still gathering our final information in preparation for bringing the final report to the Board at a Fall meeting along with what is developed for the 2026-29 Strategic Plan.

Dr. Browning reviewed our Strategic Plan for 2022-25 and provided some highlights on the results. This information is still being gathered and a more detailed result list is included in your retreat packet.

Strategic Plan 2022-2025

Strategic Goal 1: Improve Student Outcomes

Sub goals:

- 1.1 Improve Student Learning
- 1.2 Improve the Student Learning Environment
- 1.3 Improve Student Retention and Completion

Strategic Goal 2: Increase College-Going in the Community

Sub goals:

- 2.1 Raise community awareness of and interest in IRSC programs
- 2.2 Improve financial support for potential students
- 2.3 Streamline transition from secondary to IRSC post-secondary programs

Strategic Goal 3: Promote Continuous Improvement to Enhance Organizational Performance

Sub goals:

- 3.1 Improve institutional effectiveness and efficiency
- 3.2 Distinguish IRSC and strengthen brand
- 3.3 Cultivate alternative revenue sources

The following Strategic Plan outcomes were highlighted:

Strategic Goal 1: Improve Student Outcomes

- Increase in ENC 1101 Success Rates (from 57.9% in fall 2022 to 70.7% in fall 2024)
- Improved Student Learning Environment / Academic Support for Students (help desk, brain fuse, NSO, SLS 1105, new study spaces)

Strategic Goal 2: Increase College-Going in the Community

- Significant increase in student recruitment / outreach (over 240 events annually)
- Increase in high school students matriculating to IRSC (42% 21-22, 3% 22-23)
- Steady enrollment growth (10,150 21-22 to 11,255 24-25 or 10.89%)

Strategic Goal 3: Promote Continuous Improvement to Enhance Organizational Performance

- Continued increase in grant funds over the 3-year period (total of \$85 M)
- Improved budget transparency, control, and processes
- New team dedicated to strategic, measurable marketing and communications

Dr. Browning also discussed Indian River State College's Economic Impacts.

Indian River State College – Economic Impacts Return on Investment:

- \$2.73 Billion in total annual economic impact (Florida Tax Watch)
- Collegiate Operations adds \$1.03 billion to the local economy
- Alumni earnings /spending contribute \$1.72 Billion to the state economy
- According to Helios, students in the Port St. Lucie / Martin County Metropolitan Service Area will have a lifetime earnings gain of \$1,012,670 when earning a Bachelor's degree over a high school diploma
- Every \$1 spent by the College generates an additional net economic output of \$6.69 for the Florida economy
- According to the Helios study, Increasing Florida's postsecondary enrollment rate by 10 percent would generate \$8.38 billion annually for the state of Florida

Dr. Moore presented an update on his 2024/25 Presidential Goals and Objectives which link back to the College Strategic Goals.

He provided an outline of the Performance Areas:

Financial

- Maintain full budget transparency new budget process launched for the FY25 for consensus on funded items.
- Increase reserve balance by 5% start fiscal year with fund balance >5% statutory threshold. Maintain college in a strong financial position, in readiness for potential changes in state support.
- Understand and reduce the overall cost of business (COB) for the college reduced personnel expenditures 2% from 79% to 77% of overall budget.
- Promote improved organization of Fund 3 & 7 to maximize potential revenue to the college
 Fund 3 reorganization under strategic initiatives = greater financial control. Fund 7 structured for state funds to better align with needs.

Research

- Increase sponsored program funding by 10% over FY 23/24 (\$32 m to \$35m) efforts were impacted by changes in the federal funding. Currently have \$8.5m in awards pending; \$14.6m awarded (awaiting finalization of \$10m in PECO)
- Develop project management and dashboards for awarded projects life cycle project management completed – added kick-off meetings, monthly check-ins & closeout procedures for all grants; dashboard to track grant spending completed but a manual process as it lacks integration to Workday.
- Increase numbers and types of grant submissions and expand opportunities for revenue submissions: 31 competitive; 14 discretionary; requested grants total \$45m

Foundation

• Endow promise program - sole focus on full endowment of the promise program - \$1m leadership gift

Students

Support QEP, navigating the river, to improve student success

- New student orientation 2,786 students attended at least one day; 1,447 attended both days an increase of 7% over last fall
- Gateway course success students who completed all 3 course modules achieved a 76% success rate compared to 43% for those completing none.
- Improve learning environment at the Blackburn Education Center \$4m in grant funds secured; contract signed & architectural plans underway
- Improve student enrollment and new student information system student enrollment increased by 4.5% (10,759.5 in 2023/24 to 11,250 in 2024/25); Workday student information system conversion underway no substantial issues meeting the May 2026 deadline.

Community Outreach and Economics

• Improve engagement with county-based EDC's to support economic development – reestablished representation on multiple economic development organizations and Chambers

- of Commerce in the service area. Outcome government & community relations provided 47 speeches and community updates.
- Expand IRSC's advanced manufacturing programs to address workforce shortages and skills gaps establishment of the center for ballistics and emerging technologies (\$4m job growth grant in 2024) at the Brown Center in progress; awarded 2025 job growth grant award for \$4m to establish the Institute for Manufacturing & Production Training; 2 IRSC students named "Florida Manufacturer Apprentice of the Year."
- Work with state and local leaders to identify and capture new businesses in the Treasure Coast and Okeechobee worked with the Florida Department of Commerce to provide solicitation to 2a manufacturer to St. Lucie county; secured \$1.5m rural infrastructure funding with Florida Department of Commerce, the first Florida college to receive a RIF award, to assist with the site prep of the Okee-One data campus in Okeechobee; worked with Tenet healthcare as they open the Florida Coast Medical Center in Port St. Lucie; continue working with significant group of regional manufacturers, all of whom are looking for entry-level employees prepared to enter the advanced manufacturing space.

Academics/Faculty

- Implement updated program review process reviews of Accounting + Hospitality Management complete as a beta project. Based upon success, college-wide implementation schedule to be developed.
- Implement new learning management system to improve the student learning environment (Canvas) Canvas successfully launched fall 2024.
- Engage faculty in change management process to facilitate transition to Ellucian/Banner underway

Athletics

- Promote and maintain budget discipline aggressive control of costs and working with the Foundation to develop new alternative funding streams.
- Leverage athletic team accomplishments to improve brand.

Facilities

- Update campus improvement plan underway
- Implement project management for facility maintenance projects completed and employed for oversight of N-building renovation.
- Streamline and improve procurement processes established college purchasing contract templates and solicitation including construction, architect independent contractor agreement and consulting agreements, et al.
- Improve property inventory controls underway

Dr. Browning asked the Board to complete an assignment during the break. She asked everyone to review the SWOT analysis and rate their top three strengths and weaknesses.

Dr. Browning went through the 2026-29 Strategic Plan Development Process.

College:

- Survey all internal stakeholders June / July 2025
- Provide survey results and other relevant data points to all internal stakeholders (July -August 2025)
- Host strategic planning meetings at every campus to gather input (August 2025)
- Use survey results, data, and input from meetings to develop a draft plan (September 2025)
- Submit draft plan to DBOT for input and approval (October 2026)

District Board of Trustees:

- Review Institutional Mission Statement
- Provide Input and Shape Institutional Goals
- Review draft Strategic Plan and provide input
- Approve final draft of 2026-29 Strategic Plan

For students we have used the Noel Levitz student satisfaction survey. We are pulling together our current survey results for discussion at the Executive Cabinet Level and the remainder of the Administration and to include as part of the future 2026-29 Strategic Plan.

Dr. Browning opened the floor for the Board to give their feedback on the SWOT Analysis:

Internal

Strengths

- Real Estate Facilities
- Student Achievement
- Pioneer Program Endowment
- Balanced Budget
- Business/Economic Partnerships

Weaknesses

- Facilities lack of PECO funding
- Update the gaps in different industry certifications

External

Opportunities

- Real Estate growing attention to the College (corner sign and billboard sign)
- Promise Program Endowment
- Alumni
- Foundation support
- Business/Economic Partnerships

Threats

• None noted during the open discussion.

Dr. Browning noted we received a \$3M grant from the Department of Justice. One of the opportunities that gives us is the opportunity for increasing certification classes that may be needed by our community partners.

Dr. Browning will collect everyone's sheets after the meeting to gather their input.

Dr. Moore reviewed his draft proposal for his 2025/26 IRSC Presidential Goals and Objectives.

Outline of Performance Areas

Financial

- Maintain full budget transparency with process that serves to improve accuracy and accountability
- Increase reserve balance by 5% year-over-year
- Reduce the overall cost of business (COB) by increasing efficiency college-wide, including determination of customer acquisition costs (CAC) for both student recruiting and sponsored programs
- Complete Workday to Banner conversion SIS and Finance
- Maintain newly gained organization control of budget funds 3 & 7 to optimize available revenue for the college

Research

- Increase sponsored program proposal value by 10% over FY 24/25 (\$32 m to \$35m)
- Increase number of proposals by 10% (46 in FY 25 to 51 in FY 26)
- Maintain greater than 75% proposal award win rate
- Use project management and dashboards for awarded projects to ensure proper draw down and compliance with grant
- Work with finance to aggregate indirect recovered funds

Foundation

- Continue to work toward full endowment of the Promise Program via dedicated capital campaign
- Convert to new FY beginning in 2025 to correspond with the college's FY in order to improve budget development and control of expenditures
- Work with the VP for Student Success / Student Life to remove the Foundation from dayto-day operations of the River Hammock
- Support the college's effort to select a P3 provider for construction operations of student housing

Students

Continue support of QEP, navigating the River, to improve student success

- Refine New Student Orientation
- Engage faculty to further ensure gateway course success
- Deployment of new Student Information System in Banner

- Improve learning environment at the Blackburn Education Center state grant
- Increase student enrollment by 2% year-over-year

Community Outreach and Economics

- Continue engagement with county-based EDC's to support economic development
- Expand IRSC's advanced manufacturing programs to address workforce shortages and skills gaps
- Continue work with state and local leaders to identify and capture new businesses in the Treasure Coast and Okeechobee

Academics/Faculty

- Implement updated program review process
- Implement new learning management system to improve the student learning environment (Canvas)
- Continue to engage faculty in change management process to facilitate transition to Ellucian/Banner from Workday

Athletics

- Contain costs and develop plan to engage "boosters" to augment operational budget
- Work with AVP for Digital Experience to leverage athletic team accomplishments and athletes to improve brand
- Work with streaming provider to develop student marketing advocates to promote athletic programs and individual athletes

The Board briefly discussed the percentage of international students at the College.

Facilities

- Update campus master plan
- Implement project management control for facility maintenance projects
- Streamline and improve procurement processes to improve cost savings to the college
- Complete physical inventory of property

Dr. Browning discussed the State of Higher Education. AI will transform the curriculum, workforce and classroom. We have been very successful with HSI grants. The team has been working hard to calm the team and students with regards to federal funding. Angela also discussed accreditation. This is in regards to short term credentials. We finished our 10-year accreditation, we have a state timeline with going to a new credentialing system. We are in flux right now but we are hearing that the states are going to take over accrediting. Word is out there that NC has had discussions with FL about following accreditation of SACS with modifications if the states are going to be the accrediting body.

EOG & State DOGE Requests

Edith Pacacha gave a report on the three DOGE requests which have been fulfilled.

Federal Funding Status

Beth Gaskin stated as we have talked about earlier there are a lot of news pieces out there about federal financial aid. Annette Bracero discussed the elimination of the FSEOW grant - about loss of \$500 per student. Federal Work Study program is going to be reduced. Historically, we have had about 80 students on campus. Looks like it may be 25% payment for work study, 75% for the College. A big switch. For 2026, new rule for Pell would increase full time requirement increasing credits (from 12 to 15) with reduction to the award. Part time hours will also change to 7.5 students. This will affect our Promise students. So, some of those funds would be redirected to workforce. If all goes as they project, almost \$1.6 million will go away for our students. We are not in a panic mode but just keeping watch.

Enrollment Data & Projections

Dr. Browning introduced Dr. Ashley Richmond and Sarah Phillips, our data experts.

We submit to the state our facilities, program, personnel, and student data. Research has developed a reorganization where the folks are embedded in the different departments – Student Success and Facilities.

Dr. Browning presented some historical and projected funded FTE. You can see where we were and where we are headed with an increase in enrollment. She also shared our Historical and Projected District Population as well as the projected High School Graduates by County.

We will need to determine as a leadership team and Board how we will use our resources to fit the growing needs of our student population.

Our Customers and Marketing Strategies

Dr. Hageloh decided to step back and get some perspective. For \$100 bucks you can now congratulate your graduate. Michael shared a small piece of the graduation clip. There are a lot of results. We are in a transition...we are not done. As we think about the next strategic plan, we need to step back and reflect on what we have done and what we can open our minds to as we move forward. He then played Steve Jobs commencement speech.

Steve Jobs comparison:

- He handled his board differently
- He didn't just make better products
- Reshaped entire industries
- Job demanded high standards and perfection
- Pushed to do more

Jobs believed in doing fewer things – exceptionally well Eliminated clutter from products and company priorities

Key Takeaways

- Follow your intuition
- Embrace failure and keep doing what we love.
- Live each day as if it were you last.

The next phase....

- Pruitt Health Science Campus (offsite instructional facility)
- We have direct access to a foundation with an \$11B foundation.

Michael shared the prospect video for the \$11B Foundation. This will be in the hands of the lady who controls the \$11B Foundation soon.

Strategic Initiatives – Our AI Mantra

- Drive AI adoption now; don't wait for IT
- Secure private Large Language Model (LLMs)
- Adopt "no-brainer" AI wins, like for content creation
- Make AI adoption and impact clear and measurable
- Lean into current partners for AI before chasing new shiny tools
- Build trust by blending analog check with AI, especially for forecasts
- AI must deliver the trifecta: Efficiency, Quality, Enable Creativity

We ARE going to land this healthcare campus....high school to MD or DO.

Chair Luna asked Michael what would you like the Board to do. As Dr. Moore indicated the Board is the Commander – give the troops your direction. Where do you want the College to go. What is our purpose? Tell us what is happening in our marketplace. We need to punch above our weight. We can be the change agent.

Chair Luna said that we have to have a shared vision. Workforce, vocational education has always been a part of our vision. We need to share our voice. Accessibility, affordability, workforce. Authenticity is critical.

St. Lucie County Real Estate Holdings

Tony Quinn commented that we are interviewing the two firms who submitted for the RFP to develop the 5-year master plan.

Tony discussed the rental homes the College owns and the comps for what they could be sold for if the Board were interested in that in the future:

- 3515 S 35th Street \$550,000-600,000
- 3049 Old Edwards Road \$250,000 \$300,000
- 3063 Old Edwards Road \$250,000 \$300,000
- 3089 Old Edwards Road \$250,000 \$300,000
- 3290 Old Edwards Road \$525,000 \$550,000
- 2501 S 29th Street Vacant land \$80,000 \$100,000
- 2515 S 29th Street Vacant Land (1.04 acres) \$175,000 \$200,000
- 2603 S 29th Street Vacant Land \$50,000 \$75,000

• S 29th Street – Vacant Land 3.36 Acres - \$550,000 - \$750,000

What is the Board looking to do? Does it match our mission? Either develop and monetize it or partner with someone else.

For all the College owned property – Total Value \$2,460,000. Estimate it is costing us about \$120,000 per year for upkeep.

Tony recommended that he would like to see us keep the property directly next to the College. He would sell the other properties. The Board is in consensus to sell the properties except for the home located on the east side of the Eastman Complex. They would like to see Tony come back to the Board requesting approval to sell the properties. Vicki also addressed what we would do with the money from the sale of the properties – could it be put back into Fund 7.

Would like to see leadership work on VCOM, workforce initiatives, expansion of Eastman Advanced Workforce Training Complex.

This would be done as surplus property and funds would be deposited into the account it was taken from to buy it.

Questions/Open Forum

Susie Caron thanked Chair Luna for pulling these retreats together.

Chair Luna thanked Dr. Moore for having this retreat organized.

Dr. Moore commented due to our relationships with our elected leaders we enjoy the benefits of being in a positive position. There has been a lot of nibbling around the edges about consolidation. We don't know where Eastern Florida sits. You have a national voice, lean into it. Be proud of what you've achieved.

The retreat concluded at 3:00 PM.

AGENDA ITEM NO. 4 DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR RECOGNITION

TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

The Board and President wish to recognize and congratulate the following individuals:

- a. Team Members of the Month:
 - July 2025 Thomas Lewis
 - August 2025 Camilo Medina

SUBMITTED BY: Dr. Tim Moore DATE: 8/26/25

BOARD ACTION: None required DATE: 8/26/25

Announcing the July 2025 Team Member of the Month

Thomas Lewis, Program Coordinator Academic Support Center STEM Initiative, Massey Campus

Fort Pierce resident Thomas Lewis is the Indian River State College July 2025 Team Member of the Month.

Thomas is an invaluable member of the Academic Support Center of the college. In his role as the Program Coordinator for STEM Initiatives, he is a key advocate for STEM education, working to create engaging and effective learning experiences that prepare our students for future success in STEM fields.

With the assistance from Thomas, the Academic Support Center acquires learning assistants (peer tutors) mainly through faculty referrals. From there, the process of embedding these learning assistants into STEM courses generally begins at the training stage. Many of these learning assistants are very capable students, but very few have any formal training before starting their roles as course-embedded learning assistants. Thomas provides valuable training for these peer tutors so they better understand how to assist and support students to foster independent learning.

Thomas collaborates with his colleagues to continually improve the program. He is always on board to try new things and find better ways to serve our college. Through his efforts, our peer tutor program has grown significantly.

Those who work with Thomas agree, "He is an asset to Indian River State College and is deserving of such recognition."

Thomas first joined the College part-time in September 2018, as a Learning Tutor in the Academic Support Center. He became full-time with the college in October 2019, as a Program Coordinator with the Academic Support Center STEM Initiative, where he still serves today.

CONGRATULATIONS, THOMAS!

July 2025 Team Member of the Month

The Team Member of the Month Award recognizes a non-instructional employee.

Nominations are evaluated by the Employee Recognition Committee, which is comprised of IRSC staff members, faculty, and administrators. For more information, contact Committee Chair Sera Fini Phillips at 772-462-7234.

Announcing the August 2025 Team Member of the Month

Camilo Medina, Veterans Student Success Coordinator Military and Veteran Services, Pruitt Campus

Port St. Lucie resident Camilo "Cam" Medina is the Indian River State College August 2025 Team Member of the Month.

Cam not only embodies the qualities and values of our Institution, but consistently pushes the boundaries of what it means to provide an elite level of service to our Military and Veteran Services (MVS) students. He approaches each student with care, courtesy, and respect as he understands this is a difficult journey they are on. Cam routinely goes above and beyond to walk his students through the process of becoming a valued student at Indian River State College.

Cam is a mentor to MVS students and provides a safe space for them to meet and speak with fellow MVS students. He organized a Hobby Fair in the Veterans Center of Excellence to ensure MVS students and local veterans were educated on new ways to start a hobby or small business. The Hobby Fair was such a big success, attendees wanted to know when we would be hosting another. This successful event was also featured on WPTV.

His in-depth knowledge of MVS students' needs has enabled him to provide valuable insight and training to the College of Business partners to ensure they understand the best way to help MVS students pursuing business degrees.

Cam's role also played a huge part in Indian River State College receiving the Collegiate Purple Star Campus and 2025-26 Military Friendly Gold Status awards.

Those who work with Cam agree, "His work is critical to how we provide services to MVS students, and he is a positive force for good at Indian River State College."

Cam first joined the IRSC team in October 2019 as a Records Specialist. In June 2021, he moved into the role of Veterans Student Success Coordinator for Military and Veterans Services, where he still serves today.

CONGRATULATIONS, CAM!

August 2025 Team Member of the Month

The Team Member of the Month Award recognizes a non-instructional employee.

Nominations are evaluated by the Employee Recognition Committee, which is comprised of IRSC staff members, faculty, and administrators. For more information, contact Committee Chair Sera Fini Phillips at 772-462-7234.



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR **OPEN TO PUBLIC COMMENT**

IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS

The District Board of Trustees (Board) recognizes the value of receiving input from the public. To maintain orderly conduct and proper decorum at its meetings, this policy sets forth the Board's viewpoint-neutral rules related to public input at Board meetings, which are limited public forums.

Members of the public shall be given a reasonable opportunity to provide input to the Board.

Definitions

Presiding Officer is a member of the Board that is serving in the role of Chair.

For purposes of this policy, a proposition is an item before the Board for a vote, and includes, but is not necessarily limited to, all items on the agenda noted as unfinished business, consent, and nonconsent. A proposition may also include a vote on a motion to rescind or to amend action previously taken, but does not generally include items on the special order agenda.

Propositions do not include the following:

- A. an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;
- B. an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- C. a meeting that is exempt from F.S. 286.011 (the Public Meetings Law); or
- D. a meeting at which the Board is sitting in its quasi-judicial capacity.

Nothing in this policy otherwise limits the right of an individual to be heard as otherwise required by law or Board policy.

Designated Public Input Period

The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which the Board takes the official action.

The portion of the meeting during which participation of the public is invited shall be limited to a total of thirty (30) minutes, unless adjusted by a vote of the Board. Public input will be received prior to the Board taking official action on a proposition.

Requirements When Providing Public Input

When providing public input, an individual must adhere to the following requirements:

- A. Individuals desiring to provide public input must complete a public input form with their name and identify the proposition or matter on which the individual desires to speak.
- B. Individuals will be given the opportunity to speak in the order in which their form is received.
- C. Each individual speaker shall be allotted up to a total of three (3) minutes. The time period may be adjusted by the presiding officer.
- D. Individuals who have filled out the Board's public input form may not delegate their allotted time to speak to other individuals.
- E. If the number of individuals signed up to provide public input exceeds the number of minutes designated for public input, the total allotted time for public input may be prorated evenly among all individuals who have completed a public input form.
- F. Rather than all members of groups or factions desiring to speak on a particular matter at meetings in which a large number of individuals wish to be heard, the Board encourages representatives of such groups or factions to address the matter in their representative capacity.
- G. Individuals may not utilize any demonstrative aids when providing public input.

Additional Rules of Decorum and Conduct

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct. Pursuant to Florida law, the presiding officer may request that a law enforcement authority or sergeant-at-arms designated by the presiding officer remove a disorderly individual when such individual fails to adhere to the Board's rules after being warned that continued interference with the orderly processes of the meeting will result in removal.

The presiding officer shall be guided by the following rules:

A. Public input shall be permitted as indicated on the order of business and before the Board takes an official position on any action item under consideration.

- B. Individuals must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- C. All statements shall be directed through the presiding officer. Staff members shall not be expected to answer questions from the audience unless called upon by the presiding officer or the President.
- D. Audio or video recordings are permitted under the following conditions:
 - 1. No obstructions are created between the Board and the audience.
 - 2. No interviews are conducted in the meeting room while the Board is in session.
 - 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

E. The presiding officer may:

1. stop, interrupt, or warn, an individual when a statement is repetitive or a true threat;

A statement that is threatening in nature is one containing language meant to frighten or intimidate one (1) or more specified persons into believing they will be harmed by the speaker or someone acting at the speaker's behest.

2. stop, interrupt, or warn an individual when their language or gestures that are crude, abusive, vulgar, offensive, pornographic, depict or describe sexual conduct, or indecent.

An abusive statement shall be understood to mean containing language that is harsh, insulting, cruel, or malicious.

- 3. stop, interrupt, or warn an individual when a statement is not related to a proposition before the Board;
- 4. stop, interrupt, or warn an individual when the individual shouts, uses profanity, causes a disruption to the Board's ability to maintain orderly conduct and proper decorum, or engages in conduct that constitutes a violation of F.S. 877.13;
- 5. request any individual to stop speaking and/or leave the meeting when that person fails to adhere to the Board's rules of decorum and conduct; and
- 6. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

Any person or group challenging any Board action decided in a Board business meeting shall ensure that a verbatim record is made at that person or group's expense of the portion of the Board business meeting which includes the action challenged and all testimony or other evidence required to comply, in all respects, with F.S. Chapter 120 and F.S. 286.0105 and 286.0114.

Effective 11/1/23 Revised 6/24/25

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DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

Monthly President's Report:

a. President's Update

b. September 2025 Calendar of Events

SUBMITTED BY: Dr. Tim Moore DATE: 8/26/25

BOARD ACTION: None required DATE: 8/26/25



PRESIDENT'S REPORT August 26, 2025

PRESIDENT'S REPORT:

- 1. President's Update Dr. Tim Moore
 - a. Introduction of New Employees:
 - Alessandra Thompson Associate Vice President of Human Resources
 - Donald Bergmann Chief of Campus Safety

CALENDAR OF EVENTS:

Calendar of Events for September 2025:

■ **September 1st** – Labor Day Holiday! College Closed



■ September 23rd – IRSC District Board of Trustees Meeting, Education Lab, Room 157, Indiantown High School, Indiantown – 1:00 PM

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6
8	9	10	11	12	13
15	16	17	18	19	20
22	23 Board Meeting, Indiantown	24	25	26	27
	High School, Education Lab, Room 157, 1:00 PM				
29	30				
	1 8 15 22	1 2 8 9 15 16 22 23 Board Meeting, Indiantown High School, Education Lab, Room 157, 1:00 PM	1 2 3 8 9 10 15 16 17 22 23 Board Meeting, Indiantown High School, Education Lab, Room 157, 1:00 PM	1 2 3 4 4 8 9 10 11 15 16 17 18 22 23 Board Meeting, Indiantown High School, Education Lab, Room 157, 1:00 PM	1 2 3 4 5 5 8 9 10 11 12 12 15 16 17 18 19 22 23 Board Meeting, Indiantown High School, Education Lab, Room 157, 1:00 PM



DISTRICT BOARD OF TRUSTEES

TOPIC : Strategic Initiatives	
REGULAR AGENDA OR COMMITTEE: Regular Agenda	
SUBMITTED FOR: ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: The Executive Vice President of Strategic Initiatives will provide a multiplicative.	onthly update on Strategic
Additional updates: a. IRSC Public Media – Chris Puorro b. Digital Marketing Campaign – Jenna Bluedorn	
ALTERNATIVE(S): N/A	
FOR CONTRACTS: N/A	
PRESIDENT'S RECOMMENDATION: N/A	
SUBMITTED BY: Dr. Michael Hageloh	DATE: 7/28/25
BOARD ACTION:	DATE: 8/26/25

AGENDA ITEM NO. 8a DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR INFORMATION

TOPIC: IRSC Public N	Media Update
REGULAR AGENDA	OR COMMITTEE: Regular Agenda
SUBMITTED FOR:	ACTION/VOTE X INFORMATION DISCUSSION
SUMMARY: Update of	on IRSC Public Media
ALTERNATIVE(S):	N/A
FISCAL IMPACT: N	T/A
PRESIDENT'S RECO	OMMENDATION: N/A

SUBMITTED BY: Chris Puorro

DATE: 7/28/25

BOARD ACTION: None Required

DATE: 8/26/25

AGENDA ITEM NO. 8b DISTRICT BOARD OF TRUSTEES



TOPIC : Digital Marketing Campaign Update	
REGULAR AGENDA OR COMMITTEE : Regular Agenda	
SUBMITTED FOR: ACTION/VOTE X INFORMATION DISCUSSION	
<u>SUMMARY</u> : Update on progress of digital marketing campaigns cosmetology campaign, discussion of paid digital campaign strategy to s	
ALTERNATIVE(S): N/A	
FISCAL IMPACT: N/A	
PRESIDENT'S RECOMMENDATION: N/A	
SUBMITTED BY: Jenna Bluedorn	DATE: 7/28/25
BOARD ACTION: None Required	DATE: 8/26/25



Marketing & Communications

August Board Update





Organic Social Media Strategy Reaches Further than Ever Before

Performance Highlights (vs. previous period):





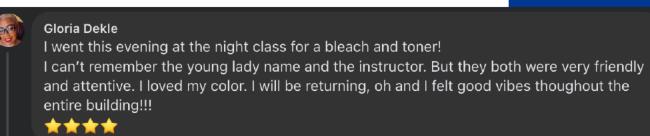


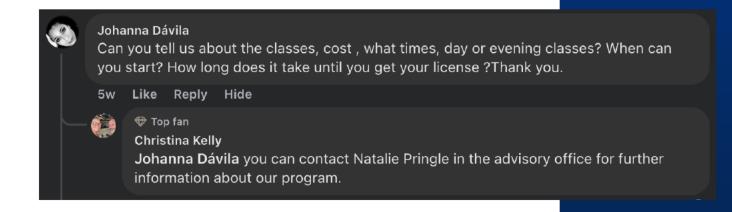


Data-Driven Paid Media Supports Cosmetology Salon Growth

Key Metrics:

- 96% YoY Sales Growth (June 2025 vs. June 2024)
- 74% Increase over May 2025 \$7,095 in June sales
- 42,000+ Users Reached via Facebook ads
- 85 Calls Generated at \$23.41 per call
- 2,500+ Engagements (126 shares, 55 comments, 481 reactions)







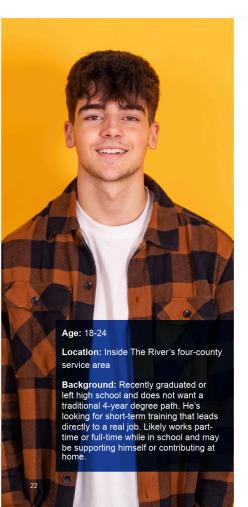
Meeting Our Customer Where they Are

Goals for Fall 2025:

- Rebrand Awareness: Show up consistently in our new voice
- Lead to Enroll Nurturing: Support students from click to classroom
- Diverse Audience Reach: Tailored creative by persona and channel
- Community Connection: Events, partnerships, and storytelling

"From 'Is college right for me?' to 'I belong at The River."





MARCUS MOTIVATED

I <mark>d</mark>on't need a degree—I need a skill <mark>th</mark>at gets me paid.

MOTIVATORS

A fast track to a stable job with decent pay

The Skills-First Student

Hands-on learning that is relevant to real work

The opportunity to earn a certification or license in under two years

Avoiding long-term debt and wasting time on classes that don't align with his goals

The pride of achieving independence and proving he can succeed on his own terms

PAIN POINTS

Feels like traditional college isn't built for him

Overwhelmed by paperwork, course options, or unclear next steps

May have been overlooked academically in high school

Balancing school with a job, side hustle, or family expectations

Skeptical of programs that sound too good to be true

Still figuring out how to pay for everything beyond tuition (books, housing, food)

Fear of committing to the wrong program and losing time of financial aid

Concern that "college" only means university-style programs, not trade or direct-toworkforce skills

NEEDS

Clear, direct info about certification and workforce training programs

Step-by-step enrollment and financial aid support

Mentorship or guidance from people who've followed a similar path

Job placement services or employer connections post-certification

Reassurance that he belongs—even if he's not a "college kid"

Need to hear from students like themselves who have successfully navigated The River

Clearer communication that The River offers trade programs and career certifications, not just academic degrees

BARRIERS

Lack of awareness of short-term program options

Intimidated by college systems and online forms

Pressure to start earning immediately

Skepticism that education will actually lead to employment

Limited transportation or flexible class time options

MESSAGING

THEME: Get in. Get trained. Get to work.

The shortest path to your next paycheck.

You're not here for lecture halls or student loans. You want skills that get you hired. The River's career programs put you on the fast track to a job in trades, public safety, healthcare, and more—so you can earn a living, not wait around...

CHANNELS













Digital Channels: YouTube, Facebook, text messages, job boards, Google search, The River website

Physical Channels: Family or friend referrals, community events

INFLUENCERS

Parents or guardians, employers, high school CTE or shop teachers, older friends who've gotten certified, The River program faculty, admissions or workforce advisors

VALUE PROPOSITION

The River offers fast, hands-on programs that lead directly to good jobs-with no fluff, no debt, and no wasted time.



Download the Brand Roadmap





DISTRICT BOARD OF TRUSTEES

TOPIC: Personnel &	Compensation Committee Mee	eting Report		
REGULAR AGENDA	A OR COMMITTEE: Regula	nr Agenda		
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION			
	nel & Compensation Commit or any items needing a vote.	tee Meeting held ear	lier in the day. W	'ill
	MMENDATION: Vicki Davis		DATE: 8/26/25	—
BOARD ACTION:]	DATE: 8/26/25	



DISTRICT BOARD OF TRUSTEES

TOPIC : Finance Committee Meeting Rep	oort
REGULAR AGENDA OR COMMITTE	EE: Regular Agenda
SUBMITTED FOR: X ACTION/V INFORMA DISCUSSIO	TION
SUMMARY:	
Report on the Finance Committee Meeting any items needing a vote.	g held earlier in the day. Will recommend approval for
COMMITTEE RECOMMENDATION: T	Trustee George DATE: 8/26/25
BOARD ACTION:	DATE: 8/26/25



DISTRICT BOARD OF TRUSTEES

TOPIC: Facilities Com	mittee Meeting Report		
REGULAR AGENDA	OR COMMITTEE: Regu	ılar Agenda	
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION		
SUMMARY:			
Report on the Facilities C any items needing a vote	Committee Meeting held ea	urlier in the day. Will	recommend approval for
COMMITTEE RECOM	MENDATION: Brant Sch	irard	DATE: 8/26/25
BOARD ACTION:			DATE: 8/26/25



DISTRICT BOARD OF TRUSTEES

TOPIC : Academic Affairs & Charter Schools Governance Commi	ttee Meeting Report
REGULAR AGENDA OR COMMITTEE : Regular Agenda	
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY:	
Report on the Governance & Legislative Affairs Committee Meetin recommend approval for any items needing a vote.	g held earlier in the day. Will
COMMITTEE RECOMMENDATION: Milo Thornton	DATE: 8/26/25
BOARD ACTION: None Required	DATE: 8/26/25



DISTRICT BOARD OF TRUSTEES

TOPIC : Enrollment Management Committee Meeting Report			
REGULAR AGENDA OR COMMITTEE: Regular Agenda			
SUBMITTED FOR: X INFORMATION DISCUSSION			
SUMMARY:			
Report on the Enrollment Management Committee Meeting held e recommend approval for any items needing a vote.	arlier in t	he day.	Will
COMMITTEE RECOMMENDATION: Susie Caron	DATE:	8/26/25	
BOARD ACTION: None Required	DATE:	8/26/25	



DISTRICT BOARD OF TRUSTEES

TOPIC : Strategic Planning Committee Meeting Report	
REGULAR AGENDA OR COMMITTEE : Regular Agenda	
SUBMITTED FOR: ACTION/VOTE X INFORMATION DISCUSSION	
SUMMARY:	
Report on the Strategic Planning Committee Meeting held earlier approval for any items needing a vote.	in the day. Will recommend
COMMITTEE RECOMMENDATION: Jose Conrado	DATE: 8/26/25
BOARD ACTION:	DATE: 8/26/25



DISTRICT BOARD OF TRUSTEES

TOPIC : Governance &	Legislative Affairs Committee Meeting R	eport
REGULAR AGENDA	OR COMMITTEE: Regular Agenda	
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION	
	ce & Legislative Affairs Committee Meets r any items needing a vote.	ing held earlier in the day. Will
COMMITTEE RECOM	IMENDATION: Melissa Kindell	DATE: 8/26/25
BOARD ACTION:		DATE: 8/26/25

AGENDA ITEM NO. 16a-16t



DISTRICT BOARD OF TRUSTEES

TOPIC: Consent Item	s	
REGULAR AGENDA	A OR COMMITTEE: Regular Agenda - O	Consent
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION	
COMMITTEE RECON	MMENDATION: Dr. Tim Moore	DATE: 7/24/25
BOARD ACTION:		DATE: 8/26/25

AGENDA ITEM NO. 16a DISTRICT BOARD OF TRUSTEES



<u>TOPIC</u> : Affiliation Agreement between Florida Atlantic Institution Boa of its Harbor Branch Oceanographic Institute and Indian	
REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consen	C
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: This is a Work-Based Learning Affiliation agreement between the coll Oceanographic Institute in Fort Pierce. This agreement allows Indian Riv students to participate in research internships with HBOI/FAU faculty starts on August 26, 2025, and remains in effect for a period not to exceed with the agreement is Exhibit A, a student info sheet that includes an Education ALTERNATIVE(S): N/A	wer State College science & staff. The agreement three (3) years. Included
FISCAL IMPACT: N/A	
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Anthony Dribben / Dr. Heather Belmont	DATE: 7/1/2025
BOARD ACTION:	DATE:

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") has been entered into as of August 26, 2025 (the "Effective Date") by and between Florida Atlantic Institution Board of Trustees, a public body corporate of the State of Florida located at 777 Glades Road, Boca Raton, FL 33431, on behalf of its Harbor Branch Oceanographic Institute, located at 5600 US-1 N, Fort Pierce, Florida 34946 (collectively "FAU") and the Indian River State College, a political subdivision of the State of Florida, located at 3209 Virginia Avenue, Fort Pierce, Florida 34981 (the "Institution") (individually, a "Party," collectively, the "Parties").

WHEREAS, the Institution is an educational institution that provides a degree-earning curriculum that requires the participation in a senior capstone program (the "Program") to train enrolled students for the purpose of gaining practical experience in various disciplines to complete their professional preparation and development; and

WHEREAS, FAU is an educational institution that is equipped with the necessary facilities and professional staff to provide an educational learning experience at its facilities (the "Field Experience") and, in support and enhancement of the Institution's Program, is willing and qualified to provide a practical setting at its facilities for the Institution's students to participate in activities designed to enhance their educational experience; and

WHEREAS, the Institution is desirous of providing its students currently enrolled in the Program with an educational learning experience (each a "Student"); and

WHEREAS, FAU is desirous of establishing a relationship with the Institution to develop a Field Experience so as to promote excellence in the field of studies for Institution Students.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

A. TERM & TERMINATION

This Agreement will commence on the Effective Date and shall continue in effect for a period of approximately three (3) years, through June 30, 2028 ("Termination Date"), unless cancelled by either party as set forth herein. Either Party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party; provided, however, that all Students currently participating in Field Experience at the time of termination shall be given the opportunity to finish the Field Experience for a period not to exceed three (3) months. The Agreement may be extended beyond the Termination Date upon mutual written agreement of the parties, upon mutually agreeable terms.

B. RESPONSIBILITIES OF FAU

In cooperating with the Institution for the development and administration of a Field Experience for Students currently enrolled in the Institution's Program, the responsibilities of FAU shall be as follows:

- 1. <u>FAU Coordinator</u>. FAU will appoint one (1) staff or faculty member to serve as the educational coordinator ("FAU Coordinator"). The FAU Coordinator shall consult with the Institution Coordinator in developing and administering the Field Experience.
- 2. <u>Supervision and Evaluation</u>. At all times FAU will retain sole authority and responsibility of its operations. FAU shall provide Student(s) with on-going supervision by qualified employee(s) in the

Student(s)'s performance of their duties during the Field Experience. FAU shall evaluate the Student(s)'s performance in the Field Experience by using standard evaluation form(s) provided by the Institution. FAU will promptly report to the Institution any unsatisfactory progress of any Student.

