

District Board of Trustees Personnel & Compensation Committee Meeting Indian River State College – Massey Campus Ben L. Bryan Administration Building, A301 3209 Virginia Avenue, Fort Pierce, FL 34981

August 26, 2025

AGENDA

- 1. Call to Order *Trustee Davis, Chair*
- 2. Request approval for Faculty Promotions *Dr. Heather Belmont*
- 3. Review and request approval Chair Davis
 - a. President's Annual Performance Review
 - b. Performance Outcome Incentive (Referenced in Section 4.2 of the Employment Agreement)
 - c. Fourth Amendment to the President's Employment Agreement & Compensation Package
 - d. 2025-26 Presidential Goals and Objectives
- 4. Adjourn

Personnel & Compensation Committee Meeting Item #2 DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR Action

TOPIC : Recommendation for Faculty Promotions ef	fective August 1, 2025
REGULAR AGENDA OR COMMITTEE: Person	nel & Compensation Committee
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: The following faculty member has successfully perf AAUP contract, Board Policy and Rule 6A-14.0411 award of promotion by the College President, effective	, F.A.C., and are being recommended for
Assistant Professor I • Deborah A. Midkiff	
Associate Professor • Elizabeth Zeiss	
Professor Thomas Scott Brewer Armon Copeland John B. Freeman Jessica Fulton Karen Ng	
ALTERNATIVE(S): Deny faculty promotion	
FISCAL IMPACT: N/A	
PRESIDENT'S RECOMMENDATION: Recommo	end approval
SUBMITTED BY: Dr. Heather Belmont	DATE: 7/15/25
BOARD ACTION:	DATE: 8/26/25



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ACTION

FOPIC : Presidents A	nnual Performance Review & Performance Outcome Incentive
REGULAR AGENDA	A OR COMMITTEE: Personnel & Compensation Committee
SUBMITTED FOR:	X ACTION/VOTE INFORMATION DISCUSSION

SUMMARY:

Chair Vicki Davis will review the Presidents Performance Summary with the Committee Members. Based on Dr. Moore's performance, the Committee will recommend:

- 1. Accepting the results of the Presidents Annual Performance Review and submitting it to the State.
- 2. Determining the Performance Outcome Incentive per the Employment Agreement, the Board may award any amount of incentive from zero to the maximum of twenty percent (20%) of Dr. Moore's base salary based on his 2024/25 performance.

Amounts based on Percentage of 2024/25 Base Salary

	- 0	<u> </u>		
5%	10%	15%	20%	
\$23,518	\$47,037	\$70,555	\$94,074	•

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

CHAIR'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Chair Luna, Chair Elect Thornton and Personnel & Compensation Committee Chair Davis	DATE: 8/18/25	
BOARD ACTION:	DATE: 8/26/25	

2024-25 BOARD OF TRUSTEES SUMMARY EVALUATION OF THE PRESIDENT

Directions: Please note a qualitative and quantitative assessment is sought for each evaluation factor. For each category, in addition to your comments, please describe whether you believe the President has demonstrated strong performance, satisfactory performance, or where further development is needed. To further facilitate the rating of the President's performance, please add a numerical rating to your comments on a scale of one (1) to three (3). Numerical ratings have the following meanings: 1 – Exceeds; 2 – Meets Expectations; 3 – Does Not Meet Expectations.

EVALUATION FACTORS	PERFORMANCE	EXPECTATIONS
A 1D: :: 10 1 2024 25	P. 1C	(Please circle one)
Annual Priorities and Goals – 2024-25	Board Comments:	1 E 1 (0 CO)
How effective was the President:	 Dr. Moore is Superior in attaining the goals set forth by the BOT. (S. Caron) 	1 – Exceeds (8 of 8)
 Attaining the goals approved by the Board? 	 Exceeded all goals and performance specified by the DBOT. (J. Conrado) 	2 – Meets
In demonstrating the attainment of the goals set e.g. comparative data, trends, and	The promise program continues to grow enrollment year over year. (J. Conrado)	3 – Does Not Meet
ratio analyses of the metrics? • In communicating the attained goals?	 Indian River State College is now operating with a balance budget. (J. Conrado) 	
	 Dr. Moore and his leadership team remain focused and committed to achieving the goals set forth and approved by the BOT. (V. Davis) 	
	The established strategic goals are reviewed with the BOT on a regular basis to ensure advancement of said goals and to adjust	
	strategies as needed to meet the ever-changing environment occurring at the federal, state and local levels. (V. Davis)	
	Shared data, trends and analyses are always communicated to the BOT to assist with decision making. (V. Davis)	
	I.R.S.C. 's enrollment, student programs and financial position continues to improve under Dr. Timothy Moore's leadership. (T. George)	
	• I do not feel there are any goals that have been set that have not been attained or are currently being worked towards. The items listed in the	
	President' self-evaluation are the highlights of the largest /most difficult goals that have been achieved. (M. Kindell)	
	 Increased Brand and Quality Awareness (C. Luna) 	
	Increased Enrollment (C. Luna)	
	 Promise Program - Synergy Goal for the Foundation, DBOT, and College Administration. (C. Luna) 	
	Building a strong and effective leadership team (C. Luna) President's Comments:	

I have added additional motivated team members to assist me in meeting or exceeding the performance goals as specified by the DBOT – General Counsel, Facilities and CFO. Specifically, the continued growth in the College's enrollment, expansion of our sponsored programs portfolio and the increasing strength of our Foundation all serve as evidence of meeting the goals and objectives of the DBOT.

Our First Generation and FTIC student numbers have continued to increase. The College's brand continues to gain prominence in the District and is now recognized as the "first choice" educational provider of District students.

The IRSC Promise Program continues to drive our enrollment gains as evidenced by the Spring's Commencement ceremony that witnessed the graduation of hundreds of Promise Students. Promise continues to deliver the most diverse First Year class in our history with 57% of students identifying as underrepresented minorities and more than 50% of new students our first-generation students. The Promise Program is driving the College to continuously improve data collection processes. These data provide insight into enrollment by HS students and their subsequent performance and retention. These data are now more closely aligning with state certified numbers resulting in more stable and predictable budget forecasting process for the college. IRSC's FTE numbers increasing to approximately 11,200.

Each of the assigned goals has been relayed to the DBOT at various points throughout this rating period. My efforts to harmonize the DBOT and the Foundation Board of Directors has been successful as these boards work synergistically to meet the needs of our students and fulfill our mission.

IRSC continues to enjoy a balanced budget. We have successfully completed our third consecutive operational and financial audits for the College and Foundation. We continue to increase our budget reserves.

We have increased our Sponsored Programs awards to over \$35M.

Strategic Leadership

Board Comments:

How effectively does the President:

- Demonstrate an understanding of the culture of the organization and convincingly tell its story?
- Discern and communicate the meaning of external trends and the institution's strategic situation?
- Renew the mission and articulate a compelling vision?
- Shape a productive strategy process and enlist the participation and confidence of others in it?
- Implement the strategy and make things happen to achieve competitive advantage and respond to the driving forces of change and competition?