- 3. <u>Facilities and Equipment</u>. FAU will make available all required facilities and equipment, systems, and supplies at FAU, including providing each Student with sufficient orientation to its facilities, equipment, and systems at FAU to enable the Student(s) to perform in the Field Experience.
- 4. <u>Student Participation and Right of Refusal</u>. FAU will notify the Institution at least thirty (30) days before the start of each academic semester as to the number of Students it can accommodate for the upcoming academic period. FAU shall have the right to refuse to accept any Student(s) assigned to FAU by notifying the Institution, in writing, within thirty (30) days of said assignment.
- 5. <u>Notification of FAU Requirements</u>. FAU shall notify the Institution, in writing, of any FAU-specific Field Experience requirements and/or rules prior to Student placement. Upon notification by FAU, the Institution shall notify the Student(s) of any FAU-specific Field Experience requirement(s) as a condition of their participation, including but not limited to background checks, student participation agreements, Student health insurance, professional liability insurance, and vaccinations. The Institution shall notify the Student(s) of any FAU-specific rules and/or policies provided by FAU to the Institution, and the Student's obligation to follow said rules and/or policies in order to successfully complete the Field Experience
- 6. <u>Field Experience Standards</u>. FAU shall provide opportunities to Students that are planned, organized, and administered by qualified FAU staff, which are sufficient in extent and variety to provide a satisfactory educational experience to meet the mutually agreed upon educational objectives of the Field Experience; FAU will maintain at least its normal staffing levels while Students are present at FAU. In no event will a Student be expected or allowed to perform services in lieu of staff employees during the Field Experience.
- 7. <u>Termination of Student's Participation</u>. FAU shall have the right to determine, in its sole discretion, whether a Student has violated FAU's rules, regulations, policies, procedures or is otherwise a detriment to FAU's operations, faculty, staff, students, or visitors. Notwithstanding the foregoing, FAU may terminate the Field Experience, at any time, with or without notice, of any Student whose performance is unsatisfactory or whose characteristics and activities are determined by FAU, in its sole discretion, to be detrimental to FAU's operations and/or responsibilities as an institution, provided that such determination made by FAU shall be followed by the FAU Coordinator providing written notice to the Institution's Coordinator.

C. RESPONSIBILITIES OF INSTITUTION

In cooperating with FAU for the development and administration of a Field Experience for Students currently enrolled in the Institution's Program, the responsibilities of the Institution shall be as follows:

- 1. <u>Institution Coordinator</u>. The Institution will appoint one (1) faculty member to serve as the educational coordinator for the Program (the "Institution Coordinator"). The Institution Coordinator will be responsible for the overall management of each Student's educational experience while participating in the Field Experience.
- 2. <u>Qualification of Students</u>. The Institution shall determine, in its sole discretion, which of its students currently enrolled in the Institution's Program are eligible to participate in the Field Experience. The Institution shall ensure, through qualified faculty and curriculum that each Student is adequately

prepared to benefit from his or her placement in the Program, including classroom and laboratory instruction, if any. A Student's preparedness shall be measured by (i) academic performance indicating an ability to understand what the Student will observe and perform while participating in the Field Experience, (ii) an appreciation of the nature and gravity of the work Student will observe and perform, and (iii) the Student's deportment and conduct as appropriate for the setting. Prior to the commencement of their Field Experience, the Institution will also ensure that all Students, staff, and faculty members involved in the Field Experience become familiar with and are instructed that they must adhere to all applicable legal requirements as well as FAU's standards, procedures and code of ethics.

- 3. <u>Curriculum.</u> The Institution shall retain overall responsibility for Students and administer, organize, and operate the Institution's Program and retain responsibility for the education of Students in and for Program's curriculum, its design, delivery, and quality including Student grading, progression, termination, or graduation from the Program. Institution shall conduct evaluations, maintain all grades and records, and conduct any Institution disciplinary processes in the regular course of its business of educating its Students and in accordance with all applicable Institution policies and procedures.
- 4. <u>Enrollment</u>. At all times during the Field Experience, Students must be currently enrolled in a degree seeking program at Institution. If at any point during the Field Experience, and for any reason, Student's status as an enrolled student at Institution changes to that of a non-student, the Institution Coordinator shall promptly inform the FAU Coordinator of such change in the Student's status. The Field Experience will immediately terminate upon the change of the Student's status at the Institution.
- 5. <u>Confidentiality</u>. The Institution shall educate Students to maintain the confidentiality of all records or information exchanged in the course of the Field Experience in accordance with FAU's policies and all applicable federal and state laws, rules, and regulations.
- 6. <u>Expenses</u>. The Institution shall require each Student participating in the Field Experience, and each faculty member participating in the Field Experience, to be responsible for, at his/her own expense: (a) meals, (b) transportation, (c) parking, (d) living arrangements, and (e) all other expenses not specifically provided for herein.
- 7. <u>FAU's Regulations, Policies, and Procedures</u>. At all times during a Student's participation in the Field Experience at FAU, the Student shall adhere to FAU's regulations, rules, policies, and procedures, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, and professional conduct; maintain good standing at the Institution, and maintain accurate, daily log sheets of all hours worked. FAU will familiarize Students with FAU's standards, procedures and code of ethics.
- 8. <u>FAU Background Checks</u>. If required by FAU, FAU shall provide the Institution with a security background information form to be completed by the Student(s) and provide a process for fingerprinting and criminal records background check to be performed by FAU or another entity at its discretion, at the expense of either the Student or the Institution. FAU, in its sole discretion, shall determine whether an Institution Student has satisfactorily cleared the security screening.

D. FERPA COMPLIANCE

The Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act ("FERPA") in their handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each Party will need to have access to the educational records maintained by the other Party in properly administering their duties and obligations under this Agreement and to the individual students. For the purposes of this Agreement, FAU is considered to be a "School Official" with a legitimate educational interest of the Students as defined under FERPA. It

is agreed that each Party shall thoroughly orient their employees and agents with regard to their respective obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that Act. Unless required by judicial or regulatory authority, neither Party shall be permitted to authorize and further disclose the educational records of the other Party to persons or entities not a Party to this Agreement without first having received permission of the other Party, and having obtained assurances that the other Party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted redisclosure to persons or entities not a Party to this Agreement shall be under the condition that no further disclosure by such Party shall be permitted.

E. INSURANCE AND LIABILITY

- 1. <u>Institution Insurance</u>. Institution, as a state entity, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the Institution. Notwithstanding the foregoing, the Institution will require or provide General Liability Insurance in the amount of One Million Dollars (\$1,000,000) for each claim/Three Million Dollars (\$3,000,000) total liability under the policy (aggregate of all claims), such insurance providing coverage to: (1) students participating in activities which are a part of and a requirement of students' curriculum at the Institution, which includes those activities of the Field Experience, and (2) faculty members of the Institution solely with respect to claims arising out of the supervision and instruction of the insured student.
- 2. <u>Student Health Insurance</u>. The Institution shall inform Student that he/she is responsible for their own health needs, health care costs, and health insurance coverage. Notwithstanding the foregoing, FAU shall provide Students with emergency medical care to the same extent FAU provides its own employees. The Student shall be responsible for all costs associated with such emergency medical care.
- 3. <u>FAU Insurance</u>. FAU certifies that it maintains general and professional liability protection coverage through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance, or through a self-insurance program created pursuant to section 1004.24, Florida Statutes. Such protection is as described in section 768.28, Florida Statutes.
- Liability, Each Party agrees to be responsible for its negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents, when acting within the scope of their employment or agency, and agrees to be liable for any damage or injury resulting from said negligent acts or omissions. The foregoing shall be subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement or any sub-contract, policy or procedure referenced herein, shall be construed or interpreted as (1) denying to any Party any remedy or defense available to such Party under the laws of the State of Florida, (2) the consent of either Party, its affiliates, the Board of Governors, the State of Florida or any of their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity of either Party, its affiliates, the Board of Governors, the State of Florida or any of their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statues; (4) constituting a hold harmless agreement on the part of either Party; or (5) the consent of either Party, the State of Florida or its officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to the jurisdiction or authority of any laws, forum or court outside the State of Florida; and any such term or condition purporting to do so shall be null and void and of no force or effect.

F. MISCELLANEOUS

- 1. <u>No Guaranteed Offer</u>. FAU is participating in this Agreement with the understanding that its performance is conducted without entitlement to an offer of employment to any student in connection with the Field Experience.
- 2. <u>No Compensation</u>. The Parties understand and agree that neither Party, nor any Student, will be entitled to compensation hereunder for its participation in the Field Experience. No Student will be considered an employee of FAU as a result of participation in the Field Experience, and FAU will not be responsible for Worker's Compensation coverage with respect to any Student. No student will be entitled to employment by FAU as a result of participation in the Field Experience.
- 3. <u>Conduct</u>. At all times while present at FAU's facilities and/or participating in the Field Experience, the Institution and its employees and students will comply with all applicable rules, regulations, policies, and procedures of FAU including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non- harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) employee code of conduct. If a Student's conduct rises to the level of violation of FAU's rules, regulations, policies, or procedures, FAU agrees to promptly notify the Institution in writing. The Institution shall honor any request by FAU to remove a student from the Field Experience whose conduct or performance is not, in FAU's opinion, professionally acceptable.
- 4. <u>Legal, Regulatory, and Compliance Requirements</u>. The Parties acknowledge that each is subject to legal, regulatory, and compliance requirements with various external agencies, and each agrees to cooperate with the other Party to facilitate compliance with all regulatory requirements of FAU and Institution, including but not limited to, permission for regulatory or accreditation reviewers to observe students and faculty engaged in educational and training experiences at FAU or Institution. The Parties shall comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement. Upon reasonable request, each Party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.
- 5. <u>Notices.</u> All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

IRSC (Institution)

Anthony B. Dribben, Ph.D.
Dean of Science
Indian River State College
3209 Virginia Avenue Fort Pierce, FL 34981
(772) 462-7503
adribben@irsc.edu

With copy to:

Indian River State College Attn: General Counsel 3209 Virginia Avenue Fort Pierce, FL 34981

FAII

James M. Sullivan, Ph.D.
Executive Director
Harbor Branch Oceanographic Institute
5600 US-1 N
Fort Pierce, FL 34946
(772) 242-2400
jsullivan@fau.edu

Notices shall be deemed given upon receipt or refusal to accept delivery.

- 6. <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- 7. <u>Severability</u>. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.
- 8. <u>Assignment</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other party.
- 9. <u>Waiver</u>. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 10. Force Majeure. Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the Party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either Party under this Agreement. The Agreement may be terminated without penalty by the Party whose performance has not been affected if non- performance continues for more than thirty (30) days.
- 11. <u>Publicity</u>. Neither Party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other Party in publicity or press releases or advertising or in any manner, including customer lists, without that Party's prior written consent.
- 12. <u>Public Records</u>. This Agreement is and any other documents made or received by the Parties in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.
- 13. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and any prior understanding regarding the same subject matter will not be binding except to the extent incorporated in this Agreement.
- 14. <u>Independent Contractor</u>. The Parties hereto are independent contractors and have no authority to act for the other Party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Institution and FAU. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither FAU nor the Institution shall be under any obligation to any third party by reason of this Agreement or any term thereof.

- Non-Discrimination. The Parties agree that in fulfilling their obligations under this 15. Agreement, no person shall be subjected to discrimination based on age, race, color, disability, gender identity, gender expression, marital status, national origin, creed, religion, sex, sexual orientation, political opinions or affiliations, genetic information or veteran status.
- Governing Law and Venue. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of St. Lucie County, Florida.
- Counterparts. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties he	ereto have caused their duly authorized officers to
execute and deliver this Agreement as of the date firs	t above written.
Florida Atlantic University	Indian River State College
Signature: Gregg Fields	Signature:
Name: Gregg Fields	Name: Timothy E. Moore, Ph.D.
Title: Vice President for Research	Title: President
Date: 06/27/2025	Date: 7/1/25

7/1/25

Exhibit A

Institution Program Curriculum Requirements and Objectives

		Student Contact Info	
Student Name:			
	First	Last	Middle
Phone:	· months of the control of the contr	Email:	
Birth Date:		Age:	
		Student Emergency Contact Info	
Emergency Contact #1 (Parent/Guardian, If 17 Years Old or Younger):			
- '	<u>First</u>	Last	Relationship
Phone:		Email:	
Emergency Contact #2:	First	Lock	
	FIISI	<u>Last</u>	Relationship
Phone:		Email:	
		Instructor Contact Info	
Instructor Name:			
	First	Last	
Phone:		Email:	
		Employer Contact Info	
Organization Name:			
Federal Tax ID# (FEIN):			
Phone:	·		400,000,000,000,000
Address:			The second secon
	Street Address		() and specific for the control of t
	City		State ZIP Code

			Supervisor	Contact Info			
Supervisor Nam	ne: <u>Firs</u> t		Last	t			
Title:	All by stroky departments and a	oor ^{to} n o n the transaction of the section of the					- A - A - A - A - A - A - A - A - A - A
Phone:			Em	ail:			
			Learning Opp	ortunity Info	**************************************		
Start Date:		A.A.	End	Date:			
Hours per Week	· ·			·			
	***************************************		Schei	dule			
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start:							***
Stop:							
			Educational Ex	perience Plan			
Course Description:					Non-months to the first the same same		
Skill Learning Objectives:							
Technical Skill Learning Objectives:						Manufacture of the second seco	
Skill Assessment Description:		OPP WIND AND AND AND AND AND AND AND AND AND A					

AGENDA ITEM NO. 16b DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR *ACTION*

TOPIC: Amendment Inc., d/b/a Level Agend	to Services Agreement and SOW ITN #24/	25-31 with Level Interactive,
REGULAR AGENDA	A OR COMMITTEE: Regular Agenda -	Consent
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION	
#24/25-31 with Level I	ested for the attached Amendment to Servi nteractive, Inc., d/b/a Level Agency to included otal cost of the contract.	_
ALTERNATIVE(S):	N/A	
FISCAL IMPACT:	N/A	
PRESIDENT'S REC	OMMENDATION: Recommend approva	1
SUBMITTED BY: Jen	na Bluedorn	DATE: 7/1/2025
BOARD ACTION:		DATE: 8/26/25



AMENDMENT TO SERVICES AGREEMENT and SOW

ITN# 24/25-31

This AMENDMENT ("Amendment"), dated as of	is made by and
between Level Interactive, Inc. d/b/a Level Agency, a Pennsylvania corporation ("Contra	ctor"), District Board of
Trustees of Indian River State Collete, Florida, (the "College") and serves to amend the Ser	vices Agreement
entered into by and between Level Agency and Client that has an Effective Date of May 27,	2025 for certain
marketing services as described in the attached SOW (collectively the "Agreement"). Inte	ending to be legally
bound hereby, the parties agree to amend the Agreement as follows:	

- 1. **Conflicting Terms.** To the extent that any of the terms or conditions contained in this Amendment may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement.
- 2. **Effective Date for Agreement and Term.** The Effective Date of the Agreement is hereby amendment to June 1, 2025. Likewise, Section 3 of the Agreement, "Term" is updated so that the Agreement commences on June 1, 2025 and shall terminates on July 31, 2026, unless otherwise terminated earlier as provided within the Agreement or extended by mutual agreement of both parties. The remainder of Section 3, "Term," remains unchanged.
- 3. **Monthly Fixed Fee.** Section 5 of the SOW, subsection 1, "Pricing Summary," is amended so that the Monthly Fixed Fee for both June 2025 and July 2025 shall be invoiced on or before July 1, 2025. Furthermore, the monthly invoice for August 2025 shall be invoiced at or about this time. The remainder of this subsection remains unchanged. Future months will be invoiced 30 days in advance of work commencing.
- 4. **Creative.** The SOW is updated to clarify that creative includes both paid and organic creative assets, and includes misc. creative support across the College.
- 5. **Development Support.** The SOW is updated to confirm that dev support includes SEO strategy and technical management.
- 6. **Media Services.** The SOW is updated to confirm that media includes tagging and tracking of media assets.
- 7. **SOW Section 1: Paid Media Management, Subsection 3.2 Campaign Setup and Management.** Bullet 3 is updated to clarify responsibility for tracking as follows: Implement and manage all tracking mechanisms, including pixel installation, conversion tracking, campaign tagging, and Google Analytics integrations. Level will own tagging and tracking across paid media platforms
- 8. **SOW Section 2: Creative Services, Subsection 1.** The Overview of this Section is updated to add the following sentence at the end of the paragraph: "This scope includes creative production for both paid and organic channels, and includes misc creative assets to be used across campaigns for marketing and recruitment. Organic social media management will be exclusively handled by The College, this includes strategy, posting, and reporting for all organic social channels and platforms."

- 9. **SOW Section 2, Subsection 2, "Creative Development Services.**" This subsection is updated as follows: Update Asset Types Available list to include (a) Organic Social Media Assets: Static and animated graphics for platforms such as Facebook, Instagram, and LinkedIn, (b) Flyers and Print Collateral: Designed for recruitment and event promotion, optimized for digital and print distribution
- 10. **SOW Section 4, Website Design, Development, and Integration**. This section is updated to add a new bullet under development services (after "Task support will be provided...") as follows: SEO Support: Implement basic on-page SEO optimizations (e.g., metadata, alt text, structured content), and provide development support for any high-impact SEO initiatives related to recruitment campaigns.
- 11. **SOW Section 3, Email & SMS Marketing Strategy and Execution**. This subsection is updated to remove the entire Section 3, subsection 2.2, "Multi-channel Automated Drip Campaigns.
- 12. **Counterparts.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

District Board of Trustees of
Indian River State College

Level Interactive, Inc. d/b/a Level Agency

By:		By:	
Name:	Seth Tongchinsub	Name:	Jenna Bluedorn
Title:	General Counsel	Title:	AVP Brand Experience



SERVICES AGREEMENT ITN# 24/25-31

THIS SERVICES AGREEMENT, effective as of the date last signed below ("Effective Date"), is made and entered into by and between the District Board of Trustees of Indian River State College, Florida, with its principal address at 3209 Virginia Ave., Fort Pierce, FL 34981 (the "the College") and Level Interactive, Inc., a Pennsylvania corporation, with its principal address at 3202 McKnight East Drive, PMB 261, Pittsburgh, PA 15237 (the "Contractor").

WHEREAS, the College has determined that a need exists to retain Contractor to provide the services hereinafter specified; and

WHEREAS, Contractor is qualified, willing, and able to provide the services as specified in the terms and conditions set forth herein.

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

- 1. <u>Recitals.</u> The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- 2. Scope of Services. Contractor will provide branding and marketing services ("Services") as described in Contractor's proposal dated March 7, 2025 including the fee proposal, both of which are incorporated by reference, and the Scope of Work attached hereto as Exhibit A (the March 7, 2025 proposal and Exhibit A are collectively referred to as "Contractor's Proposal"). In the event of a conflict between the terms and conditions of this Agreement (including any amendments accepted in writing by both parties), ITN# 24/25-31, and Contractor's Proposal, the terms and conditions of this Agreement shall control, followed by ITN# 24/25-31, followed by Contractor's Proposal, except that objections or amendments contained in Contractor's Proposal to ITN# 24/25-31 that have not been accepted by the College in writing by the explicit terms of the Agreement shall not be included in this Agreement and shall be given no weight or consideration.
- 3. <u>Term.</u> This Agreement shall commence on July 1, 2025 and terminates on June 30, 2026 unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties. This Agreement may be renewed for an additional two, one-year terms upon the mutual written consent of both parties in the form of an amendment to this Agreement. The Contractor understands and agrees that the College has no obligation to extend the Agreement's term, or contract for the provision of any future Services, and makes no warranties or representations otherwise.

4. Compensation.

- **4.1.** The College shall pay Contractor upon Contractor's completion of, and the College's acceptance of, the Services rendered hereunder in a total amount not to exceed \$400,000.00 in accordance with the rates and payment schedule specified in Exhibit A.
- **4.2.** All costs of providing the Services shall be the responsibility of Contractor, with the exception of reimbursement by the College only for costs deemed reimbursable in Exhibit A. Contractor shall not charge the College for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that the College is responsible for paying for Contractor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Section 112.061, Florida Statutes, and the Colleges travel policies, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Contractor to the College. Any expenses in excess of the amounts prescribed shall be borne by Contractor.
- **4.3.** Prices specified in this Agreement will remain firm for the term of the Agreement. Contractor, by executing this Agreement, acknowledges full, total and complete understanding of the extent and character of the Services required and the conditions surrounding the performance thereof. The College will not be responsible for any alleged misunderstanding of the Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.
- **4.4.** Notwithstanding any provision of this Agreement to the contrary, the College may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Services that has not been remedied or resolved in a manner satisfactory to the College's Project Manager or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by the College.

5. Invoices and Payment.

- 5.1. Contractor shall submit invoices in a form satisfactory to the Project Manager to be forwarded to the College's Account Payable's Department. Contractor is responsible for providing all necessary documentation that may be required by the College, and payment may be withheld for failure of Contractor to comply. At a minimum Contractor shall furnish the following information within invoices that are submitted for request for payment to the College: (a) PO Number, College Project Manager, and Contractor Tax Identification Number; (b) dates for which Services were rendered; (c) detailed description of Services performed; and (d) all 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. The College is tax-exempt and therefore is not obligated to pay sales, use and excise taxes.
- **5.2.** The College shall process the Contractor's payment within thirty (30) days from receipt of Contractor's invoice by the College's Accounts Payable Department and written approval of same by the College's Project Manager indicating that the Services have been rendered in conformity with this Agreement.
- **6.** <u>College Project Manager.</u> The Project Manager is hereby designated by the College to be the Marketing Manager who shall represent the College in all technical matters pertaining to and arising from the Services performed under this Agreement. The Project Manager is designated

to do all things necessary to properly administer the terms and conditions of this Agreement, including but not limited to review of all Contractor payment requests for approval or rejection and periodic reviews of the work of Contractor as necessary for the completion of Contractor's Services during the period of this Agreement.

7. Termination.

- 7.1. Termination for Convenience. This Agreement may be terminated by the College, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the College, Contractor shall cease work and shall deliver to the College all Deliverables as defined herein prepared or obtained by Contractor in connection with its Services. the College shall upon receipt of the aforesaid documents, pay to Contractor and Contractor shall accept as full payment for its Services, a sum of money equal to (a) the fee for each completed and accepted task plus (b) the fee for the percentage of the work completed in any authorized but uncompleted task, less (c) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.
- 7.2. Termination for Cause. This Agreement may be terminated before the expiration date of the Term on written notice:
- 7.2.1. by Contractor, only in the event the College fails to pay Contractor's properly documented and submitted invoice and such failure continues for ninety (90) days after the College's receipt of written notice of nonpayment;
- 7.2.2. by the College, if Contractor breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor with (ten) 10 days after the College's receipt of written notice of such breach;
- 7.2.3. by the College, immediately, if (a) Contractor becomes insolvent; (b) Contractor is generally unable to pay, or fails to pay, its debts as they become due; (c) Contractor files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (d) Contractor makes or seeks to make a general assignment for the benefit of its creditors; (e) Contractor applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (f) Contractor or any employee, servant, or agent of Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing Services to the College, or is indicted for any crime arising out of or in conjunction with any Services being performed by Contractor for or on behalf of the College; or (g) any contract with the College and any third party on which this Agreement substantially depends is terminated.
- 7.2.4. In the event the Agreement is terminated by the College for cause pursuant to this subsection 7.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 7.1 and the provisions of subsection 7.1 shall apply.

- 7.3. Termination for Non-Appropriation. Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of the College is subject to the appropriation of funds by the State of Florida. The College may terminate this agreement immediately in the event of non-appropriation, and such termination shall be without a termination charge or claim of breach. The College's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the District Board of Trustees of Indian River State College for the then-current fiscal year of this Agreement and is otherwise limited to legally available funds. The College may terminate this Agreement in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 7.1.
- 7.4. In connection with any termination of the Agreement for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not actually or adequately performed as of the effective date of termination. In no event will the College be responsible for lost profits of Contractor or any asserted damages which may arise out of an alleged premature termination of this Agreement.
- 8. Standard of Care. The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement. Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of Contractor under this Agreement. Contractor shall ensure that all employees and agents assigned to render Services under this Agreement are duly qualified, registered, licensed or certified to provide the Services required. Contractor represents and warrants that it knows the particular purpose for which the Services are required and that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.
- 9. <u>Inspection and Correction of Defects.</u> Contractor shall permit the representatives of the College to inspect and observe the Services at all times. If Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, or Services, Contractor shall, at the College's option, either: 1) reperform such portions of the Services to correct such fault, defect or error, at no additional cost to the College, or 2) refund to the College, any amounts paid by the College that are attributable to such portions of the faulty, defective or erroneous Services, including the costs for reperformance of the Services provided by other contractors.
- 10. <u>Independent Contractor</u>. College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive

responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on such amounts. The College does not extend to Contractor or Contractor's agents any authority of any kind to bind the College in any respect whatsoever.

11. <u>Background Screening Requirements.</u> Contractor shall complete a criminal background check on all employees who work under this Agreement in accordance with College policies and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

12. Compliance with Federal, State and Local Laws.

- 12.1. General. In the performance of the Agreement, Contractor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Contractor shall also comply with all College policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.
- 12.2. Nondiscrimination and Equal Opportunity. Provider agrees to comply with the all-applicable state and federal laws regarding such nondiscrimination and equality of opportunity. Contractor will not discriminate in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.
- **12.3.** *Permits*. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.
- **12.4.** Public Records. If, under this Agreement, Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, Contractor shall:
- 12.4.1. Keep and maintain public records required by the College to perform the Services under this Agreement.
- 12.4.2. Upon request from the College's custodian of public records, provide the College 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, Florida Statutes, or as otherwise provided by law or College policy.
- 12.4.3. 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 Contractor does not transfer the records to the College.

- 12.4.4. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of Contractor or keep and maintain public records required by the College to perform the Service. If Contractor transfers all public records to the College upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.
- 12.4.5. Contractor shall furnish a copy of any public records request or request for records in any way relating to the College, immediately upon receipt to the College's Director of Purchasing.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COLLEGE'S CUSTODIAN OF PUBLIC RECORDS AT 772-462-7051; PUBLICRECORDSREQUEST@IRSC.EDU; 3209 VIRGINIA AVE, FORT PIERCE, FL 34948.

- 12.5. Confidential Information. If Contractor has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA). This provision shall survive the expiration or earlier termination of the Agreement.
- 12.6. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Agreement.
- **12.7.** *E-Verify Required.* Pursuant to 448.095, Florida Statutes, the College and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to the College must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If Contractor subcontracts any of the labor or services for the College, the subcontractor must provide Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. Contractor shall keep a copy of the affidavit on file for the duration of the Agreement. If the College, Contractor, or any subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

- 12.8. State and Federal Funding. If the College determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the College shall have the right to terminate this Agreement for its convenience.
- 12.9. Iron and Steel Products. If this Agreement is for a "public works project" or for the purchase of materials for a "public work project" as defined in Section 255.0993, Florida Statutes, then any "iron or steel product" as defined in Section 255.0993, Florida Statutes, permanently incorporated in the project must be produced in the United States, unless specifically exempted in accordance with Section 255.0993, Florida Statutes.
- 12.10. Prohibition Against Contingent Fees. Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the College shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 12.11. Conflicts. Contractor represents that neither Contractor nor its employees, officers or owners have, or whose relative have, a relationship with the College, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Sections 112.313(3) and (7), and Section 112.3185(6), Florida Statutes, by reason of Contractor entering into this Agreement.
- 13. <u>Maintenance of Records; Audits.</u> Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the College to assure proper accounting of funds and compliance with the provisions of this Agreement. Contractor will cooperate with the College and shall provide specific records and/or access to all of the Contractor's records related to the Agreement. Contractor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by the

College and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by the College upon reasonable notice to Contractor.

14. Insurance.

- 14.1. Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements set forth herein during the term of this Agreement, to include any renewal terms.
- 14.2. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in the following amounts shall be filed with the Purchasing Director before the Effective Date of this Agreement:
 - 14.2.1. Standard Workers' Compensation coverage as required by Florida law.
- 14.2.2. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.
- 14.3. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall name Indian River State College at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 as an additional insured. No changes or cancellations shall be made to the insurance coverage without prior written approval by the College's Risk Management Division.
- 14.4. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by Contractor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.
- 14.5. With regard to all insurance, such insurance shall be primary insurance to the full limits of liability herein before stated; and should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only.
- 15. <u>Indemnification.</u> To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Indian River State College, the Indian River State College Board of Trustees, the State Board of Education, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Contractor's provision of Services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without

limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

- 16. Sovereign Immunity. The College expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the College beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the College for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the College, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 17. Force Majeure. Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the College's purchase order or specified by the College's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either the College or Contractor under this Agreement. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Agreement.
- 18. Ownership of Documents. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of Services under this Agreement, including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, research projects, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by Contractor in connection with its Services under this Agreement, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be property of the College whether created individually by the Contractor or jointly with the College, on or off premises, and may be reproduced, used and reused at the discretion of the College. Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to the College any and all right, title and interest it now has or may hereafter acquire in and to the Deliverables under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If and to the extent that any preexisting rights are embodied or reflected in the Deliverables, Contractor hereby grants to

College the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. If Contractor is providing software, the College may create and retain a copy of the Contractor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. Upon the termination of this Agreement for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to the College, at no additional cost or expense, one reproducible copy, in media acceptable to the College and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services. This provision shall survive the expiration or earlier termination of the Agreement.

- 19. <u>Infringement.</u> Contractor represents that any goods or services furnished or provided to the College, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its own expense, defend any suit brought against the College and will indemnify the College against an award of damages and costs made against the College by a settlement or final judgment of a court that is based on a claim that the use of the Contractor's goods or services by the College infringes on any proprietary right of a third party. Such defense and indemnity shall survive expiration or earlier termination of the Agreement and is supplemental to the indemnification provisions of Section 15.
- **20.** Use of the College Name or Intellectual Property. Contractor agrees it will not use the College name or any intellectual property, including but not limited to, the College trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the College.
- 21. No Liens. Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the College to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Services or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the College. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by the College as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, the College shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means the College chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

- 22. Assignment and Subcontracting. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as agreed to in writing by the College. The College may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without the College's prior written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.
- 23. Prohibited Terms. Any term and/or condition in the Agreement or incorporated herein by reference on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by the College to the Contractor; (b) Restrictions on the hiring of the Contractor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Contractor's or Contractor's subcontractors or agents liability; (f) Indemnification of the Contractor or any other person or entity by the College; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.

24. Miscellaneous.

24.1. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to the College: With Copy to:

Indian River State College
Attn: Marketing Manager
Attn: General Counsel
3209 Virginia Ave.
Fort Pierce, FL 34981

Indian River State College
Attn: General Counsel
3209 Virginia Ave.
Fort Pierce, FL 34981

Fort Pierce, FL 34981

If to Contractor:

With Copy to: Level Agency

Level Agency
Attn: IRSC Account Manager
P.O. Box 101149
Level Agency
Attn: General Counsel
P.O. Box 101149

Pittsburgh, PA 15237 Pittsburgh, PA 15237

Email copy to: seth.tongchinsub@level.agency

24.2. Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of

Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

- **24.3.** Attorney Fees. In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.
- **24.4.** Assumption of Risk. Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling its obligations in this Agreement. The College is not liable for the acts of third parties or the consequences of the acts of third parties.
- **24.5.** Time is of the Essence. Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the College directs.
- **24.6.** Entire Agreement; Amendments. This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.
- **24.7.** Survivability. The provisions of this Agreement which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Agreement, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.
- **24.8.** Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.
- **24.9.** Waiver. Neither the College's review, approval, or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The rights and remedies of the parties provided for under this Agreement are in addition to any other rights and remedies provided by law.
- **24.10.** Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

- **24.11.** Headings; Construction. The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- **24.12.** Authority to Execute. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.
- **24.13.** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the College and Contractor have executed this Agreement as of the dates set forth below.

COLLEGE:	CONTRACTOR:
REVIEWED FOR SUBSTANCE BY COLLEGE CONTACT:	
MX	Seth Torgohimmer
Signature	Signature
Jenna Bluedorn, AVP Brand Experience	Seth Tongchinsub, Esq.
Printed Name and Title	Printed Name
Media, Marketing, and Brand	General Counsel
Department	Title
May 8, 2025	May 8, 2025
Date	Date
APPROVED BY:	
Indian River State College; District	
Board of Trustees	
Christa Luna, Chair	
Name and Title	
05/27/2025	
Date	

Exhibit A Scope of Work

Section 1: Paid Media Management

1. Overview

This Scope of Work outlines the Paid Media Management services to be provided to Indian River State College. The services are designed to enhance digital advertising performance through strategic media planning, campaign execution, and optimization across agreed-upon platforms.

2. Objectives

- Increase student enrollment numbers
- Enhance competitiveness within Florida's higher education landscape
- Establish and maintain brand consistency and improve community engagement
- Expand outreach to Spanish-speaking and underserved student populations
- Integrate and optimize digital marketing and CRM engagement

3. Scope of Services

3.1 Paid Media Strategy and Planning

- Develop a comprehensive paid media strategy tailored to Indian River State College's target audience and business objectives
- Conduct audience analysis and platform selection based on campaign goals
- Create a multi-channel media plan outlining budget allocation, KPIs, and timeline for execution

3.2 Campaign Setup and Management

- Set up and launch campaigns across designated platforms, including Google Ads, Facebook, Instagram, and other relevant channels
- Manage bidding, budget allocation, targeting, and ad placements to maximize reach and efficiency
- Implement tracking mechanisms such as pixel installation, conversion tracking, and Google Analytics integrations

3.3 Ongoing Optimization and Reporting

- Monitor performance metrics regularly and adjust targeting, bidding, and creatives as needed to optimize performance
- Monthly Performance Reports: Detailed reporting that outlines key metrics, insights, and recommended adjustments

Quarterly Review Meetings: Discuss campaign performance, strategic pivots, and forward-looking insights

3.4 Performance and KPI Metrics

- KPIs will be defined collaboratively during onboarding through our Certified Win Condition (CWC) process
- Monthly or quarterly target goals (e.g., lead volume, cost per enrollment, ROI) will be reviewed regularly

3.5 Landing Page Strategy & Optimization

- Develop and optimize dedicated campaign landing pages
- Pages will be aligned with key audience segments and recruitment goals
- Implement LPO/CRO techniques including layout testing, UX optimization, and CTA experimentation
- Support rapid deployment for media campaign needs with branded and conversionoptimized pages

4. Deliverables

- Comprehensive Paid Media Strategy
- Monthly Media Plan and Budget Allocation
- Creative assets for campaign activation (with two rounds of revisions)
- Monthly performance reports and optimization recommendations

5. College Responsibilities

- Provide creative campaign direction and brand guidelines
- Deliver timely feedback on asset revisions and campaign approvals
- Grant access to proprietary systems necessary for campaign management

Section 2: Creative Services

1. Overview

This section outlines creative asset production for digital marketing. Work adheres to brand standards and is aligned with campaign goals and recruitment priorities.

2. Creative Development Services

Asset Types Available:

- Paid Social Ads: Static, carousel, video (editing/animation)
- Paid Search Ads: Text, expanded, responsive

- YouTube/OTT Video Ads: Short (15–30s), Medium (30–60s), Long (60s+)
- Display Ads: Static, animated, rich media
- Landing Pages: For media campaigns and recruitment

3. Review & Approval

- College has 3 business days for feedback
- Includes 2 rounds of revisions per asset
- Additional revisions: \$1,500/round

4. Additional Costs

- Stock Photography: \$150 per asset
- Stock Video: Case-by-case, pre-approved
- Out-of-scope hourly work: \$200/hour

5. Guidelines & Responsibilities

College will provide logos, style guides, and approved assets.

Section 3: Email & SMS Marketing Strategy and Execution

1. Objective

Design, implement, and optimize an email and SMS automation program to support student recruitment and donor engagement.

2. Scope of Services

2.1 Journey Mapping & Segmentation

- Map communication journeys by persona and lifecycle stage (prospective student, enrolled student, donor)
- Use CRM triggers for both email and SMS segmentation and behavioral automation
- Align messaging to key recruitment milestones in the student and donor journey

2.2 Multi-channel Automated Drip Campaigns

- Email Campaigns
 - o Awareness: Program highlights, welcome messages
 - o Consideration: Testimonials, financial aid, events
 - o Decision: Application reminders, counselor outreach
 - o Post-enrollment: Onboarding, student support
- SMS Campaigns

- o Timely, short-form SMS aligned to lifecycle stages (i.e. deadline reminders, event confirmations, etc.)
- o Used for high-priority, time-sensitive communications

2.3 Content & Design

- Mobile-optimized, branded, and personalized templates using approved content with clear CTAs-apply, register, give
- SMS: Short-form, compliant messages with character constraints and clear CTAs
- When possible Level will utilize AI tools and templates to streamline and improve performance insights and impact.

2.4 Testing & Optimization

- Email: Subject lines, timing, design, and CTAs
- SMS: Test timing, CTA phrasing, impact on engagement
- Retarget incomplete applications through both channels where appropriate
- Monthly optimization reviews using KPIs:
 - o Email: Open rate, CTR, completion rate
 - o SMS: Delivery rate, response rate, opt-out rate

2.5 Platform Integration & Workflow Automation

- Ensure marketing automation platform (MAP) and SMS platform are integrated with CRM
- Align campaign timing across platforms and/or channels to ensure seamless cross-channel experiences
- Set up CRM-triggered workflows to support personalization and delivery for both email and SMS

3. Deliverables

- Strategy briefs as needed
- Up to 4 email designs per month
- Up to 4 SMS message variations per month
- CRM-triggered email and SMS automations
- Monthly reports with channel-specific metrics and optimization recommendations

4. College Responsibilities

- Provide access to CRM, MAP (if separate from CRM), and SMS platforms
- Confirm SMS platform is in place and integrated with CRM/MAP(or notify if integration support is needed)
- Review/approve email and SMS content within 3 business days
- Share institutional content, brand guidelines, and creative assets

• Share SMS opt-in policies and compliance documentation

Section 4: Website Design, Development, and Integration

1. Overview

Level Agency will support the Drupal-based website for Indian River State College's rebranding as The River, including landing pages and campaign integrations.

2. Services

- Level will implement essential updates and routine upkeep, including software updates, security patches, and content updates.
- Bi-weekly planning sessions to align on priorities. The tasks will be batched into his batch "sprints" in order to complete the work as effectively and efficiently as possible.
- When a high-priority task arises and cannot wait for the bi-weekly planning session, College will contact the Level team to schedule an adhoc discussion. College will look to minimize these off-cycle planning discussions to the best of its ability.
- Task support will be provided for integrations, front-end UX, and recruitment optimized landing pages
- Level will create an Asana form for request management and project tracking

Section 5: Pricing, Fees, & Payment Terms

1. Pricing Summary

- Onboarding Fee: WAIVED \$15,000 Initial setup to ensure a smooth engagement
- **Monthly Fixed Fee:** College shall pay Contractor a monthly fee \$25,000 during the term of the agreement prior to the 1st day of each applicable month of service.
 - Media strategy and planning
 - o Account management & reporting
 - Website maintenance
 - o Creative asset development
 - o Bi-weekly performance reports & Quarterly Business Reviews
- Monthly Media Fee: The College agrees to pay Contractor a management fee equivalent to 12.5% of College's monthly Gross Media Spend. "Gross Media Spend" is defined as the total amount of money spent on media purchases before any deductions for discounts, rebates, or credits received from media vendors/platforms (e.g. Meta, Google, LinkedIn, etc.), but including any taxes or fees. This fee shall be calculated monthly based on the Gross Media Spend incurred during the previous month, and Contractor will provide an

invoice detailing the media purchases and the corresponding fee. This fee covers the following services:

- o Campaign setup, execution, and optimization
- o Ongoing bid management & media placement
- o Performance analysis & strategic adjustments
- o Audience segmentation & testing
- Media Prepayment. All media/advertising costs are solely the responsibility of the College. When applicable, the monthly paid media fees/advertising costs will be pre-paid to Contractor prior to any purchasing of media or paid directly to the applicable advertising platform. College grants Contractor the authority to purchase advertising on its behalf, regardless of whether College is specifically named in any applicable contract, advertising platform account, or insertion order.
- Miscellaneous Expenses. Contractor's services do not include any reasonable expenses that Contractor incurs in connection with the services that are preapproved by the Project Manager or his or her designee in writing. Such expenses include, but are not limited to those incurred for fonts, travel, stock imagery, stock video, hosting, third-party technologies/services, etc. All such expenses incurred will be invoiced by Contractor to College and College shall pay the any such invoice no later than thirty (30) days after the date of the applicable invoice. Contractor may elect, at any time, to have College either pay any Miscellaneous expense directly or to prepay Contractor for any such Miscellaneous Expenses.