- Dr. Moore's leadership skills are second to none and I feel his military background enhances his ability to recognize and execute the mission at hand. (S. Caron
- The expansion of the nursing program has exceeded expectations. (J. Conrado)
- The Pruitt Human Health Science campus will soon be home of an Osteopathic Medicine and Pharmacy College, thanks vision of Dr. Moore. (J. Conrado)
- The IRSC President and leadership team effectively communicate the vision and culture of the College at the federal, state and local levels. (V. Davis)
- Sharing the mission and vision of the institution has resulted in successfully building and reinforcing partnerships with state and federal agencies for direct funding and grant funding opportunities. These funding opportunities have provided additional benefits for students and businesses at the local level. (V. Davis)
- The Promise Program and the Nursing Program have opened doors for many first-time college students to reach beyond the capabilities their families could offer to expand their vision for a career opportunity that in the past would not have been attainable. These students are being afforded the opportunity to change their life and to contribute to an advanced workforce need. (V. Davis)
- I agree with Dr. Moore's self-assessment with a couple of additional notes: (T. George)
 - I believe we should be negotiating for the Pruitt Campus's addition of the Osteopathic Medical College and Pharmacy College to include future growth of a M.B.A. in Health Administration and Master of Nursing College as offered elsewhere by the providing corporations.
 - Further workshops should happen on the likely corporations involved with and educational and workforce opportunities Okee-One offers I.R.S.C., Okeechobee and nearby western St. Lucie County, western Martin County and western Indian River County (if realistic).
 - The economic impact of I.R.S.C. should grow as I.R.S.C. continues to implement our vision for the future under Dr. Moore's leadership. The calculation sounds impressive but impacts our work very little.
- IRSC has responded to the needs of the community with additional workforce training and expansion of the nursing program. Dr. Moore

1 – Exceeds (8 of 8)

2 - Meets

- is still actively working towards the addition of the medical school to assist in offsetting the access to care discrepancy. (M. Kindell)
- Dr. Moore has clearly demonstrated the ability to think outside the box to expand our educational programs to meet the current and future needs of the community. This allows us to stay at the forefront of the higher education space and to continue to provide programs that are relevant for our students. (M. Kindell)
- Developing a true Marketing Team to keep up with the evolution of technology and how the student engages with IRSC as a prospect, current student, and post-graduation. (C. Luna)
- Leveraging the strengths of our talented team to fulfill our mission. (C. Luna)

IRSC maintains its status as a pro-business partner to our District.

Our mission statement and strategic plan are now aligned and serve to support my vision to position IRSC as the lowest cost, highest quality educational enterprise for our students. Our announced expansion of the Nursing Program has been performed better than expected with IRSC graduating the largest Nursing class in the College's history with a 100% NCLEX passage rate. The Pruitt Human Health Sciences campus is nearing finalization to establish an Osteopathic Medicine College and form a Pharmacy College. The prospect of adding these two professional programs will improve the districts economy, as well as improve healthcare access to our stakeholders.

The College is now helping to drive economic growth with the district. IRSC is creating a dedicated data campus in Okeechobee. This concept has drawn full support from state leaders with more than \$1.5 M in new awards to prepare the site for digital businesses.

The college has clearly demonstrated the ability to conceive, develop and complete simultaneous largescale capital projects, secure legislative support and grow enrollment. These efforts have drawn the interest of large philanthropic donors to assist the College in our mission.

The College commissioned a Florida Tax Watch study to assess the College's Economic Return on Investment. That report indicates that the College produces an economic ROI for the District in excess of \$1B annually.

Educational Leadership

How effectively does the President:

- Propose educational directions and priorities that motivate others?
- Assure academic quality by expecting the use of evidence to improve performance?
- Mobilize resources to support educational programs?
- Encourage and enable educational and curricular change and innovation?
- Understand and participate in academic governance and collaborative decisionmaking?
- Attract and retain strong faculty?

Board Comments:

- Dr. Moore is always encouraging faculty and staff to stay current on their educational status but to broaden their horizons to be the best version of themselves. He is supportive and offers any assistance and resources available. (S. Caron)
- The conversion to the State Health Insurance program approved in to law by Governor DeSantis was a big win for every employee and will be instrumental in attracting and retaining strong faculty. (J. Conrado)
- The IRSC president and leadership team remain vigilant to drive academic excellence and governance of programs and outcomes. (V. Davis)
- On last year's evaluation I stated I would like to have updates on student progress at the new Indiantown High School. Asked what new strategies were being implemented to increase student outcomes and expressed concern over the school grade. My previous concerns over IHS student progress and proficiencies were addressed and the prior 'D' school grade was successfully raised to an 'A' for this past school year. Congratulations to the educational leadership team for committing to providing the necessary support to achieve excellence as the new IHS continues to build its student enrollment and the curricular offerings are expanded. (V. Davis)
- College graduations continue to rise and are a time of celebration. (V. Davis)
- SGA students are involved at DBOT meetings and College events throughout the year. (V. Davis)
- I agree with Dr. Moore's self-assessment. (T. George)
- The health insurance conversion, Faculty and Staff Senates, and SGA (phenomenal) growth and leadership are moving into the rear-view mirror. (T. George)
- Dr. Moore needs to improve our approach to background checks or out-of-region upper-level hires. When the background checks have fallen short, we have gotten headlines and litigation engagements distracting our administration from focusing on more worthy endeavors. (T. George)
- IRSC has continued to stay at the forefront of innovative programs for our students and has actively looked to incorporate new technology (AI). I feel our institution is very responsive to necessary changes in the workforce and has worked hard to promote this

1 – Exceeds (8 of 8)

2 - Meets

- responsive mindset in administration and staff for the greater good of our students. (M. Kindell)
- Focusing on strategic imperatives such as AI adoption and workforce development to maintain a competitive edge. (C. Luna)

IRSC remains highly focused on our academic content and the delivery of that content in light of our continually growing FTIC enrollment and profound changes in the higher education space. We are preparing our students for success in the competitive employment landscape through the leverage of unique partnerships with Adobe, Wolfram, Bloomberg and Grammarly AI products. We are preparing to more strongly emphasize workforce training, micro-credentials and industry certificates as our students seek out prompt pathways to employment.

IRSC continues to enjoy both Faculty and Staff Senates which serve to promote access to senior administrators in order to improve team cohesion and open communications throughout the College.

Senior administrators routinely address and engage the SGA to ensure that student representatives clearly understand trends and direction of the College and to question senior administrators about specific aspects of the College.

The College led the Florida College System in championing the conversion of all FCS colleges to the State Health Insurance program. This conversion was signed into law by Governor DeSantis. This conversion has greatly reduced health insurance premiums for each employee, serves to cap the College's health insurance costs and expand the range of health services for each employee. This feature of our benefits plan has dramatically enhanced our faculty, administrative and staff recruiting and retention efforts.