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ACTION

TOPIC:	Clinical	Affiliation	Agreement:

Harborside Pharmacy & Wellness	
REGULAR AGENDA OR COMMITTEE: Regular Agenda - C	Consent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
<u>SUMMARY</u> : Board approval is requested for the attached Health Agreement in which the named health care agency has agreed to Science students to participate in clinical rotations and experien outlines the roles and responsibilities to which the school and clin mutually observe. The agreement will further increase clinical opp	o provide its facility for Health ces. The experience agreement nical facility have subscribed to
<u>ALTERNATIVE(S)</u> : If not approved, Health Science students we clinicals for their chosen course of study.	vill be unable to attend requisite
TERM: This agreement shall be effective for indefinite duration signatures of both parties.	, commencing upon the date of
FISCAL IMPACT: None	
TERMINATION TERMS : This agreement may be terminated by notice of intent to terminate commensurate to a period sixty (60) academic year; or upon closure of the health care facility provided th in the program at the health care facility at the time of notice of termination shall be given the opportunity to complete their clinical p such completion not to exceed six (6) months.	days prior to June 30th of any at all students currently enrolled
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Ann Hubbard/ Dr. Heather J. Belmont	DATE: 7/15/25
BOARD ACTION:	DATE: 8/26/25



NO. 948A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **HARBORSIDE PHARMACY & WELLNESS**, 825 Seaway Drive, Suite 4, Fort Pierce, Florida 34949, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

The HEALTH CARE FACILITY hereby agrees to provide its facilities to the COLLEGE and the COLLEGE agrees to the usage of such facilities under the following conditions:

1. PLANNING FOR STUDENT(S) INSTRUCTION - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as HEALTH PROGRAMS, at IRSC may utilize the departments of the HEALTH CARE FACILITY for clinical experience. The student(s) is placed at the HEALTH CARE FACILITY for clinical experience and is not an employee of the COLLEGE. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the HEALTH CARE FACILITY will be consulted as to the days and hours planned.

2. SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:

- a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
- To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the HEALTH CARE FACILITY.
- c. The HEALTH CARE FACILITY has the overall authority over the facilities and grounds and for the safety of all persons therein.
- d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
- e. The HEALTH CARE FACILITY shall retain overall responsibility over patient care.
- f. In case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY, the HEALTH CARE FACILITY shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT HARBORSIDE PHARMACY & WELLNESS Page 2

g. To insure that students must be supervised and must not receive compensation for services provided as part of the clinical experience.

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

- a. To provide assistance in the supervision and instruction of student(s) except on specific instances, which indicate that, other provisions should be made.
- b. To coordinate through proper HEALTH CARE FACILITY channels the planning for clinical experience for HEALTH PROGRAMS and maintaining all records and reports related to student(s) clinical experiences
- c. To comply with all existing policies of the **HEALTH CARE FACILITY**.
- d. To coordinate with HEALTH CARE FACILITY the HEALTH PROGRAM student(s)' and clinical instructor(s)' participation in HEALTH CARE FACILITY orientation as required.
- e. **COLLEGE** assumes ultimate responsibility for the educational experience and evaluation of **HEALTH PROGRAMS** student(s).
- f. The COLLEGE, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the student participants and any faculty members for instruction/supervision of students only. The COLLEGE shall provide a certificate of insurance to the HEALTH CARE FACILITY evidencing such insurance coverage if required by the HEALTH CARE FACILITY. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement. For all insurance required, COLLEGE shall require the insurance carrier notify HEALTH CARE FACILITY at least thirty (30) days in advance of any cancellation or modification of such insurance policy.
- h. <u>HIPAA Compliance</u>. **COLLEGE** agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), and any regulations promulgated pursuant to HIPAA ("Regulations"). **COLLEGE** agrees not to use or further disclose any protected health information or individually identifiable health information (collectively, "PHI"), other than as permitted by this Agreement and the requirements of HIPAA or its Regulations. **COLLEGE** shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. **COLLEGE** shall promptly report to **HEALTH CARE FACILITY** any use or disclosure of PHI not provided for by this

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT HARBORSIDE PHARMACY & WELLNESS Page 3

Agreement or in violation of HIPAA or its Regulations of which SCHOOL becomes aware. In the event COLLEGE, with HEALTH CARE FACILITY'S approval, contracts with any agents to whom COLLEGE provides PHI, COLLEGE shall include provisions in such agreements whereby COLLEGE and agent agree to the same restrictions and conditions that apply to COLLEGE with respect to such PHI. COLLEGE shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA and its Regulations. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by COLLEGE or HEALTH CARE FACILITY by virtue of this Section.

- h. COLLEGE shall provide evidence of worker's compensation for any employee furnished by the COLLEGE pursuant to this agreement. No student(s), instructor, or other person furnished the COLLEGE pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the HEALTH CARE FACILITY. Students are not employees of the COLLEGE or HEALTH CARE FACILITY and must not receive compensation for services provided as part of the clinical experience.
- i. HEALTH OF PROGRAM PARTICIPANTS All HEALTH PROGRAMS student(s) shall pass a medical examination acceptable to HEALTH CARE FACILITY prior to their participation in the Program at HEALTH CARE FACILITY. COLLEGE and/or the HEALTH PROGRAMS student(s) shall be responsible for arranging for the HEALTH PROGRAMS student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at HEALTH CARE FACILITY. In no event shall HEALTH CARE FACILITY be financially or otherwise responsible for said medical care and treatment. HEALTH PROGRAMS student(s) will present the following health records on the first day of their educational experience at HEALTH CARE FACILITY. HEALTH PROGRAM student(s) will not be allowed to commence experiences until all records have been received.
 - i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Tdap vaccine within the last 10 years.

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT HARBORSIDE PHARMACY & WELLNESS Page 4

- vi. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
- vii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility.
- j. BACKGROUND CHECKS COLLEGE represents that it will timely conduct (or will timely have conducted) a background check on each HEALTH PROGRAMS student(s) at the HEALTH CARE FACILITY. Said background check shall include, at a minimum, the following:
 - i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal PROGRAM;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

The background check for **HEALTH PROGRAMS** student(s) who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- i. Education verification (highest level);
- ii. Professional license verification
- iii. Certification and designations check;
- iv. Professional disciplinary action search;
- v. Department of Motor Vehicles driving history, based on responsibilities;
- vi. Consumer Credit Report, based on responsibilities.

Should the background check disclose adverse information as to any **COLLEGE'S** representative, **COLLEGE** shall immediately remove said COLLEGE's representative from the **HEALTH PROGRAMS**.

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT HARBORSIDE PHARMACY & WELLNESS Page 5

The **HEALTH CARE FACILITY** agrees to provide clinical facilities as an affiliate of the **COLLEGE** for the duration of clinical rotations for student(s) assigned to the facility.

The appropriate staff of the HEALTH CARE FACILITY and the faculty of the HEALTH PROGRAMS of the COLLEGE will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

This Agreement shall be interpreted under the laws of the State of Florida.

Neither party shall discriminate in the assignment of student(s) on the basis of race, color, sex, religion, national origin, age, sexual orientation, disability, veteran or marital status.

This agreement shall be effective for indefinite duration, commencing upon date of signature of both parties. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty (60) days prior to June 30th of any academic year; or upon closure of the HEALTH CARE FACILITY provided that all students currently enrolled in the program at the HEALTH CARE FACILITY at the time of notice of termination shall be given the opportunity to complete their clinical program at the HEALTH CARE FACILITY, such completion not to exceed six (6) months.

The undersigned, representing the institutions aforementioned, subscribe to the terms of this **AGREEMENT** and hereby affix their signatures.

Aisha Grant, PharmD, BCOP, BCPS HARBORSIDE PHARMACY & WELLNESS	<u>0(0/03/2025</u> Date
Christa Luna, Chair DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE	Date
Timothy E. Moore, Ph.D., President INDIAN RIVER STATE COLLEGE	Date

AGENDA ITEM NO. 16d DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC : First Amendment to the 2023 Interlocal Agreement for the Proposed Medical Examiner
Facility
REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent
SUBMITTED FOR: X ACTION/VOTE
INFORMATION
DISCUSSION

<u>SUMMARY</u>: The College entered into an interlocal agreement ("Interlocal") effective January 24, 2023 with Indian River, Okeechobee, Martin, and St. Lucie County for the purpose of the four Counties designing, permitting and constructing a new facility for the Medical Examiner on property owned by the College and leased to the Counties. The proposed first amendment to the Interlocal provides more specificity as to how the facility and related improvements will be funded by the Counties and how a contractor will be procured by the Counties.

ALTERNATIVE(S):

- 1) Amend the proposed draft of the amendment as desired by the Board.
- 2) Reject the proposed draft of the amendment.

FOR CONTRACTS:

- 1. **TERM:** The Interlocal continues into perpetuity until terminated by the parties.
- 2. **FISCAL IMPACT:** None
- 3. **TERMINATION TERMS:** The Interlocal may only be terminated by written agreement of all parties.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Caroline Valentin, General Counsel	DATE: 7/8/25
BOARD ACTION:		DATE: 8/26/25

FIRST AMENDMENT TO 2023 INTERLOCAL AGREEMENT PROPOSED MEDICAL EXAMINER FACILITY

THIS IS A FIRST AMENDMENT TO THE 2023 INTERLOCAL AGREEMENT by and between the MEDICAL EXAMINER FOR THE 19TH JUDICIAL CIRCUIT ("ME"), the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE (the "Trustees"), and INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the "Counties"), which was entered into for the purpose of locating, designing, permitting and constructing a new facility for the ME (the "New Improvements" or "Project").

WHEREAS, the Parties entered into an Interlocal Agreement in 2025 for the purposes of locating, designing, permitting and constructing New Improvements for the ME; and

WHEREAS, the Parties have completed the process of locating the New Improvements (through a long-term lease with the Trustees) and have also completed and approved the design of the New Improvements and are in the process of permitting the construction of the Facility; and

WHEREAS, the Architect designing the New Improvements has provided the Parties with an estimate of the cost to construct the New Improvements as set forth herein; and

WHEREAS, each of the Counties has budgeted and appropriated the monies needed to find the construction of the New Improvements based on the County share calculation set out in Section 4a ix in the 2023 Interlocal Agreement; and

WHEREAS, the Parties desire to amend the 2023 Interlocal Agreement to provide more specificity as to how the New Improvement will be funded and how the Contractor will be procured.

NOW THEREFORE, in consideration of the mutual advantages afforded to the Parties, the Trustees, the Counties, and the ME agree as follows:

- General. This Amendment is entered into pursuant to Section 163.01, Fla. Stat., the Florida Interlocal Cooperation Act.
- 2. <u>Recitals.</u> These Parties adopt and ratify those matters set forth in the foregoing recitals.
- 3. Paragraph 4d "Phase 3 Construction" is amended to read as follows:

d. Phase 3 Construction

- The Architect's estimated cost to construct the New Improvements is twenty-two million and 0/100 (\$22,000,000.00) dollars (the "New Improvements Construction Budget"). Each of the Counties approved the New Improvements Construction Budget as defined and required by Section 4(d) of the Interlocal Agreement in November 2024 and approved St. Lucie proceeding with the competitive procurement and contracting of a Contractor for the New Improvements.
- ii. Each of the Counties have budgeted and appropriated the monies needed to fund the construction of the New Improvements Construction Budget based on the County share calculation formula set out in Section 4a ix of the 2023 Interlocal Agreement. The Counties shall provide the funds to St. Lucie within thirty (30) days from receipt of invoice from St. Lucie.
- iii. St. Lucie, for the benefit of the Non-Trustee Parties, shall, through a publicly advertised competitive process, in accordance with Florida Law and St. Lucie's Procurement Policy 11.I, competitively procure a contractor (the "Contractor") for the construction of the New Improvements in accordance with the approved Phase 2 Design Components (the "Work") by shortlisting contractors on a qualifications basis and then requesting bids from the shortlisted contractors. The Selection Committee shall review the qualifications of the contractors and shall recommend the shortlisting of the most highly qualified contractors. The final award criteria shall be a hard bid selection based on the lowest responsive, responsible bidder. St. Lucie shall then execute a Construction Contract with the selected Contractor including terms that are fair, competitive, and reasonable and the terms set forth below, with the selected Contractor.
- iv. In the event that the construction bids and ultimate contract award are below the New Improvements Construction Budget, St. Lucie will maintain the excess funds in trust for use as a contingency against change orders and claims, as per the Interlocal Agreement and Section 3(d)(v) below. In the event that the lowest responsive, responsible bid exceeds the New Improvements Construction Budget, St. Lucie shall advise the Counties of the additional contributions necessary per the sharing structure of the Interlocal Agreement. If all Counties agree on the additional costs, each County shall fund its pro rata share of the additional costs per Paragraph 4(a)(ix) of the Interlocal Agreement and amend the New Improvements Construction Budget to correspond to the construction bid referenced in (iii) above. If there is no unanimous agreement of the Counties on the additional costs, St. Lucie will, in its sole discretion, either (1) work with

the Architect to evaluate cost saving measures (value engineering) to reduce project scope or design, material costs, or modification of other project elements, while maintaining the objectives of the New Improvements, and rebid the Project; or (2) the Project shall not proceed and this Interlocal Agreement shall expire. In the event the Project is completed at a total cost that is less than the New Improvements Construction Budget, St Lucie County shall return the remainder to the Counties per their pro rata share contribution.

- v. Nothing in this Agreement shall obligate the Counties to provide funding for the construction of the Facility in excess of the approved New Improvements Construction Budget. The monies provided by the Counties to fund the approved New Improvements Construction Budget shall be used to fund the New Improvements only and for no other purpose.
 - (1) Change Orders that increase the New Improvements Construction Budget shall be addressed as set forth in the Interlocal Agreement. Change Orders related to the approved architectural plans that maintain the construction costs within the New Improvements Construction Budget or for other non-monetary relief, including time, may by approved by St. Lucie in its sole discretion, with notice and copy of the Change Order to the Non-Trustee Parties. Change Orders adding new work scope requires unanimous approval by the Counties per the Interlocal Agreement.
 - (2) Judgments or rulings on claims raised by the Contractor, and all defense or prosecution costs incurred by St. Lucie, shall be paid by the Counties in accordance with their pro rata sharing of costs as set forth in Paragraph 4(a)(ix) of the Interlocal Agreement. Settlements on any such claims or judgments must be unanimously approved by the Counties, and upon approval, shall be paid by the Counties in accordance with their pro rata sharing of costs as set forth in the Interlocal Agreement
- vi. The Construction Contract shall, *inter alia*, include each of the following requirements related to all work under the Construction Contract:
 - 1. the furnishing of a public construction bond in a form consistent with Section 255.05, Fla. Stat., with St. Lucie named as co-obligee;
 - 2. retainage in an amount acceptable to St. Lucie for the Work, until the Completion of the Work (including a retainage of 5% of the total value of the construction contract) and required at 50% completion as set forth in Section 255.078, Fla. Stat.;

- payment by the Contractor of liquidated damages for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion;
- 4. a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum, by no later than the Required Completion Date;
- 5. the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to St. Lucie;
- 6. the provision of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to St. Lucie, with the Counties as a named insured;
- 7. the Counties shall be named as a third-party beneficiary in the Construction Contract.
- 4. After Final Completion of the Project, St. Lucie County shall provide the Counties with a final Project accounting depicting final cost of the work relative to the New Improvements Construction Budget, including deviations from initial contract price; and in the event of any remainder monies, St Lucie County shall provide an accounting on the disbursements back to the Counties in accordance with their pro rata contributions.
- 5. Except as amended herein the remaining terms and conditions of the 2023 Interlocal Agreement shall remain in full force and effect.
- 6. This First Amendment shall be filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County and St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties have executed this First Amendment by their duly authorized officials on the dates stated below. This First Amendment may be executed in counterparts and each fully executed counterpart shall be deemed an original instrument.

Mangalsung Clerk



BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

x: Q

Chair, Board of County

Commissioners

Date:

APPROVED AS TO FORM AND

CORRECTNESS:

County Attorney

INTERLOCAL AGREEMENT PROPOSED MEDICAL EXAMINER FACILITY

Ca2-11-1015

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") by and between the MEDICAL EXAMINER FOR THE 19TH JUDICIAL CIRCUIT ("ME"), the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE (the "Trustees"), and INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the "Counties") (the ME, Trustees, and the Counties will be collectively referred to as the "Parties"), for the purpose of locating, designing, permitting and constructing a new facility for the ME.

WHEREAS, the Trustees own approximately 50-acres of land located on Kirby Loop Road in St. Lucie County that is currently occupied by the Treasure Coast Public Safety Training Complex; and

WHEREAS, the ME has declared a need for a new medical examiner's office, as described in and attached as Exhibit "A", to serve the residents of the Counties; and

WHEREAS, the Counties, on behalf of the ME, would like to receive by way of a long-term lease, approximately 2 acres of Trustees owned land ("Property") for the construction of the and operation of the new medical examiner's office and its related site improvements ("New Improvements"); and

WHEREAS, the Parties recognize the benefit of the ME to the citizens of the Counties and the students and faculty of Indian River State College; and

WHEREAS, Section 406.08(5), Florida Statutes, provides that autopsy and laboratory facilities utilized by the district medical examiner or his or her associates may be provided on a permanent or contractual basis by the counties within the district; and

WHEREAS, a Medical Examiner's Advisory Task Force that included representatives from the Counties was created to review the ME's request for the New Improvements; and

WHEREAS, the Advisory Task Force has reviewed and supports the ME's request for a new facility; and

WHEREAS, St. Lucie County is willing to serve as the contract manager in the procurement process for the design and construction of New Improvements; and

WHEREAS, the Parties have determined that it is in the best interest of the health, safety and welfare of the citizens of the Counties to support the design and construction of the New Improvements as set out above.

M DOCTAX PD \$0.00

INTERLOCAL AGREEMENT C 22-11-1015 PROPOSED MEDICAL EXAMINER FACILITY

THIS IS AN INTERLOCAL AGREEMENT ("Agreement") by and between the MEDICAL EXAMINER FOR THE 19TH JUDICIAL CIRCUIT ("ME"), the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE (the "Trustees"), and INDIAN RIVER COUNTY, MARTIN COUNTY, OKEECHOBEE COUNTY, and ST. LUCIE COUNTY, political subdivisions of the State of Florida that collectively constitute the 19th Judicial Circuit (the "Counties") (the ME, Trustees, and the Counties will be collectively referred to as the "Parties"), for the purpose of locating, designing, permitting and constructing a new facility for the ME.

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WHEREAS, St. Lucie County is willing to serve as the contract manager in the procurement process for the design and construction of New Improvements; and

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Eighth Draft Clean Version 11/07/2022

INTERLOCAL AGREEMENT C 22-11-1015 PROPOSED MEDICAL EXAMINER FACILITY

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-1-

INTERLOCAL AGREEMENT PROPOSED MEDICAL EXAMINER FACILITY

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Inst. # 3003406

Bic: 3360 9g: 2578 Pages: 1 of 19
Recorded on:2/23/2023 10:06 AM Doc: AGR
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$163.00

NOW THEREFORE, in consideration of the mutual advantages afforded to the Parties, the Trustees, the Counties, and the ME agree as follows:

- 1. <u>General.</u> This Agreement is entered into pursuant to Section 163.01, Fla. Stat., the Florida Interlocal Cooperation Act.
- 2. Recitals. These Parties adopt and ratify those matters set forth in the foregoing recitals.
- 3. Lease of Trustees' Property. The Trustees agree:
 - a. To expeditiously negotiate a long-term lease of the Property with the Counties and ME of not less than 30 years with a 30-year renewal option.
 - b. The proposed lease shall be a separate document executed by all Parties.
 - c. The proposed lease shall include an annual rental fee of \$1.
 - d. The proposed lease shall provide that the New Improvements become the Trustee's facilities at end of the agreed upon lease term or upon the abandonment of the use of the Property and New Improvements by the ME and the Counties (the "Non-Trustees Parties").
 - e. To share with the Non-Trustees Parties all available property surveys, explorations, assessments, and reports pertaining to the Property.
 - f. The State of Florida Building Code and the Florida Fire Prevention Code apply to the new medical examiner's office on the Property. St. Lucie County shall coordinate with the City of Fort Pierce and/or the Trustees on the approval mechanism for the new medical examiner's office, as the property is located within the jurisdiction of the City and on the property of the Trustees. To the extent applicable, the Parties agree to request that the applicable agencies waive impact fees as allowable by local ordinance or state law.

4. Budgets and Contract Administration.

a. Phased Approach and Overall Design

- The Non-Trustees agree that the design of the New Improvements shall proceed using a phased approach.
- ii. Phase 1 shall be a Space Needs Analysis, which shall examine the ME's space needs, provide conceptual planning for the medical examiner's office and its related site improvements, and provide cost estimates.

- iii. Phase 2 shall be preparing Preliminary and Final Construction Plans, Technical Specifications, and refined cost estimates for the New Improvements and obtaining permits needed to construct the New Improvements.
- iv. Phase 3 shall be overseeing the construction of the New Improvements.
- v. The Non-Trustees Parties agree that each of the Non-Trustee Parties will review the building plans and St. Lucie County ("St. Lucie") will oversee the site permitting and construction of the New Improvements, including inspections, following the State of Florida building Code as provided herein.
- St. Lucie, for the benefit of the Non-Trustees Parties, shall competitively procure an architect reasonably satisfactory to the Non-Trustees Parties (the "Architect") in accordance with Florida Law and St. Lucie's Procurement Policy. The Architect shall be responsible for, inter alia, (1) developing a Space Needs Analysis for the New Improvements (Phase 1); (2) developing Preliminary Construction plans and Technical Specifications for the New Improvements; (3) preparing Final Construction Plans, Technical Specifications, and Bid Documents; (4) obtaining all permits, other than building permits, needed to construct the New Improvements (items (2) through (4) collectively referred to as Phase 2); (5) assisting the Counties in evaluating the qualifications of potential bidders; (6) providing construction and contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (items (5) through (7) collectively referred to as Phase 3). The Non-Trustees Parties shall participate in the procurement process for the selection of the Architect. The Architects' proposals will be reviewed by a five-member selection committee with one member appointed by the each of the Non-Trustees Parties ("Selection Committee"). The Selection Committee shall select and rank at least three (3) Architects from the proposals submitted.
- vii. Upon selection of the Architect, the Non-Trustees Parties agree that St. Lucie shall be the contracting agency and shall be responsible for administration of the Contract with the Architect. St. Lucie shall execute a contract with the selected Architect (the "Architect's Contract") with terms as required by Section 287.055 (5) and (6) Fla. Stat. The Non-Trustees Parties shall be named as third-party beneficiaries in the Architect's Contract. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages, and specifications as required by St. Lucie, and the Non-Trustees Parties shall be designated as named insureds on all applicable policies. St. Lucie, through its Board of County Commissioners, shall have final approval

rights to the Architect's Contract; however, such rights are limited to whether the Architect's Contract terms are fair, competitive, and reasonable.

- viii. The Counties agree to support requesting state and federal funding to assist in funding the cost of the Space Needs Analysis. To the extent state and federal funding is not received or to the extent funding is received but a funding shortfall exists, the Counties agree to fund the Space Needs Analysis based on a formula in which the ratio of the number of autopsies performed for each County in the previous year (A) to the number of autopsies performed in the four counties in the previous year (B) is weighted by 50 percent, and the ratio of the number of deaths in each county in the previous year (C) to the total number of deaths in the four counties in the previous year (D) is weighted by 50 percent. The formula is expressed as (A/B x 0.5) + (C/D x 0.5) = respective County's share of expenses.
 - ix. Subject to the terms of the Agreement, the Counties agree to fund the Space Needs Analysis (to the extent funding is required from the Counties), the Preliminary and Final Construction Plans and Technical Specifications, and the construction of the New Improvements based on the County share calculation formula set out above for 2021 as follows:

St. Lucie	46.11%
Indian River	24.36%
Martin	22.42%
Okeechobee	7.11%

- x. St. Lucie shall invoice the other Counties for the cost of the approved Space Needs Analysis, the Preliminary and Final Construction Plans and Technical Specifications, and the construction of the New Improvements based on the County share calculation formula set out above. The other Counties shall pay St. Lucie per the Local Government Prompt Payment Act.
- xi. The County Administrator of each County, or his or her designee, shall be the point of contact for matters related to the New Improvements Construction Budget, as defined herein, and for change orders requiring Non-Trustees Parties' approval.

b. Phase 1 Space Needs Analysis

i. Upon completion of the Architect selection process, the top-selected Architect shall submit a scope of services and cost proposal to St. Lucie for the Space Need Analysis and cost estimates ("Analysis"). The cost of the Analysis will be determined during scope of work negotiations with the

top-selected Architect. St. Lucie shall provide copies of the Analysis proposal to each of the Non-Trustees Parties. Each of the Non-Trustees Parties shall have thirty (30) days to review the proposal and to provide written approval, requests for changes, or disapproval. In the event one or more of the Non-Trustees Parties requests changes or provides disapproval of the Analysis proposal, the Non-Trustees Parties agree to meet to negotiate an Analysis scope of services and cost proposal that is acceptable to all the Non-Trustees Parties. If the Non-Trustees Parties do not request changes or provide disapproval of the Analysis proposal, the proposal shall be deemed approved.

 Should the negotiation with the top-selected Architect fail, the Selection Committee shall repeat the negotiation process with the subsequently ranked firm(s).

c. Phase 2 Design Components

- Upon the completion of the final Space Needs Analysis, the Non-Trustees i. Parties will be provided for approval an estimated cost to prepare the Final Construction Plans, Technical Specifications, and refined cost estimates and to obtain all required permits from the appropriate jurisdictional agencies ("Phase 2 Design Components"). Upon approval of the final Space Needs Analysis and the estimated cost of the Phase 2 Design Components, the Architect shall submit a scope and cost proposal to St. Lucie for the Phase 2 Design Components. St. Lucie shall provide copies of the Phase 2 Design Components scope/cost proposal to each of the Non-Trustees Parties. Each of the Non-Trustees Parties shall have thirty (30) days to review the proposal and to provide written approval, requests for changes, or disapproval. In the event one or more of the Non-Trustees Parties requests changes or provides disapproval of the Phase 2 Design Components proposal, the Non-Trustees Parties agree to meet to negotiate an Analysis scope of services and cost proposal that is acceptable to all the Non-Trustees Parties. If the Non-Trustees Parties do not request changes or provide disapproval of the Phase 2 Design Components proposal, the proposal shall be deemed approved.
- ii. Upon approval by the Non-Trustees Parties on a Phase 2 Design Components scope/cost from the Architect, St. Lucie shall authorize the Architect to proceed with the Phase 2 Design Components. The Non-Trustees Parties will review the Preliminary and Final Construction Plans, Technical Specifications, and refined cost estimates at each milestone for progress plan submittals negotiated as part of the Architect's approved

Phase 2 scope of services. The Non-Trustees Parties shall have thirty (30) days to perform full reviews of each milestone for progress plan submittals.

iii. St. Lucie will cooperate in good faith to assist Architect in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

d. Phase 3 Construction

- i. Upon the completion of the Phase 2 Design Improvements and the approval of the final Phase 2 Design Components by the jurisdictional agencies for site planning, the Non-Trustees Parties will be provided for approval an estimated cost to construct the New Improvements (the "New Improvements Construction Budget").
- ii. Staff from the Counties shall discuss options to fund the New Improvements Construction Budget. Those options shall include state or federal funding, a County funding its share through that County's budget, a County funding its share through the issuance of bonds by that County, or the Counties agreeing through a separate interlocal agreement that one of the Counties will issue bonds (the "New Improvement Bonds") that would be used to finance the New Improvements Construction Budget and would be supported by each County's pledge to pay its share of the debts service (based on the County share calculation percentage) from a covenant to budget and appropriate or otherwise as determined by each County.
- iii. Nothing in this Agreement shall obligate the Counties to provide funding for the construction of the New Improvements in excess of the approved New Improvements Construction Budget. The approved New Improvements Construction Budget shall be used to fund the New Improvements only and for no other purpose.
- iv. Upon approval of the New Improvements Construction Budget, St. Lucie, for the benefit of the Non-Trustees Parties, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida Law and St. Lucie's Procurement Policy, competitively procure a contractor (the "Contractor") for the construction of the New Improvements in accordance with the approved Phase 2 Design Components (the "Work"). The Selection Committee shall review the qualifications of the contractors' submitted bids/proposals and shall recommend the selection of a contractor. St. Lucie shall execute a

Construction Contract with the selected contractor including terms that are fair, competitive, and reasonable and the terms set forth below, with the selected contractor.

- v. The Construction Contract shall, *inter alia*, include each of the following requirements related to all work under the Construction Contract:
 - 1. the furnishing of a public construction bond in a form consistent with Section 255.05, Fla. Stat., with St. Lucie named as co-obligee;
 - retainage in an amount acceptable to St. Lucie for the Work, until the Completion of the Work (including a retainage of 5% of the total value of the construction contract) and required at 50% completion as set forth in Section 255.078, Fla. Stat.;
 - payment by the Contractor of liquidated damages for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion;
 - 4. a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum, by no later than the Required Completion Date;
 - the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to St. Lucie;
 - the provision of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to St. Lucie, with the Counties as a named insured;
 - 7. the Counties shall be named as a third-party beneficiary in the Construction Contract.

5. New Improvements.

a. Phase 1 Space Needs Analysis

i. The Architect shall be provided an estimated forty-five (45) days from receiving its Notice to Proceed to complete the draft Space Needs Analysis.

- ii. Upon completion of the draft Space Needs Analysis, the Architect shall prepare and deliver the draft Space Needs Analysis to the Non-Trustees The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the draft Space Needs Analysis within which to review and to provide written approval, request for changes, or disapproval the draft Space Needs Analysis. None of the Non-Trustees Parties shall unreasonably Trustees Parties request changes or disapproves the draft Space Needs Analysis, that Non-Trustees Party shall state its grounds for the requested changes or disapproval in reasonably written detail. In the event one or more of the Non-Trustees Parties requests changes or disapproves of the draft Space Needs Analysis, then all the Non-Trustees Parties agree to meet as expeditiously as possible and attempt to address the requested changes or to resolve the grounds for disapproval. If the Non-Trustees Parties do not provide written requests for changes or disapproval within such thirty (30) day period, the draft Space Needs Analysis shall be deemed approved.
- iii. The Architect shall be provided an estimated twenty-one (21) days from receiving its approval of the draft Analysis to complete the final Space Needs Analysis.
- iv. Upon completion of the final Space Needs Analysis, the Architect shall furnish a copy of the final Analysis to the Non-Trustees Parties. The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the final Space Needs Analysis within which to review and to provide written approval, request for changes, or disapproval of the final Space Needs Analysis. None of the Non-Trustees Parties shall unreasonably withhold its consent to the final Space Needs Analysis except to the extent the final Space Needs Analysis are materially inconsistent with the draft Space Needs Analysis. If any of the Non-Trustees Parties requests changes or disapproves of the final Space Needs Analysis, that Non-Trustees Party shall state its grounds for the one or more of the Non-Trustees Parties requests changes or disapproves of the final Space Needs Analysis, then all the Non-Trustees Parties agree to meet as expeditiously as possible and attempt to address the requested changes or to resolve the grounds for disapproval. If the Non-Trustees Parties do not provide written requests for changes or disapproval within such thirty (30) day period, the final Space Needs Analysis Study shall be deemed approved.

b. Phase 2 Design Components

i. The Architect shall be provided an estimated thirty (30)___ days from

receiving its Notice to Proceed to complete the preliminary Phase 2 Schematic Design Components.

- Upon completion of the Phase 2 Schematic Design Components in ii. accordance with the approved Space Needs Analysis, the Architect shall prepare and deliver the Phase 2 Schematic Design Components to the Non-Trustees Parties. The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the Phase 2 Schematic Design Components within which to review and to provide written approval, request for changes, or disapproval of the y Phase 2 Schematic Design Components. None of the Non-Trustees Parties shall unreasonably withhold its consent to the Phase 2 Schematic Design Components except to the extent the Phase 2 Schematic Design Components are materially inconsistent with the final Space Needs Analysis. If any of the Non-Trustees Parties requests changes or disapproves of the Phase 2 Schematic Design Components, that Non-Trustees Party shall state its grounds for the requested changes or disapproval reasonably written detail. If the Non-Trustees Parties do not provide written requests for changes or disapproval within such thirty (30) day period, the Phase 2 Schematic Design Components shall be deemed approved.
- iii. The Architect shall be provided an estimated sixty (60) days from receiving its approval of the preliminary Phase 2 Schematic Design Components to complete the Phase 2 Design Development Components.
- Upon completion of the Phase 2 Design Development Components in accordance with the approved Phase 2 Schematic Design Components, the Architect shall prepare and deliver the preliminary Phase 2 Design Development Components to the Non-Trustees Parties. The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the Phase 2 Design Development Components within which to review and to provide written approval, request for changes, or disapproval of the preliminary Phase 2 Design Development Components. None of the Non-Trustees Parties shall unreasonably withhold its consent to the Phase 2 Design Development Components except to the extent the Phase 2 Design Development Components are materially inconsistent with the Phase 2 Schematic Design Components. If any of the Non-Trustees Parties requests changes or disapproves of the Phase 2 Design Development Components, that Non-Trustees Party shall state its grounds for the requested changes or disapproval reasonably written detail. If the Non-Trustees Parties do not provide written requests for changes or disapproval within such thirty (30) day period, the preliminary Phase 2 Design Components shall be deemed

approved.

v. The Architect shall be provided an estimated thirty (30) days from receiving its approval of the Phase 2 Design Development Components to complete the Phase 2 (50%) Design Construction Documents Components.

vi.

- Upon completion of the Phase 2 (50%) Design Construction Documents vii. Components in accordance with the approved Phase 2 Design Development Components, the Architect shall prepare and deliver the Phase 2 (50%) Design Construction Documents Components to the Non-Trustees Parties. The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the Phase 2 (50%) Design Construction Documents Components within which to review and to provide written approval, request for changes, or disapproval of the Phase 2 (50%) Design Construction None of the Non-Trustees Parties shall Documents Components. unreasonably withhold its consent to the Phase 2 (50%) Design Construction Documents Components except to the extent the Phase 2 50% Design Construction Documents Components are materially inconsistent with the Phase 2 Design Development Components. If any of the Non-Trustees Parties requests changes or disapproves of the Phase 2 (50%) Design Construction Documents Components, that Non-Trustees Party shall state its grounds for the requested changes or disapproval reasonably written If the Non-Trustees Parties do not provide written requests for detail. changes or disapproval within such thirty (30) day period, the Phase 2 (50%) Design Construction Documents Components shall be deemed approved.
 - viii. The Architect shall be provided an estimated forty-five (45) days from receiving its approval of the Phase 2 (50%) Design Construction Documents Components to complete the Phase 2 (100%) Design Construction Documents Components.

ix.

x. Upon completion of the Phase 2 (100%) Design Construction Documents Components in accordance with the approved Phase 2 (50%) Design Construction Documents Components, the Architect shall prepare and deliver the Phase 2 (100%) Design Construction Documents Components to the Non-Trustees Parties. The Non-Trustees Parties shall have a period of thirty (30) days from delivery of the Phase 2 (100%) Design Construction Documents Components within which to review and to provide written approval, request

for changes, or disapproval of the Phase 2 (100%) Design Construction Documents Components. None of the Non-Trustees Parties shall unreasonably withhold its consent to the Phase 2 (100%) Design Construction Documents Components except to the extent the Phase 2 (100%) Design Construction Documents Components are materially inconsistent with the Phase 2 (50%) Design Construction Documents Components. If any of the Non-Trustees Parties requests changes or disapproves of the Phase 2 (100%) Design Construction Documents Components, that Non-Trustees Party shall state its grounds for the requested changes or disapproval reasonably written detail. If the Non-Trustees Parties do not provide written requests for changes or disapproval within such thirty (30) day period, the Phase 2 (100%) Design Construction Documents Components shall be deemed approved.

i. The Architect shall be provided an estimated thirty (30) days from receiving its approval of the Phase 2 (100%) Design Construction Documents Components to address/correct any approval comments to the Phase 2 (100%) Design Construction Documents Components.

ii.

iii.

c. Phase 3 Construction

- i. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, St. Lucie shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.
- ii. There shall be no change to the Phase 2 Design Components, except pursuant to an Authorized Change Order. As used in this Agreement, an "Authorized Change Order" shall mean a written instrument initiated and prepared by the Contractor and signed by St. Lucie and the Architect stating their agreement of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the New Improvements Construction Budget, if any. All change orders initiated by the Contractor in excess of \$20,000 shall be provided to the Non-Trustees Parties by St. Lucie for review and approval prior to being executed by St. Lucie. The Non-Trustees Parties have five (5) business days to approve or disapprove the change order. St. Lucie shall

have a period of ten (10) business days following receipt of a request to approve a change order within which to review and approve same. If St. Lucie fails to respond within such ten (10) business day period after the receipt of the proposed change order, then such proposed change order shall be deemed approved provided, however, in no event shall the Counties be obligated to pay any costs associated with change orders in the event such costs cause the costs to exceed the New Improvements Construction Budget without a separate written consent from the Counties identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by a County's failure to object to a change order. St. Lucie shall have the absolute right to deny any change order request that would cause the New Improvements Construction Budget to be exceeded.

- iii. The New Improvements Construction Budget shall be subject to increase only as a consequence of Authorized Change Orders (as defined herein), to the extent such Authorized Change Orders actually increase the New Improvements Construction Budget; provided, however, that the Counties obligations shall be limited to the New Improvements Construction Budget as may be amended.
- iv. The Non-Trustees Parties shall have the right to monitor the construction progress of the New Improvements at all times and to attend project progress meetings and shall be authorized to access the Property to perform site visits, provided that the Counties shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by St. Lucie except in an emergency situation.

6. Miscellaneous Provisions.

- a. Any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed, by all parties, and attached to the original.
- b. This Agreement shall be binding on the Parties hereto, their successor and assigns when permitted.
- c. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.
- d. This Agreement shall be filed with the Clerks of the Circuit Court of Indian River

County, Martin County, Okeechobee County and St. Lucie County, Florida, prior to its effectiveness.

e. The Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Court of Indian River County, Martin County, Okeechobee County, and St. Lucie County, Florida.