Organizational Management

How effectively does the President:

 Manage – analyze, organize, plan, direct, evaluate, renew – basic institutional processes and resources (finances,

Board Comments:

- Dr. Moore's Organizational Management Skills are of the highest priority. He understands the importance of "The Team" making sure everyone is involved and welcomed in the process. (S. Caron)
- Strong and transparent financials controls. (J. Conrado)

1 – Exceeds (8 of 8)

2 - Meets

- technology, human resources, facilities, services, etc.)?
- Create a sense of urgency and drive results in key performance areas such as admissions, enrollment, retention, student learning, fundraising, research, service, finances, and facilities?
- Set high standards and hold people responsible for results?
- Make clear and timely decisions?
- Make tough decisions?
- Use analytical and creative thinking to solve problems?
- Plan for and manage crises?
- Attract, retain and develop talented personnel?
- Build a leadership team and empower and motivate them to achieve beyond their expectations?

- The conversion away from WorkDay is going well. (J. Conrado)
- The leadership is working as team to move the college forward. (J. Conrado)
- Dr. Moore has assembled a unified leadership team who work together to strategically advance the goals and objectives of the College while meeting unexpected situations that arise. (V. Davis)
- Sound business practices are in place and advancing strategic goals.
 (V. Davis)
- A full-time in-house attorney has been representing the College and the DBOT. (V. Davis)
- Conversion from Workday to Banner is advancing. (V. Davis)
- Employees received a 3% pay increase, with a multi-year contract in place. (V. Davis)
- I agree with Dr. Moore's self-assessment. (T. George)
- From my experience and perspective, I believe the new General Counsel is an excellent hire. (T. George)
- We all look forward to exiting WorkDay and going to Ellucian. (T. George)
- Dr. Moore has refined existing processes to make them efficient and functional. Administration, staff and students all have clear goals and expectations, and there are appropriate ways to measure KPIs. (M. Kindell)
- Administration has continued to demonstrate an ability to do what is necessary to improve the college's ability to operate efficiently and to improve the student experience. (M. Kindell)
- There have been great strides in making changes necessary to attract and retain high quality faculty and administration. (M. Kindell)
- Dr. Moore sets very high and attainable standards for himself and the entire IRSC team. (C. Luna)
- Dr. Moore can lead his team in formulating an actionable strategy and overseeing progress toward key outcomes. (C. Luna)
- Dr. Moore can quickly act during crisis situations like an unusual weather event. (C. Luna)

IRSC finances and financial controls remain strong and fully transparent to the DBOT, the Foundation Directors and for EOG Directed DOGE activities. We continue to improve and revise our budget development, budget control and budget authority across all divisions, thereby providing divisional leaders more operational control of their budgets and improving budget accountability, while controlling costs. We are now driving toward a full understanding of our cost of business – including cost of capture of students, costs of instructional delivery and cost of goods and services – as we continually work to transform the budget and budget process. The Banner ERP conversation away from WorkDay will play an important and long-term role in the control and tracking of finances at the college.

The IRSC Promise Program continues to serve a best-in-class student recruiting and retention offering in the state of Florida. Our continued use of "retail" client engagement campaign continues to generate record FTIC and First-Generation cohorts. We have expanded our Student Success model to including continual improvements in Student Life services which is receiving high praise from our students. Rollback of Athletics' reliance upon student fee revenue means that we are able to provide additional resources for our students.

During this rating period, IRSC provided IRSC employees with a 3.0% pay increase as part of our overall commitment to assist our employees in keeping pace with inflation while at the same time supporting our team members with the deployment of the new state group insurance plan (SGIP) thereby reducing the cost of insurance and expanding health coverage.

Recent leadership improvements have been centered on creating the culture conducive to individual creativity, ownership and confidence to implement changes. I continue to support this change by creating urgency through the use of a velocity-to-target mindset and by providing active leadership.

I remain highly proud of the leadership team at IRSC. This occurred as a result of a unified leadership team who worked closely with the College's workforce. This is a significant achievement. This achievement and "Can Do" mindset have well prepared the leadership team to respond to the 3-round state EOG DOGE documentation during FY close out and budget preparation.

Financial Management

How effectively does the President:

Understand and manage the organization's financial dynamics, metrics and processes

Board Comments:

 He is masterful in the understanding of the current financial status of the institution working closely with our finance department as well as understanding the essential need to partner with outside entities, whether it be Government Funding or Private Funding. Best 1 - Exceeds (8 of 8)

2 - Meets

(budgeting, costs, revenues, overhead, balances, and investments) and communicate financial realities to stakeholders?

- Manage resources efficiently and build long-term financial equilibrium?
- Inform and engage the Board appropriately?

captured as OPM making our students beneficiaries of graduating debt free and job ready. (S. Caron)

- I strongly believe that the college and foundation are operating in an open and transparent manner with the DBOT. (J. Conrado)
- We continue to operate with a balance budget. (J. Conrado)
- The DBOT Retreats are a great tool for communication and transparency. (J. Conrado)
- The financial status of the College is provided at every DBOT meeting and workshop. (V. Davis)
- Sound financial practices are in place and the College not only enjoys a balanced budget but also continues to include budget reserves. (V. Davis)
- The financial leadership team is to be commended for their efforts to provide voluminous information to the state EOG Directed DOGE task force in a very compressed timeframe. The leadership team met the demands for three 'rounds' of information successfully. (V. Davis)
- Ironically, I see Dr. Moore as exceeding expectations while he sees himself as meeting expectations. (T. George)
- Edith is doing an excellent job. (T. George)
- Our transparency allows our critics to point out how they would do it better. I do not view their recommended approaches as being better. Ours follow the law and allows us to move quickly to our goals. We implement new programs and build out new buildings while our counterparts in Florida's public colleges and universities seem delayed in implementing approved legislative funding. (T. George)
- Dr. Moore and his team continue to completely reorganize the financial backbone of IRSC to ensure that operations are efficient, budgets are balanced, and our programs can stay afloat. I feel the financial stability of the college has drastically improved under this administrative team. (M. Kindell)
- Dr. Moore has appointed the right CFO to manage budget pivots with transparency for the entire DBOT, ensuring we continue to maintain a balanced budget. (C. Luna)

President's Comments:

Ms. Pacacha has excelled in the role of CFO and was equal to the task of creating and posting the College's FY 2025/2026 budget. Additionally, the entire finance, HR and Sponsored programs divisions have responded to the recurring state DOGE requests all while closing out current FY budget.

Lastly, our most recent state audits were concluded without major defects or findings. The College and the IRSC Foundation are now operating in a full, open and transparent manner for the DBOT, our team members and our state stakeholders. We continue to enjoy a balanced budget. IRSC Audit Controls have been strengthened and the College and Foundation have each received passing audits during this rating period. We continue to utilize the full weight of the College's purchasing and negotiating powers in order to secure best pricing and cost reduction for all acquisitions. We continue to utilize DBOT retreats and one-on-one DBOT member meetings, to further improve DBOT and College leadership communications and operational transparency. Work Plan **Board Comments:** 1 - Exceeds (6 of 8) Dr Moore is always reaching out no matter how significant the issue How effectively does the President: may be. He exceeds the goals established by the BOT. (S. Caron) 2 - Meets (2 of 8)Provide on-going and timely updates Continue the use of DBOT Board Retreats. (J. Conrado) regarding the implementation, progress, Timely updates regarding the College are provided at every DBOT 3 – Does Not Meet milestones achieved and concerns? meeting, in-depth committee meetings held prior to the regularly Meet the goals established by the Board scheduled DBOT meeting, and with regularly held workshops. (V. and approved by the Board of Trustees? Davis) The strategic plan is regularly reviewed and goals are established by the DBOT. (V. Davis) The challenge is keeping the BOT abreast of all mid-to-long term goals in progress (or not). Viera and Titusville projects are good examples of planned endeavors which timewise receives little one on one updates. (T. George) Dr. Moore is exceeding in implementing the goals established by the BoT. Long tern1 goals could use better periodic updates (one-on-one or workshop). (T. George) Communication with the board is great with regular meetings and retreats. I do miss regular communication with a representative

	locally as I have found there are times when I am asked about an issue by a community member that I am not aware of. However, I am easily able to get information on any issue at hand. (M. Kindell) • Dr. Moore ensures that regular updates are delivered at board meetings and board retreats, reinforcing accountability and progress tracking. He demonstrates prompt and effective action once strategic goals are set. (C. Luna) President's Comments: The entire leadership team remain empowered and directed to engage the DBOT regarding their respective operational areas of the College. This includes routine DBOT meetings, Board Retreats and one-on-one Trustee meetings. This results in a more open and transparent and trustworthy relationship with the DBOT.	
Fund Raising How effectively does the President: • Lead and engage others in the fund-raising program? • Build relationships with major donors? • Obtain gifts and grants relative to full potential from individuals, alumni, corporations and foundations? • Provide stewardship for gifts that have been received? • Inform and engage the Board appropriately?	 Dr. Moore always makes and takes time to meet and greet anyone interested in becoming involved whether it be instructional, volunteer or financial. He nurtures and continues relationships with those that have given to IRSC and follows up on the possibilities of those who may be willing to join our team in the future. (S. Caron) IRSC Foundation team of professionals have totally transformed the foundation in the last four years for the better. (J. Conrado) Fundraising activities are generally derived through the Foundation. (V. Davis) The Chair of the DBOT serves on the Foundation Board as well to inform and engage the full DBOT in addition to regular updates from the Director of Foundation. (V. Davis) Additionally joint workshops are held with the Foundation Board on a regular basis to foster a relationship between the two boards. (V. Davis) Major donors are recognized through special events and naming and marketing opportunities. (V. Davis) I do not disagree with Dr. Moore's self-assessment. (T. George) Omitted as the priority of actively seeking the full funding of our Promise Program. As Promise enrollment grows, so too does our need to have steady progress towards fully funding the perpetual coverage of the Promise Program. (T. George) 	1 – Exceeds (7 of 8) 2 – Meets (1 of 8) 3 – Does Not Meet

- I personally do not know what skill sets and connections our development officers bring to the Foundation. (T. George) There has been a complete overhaul of the fundraising mechanism within the college. It has become a major focus with a much more organized approach that is showing great results. (M. Kindell) Dr. Moore has fostered strong synergy between the DBOT and Foundation Boards, uniting them around a shared goal to raise funds for the Promise Program. (C. Luna) President's Comments: The IRSC Foundation continues to reduce cost of operation and asset management. New asset management continues to be very successful while restriction commission fees. Also, our Asset investments continue to perform well despite significant market changes. The IRSC Foundation has full accountability of all assets under management along with proper asset categorization and continues operating in a fully vetted accounting structure. New development officers are being hired to generate a district - wide fundraising capacity that has here-to-fore never existed. During this reporting period, IRSC received a leadership pledge for \$2M to further expand facilities at Indiantown High School, with \$1 Million in receipt. The relationship between the Foundation and the College has greatly improved and coordination between these leadership bodies is the best since I was appointed in 2020. External Relations **Board Comments:** 1 – Exceeds (7 of 8) • Dr. Moore is a champion with regards to relationships both internal How effectively does the President: and external. (S. Caron) 2 - Meets (1 of 8)
 - Build credibility and influence with external constituencies?
 - Provide leadership to local, regional and national higher education?
 - Increase the visibility and reputation of the institution?
 - Relate to alumni and gain their support?

- Okee-1 is going to put IRSC in the Map. (J. Conrado)
- Nursing Program is providing much needed medical personnel for all of us in our communities. (J. Conrado)
- Better working relationships with our legislators. (J. Conrado)
- Graduations are fun events for students and families and DBOT. (J. Conrado)

- Build credibility and influence with the media, legislators, and public officials?
- Dr. Moore and the leadership team are visible throughout the four-county region participating in and sponsoring events. (V. Davis)
- The 'brand' of the institution is increasing with extensive marketing efforts. (V. Davis)
- Efforts to engage alumni are provided through the Foundation. (V. Davis)
- Relationships have been established and continue to build at the federal, state and local levels through a concerted effort by identified members of the leadership team. (V. Davis)
- I agree with Dr. Moore's self-assessment. (T. George)
- Alumni database is in progress. (T. George)
- T.C. Palm's editorial staff appear not to be objective, balanced nor open to comment by I.R.S.C. leadership. Meanwhile we deliver an ever increasing quality of education. (T. George)
- I view the expanded Nursing Program as exceeding our high expectations; but also, an item moving into the rear-view window. (T. George)
- Dr. Moore and his team have continued to make contacts with those in positions appropriate to move the agenda of the college in appropriate directions. It has allowed us to establish important new opportunities for the college in regard to programs and funding sources. (M. Kindell)
- Our brand continues to be more recognizable and consistent with our image. I am disappointed that the college continues to be represented in a bad light with media such as TC Palm. I feel this reaches many people within our community and compromised the prestige of the institution. (M. Kindell)
- Okee-1 has captured attention for its potential to positively influence Okeechobee's future and support local economic well-being. (C. Luna)
- Dr. Moore has cultivated trusted relationships with policymakers at the state and federal levels as well as with key leaders in the business community. (C. Luna)

IRSC is now regarded by the State EOG and the Department of Commerce as a difference maker for major economic activities in the state. The launch of the Okee-1 project continues to draw great interest locally, at the state level and from across the nation.

The IRSC Nursing program expansion and expansion of Health Sciences programs have assisted IRSC in maintaining stronger and deeper relationships with HCA and Cleveland Clinic and other external healthcare stakeholders.