B. NOTICE.

All notices or communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO IRSC:

With a copy to:

Vice President of Financial Services and CFO 3209 Virginia Avenue Fort Pierce, Florida 34982

IF TO MEDICAL EXAMINER:

With a copy to:

Medical Examiner for District 19, Florida 2500 South 35th Street Fort Pierce, Florida 34981

IF TO COUNTIES:

With a copy to:

St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982

Indian River County Administrator 1801 27th Street, Building A Vero Beach, Florida 32960

Martin County Administrator 2401 S.E. Monterey Road Stuart, Florida 34996

Okeechobee County Administrator 304 Northwest Second Street Okeechobee, Florida 34972

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the dates stated below. This Agreement may be executed in

11/07/2022

-14-

WITNESS:

(SEAL)

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

BY: Until

Date: 11/15/22

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

GENERAL COUNSE

Clerk

n Dadlau

(SEAL)

BOARD OF COUNTY COMMISSIONERS

INDIAN RIVER COUNTY, FLORIDA

Chair, Board of County

Commissioners

Date: November 22, 2022

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Edward V. Ciampi, Chairman

Board of County Commissioners

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Clerk

JERALD D. BRYANT, CLERK

(SEAL)

BOARD OF COUNTY COMMISSIONERS OKEECHOBEE COUNTY, FLORIDA

Chair, Board of County

Commissioners

Date: 11/22/2022

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney

Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY, FLORIDA

Wice Chair, Board of County

Commissioners

Date: 1//15/

APPROVED AS TO FORM AND

CORRECTNESS:

County Attorney

WITNESS:

Motary Public (and Seal)

MEDICAL EXAMINER DISTRICT 19, FLORIDA

By: Patri Que mo

Date: 12-7-2022

KIMBERLY ANN CARROLL
Commission # HH 260427
Expires August 30, 2026

AGENDA ITEM NO. 16e DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC: Florida Power & Light Contract with Indian River State College for the 2025 IRSC Annual Fire Brigade Requalification Training

Almual Fire Brigade Requalification Training	
REGULAR AGENDA OR COMMITTEE : Regular Agenda - Co	onsent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: The contract for services will provide non-credit Fire Brigade Requaremployees of Florida Power & Light. The agreement includes seven consisting of 24 hours of Fire Brigade +HAZMAT training.	
<u>ALTERNATIVE(S)</u> : Allow the existing agreement to expire	
FOR CONTRACTS: 1. TERM: Through 2/6/26 2. FISCAL IMPACT: Approximate Revenue - \$77,490.00 3. TERMINATION TERMS: Upon written notice PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Stephanie Etter	DATE: 7/21/25
BOARD ACTION:	DATE: 8/26/25

Contract Release

Execution Date 7/21/25

Printed 7/21/25

Page 1

Florida Power & Light

Contract

Mail Invoice To:

Invoice Processing Department

FPL/PSL

6451 S. Ocean Drive

NAMS-PSL-INVOICES@NEE.COM

JENSEN BEACH

FL

34957

Vendor:

DISTRICT BOARD OF TRUSTEES INDIAN R

3209 VIRGINIA AVE

FORT PIERCE FL 34981

Please Direct Inquiries To:

KELLY A DENNIS

Kelly.Dennis@fpl.com

Title SOURCING SPCLST II

Phone/Alternate Phone:

561-691-2751

Fax

Work Location:

Florida Power & Light Company

St. Lucie Plant

6501 S. Ocean Drive

JENSEN BEACH FL 34957

Title

2025 IRSC ANNUAL FIRE BRIGADE REQUALIFICATION TRAINING

Contract Value

Total Value	\$ 77,490.00 USD	** NOT TO EXCEED) **
Pricing Method	MULTIPLE PRICE STRUCTURE		
Contract Type	SERVICE	Start Date	10/20/25
Project		End Date	2/6/26

Contract Release

Execution Date 7/21/25

Printed 7/21/25

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Florida Power & Light

Contract

Signatures

Vendor Authorized Signature	Kelly Dennis Authorized Signature
Printed Name/Title	<u>Kelly Dennis</u> Printed Name/Title
Date Signed Phone	07/21/2025 561-691-2751 Date Signed Phone

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	FPLSERV	010		Y	FLORIDA SERVICE NUCSUPP 101819 STANDARD
	PAYMENT 4	000	S	Υ	PAYMENT TERMS
	PO FPL TAX	000		Υ	PURSERV
	PO SIGNATURE	011		Υ	ELECTRONIC SIGNATURES

Key Contacts

Role	CO COORD/STR	Contact Name	WILLIAM V ZUPPE
Phone/Fax	772-467-7069	Company Name	FPL
Email	William.Zuppe@fpl.c om		
Role	VND REP	Contact Name	STEPHANIE ETTER
Phone/Fax	772-336-6258	Company Name	IRSC
Email	setter@irsc.edu		

Scope of Work

USE/PURPOSE:

=========

Contract Release

Execution Date 7/21/25

Printed 7/21/25

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Florida Power & Light

Contract

Scope of Work

This Purchase Document between Florida Power & Light Company, St. Lucie Nuclear Site ("Purchaser"), and the vendor identified in the Vendor section on Page 1 of this Purchase Contract Document ("Supplier" or "Vendor"). This document serves as the Supplier's authority to perform the work specified in the Description of Work outlined below.

COMPANY REPRESENTATIVES:

All Work shall be subject to the approval and acceptance of the Purchaser Company Representative.

The Purchaser Company Representative/Contract Coordinator is William Zuppe at phone number: 772-467-7069, and email: William.Zuppe@fpl.com.

The Supplier Company Representative is Stephanie Etter at phone number: 772-336-6258, and email: setter@irsc.edu.

DESCRIPTION OF WORK:

This Purchase Contract is your authorization to perform the following services for the St. Lucie Nuclear Plant, located at 6501 South Ocean Drive, Jensen Beach, FL, 34957:

7 refresher trainings each composed of the 24-Hour Continuing Education for Fire Brigade Regualification and Hazmat Training.

The following clarifications shall apply to this contract:

Access to the protected area of the plant will be by escort only. Picture ID and Social Security number must be provided for each escorted person. All work in accordance with Florida Power & Light Company policies and procedures.

TERMS AND CONDITIONS:

Contract Release

Execution Date 7/21/25

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Contract

Scope of Work

Florida Power & Light

All Work provided under this Purchase Contract shall be in accordance with the attached:

--- Purchaser Standard Terms and Conditions for Services (Florida Work) (Rev. 8.03.2023)

--- Nuclear Supplemental Conditions for Services Ordered for Purchaser Nuclear Facilities (Rev. 10.18.2019)

Any alternative, different, or additional terms and conditions referenced by Supplier in any Supplier proposal, quotation, or the like, or in subsequent Supplier correspondence are rejected and will not become part of this Purchase Contract.

PRICING/COMPENSATION:

Pricing shall be based on a fixed cost basis, not to exceed the amount of \$77,490.00.

Unit pricing is \$11,070.00 per training session.

7 refresher trainings to be scheduled between Purchaser Company Representative and Supplier Company Representative.

Total Pricing: \$77,490.00.

The Supplier shall not invoice for an amount exceeding the Contract price without a signed Change Order issued by the Purchaser's Company Representative.

All pricing shall remain firm for the duration of the Contract. TERM:

The schedule shall be in accordance with the Performance Period listed above.

Contract Release

Execution Date 7/21/25

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Contract

Scope of Work

Upon receipt of this Purchase Document, Supplier Company Representative shall contact Purchaser Company Representative to finalize schedule for Supplier's performance of Work meeting Purchaser schedule requirements. **INVOICING INSTRUCTIONS:**

Please submit a .pdf invoice to the following email for payment:

NAMS-PSL-INVOICES@NEE.COM

Florida Power & Light

Do not issue invoice until service is rendered.

Invoices shall be submitted referencing the applicable Contract number. Altered invoices and invoices over the not-to-exceed value of the Contract will not be processed.

Invoice must itemize charge(s) with supporting documentation for all applicable billing rates and any other costs authorized by this Contract. Documentation for travel, lodging and meals shall include the destinations, dates and names of the individuals involved. Failure to comply may result in Invoice Processing delays at the expense of the Supplier.

OUT-OF-SCOPE WORK INSTRUCTIONS:

Changes in the scope of this Contract will be performed only upon receipt of a Contract Amendment authorized by the Contracts Department, Integrated Supply Chain - Nuclear.

ACKNOWLEDGEMENT:

Supplier is required to countersign this Purchase Document and return it to the named Contract Agent prior to commencing Work. Supplier's execution and/or commencement of Work shall indicate Supplier's acknowledgement and

Contract Release

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Florida Power & Light

Contract

Scope of Work

agreement of this document, its attachments, and references. Failure to return this acknowledgment could result in payment of your invoices being delayed.

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

Please return acknowledgement within five (5) working days via email to the following: Kelly.Dennis@FPL.com

ATTACHMENTS:

- --- Purchaser Standard Terms and Conditions for Services (Florida Work) (Rev. 8.03.2023)
- --- Nuclear Supplemental Conditions for Services Ordered for Purchaser Nuclear Facilities (Rev. 10.18.2019)

Terms and Conditions - Text

Facility		Standard	FPLSERV
Revision	010	Description	FLORIDA SERVICE NUCSUPP 101819 STANDARD 8/3/2023

FLORIDA WORK Services (FPLSERV)

GOVERNING TERMS AND CONDITIONS

Contract ID 02484589

Contract Release

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Florida Power & Light

Contract

Terms and Conditions - Text

Facility		Standard	FPLSERV
Revision	010	Description	FLORIDA SERVICE NUCSUPP 101819 STANDARD 8/3/2023

In addition to other documents that may be referenced in this Purchase Document, the following terms and conditions are incorporated herein by reference and shall govern the Work performed pursuant to this Purchase Document. Any exhibits and attachments referenced or included with each of the following documents are also incorporated with the applicable document.

- 1) Nuclear Supplemental Conditions for Services Performed at or for Purchaser Nuclear Facilities, Rev. 10/18/2019;
- 2) Purchaser Standard Terms and Conditions for Services,

Rev. 08/03/2023 (Florida Work)

Facility		Standard	PAYMENT 4
Revision	000	Description	PAYMENT TERMS
Payment 1	erms: Net 45 days		
Facility		Standard	PO FPL TAX
Revision	000	Description	PURSERV

Tax S&P: 6% -FL GENERAL SALES TAX RATE PLUS ANY APPLICABLE SURTAX PURCHASER WILL SUBMIT THE APPROPRIATE SALES/ USE TAX FOR THIS PURCHASE ORDER TO THE STATE OF FLORIDA-DEPARTMENT OF REVENUE. COPY OF FPL's DIRECT PAY PERMIT AUTHORITY IS AVAILABLE UPON REQUEST.

Facility		Standard	PO SIGNATURE
Revision	011	Description	ELECTRONIC SIGNATURES

Contract ID 02484589

Contract Release

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Florida Power & Light

Contract

Terms and Conditions - Text

Facility		Standard	PO SIGNATURE
Revision	011	Description	ELECTRONIC SIGNATURES

ELECTRONIC SIGNATURES

Either party hereto may choose to transmit its order, release, or acknowledgment documents electronically by EDI, email, or facsimile (fax). The parties agree that any such document transmitted via EDI, email, or fax will be considered original and signed by a party when received electronically by the other party. Neither party will contest the validity or enforceability of such documents based upon their electronic delivery or signature.

* * * End of Contract * * *

THESE NUCLEAR SUPPLEMENTAL CONDITIONS, WHEN REFERENCED BY A PURCHASE DOCUMENT, ARE EXPRESSLY INTENDED BY THE PARTIES TO AUGMENT, SUPPLEMENT, AND MODIFY THE BASE TERMS. THESE PROVISIONS FORM PART OF THE CONTRACT AND AFFECT THE OBLIGATIONS, RIGHTS, AND REMEDIES OF THE PARTIES. IN THE EVENT OF A CONFLICT BETWEEN THESE NUCLEAR SUPPLEMENTAL CONDITIONS AND ANY OTHER SUPPLEMENTAL CONDITIONS INCORPORATED INTO THE CONTRACT, THESE NUCLEAR SUPPLEMENTAL CONDITIONS SHALL CONTROL.

- Section 1 "DEFINITIONS" of the Base Terms is hereby amended by the addition of the following defined terms:
 - 1.22 AA/FFD: Means "Access Authorization/Fitness for Duty."
 - Access Authorization: The policies, processes, and procedures (including the elements of consent, self-disclosure, suitability inquiry, drug and 1.23 alcohol testing elements, being subject to a behavioral observation program, and training as set forth in 10 CFR Part 26, 10 CFR § 73.56, and NRC implementing guidance) that individuals have satisfactorily completed all required elements, have been evaluated by a licensee reviewing official. and have received a favorable determination relative to the individual's trustworthiness, reliability and fitness-for-duty such that the individual is provided the physical means to gain unescorted access to the protected area.
 - Act: The Atomic Energy Act of 1954, as amended, also known as the Price-Anderson Act. 1.24
 - ACX: Has the meaning set forth in Section 42.1.4. 1.25
 - 1.26 Base Terms: The governing terms and conditions referenced in the Purchase Document, which may be titled, but are not strictly limited to, PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES. Specific section references of the Base Terms, set forth in these Nuclear Supplemental Conditions, shall be adjusted, mutatis mutandis, if a document other than the PURCHASER STANDARD TERMS AND CONDITIONS FOR SERVICES is used instead.
 - 1.27 Contract Coordinator: Has the same meaning as Company Representative (as defined in Section 1.3 of the Base Terms).
 - 1.28 Critical Digital Asset or CDA: A digital computer, communication system, asset or network owned or operated by Purchaser, its affiliates or subcontractors that is: (i) a component of a critical system (which includes, without limitation, assets that (a) perform safety, security and/or emergence preparedness functions or (b) provide support to, protect, or provide a pathway to Critical System(s)); or (ii) a support system asset whose failure or compromise as the result of or in connection with a cyber-attack has the capability of causing an adverse effect or impact to a safety, security or an emergency preparedness function, which includes, without limitation, system assets that may impact reactivity (e.g., by causing a reactor trip or transient).
 - 1.29 Critical System: A system or network owned or operated by Purchaser, its affiliates or subcontractors that is associated with or provides: (i) safetyrelated functions; (ii) important-to-safety functions; (iii) security functions; (iv) emergency preparedness functions, including, without limitation, offsite communications; or (v) support systems and equipment which, if compromised, has the capability of causing an adverse effect or impact to a safety, security, or emergency preparedness function.
 - Deemed Export: Has the meaning set forth in Section 24.14. 1.30
 - Discrimination Claim: means any claim against Supplier or Purchaser alleging a violation of Discrimination Law. 1.31
 - Discrimination Laws: means Section 211 of the ERA and 10 CFR §50.7, which prohibit discrimination against workers for engaging in certain 1.32 protected activities set forth in the ERA and regulations promulgated thereunder and any other applicable law prohibiting HIRD for engaging in Protected Activity.
 - 1.33 ECP: Has the meaning set forth in Section 37.1.
 - FME: Means the requirements and practices for excluding foreign material from equipment as more particularly described in Section 43.0. 1.34
 - 1.35 General Licensed Radioactive Material or General Licensed Radioactive Equipment: Materials or equipment lawfully held in accordance with a general license, issued to the holder by the NRC, for activities related to the construction, maintenance, operation, and decommissioning of a Plant.
 - 1.36 HIRD: means harassment, intimidation, retaliation and discrimination.
 - 1.37 Quality Assurance Program: Written policies, procedures, and instructions applied to the design, fabrication, construction and testing of the structures, systems, and components of a nuclear plant, as required by 10 CFR Part 50, Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants, whether implemented by Purchaser, Supplier, or a third-party.
 - **NANTeL**: Has the meaning set forth in Section 42.2.1. 1.38
 - 1.39 NRC: The United States Nuclear Regulatory Commission, together with any and all of its branches, divisions, or agencies.
 - Nuclear Energy Hazard: Means the radioactive, toxic, explosive, or other hazardous properties of Nuclear Material. 1.40
 - 1.41 Nuclear Material: Means one or more of the "byproduct material," "source material," or "special nuclear material," each as defined in the Act.
 - Nuclear Safety or Quality Concern: Has the meaning set forth in Section 37.2. 1.42
 - Nuclear Supplemental Conditions: These Nuclear Supplemental Conditions for Services Ordered for Purchaser Nuclear Facilities that are 1.43 comprised of Sections A through M.
 - Nuclear Technology: Has the meaning set forth in Section 24.14. 1 44
 - 1.45 Part 810: Has the meaning set forth in Section 24.14.
 - PAT: Has the meaning set forth in Section 42.2.1. 1.46
 - 1.47 Personnel: means, with respect to a person, such person and such person's employees, agents, secondees, independent Suppliers (excluding the other Party), representatives, invitees, subcontractor, vendors and its agents', independent Suppliers', representatives', invitees', subcontractor', and vendors' respective employees, agents, secondees, personnel, representatives, invitees, subcontractor, vendors or independent Suppliers.
 - 1.48 Personnel Action: means, any of the following adverse actions proposed to be taken for a contract worker in connection with actions or work completed at an FPL/NEE Nuclear Location; (f) disciplinary actions resulting in unpaid suspensions or Terminations, (ii) denial of access for a contract worker having current unescorted access authorization or involuntary removal from the protected area or owner controlled area, (iii) involuntary demotions, including a change in work assignment that actually or potentially involves a demotion, (iv) a departure from the FPL/NEE nuclear location where a contract worker identifies a concern during out-processing (including through ECP), (v) early contract termination affecting contract workers, or (vi) unplanned reductions in force.
 - Plant: The nuclear-powered electric power plant owned and operated by Purchaser. 1.49
 - PMD Policy: Has the meaning set forth in Section 40.7. 1.50
 - 1.51 Portable and Mobile Device or PMD: Devices capable of and generally intended to be used for storing and/or transporting information in electronic format, which may include, without limitation, laptops, floppy disks, USB drives, portable hard drives, tablets and CDs/DVDs.

 Protected Activity: means an activity for which the NRC, Department of Labor (OSHA) or another governmental agency provides protection against
 - 1.52 retaliation to those employees who engage in such activities including, but not limited to, activities in which an individuals
 - Notifies Supplier or Purchaser (including through ECP) of an alleged violation of NRC requirements.
 - Raises any concern to Supplier or Purchaser or any local, state, or federal agency related to nuclear safety, quality, security, or the 1.52.2
 - Refuses to engage in a practice that is unlawful pursuant to the ERA or the Atomic Energy Act of 1954, or that would impose a risk to 1.52.3 public or personnel health and safety.

- Provides information to, or testifies before Congress, or at any Federal or State proceeding, regarding any provision of the Energy Reorganization Act of 1974, or the Atomic Energy Act of 1954.
- 1.52.5 Provides the NRC with information about possible violations of Supplier or Purchaser's procedures or NRC requirements.
- 1.52.6 Requests NRC action.
- 1.52.7 Testifies in any NRC or Department of Labor (DOL) proceeding.
- 1.52.8 Commences or participates in a proceeding under Article 211 of the ERA.
- 1.52.9 Notifies the Supplier or Purchaser (including through ECP) or the NRC of an alleged nuclear safety, security, environment, or quality concern.
- 1.52.10 Identifies and communicates a concern to the Supplier or Purchaser (including through ECP), the NRC, or a state or federal agency about a discrepancy or issue over which the NRC exercises regulatory authority.
- 1.53 Radiation Emitting Device: A device that contains, uses, or depends upon Radioactive Material, or otherwise emits radiation.
- 1.54 Radioactive Material: Any material that emits radiation as a result of the spontaneous, natural, atomic decay.
- 1.55 RCA: Has the meaning set forth in Section 42.9.2.
- 1.56 RWT: Has the meaning set forth in Section 42.2.1.
- 1.57 <u>Safeguards Material</u>: Means either or both SGI and SGI-M.
- 1.58 SCWE: Has the meaning set forth in Section 42.6.1.
- 1.59 SGI: Has the meaning as set forth in Section 42.8.1.
- 1.60 SGI-M: Has the meaning as set forth in Section 42.8.1.
- Software Quality Assurance Procedures: Supplier's process, documentation and procedures, for the development of software products, that are intended to ensure the software conforms to established requirements and that, at a minimum, details Supplier and its Subcontractor's virus protection, patch management, authentication requirements and secure internet connections including disposition of approved/disapproved software requirements with respect to Supplier and its Subcontractors' software, firmware and/or hardware products that will require physical or electronic access to Purchaser, its affiliate or subcontractor's digital assets.
- 1.62 <u>Subcontractor</u>: means, any person or entity with whom Supplier has entered into any subcontract, purchase order, or other agreement for such person or entity to perform any part of the Work or to provide any materials, equipment or supplies to or on behalf of Supplier in connection with the Work (including any person or entity at any tier with whom any Subcontractor has further subcontracted any part of the Work).
- B. Section 2 "SCOPE OF WORK" of the Base Terms is hereby amended by the addition of the following Sections 2.12-2.14:
 - 2.12 All potential scope change or delay claims by Supplier must conform to the instructions set forth in Exhibit 5, POTENTIAL SCOPE CHANGE / DELAY NOTICE. Scope change or delay claims not submitted in accordance with these instructions will not be considered.
 - Work which is nuclear safety related, and all associated Quality Assurance Program requirements and restrictions, shall be specified in the Purchase Document or subsequent release(s).
 - 2.14 If progress of the Work is such that Purchaser has reasonable grounds for insecurity that the Work will not be completed in accordance with the schedule(s), Supplier shall, as approved by Purchaser, utilize overtime or other means as required to overcome the effects of lack of progress at Supplier's expense.
- C. Section 8 "WARRANTY" of the Base Terms is hereby amended by the deletion of Section 8.2 and its being replaced with the following:
 - 8.2 If any failure to meet the foregoing warranty, or any additional warranties or performance guarantees as may be specified elsewhere in the Contract, occurs or is discovered during the performance of the Work or within two (2) refueling cycles after acceptance of the Work by Purchaser (or such longer period of time as may be stated elsewhere in the Contract), Supplier shall immediately Cure all materials, equipment or Work (including, if Supplier provided installation services as part of the original scope of Work, then payment for labor associated with such Cure inclusive of disassembly, removal, replacement and reinstallation charges) affected by such failure at Supplier's sole cost and expense. Supplier shall reimburse Purchaser for costs directly incurred by Purchaser as a result of reliance by Purchaser on Work that fails to meet such warranties. Work so Cured shall be warranted for an additional period of eighteen (18) months (or such longer period of time as may be stated elsewhere in the Contract), following completion of the Cure. Notwithstanding the above, there shall be no time limitations on Supplier's warranty of free and clear title.
- D. Section 24 "COMPLIANCE WITH LAWS, RULES AND REGULATIONS" of the Base Terms is hereby amended by the addition of the following Sections 24.11 24.16.
 - Supplier shall provide those businesses, professional and occupational permits and licenses which Supplier or any of its Subcontractors or any of their personnel requires to carry on its business and shall otherwise comply with all applicable permits in the performance of the Work. Supplier shall defend, indemnify, and hold Purchaser Entities harmless on an after-tax basis from and against any penalties, fines or other amounts (including any interest thereon) assessed against one or more of the Purchaser Entities by a governmental authority as a result of Supplier's (or its Subcontractor's or any of their personnel's) failure to comply with applicable permits in its performance of the Work, and all costs and expenses (including court costs and attorney's fees) incurred by one of more of the Purchaser Entities in connection therewith.
 - Supplier must comply with the requirements of 10 CFR § 50.7, Section 211 of the Energy Reorganization Act of 1974, as amended ("Section 211"), and the NRC Policy Statement, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation".
 - Supplier shall also have a procedure for promptly notifying Purchaser of any complaint or allegation of harassment, intimidation, retaliation, or termination of employment by any of Supplier's current or former employees or contractors which alleges that the employee engaged in protected activity, and is, in any way, related to Supplier's performance of the Work. The notification requirement of this Section 24.13 shall include, but is not limited to:, (i) any complaint alleging a violation of Section 211; and (ii) any allegation of whistleblower discrimination by Supplier filed with a federal, state or country court, or any federal, state or local agency, by any of Supplier's current or former employees or contractors which in any way relates to Supplier's performance of the Work. Suppliers and its Subcontractors shall not impose conditions in any settlement agreements resulting from any such claim or allegation, or any other agreement affecting employment that would prohibit, restrict, or otherwise discourage the alleging current or former employee or contractor from providing the NRC with information regarding potential violations or hazardous conditions.
 - Supplier shall comply with all U.S. laws and regulations, including, but not limited to, U.S. Department of Energy regulations on "Assistance to Foreign Atomic Energy Activities," as codified at 10 C.F.R. Part 810 ("Part 810"), and other U.S. export control laws and regulations, that prohibit, without first securing a license or authorization from the U.S. Government, the export or re-export, including the release within the United States to certain individuals who are not U.S. citizens or U.S. permanent resident aliens ("Deemed Export"), of certain controlled technology including, but not limited to, information concerning the design, fabrication, construction, operation and maintenance of Purchaser's nuclear reactors, related components and subsystems, and other items subject to restriction pursuant to the U.S. export control laws and regulations (collectively, "Nuclear Technology").

- Supplier shall obtain any export license, permit or government authorization from the applicable U.S. government agencies that may be required for the exports, re-exports and Deemed Exports of any Controlled Technology, including but not limited to Deemed Exports, that may occur as a result of Supplier's retransfer of Controlled Technology to third parties or Supplier's use of persons who are not U.S. citizens or U.S. permanent resident aliens to perform the Work.
- 24.16 In addition, upon Purchaser's request, Supplier shall provide Purchaser with verification of Supplier's compliance with Sections 24.14 and 24.15 consisting of: (i) copies of export licenses, permits, or authorizations granted by the applicable U.S. government agencies; (ii) Supplier personnel citizenship verification information; and (iii) any other relevant documentation that Purchaser might reasonably request. The obligations of Supplier under this Section 24.16 shall survive any termination, expiration or discharge of any other contract obligations.
- E. Section 33 "NON-SOLICITATION" of the Base Terms is hereby amended by the addition of the following at the end of the section.

In addition to the requirements of Section 33.0 of the Base Terms, Supplier shall not, without the prior written consent of the Executive Vice President and Chief Nuclear Officer of the Nuclear Division of Purchaser Entities, employ or otherwise engage any former employee of any Purchaser Entity for any assignment involved in the Work under the Contract unless the former employee has had a break in service from employment with any Purchaser Entity for a period of at least twelve (12) consecutive months. In the event of a breach of the previous sentence, upon written notification and request including identification of the former employee, Supplier shall have the right to reassign the former employee to work unrelated to Work under the Contract.

F. A new Section 37 entitled "EMPLOYEE CONCERNS PROGRAM" is hereby added at the end of the Base Terms and will include the following:

37. EMPLOYEE CONCERNS PROGRAM:

- Purchaser has established an Employee Concerns Program ("<u>ECP</u>") to identify and to investigate nuclear safety and quality related concerns. Supplier shall comply with all aspects of the ECP and with the following requirements:
 - 37.1.1 Supplier shall inform all of its employees performing Work assignments at Purchaser's jobsites of the opportunity for an exit interview at the appropriate ECP offices prior to departure. ECP may conduct an interview by mail.
 - 37.1.2 Supplier shall provide ECP investigators unfettered access to records and staff.
 - 37.1.3 Supplier shall provide notice within two (2) business days to Purchaser ECP representative at the applicable jobsite of any Nuclear Safety or Quality Concern relating to the scope of Work submitted to an employee concerns program maintained by Supplier.
- For purposes of the Contract, "Nuclear Safety or Quality Concern" means a concern that alleges a problem with the design, operation, safety, maintenance, and/or construction of Purchaser nuclear plants that could adversely affect the safe operation of the plants, or the ability of their systems, structures or components to perform required safety functions, and concerns associated with intimidation, harassment, discrimination or retaliation based on engaging in protected activities. Examples of such concerns include:
 - 37.2.1 Perception that a failure, malfunction, deficiency, or deviation in material or equipment exists or has occurred;
 - 37.2.2 Perception that an error in design, construction, analysis or fabrication exists or has occurred;
 - 37.2.3 Perception that a personnel error, procedural violation or inadequacy exists or has occurred;
 - 37.2.4 Perception that a program is lacking or deficient and may result in a condition that is adverse to quality or in a nonconforming condition;
 - 37.2.5 Perception that a policy exists which may result in a condition that is adverse to quality or in a nonconforming condition; and
 - 37.2.6 Belief that the actions of an individual may have resulted in a condition that is adverse to quality or in a nonconforming condition. This includes actions that are perceived to result in a negative impact on the safety conscious work environment in the workplace, inappropriate production focus over quality, or an environment of harassment or intimidation that affects the open and free flow of information and ideas.
- 37.3 Supplier shall provide information to the Purchaser ECP representative regarding investigation and resolution of any concerns reported as described above upon request.
- G. A new Section 38 entitled "NUCLEAR INSURANCE AND INDEMNIFICATION" is hereby added at the end of the Base Terms and will include the following terms:

38. NUCLEAR INSURANCE AND INDEMNIFICATION

- As long the Plant has any license issued by the Commission that includes as a condition that the licensee have and maintain financial protection in accordance with Section 170 of the Atomic Energy Act of 1954, as amended (and including the definitions in Section 11 thereof) ("Section 170"), Purchaser has and will maintain in effect, at no cost to Seller: (i) nuclear hazards liability insurance in such form and such amount as will meet the primary financial protection requirements of the Commission, as provided in Section 170; (ii) private liability insurance available under the industry retrospective rating plan as provided in Section 170, if required by the Commission; and, (iii) an indemnification agreement with the Commission as provided in Section 170 and 10 C.F.R. Part 140.
- Purchaser shall indemnify, defend and hold Seller harmless from judgments or settlement of claims or suits for any nuclear damage, precautionary evacuation as defined in Section 170, workers claims for nuclear damage or injury, and any other loss or nuclear damage resulting from or connected with Seller's performance or nonperformance under this agreement to the extent required by Section 170 and under its indemnification agreement with the Commission.
- H. A new Section 39 entitled "SAFETY CONSCIOUS WORK ENVIRONMENT AND PROHIBITION ON DISCRIMINATION" is hereby added at the end of the Base Terms and will include the following terms:

39. SAFETY CONSCIOUS WORK ENVIRONMENT AND PROHIBITION ON DISCRIMINATION

- 39.1 **SCWE**. Purchaser is committed to safe plant operation and to maintaining a safety-conscious work environment ("SCWE") in which Supplier Personnel feel free to raise safety concerns, to Purchaser, Supplier, and to the NRC, without fear of HIRD. Purchaser may periodically survey Supplier Personnel with respect to SCWE. Supplier Personnel shall promptly report a concern representing an imminent or significant nuclear or industrial safety risk to personnel, plant or public to the Site's control room.
- Discrimination Law. Supplier shall be, and shall cause its Subcontractor to be, familiar with and comply with Discrimination Laws. Additionally, Supplier shall be, and shall cause its Subcontractor to be, familiar with and comply with NRC expectations for maintaining a SCWE as reflected in the NRC's Policy Statement entitled, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation," 61 Fed. Reg. 24336 and the NRC Regulatory Issue Summary 05-018, "Guidance for Establishing and Maintaining a Safety Conscious Work Environment," (August 25, 2005). Supplier also shall, and shall cause its Subcontractor to, ensure that none of its policies or agreements affecting the terms, conditions, and privileges of employment (including, but not limited to, any agreement to settle a complaint under Section 211 of the ERA, 10 C.F.R. §50.7, or any Discrimination Law with respect to any Supplier Personnel performing Work) contain any provision that would prohibit, restrict, or otherwise discourage such Supplier Personnel from participating in any Protected Activity, including raising safety concerns to Supplier, Subcontractor, Purchaser or the NRC.

- 39.3 **ECP.** Prior to initiation of Work at the Site, Supplier shall notify Purchaser's ECP Coordinator or his designee of its contact person with respect to ECP matters. Supplier Personnel on Site shall have access to the Purchaser's ECP, as set forth in procedure NA-AA-200-1000, *Employee Concerns Program*; provided, that, prior to initiation of Work by Supplier Personnel at the Site, the Parties may agree that an ECP shall be provided by the Supplier. If an ECP is to be provided by Supplier, the Supplier shall provide to Purchaser's ECP Coordinator or his designee:
 - 39.3.1 copies of the Supplier's policies and procedures for cultivating and maintaining a SCWE and prohibiting HIRD against Supplier Personnel for engaging in Protected Activity and other terms of its ECP policies and procedures; and
 - 39.3.2 the Supplier's plan and schedule for notifying Supplier Personnel performing work at the Site that they are encouraged to raise any concerns they might have and the available paths through which to raise such concerns, including ECP; and prompt notification of any material modification to the Supplier's ECP.

39.4 Personnel Action Review Board.

- Supplier shall, and shall require its Subcontractor to, notify the Purchaser's Representative promptly, but prior to, taking Personnel Action. Such notification shall include the basis for Personnel Action and the results of the Supplier's investigation into the relevant facts and circumstances giving rise to such action. If termination or suspension of Supplier Personnel is recommended by Supplier, Site access for such affected Supplier Personnel shall be suspended prior to any decision. Purchaser will review the proposed action in accordance with Procedure LI-AA-102-003 Personnel Action Review Board, to provide a peer check intended to:
 - 39.4.1.1 ensure all facts are fully developed and understood prior to implementing proposed Personnel Action;
 - 39.4.1.2 such facts are evaluated to ensure the proposed Personnel Action does not violate Discrimination Law and is consistent, fair and objective to foster trust among individuals and work groups on Site; and
 - 39.4.1.3 ensure any adverse impact of any Personnel Action on the Site's SCWE is minimized.
- 39.4.2 Purchaser will promptly advise Supplier or its Subcontractor with respect to such evaluation. However, at all times relevant, the final decision with respect to Personnel Action regarding Supplier Personnel rests with Supplier or its Subcontractor. Purchaser's abovementioned "peer check" is advisory in nature only.

39.5 Discrimination Claims.

- 39.5.1 Supplier shall, or shall cause its Subcontractor to, promptly notify the Purchaser's ECP Coordinator or Managing Counsel, Nuclear of any Discrimination Claim regardless of the manner in which or time that Supplier becomes aware of such matter. Supplier shall provide the Discrimination Claim and any related information to the Purchaser's ECP Coordinator or Managing Counsel, Nuclear while limiting the disclosure of any information that is either privileged or subject to an employee's privacy rights if Supplier or its Subcontractor has been advised by legal counsel that such privilege or rights will be lost or violated notwithstanding WCNOC has been requested to, and has agreed, to implement reasonable precautions.
- 39.5.2 Supplier shall, or shall cause its Subcontractor to, ensure that a prompt, thorough and independent investigation occurs of any such Discrimination Claim. Without prejudice to (i) above, Supplier shall, or shall cause its Subcontractor to, provide the Purchaser's ECP Coordinator, Managing Counsel, Nuclear or his or her designee with:
 - 39.5.2.1 its plan of investigation, including its basis for concluding the investigator is independent and has the necessary qualifications to perform such investigation;
 - 39.5.2.2 periodic reports of the status of the investigation conducted by the Supplier or its Subcontractor;
 - 39.5.2.3 any actions taken in response to any such concern, report, allegation or complaint;
 - 39.5.2.4 a copy of its investigation report; and
 - 39.5.2.5 upon request, any supporting documentation.
- 39.5.3 In conducting such investigation, Supplier shall, or shall cause its Subcontractor to, take proper precautions to protect confidentiality and the identity of individuals participating in any investigations. Without prejudice to (i) above, Supplier shall, or shall cause its Subcontractor to, cooperate fully with Purchaser in any Purchaser investigation of any such Discrimination Claim.
- 39.6 **Breach.** Any breach of this Article 73.0 shall be deemed to be a material breach of the Contract Documents. Supplier shall indemnify Purchaser for any damages resulting from such breech in accordance with Article 15 (Indemnity) of the Base Terms.
- I. The Base Terms hereby amended by the addition of the following Exhibits:

EXHIBITS

- Exhibit 1 INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS
- Exhibit 2 PROCEDURE NO. AD-AA-101-1004 WORK HOUR CONTROLS
- Exhibit 3 PROCEDURE NO. MA-AA-101-1000 FOREIGN MATERIAL EXCLUSION
- Exhibit 4 PURCHASER SAFEGUARDS INFORMATION INCIDENT REPORT FORM AND INSTRUCTIONS
- Exhibit 5 POTENTIAL SCOPE CHANGE / DELAY NOTICE
- Exhibit 6 WORK IN CONTROLLED RADIATION AREAS
- Exhibit 7 PROCEDURE NO. TR-AA-100 FLEET SUPPLEMENTAL PERSONNEL TRAINING REQUIREMENTS

THE FOLLOWING PROVISIONS SHALL ONLY BE APPLICABLE AND OPERATIVE AS NEW SECTIONS TO THE BASE TERMS ONLY IF WORK (INCLUDING CURE) IS PERFORMED BY SUPPLIER AT PURCHASER'S JOBSITE OR ANY MATERIALS, GOODS, OR EQUIPMENT ARE DELIVERED BY SUPPLIER OR SUPPLIER'S SUBCONTRACTORS TO PURCHASER'S JOBSITE AND SUCH WORK THAT IS NOT OTHERWISE SUBJECT TO A SEPARATE SET OF TERMS AND CONDITIONS FOR MATERIALS.

- J. If applicable, a new Section 40 entitled "CYBER SECURITY" is hereby added at the end of the Base Terms and will include the following:
 - 40.0 CYBER SECURITY:
 - Supplier acknowledges and understands that Supplier's and its Subcontractors' compliance with the requirements of this Section 40.1 is essential to Purchaser's maintenance of its cyber security program at the jobsite. Accordingly, Supplier further acknowledges that agrees that Supplier's and/or its Subcontractors' failure to comply with the requirements of this Section 40.1 shall automatically be deemed a material event of default under the Contract and cause for termination in accordance with Section 22.0 of the Base Terms.
 - 40.2 To the extent the scope of Work requires Supplier, its employees, Subcontractor or Subcontractor employees access, whether physically or remotely, to a digital computer, communication system, asset or network owned or operated by Purchaser, its affiliates or subcontractors, Supplier shall (and shall cause its Subcontractors to) comply with the requirements of all applicable laws, rules and regulations related thereto, which includes, without limitation, 10 CFR § 73.54 and 10 CFR § 73.55, as the same may be amended or modified from time to time.
 - Supplier shall and shall cause its Subcontractors' personnel to review and comply with Purchaser's cyber security program (as more particularly described in Purchaser Procedure No. IM-AA-102, as the same may be revised from time to time) related policies and relevant procedures (collectively, the "Cyber Security Program"). Upon request, Purchaser shall provide Supplier a copy of the Cyber Security Program.