IRSC is working more closely than ever with our district's elected leaders, school districts, business leaders and veteran's groups. These relationships are essential to IRSC's ability to navigate the state hierarchy.

IRSC digital media has improved the College's Brand within the community through our improved graduation ceremony, student stories and media communications. The addition of our AVP of Brand Experience has greatly improved the college's digital presence in the marketplace. The new logo and style developed by Redline Media, has improved and expanded IRSC's brand and market impact.

The IRSC graduation ceremony has become the signature event for our students and families. The keynote speakers and students alike routinely report how inspired and moved they have been by our unique ceremony with its focus on student/family interaction.

Internal Relations

- Develop a climate and programs that enhance diversity?
- Interact with students and demonstrate commitment to their welfare?
- Work with the faculty to develop initiatives to advance their work and professional well-being?
- Work with the staff to create opportunities and resources to recognize their service and enhance their development?

Board Comments:

- Dr. Moore wears his heart on his sleeve when it comes to interacting
 with the students on a daily basis. One only needs to attend a
 commencement ceremony to experience his dedication to the
 Students, Faculty and Families. (S. Caron)
- Positive work place and team work. (J. Conrado)
- Promise program continues to change lives. (J. Conrado)
- We will soon see WorkDay go away. (J. Conrado)
- A commitment to the welfare of IR.SC students, faculty and staff is always a priority. (V. Davis)
- Faculty and Staff Senates serve to promote communication and transparency. (V. Davis)
- Student affairs are routinely addressed. (V. Davis)
- Agree. (T. George)

1 – Exceeds (8 of 8)

2 – Meets

- I look forward to exceeding the previous peak in student enrollment which I now consider a goal of I.R.S.C. (T. George)
- Dr. Moore's approachable presence and hands-on leadership across campuses create a culture of encouragement and a can-do and will-do mindset that uplifts the entire college. (C. Luna)

I remain fully committed to creating and maintaining a positive work and learning environment at the College. Our continued increase in the number of underrepresented minority students, hires – across senior administrative levels, faculty rank and staff positions.

The Adobe Creative Campus, Bloomberg, Wolfram and recently added Grammarly GPT technology suites empower underrepresented minority students by providing access to best-in-class technologies to develop their personal brand.

The promise program remains a shining example of providing a transformative educational opportunity for minority and economically at-risk populations.

Our Success Coaches continue to provide our students timely and accurate advice and support with a greater personal touch.

The selection of Ellucian to ultimately replace the failed WorkDay ERP is a watershed moment to further remove barriers to at-risk students completing their educational journey. The Student Module replacement is underway.

Board and Governance Relations

How effectively does the President?

- Build the relationship with the Board?
- Gain support from the board, especially on controversial issues?
- Involve and call on the board to facilitate relationships for the president, especially in fund-raising and community relations?
- Develop a good working understanding of the board's, the administration's and the

Board Comments:

- Dr. Moore is a pleasure to work with and always informs the board in a timely manner with information, issues and concerns. When having discussions with the board, he brings factually based information that is often data driven and options for the board's consideration. His open-door policy for the board to access anyone at the institution is extremely helpful if additional information is needed. (S. Caron)
- I strongly believe that communications between the college and the DBOT are open and transparent. (J. Conrado)

1 - Exceeds (8 of 8)

2 - Meets

- faculty's respective roles in decision-making?
- Involve the Board in strategy in productive and appropriate ways?
- Focus the Board's attention on issues related to the President's professional development and personal welfare?
- Focus the Board's attention on decisionmaking and governance systems that need improvement?

- President Moore continues to inform the DBOT through monthly board meetings, committee meetings and board workshops. (V. Davis)
- There is open communication through one-on-one conversations, as needed. (V. Davis)
- The President has an open-door policy with the DBOT which also extends to staff. (V. Davis)
- Dr. Moore also avails himself to be available to speak with groups and individuals when requested by a member of the DBOT. (V. Davis)
- I agree that the relationship between Dr. Moore and the BOT is functioning at a high level exceeding my expectations. (T. George)
- I feel the relationship between the board and Dr. Moore is far stronger than that with previous Presidents. Full transparency is always strongly encouraged. (M. Kindell)
- Dr. Moore continues to respect the positions held by the DBOT and Foundation boards.(C. Luna)
- He can respectfully articulate his thoughts and concerns and listen to all Board concerns to ultimately effect a plan of action. (C. Luna)
- He encourages strategic planning utilizing all of the influence and talent on both Boards. (C. Luna)

I remain convinced that the relation between president / DBOT is strong, open and honest. This relationship has been the essential ingredient in the transformation of the College's operations and governance.

I continue to ensure more frequent communications and in-person meetings with DBOT members, as well as for my key college Divisional leaders interacting with our Trustees.

Supporting individual DBOT member inquiries at various levels within the College to promote greater transparency.

I remain fully committed to working with the DBOT to ensure that the DBOT is fully aware of any substantive issues, changes or challenges at the College.

	Senior administration continues to work with the DBOT Chair and other Trustees to refine and improve information transmission from the College to the Board. The intent is to streamline information while providing essential information required for oversight and decision making.	
Personal Characteristics and Values	Board Comments:	1 7 10
How effectively does the President: Demonstrate persistence in reaching goals? Lead change? Use political skills to negotiate agreements, create coalitions and build consensus? Display interpersonal and people skills? Communicate clearly and convincingly in various forms and contexts? Show respect for others? Listen? Examine and challenge his or her assumptions and show a willingness to explore other viewpoints? Understand his or her and others' feelings? Reconcile conflict between self and others, and among groups and individuals? Demonstrate honesty and integrity? Inspire trust and confidence?	 Dr. Moore is laser focused on reaching goals and goes over and above to ensure his team has the tools needed to achieve success. He is very politically connected and his ability to relate to others is one of his strongest attributes. He speaks the truth, even when it's not favorable and always has options to remedy any concerns so that we are able to move forward in a positive manner with the best interest of the students and the institution in mind. (S. Caron) He listens with an open mind and is respectful in his responses. (S. Caron) Treats others with dignity and respect. (J. Conrado) Takes full responsibility for the college. (J. Conrado) Listen to others' opinions. (J. Conrado) Has developed a good working relationship with his team. (J. Conrado) Demonstrates pride for all in the team. (J. Conrado) Dr. Moore continues to: (V. Davis) Share his visions for the College to perpetuate strategic goals and objectives to meet the needs of the four-county region keeping in mind student success while meeting the needs of the workforce Drive change Support staff, faculty, students, the DBOT and the Foundation Board in established endeavors Is open to the sharing of ideas I just wish Dr. Moore could contain his coarse language in front of people he does not fully know. (T. George) In otherwise fully agree. (T. George) Dr. Moore has always been steadfast in his dedication to IRSC and our students. I feel his actions are always ethical and respectful of others. (M. Kindell) Dr. Moore exemplifies sincere dedication to the success of others and leads with the noble calling of servant leadership. (C. Luna) 	1 – Exceeds (7 of 8) 2 – Meets (1 of 8) 3 – Does Not Meet