- 40.4 Prior to commencement of the Work and anytime thereafter, Supplier shall submit a request to the Company Representative if physical or electronic access to digital assets is required to perform the Work.
- 40.5 Prior to the commencement of the Work and anytime thereafter, if Supplier determines that physical or electronic access to Purchaser's digital assets is required to perform the Work, Supplier shall provide Purchaser with a copy of Supplier's Software Quality Assurance Procedures, which such Software Quality Assurance Procedures shall be subject to Purchaser's approval. Notwithstanding the foregoing, Purchaser's approval of Supplier's Quality Assurance Procedures shall not impact, diminish, excuse or otherwise impact Supplier and its Subcontractor's obligations under this Section 40.0.
- 40.6 If requested by Purchaser, Supplier must demonstrate to Purchaser's satisfaction a method of secure transfer and storage of information and code, with a minimum of 256 byte encryption, while performing Work or otherwise accessing Purchaser Confidential Information, whether at the jobsite or at any other site or location other than the jobsite.
- The use at a Purchaser jobsite of any Supplier-provided Portable and Mobile Devices is discouraged. However, if Supplier or its Subcontractors 40.7 intend to physically or electronically access or connect to digital assets using any Portable and Mobile Device, Supplier shall (and shall cause its Subcontractors to) comply with the quidelines set forth in Purchaser's Procedure No. IM-AA-102-1007 (as may be revised from time-to-time), Cyber Security Controls for Portable and Mobile Devices and IM Standard USB ("PMD Policy"). Purchaser recommends Supplier load any software required for performance of Supplier's Work on Purchaser-provided devices that are controlled under the PMD Policy. In addition to other obligations, conditions and requirements set forth in this Section 40 if any Supplier employee or Subcontractor employee desires Purchaser grant, for his or her PMD, the ability to interface with any Purchaser component, or to access the Purchaser network or Intranet, such person (i) must provide the Company Representative with no less than seventy-two (72) hours written notice prior to the anticipated commencement of the Work and (ii) must provide Purchaser administrative access to such PMD to allow Purchaser to perform a full security scan of the PMD. Notwithstanding anything contained herein to the contrary, Purchaser reserves the right in its sole discretion to deny any Supplier employee or Subcontractor employee access to Purchaser's network or Intranet for any reason whatsoever. Should Supplier desire access to Purchaser's network or Intranet, Supplier shall (and shall cause its Subcontractors to) ensure adequate time is allocated for the performance of such scans when planning and scheduling Supplier's Work. SUPPLIER HEREBY WAIVES ANY RIGHT TO SEEK AND COST OR SCHEDULE RELIEF IN CONNECTION WITH ITS PERFORMANCE OF THE WORK AS A RESULT OF OR IN CONNECTION THE TIME NECESSARY FOR PURCHASER TO PERFORM A SCAN OF ANY SUPPLIER EMPLOYEE OR SUBCONTRACTOR EMPLOYEE PMD. Further, all PMDs shall be subject to review by the Purchaser jobsite Information Management group prior to use on Purchaser equipment.
- 40.8 The Supplier must ensure new Critical Digit Assets (CDAs) incorporate and comply with applicable currents security controls as stated in Purchaser's Procedure No. IM-AA-203 (as may be revised from time-to-time), Cyber Security Process. No wireless technology is allowed on the
- K. If applicable, a new Section 41 entitled "HEALTH & SAFETY" is hereby added at the end of the Base Terms and will include the following:

41.0 HEALTH & SAFETY:

- Except where otherwise permitted by applicable law or Purchaser policy, the possession, introduction or the attempted introduction onto Purchaser premises of any firearm, weapon, weapon components, ammunition (or a projectile that can be shot from a weapon), explosives, incendiary device, hazardous chemical, poison or biological agent, or any other material or device that can cause severe harm to persons or property, is prohibited. Possession shall include, without limitation: (1) On the Supplier's person; (2) In the Supplier's belongings; (3) In the Supplier's locker or work station; (4) Any other location on Purchaser premises where the Supplier can access the prohibited item. For the purposes of this Section 41.0 Purchaser premises shall include, without limitation: (1) Any Purchaser facility or work area; (2) Any Purchaser-owned or leased vehicle at any time, or (3) A Supplier's personal vehicle while engaged in Purchaser business or activities. It is the responsibility of each Supplier entering Purchaser premises to ensure that prior to such entry, a Supplier employee is not carrying any of the aforementioned prohibited items. The possession, introduction or attempted introduction of the above mentioned prohibited items onto Purchaser premises shall constitute a breach of this Contract and shall result in the immediate removal of the Supplier from Purchaser premises and may subject the Supplier to sanctions up to and including termination of the
- L. If applicable, a new Section 42 entitled "TERMS FOR WORK PERFORMED ON SITE" is hereby added at the end of the Base Terms and will include the following:

42.0 TERMS FOR WORK PERFORMED ON SITE:

- 42.1 Access Authorization, Fitness For Duty, and Training:
 - 42.1.1 Individuals performing Work within the protected area of Purchaser nuclear power plants must obtain unescorted access. To be granted such access, Supplier and its personnel must comply with the requirements of 10 CFR § 73.56, 10 CFR § 73.57, 10 CFR Part 26, NEI 03-01 (current revision), and the current version of Exhibit 1, INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS.
 - 42.1.1.1 Supplier shall not invoice/charge/bill Purchaser for time, expenses and/or costs for Supplier personnel associated with any training or qualification activities performed on-site by Purchaser personnel for which training content and evaluation tools exist on NANTeL or EPRI standard task evaluations (STEs) exist.
 - 42.1.1.2 Supplier shall not invoice/charge/bill Purchaser for time, expenses and/or costs for Supplier personnel associated with any training or qualification activities performed on-site by Purchaser personnel for any requirement in Exhibit 7, TR-AA-100, FLEET SUPPLEMENTAL PERSONNEL TRAINING REQUIREMENTS
 - 42.1.1.3 There shall be NO reimbursement to Supplier for any individual who fails to successfully complete the access processing requirements for any reason, including but not limited to failure to complete training requirements. Furthermore, any costs incurred due to removal or replacement of any of Supplier's Personnel for failure to comply with laws, rules and regulations shall be at Supplier's sole cost and expense. This shall include in-processing time (productive and nonproductive), travel and living expenses, background investigation costs, drug and alcohol testing, fingerprinting and Minnesota Multiphase Personality Inventory costs associated with the removed Personnel and the personnel being brought in to replace Supplier's Personnel. Additionally, Purchaser in its sole discretion may invoice Supplier for all reasonable costs and expenses incurred by Purchaser as a result of any failure of Supplier personnel who fails to successfully complete the access processing requirements for any reason, and Supplier agrees the promptly pay any such costs.
 - 42.1.1.4 Any costs incurred due to removal or replacement of any of Supplier's personnel for failure to comply with Section 24.0 of the Base Terms shall be at Supplier's sole cost and expense. This shall include background investigation costs drug and alcohol testing, fingerprinting and psychological testing costs associated with the removed personnel and the personnel being brought in to replace Supplier's personnel. Purchaser is responsible to the NRC for maintaining an effective fitness-for-duty program in accordance with NRC regulations; and duly authorized representatives of the NRC may inspect, copy, or take away copies of any of licensee's or Supplier's documents, records, and reports related to implementation of the

licensee's, or Supplier's fitness-for-duty program under the scope of the contracted activities. Successful completion of personnel training described In Exhibit 1, INSTRUCTIONS FOR UNESCORTED ACCESS TO PURCHASER NUCLEAR PLANTS, is required. For fixed price contracts or Purchase Documents Supplier shall pay the costs incurred by Supplier or its Subcontractors for personnel who appear at Purchaser's jobsite to participate in Purchaser's jobsite in-processing requirements in order to gain access to the jobsite to perform the Work.

- Jobsite access must be immediately deactivated for all badged Supplier employees whose services have been terminated or suspended. Immediate notification to the site AA/FFD supervisor or designee may be accomplished through Turkey Point telephone (305) 246-7171, (305) 246-7129 or (305) 246-6147; St. Lucie telephone (772) 467-7003 or (772) 467-7336; Seabrook telephone (603) 773-7040 or (603) 773-7881; Duane Arnold telephone (319) 851-7355 or (319) 851-7329; Point Beach telephone (920) 755-7756 or (920) 755-7786. Failure to notify site security to immediately deactivate site access of terminated or suspended employees will result in, at a minimum, a loggable event. As outlined in Section 42.3, Supplier shall pay to Purchaser liquidated damages for failing to comply.
- 42.1.3 Immediate notification to the site AA/FFD supervisor or designee must also be made if a badged Supplier or Subcontractor is arrested or has not been under the observation of a supervisor within the last thirty (30) calendar days. Failure to do so may result in the assessment of monetary damages as outlined in Section 42.3. Supplier employees or Subcontractor employees that access the jobsite for a specific assignment period will have access terminated upon completion of their assignment.
- 42.1.4 Termination of access must be accomplished by utilizing the electronic, on-line access processing system ("ACX"). If the termination is deemed un-favorable or for-cause for any reason, the individual's supervisor or Supplier representative shall immediately notify the Purchaser Department Head, Manager or Supervisor and the site AA/FFD supervisor or designee of any incident or behavior that may have led to the unfavorable termination in order to enable the FFD Supervisor to make a proper access authorization determination.
- 42.1.5 In the event Supplier removes from the Work any of Supplier's or Subcontractor's personnel for any of the following reasons, Supplier shall immediately Notify the site AA/FFD supervisor, Fleet AA/FFD Program Manager or their respective designees with a follow-up in writing, as provided in Section 42.1.7:
 - 42.1.5.1 falsifications and misrepresentations;
 - 42.1.5.2 violation of company policy;
 - 42.1.5.3 violation of safety rules;
 - 42.1.5.4 violation of security rules;
 - 42.1.5.5 workplace violence or disciplinary problems;
 - 42.1.5.6 felony arrest; or
 - 2.1.5.7 any behavior that could adversely impact trustworthiness and reliability.
- 42.1.6 Supplier's written notification shall contain the following information: (i) name of Supplier's or Subcontractor's personnel removed; (ii) date of such removal; (iii) designation of reason or reasons for such removal limited to those reasons specified in Section 42.1.5; and, (iv) the name of Supplier's supervisor removing such personnel from the Work for such specified reason(s).
- 42.1.7 Supplier shall provide the Notice required by Section 42.1.5 immediately by facsimile or e-mail to:

[Supplier to Insert Purchaser Legal Name]

15430 Endeavor Road

Jupiter, FL 33478

Attn: David Bonthron, Access/Fitness for Duty Program Manager, NT3/JW

Facsimile: 561-805-2588 E-mail: david_bonthron@fpl.com Phone: 561-805-2595

42.1.8 Jobsite access must be immediately deactivated for all badged Supplier or Subcontractor employees whose services have been terminated or suspended. Suppliers that access the site for a specific assignment period will have access terminated upon completion of their assignment.

42.2 NANTeL:

- 42.2.1 Participation in the National Academy for Nuclear Training e-Learning ("NANTeL") system for portable qualifications is mandatory for all incoming personnel requiring unescorted access to any Purchaser nuclear facility. The NANTeL system will be utilized on a fleet wide basis for Plant Access Training ("PAT") and Radiation Worker Training ("RWT") and will also provide generic training for topics such as Human Performance Tools and Industrial Safety. All Supplier personnel must satisfactorily complete the necessary training prior to reporting to any Purchaser nuclear facility. Background screening and fitness for duty regulatory requirements for unescorted access are not affected by this process. Also, those Supplier personnel that provide services exclusively outside of the protected area of the Purchaser nuclear plant site are not affected by this process.
- 42.2.2 Supplier shall coordinate with Purchaser Training to qualify Supplier personnel as NANTeL system administrators (training and qualification as a system administrator to be provided by Purchaser) and as proctors (training and qualification to be obtained via NANTeL web-based training module for Suppliers). If Supplier does not have access to computer work stations set up to meet the minimum specifications required by NANTeL (these specifications are posted on the NANTeL website: www.nantel.org), access to NANTeL must be coordinated through Purchaser's Training Department. Suppliers with greater than 20 Supplier personnel to be trained shall provide a qualified system administrator and proctor to process the Supplier personnel at the Purchaser training facilities at Supplier's sole cost and expense. However, in all cases it is expected that actions will be put in place by Supplier to provide computer work stations to all Supplier personnel that meet the NANTeL system requirements.
- 42.2.3 If Supplier has any questions concerning this initiative or require additional information regarding accessing the NANTeL system, please contact the respective Purchaser Training department noted below (For the site training contact, see NANTeL for the lead administrator for the site.)

Duane Arnold Energy Center NextEra Energy Duane Arnold, LLC 3277 DAEC Road Palo, IA 52324 Point Beach Nuclear Plant NextEra Energy Point Beach, LLC 6590 Nuclear Road Two Rivers, WI 54241 Seabrook Station NextEra Energy Seabrook, LLC 626 Lafayette Road Seabrook, NH 03874

Florida Power & Light Co. Corporate Office 700 Universe Blvd Juno Beach, FL 33408 Turkey Point Plant Florida Power & Light Co. 9760 SW 344th Street Florida City, FL 33034 St. Lucie Plant Florida Power & Light Co. 6501 S. Ocean Drive Jensen Beach, FL 34957

42.3 Nuclear Site Administrative Charges:

42.3.1 In order to reduce the number of NRC violations and maximize personal safety, the following damages shall be assessed to Supplier as nuclear site administrative charges and not as a penalty for personnel who are directly responsible for the violations. These administrative charges shall be assessed per-occurrence and Supplier may receive more than one assessment for administrative charges per-occurrence.

42.3.1.1	Vital area doors left unsecured which are a recordable event:	\$ 500.00	
42.3.1.2	Vital area doors left unsecured which are a reportable event:	\$ 1,000.00	
42.3.1.3	Badging violations which are a recordable event:	\$ 500.00	
42.3.1.4	Badging violations which are a reportable event	\$ 1,000.00	
42.3.1.5	Fitness For Duty violations:	\$ 500.00	
42.3.1.6	Access authorization violations, including but not limited to:		
	Falsification, tampering, misrepresentation and theft:	\$ 500.00	
42.3.1.7	Supplier caused reactor trip:	\$ 10,000.00	
42.3.1.8	Keys left in unsecured vehicles within the Protected Area:	\$ 500.00	
42.3.1.9	Safe work practice violation:	\$ 1,500.00	
42.3.1.10	Violation of Overtime Guidelines:	\$ 1,000.00	
42.3.1.11	Supplier caused NRC violation:	\$ 5,000.00	
42.3.1.12	Environmental Violation:	\$ 1,000.00	
42.3.1.13	Program or Procedure violation:	\$ 500.00	
42.3.1.14	Failure to notify Purchaser and/or Nuclear Fleet Security		
	of Supplier personnel terminated for cause in accordance with terms		
	and conditions:	\$ 1,000.00	
42.3.1.15	Violation of Purchaser policy prohibiting firearms on Purchaser property:	\$ 1,500.00	

42.3.1.15 Violation of Purchaser policy prohibiting firearms on Purchaser property: \$ 1,500.00
 42.3.1.16 Failure to comply with Cleanliness Control/Foreign Material Exclusion requirements: \$ 1,500.00

42.3.2 Purchaser and Supplier have given consideration to the uncertainty of the amount of such damages and agree that the nuclear site administrative charges are reasonable in light of the anticipated harm to be caused to Purchaser by the events covered by the nuclear site administrative charges, Purchaser's difficulties of proof of loss, and the substantial inconvenience caused thereby to Purchaser. These nuclear site administrative charges shall neither relieve nor release Supplier from any of its obligations under the Contract, shall not be deemed a waiver of any rights of Purchaser to insist upon strict performance hereof or of any of Purchaser's rights or remedies under the Contract or by law, and shall not operate as a waiver of any of the provisions hereof.

42.4 Overtime Guidelines:

- 42.4.1 Supplier shall abide by the following overtime guidelines with respect to performance of any Work by Supplier's or Subcontractor's personnel performed at a jobsite unless modified by Purchaser's issuance of a Change Form.
 - With respect to performance of any Work by Supplier's personnel at a jobsite Supplier must comply with the requirements of 10 CFR Part 26 Subpart I, Section 26.205 for "Work Hours" (current revision at time of performance of such Work) and Purchaser procedures, including but not limited to Exhibit 2, PROCEDURE NO. AD-AA-101-1004 WORK HOUR CONTROLS.
 - 42.4.1.2 Supplier is responsible for providing to the Company Representative records, on a weekly basis, of work hours for individuals who are subject to the work hour controls in 10 CFR Part 26 Subpart I, Section 26.205, including start and stop times. Such records should be generally in the form set forth in Exhibit 2, PROCEDURE NO. AD-AA-101-1004 WORK HOUR CONTROLS.
 - 42.4.1.3 Decisions to exceed the overtime guidelines will only be made by Purchaser. Requests for exceptions to the above guidelines must be submitted to the Purchaser Site Technical Representative in accordance with Purchaser procedures and be authorized by a Purchaser Vice-President or designee prior to any guidelines being exceeded. It is the responsibility of Supplier to develop a process to document daily hours worked for all Supplier personnel, to prevent any violations. This process shall be in a format acceptable to Purchaser to ensure compliance.
- 42.4.2 Purchaser and Supplier agree that these overtime guidelines shall be subject to revision as necessary to reflect any new or revised overtime guidelines that may be instituted by the NRC. If such revision impacts the cost or schedule or any other Contract terms, Purchaser and Supplier shall negotiate an equitable adjustment.
- 42.5 Monthly Person-hours Verification:

No later than the fifth day of each month, Supplier shall report to the respective Site Industrial Safety Manager the total person-hours performed by Supplier and its Subcontractors at the plant site during the previous month.

- 42.6 Safety Conscious Work Environment:
 - 42.6.1 Supplier and Subcontractor actions are essential to the establishment and maintenance of a safety conscious work environment ("SCWE") on site. Supplier shall maintain an effective SCWE program to protect individuals against retaliation for raising safety concerns, and to ensure the free flow of safety information within Supplier's organization and at Purchaser's nuclear plants.
 - 42.6.2 Purchaser shall have the right to audit Supplier to ensure compliance with Section 211 of the ERA.
- 42.7 Nuclear Insurance and Indemnity:
 - 42.7.1 Purchaser shall, at its expense, maintain an agreement of indemnification and financial protection in such form and in such amount as will meet the financial protection requirements of the NRC pursuant to Section 170 of the Act.
 - 42.7.2 In the event that the Act expires, is repealed or the protection provided is reduced, Purchaser shall, without cost to Supplier, maintain in effect during the period of time Purchaser owns the Nuclear Facility, to the extent available on reasonable terms and customarily maintained by nuclear plant owners in the United States, contractual indemnity, limitation of liability and/or liability insurance in order to minimize impairment of the protection afforded Supplier as set forth above.
 - 42.7.3 To the extent permitted by applicable law, insurance procured in accordance with this Section 42.7 shall authorize Purchaser to waive all rights of subrogation that Purchaser's insurance carrier might exercise against Supplier.
- 42.8 Safeguards Material Protection:
 - Prior to being granted access to any Purchaser classified safeguards information ("SGI") or safeguards information modified handling ("SGI-M"), Supplier is required to either adopt the Purchaser SGI/SGI-M procedure or have a formal written Safeguards Material protection program, which has been reviewed and approved by Purchaser's Nuclear Security department. Supplier upon request shall allow Purchaser to conduct an on-site evaluation of the Supplier's SGI/SGI-M protection process. The Supplier's Safeguards Material protection procedure shall address the applicable requirements of Title 10 Code of Federal Regulations Part 73.21, Protection of Safeguards Information: Performance Requirements; Part 73.22, Protection of Safeguards Information: Specific Requirements; NUREG 0794, Protection of Unclassified Safeguards Information; a FBI criminal history records check using the procedures set forth in Part 73.57, Requirements for Criminal History Checks of Individuals Granted Unescorted Access to a Nuclear Power Facility or Access to Safeguards Information; and the Nuclear Regulatory Commission Generic Letter 87-10, Implementation of 10 CFR § 73.57,

Requirements for FBI Criminal History Checks. In addition, the procedure shall include provisions for (i) accountability and inventory control over each page of each document and electronic media type classified as SGI/SGI-M; and (ii) destruction of all SGI/SGI-M material, whether in hard copy or electronic / digital media. Any revisions or changes to Supplier's Safeguards Material protection procedures as applicable to the identification and control of SGI/SGI-M materials applicable to Purchaser Entities installations shall be reviewed and approved by Purchaser prior to implementation. However, Purchaser's approval of Supplier's Safeguards Material protection procedures shall not relieve Supplier of its responsibility to meet the requirements set forth herein. Supplier shall also require its Subcontractors to comply with the provisions of this Section 42.8.1.

42.8.2 Reporting of SGI Procedure or Process Violations - Supplier shall immediately notify Purchaser of any condition that may constitute a violation of (i) the requirements set forth in this Section 42.8.2, or (ii) Supplier's Safeguards Material Protection procedure. Such written notice shall be made by facsimile with immediate telephone confirmation (e-mail may be used as requested by Purchaser during telephone notification) to each Purchaser Entities facility affected by the violation, using Exhibit 4, PURCHASER SAFEGUARDS INFORMATION INCIDENT REPORT FORM AND INSTRUCTIONS. However, if facsimile use would delay Purchaser Entities notification, Supplier shall notify the affected Purchaser Entities facilities listed by the quickest method available and follow up as soon as possible with written confirmation of the violation details. However, and notwithstanding anything to the contrary under this Section 42.8, voicemail is not an acceptable notification method. Whenever information is transmitted, Supplier shall always immediately contact each affected Purchaser Entities site by telephone to confirm Purchaser Entities receipt of each written, facsimile, or email transmission. Receipts of violation information will be logged by Purchaser Entities at each station contacted. Timely notification of adverse conditions is required by NRC regulations.

Security Shift Supervisor	Facsimile	Phone	Alt Phone
St Lucie Nuclear Plant	772-467-7531	772-467-7005	772-465-3550 x3360
Turkey Point Nuclear Plant	305-246-7334	305-246-6074	305-246-6140
Seabrook Station	603-773-7011	603-775-8076	603-474-9521 x4239
Duane Arnold Energy Center	319-851-7380	319-851-7254	319-851-7241
Point Beach	920-755-6622	920-755-6275	

If no response or if unsure of which stations are affected, contact any station from above list Corporate Office (If no responses contact St Lucie Nuclear Plant)

Nuclear Fleet Security, 561/304-6202

Contaminated Equipment & Materials: 42 9 1

42.9

- Purchaser requires that Supplier's equipment be free from licensed radioactive contamination, unless otherwise stipulated in the Contract, prior to arrival at the jobsite. Equipment found at any time to be contaminated by Supplier shall be decontaminated and/or returned at Supplier's expense. Equipment which cannot be decontaminated to the free release standard will only be released if Supplier possesses a valid license to possess such contaminated material. Purchaser accepts no financial responsibility for contaminated Supplier equipment arriving at the jobsite. Supplier shall ensure that all of the clothing and personnel items of its employees and Subcontractor's employees shall not be contaminated. In the event that Purchaser detects contamination on Supplier/Subcontractor employees' clothing or personnel items, such items shall be confiscated and Supplier shall be responsible for reimbursement of any costs to the employees. In addition, all of Purchaser's costs incurred in the detection of and in the confiscation and disposition of contamination, including third party costs and overtime, shall be charged to Supplier. Further, Supplier shall indemnify and hold Purchaser Entities harmless for any costs or liabilities incurred as a result of Supplier's failure to comply with the requirements of this Section 42.9.1.
- 42.9.2 Purchaser shall not survey for radiological free release bulk material, containers or equipment that was used in the jobsite's Radiological Controlled Areas (the "RCA"). Such items shall be returned as Radioactive Material to Supplier or its designee. Exceptions to this policy will need to be contractually negotiated prior to the materials, containers or equipment entering the RCA. Prior to permitting any personnel to work in radiation controlled areas, Supplier shall satisfy the health physics requirements set forth in Exhibit 6, WORK IN CONTROLLED RADIATION AREAS, and all Plant procedures and regulations pertaining to health physics. Supplier shall provide radiation exposure limits, if requested by Purchaser, of personnel prior to the start of and during the performance of any Work.
- M. If applicable, a new Section 43 entitled "CLEANLINESS CONTROL/FOREIGN MATERIAL EXCLUSION" is hereby added at the end of the Base Terms and will include the following:

43.0 CLEANLINESS CONTROL/FOREIGN MATERIAL EXCLUSION:

- 43.1 The services to be supplied by Supplier under the Contract are important to the operation of a power plant facility. Supplier shall comply with all applicable foreign material exclusion requirements as stated in Exhibit 3, PROCEDURE MA-AA-101-1000 FOREIGN MATERIAL EXCLUSION, or Supplier's own FME procedure if approved for use by Purchaser. Foreign material exclusion requirements are implemented during all activities which open systems and equipment for maintenance or inspections, to ensure that all such activities are performed in a manner that will not introduce foreign material into the system or equipment. All workers and supervisors should complete the foreign material exclusion computer-based training program during site general access training. If not completing general access training, all Supplier personnel who will be on site shall complete a review of these requirements with the Company Representative prior to commencing Work.
- 43.2 Foreign material includes, but is not limited to, machine tailings, dirt, mill scale, weld splatter, residue, broken or loose parts, contaminants, or other foreign material that may (i) adversely affect the operation of the systems or equipment; or (ii) be introduced into interfacing equipment and systems. Other examples of foreign material include but are not limited to loose fasteners, debris resulting from machining or other manufacturing processes. and tags or labels used in the manufacturing process that are not permanently affixed to internals.
- Supplier is responsible for ensuring through inspection or other means that no foreign material or contaminants are present, including in internal 43.3 surfaces and cavities of the equipment, prior to systems and equipment delivery, installation and use.
- In addition to the above, measures shall be taken by Supplier to prevent foreign material from entering the work area, including installation of 43.4 protective devices such as caps, plugs, or covers as necessary. Protective devices shall be validated by Supplier for material compatibility to quarantee no adverse or detrimental impact to the systems or equipment provided (for example, protective devices containing halogens or heavy metals should not be used on stainless steel items).
- 43.5 Protective devices such as caps and plugs shall be clearly visible. Protective devices that have been painted over during production processes shall be replaced or otherwise be made clearly visible.
- 43.6 Supplier shall also take precautions to ensure foreign material is not introduced during packaging and shipping. If the goods are shipped with other parts (such as seals, gaskets, lubricants, mounting hardware), precautions should be taken to ensure smaller items cannot be introduced into openings or cavities of larger parts and equipment. Where appropriate, every item included with a shipment should be identified in the packing list or by other means. If desiccants or other preservatives are used to protect the good(s), the affected part or equipment shall be clearly labeled or tagged with information including the type of preservative, its location, and any special instructions pertaining to its removal prior to installation, and other applicable information such as quantity of desiccant packages.
- 43.7 Purchaser has the right to reject and return at Supplier's expense any item that fails to meet these requirements.

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AGENDA ITEM NO. 16f DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR *ACTION*

TOPIC : Indian River State College and University of Central Florida E Program Agreement	ngineering Articulated
REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consen	t
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: This is an articulation agreement between the college and the University of which entitles IRSC students to earn credits that will be transferable baccalaureate degree at UCF while they are in the process of con Engineering Common Program Prerequisite courses and earning an Asso IRSC. Students who successfully complete this AA and the Commo through this program will automatically be accepted into the engineering at UCF.	e toward an engineering appleting the appropriate ciate of Arts degree from n Program Prerequisites
ALTERNATIVE(S): N/A	
FOR CONTRACTS: 1. TERM: The agreement starts on the effective date of the last signa for a period of one (1) year with automatic renewal each year for a period, unless terminated by either party with sixty (60) days write	an additional one (1) year
2. FISCAL IMPACT: N/A	
3. TERMINATION TERMS: See above	
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Anthony Dribben / Dr. Heather Belmont	DATE: 7/1/25
BOARD ACTION:	DATE:

INDIAN RIVER STATE COLLEGE AND UNIVERSITY OF CENTRAL FLORIDA ENGINEERING ARTICULATED PROGRAM 2025-28 UCF ARTICULATED UNDERGRADUATE DEGREE REQUIREMENT

Title of Agreement

ARTICULATED ASSOCIATE IN ARTS AGREEMENT

Major(s)

ENGINEERING

College

COLLEGE OF ENGINEERING AND COMPUTER SCIENCE.

COLLEGE OF OPTICS AND PHOTONICS

Degree

BACHELOR OF SCIENCE

Limited Access

NO

INTRODUCTION

The Engineering Articulated Program (EAP) is an articulation agreement which entitles Indian River State College (IRSC) students to earn credits that will be transferrable toward an engineering baccalaureate degree at UCF while they are in the process of completing the appropriate Engineering Common Program Prerequisite (CPP) courses and earning an Associate in Arts, Engineering Track at IRSC. Indian River State College students who successfully complete this AA, Engineering Track and Common Program Prerequisites through this program are automatically accepted into the engineering program of their choice after being admitted to the University of Central Florida.

PROVISIONS

- A. To participate in the EAP, IRSC students must:
 - a. Officially select the EAP and the AA, Engineering track by consulting with a IRSC advisor.
 - b. Seek advisement from a qualified advisor for Engineering each semester before registering for classes
 - c. Have selected a specific engineering major by the completion of the first year of the AA, Engineering Track Curriculum; and
 - d. Graduate from IRSC with the AA degree with the sub plan Pre-Engineering
- B. Complete and earn a grade of C or better in all common program prerequisites listed below:
 - MAC 2311 Calculus I
 - MAC 2312 Calculus II
 - MAC 2313 Calculus III
 - MAP 2302 Differential Equations
 - CHM 1045 General Chemistry I & CHM1045L General Chemistry I Lab
 - PHY 2048 Physics with Calculus I & PHY 2048L Physics with Calculus I Lab
 - PHY 2049 Physics with Calculus II & PHY 2049L Physics with Calculus II Lab
- C. Complete lower-level engineering course: EGN 1002 Introduction to Engineering.

UCF B.S. REQUIREMENTS

To earn a UCF Engineering B.S. through E.A.P., the student must meet all the graduation requirements listed in the UCF Undergraduate Catalog for the appropriate catalog year. This catalog will include the following:

UCF Graduation Requirements

- A. General Education Program Requirement (completed as part of the AA)
- B. Common Program Prerequisites (completed to fulfill requirements of the Associate in Arts, Engineering Track at Indian River State College)
- C. Program Requirements
 - a. Students intending to pursue an Engineering major at UCF will be admitted to UCF as Engineering Pending in their specific discipline. Students in good academic standing will be advised to submit a Change of Major request to move from Engineering Pending into their specific discipline once MAC 2311, MAC 2312, PHY 2048, PHY 2048Lab, and an appropriate Chemistry course have been completed with "C" or better grades and posted to their UCF records.
 - b. Core Requirements: Basic Level (2 hours). The College of Engineering and Computer Science requires that all engineering students to achieve a minimum 2.25 GPA in completing these courses together with the core requirements listed in sections 3 and 4 below, and with the capstone requirements. Independent study courses do not satisfy major requirements
 - c. Core Requirements: Advanced Level (51)
 - d. Restricted Electives (variable)
 - e. Capstone Requirements (up to 6 hours) these courses are a capstone course experience to the engineering program and should be completed in the last two major semesters of study
- D. College/School Exit Requirements
 - a. Students must complete an exit survey
 - b. Computer competency is met by completion of the major
 - c. Resident Requirement: at least 24 semester hours of regularly scheduled 3000-5000 level courses taken from the College of Engineering and Computer Science at UCF
 - d. 18 of the 24 residency hours must be 4000-5000 level
- E. University Minimum Exit Requirements
 - a. 2.0 UCF GPA
 - b. 60 semester hours earned after CLEP awarded
 - c. 42 semester hours of upper-division credit completed except Aerospace Engineering which requires 48 semester hours of upper division credit
 - d. 30 of the last 39 hours of course work must be completed in residency at UCF
 - e. A maximum of 45 hours of extension, correspondence, CLEP, credit by exam, and Armed Forces credits permitted
 - f. Complete the General Education Program, the Gordon Rule, Civic Literacy and nine hours of summer credit (if applicable)

ADMISSION TO UCF AND THE COLLEGE OF ENGINEERING AND COMPUTER SCIENCE

Students who have completed their Associate of Arts, Engineering track at Indian River State College as described herein and maintain a 2.0 GPA (not counting grade forgiveness) in transfer work will be accepted to the UCF College of Engineering and Computer Science as either an engineering major (if grades of C (2.0) or better have been earned in MAC 2311, MAC 2312, PHY 2048C and CHM 2045C (or equivalent courses) or otherwise as an engineering pending major after being admitted to the

University of Central Florida.

FOREIGN LANGUAGE ADMISSION REQUIREMENT

Students who have not completed two units of the same language or American Sign Language in high school should complete a minimum of eight semester hours of college level foreign language or demonstrate proficiency at IRSC. Students admitted to UCF without completing this requirement must satisfy it prior to graduation from the University.

IMMUNIZATION

Students who matriculate at a state university are required to provide proof of immunization against Rubeola (measles) and Rubella (German measles) prior to enrollment.

UPDATES

This agreement is subject to change by legislative action, the Department of Education, the Florida Board of Education, the University of Central Florida or its Board of Trustees, Indian River State College or its Board of Trustees, or external accrediting agencies. This agreement will be reviewed by both parties on a yearly basis to ensure the timeliness of this document.

RESOURCES

Resources for implementation of the Agreement may come from either party, depending upon budgetary availability. No party hereto is obligated hereby to expend any resources whatsoever in connection with this Agreement. No implementation of any portion of the Agreement, or commencement of any specific projects, may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by the university in order to implement this Agreement and funding for such purposes is not appropriated to the university by the Legislature of the State of Florida or is not otherwise available to the university, the university shall thenceforth have no further financial obligations hereunder. In the event the university does not have sufficient legislative appropriations to carry out any obligations under this Agreement, it shall immediately notify Indian River State College of such fact and of such portions of this Agreement that may be deemed terminated as a result of such failure of appropriations.

AGREEMENT TERMS

- A. This agreement shall become effective on the date the last signature is affixed hereto. It may be automatically renewed for additional one (1) year periods unless either party provides the other the notice no later than sixty (60) days prior to the expiration of the preceding term that it wishes to terminate this Agreement as set forth herein, the other party has the right to terminate this Agreement immediately upon written notice to the other.
- B. Notices with respect to rights and obligations of each party hereto shall be provided as follows:

University of Central Florida

Michael Johnson, Provost and Executive Vice President for Academic Affairs Timothy Letzring, Senior Vice Provost for Academic Affairs David Hagan, Dean, College of Optics and Photonics. Michael Georgiopoulos, Dean, College of Engineering and Computer Sciences.

Manoj Chopra, Associate Dean for Academic Affairs, College of Engineering and Computer Sciences.

Patrick Likamwa, Associate Dean for Academic Programs, College of Optics and Photonics. Harrison Oonge, Executive Director, Academic Planning and Transfer Initiatives, UCF Connect

Indian River State College

For Academic Affairs

Heather Belmont, Provost/Vice President for Academic Affairs Anthony Dribben, Dean of Science

- C. Modifications or additions to or deletion from this agreement must be in writing and be signed by both parties. The designated representatives for the university and college on behalf of the respective boards of trustees are listed below
- D. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida: (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- E. 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. Neither 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 an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this agreement.

University of Central Florida

Indian River State College

7/1/25

Dr. Michael Johnson Date Provost and Executive Vice President

Dr. Tim More Date President

AGENDA ITEM NO. 16g DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR *ACTION*

TOPIC : Individual Training Account Agreement with CareerSource	Brevard Flagler Volusia
REGULAR AGENDA OR COMMITTEE : Regular Agenda - Con	sent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: CareerSource Brevard Flagler Volusia would like to create an Eligible Agreement with Indian River State College for the Commercial Vehic Program. This agreement will help pay for students from the Brevard counties who will take the CDL program at IRSC.	cle Driving (CDL)
ALTERNATIVE(S): N/A	
FISCAL IMPACT: Funds received from CareerSource Brevard Flaschool of Continuing Education where the CDL program resides.	ngler Volusia will go to the
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Heather Belmont	DATE: 7/1/25
BOARD ACTION:	DATE: 8/26/25



Individual Training Account Agreement

Between CareerSource Brevard Flagler Volusia

and

Indian River State College

Eligible Training Provider Information

Eligible Training Provider Name: Indian River State College		FEIN: 59-1105591	
Eligible Training Provider Type: Public Institution			
Contact Person/Title: Prashanth Pilly: Associate Vice Provost - Academic Affairs			
Address: 3209 Virginia Avenue	Phone Number: (7	772) 462-7212	
Fort Peirce, FL 34981	Email Address: ppi	illy@irsc.edu	

This Individual Training Account ("ITA") Agreement (the "Agreement") is made and entered into between CareerSource Brevard Flagler Volusia whose legal name is Brevard Workforce Development Board (hereinafter referred to as "CareerSource BFV" and Indian River State College, (hereinafter referred to as "Eligible Training Provider"), for the purpose of providing training pursuant to individual training accounts ("ITA") in accordance with the Workforce Innovation and Opportunity Act ("WIOA"). CareerSource BFV and Eligible Training Provider may hereinafter be referred to collectively as the "Parties" and each individually as a "Party." Consideration for this Agreement shall be the mutual covenants and promises contained herein. Both Parties agree to the terms and conditions set forth within this Agreement. The term of this Agreement commences on 7/1/2024 and terminates on 6/30/2027.

RECITALS

WHEREAS, Indian River State College has submitted an Eligible Training Provider application and has been approved for inclusion on the state and/or local ETPL;

WHEREAS, CareerSource BFV may request from time to time that the Eligible Training Provider provide certain approved training to eligible individuals referred by CareerSource BFV staff;

WHEREAS, the Eligible Training Provider agrees to provide certain approved training, subject to the terms and conditions set forth herein;

WHEREAS, this Agreement sets forth the mutual agreement of CareerSource BFV and the Eligible Training Provider as to the training program(s) to be provided to those eligible

individuals referred by CareerSource BFV staff and accepted by the Eligible Training Provider and the operating procedures governing payment for the training program(s);

NOW, THEREFORE, and in consideration of the mutual promises and covenants contained herein, the following General Provisions are HEREBY AGREED TO BY THE PARTIES:

Section 1. Background

20 C.F.R. Part 680 governs the provision of WIOA Title I funded training through Individual Training Accounts ("ITAs"). An ITA is a payment agreement established on behalf of a participant with an Eligible Training Provider. Participants purchase training services from Eligible Training Providers. An Eligible Training Provider must be included on the State and/or local ETPL and is the only type of entity that receives funding for training services through an ITA. This Agreement sets forth the terms and conditions under which CareerSource BFV will fund training by Eligible Training Providers through ITAs.

Section 2. Application Requirements and Training

A. Eligible Training Provider Application

- 1. Providers of training services programs must apply for inclusion on the ETPL pursuant to WIOA "Initial Eligibility" requirements as well as the criteria of CareerSource BFV to which the provider is applying.
- 2. Providers must complete and submit an Eligible Training Provider Application, which includes the training-related costs (tuition, books, fees, etc.).
- 3. Training is to be delivered only in accordance with the curricula submitted in the Eligible Training Provider Application.
- 4. Eligible Training Provider agrees to adhere to the cost of the training program that was agreed upon by CareerSource BFV and the Training Provider, as documented in the Eligible Training Provider application.
- 5. Any changes to the approved training-related costs (tuition, books, fees, etc.) must be made within **30** business days or prior to the enrollment of any individual referred by CareerSource BFV, whichever is sooner.

B. Program Description

- 1. The Program Description includes the content and objectives of the training program. The Eligible Training Provider shall provide the courses as specified in the approved Program Description.
- 2. The Eligible Training Provider shall notify CareerSource BFV of any changes in the approved Program Description prior to the enrollment of any individual referred by CareerSource BFV staff.

ITAs are the primary method to be used for procuring training services under WIOA. In certain circumstances, a training contract may be used to provide training services, instead of an ITA. When training services are provided to participants under a contract, an ITA will not be required to be submitted.

Section 3. Participant Eligibility

Participants referred by CareerSource BFV to Eligible Training Provider shall be enrolled only in the approved training program(s) for the designated period of time specified on the ITA and in the training plan. Eligible Training Provider shall not allow CareerSource BFV participants to switch training programs or to extend their training at the expense of CareerSource BFV without prior written approval of CareerSource BFV. Neither Eligible Training Provider nor the participant is authorized to enroll the participant into additional training courses or programs without prior written consent of CareerSource BFV.

Individuals referred to CareerSource BFV by the Eligible Training Provider must qualify for assistance under WIOA guidelines, and when co-enrolled with other programs, must qualify for assistance as required by those programs. LWDBs will determine participant eligibility.

CareerSource BFV participants shall be eligible for program enrollment and participation in accordance with the same standards as the general population of the Eligible Training Provider.

If a participant is unable to continue the training agreed upon in the ITA, the Eligible Training Provider shall refer the participant back to CareerSource BFV.

Section 4. Fiscal Requirements and Payment Procedures

A. Financial Aid/Funding Coordination

- 1. The Eligible Training Provider shall ensure that program participants apply for financial aid, especially the Pell Grant, as applicable; coordinate financial assistance with CareerSource BFV; and help ensure that funds provided by CareerSource BFV are in addition to funds otherwise available in the area. It is the Eligible Training Provider's responsibility to prevent misapplication of funds when other funds would have been used for the same purpose.
- 2. The Eligible Training Provider will coordinate other funding sources for WIOA participants with CareerSource BFV. It is the responsibility of the Eligible Training Provider to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. Coordination of funding for training may include using Pell Grants for education-related expenses such as those associated with housing, food, other living expenses, books & supplies.

B. Referrals and Refunds

1. The Eligible Training Provider understands that this Agreement does not guarantee any referrals or refunds whatsoever for the approved training programs offered by the Eligible Training Provider and covered by this Agreement. All decisions regarding the issuance of training payments will be made on a case-by-case basis by CareerSource BFV, and/or its designees, taking into consideration the information available, including, but not limited to, the assessed needs of the participant, geographical location of the training and

the residence of the participant, including any additional costs of the training to the participant. Participants requesting specific training from a pre-selected school will be given a list of approved training providers that provide the same type of training to allow the participant to research each school before making a final decision. The decision to issue an ITA to a participant for the Eligible Training Provider is at the sole discretion of CareerSource BFV and/or its designees.

2. The Eligible Training Provider shall, in conformity with the general refund policies of Eligible Training Provider, refund to CareerSource BFV such training-related costs (tuition, fees, books, etc.), which are paid by CareerSource BFV for participants who enroll in and begin training but drop out of courses. Under no circumstances shall Eligible Training Provider issue refund payment(s) directly to a participant.