	President's Comments: I continue to provide "full open-door access to all faculty, staff, students and community stakeholders. This feature of the Office of the President reduces lag time between issue identification and communication to the leadership of the College. All senior administrators remain accessible to faculty, staff and students. I have continued to train and empower senior leaders to identify and correct issues with the College independently. This enhances problem resolution and increases "ownership" of the mission. I personally address each cohort of new employees in order to convey our mission, our values and their critical role in changing the lives of our District's citizens. I believe that I routinely demonstrate concern, compassion and support of our team members, and students. Numerous hours have been invested in one-on-one and small group student encounters and mentoring. I strive every day to earn the trust of my team mates and superiors. I take full ownership of the College and any success or failure therein.	
Summary Questions	Board Comments:	
 What have been the president's major accomplishments in the leadership of the institution over the last year? What single thing would you suggest to improve the president's effectiveness? 	Dr. Moore's flexibility has given IRSC an edge on "State Funding and Compliance" through his superior team and leadership. His continued transparency and open door for all has built trust within the organization. He has been committed to IRSC's mission "Student Success" and is thoughtful in his diligence in every aspect when bringing forth suggestions and information to the BOT. Workforce has been a major focus and he has been ahead of any other institution on bringing in funding and implementation making IRSC a model for	
3. What other points need to be covered?	 other institutions. (S. Caron) IRSC is beyond fortunate to have Dr. Moore leading our Institution and I am hopeful he is content with continuing his employment. (S. Caron) Conversion to the State insurance program, Promise program, Okee-1, Men's and Women's Swimming, Increase in Fund Balance and Millions and Millions of new sponsored programs. (J. Conrado) 	

- Funding for strategic initiatives. (V. Davis)
- State health insurance program for College employees. (V. Davis)
- Promise Program (V. Davis)
- Indiantown High School's attainment of an A-graded school and building enrollment. (V. Davis)
- 'A' graded Indiantown High School with projected enrollment for the Fall of 2025 at 160 students. (T. George)
- Development of Martin County's 11 acres on the C-44 canal and Technical Workforce development grant implemented. (T. George)
- Okee-One infrastructure and partnerships moving forward. (T. George)
- Address how to have an upper management team (beyond Dr. Moore and Dr. Hageloh) working continuously on mid-term and long-term goals. (T. George)
- Please see the extensive list of accomplishments Dr. Moore has listed. (M. Kindell)
- I would like to see us dedicate time and attention to maintaining the athletic programs and to increasing the number of medical educational programs to meet the growing need. (M. Kindell)
- Indiantown High School Grade D to an A (C. Luna)
- Conversion to the State Health Insurance Program (C. Luna)
- \$4 Million for Technical Workforce Development (C. Luna)
- S4 Million for Workforce Expansion (C. Luna)
- National Champions Men's and Women's Swimming and Diving, Women's softball. (C. Luna)
- I would have to say there are two major accomplishments that Dr. Moore and his administration have succeeded in attaining for the College. First, the "Promise Program" and it's continued overwhelming success is what we are all about, and second IRSC's stature within the State and Federal lists of a fiercely competent and laser focused educational model of workforce response and leadership will continue to provide this college with opportunities. (B. Schirard)
- Dr. Moore has demonstrated great vision and excellent leadership over the past year. I personnel appreciate this attention to detail and mindset in moving the institution forward. He takes advantage of every opportunity to posture this institution as #1 in the state. (M. Thornton)

	I am extremely satisfied with Dr. Moore's effectiveness. (M. Til.
	Thornton) No other points. (M. Thornton)
	President's Comments:
	Major achievements during this rating period:
	Launching the College's conversion to the state health insurance program.
	\$4 M for Technical Workforce development for Martin County
	• \$4 M to support workforce expansion for Blue Line Security
	• 51st and 47th National Championships – Men's and Women's Swimming and Diving; Women's Softball
	The addition of a \$1M gift for improvements at Indiantown High School.
	Capture of more than \$35 M in new sponsored programs.
	 \$1.5M in rural infrastructure funding to support the development of the 205 acres of land in Okeechobee for the proposed new Data Campus.
	Receipt of the 11 acres of C-44 waterfront property for the establishment of a Maritime Technical Training Center
	Largest FTIC enrollment in College history.
	Largest First-Generation enrollment in College history.
	Increase in the College's Fund Balance.
	The Promise Program renewal.
	Continued excitement and optimism about the direction of the College and in the full establishment of the medical college.
	My single area in need of improvement is time management to continue to train and empower senior staff to take the College to the next level.
	train and empower senior start to take the conege to the next level.
	1
Evaluation Reviewed with the President on August 20	5, 2025.
Comments:	

-			
	8/26/25		8/26/25
Cl. L. Cl. Division 1 CT		T. 1 D.M. D.D. 11.	
Christa Luna, Chair, District Board of Trustees		Timothy E. Moore, Ph.D., President	

Personnel & Compensation Committee Agenda Item #3c



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR Action

TOPIC : Fourth Amendment to the Presidents Employment Co	ntract & Compensation Package
REGULAR AGENDA OR COMMITTEE: Personnel & Cor	npensation Committee
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY: Based on the results of the Presidents Annual Evaluation, the B for the Fourth Amendment to President Moore's contract, which	
 Renewing the Presidents 5-year contract term beginning Adjusting the Presidents base salary Amending Other Compensation and Benefits to include: Increasing number of hours allocated for annual le Board consideration for development of Supplement 	eave from 8 to 12 hours per month
ALTERNATIVE(S): Taking no action	
FISCAL IMPACT: To be determined based on recommendati	on.
RECOMMENDATION : Based on recommendation of the Bo	ard
SUBMITTED BY: Chair Vicki Davis	DATE: 8/26/25
BOARD ACTION:	DATE: 8/26/25

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

FOURTH AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on August 26, 2025, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021, and effective as of September 1, 2021, and as subsequently amended, remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

- 1. Term. Section 2.0, "Term" is deleted in its entirety and replaced with the following:
 - 2.0 Term. The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2025. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.
- **2. Compensation: Base Salary and Incentives.** Section 4.1, "Annual Base Salary," and is hereby amended as follows:
 - 4.1 Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of \$470,368.00 \$517,000.00, effective September 1, 20242025. Of the \$470,368.00 \$517,000.00, \$200,000.00 shall come from state funds and \$270,368.00 \$317,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.
- **3. Other Compensation and Benefits.** Section 6.0, "Other Compensation and Benefits," is hereby amended to add subsections 6.6 and 6.7 as follows:

- 6.6 Annual (Vacation) Leave. The Board authorizes an increase in the number of hours allocated to Dr. Moore for annual (vacation) leave to 12 hours per month effective September 1, 2025.
- 6.7 Supplemental Compensation. Additionally, to the extent Dr. Moore generates new revenue from new ventures on behalf of the College (other than from IRSC Foundation and Fund 1 sources), the Board may in its sole discretion consider development of a percent revenue model in the form of increased direct compensation (salary) or one-time pay action to the extent authorized by law. The terms of any supplemental compensation will be defined by written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on August 26, 2025 and affix their signature hereto.

Witness:	Timothy E. Moore, Ph.D. President	Date
Witness:		
	District Board of Trustees of Indian River State College	
Witness:	Christa Luna Chairperson	Date
Witness:		

Schedule A

The Trustees have structured the 2025-26 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. Base Pay \$ 470,368 \$ TBD

B. Incentive Payment \$ 91,245* \$ TBD

C. Annual Housing Allowance \$40,000

Dr. Moore will receive an annual housing allowance of \$40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. Annual Automobile Allowance \$ 20,000

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. Term Life Insurance \$2,000,000

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than \$2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

^{*}This amount reflects the Performance Outcome Incentive earned during the 2024-25 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

THIRD AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on August 30, 2024, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. Term

The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2024. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. Compensation: Base Salary and Incentives.

Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of \$470,368.00, effective September 1, 2024. Of the \$470,368.00, \$200,000.00 shall come from state funds and \$270,368.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on August 30, 2024 and affix their signature hereto.			
Milan Chanford Witness:	Timothy P. Moore, Ph.D. President	<i>—3/30/24</i> Date	
Sugare Parsons Witness:			
	District Board of Trustees of Indian River State College		
Witness: Witness:	Christa Luna Chairperson	8/30/24 Date	
Sugare Parsons Witness:			

Schedule A

The Trustees have structured the 2024-25 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. Base Pay	\$ 470,368
B. Incentive Payment	\$ 91,245*
C. Annual Housing Allowance	\$ 40,000

Dr. Moore will receive an annual housing allowance of \$40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. Annual Automobile Allowance \$ 20,000

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. Term Life Insurance \$2,000,000

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than \$2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

^{*}This amount reflects the Performance Outcome Incentive earned during the 2023-24 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

SECOND AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on January 30, 2024, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. Term

The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2023. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. Compensation: Base Salary and Incentives.

Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of \$456,225.00, effective September 1, 2023. Of the \$456,225.00, \$200,000.00 shall come from state funds and \$256,225.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

3. Other Compensation and Benefits

Housing Allowance. The Board authorizes an increase to Dr. Moore's housing allowance to \$40,000 annually, effective September 1, 2023 as a supplemental housing payment, or housing allowance, so long as Dr. Moore lives in a private residence in the College's four-county service area during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his housing including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

Automobile Allowance. The Board authorizes an increase to Dr. Moore's automobile allowance to \$20,000.00 annually, effective September 1, 2023 during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his vehicle including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

Additional Insurance. The Board authorizes an increase to the term life insurance benefit to no less than \$2,000,000.00 effective September 1, 2023. The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Employment				
Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on January 30, 2024 and affix their signature hereto.				
regular meeting on January 50, 2024 and arms their signature hereto.				
Surane Parsons		-1/30/24		
Witness Parsons	Timothy E. Moore, Ph.D.	Date		
	President			
Collen Van Gorden				
Witness:				
Tital Control of the				
	District Board of Trustees of Indian River State College			
	indian River State Conege			
Suman		1/201		
Witness:	Anthony D. Confederation	30/202		
witness:	Anthony D. George Ja .	Date		
N a 11				
Witness:				
WILLIESS.				

Schedule A

The Trustees have structured the 2023-24 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A.	Base Pay	\$456,225
В.	Incentive Payment	\$ 79,000*
C.	Annual Housing Allowance	\$ 40,000

Dr. Moore will receive an annual housing allowance of \$40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. Annual Automobile Allowance

\$ 20,000

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. Term Life Insurance

\$2,000,000

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than \$2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

^{*}This amount reflects the Performance Outcome Incentive earned during the 2022-23 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

FIRST AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on September 27, 2022, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. Term

The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2022. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. Compensation: Base Salary and Incentives.

Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of \$395,000.00, effective September 1, 2022. Of the \$395,000.00, \$200,000.00 shall come from state funds and \$195,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have e Agreement as a confirmation to the District Bo		
regular meeting on September 27, 2022 and af		corded during its
Suzane Parsons Witness:	Timothy E. Moore, Ph.D. President	9/27/22 Date
Witness:		
Suzaare Parsons	District Board of Trustees of Indian River State College	9/27/22
Witness:	Anthony D. George Chairperson	Date
Witness: Which		

Schedule A

The Trustees have structured the 2022-23 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A.	Base Pay	\$ 395,000
В.	Annual Automobile Allowance	\$ 15,000 (a)
c.	Incentive Payment	\$ 73,000*
D.	Annual Housing Allowance	\$ 36.000 (c)

- (a) Automobile Allowance Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 24 paydays the 15th and last day of the month in the amount of \$ 625.00 per payday.
- (b) Annual Housing Allowance. Dr. Moore will receive an annual housing allowance of \$36,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 24 paydays occurring on the 15th and last day of the month in the amount of \$1,500.00.

^{*}This amount reflects the Performance Outcome Incentive earned during the 2021-22 academic year as referenced in Section 4.2 of the Employment Agreement.

Indian River State College Board of Trustees, Fort Pierce, Florida (34981) Employment Agreement for Dr. Timothy Moore

This Employment Agreement (hereinafter referred to as "Agreement"), which shall be effective as of September 1, 2021, is entered into by and between the District Board of Trustees of Indian River State College (hereinafter referred to as "Board"), a public body corporate of the State of Florida, Fort Pierce, Florida 34981, and Dr. Timothy Moore (hereinafter referred to as "Dr. Moore").

RECITALS

WHEREAS, the Board has the authority to select a president of Indian River State College (hereinafter referred to as "IRSC" or "College") pursuant to State of Florida Statute.

WHEREAS, the Board unanimously selected Dr. Moore on July 22, 2020, to serve as the President of the College.

WHEREAS, the Board wishes to employ Dr. Moore as President, and Dr. Moore wishes to serve as President and be its employee, subject to the terms and conditions of this Agreement; and

WHEREAS, the Board and Dr. Moore desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board; and

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions contained herein, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1.0 Appointment. The Board of Trustees hereby appoints and employs Dr. Timothy Moore to be the President of the College subject to this Agreement, the laws of the State of Florida, the rules and policies of the Florida State Board of Education, the regulations and policies of the College, the policies and supervision of the Board of Trustees. Dr. Moore hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement.
 - The performance of the Board of Trustees of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature for the current and future periods.
- 2.0 Term. The College shall employ Dr. Moore for a term of 4 years commencing on September 1, 2021. The term of this Agreement shall be renewed annually upon Board annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of this Agreement is 4 years.