C. Payment Procedures

- Tuition and/or other authorized payments will be considered only for those participants referred to the Eligible Training Provider by CareerSource BFV as evidenced by a valid CareerSource BFV ITA. Tuition or other payments will be made to Eligible Training Provider only for those participants enrolled in and receiving training.
- 2. ITAs may be used to align participants, the Eligible Training Provider, and CareerSource BFV on the training sought and associated costs for the participant. The Eligible Training Provider shall forward to CareerSource BFV an original, signed ITA (if applicable) and written invoice for this payment at the time a participant begins training and becomes eligible for invoicing. This invoice is payable to the Eligible Training Provider upon receipt in accordance with payment procedures listed herein.

D. Billing/Invoicing

- 1. The Eligible Training Provider may not invoice CareerSource BFV for approved participants until the Eligible Training Provider's drop/add period for course enrollment has concluded.
- 2. The Eligible Training Provider shall regularly submit invoices to CareerSource BFV for amounts agreed upon by the Parties which include the information required by this Agreement. The Eligible Training Provider shall notify CareerSource BFV if payment is not received by the date agreed upon.
 - a. Participants must be enrolled in and receiving approved training before the invoices are considered valid.
 - b. Invoices must include the participant's name, voucher for services, and training program and be supported by any additional receipts or payment requests.
 - c. The Eligible Training Provider shall charge CareerSource BFV for tuition, books, fees, etc., in accordance with the approved ITA issued to the participant.

- d. The Eligible Training Provider shall directly bill the participant for any costs voluntarily incurred by the participant that are not covered by the ITA.
- e. CareerSource BFV accepts no liability for unauthorized costs.
- f. Each invoice must be accompanied by the approved ITA issued to the participant by CareerSource BFV.

E. Training Dollar Maximums

The Parties acknowledge and agree that a training dollar maximum shall be established for each participant under this Agreement. The maximum amount of training dollars for each participant shall not exceed \$9,500.00 by CareerSource BFV. Additionally, CareerSource BFV reserves the right to determine and revise the training dollar maximums in accordance with applicable regulations and funding availability. Any changes to the training dollar maximums shall be communicated to the Eligible Training Provider in writing within seven business days of the change.

Section 5. Audits

- A. Eligible Training Provider shall make available all documents, papers, letters, or other materials prepared or received by the Eligible Training Provider that are directly pertinent to charges to this program, including any relevant financial records, supporting documentation, statistical records, interviews and discussions, and all other pertinent records of the Eligible Training Provider involving transactions related to this Agreement, at any time during normal business hours and as often as CareerSource BFV, the Florida Department of Commerce or its contracted agencies, the U.S. Department of Labor, Comptroller General of the U.S., or their designated representatives may deem necessary.
- B. Eligible Training Provider will make available upon request of CareerSource BFV, progress reports indicating both the progress and attendance of a participant.
- C. Eligible Training Provider agrees to provide timely and reasonable access to its personnel for interviews and discussions related to documents and review.
- D. If applicable, Eligible Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC §§ 7501-7507); revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; the Florida Single Audit Act, Section 215.97, Florida Statutes; and any other specific requirements imposed by CareerSource BFV.

Section 6. Performance

The Eligible Training Provider agrees to comply with the performance expectations set forth herein by CareerSource BFV when carrying out this Agreement.

A participant must maintain satisfactory progress for each academic term by passing at least 50% of their courses or maintaining a 2.0 average. If a participant takes a course that is graded on a Pass or Fail, Satisfactory or Unsatisfactory grading system, the participant must receive a passing or satisfactory grade.

Section 7. Agreement Termination

- A. CareerSource BFV or Eligible Training Provider may terminate this Agreement for convenience when it is in the best interest of CareerSource BFV or the Eligible Training Provider. In the event of such termination, there shall be no interruption in services for participants already enrolled in training.
- B. CareerSource BFV may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. Eligible Training Provider has thirty (30) days after the effective date to submit invoices for payment. Eligible Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
- C. If Eligible Training Provider elects to remove themselves and their training programs from the approved Eligible Training Provider List, Eligible Training Provider is required to continue to deliver training until program completion for any participants financially supported by CareerSource BFV under the same provisions that are included in this Agreement.
- D. The Eligible Training Provider shall notify the appropriate CareerSource BFV staff no later than ten business days following a participant's termination/drop from the training program.
- E. Failure to respond to requests for previous or current participant information will result in termination of this Agreement.

F. Failure to Perform

- 1. If the Eligible Training Provider fails to perform, in whole or in part, as determined by CareerSource BFV, CareerSource BFV will notify the Eligible Training Provider in writing of such unsatisfactory performance. If the unsatisfactory performance continues, CareerSource BFV will notify the Eligible Training Provider in writing of all ongoing deficiencies. The Eligible Training Provider will have ten (10) business days from receipt of notice in which to respond with a plan agreeable to CareerSource BFV to correct said deficiencies.
- 2. Upon failure of the Eligible Training Provider to respond within the appointed time or failure of the Eligible Training Provider to respond with appropriate plans, CareerSource BFV will cease enrollments into the Eligible Training Provider's programs until the Eligible Training Provider responds with a appropriate plans to correct its deficiencies. Should the Eligible Training Provider be unable or unwilling to correct its performance, CareerSource BFV will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

G. Breach of Contract

The Eligible Training Provider shall give CareerSource BFV written notice of any perceived breach, and it shall give CareerSource BFV ten (10) business days from delivery by certified mail, (return receipt requested) of such notice to cure any perceived breach under the Agreement.

Section 8. Modifications

This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to this subject matter. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of CareerSource BFV and an executive officer of Eligible Training Provider. The Parties agree to renegotiate this Agreement if revisions of any applicable state or federal laws, regulations, or decreases in allocations make changes to this Agreement necessary.

Section 9. Applicable Law and Jurisdiction

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

A. Confidentiality

Both Parties recognize they may have access to confidential student records. Both Parties will keep all records confidential to the extent required by applicable law, including, but not limited to, the Family Educational Rights and Privacy Act. Any information received by the Parties in the performance of this Agreement, or from any employee, student, or parent participating in or involved in the training, will not be shared or otherwise disseminated except as allowed or required by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (321-394-0512, dbiondi@careersourcebfv.com, 297 Barnes Blvd, Rockledge, FL 32945)

Section 10: Compliance with Applicable Laws and Regulations

No CareerSource BFV WIOA participants, regardless of program CareerSource BFV participants. CareerSource BFV WIOA participants shall be afforded all the rights, privileges, and benefits available to the general population of the Eligible Training Provider. The Eligible Training Provider agrees that each individual referred by CareerSource BFV staff for training will be evaluated for all financial aid eligibility normally available to other individuals.

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Parties shall not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner regarding the participants, employees or applicants. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto.

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

 Section 188 of WIOA, which prohibits discrimination against all individuals in the United States based on race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.

- 29 C.F.R. Part 38, which implements the nondiscrimination and equal opportunity provisions contained in section 188 of WIOA.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et. Seq.).

To comply with the Stevens Amendment, the Eligible 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, the Eligible 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; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Eligible Training Provider shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The Eligible Training Provider agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

Section 11. Notices and Communications

The following individuals have been designated by the Parties to act as their liaisons for all issues related to this Agreement and to send and receive certified mail and other mail or written notices related to contractual obligations. Either Party may designate a different liaison by providing written notice of the name, title, address, email address, and phone number of the new representative to the other Party within [30] business days.

For Eligible Training Provider:

Name: Timothy Moore, Ph.D.,

Title: President

Address: 3209 Virginia Avenue, Fort Pierce, FL 34981-5596

Email: timmoore@irsc.edu Phone: (772) 462-4701

For CareerSource BFV:

Name: James Watson

Title: Chief Operating Officer

Address: 297 Barnes Blvd, Rockledge, FL 32955

Email: Jwatson@careersourcebfv.com

Phone: 321-394-0511

Section 12. Signatures

IN WITNESS WHEREOF, the Parties hereby agree to abide by all terms and conditions set forth in this ITA Agreement, and upon placing their signatures below, have hereby caused this Agreement to be executed.

Eligible Training Provider Representative Signature
Timothy Moore, Ph.D., President
Print Eligible Training Provider Representative's Name and Title
Date
CareerSource BFV Representative Signature
James Watson: Chief Operating Officer
Print CareerSource BFV Representative's Name and Title
Date

ADDITIONAL PAYMENT & APPLICABLE CONTRACT PROVISIONS

Payment Procedure:

Upon execution of this contract, a vendor training account must be established to facilitate payments. The Training Agent must provide payment details and submit a completed and signed W-9 form to CareerSource Brevard Flagler Volusia. Payments cannot be processed until this information has been received and verified.

Invoice Submission

All invoices should be submitted to and addressed as follows:

Finance Director CareerSource Brevard Flagler Volusia 297 Barnes Blvd. Rockledge, FL 32955

Voucher Requirements

The Training Agent shall provide services under a Voucher only if it has been properly signed and stamped with an official seal by designated CSBFV staff. If a Voucher lacks the required signature and seal, has been transferred to another student, or appears altered in any way, the Training Agent must not accept it. Instead, the Training Agent should return the Voucher to the student for proper execution by CSBFV before enrollment or, if ineligible, immediately refer both the customer and the Voucher to the designated CSBFV staff specified on the Voucher.

Invoice Processing & Payment

- Properly documented invoices that meet all requirements will generally be paid within thirty (30) days of receipt.
- If an invoice is not accepted for payment, it will be returned to the Training Agent with an explanation and instructions for correction.
- Final invoices must be submitted within thirty (30) days of the termination date to be considered for payment.

Compliance with Applicable Laws and Regulations

The following provisions outline additional compliance requirements that the Eligible Training Provider and Contractor must adhere to as part of this agreement. These provisions ensure alignment with federal and state regulations governing procurement, telecommunications, and employment verification.

The Eligible Training Provider agrees to comply with the provisions of 2 CFR Appendix II to Part 200 and 2 CFR § 200.322, including the requirements for Domestic Preferences for Procurements. The Contractor agrees to comply with the provisions of 2 CFR Appendix II to Part 200 and 2 CFR § 200.216, including the requirements stated therein. For additional information, refer to Public Law 115-232, Section 889, and 2 CFR § 200.471 regarding the prohibition on certain telecommunications and video surveillance services or equipment.

The Eligible Training Provider warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

AGENDA ITEM NO. 16h DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR *ACTION*

TOPIC : ITN 24/25-33 – Pouring Rights/Beverage & Vending Serv	ices
REGULAR AGENDA OR COMMITTEE : Regular Agenda - Con	sent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: The College finalized a solicitation for Pouring Rights / Beverage & V contract for Pouring Rights with Gilly's expired on June 30, 2025, a Services with Global is set to expire in November 2026, however, College is seeking to start new contracts for Pouring, Beverage & Ve	and the contract for Vending, due to payment issues, the
Committee members evaluated five proposals in total for Vending Se Pouring Rights. The evaluation committee decided to interview both Pouring Rights for clarifications since they score very close to each on June 5th, where vendors were evaluated and scored. The winner f Cola.	Pepsi Co. and Coca-Cola, for other. Interviews took place
In a consensus meeting with Committee Members, a decision was a scored the highest for Beverage & Vending Services for an intervie Canteen-Compass Group and Paramount CVV were interviewed of Winner for Beverage & Vending Services. A Notice of Award has be	w, before an award is made. on June 17 th . Canteen is the
ALTERNATIVE(S): N/A	
FISCAL IMPACT: None. Payment of commissions is contingent to per year for Coca-Cola. Canteen guarantees a minimum commission Vending Sales of 25% Snacks and 40% Beverages, and Net Unattendeshrink, whichever amount is greater ("Annual Guarantee").	of \$100,000 per year or Net
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Peter Lee	DATE: 7/14/25
BOARD ACTION:	DATE: 8/26/25

ITN # 24/25-33 - INTERVIEWS SCORING

BEVERAGE & VENDING SERVICES - CANTEEN VS PARAMOUNT INTERVIEW 06.17.25					
	Criteria Max Points Canteen Vending 2nd round 2nd round				
Q1:	Company Qualifications	20	19.6	16	
Q2:	Personnel	20	19.4	15	
Q3:	Past Performance Experience	20	19	15.6	
Q4:	Service Plan	20	19.2	15	
Q5: Financial Offer		20	20	12.6	
·	TOTAL 100 97.20 74.20				
	RANKING 1 2				

POURING RIGHTS PEPSI VS COCA-COLA INTERVIEW 06.05.25					
Pepsico	Coke Florida				
2nd round	2nd round				
Interview	Interview				
06.05.25	06.05.25				
00.05.25	00.05.25				
18.60	19.60				
001001110					
18.60	19.60				
18.60 18.40	19.60 17.60				
18.60 18.40 16.40	19.60 17.60 19.00				
18.60 18.40 16.40 17.20	19.60 17.60 19.00 18.80				





IMPORTANT INFORMATION BEVERAGE & VENDING SERVICES:

1. After interviews were conducted with both vendors, Canteen was the highest ranked and the winner for Beverage and Vending Services.

IMPORTANT INFORMATION POURING RIGHTS:

1. The Committee had the opportunity to interview both vendors, scored them again based on interview and this time Coke Florida was the winner for Pouring Rights.

ITN # 24/25-33 - PROPOSALS SCORING

BEVERAGE & VENDING SERVICES								
	Criteria	Max Points	Cardinal Vending dba Florida Fresh	-	FL Business Enterprise Program	Outlook Managem. dba National Vending	Paramount Vending Services	Pepsico
Q1:	Company Qualifications	20	13.60	16.8	15.6	14.60	17.00	X
Q2:	Personnel	20	14.40	18.2	15.2	14.60	16.40	X
Q3:	Past Performance Experience	20	9.40	17.2	15	13.00	15.20	Х
Q4:	Service Plan	20	13.80	16.8	16.4	12.40	17.00	X
Q5:	Financial Offer	20	15.60	17.6	14	15.00	17.40	X
	TOTAL	100	66.80	86.60	76.2	69.60	83.00	X
	RANKING		5	1	3	4	2	Х

POURING RIGHTS				
Pepsico	Coke Florida			
18.40	18.60			
18.20	18.80			
18.00	18.20			
18.40	18.40			
16.40	14.80			
89.40	88.80			
1	2			



IMPORTANT INFORMATION BEVERAGE & VENDING SERVICES:

- 1. Vendor Pepsi, was desqualified for Beverage & Vending Services, as their proposal only presented beverage options and not snacks.
- 2. Vendor Canteen / Compass Group was score the highest in the rank for Beverage and Vending Services, Paramount Vending services was the second highest rank, therefore the Committee decided to call both Vendors for a in person interview, Q&A sessions and clarifications.

IMPORTANT INFORMATION POURING RIGHTS:

1. Since both Vendors for Pouring scored very closed to each other, the Committee decided to call both vendors Pepsico and Coca-cola for an interview in person, for a Q&A session and clarifications of their proposals.

AGENDA ITEM NO. 16i DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

<u>TOPIC</u>: Joint Resolution of the Central Florida Higher Education Consortium – the University of Central Florida (UCF) Board of Trustees and the District Boards of Trustees of College of Central Florida, Daytona State College, Eastern Florida State College, Indian River State College, Lake-Sumter State College, Seminole State College, and Valencia College

State College, Lake-Sumter State College, Seminole	State College, and Valencia College
REGULAR AGENDA OR COMMITTEE: Regul	ar Agenda - Consent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: Board approval is request for the Joint Resolution of Consortium, re-affirming the 20-year, DirectConnec a region-wide, partnership-driven, higher education promote student success in higher education, and medemands for growth in Central Florida.	t to UCF partnership commitment, which is strategy designed to expand student access,
<u>ALTERNATIVE(S)</u> : N/A	
FISCAL IMPACT: N/A	
PRESIDENT'S RECOMMENDATION: Recommendation	nend approval
SUBMITTED BY: Dr. Tim Moore	DATE: 7/14/25
BOARD ACTION:	DATE: 8/26/25

A JOINT RESOLUTION (RESOLUTION) OF THE CENTRAL FLORIDA HIGHER EDUCATION CONSORTIUM (CONSORTIUM)

THE UNIVERSITY OF CENTRAL FLORIDA (UCF) BOARD OF TRUSTEES
AND THE DISTRICT BOARDS OF TRUSTEES OF
COLLEGE OF CENTRAL FLORIDA,
DAYTONA STATE COLLEGE,
EASTERN FLORIDA STATE COLLEGE,
INDIAN RIVER STATE COLLEGE,
LAKE-SUMTER STATE COLLEGE,
SEMINOLE STATE COLLEGE, AND
VALENCIA COLLEGE

Re-affirming the 20-year, DirectConnect to UCF® (DirectConnect) partnership commitment, which is a region-wide, partnership-driven, higher education strategy designed to expand student access, promote student success in higher education, and meet the extraordinary workforce needs and demands for growth in Central Florida.

WHEREAS, on November 9, 2005, the original five institutions (now known as Eastern Florida State College, Lake-Sumter State College, Seminole State College, University of Central Florida, and Valencia College) executed "A Joint Resolution" (Resolution), and collectively created what is known as the Central Florida Higher Education Consortium (Consortium);

WHEREAS, on March 4, 2015, the Consortium presidents created a "Regional Partnership Operational Plan" as an addendum to the Resolution to more effectively reflect the current state of the partnership rather than revising the original Resolution;

WHEREAS, in 2015, as a result of a request by the College of Central Florida and Daytona State College to join the Consortium, the original five institutions unanimously agreed to admit them as members of the Consortium by executing a "First Addendum to Joint Resolution;"

WHEREAS, the DirectConnect to UCF program has increased access since its

Joint Resolution, 2025

inception and has grown to include additional institutions, the current Consortium partners unanimously agreed to invite Indian River State College (IRSC) to the join the Consortium at IRSC's request in 2025 as part of this agreement.

WHEREAS, more than 75,000 bachelor's degree earners at UCF have transferred through the DirectConnect pipeline, producing for them a collective savings in tuition and fees of more than \$435 million dollars, and enhancing the lives of these transfer students, their families, and our communities;

WHEREAS, the nationally distinctive and award-winning DirectConnect program is the unique brand of the Central Florida Higher Education Consortium that further builds quality and success around transfer pathways for timely degree completion by leveraging the longstanding support of transfer student policies in the Florida College System and State University System;

WHEREAS, the DirectConnect program provides inclusive excellence through greater college representation of Pell eligible, first-generation, and traditionally underrepresented populations resulting in enhanced social mobility for graduates in our communities;

WHEREAS, the DirectConnect program collaborates to align and provide strategic academic programs to meet the regional and global workforce needs and high-demand for quality, higher education graduates;

WHEREAS, a shared governance structure oversees the DirectConnect program and leads, through executive sponsorship and collaborative institutional leadership, the Consortium's strategic initiatives of convenings and work teams to address data sharing, degree pathways, curriculum alignment, academic and student support, and major- and transfer-readiness;

NOW, THEREFORE, BE IT RESOLVED BY THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND THE DISTRICT BOARDS OF TRUSTEES OF COLLEGE OF CENTRAL FLORIDA, DAYTONA STATE COLLEGE, EASTERN

Joint Resolution, 2025 2

FLORIDA STATE COLLEGE, INDIAN RIVER STATE COLLEGE, LAKE-SUMTER STATE COLLEGE, SEMINOLE STATE COLLEGE, AND VALENCIA COLLEGE THAT THIS RESOLUTION REPLACES THE PREVIOUS RESOLUTION, REGIONAL PARTNERSHIP OPERATIONAL PLAN, AND FIRST ADDENDUM TO JOINT RESOLUTION;

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT ALL CONSORTIUM PARTNER INSTITUTIONS AGREE TO THE FOLLOWING:

Section 1. Governance.

The Consortium partner presidents provide executive sponsorship at the highest level of a shared governance structure; partner presidents convene annually to provide leadership, accountability, and direction to the Consortium.

The DirectConnect to UCF® (DC) Steering Committee oversees strategic planning, policies, and practices of the Consortium with a focus on major and transfer readiness of students throughout the entire educational pathway and experience. Membership of this committee includes chief academic, enrollment, and student affairs officers of Consortium institutions. The DC Steering Committee meets at least twice per year. An annual report of DirectConnect to UCF will be presented annually to the Consortium presidents.

The Consortium Academic Coordination Committee (CACC) oversees academic program needs and plans for the Consortium. This committee also oversees curriculum alignment initiatives. Membership of this committee includes chief academic officers of partner institutions and two UCF administrators appointed by the provost. The CACC meets at least twice per year.

The Workforce Development Committee conducts, collects, reviews, and analyzes labor market demand data to develop data-informed recommendations for associate and bachelor's degree programs necessary for workforce needs. The Workforce Development Committee will provide data by region and county as requested by the CACC for program review needs.

Florida College System institutions seeking membership in the Consortium will send a formal letter of interest to the presidents of each member institution indicating their willingness and ability to comply with the requirements set forth in the Resolution, including but not limited to: active participation in Consortium planning meetings, data sharing, faculty participation in curriculum alignment meeting, and resource development efforts that might include research,

Joint Resolution, 2025

grants, and philanthropy. Consortium presidents will review such membership requests at the next scheduled partner presidents meeting. All member presidents will have a vote on the request, and the request to join the Consortium must be unanimously approved.

Section 2. Operations.

The foundation of this partnership is a guarantee of admission (consistent with University and Florida Board of Governors policies) to the University for all Consortium Associate in Arts (A.A.) graduates, selected Associate in Science (A.S.) graduates and Specialized Associate in Arts Transfer graduates (S.A.A.T.). The Consortium partners are committed to this guarantee.

DC Steering Committee.

The DC Steering Committee will select co-chairs, one from UCF and one from a partner FCS institution, to serve two-year terms and to regularly organize and convene meetings. The DC Steering Committee will oversee the operations of the partnership program.

Consortium partners commit to a proactive strategy of cooperation to identify prospective DirectConnect students and to enhance the transfer and major readiness of students who plan to transfer to UCF, with a goal of improving student success.

The DirectConnect Steering Committee will develop operational plans to promote the major- and transfer-readiness of students in the pipeline. Students who follow the plans and are major- and transfer-ready will start their UCF journey in the major and term of their choice.

Consortium partners commit to promoting an access for success approach to student success, with clear curricular pathways including but not limited to Specialized Associate in Arts Transfer degrees. The Consortium partners will work collaboratively to ensure that DC students enter a curricular pathway as early as possible in their undergraduate journey, knowing that our students are best served by completing their associate's degree and common program pre-requisites prior to their admission to UCF, positioning these students for timely degree completion at UCF.

Consortium partners commit to developing a transfer student success operational plan for the admission of DirectConnect students into a specific major, including the establishment of pathways for students who choose to enter the DirectConnect pipeline. These pathways should specify the preferred manner and time by which students will declare their intention to enter the DC pipeline; the milestones that DC students should attain prior to their matriculation

Joint Resolution, 2025 4

at UCF; the definitions of major and transfer readiness; and how UCF will manage DC pipeline students who have not completed the curricular pathways.

CACC.

The CACC committee will select co-chairs, one from UCF and one from a partner FCS institution, to serve two-year terms and to regularly organize and convene meetings. A process and procedure will be developed to formally communicate among the member institutions on requested academic program proposals. Through this process, the Consortium will more effectively and efficiently support academic program development. Programs of concern that cannot be resolved by the CACC will be referred to the Consortium member presidents for deliberation and final approval.

Each Consortium institution will develop a five-year plan for potential new and expanded programs to share with the CACC. The compiled programs will be reviewed and analyzed by the Workforce Development Committee to assess for meeting regional and local workforce needs. The CACC will develop a Regional Master Plan of associate and bachelor's degrees to provide transparency and support for program development and to provide for more seamless support of the state regulated processes.

The CACC will oversee curriculum alignment efforts for the Consortium.

Section 3. Data Sharing.

Consortium partners will routinely share institutional and student data related to this partnership work. Data sharing will enable the Consortium to make data-informed decisions to improve the quality of the partnership and the student experience, while also advancing the public accountability of the access and success missions of our institutions.

Section 4. Resource Management.

Consortium partners will collaborate to advance the important work of the Consortium through identification and partnership efforts around grants, research, and joint philanthropy.

Section 5. Partnership Obligations.

Consortium partners will create specific operating plans to guide the local strategy within the framework of this resolution. Day-to-day collaboration among partner institutions will

Joint Resolution, 2025 5

provide a climate for planning, trust, and innovation, and will capture best practices and the most creative thinking from each partner. The interdependent nature of the Consortium will enable deeper alignment of systems, policies, and procedures, thus ensuring a seamless transition for students.

Section 6. Stewardship.

While this resolution is not a legally binding contract, it is a pledge to stewardship, not only of the public resources entrusted to each institution, but of our mission to extend the very best in educational opportunity to this regional community and the students to whom we are enjoined.

Joint Resolution, 2025

Section 7. Signatures.

James Henningsen President College of Central Florida	Date	Charlie Stone Chair, Board of Trustees College of Central Florida	Date
Thomas LoBasso President Daytona State College	Date	Randy Howard Chair, Board of Trustees Daytona State College	Date
James Richey President Eastern Florida State College	Date	Ronald Howse Chair, Board of Trustees Eastern Florida State College	Date
Timothy Moore President Indian River State College	Date	Christa Luna Chair, Board of Trustees Indian River State College	Date
Laura Byrd Interim President Lake-Sumter State College	Date	Bret Jones Chair, Board of Trustees Lake-Sumter State College	Date
Georgia Lorenz President Seminole State College	Date	Bob Cortes Chair, Board of Trustees Seminole State College	Date
Kathleen Plinske President Valencia College	Date	Michael Sasso Chair, Board of Trustees Valencia College	Date
Alexander Cartwright President University of Central Florida	Date	Alex Martins Chair, Board of Trustees University of Central Florida	Date

Joint Resolution, 2025

AGENDA ITEM NO. 16j-1 DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC : Memorandum of Agreement with Indian River State College, Criminal Justice Institute and R.L. Wilson Training Consultants
REGULAR AGENDA OR COMMITTEE : Regular Agenda - Consent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION
<u>SUMMARY</u> : This agreement is to teach the 80-hour Line Supervision Course to be delivered Feb 9-20, 2026. The funding for this course is allocated through the Region XI grant.

ALTERNATIVE(S): No training

FOR CONTRACTS:

- 1. **TERM:** Feb 9, 2026 Feb 20, 2026
- 2. FISCAL IMPACT: None
- 3. **TERMINATION TERMS:** This MOA shall terminate on February 20, 2026 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Lou Caprino	DATE: 6/18/25
BOARD ACTION:		DATE: 8/26/25



MEMORANDUM OF AGREEMENT (MOA)

between

Indian River State College, Criminal Justice Institute (IRSC-CJI) and

Fraining Consultants

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and R.L. Wilson Training Consultants with a business address of 3726 SW Sabatini St., Port Saint Lucie, FL 34953 (collectively referred to as the "Signatory Parties").

II. BACKGROUND

Indian River State College (IRSC) is an industry-driven leader focused on providing continuing education and training.

Under the Criminal Justice Institute umbrella, IRSC offers high-quality workforce trainings, certification programs, consulting, and personal enrichment courses to meet the needs of the workforce community, including law enforcement, corrections, corporations, government, non-profits, first responders, and life-long learners of all ages on a local, state, national and international level.

Through input from these dynamic partnerships CJI develops and coordinates educational and training resources to boost the knowledge, skills and abilities of our community's first responder workforce utilizing current and cutting-edge industry training and curricula customized to meet the client's specific needs.

III.PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and R.L. Wilson Training Consultants relating to training in Line Supervision, CJAT 006.

The scope of this MOA is limited to the development and execution of an 80-hour training course, CJAT 006, Line Supervision. The training will be held on February 9, 2026 through February 20, 2026, at IRSC's Treasure Coast Public Safety Training Complex.

IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA

- a) Provide facility for training.
- b) Advertise Course to Region XI

V. R.L. WILSON TRAINING CONSULTANTS RESPONSIBILITIES UNDER THIS MOA

a) Provide certificate of liability.

b) Provide staff to work with IRSC when assistance is needed prior to the training and the days of the training.

VI. FEES/PAYMENTS

IRSC-CJI will pay R.L. Wilson Training Consultants the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for 80-hours, FDLE CJAT 006 Line Supervision, February 9, 2026 – February 20,	\$7300
2026	\$0.00
	\$0.00

NOTICES VII.

Whenever, under the terms of this MOA, written notice is required to be given, it shall be directed to the Signatory Party at the address specified in Article I, and to the attention of the persons indicated below with their respective titles, unless written notice of change of address or individual is provided by a Signatory Party. All notices and submissions, except as otherwise expressly provided herein, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery. All required Notices under this MOA may be sent by regular mail.

Krissy Faulk

Advanced & Specialized Training Coordinator Indian River State College 3209 Virginia Avenue Fort Pierce, FL 34981

Robert Wilson

President R. L. Wilson Training Consultants 3726 SW Sabatini St. Port Saint Lucie, FL 34953

USE OF INTELLECTUAL PROPERTY VIII.

The Signatory Parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

IX. AMENDMENTS

This MOA may be amended by the written request of either Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party prior to formal discussion or the negotiation of the issue. Any amendment to this MOA must be set forth in writing and such amendment must be signed by both Signatory Parties to the MOA in order to become effective or to otherwise modify or change this MOA.

X. TERMINATION OF AGREEMENT

This MOA shall terminate on February 20, 2026 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

XI. HOLD HARMLESS/INDEMNIFICATION

Each Signatory Party agrees to indemnify, defend and hold harmless the other (and its affiliated companies, successors, permitted assigns, and the directors, officers, employees, agents, shareholders and representatives thereof and of the foregoing) from any damage, loss, liability, cost, penalty, or expense of any kind (including reasonable outside attorney's fees, collection costs, mediation, arbitration and litigation costs and expenses (hereinafter "Liability")) arising out of, resulting from, based upon or incurred through the use or occupancy of IRSC facilities, furniture, equipment or grounds in connection with the activities identified in this MOA.

DISPUTE RESOLUTION XII.

The Signatory Parties hereby agree that, in the event of any dispute between the Signatory Parties relating to this MOA, the Signatory Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 60 calendar and consecutive days, the Signatory Parties agree that the dispute will be negotiated between the Signatory Parties through mediation, if Signatory Parties can agree on a mediator. The costs of mediation shall be shared equally by the Signatory Parties. Neither Signatory Party waives its legal rights to adjudicate this MOA in a legal forum.

LIMITATION OF MEMORANDUM XIII.

Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of the Signatory Parties under this MOA.

GOVERNING LAW XIV.

This MOA and the legal relations among the Signatory Parties shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts between Florida parties made and performed in that State, without regard to conflict of laws principles.

ENTIRE AGREEMENT XV.

This MOA, including all Annexes, embodies the entire and complete understanding and agreement between the Signatory Parties.

XVI. SEVERABILITY

If any provision of this MOA, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this MOA and application of such provision to other persons or circumstances shall continue in full force and effect and in no way be affected, impaired or invalidated; provided that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the Signatory Parties of this MOA taken as a whole.

XVII. EFFECTIVE DATE

This MOA shall take effect upon signing by both Signatory Parties. Neither Signatory Party may assign or transfer all or any portion of their obligations under this MOA without the prior written consent of the other party.

XVIII. COUNTERPARTS

This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

XIX. SIGNATORY AUTHORITY

By the signatures below, the Signatory Parties agree to the terms of this MOA.

SIGNATURE PAGE TO FOLLOW

Dean, Public Service Education Date:	R.L. Wilson Training Consultants Robert Wilson, President Date: 6/17/35
Provost/Vice President of Academic Affairs, CAO	
Date:	
President or Designee	

Date: _____

AGENDA ITEM NO. 16j-2 DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC : Memorandum Institute and Suzanne V	n of Agreement between Indian River State College, Criminal Justice Woodward
REGULAR AGENDA	OR COMMITTEE: Regular Agenda - Consent
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION

SUMMARY:

The agreement is to teach Child Sex Crimes Investigations, CJAT 1171 Course to be delivered March 2, 2026 through March 6, 2026. The funding of this course is allocated through the Region XI grant.

ALTERNATIVE(S): No training

FOR CONTRACTS:

- 1. **TERM:** March 2, 2026 through March 6, 2026
- 2. FISCAL IMPACT: None
- 3. **TERMINATION TERMS:** This MOA will terminate March 6th, 2026, unless a renewal amendment to the MOA, or new MOA is executed by the signatory Parties, which also contains the effective and expiration date.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Lou Caprino	DATE: 6/25/25
BOARD ACTION:		DATE: 8/26/25



MEMORANDUM OF AGREEMENT (MOA)

between

Indian River State College, Criminal Justice Institute (IRSC-CJI)

and

Suzanne Woodward

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and Suzanne Woodward. with a business address of 8329 Belfry Place, Port St. Lucie, FL 34986 (collectively referred to as the "Signatory Parties").

II. BACKGROUND

Indian River State College (IRSC) is an industry-driven leader focused on providing continuing education and training.

Under the Criminal Justice Institute umbrella, IRSC offers high-quality workforce trainings, certification programs, consulting, and personal enrichment courses to meet the needs of the workforce community, including law enforcement, corrections, corporations, government, non-profits, first responders, and life-long learners of all ages on a local, state, national and international level.

Through input from these dynamic partnerships CJI develops and coordinates educational and training resources to boost the knowledge, skills and abilities of our community's first responder workforce utilizing current and cutting-edge industry training and curricula customized to meet the client's specific needs.

III. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and Suzanne Woodward relating to training in Child Sex Crime Investigations.

The scope of this MOA is limited to the development and execution of a 40-hour training course, Child Sex Crime Investigations. The training will be held on March 2, 2026, through March 6, 2026, at IRSC's Treasure Coast Public Safety Training Complex, 4600 Kirby Loop Rd., Fort Pierce, Florida.

IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA

a) Provide facility for training.

b) Advertise Course to Region XI

V. Suzanne Woodward RESPONSIBILITIES UNDER THIS MOA

- a) Provide certificate of liability.
- b) Provide staff to work with IRSC when assistance is needed prior to the training and the days of the training.

VI. FEES/PAYMENTS

IRSC-CJI will pay Suzanne Woodward the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for Child Sex Crime Investigations for 40-hours – CJAT 1171 03/02/26 – 03/06/26 Liability Insurance	\$4000.00

VII. NOTICES

Whenever, under the terms of this MOA, written notice is required to be given, it shall be directed to the Signatory Party at the address specified in Article I, and to the attention of the persons indicated below with their respective titles, unless written notice of change of address or individual is provided by a Signatory Party. All notices and submissions, except as otherwise expressly provided herein, shall be sent with an acknowledging return receipt requested. Said notice may be delivered by overnight delivery. All required Notices under this MOA may be sent by regular mail.

Krissy Faulk

Advanced & Specialized Training Coordinator Indian River State College 3209 Virginia Avenue Fort Pierce, FL 34981

Suzanne Woodward

8329 Belfry Place Port St. Lucie, FL 34986

VIII. USE OF INTELLECTUAL PROPERTY

The Signatory Parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

IX. AMENDMENTS

This MOA may be amended by the written request of either Signatory Party. Any proposed amendment or modification shall be submitted by one Signatory Party to the other Signatory Party prior to formal discussion or the negotiation of the issue. Any amendment to this MOA must be set forth in writing and such amendment must be signed by both Signatory Parties to the MOA in order to become effective or to otherwise modify or change this MOA.

X. TERMINATION OF AGREEMENT

This MOA shall terminate on March 6, 2026, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

XI. HOLD HARMLESS/INDEMNIFICATION

Each Signatory Party agrees to indemnify, defend and hold harmless the other (and its affiliated companies, successors, permitted assigns, and the directors, officers, employees, agents, shareholders and representatives thereof and of the foregoing) from any damage, loss, liability, cost, penalty, or expense of any kind (including reasonable outside attorney's fees, collection costs, mediation, arbitration and litigation costs and expenses (hereinafter "Liability")) arising out of, resulting from, based upon or incurred through the use or occupancy of IRSC facilities, furniture, equipment or grounds in connection with the activities identified in this MOA.

XII. DISPUTE RESOLUTION

The Signatory Parties hereby agree that, in the event of any dispute between the Signatory Parties relating to this MOA, the Signatory Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 60 calendar and consecutive days, the Signatory Parties agree that the dispute will be negotiated between the Signatory Parties through mediation, if Signatory Parties can agree on a mediator. The costs of mediation shall be shared equally by the Signatory Parties. Neither Signatory Party waives its legal rights to adjudicate this MOA in a legal forum.

XIII. LIMITATION OF MEMORANDUM

Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of the Signatory Parties under this MOA.

XIV. GOVERNING LAW

This MOA and the legal relations among the Signatory Parties shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts between Florida parties made and performed in that State, without regard to conflict of laws principles.

XV. ENTIRE AGREEMENT

This MOA, including all Annexes, embodies the entire and complete understanding and agreement between the Signatory Parties.

XVI. SEVERABILITY

If any provision of this MOA, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this MOA and application of such provision to other persons or circumstances shall continue in full force and effect and in no way be affected, impaired or invalidated; provided that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the Signatory Parties of this MOA taken as a whole.

XVII. EFFECTIVE DATE

This MOA shall take effect upon signing by both Signatory Parties. Neither Signatory Party may assign or transfer all or any portion of their obligations under this MOA without the prior written consent of the other party.

XVIII. COUNTERPARTS

This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

XIX. SIGNATORY AUTHORITY

By the signatures below, the Signatory Parties agree to the terms of this MOA.

SIGNATURE PAGE TO FOLLOW

Indian River State College		Suzanne W	oodward
		D124M	religioneral
Dean, Public Service Education		Suzanne Wo	
Date:		Date:	6.75.0085
Provost/Vice President of Academic	Affairs, CAO		
Date:			
President or Designee			
Date:			



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR Action

TOPIC : Pearson Vue Select Testing Center Agreement.		
REGULAR AGENDA OR COMMITTEE : Regular Agenda - C	onsent	
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION		
SUMMARY: This is an agreement for our current Pearson Vu Campus to become a Pearson Vue Select Testing Center. This cha additional exams and will include the Florida Teacher Certification	nge will allow us	
<u>ALTERNATIVE(S)</u> : Currently, our students in the Indian R programs and future local teachers have to travel outside of the four Teacher Certification Exams.		•
FISCAL IMPACT: There is no additional expense for Indian Research Vue Select Testing Center. Offering additional exams will by the Indian River State College Assessment Services Department to predict how much of an increase in testing fees this change will	increase testing at. Unfortunately	fees generated y, it is difficult
PRESIDENT'S RECOMMENDATION: Recommend approval		
SUBMITTED BY: Steven Daniello	DATE:	7/8/25
BOARD ACTION:	DATE:	8/26/25

PVTC Select Amendment for Site ID 70923

Company Name Indian River State College

Street Address 3209 Virginia Avenue, Building W, Room 109

City Fort Pierce State FL Country USA Postal Code 34981

Amendment to Pearson VUE Authorized Center Agreement ("Agreement") as executed between the parties ("PVTC Select Amendment"). If there is a conflict between the Agreement and/or the Guides and/or PVTC Select Amendment, respectively, this PVTC Select Amendment will supersede. Company and Pearson VUE agree that the Agreement is amended as follows:

1. Company

Company wishes to be a select Pearson VUE Authorized Center that requires additional Pearson VUE Testing Equipment (as defined below), security, procedural, and technical requirements ("PVTC Select"), and as such Company agrees to the additional obligations and requirements delineated in this PVTC Select Amendment or relevant Guide. "Select Tests" shall mean those Tests designated as Select Tests by Pearson VUE in its sole discretion. Select Tests delivered by PVTC shall **ONLY** be compensated as an hourly or flat fee Test, as designated solely by Pearson VUE, in Exhibit A attached to the Agreement. The obligations and requirements herein are only in relation to the delivery of Select Tests and do not apply to the delivery of other Tests for other Sponsors for which the Agreement and the Guides govern.

Guides as defined in Agreement should be deemed to include, but not limited to, PVTC Select Minimum Technical Requirements, PVTC Select Minimum Sponsor Technical Requirements, PVTC Select Policies and Procedures Guide, PVTC Regulatory Policies and Procedures Guide, PVTC Exam Sponsor's Guide, and PVTC Select Exam Sponsor's Guide, that set forth the testing policies and procedures, the Sponsors' requirements, and explains the use of Pearson VUE's applications. If Company does not accept the additional Guides within a reasonable time frame, which shall never last longer than 30 days, then the Company will be deemed to have accepted such additional Guides.

2. Term and Termination

The term for this Amendment commences as of the last date it is executed by both parties, and, unless terminated earlier, will terminate when the Agreement Term terminates or expires ("Amendment Term"). Without cause, either party may terminate this Amendment and testing activities associated therewith without causing the termination of the Agreement by: (i) providing ninety (90) days written notice, if by Company to Pearson VUE; or (ii) providing thirty (30) days written notice, if by Pearson VUE to Company. For any actual or threatened breach of this Amendment, or with cause of any kind, Pearson VUE may immediately terminate this Amendment.

Company understands and agrees that during the term of this Amendment that the notice period for termination of the Agreement delineated in Section 3(a) of the Agreement is hereby deleted and replaced therewith the following:

"Pearson VUE may terminate this Agreement without cause by giving Company at least thirty (30) days prior written notice. Company may terminate this Agreement without cause by giving Pearson VUE at least ninety (90) days prior written notice."

3. Operational Readiness and Availability

Company must comply with all additional obligations and requirements delineated in this Amendment and in Guides. Company must complete preparations for Tests within thirty (30) days from the effective date of this PVTC Select Amendment or as mutually agreed upon by the parties. Company must maintain flexibility in scheduling and be open and available for the volume of business forecasted for their location by Pearson VUE.

- a. Standard Scheduling Company must commit to the following scheduling requirements:
 - (i) specific open dates on a twelve (12) month advance rolling basis;
 - (ii) a minimum of two (2) days per month or available to meet candidate demand;
 - (iii) to provide Pearson VUE with additional dates that may be opened as mutually agreed upon by the parties; and
 - (iv) initial seat number requirements for Select Testing <u>15</u>.

b. Requests to Close

If Company has already agreed to and posted its availability but is required to close, then Company will provide a written request for such closure on that specific day and such closure will have to be approved in writing within five (5) business days by Pearson VUE. If Pearson VUE does not respond to such request within five (5) business days, then such request will be deemed to be denied.

c. <u>Unplanned Closures</u>

- Company will notify Pearson VUE immediately of any unplanned outage or closure caused by a force majeure.
- (ii) In the event of an unplanned closure or outage, Company will make every effort to restore operations within two (2) business days.
- (iii) If Select Test Candidates were prevented from testing as a result of such closure or outage, Company will provide the necessary number of additional open dates within fifteen (15) days or as otherwise agreed to by Pearson VUE.
- (iv) Company is responsible for reimbursement of reasonable costs incurred by Candidates scheduled but unable to take a Select Test, unless and to the extent the failure to test is due to the fault of Pearson VUE, the Candidate, the Sponsor or otherwise precluded by other provisions of the Agreement. In addition to other remedies available to Pearson VUE, Company will be liable for any penalties incurred by Pearson VUE from Sponsors due to test cancellation or delay to the extent arising from Company's failure to comply with the provisions of the Agreement and this Amendment.

4. Administrative Requirements

Company must have a minimum of two (2) Test Administrators ("TAs") certified and trained for Select Test delivery. All TAs must be certified for Select Test delivery before any Select Test is delivered. TAs must pass the Select TA certification exam and recertify annually, maintain strict security, follow all instructions from Pearson VUE, and adhere to the Rules of Conduct and Certification Agreement. Company must notify Pearson VUE if at any time a certified and trained TA is added or deleted for Select Test delivery.

5. Candidate Monitoring

On days that Select Tests are scheduled, at least one (1) TA certified for Select Test delivery must be physically on-site at all times to administer Tests and proctor Candidates continuously during Select Test delivery. Unless otherwise specified in writing by Pearson VUE, all Candidates taking Select Tests must be monitored using audio/visual monitoring and recording equipment. Company will not modify or distribute recordings of Select Testing Candidates, and must return such recordings to Pearson VUE in a manner and within a timeframe as requested by Pearson VUE. All recordings must be retained for a minimum of thirty (30) days, unless otherwise authorized by Pearson VUE in writing or as otherwise compelled by law, regulation or order of a government authority.

6. Candidate Accommodations

Company is responsible for the following:

- a. making legally required accommodations for Candidate testing at its expense;
- b. for complying with reasonable Pearson VUE or Sponsor requests for Candidate accommodation at Pearson VUE's expense; and
- c. for providing a testing facility that is accessible and in compliance with applicable access and accommodations regulations and laws.

7. Facility Requirements

Company must meet the following facility requirements:

- a. <u>Location and Building</u> suitable by local standards for Select Testing and approved as such by Pearson VUE.
- b. <u>Parking and Transportation</u> adequate parking and/or access to some form of public transportation (to include trains, buses, taxis, etc.).
- c. Building Signage signage must clearly indicate the location of the Company within its building.
- d. <u>Accessibility</u> provide access by disabled persons at least to the extent required by applicable local laws and regulations.
- e. <u>Bathroom</u> convenient access to a washroom/toilet facility, either within Company or within the same facility as the Company.
- f. <u>Check-in Area</u> must have the following characteristics:
 - (i) separate from but near to the Testing Room;

- (ii) a workspace for TA, Administrator Workstation and Testing Equipment which includes signature pad, digital camera, palm vein or other human identity authentication device in accordance with the Guides;
- (iii) adequate seating for waiting Candidates;
- (iv) a seat next to the Administrator Workstation with a neutral background and adequate overhead lighting where Candidates will sit to have their photos taken; and
- (v) one locker per Delivery Workstation for storage of personal belongings, with its own key provided to Candidate.
- g. <u>Testing Room</u> must have the following characteristics:
 - separate from but near to the Check-in Area with a door that can be closed, and located in a lowtraffic area:
 - (ii) clean, comfortable, adequately lit and smoke-free;
 - (iii) used only for testing when test sessions are in progress, with all other equipment and materials removed:
 - (iv) the number of Delivery Workstations required for Select Testing as mutually agreed upon by Pearson VUE and Company;
 - (v) each Delivery Workstation must be placed on a flat, clean workspace at least 1.2m (4') wide with no obstructions overhead or underneath;
 - (vi) workstations must be separated by solid privacy partitions or walls at least 1.5m (5') in height and extend outward from the wall at least 1.2m (4');
 - (vii) each workstation must have a comfortable, height-adjustable office style chair; and
 - (viii) location of Delivery Workstations must provide the TA with an unobstructed line of sight to each Candidate while testing is in progress.
- h. <u>Separate Room</u> a separate, lockable, climate-controlled room or data closet (accessible only to authorized personnel) to securely house, any required Pearson VUE testing server and audio/visual equipment.

8. Technology Requirements

Company must meet the then-current PVTC Select minimum technical requirements, (or any mutually agreed upon higher specifications required by specific Sponsors that may be provided by Pearson VUE), for the Pearson VUE Testing System ("Testing System"):

- a. <u>Installation Scenario</u> Testing System must be installed in a "Server Scenario" (also referred to as "Scenario 3") as listed in the Guides.
- b. <u>Dedicated Server</u> When required and advised by Pearson VUE, the Testing System must be installed on a file server that is dedicated to Pearson VUE testing.
- c. <u>Administrator Workstation</u> in addition to meeting the then-current Minimum System Requirements as delineated in the Guides, the Administrator Workstation must have the following characteristics:
 - (i) at least one (1) USB interface hub to allow for the minimum number of required interface ports;
 - (ii) always on, with the Pearson VUE Application Wrapper service installed and configured to manage Remote Maintenance Agent ("RMA") connections to the Pearson VUE hub as required; and
 - (iii) connected to the Internet via a broadband connection (e.g. cable, DSL, ISDN, frame relay, etc.) with at least a minimum speed meeting the then-current Minimums System Requirements or any higher specifications that may be, located in the Guides, required to deliver specific Sponsor Tests.
- d. <u>Delivery Workstation(s)</u> in addition to meeting the then-current Minimum System Requirements as delineated in the Guides or located at the following link https://home.pearsonvue.com/Documents/Test-center/pearsonvue technical regs.aspx, or other site as communicated by Pearson VUE in writing.
- e. <u>Audio/Visual Equipment</u> Company or Pearson VUE will provide audio/visual monitoring and recording equipment, consisting of one (1) or more cameras connected to a monitor and recording equipment.
- f. <u>Printer, Fax, and Scanner</u> in addition to meeting the then-current Minimum System Requirements for the Printer as delineated in the Guides, Company must also have a scanner and fax machine.

9. Pearson VUE Testing Equipment

Any testing-related equipment provided by Pearson VUE ("Pearson VUE Testing Equipment") to Company, exclusively for Pearson VUE testing purposes, in exchange for Company's explicit agreement to the additional obligations of this Amendment.

a. Limitations on Use

Pearson VUE testing equipment shall be used exclusively to provide and promote Pearson VUE testing services at Company. Pearson VUE testing equipment is not to be moved from designated Company without Pearson VUE's prior express written consent.

b. Ownership of Pearson VUE Testing Equipment

- (i) Company understands and agrees that Pearson VUE owns testing equipment provided by Pearson VUE and Company owns Testing Equipment if Company purchased the Testing Equipment. Notwithstanding anything contained in this Agreement, in no event will any of Pearson VUE's proprietary software, materials and related information and equipment become the property of Company and the same are expressly excluded from any transfer of ownership, or other arrangement, under the Agreement and this Amendment.
- (ii) In event of termination of this Amendment by Pearson VUE or Company for any reason, Company will immediately return Pearson VUE Testing Equipment to Pearson VUE, unless the Pearson VUE informs Company in writing of specific arrangements for Pearson VUE Testing Equipment. Company will be responsible for all costs associated with packaging and shipping of Pearson VUE Testing Equipment. Return of Pearson VUE Testing Equipment does not release Company from its obligations hereunder, unless notified of such release in writing by Pearson VUE.

c. <u>Upkeep/Insurance of Pearson VUE Testing Equipment</u>

Company understands and agrees that it will, at Company's expense, keep and maintain Pearson VUE Testing Equipment in good working order, repair and appearance, and make or arrange with Pearson VUE to make any and all necessary repairs and replacements thereto in order that Pearson VUE Testing Equipment will continue to fulfill its intended function or use. Should any Pearson VUE Testing Equipment be damaged for any reason, and be capable of repair, Company will promptly repair or arrange with Pearson VUE to repair the same at Company's expense, except to the extent that such damage or loss of service is due to normal "wear and tear" or arise from actions of Pearson VUE or a Sponsor.. For normal "wear and tear" and minor repairs, Company should contact Pearson VUE for repair and/or replacement at Pearson VUE's discretion.

d. <u>Taxes, if applicable</u>

Company shall pay all fees, tariffs, taxes or any other such assessments on Pearson VUE Testing Equipment or the use or operation thereof, now or hereafter imposed, levied or assessed by any state, federal or local government agency. All such assessments will be paid by the Company before the same shall be in default or subject to the payment of any penalty or interest. Company will provide Pearson VUE with receipts or other evidence of payment satisfactory to Pearson VUE.

10. Access to Testing Equipment

Company will provide Pearson VUE with remote access to the Testing Server, if applicable, and Audio/Visual Equipment for the purpose of recovering Test results and related records and/or auditing the system, to the extent permitted by applicable laws.

11. Monitoring Compliance

Company agrees to monitoring by Pearson VUE for the purpose of measuring initial suitability for Select Test delivery as well as ongoing compliance with the facility, equipment, procedural, and security requirements specified in this Amendment, the Agreement and the Guides. Company agrees to immediately implement any and all corrective actions recommended as a result of such monitoring, and understands that failure to demonstrate satisfactory performance as measured by such monitoring, or failure to implement corrective actions recommended as a result of such monitoring, constitutes grounds for immediate termination of this Amendment and/or the Agreement. Monitoring will take various forms, including (but not necessarily limited to):

- a. <u>Background Checks</u> to include checks on business registration, business background check, and background checks on owners and/or principal office holders scheduled or unscheduled.
- b. <u>On-Site Audits</u> periodic, scheduled audits of Company operations conducted by Pearson VUE (or its authorized third party). Company agrees to fully cooperate with Pearson VUE and its auditors during such audits.
- c. <u>Integrity Shops</u> conducted in the manner described in the Agreement one or more times during each year. Company understands that it will receive no Test Delivery or Registration compensation for Integrity Shops.

12. Select Test Training Programs

During the Amendment Term, Company shall not, individually or jointly with others, directly or indirectly, develop or deliver any training program designed to assist or prepare Candidates for any Select Tests that Company delivers for or on behalf of Pearson VUE, unless specifically agreed upon in writing by Pearson VUE.

Except as provided in this Amendment, all terms and conditions of the above referenced Agreement and Guides, as amended, will remain in full force and effect.

Company	NCS Pearson, Inc.	
Signature	Signature	
Name	Name	
Title	Title	
Date	Date	

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR Action

TOPIC : Property Surplus and Inventor Write-off	
REGULAR AGENDA OR COMMITTEE : Regular Agend	a - Consent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: A portion of the equipment utilized by the College has reach otherwise become unusable. Attached, please find a list of projutility and should be removed from property inventory.	
The property values on the list reflect original purchase price value. I am requesting that the District Board of Trustee \$46,563.80 from the College inventory.	
<u>ALTERNATIVE(S)</u> : N/A	
FISCAL IMPACT : No fiscal impact; all items to be written	off have been fully depreciated.
PRESIDENT'S RECOMMENDATION: Recommend app.	roval
SUBMITTED BY: Edith Pacacha	DATE: 7/8/25
BOARD ACTION:	DATE: 8/26/25

Depreciable Asset Status Report for August 2025

Asset	Description	Serial #	Received	Reason	Total Cost	Net	Depreciation	Depreciation Class	Administrator	Last Location
40182	PELLE D'PERLA MICRODERMABRADER		2/9/2004	Obsolete	\$ 5,474.43	1	\$ 5,474.43	5YR Class Life	Troy Sherear	Massey EN-102
40300	PELLE D'PERLA MICRODERMABRADER		6/1/2004	Obsolete	\$ 5,478.67	-	\$ 5,478.67	5YR Class Life	Troy Sherear	Massey EN-102
43203	GMC 1992 PICK UP TRUCK	1GTFC24KXN	12/1/1992	Obsolete	\$ 13,900.00	ı	\$ 13,900.00	5YR Class Life	Troy Sherear	Massey O-120
44123	MICRODERMABRADER W/SKIN SCANNER		6/5/2007	Obsolete	\$ 6,058.70	1	\$ 6,058.70	7YR Class Life	Troy Sherear	Stuart Square
47265	AMMCO 4000SP BRAKE LATHE		6/8/2011	Obsolete	\$ 6,049.00	1	\$ 6,049.00	5YR Class Life	Troy Sherear	Massey O-100L
47885	HUNTER BRAKE LATHE		9/27/2012	Obsolete	\$ 9,603.90		\$ 9,603.90	5YR Class Life	Troy Sherear	Massey O-100L
				Total =	\$ 46,564.70	-	\$ 46,564.70			

AGENDA ITEM NO. 16m DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR *ACTION*

TOPIC : Research Services and Facility Use Agreement with Edge I	Hydration & Recovery, LLC
REGULAR AGENDA OR COMMITTEE: Regular Agenda - Con	nsent
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: This is a research services and facility use agreement between the correction of Recovery LLC in Port St. Lucie. This agreement allows IRSC science participate in a research collaboration to evaluate Edge Deep Sea Hydrond health care environments (Massey M, N and FSU buildings, Pruit starts on July 1, 2025, and remains in effect for a period not to except with the agreement is Exhibit A, which outlines the services to be remained.	te faculty, staff & students to dration products in laboratory t S building). The agreement eed two (2) years. Included
<u>ALTERNATIVE(S)</u> : N/A	
FOR CONTRACTS: 1. TERM: July 1, 2025 – June 30, 2027	
2. FISCAL IMPACT: N/A	
3. TERMINATION TERMS: 30 days written notice	
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Dr. Anthony Dribben / Dr. Heather Belmont	DATE: 7/1/25
BOARD ACTION:	DATE:

RESEARCH SERVICES AND FACILITY USE AGREEMENT

THIS RESEARCH SERVICES AND FACILITY USE AGREEMENT ("Agreement"), effective as of the last date signed below ("Effective Date") is made by and between the District Board of Trustees of Indian River State College, Florida, (hereafter referred to as "IRSC"), with its principal address at 3209 Virginia Ave., Fort Pierce, FL 34981 and Edge Hydration & Recovery LLC (hereafter referred to as "Edge"), whose address is 7461 NW Greenspring Street, Port Saint Lucie, FL 34987, each one a "Party" and collectively "Parties."

WHEREAS, Edge desires to use the facilities and retain the services of IRSC, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Edge and IRSC agree as follows:

- **1. Scope of Service to be Performed.** IRSC agrees to undertake and conduct the work as outlined in Exhibit A ("Services").
- 2. Period of Service. This Agreement shall commence immediately upon the Effective Date and terminates two years therefrom, unless extended by written amendment or terminated sooner following the termination provisions set forth below. Services involving human subjects may not be conducted until IRB approvals have been obtained.
- 3. Facility Use. IRSC agrees to provide its facilities for use by Edge as set forth in Exhibit A. Edge agrees that it shall conform to, comply with, and abide by all applicable IRSC policies applicable to use of said facilities. Edge is responsible for the conduct of its officers, employees, agents, participants, patrons, and guests, and for enforcing all College rules and policies and agrees that College shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Edge or by any person who may at any time be using or occupying or visiting the facilities or be in, on or about the same whether such loss, injury, death or damage shall be caused by or in any result from or arise out of or any act, omission or negligence of Edge or any occupant, visitor, or user of any portion of the Facilities
- 4. Notices. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

If to the College: Indian River State College Attn: Dean of Science 3209 Virginia Ave. Fort Pierce, FL 34981 With Copy to: Indian River State College Attn: General Counsel 3209 Virginia Ave. Fort Pierce, FL 34981 If to Contractor: Edge Hydration & Recovery LLC 7461 NW Greenspring Street Port St. Lucie, FL 34987

- **5. Reports.** College will provide Edge reports summarizing the results of the Services, as described in Exhibit A.
- 6. Confidential Information. Should it be necessary for either Party to disclose confidential information to the other, the Parties will first execute a confidentiality agreement.
- 7. Edge Materials. Edge agrees to permit College to use Edge Materials (which are as follows: Deep Sea Mineral Hydration products and includes the original material and any progeny, unmodified derivatives, any part of the foregoing incorporated in modifications) to perform the Services. Except as otherwise provided in this Agreement, no other right or license to Edge Materials is granted or implied as a result of the transfer of Edge Materials to College. College will not reverse engineer or conduct any analysis of Edge Materials to determine chemical structure, composition or chemical properties.
- **8. Publications.** Edge recognizes that College must have the ability to publish study findings, results or other information gained in the course of the Services in scholarly journals, student dissertations, or other professional forums. Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not comprise the ability to file for patent protection or inadvertently divulge proprietary information of a Party
- 9. Inventions and Patents. Ideas, know-how, data (including study results), and other intellectual property generated under this Agreement shall be the sole and exclusive property of the employer of the author or inventing party and inventorship shall be determined in accordance with U.S. Patent laws.
- 10. Use of Name for Publicity. Neither Party shall use the name of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other, such approval shall not be unreasonably withheld. Nothing in this Agreement, however, shall prevent College from using any information generated hereunder for ordinary research and educational purposes.
- 11. Compliance with Law. The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.
- 12. Independent Contractor. College shall be deemed to be and shall be an independent contractor and, as such, College shall not be entitled to any benefits applicable to employees of Edge; Neither Party is authorized or empowered to act as agent for the other for any purpose and

shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

- 13. Assumption of Risk. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof to the extent permitted by Section 768.28, Florida Statutes. College is not liable for the acts of third parties or the consequences of the acts of third parties.
- 14. Insurance. Edge shall obtain and maintain appropriate public liability and casualty insurance, to insure against any liability caused by its use of the Facilities under this Agreement. User shall provide proof of insurance with general liability against bodily injury, personal injury, and property damage, in limits of not less than \$1,000,000 per claimant. User shall carry Workers' Compensation insurance in an amount equal to the statutory limits established by the State of Florida for any and all employees of User. Indian River State College shall be listed as an additional insured.
- 15. Indemnification. Edge shall indemnify, defend, protect, and hold harmless Indian River State College, the Indian River State College Board of Trustees, and its officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Edge's use of the Facilities and the activities to be carried out pursuant to the obligation of this Agreement, including but not limited to the use by Edge of the results of the Services; provided, however, that the following is excluded from Edge's obligation to indemnify and hold harmless:
- a. the negligent failure of College to comply with any applicable law or governmental requirements; or
 - b. the negligence or willful malfeasance by College, or its officers, agents, or employees.

This provision shall survive the expiration or earlier termination of the Agreement.

- 16. Termination. Either Party may terminate this agreement without cause upon thirty (30) days' prior written notice to the other. Upon any termination of this Agreement by either Party, College will cease work.
- 17. No Representation and Warranties. College makes no representations and extends no warranties of any kind, either express or implied with regard to the Services performed under this Agreement. There are no express or implied warranties of merchantability or fitness for a particular purpose. College makes no representation as to the usefulness of any Services. If Edge chooses to exploit Service deliverables or any resulting intellectual property in any manner whatsoever, it does so at its own risk.

- 18. Sovereign Immunity. College expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the College beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the College for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the College, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- 19. Dispute Resolution, Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. In event that any disputes or claims arising from this Agreement cannot be resolved as provided for above, any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida. This Agreement shall be governed by the laws of the State of Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- **20.** Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including pandemic, fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
- 21. Miscellaneous. This Agreement (a) may not be assigned or transferred by either Party without the other Party's prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.
- 22. Export Control. Edge shall notify College in writing before providing College any export-controlled information or materials. Edge shall include, if known, the Export Control Classification Number, United States Munitions List Category or EAR99 designation as appropriate.
- 23. Counterparts; Execution. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

24. Entire Agreement; Modification. This Agreement, including the attached Exhibit A, constitutes the entire and only Agreement between the parties relating to the Services and Use of College Facilities, and all prior negotiations, representations, agreements, and understandings are superseded hereby. The Parties may only modify this Agreement by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COLLEGE:	EDGE HYDRATION & RECOVERY LLC:
REVIEWED FOR SUBSTANCE BY COLLEGE CONTACT:	
Signature	Signature
Anthon & DRIBEN Printed Name and Title	Ismari Rosales Printed Name
Dean of Science	President
Department	Title
6/18/25	6/1/2025
Date	Date
APPROVED BY	
A second	
Dr. Timotly Moore, President	
7/1/25	
Date	

EXHIBIT A SERVICES

College will evaluate Edge Deep Sea Hydration products in laboratory and health care environments (Massey Campus M, N and FSU buildings; Pruitt Campus S building). As part of this evaluation, College will:

- 1. Provide Edge with the associated testing data and feedback;
- 2. Utilize Edge Deep Sea Mineral Hydration solutions and Deep-Sea Mineral Chaser Drops as intended;
 - 3. Report to Edge any adverse effects or performance issues;
- 4. Not attempt any reverse-engineering of the Deep-Sea Hydration products or its components.
- 5. Under the supervision of College faculty and staff, allow use of facility space as available and the use of any available instructional materials for this volunteer program for the purpose of collecting physiological data of volunteer test subjects before and after consumption of Edge Deep Sea Mineral Hydration products.
- 6. Provide faculty and staff members of College to serve as mentors for students (and Edge staff) working on this project.

AGENDA ITEM NO. 16n DISTRICT BOARD OF TRUSTEES



BOARD ACTION:

SUMMARY OF ITEM FOR Action

DATE: 8/26/25

TOPIC : Skillsoft LLC Order Form for 2025-2026 Contract for Percipio Learning					
REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent					
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION					
Skillsoft provides Percipio Learning, a learning platform that is currently in use in both academic courses during Summer B, and as part of Human Resources compliance efforts. This order form is to continue services for the 25-26 academic year. The President signed the order form as an emergency purchase as the Contractor required a signed form prior to July 31, 2026 in order to continue service. Interruption of service would have disrupted student courses currently running in Summer B, and would provide no opportunity for redesign of upcoming courses. Staff requests that the Board ratify the purchase since the total purchase amount over the entire term of the current Skillsoft agreement (2018-present) requires Board approval. Skillsoft has been in use at the College since approximately 2005, and this one-year contract allows the College to align with current operating and purchasing procedures without negatively impacting student learning and course completion.					
ALTERNATIVE(S): Alternatives will be explored this upcome	ming fiscal year.				
FOR CONTRACTS: 1. TERM: July 1, 2025 – June 30, 2026 2. FISCAL IMPACT: \$65,009.15 3. TERMINATION TERMS: See Master License Agreement and the second secon					
PRESIDENT'S RECOMMENDATION: Recommend appr	ovai				
SUBMITTED BY: Dr. Mia Tignor	DATE: 7/30/25				



ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of July 1, 2025 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and Indian River State College ("Customer"), and issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Indian River State College dated 1 May 2018 (the "Agreement").

1. LICENSE DETAILS

START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
July 1, 2025	June 30, 2026	Percipio Skillsoft Expert 2.0	1,500
DEPLOYMENT METHOD: Percipi	0		

	START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
	July 1, 2025	June 30, 2026	Percipio Compliance	1,200
	July 1, 2025	June 30, 2026	Percipio Compliance Access Model	30,000
L			iviodei	

DEPLOYMENT METHOD: Percipio Compliance

Course Access License shall be a license for one (1) Customer employee to access and use via the Deployment Method listed above, one (1) Course, of the Percipio Compliance Complete collection. The Course Access License shall be deemed consumed when the relevant course is completed by the relevant Licensed User. For the avoidance of doubt a Licensed User may have more than one Course Access License, provided always that the total number of Course Access Licenses does not exceed the number of Course Access Licenses set forth in the table above during each annual term of the Agreement. Notwithstanding the foregoing, the parties agree that every unconsumed Course Access License granted in an annual term of this Order Form shall expire on the last day of said annual term. In no event shall Customer be entitled to (a) carry over any unused Course Access Licenses after the end of an annual term or the License Term of this Order Form; or (b) receive a refund for any prepaid but unused (un-completed) Course Access Licenses.

Course Access License Details.

- (a) <u>Courses.</u> Skillsoft agrees that Customer's employees shall be entitled to select from the courses in the Percipio Compliance Complete. For the purposes of clarification, one (1) Course completed by one (1) Licensed User shall be deemed a consumption of one (1) Course Access License.
- (b) <u>License Grant.</u> Skillsoft hereby grants to Customer the number of Course Access Licenses listed in the table above for each annual term, subject to the terms and conditions of the Agreement.
- (c) Reporting. If the Course Access Model is deployed outside of Skillsoft's platform, Customer agrees that, if requested by Skillsoft, Customer will provide a usage report to Skillsoft ("Usage Report"). The Usage Report shall include details of all users of the Course Access Model. The purpose of the Usage Report shall be to show the number of users that accessed the Course Access Model in the preceding month.
- 2. LICENSE FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES	
Y1	65,009.15 USD	
TOTAL	65,009.15 USD	

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

Customer's purchase order is due upon execution of this Order Form by Customer. Customer's failure to provide a purchase order upon execution shall not be deemed to change or delay Customer's payment obligations, nor will such failure invalidate any invoice issued by Skillsoft.

- 3. ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.
 - Authorized Audience means the number of Licensed Users that may access and use the Skillsoft Product(s) licensed hereunder for the License Term.
 - License Consumption occurs when a member of the Authorized Audience has accessed the Percipio platform (each such person, a "Licensed User"). Further, once a member of the Authorized Audience has accessed the Percipio platform, that member is considered to have consumed a license for the Skillsoft Product(s) that have been assigned to that member for the remainder of the then current annual License Term. Notwithstanding the foregoing, Skillsoft agrees that licenses for terminated



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employees of Customer can be exchanged for a new member of the Authorized Audience during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's License Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.

- License Term means the period of time from the Start Date to the End Date.
- Licensed User shall mean an individual employee of Customer based in the Territory who is authorized by Customer to
 access the Skillsoft Products.
- Percipio shall mean a method for the delivery of and access to the Skillsoft Products whereby Skillsoft shall host the Skillsoft Products on Skillsoft servers and Customer may obtain access to the Skillsoft Products. Customer may not customize Percipio. Skillsoft shall provide installation of any maintenance releases and/or new version releases to the Percipio platform at no extra charge to Customer. The timing of such installations will be at Skillsoft's discretion. Skillsoft shall maintain backups of customer data for a period of not more than ninety (90) days. Skillsoft will provide storage for custom content, at no additional cost, as follows: 200 gigabytes of storage space (Initial Storage Allowance). Customer shall be responsible for monitoring its use of the storage and if Customer exceeds the Initial Storage Allowance, Customer will be charged a negotiated price per gigabyte.
- Percipio Compliance means an interface located on Percipio by which Customer shall access all licensed compliance products hosted on Skillsoft's Online Training Academy platform.
- Percipio Skillsoft Expert 2.0 is a package of selected assets in the area of business, productivity and collaboration, digital
 transformation, and technology and developer. Skillsoft reserves the right to modify, restrict, or update any content contained
 in the Percipio Skillsoft Expert 2.0 throughout the term of this Order Form.
- Territory shall mean North America, however, if any portion of the Territory is subject to an embargo or other legal restriction imposed on either party, that portion of the Territory shall be deemed excluded from the definition of "Territory".

RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Skillsoft Products provided hereunder.

The authorized representatives of Skillsoft and Customer have executed this Order Form signifying their agreement to its contents.

SKILLSOFT (US) LLC	INDIAN RIVER STATE COLLEGE
Ву:	By: Timothy Moore C5EA4202E7F6490
Name:	Name: Timothy Moore
Title:	Title: President
Date:	Date: 7/31/2025



EXHIBIT A CUSTOMER INFORMATION EXHIBIT

Indian River State College **BILL TO** CONTACT Sera Phillips PHONE 772/462-4740 E-MAIL sfphilli@irsc.edu **ADDRESS** 3209 Virginia Ave CITY Ft Pierce STATE FL **COUNTRY** US ZIP CODE 34981-5596

SHIP TO
CONTACT
PHONE
E-MAIL
ADDRESS
CITY
STATE
COUNTRY
ZIP CODE

Indian River State College
Mia tignor
(772) 462-7590
mtignor@irsc.edu
3209 Virginia Ave
Ft Pierce
FL
US
34981-5596

AMENDMENT NO. 1 TO ORDER FORM DATED 1 JULY 2022 BETWEEN SKILLSOFT (US) LLC AND INDIAN RIVER STATE COLLEGE

This Amendment No. 1 together with any Exhibits attached hereto which are hereby incorporated by reference (the "Amendment No. 1") is effective as of 1/23/2023 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and Indian River State College ("Customer") and issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Customer dated 1 May 2018 (the "Agreement").

WHEREAS, Skillsoft and Customer entered into the Agreement; WHEREAS, Skillsoft and Customer entered into an Order Form dated 1 July 2022 ("Order Form"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Skillsoft and Customer agree as follows:

A. <u>Amendment to Order Form Definitions.</u> The parties agree that from the Effective Date of this Amendment No. 1 and continuing until 30 June 2025, the following changes will be made to the Skillsoft Order Form Definitions currently licensed by Customer under Section 3 of the Order Form at no additional cost to Customer:

For the purposes of this Order Form only, License Consumption occurs when a member of the Authorized Audience has accessed the applicable Skillsoft Product (a Licensed User). Accessing a Skillsoft Product includes CD or on-line viewing as well as downloading for future use, and/or saving to a bookshelf. Once an individual has accessed a Skillsoft Product, such individual is considered to have consumed a license for that Skillsoft Product for the remainder of the then current annual License Term, or except as otherwise set forth herein. Notwithstanding the foregoing, Skillsoft agrees that licenses for terminated employees of Customer can be exchanged for a new member of the Authorized Audience during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's License Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.

B. <u>Definitions.</u> Any term not otherwise defined herein shall have the meaning provided it in the Agreement and the Order Form.

RATIFICATION. The terms and conditions of the Agreement and the Order Form shall govern the use of the Skillsoft Products provided hereunder.

Except as modified above, all other terms and conditions of the Agreement and the Order Form remains effective as is. The authorized representatives of Skillsoft and Customer have executed this Amendment No. 1 signifying their agreement to its contents.

SKILLSOFT (US) LLC	INDIAN RIVER STATE COLVEGE
© Michael Manix	
Signature	Signature
Michael Manix	Timoday Moore
Print Name	Print Name
Dir, Revenue	PRESTOENT
Title	Title
1/17/2023	1/3/13
Date	Date





MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") is effective as of 1 May 2018 (the "Effective Date"). Capitalized terms set forth herein shall have the meanings set forth in this Agreement or an Order Form issued hereunder.

WHEREAS, the Customer Identified below desires to use the products and/or services described in an order executed by both parties and Issued under the terms and conditions of this Agreement (an "Order Form"); and

WHEREAS, Skillsoft Corporation ("Skillsoft") is willing to license the products and/or services described in an Order Form Issued hereunder to Customer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Skillsoft and Customer agree as follows and have caused this Agreement to be executed by their duly authorized representatives.

The duly authorized signatories of the parties' have read, understand and agree to the terms and conditions set forth below, effective as of the date set forth above.

Skillsoft Corporation 300 Innovative Way Sulte 201 Nashua, NH 03062	("Customer") Indian River State College 3209 Virginia Ave Ft Pierce, FL 34981-5596
United States	Bh
Signature Paul R. O'Brien	Signalius Benjanin Gremm
Print Name Vice President / CIO	Director, Corporate Accounting
Title June 28, 2018	Ture 28, 2018
Date	Date

GENERAL TERMS AND CONDITIONS

1. Definitions

- 1.1 "Authorized Audience" shall mean the number of Customer employees located in the Territory that are authorized to access and use the applicable Skillsoft Product(s) (as licensed in any Order Form issued under this Agreement). Customer shall limit the use of the Skillsoft Product(s) to the number of Licensed Users for whom Customer has paid the required license fees.
- "Confidential Information" means any non-public, confidential or proprietary information or data, whether communicated in writing, orally or by any other method, and whether or not patentable or copyrightable, that is provided by one party (Discloser) to the other party (Recipient) under this Agreement and that is marked as "confidential" or "proprietary" by the Discloser; provided that, if such information or data relates to the Skillsoft Property, then such information and data will be "Confidential Information" whether or not it has been marked as "confidential" or "proprietary" by the Discloser. Without limitation, Skillsoft's Confidential Information will include the Skillsoft Products, web site architecture and content, its proprietary technology or computer software in all versions and forms of expression, manuals, notes, Documentation, technical information, drawings, diagrams or specifications. Customer's Confidential Information will include the Customer Data.
- 1.3 "Customer Data" means any data, Information or material provided or submitted to Skillsoft by the Customer in connection with Customer's use of the Skillsoft Products.
- 1.4 "Documentation" shall mean all technical documentation, manuals and specifications with respect to the Skillsoft Product(s) that are generally made available by Skillsoft with the Skillsoft Product(s). Skillsoft reserves the right to revise the Documentation from time to time, in its sole discretion.
- 1.5 "Intellectual Property Rights" shall mean Skillsoft's ownership rights and other proprietary rights and interests in and to all patents, patent rights, trademarks, service marks, copyrights, trade secrets and other intellectual property and all other rights incorporated or embodied in, used to develop or related to any of the foregoing.
- 1.6 "Skillsoft Product(s)" shall mean the Skillsoft products and services, identified on Order Form(s) issued under this Agreement, which Order Form(s) are incorporated herein by reference.
- 1,7 "Skillsoft Property" shall mean the Skillsoft Product(s) and Skillsoft's web site architecture and content thereof including, but not limited to, the Intellectual Property Rights inherent therein and/or appurtenant thereto and any copies made as authorized under this Agreement.
- 1.8 "Territory" shall mean North America, however, if any portion of the Territory is subject to an embargo or other legal restriction imposed on either party, that portion of the Territory shall be deemed excluded from the definition of "Territory".



- 2. License Terms.
- 2.1 Subject to the restrictions stated in this Agreement and an Order Form issued under this Agreement, Skillsoft grants to Customer and Customer accepts, a nonexclusive, non-transferable license (without the right to sublicense) for the License Term set forth in the applicable Order Form, to use and to allow the applicable Authorized Audience to access and use the Skillsoft Product(s) set forth therein for Internal training purposes only.
- 2.2 All Skillsoft Products are the property of Skillsoft and/or its third party publishers and/or licensors and is protected by copyright and other laws relating to proprietary rights. Except for the limited licenses granted pursuant to this Agreement, the terms of this Agreement do not convey any ownership or other rights of any kind to Customer in or to Skillsoft Property. Skillsoft and its publishers and licensors have and shall retain all right, title and interest in and to the Skillsoft Property. Skillsoft reserves all rights not expressly granted to Customer herein. Customer shall have the right to receive any corrections, enhancements or other modifications as commercially available to all Skillsoft customers licensing the same Skillsoft Products. Further, Customer shall keep the Skillsoft Property free and clear of all claims, security interests, liens and encumbrances.
- Except as may otherwise be permitted in this Agreement, Customer shall not (a) reproduce publish, display, distribute, sell, sublicense, transfer, rent, lease, broadcast, timeshare, loan, disclose, or otherwise make available the Skillsoft Property, or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Skillsoft Property, or any part thereof; (c) modify, translate, adapt, alter or create derivative works (as defined under the United States copyright laws) based upon the Skillsoft Property or any part thereof; (d) remove any proprietary notices, labels, or trademarks or service marks on any Skillsoft Property; (e) merge the Skillsoft Property, or any component thereof with another program (unless otherwise authorized herein); (f) use the Skillsoft Property, or any component thereof, for any purposes other than those explicitly stated in this Agreement; (g) have any right to any source code for the Skillsoft Property (h) permit any party not specifically licensed herein to use the Skillsoft Property; (l) use download functionality enhancement lools; or (j) make unauthorized uses of Skillsoft Intellectual Property Rights. Customer further agrees that Customer is solely responsible for the content of all visual, written, or audible communications using the Skillsoft Product(s). Although Skillsoft is not responsible for any such communications, Skillsoft may terminate or suspend any such communications at any time of which it is made aware of a communication that is unlawful, would constitute a criminal offense or give rise to civil liability. In the event of the foregoing, Skillsoft will provide prompt notice of suspension or termination to Customer.
- 2.4 Provided that Customer reproduces all copyright and other proprietary notices, Customer may make copies of the Skillsoft Product(s) available and Ilcensed by Customer in CD-ROM format for deployment and backup purposes as reasonably necessary to carry out the rights expressly granted by this Agreement. Customer shall take all reasonable security precautions to ensure that only the Authorized Audience accesses the Skillsoft Property.
- 2.5 Customer agrees to maintain during the License Term (as defined in an Order Form) and for one (1) year after termination of this Agreement, records of all use and copying of the Skillsoft Product(s) (if applicable) and assignment of all login identifications used to access the Skillsoft Product(s) if distributed by Customer. Skillsoft shall have the right during such time, but not more than once per year and at Skillsoft's expense, to examine such records and to audit Customer's access to and usage of the Skillsoft Product(s) to verify compliance with this Agreement. Notwithstanding the foregoing, Skillsoft shall have the right to examine such records and audit Customer's access more than once per year if the results of any audit reveal a failure of Customer to comply with the terms of this Agreement.
- 2.6 Upon expiration or termination of this Agreement or any exchange or update of the Skillsoft Product(s), Customer will delete any copies of the Skillsoft Property from its computer(s) or server(s) and destroy or return to Skillsoft all hard copies of the same. Customer agrees to provide Skillsoft with a written statement, signed by an authorized Customer representative, which certifies its compliance with the foregoing obligations.
- 2.7 Customer acknowledges that all of the restrictions on access to and use of the Skillsoft Property contained in this Section 2 and elsewhere in this Agreement apply to the Authorized Audience. Customer will take all necessary steps to ensure compliance of the Authorized Audience therewith, and Customer will be liable and indemnify Skillsoft for any violations of this Agreement by its employees or the Authorized Audience.
- 2.8 Customer shall: (a) not swap or share the login identifications or passwords (Logins) used to access the Skillsoft Products and associated with any Authorized Audience member under any circumstance; (b) notify Skillsoft immediately of any unauthorized use of any Logins used to access the Skillsoft Products or any other known or suspected breach of security; (c) report to Skillsoft immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Customer to be infringing or unlawful; and (d) notify Skillsoft promptly if the Authorized Audience licensed to use any Skillsoft Products set forth in an Order Form is exceeded and promptly (i) execute any amendments or Order Forms necessary to memorialize such excess and (li) pay fees associated with such excess pursuant to Section 2.10.
- 2.9 If the Skillsoft Products licensed herein are deployed outside of Skillsoft's learner management systems, Customer agrees to submit a report to Skillsoft at the end of each calendar month ("Monthly Usage Report"). The Monthly Usage Report shall include details of all users of the Skillsoft Products. The purpose of the Monthly Usage Report shall be to show the number of Licensed Users that accessed the Skillsoft Products in the preceding month.
- 2.10 If any Monthly Usage Report or audit reveals that Customer's use of the Skillsoft Products exceeds the permitted Authorized Audience for such product, then Skillsoft shall notify Customer In writing of such excess (an Overage). Customer will execute any amendments or Order Forms necessary to memorialize such excess. Customer shall pay Skillsoft for such Overage plus Interest within five (5) business days of its receipt of invoice.
- 3. Term; Termination; Effects of Termination.
- 3.1 This Agreement shall commence on the Effective Date set forth on page one of this Agreement and will expire on the furthermost End Date set forth in an Order Form issued under this Agreement unless terminated pursuant to this Section 3.
- 3.2 Termination of Agreement. Either party may cancel this Agreement and/or an Order Form issued under this Agreement (a) upon written notice if the other party commits a material breach which it fails to cure within thirty (30) days of written notice of such breach or which by its nature cannot be cured within such thirty (30) day period; (b) immediately if a party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by such party, except as may be prohibited by applicable bankruptcy laws.

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- 3.3 Disabling a Licensed User. Notwithstanding the foregoing, in order to protect Skillsoft's licensors and/or publishers intellectual property rights, Skillsoft may disable any individual's access to the Skillsoft Product(s) immediately if, in Skillsoft's sole discretion, such individual's use of the license violates the terms and conditions of this Agreement or any Order Form issued under this Agreement.
- 3.4 Effects of Termination for Breach. If Skillsoft terminates this Agreement based on subsection 3.2(a) or 3.2(b) above, then Skillsoft reserves the right to pursue any and all rights and remedies available to it under applicable law, including, but not limited to, collection of the Commitment Fee. If Customer terminates this Agreement based on subsection 3.2(a) above, then Skillsoft shall not retain any amount previously paid by Customer for a period after the effective date of termination, but shall be entitled to receive and retain all amounts attributed to the period before the effective termination date.
- 3.5 Survival. The rights and obligations of the parties under Sections 3, 4, 6, 7, 8, 9, and 10 shall survive the expiration or termination of this Agreement, and any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.
- 4. Payment Terms.
- 4.1 Payment. Customer agrees to pay Skillsoft the Commitment Fee set forth in an Order Form Issued under this Agreement. The Commitment Fee shall be due and payable annually in advance within thirty (30) days after the invoice date. Except as specifically set forth in Section 3.4 above, all amounts received by Skillsoft pursuant to this Section 4 shall be non-refundable.
- 4.2 Late Payment. Customer shall pay a late charge equal to the lesser of one and one-half percent (1.5%) per month, or the maximum charge permitted under applicable laws, on any amounts not paid when due from the date such amounts first became due. Customer shall reimburse Skillsoft upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer, and such costs shall likewise accrue interest from the date first due.
- 4.3 The Commitment Fee, and any other amounts payable to Skillsoft hereunder are exclusive of taxes. Except for taxes based on Skillsoft's net income, Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with the transactions under this Agreement, including without limitation, Value-Added, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments ("Tax(es)"). Notwithstanding the foregoing, if applicable prior to Customer's execution of this Agreement, Customer may provide Skillsoft with: a) a tax exemption certificate or a direct pay permit acceptable to the taxing authorities or b) proper documentation from the local taxing authority which states the withholding percentage that Customer is subject to. If Customer fails to pay any applicable Tax, then Skillsoft may pay such Tax on Customer's behalf and seek reimbursement from Customer.

5. Warranty

- 5.1 Tangible Media Warranty. Skillsoft warrants that for a period of ninety (90) days from the date Customer receives a Skillsoft Product(s) hereunder in tangible form, the Skillsoft Product(s) will be free from defects in materials and workmanship under normal use and will substantially conform to the Documentation. Customer shall be deemed to have received the Skillsoft Product(s) upon delivery of the CD/R media on which the applicable Skillsoft Product(s) are recorded.
- During the term of an applicable Order Form executed under this Agreement the Skillsoft Product(s) will substantially conform to the Documentation, In the event that a material defect is identified by Customer, then Skillsoft, at its sole option and expense, (i) may make reasonable efforts to correct defects in the Skillsoft Product(s) that are documented by Customer, and confirmed by Skillsoft, or(ii) may replace the defective Skillsoft Product(s), or (iii) if Skillsoft deems neither of the foregoing are commercially practicable, terminate the license granted herein with respect to the applicable Skillsoft Product(s), accept return of the defective product(s) and grant Customer a pro-rated credit of the unused portion of the license fees paid with respect the applicable Skillsoft Product(s). Skillsoft sobligation of liability hereunder shall be to replace or make reasonable efforts to take corrective action with regards to such defect in a single copy of the defective Skillsoft Product(s). Notwilhstanding the foregoing, Skillsoft shall have no obligation to correct or replace coples of any Skillsoft Product(s) that Customer has made in accordance with the provisions of this Agreement. The remedy stated in this Section 5.2 shall be Skillsoft's entire obligation and Customer's sole and exclusive remedy for breach of warranty hereunder and shall be in lieu of any other remedy available to Customer at taw or in equity. This warranty shall not apply if the Skillsoft product(s) have been (a) altered, modified, or enhanced; (b) subjected to misuse, negligence, computer or electrical malfunction; or (c) used, adjusted, installed or operated other than in accordance with the Documentation, or as authorized in writing by Skillsoft. Furthermore, no warranties shall apply in the event of an uncured breach of this Agreement by Customer for which notice of breach has been given hereunder.
- 5.3 Notwithstanding the provisions in Sections 5.1-5.2 above, in no event shall Skillsoft provide any warranties or technical support to Customer for any Customer provided courses or any Customer specific materials that have been derived from or created by or with any Skillsoft Product, or hosted on a Skillsoft hosted services.
- THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ABSENCE OF SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND QUIET ENJOYMENT. SPECIFICALLY, AND NOT IN LIMITATION OF THE FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER NEEDS OR REQUIREMENTS, THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SKILLSOFT PRODUCT(S) WILL BE CORRECTED. TO THE EXTENT THAT ANY IMPLIED WARRANTIES ARE DEEMED TO EXIST UNDER APPLICABLE LAW, THEY ARE HEREBY EXPRESSLY LIMITED IN DURATION TO THE DURATION OF ANY EXPRESS WRITTEN WARRANTY MADE HEREIN.
- Intellectual Property Indemnity.
- 6.1 Skillsoft, at its own expense, shall indemnify, defend, and hold Customer harmless from and against all claims, damages or other liabilities asserted by or payable to third parties, ("Claims") based on a third party claim that a Skillsoft Product(s) infringe(s) a North America patent, copyright, trademark, or trade secret of a third party. In order to seek or receive indemnification pursuant to the provisions of this Section 6.1, (i) Skilisoft shall be notified promptly in writing by Customer of any Claim of which it is aware for which indemnification may be available; (ii) Skilisoft shall have the sole control of the defense of any such Claim and of all negotiations for its settlement or compromise, provided that such settlement or compromise does not require the admission of liability, fault, or wrongful act or conduct on the part of Customer and (lii)

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Customer shall cooperate reasonably with Skillsoft in the defense, settlement or compromise of such Claim at Skillsoft's expense. Skillsoft shall not be responsible for the expenses, including attorney's fees, of Customer incurred after Skillsoft assumes defense of the Claim to which the indemnification may apply, but Customer may participate therein and retain counsel at its own expense. Skillsoft will not be responsible for any settlement or compromise made by Customer without Skillsoft's written consent. Skillsoft will not consent to the entry of any judgment or enter into any settlement or compromise affecting Customer, to the extent that the judgment, settlement or compromise requires the admission of liability, fault, or wrongful act or conduct on the part of Customer and/or otherwise involves more than the payment of money by Skillsoft, without the prior written consent of Customer.

- 6.2 If Customer's use of any Skillsoft Product(s) is enjoined, or if in Skillsoft's sole judgment is likely to be enjoined, Skillsoft may, at its sole option, and expense, and as a complete remedy to Customer, either (a) substitute equivalent non-infringing software for the infringing item, (b) modify the infringing item so that it no longer infringes but remains functionally equivalent, (c) obtain for Customer the right to continue using such item, or (d) if Skillsoft deems none of the foregoing are commercially practicable, terminate the license granted herein with respect to the applicable Skillsoft Product(s), accept return of the Infringing product(s) and grant Customer a pro-rated credit of the unused portion of the license fees paid with respect the applicable Skillsoft Product(s).
- The foregoing provisions of this Section 6 notwithstanding, Skillsoft shall not have any liability to Customer under this Section 6 to the extent that any infringement or claim thereof is based upon (i) use of the Skillsoft Product(s) in combination with equipment or software not supplied hereunder where the Skillsoft Product(s) would not itself be infringing, (ii) compliance with designs, plans or specifications provided by Customer, (iii) use of Skillsoft Product(s) in an application or environment for which it was not designed, not provided for in the Documentation or not contemplated under this Agreement, (iv) use of other than the most recent release of the Skillsoft Product(s) provided to Customer by Skillsoft, (v) use of the Skillsoft Product(s) in breach of this Agreement (vi) any claims of infringement in which Customer or any affiliate of Customer has an interest or license.
- Customer agrees that Customer shall Indemnify, defend and hold Skillsoft harmless from and against all claims, damages or other liabilities asserted by or payable to third parties ("Claims") that arise out of or in connection with any property, information, software, documentation, or materials, provided to Skillsoft by Customer or that Skillsoft hosts on any Skillsoft Product(s) as requested by Customer. In order to seek or receive indemnification pursuant to the provisions of this Section 6.4, (i) Customer shall be notified promptly in writing by Skillsoft of any notice of any Ctalm of which it is aware for which indemnification may be available; (ii) Customer shall have the sole control of the defense of any action on such Ctalm and all negotiations for its settlement or compromise, and (iii) Skillsoft shall cooperate reasonably with Customer in the defense, settlement or compromise of such Claim at Customer's expense. Customer shall not be responsible for the expenses, including attorney's fees, of Skillsoft incurred after Customer assumes defense of the Ctaim to which the indemnification may apply, but Skillsoft may participate therein and retain counsel at its own expense. Customer will not be responsible for any settlement or compromise made by Skillsoft without Customer's written consent. Customer will not consent to the entry of any judgment or enter into any settlement or compromise affecting Skillsoft, to the extent that the judgment, settlement or compromise requires the admission of liability, fault, or wrongful act or conduct on the part of Skillsoft and/or otherwise involves more than the payment of money by Customer, without the prior written consent of Skillsoft.
- 7. Limitation of Liability.
- 7.1 Neither party excludes or limits its liability to the other for death or personal injury resulting from its negligence or any other flability which cannot be excluded or limited by law.
- 7.2 Neither party shall be liable for any consequential, collateral, special, incidental, indirect, exemplary or punitive damages, including, without limitation, loss of profits or revenue, loss of use, damage, loss or destruction of data, costs of cover, costs of delay, however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement or its subject matter. These limitations will apply even if a party has been informed of the possibility of such damages or any other liability which cannot be excluded or limited by law.
- 7.3 In no event shall either parties aggregate liability arising out of any kind of claim (whether in contract, tort, or otherwise), under this Agreement or arising out of or resulting from Customer's use of any Skillsoft Product(s) exceed the Commitment Fee paid or payable under this Agreement with respect to such Skillsoft Product(s).
- 7.4 The limitations of liability set forth in Sections 7.2 and 7.3 above shall not apply to (i) the parties' respective indemnification obligations under this Agreement; (ii) damages arising out of or in connection with Customer's breach of Section 2.3 of this Agreement; or (iii) any damages arising out of or in connection with Customer's misappropriation of Skillsoft's Intellectual Property Rights.
- 8. Compliance with Laws.
- 8.1 Customer will comply with all applicable International, federal, state, and local laws and regulations in connection with its downloading and use of the Skillsoft Property and in performing its obligations hereunder, including, but not limited to, export controls and embargo restrictions under the laws and regulations of the United States (*U.S.*) and the European Union (*EU*), including without limitation, export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies (collectively, *Export Control Laws*).
- 8.2 Customer acknowledges and further agrees that the Skillsoft Property shall not be used in, and none of the underlying information, software, or technology may be downloaded, transferred or otherwise exported to, any countries to which the U.S. and/or the EU maintains an embargo applicable to the Skillsoft Property or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List, Unverified List or Entity List, or who is ilsted in General Order No. 3 as set forth in Title 15 of the U.S. Code of Federal Regulations, Part 736, Supplement No. 1'Designated Nationals'. The lists of Embargoed Countries and Designated Nationals are subject to change without notice.
- 8.3 Notwithstanding any other provision of this Agreement, Customer agrees that Skillsoft, in its sole discretion, can take steps as it deems necessary to remedy a breach of any provision in this Section 8.
- 8.4 Customer hereby agrees to indemnify and hold harmless, Skillsoft and its licensors, and their respective officers, directors, employees, agents and affiliates from and against any and all claims, actions, demands, liabilities, penalties, fines, fees, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with



Customer's breach of this Section 8.

9. Confidentiality

- 9.1 Non-Disclosure Obligation. All Confidential Information will be maintained in confidence by the Recipient using at least the same degree of care as the Recipient uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, and will not be disclosed to a third party or used for any purposes except as set forth in this Agreement. The obligations described in this Section 9.1 will not apply to any Confidential Information that:
 - a. is known by the Recipient at the time of receipt, and not through a prior disclosure by the Discloser, as documented by the Recipient's business records;
 - b. is known to the public before its receipt from the Discloser, or thereafter becomes known to the public through no breach of this Agreement by the Recipient;
 - . Is subsequently disclosed to the Recipient by a third party who is not known by the Recipient to be under an obligation of confidentiality to the Discloser, or
 - d. is developed by the Recipient independently of Confidential Information received from the Discloser, as documented by the Recipient's business records.
- 9.2 Certain Permitted Disclosures. Notwithstanding the obligations of confidentiality and non-use set forth in Section 9.1, the Recipient may use and disclose Confidential Information as may be reasonably required by it in order for Recipient to perform its obligations and to exercise its rights under this Agreement, provided that Skillsoft's use and disclosure of Customer Data will be subject to the terms and conditions of Skillsoft's Privacy Policy for Skillport™ located at http://www.skillport.com/Skillport_privacy_policy.html. Recipient may disclose Confidential Information: (a) to its employees, directors, agents, consultants, advisors, or other third parties for the performance of its obligations and exercise of its rights hereunder, provided such entities are under an obligation of confidentiality with respect to such information that is no less stringent than those of this Section 9; and (b) to the extent necessary to comply with a court order, or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser (so long as such notice is not prohibited by law) and assist Discloser, a Discloser, to block such disclosure and/or obtain a protective order to protect the confidentiality of such information. If Recipient is nevertheless required to make such disclosure, Recipient agrees to disclose only that portion of the Confidential Information that it is legally required to disclose, provided, however, Recipient shall continue to be bound by the confidentiality and non-use provisions of Section 9.1 with respect to any Confidential Information disclosed by Recipient pursuant to this Section 9.2. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information.
- 9.3 Injunctive Relief. The parties agree that a breach or threatened breach of this Section 9 would result in Irreparable harm to the non-breaching party, which breach would be inadequately compensated by money damages. Accordingly, the non-breaching party may, in addition to any other legal remedies that may be available, seek injunctive relief, including without limitation preliminary injunctive relief, prohibiting or enjoining any such actual or threatened breach of this Section 9. The parties agree that the non-breaching party will not be required to post a bond in seeking such injunctive relief.
- 10. General Provisions.
- 10.1 Force Majeure. Skillsoft shall not be liable to Customer for any loss or damage resulting from any delay or failure of the Skillsoft Product(s), or any part thereof, or its ability to perform its obligations hereunder, in any respect, if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control. Such events, occurrences, or causes include, without limitation, acts of God, strikes, lockouts, inability to secure materials and transportation facilities, riots, acts of war, terrorist acts, governmental actions, floods, earthquakes, and natural disasters, fires and explosions.
- 10.2 Assignment: Customer shall not assign this Agreement in whole or in part, whether by operation of law or otherwise, without the advance, written consent of Skillsoft. Any purported transfer or assignment in violation of this Section 10.2 shall be null and void and of no force and effect.
- 10.3 Successors. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- Notices. All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods: (i) by personal delivery; (ii) by electronic mall or facsimile, with a confirmation copy sent by first class mail; (iii) by registered or certified mail, postage prepaid, return receipt requested; or (iv) by a nationally recognized overnight courier. A notice sent by certified mail or express courier shall be deemed given on the date or receipt or refusal of receipt. A notice sent by electronic mall or facsimile shall be deemed given on the date of electronic confirmation of receipt. Notices shall be sent to the respective addresses of each party as follows.

If to Skillsoft: Skillsoft Corporation 300 Innovative Way, Suite 201 Nashua, NH 03062 -Attn: Contracts Dept Admin Fax: (603) 821-3505 If to Customer: Indian River State College 3209 Virginia Ave Ft Pierce, FL 34981-5596 Attn: Paul O'Brien

- 10.5 Prevailing Party. In any litigation, arbitration, or other proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees, and reasonable costs and expenses.
- Severability. If any provision herein is held invalid or unenforceable by a court of competent jurisdiction, then such provision shall, to the extent of such invalidity or unenforceability, be severed. All other provisions shall continue in full force and effect and shall be construed so as to best effectuate the intention of the parties in executing it.
- 10.7 Contractor Services Ilcensed under this Agreement are Commercial Computer Software under United States Federal Government Acquisition Regulations and agency supplements thereto. Contractor Services are provided to the federal government and its agency only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial software developed at private expense and not in the public domain. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software at DFAR 252 227-7013. Unless exempt, Customer and Skillsoft shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as



protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the Customer and Skillisoft shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471. Appendix A to Subpart A regarding posting a notice of employee rights.

- 10.8 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third parties, nor will this Agreement be interpreted to convey any benefits or rights to any person except the parties hereto. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- Governing Law and Venue. This Agreement and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state of New Hampshire without reference to its conflicts or choice of law provisions. All claims, disputes and/or lawsuits in connection with this Agreement shall be brought in the courts of the state of New Hampshire, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such
- 10.10 Waiver. The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of any such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.
- 10.11 Counterparts. This Agreement may be executed in counterpart(s), all of which shall be originals and which together shall constitute a single agreement.
- 10.12 Publicity. Skillsoft may use Customer's name and logo in lists with other customers (including listing of Customer's name and logo on Skillsoft's website). However, Skillsoft shall not use Customer's name in any other promotional material (including, without limitation, online or print-based quotes, case studies, and video testimonials) without advance authorization from Customer, which will not be unreasonably delayed, conditioned, or withheld. Except as set forth above, there shall be no public announcement of this Agreement or the relationship between the parties without mutual review and approval by both parties, except as part of required governmental filings, SEC filings, quarterly earnings announcements, and/or financial presentations.
- 10.13 Headings. The descriptive headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Each of the recitals set forth at the beginning of this Agreement is incorporated into this Agreement and is binding upon the parties hereto.
- Relationship of the Parties. The relationship of Skillsoft and Customer established by this Agreement is of licensor and licensee, each to constitute an independent contractor. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in this Agreement, Skillsoft does not grant Customer the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of Skillsoft, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of Skillsoft, or to transfer, release, or waive any right, title, or interest of Skillsoft.
- 10.15 Entire Agreement; Amendment This Agreement and any and all Order Forms issued hereunder constitute the entire understanding and agreement between the parties with respect to the subject matter thereof and supersede all prior and contemporaneous proposals, agreements, and/or nondisclosure agreements, and representations between them, whether written or oral. In the event of any conflict between the foregoing general terms and conditions (General Terms and Conditions) and any Order Form(s) issued hereunder, the Order Form(s) shall govern. Any amendments to this Agreement must be in writing and signed by an authorized representative of Customer and Skillsoft. Any terms or conditions contained in any Customer purchase orders or other documents shall be void and of no force or effect.

END OF AGREEMENT



ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 1 May 2018 (the "Effective Date") by and between Skillsoft Corporation ("Skillsoft") and Indian River State College ("Customer") and Issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Indian River State College dated 1 May 2018 (the "Agreement").

1. LICENSE DETAILS

LICENSE TERM:

START DATE: 1 MAY 2018

END DATE: 30 JUNE 2022

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
COMPLIANCE LIBRARY LICENSE: 25 COURSE OBJECTS	1,200
DESKTOP & IT VIDEOS - PROMOTIONAL	1,200
EDUCATION-SKILLCHOICE COMPLETE	1,200
SKILLSOFT VIRTUAL PRACTICE LABS ALL ACCESS	300

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services Special Use of Skillsoft Confidential Information (Special Use)

- (a) The parties recognize that there may be investigations, proceedings, disputes, or lawsuits (each a Special Event) where Customer is asked to share with limited third parties certain Skillsoft materials that Skillsoft considers to be proprietary and/or confidential, including without limitation, course transcripts, course rosters, course printouts, or other materials containing trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, reports, studies and other technical and business information, regardless of the existence or absence of any confidentiality markings thereon (Confidential Information). Customer acknowledges that Skillsoft claims its Confidential Information as a special, valuable and unique asset.
- (b) Skillsoft permits Customer to use Confidential Information solety in connection with a Special Event, provided that Customer i) promptly notifies Skillsoft of the Special Event and the parties involved, ii) keeps in confidence all Confidential Information and does not directly or indirectly use Confidential Information for its own benefit, or use it for any purpose other than the Special Event, except as expressly provided for in this Agreement, or iii) does not disclose Confidential Information to any third party other than the third party requesting the Confidential Information in connection with the Special Event (the Requesting Party) or the Requesting Party's counsel. Should Customer be faced with a Special Event where the Confidential Information may be made available to the public, as evidence or otherwise, the Customer shall promptly notify Skillsoft and, upon the request of Skillsoft, shall cooperate with Skillsoft in either contesting such a disclosure, or ensuring that a protective order or non-disclosure agreement is in place prior to such disclosure, such that the Confidential Information can only be used for the purposes deemed necessary by the investigator, presiding court or government body in carrying out its duties and responsibilities in connection with the Special Event, and for no other purposes.
- (c) All information furnished under this Special Use Section shall remain the property of Skillsoft and shall be returned to it or destroyed promptly at Skillsoft's request together with all copies made of such information by Customer, the Requesting Party, or any other third parties permitted access to the Confidential Information. At the conclusion of the Special Event, the parties agree that it shall be the Customer's duty under this Agreement to give to Skillsoft, and to obtain from the Requesting Party and/or Requesting Party's counsel in the Special Event, a written representation that the materials produced hereunder have been returned or destroyed, as the case may be, and that no copies of the Confidential Information have been retained by them.
- (d) Customer acknowledges that its breach of this Special Use Section may result in immediate and irreparable harm to Skillsoft, for which there will be no adequate remedy at law, and Skillsoft shall be entitled to equitable relief to compel Customer to cease and desist all unauthorized use and disclosure of Confidential Information.
- 2. LICENSE FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$1,677.34
Y2	\$52,702.50
Y3	\$53,756.55
Y4	\$54,831.68
Y5	\$55,928.32
TOTAL	\$218,896.39

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

For the purposes of this Order Form only, License Consumption occurs when a member of the Authorized Audience has accessed the applicable Skillsoft Product (a Licensed User). Accessing of a Skillsoft Product includes CD or on-line viewing as well as downloading for future use, and/or saving to a bookshelf. Once an individual has accessed a Skillsoft Product, such individual is considered to have consumed a license for that Skillsoft Product for the remainder of the then current annual License Term, or except as otherwise set forth herein. Notwithstanding the foregoing, Skillsoft agrees that licenses for terminated employees of Customer can be exchanged for a new member of the Authorized Audience during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's License Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.

Compliance Library License shall mean a license model that allows customer to select a defined number of Environmental, Health & Safety Environmental, Safety & Health (ES&H) and/or Legal Compliance Course Object(s) (Course Level) for its Authorized Audience. Customer is entitled to exchange up to 20% of the current Compliance based Course Level objects, four (4) times during each annual license term, by providing Skillsoft with written notice at least ten (10) days prior to the date of exchange. Additionally,

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with respect to a License Term of greater than one year Customer may elect, one month prior to each twelve (12) month anniversary date, to exchange one or more Compliance Based Course Object(s) to a maximum of the current Course Level. This election must be in writing and provided to Skillsoft thirty (30) days prior to the anniversary date. In the event that Skillsoft retires a Compliance Based Course Object included in Customer's Course selection during an annual term, Customer will be required to select a new Compliance Based Course Object upon the next anniversary date.

Course Object shall mean current and future online computer based training materials developed and owned by Skillsoft and/or its licensors in the content areas relating to business skills, employee health and safety, legal compliance, financial services industry, desktop applications and information technology, including all hard copy, machine-readable materials that comprise the object, including, all related software; data, disks, tapes, CD-ROM, Documentation and packaging delivered, including by electronic delivery, to Customer. Planned Course Object(s) that are not commercially available at the time of Customer's selection are available on a 'when and if basis. A target date is indicative of the anticipated release date but is subject to change or removal by Skillsoft without notice. The materials provided hereunder have been developed with subject matter expertise from various third parties but are intended for informational and educational purposes only and do not constitute legal advice or guarantee compliance with any federal, state or local laws or regulations. Although Skillsoft undertakes all reasonable efforts to maintain the legal accuracy of this content and make updated content available to customers, neither Skillsoft nor any third party represents or warrants that the content reflects current legal developments; customers are encouraged to consult local counsel before taking any action based on the content or information provided hereunder.

Desktop & IT Videos shall mean a collection of short, instructional videos covering IT and desktop related topics, hosted on Books24x7. Skillsoft reserves the right to modify, restrict or update any content contained in the Desktop & IT Videos collection at any time during the License Term of this Order Form.

License Term shall mean the period of time from the Start Date through the End Date.

Mentoring Service shall mean a service that enables a user to ask questions relating to specific Information technology courses or the general subject matter of those courses and receive responses from experts in the field of information technology. The Mentoring Service is only available for Customers that purchase a license to Extranet Hosting Service and/or Skillport via Extranet Hosting Services.

Platform Software shall mean the technology Infrastructure selected by Customer in Section 1 of this Order Form above as further defined in Section 3 of this Order Form.

Referenceware shall mean the Books24x7 online library of third party reference materials, editorial materials, electronic books and other resources hosted by Books24x7.com, Inc. Skillsoft reserves the right to modify, restrict or update any content contained in a Referenceware collection throughout the term of this Order Form.

SkillChoice Complete is a prepackaged offering of the Platform Software, Mentoring Service and selected Course Objects and Referenceware in the areas of IT, business and desktop skills, in US English and any additional languages as set forth in the license table above, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the SkillChoice Complete package throughout the term of this Order Form.

Skillport® via Extranet Hosting Services shall mean Skillport delivered through a method of delivery and access to the Course Object(s) and Skillport whereby Skillsoft shall host the Course Object(s) and Skillport on Skillsoft servers and Customer may obtain access to the Course Object(s) and Skillport on Skillsoft servers through the World Wide Web. Skillsoft will provide Skillport via Extranet Hosting Services as they relate to management of Course Object(s), including securing server space, installation and maintenance of Course Object(s) allocation of bandwidth and the ability to generate usage reports. If Customer licenses Skillport via Extranet Hosting Services and Skillsoft releases any Updates to Skillport, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer's site to the latest version. If Customer is not willing or able to upgrade to the latest version, Customer acknowledges that it will not be entitled to other Skillsoft Product Updates that are not compatible with Customer's version of Skillport. As a feature of Skillport via Extranet Hosting Services, Customer may elect to implement the credentialing functionality which enables Customer to provide information, credit tracking and certificate capabilities for pre-defined credentials. Such feature is dependent upon a minimum Skillport version. In the event Customer chooses the module to obtain continuing professional education ('CPE') credit for the Skillsoft Courses that are qualified by the National Association of State Boards of Accountancy ('NASBA'), Customer agrees that Skillsoft shall have access to Customer's Skillport administrator reporting feature of the module to print and maintain reports on NASBA CPE credits issued in accordance with its obligations of being a NASBA sponsor organization. The following are the requirements: CPE program sponsors must retain appropriate records for a minimum of five (5) years. To accomplish this, the records must contain the following: (1) program outlin

Solution Areas shall mean the Course Object bundle(s) named in this Order Form and comprised of the Course Object(s) included in the respective bundle(s) as set forth in Skillsoft's course catalog which may be found at http://www.skillsoft.com, including any Updates thereto.

Updates shall mean (I) any new Skillsoft Product(s) added to a Solution Area licensed and/or (ii) all revisions, new versions and changes to, or modifications of, existing Skillsoft Product(s), which Skillsoft may, in its sole discretion, make generally available to its customers from time to time throughout the License Term; and/or (iii) removal of any retired Course Object from the licensed Solution Area. Skillsoft reserves the right to determine the schedule of Updates. Customer will not be provided Updates if they are not compatible with Customer's deployment method or the version of the Platform Software licensed by Customer.

4. ADDITIONAL TERMS

TERMINATION OF PREVIOUS LICENSES. Effective 5/1/2018, the parties agree that Letter Agreement dated 7/1/2017 is terminated and of no further force or effect. The paid but unused portion attributed to the Terminated Agreements is an amount equal to \$7,130.48 (the Credit). Therefore, the Ilcense fees due for Year 1 of this Order Form have been reduced by the Credit. No further credits will be due for the Terminated Agreements.



RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Skillsoft Products provided hereunder

The authorized representatives of Skillsoft and Customer have executed this Order Form signifying their agreement to its contents.

SKILLSOFT CORPORATION	INDIAN RIVER STATE COLLEGE
Ruck	Sh
Signature Paul R. O'Brien	Signature Benjamin Gremm
Print Name Vice President / CIO	Director, Corporate Accounting
Title June 28, 2018	Tille June 28 2018
Date	Date



CUSTOMER INFORMATION EXHIBIT

BILL TO CONTACT PHONE E-MAIL ADDRESS CITY STATE COUNTRY ZIP CODE

Indian River State College	
Paul O'Brien	
772-462-7376	
pobrlen@irsc.edu	
3209 Virginia Ave	
Ft Pierce	
FL	
US	
34981-5596	

SHIP TO	
CONTACT	
HONE	
E-MAIL	
ADDRESS	
CITY	
STATE	
COUNTRY	

ZIP CODE

Indian River State College
Paul O'Brien
772-462-7376
pobrien@irsc.edu
3209 Virginia Ave
Ft Plarce
FL
US
34981-5596



AGENDA ITEM NO. 160-16t DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *ACTION*

TODIC: August 2025 Dersonnel Action Depart	
<u>TOPIC</u> : August 2025 Personnel Action Report <u>REGULAR AGENDA OR COMMITTEE</u> : Regular Agenda - Consent	
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: Board approval is requested for the following Personnel Actions: Full-Time Separations of Service, Retirements, Part-Time Temporary Non-Instructional Regular Part-Time Appointments, and Part-Time Instructional Certifications.	
PRESIDENT'S RECOMMENDATION: Recommend approval	
SUBMITTED BY: Alessandra Thompson DAT	E: 7/1/25
BOARD ACTION: DAT	E: 8/26/25

Full-Time Appointments:

- 1. Jordan Adams (Registration Assistant, Student Success Center)
- 2. Camila Alvarez (Assistant Instructional Dean, School of Nursing)
- 3. Donald Bergmann (Chief of Campus Safety, Office of the President)
- 4. Catiana Bois (Perkins Project Specialist, Associate Vice Provost of Academic Affairs)
- 5. Jeannie Brady Ellison (Research Analyst, Research and Reports)
- 6. Justin Breckenridge (News Director, IRSC Public Media)
- 7. Katelyn Crews (Library Administrative Coordinator, Learning Resources)
- 8. Brenda Diaz (Training and Instructional Design Facilitator, IPDAE)
- 9. Glorymar Duke (HR Information System (HRIS) & Operations Manager, Human Resources) Taylor Farnsworth (Senior Director of Development, Advancement)
- 10. Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)
- 11. Michael Johnson (HVAC Technician, HVAC Technicians)
- 12. Alexander Kanter (Assistant Instructional Dean, Mathematics)
- 13. Chymbee Keith (Legal Operations Manager, General Counsel)
- 14. Dawn Matano (Public Safety Officer, Campus Safety Maj-Admin)
- 15. Andrew Murdza (Assistant Professor I, Mathematics)
- 16. Claire Murphy (Instructor, Hospitality and Culinary Management)
- 17. Yovanna Perez-Perdomo (Custodian, Custodial)
- 18. John Ramfjord (Senior Director of Development, Advancement)
- 19. Berenice Rene (Events Logistics Specialist, Marketing, Brand Experience)
- 20. Riquelmo Rodriguez (Teacher, Clark Advanced Learning Center)
- 21. Curtis Rookard (Assistant Professor I, Computer Information Technology)
- 22. Elizabeth Santiago (Registration Assistant, Chastain Campus)
- 23. Frank John Seitz (Assistant Director Military and Veterans Services, Advising and Career Services) Noelle Sotomayor (Clerk, Public Service Education)
- 24. Alessandra Thompson (Associate Vice President of Human Resources, Office of the President) Monty Zimmer (School Guardian, Reorganization Campus Safety Maj OPS)

Separation of Service:

- 1. Matthew Birch (Retention and Completion Mentor, Advising Services)
- 2. Steven Bolduc (Registration Assistant, Student Success Center)
- 3. Julie Boswell (Assistant Professor I, Biological Sciences)
- 4. Marshanne Brinkerhoff (Budget Analyst/Staff Accountant, Planning, Budget, and Auxiliary Services) Lindsay Coburn (Admissions Counselor, Sr. Success Coach)
- 5. Peter Craft (Assistant Professor I, English and Communications)
- 6. Edmundo Cruz (Career Pathways Facilitator, Adult Secondary Education)
- 7. Beau Driver (Assistant Professor I, Humanities)
- 8. Christine Easterday (Registration Assistant, Chastain Campus)
- 9. Alexander Edwards (Academic Coordinator, Upward Bound)
- 10. Eva Garcia (Academic Coordinator, Educational Talent Search)
- 11. Karen Gregorovic (Administrative Assistant III, Executive Staff)
- 12. Brenna Heffner (Assistant Professor I, English and Communications)
- 13. Jonathan Hooker (Campus Director Mueller Campus, Student Success)
- 14. Jordan Hunt (Grant Accounts Analyst, Grants Administration)
- 15. Christopher Kush (Interim Admissions Specialist, Student Communications)

- 16. Sarah McLendon (Accounts Receivable Specialist, Accounts Receivable)
- 17. Danielle Nevarez (Underwriting Account Executive, IRSC Public Media)
- 18. Nichole Pallan (Training and Instructional Design Facilitator, IPDAE)
- 19. Terrick Phillips (Assistant Men's Basketball Coach, Men's Basketball Athletics)
- 20. Prashanth Pilly (Associate Vice Provost of Academic Affairs, Academic Affairs)
- 21. Eduardo Riusech (Military and Veteran's Services Advisor, Military and Veterans Services) Elizabeth Santiago (Interim Admissions Specialist, Articulation and Partnerships)
- 22. Tracy Sharkey (Human Resources Specialist, Human Resources Operations)
- 23. Laura Tingo (Administrative Assistant I, Program Director Title V QEP)

Retirements:

- 1. William Burklo (Assistant Professor I, Workforce Education)
- 2. Michael Kemp (Director of Fire Science Academy Training Center, Public Service Education)
- 3. Mary Pelletier (Associate Professor, Health Science)
- 4. Leslie Rosenfeld (Mail Courier, Mailroom)

Part-Time Temporary Non-Instructional Appointments:

- 1. Abriyana Baboram (Residence Assistant, Upward Bound)
- 2. Taylor Benica (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
- 3. Glenn Burket (Program Assistant, Public Service Education)
- 4. Abigail Chapman (Library Customer Service Assistant, Learning Resources)
- 5. Jessica Coddington (Lifeguard/Instructor, Aquatics)
- 6. Makia Cooper (Library Customer Service Assistant, Learning Resources)
- 7. Akela Ferman (Laboratory Assistant, Workforce Education)
- 8. Jesica Gutierrez (Adult Education Intake Specialist, Adult Education)
- 9. Devon Hagans (Residence Assistant, Upward Bound)
- 10. Dona Hamm (Program Assistant, Cosmetology)
- 11. Michael Hiatt (STEM Training- Facilitator, School for Continuing Education)
- 12. Aras Kavaliauskas (Lifeguard/Instructor, Aquatics)
- 13. Ashley Lara (Near Peer Mentor, Educational Talent Search)
- 14. Liam McNally (Lifeguard/Instructor, Aquatics)
- 15. Maria Paiz (Program Specialist, Health Science)
- 16. Jafet Paz-Rivera (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
- 17. Sterling Prettelt (Lifeguard/Instructor, Aquatics)
- 18. Deborah Ross (Interim Records Specialist, Student Records)
- 19. Madison Swiss (Lifeguard/Instructor, Aquatics)
- 20. Sela Vazquez (STEM Pioneer Learning Assistant Peer Tutor, STEM Pioneers)
- 21. Autum Wilson (TRIO Instructor, Talent Search)

Regular Part-Time Appointments:

- 1. Lauren Bishop (Library Technical Assistant, Learning Resources)
- 2. Nicholas Jackson (Public Safety Officer, Campus Safety Maj-Admin)
- 3. Omair Khan (Program Assistant, Biological Sciences)
- 4. Melissa Lee (Public Safety Officer, Campus Safety Maj-Admin)

- 5. Marc-Arthur Stanley Montas (Adult Education Intake Specialist, Adult Secondary Education)
- 6. Lana Pinto (Registration Assistant, Chastain Campus)
- 7. Jason Reyes (Admissions Specialist, Student Communications)
- 8. Hector Torres (Custodian I, Custodial)

<u>Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):</u>

- 1. Keith Appelbaum (Law Enforcement)
- 2. Edgar Bean (Adult Education)
- 3. Richard Bellomy (Fire science)
- 4. Mayra Borcea (Mathematics)
- 5. Charity Burns (History)
- 6. Mary Carlson (Nursing)
- 7. Janice Chamberlin (Medical Assisting)
- 8. Elizabeth Correa (Adult Education)
- 9. Fernanda Ferrero (Adult Education)
- 10. Wilson Gerald (Health Care Management)
- 11. Tammi Haynes (English)
- 12. Erika Hilberts (Adult Education)
- 13. Brian Holbert (Computer Info Tech)
- 14. Jacqueline Kenna (Political Science) Lynn Krieger (Computer Info Tech) Miguel Melendez (Computer Info Tech) Madison Merkel (Theater)
- 15. Christina Moynihan (Adult Education) Brandon Paget (History)
- 16. Claribel Rivera (Spanish)
- 17. Alexander Russell (Welding)
- 18. Juan Santana (Adult Education) Andrew Silbaugh (Student Success) Richard Terry (Student Success)
- 19. Amy Vadakin (American Sign Language) Jeremy Vincent (Psychology)
- 20. Keith Whitehead (Computer Science) Nicole Zimnoch (Cosmetology)