3.0 Powers and Duties. As President, Dr. Moore shall perform all duties required subject to the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the IRSC Board of Trustees, as now existing or hereafter promulgated. Those duties include, but are not limited to oversight of the general operations of the College including educational leadership; faculty, employee, labor and community relations; long-range strategic planning; budget formulation; supervision of the College's buildings, grounds and equipment; administration of the affairs of the College consistent with Board policy; student recruitment and services; fund raising, development, public relations and alumni affairs; recruitment of personnel; appointment, promotion and dismissal of all faculty and staff; crisis and emergency management; and such other duties as mutually agreed upon by Dr. Moore and the Board. During his presidency, Dr. Moore shall place particular emphasis on and devote ample time to the strategic leadership of the College's fund-raising strategy and student enrollment. This shall include but shall not be limited to annually establishing operational goals as agreed upon by Dr. Moore and the Board. The fund-raising and student enrollment trends shall be used to set fund raising and enrollment goals for each year.

4.0 Compensation: Base Salary and Incentives.

- 4.1 Annual Base Salary. As compensation for the services to be performed by Dr. Moore pursuant to this Agreement, the College shall pay to Dr. Moore an annual base salary of \$365,000.00. Of the \$365,000.00, \$200,000.00 shall come from state funds and \$165,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees at the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of this Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds.
- 4.2 Performance Outcome Incentives. During the initial year of this contract, the Board and Dr. Moore shall consider in good faith implementing a mechanism to award performance outcome incentive payments ("incentives" or "incentive payments") to Dr. Moore so that, going forward after such a mechanism is agreed, and based upon Dr. Moore's achievement, thereafter, of specific, measurable annual goals and objectives which are mutually agreed upon in writing by Dr. Moore and the Board and annual evaluation results, Dr. Moore may be eligible to receive an annual incentive payment of up to twenty percent (20%) of the annual base salary in effect during the year under review, as provided for in subparagraph 4.1, contingent upon the availability of funds and the Board's discretion. It is intended that such an incentive payment will only be awarded for exceptional or extraordinary performance that exceeds the high expectations of the Board. The granting or denial of an incentive payment is discretionary and any incentive shall be awarded based on the Board's

assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. One factor in the Board's consideration may be the availability of funds for raises for staff and faculty. The Board may award any amount of incentive from zero to the maximum of twenty percent (20%). On an annual basis, the Board may take a vote on payment of an incentive which shall be proportional to the goals and objectives met and shall state the amount thereof, if any. Upon Board approval of an incentive payment, payment of said incentive shall be made within sixty (60) days of said approval.

- 5.0 Evaluation. On an annual basis, Dr. Moore shall provide to the Board Chair a list of proposed goals and objectives for the twelve (12) month period beginning September 1st or otherwise designated by the IRSC Board of Trustees. The Board or a committee thereof and the President shall discuss the President's proposed goals and objectives, after which time the Board Chair and President shall agree upon finalized goals and objectives for that twelve (12) month period. No later than each September 1st, Dr. Moore shall initiate the evaluation process on such approved goals and objectives for the previous calendar year by submitting to the Board a self-appraisal of said period's performance. The appraisal shall address performance related to each of the goals and objectives agreed upon for the preceding year. After the President has submitted this self-appraisal, the Board shall evaluate Dr. Moore's performance based on his achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate. To aid the Board in its annual performance review, the President agrees to furnish such oral and written reports as may be requested by the Board Chair.
- 6.0 Other Compensation and Benefits. The President shall also receive the following compensation and benefits during the term of the Agreement.
 - 6.1 Housing Allowance. Payment in the amount of \$36,000.00 annually as a supplemental housing payment, or housing allowance, so long as Dr. Moore lives in a private residence in the College's four-county service area during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his housing including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.
 - 6.2 Automobile Allowance. An automobile allowance of \$15,000.00 annually during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his vehicle including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.
 - **6.3 Club Memberships.** If required by the IRSC Board and to further enable Dr. Moore to carry out his duties pursuant to this Agreement, payment of the annual fees and dues for membership in a local club or country club.

- 6.4 IRSC Business and Travel Expenses. The Board shall reimburse Dr. Moore for all reasonable IRSC related business and travel expenses including annual dues and membership fees for professional associations, meetings and entertainment. The Board may fulfill this obligation through the use of College funds or other available funds as appropriate. If required or authorized by the Board, when the President's spouse accompanies him on College-related business while he is serving as President, the Board shall cover the spouse's reasonable travel expenses, up to a maximum of \$5,000 annually. Funding is only authorized in conjunction with President's travel outside of the College service area.
- 6.5 Use of Private Residence for IRSC-related Business Functions. As required or authorized by the Board, and for the benefit and convenience of the College, the President's private residence may be used for College-related business and entertainment. The costs associated with such specific events, including but not limited to catering and cleaning, shall be paid by the College. The College shall reimburse Dr. Moore for any damage to his furnishings arising from the hosting of IRSC events, to the extent not covered by Dr. Moore's homeowners insurance.
- 7.0 Standard Benefits. Dr. Moore shall be eligible to participate in all present and future benefit plans maintained by the College for (executive service employees). Such benefits shall include, without limitation, health care, short-term and long-term disability, life insurance programs, retirement plans, deferred compensation plans, tax-deferred savings plans, flexible spending accounts and annual (vacation) and sick leave.
 - **7.1 Additional Insurance.** The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than \$1,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.
- 8.0 Participation on Corporate Boards and Other Outside Activities. Dr. Moore agrees to faithfully and diligently discharge all obligations under the Agreement and to devote full-time attention and energies to his duties as President. The expenditure of reasonable amounts of time for personal as well as charitable and professional development activities, shall be permitted in accordance with this section, provided such activities do not interfere with the duties or services to be rendered under this Agreement, the Florida Code of Ethics, and applicable regulations and policies of the Board of Trustees or the College. Dr. Moore will be given 6 months from September 1, 2020 to close out or transfer responsibility for his private business activities. Dr. Moore shall not engage in any activity that may conflict with or be averse to the best interest of the College.
 - **8.1 Requirement of Prior Approval.** With prior approval of the Chair of the Board, and subject to ratification of the Board of Trustees, Dr. Moore may serve on the board of directors of for-profit corporations. Any and all income earned by Dr. Moore in connection with his service on such board of directors shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder.

9.0 Termination.

- 9.1 Termination without Cause. Notwithstanding anything in this Agreement to the contrary, the parties agree that upon a majority vote of the then-existing members of the Board of Trustees each casting a vote in favor of termination, the Board may terminate this Agreement at any time without Cause, provided that the Board gives Dr. Moore ninety (90) calendar days' notice of the termination. However, at the Board's discretion, regardless of the reason for termination and the amount of compensation due, Board may immediately relieve the President of his duties with pay for the required notice period. If the President accepts full-time employment during the 90 -day notice period, the Board's financial obligations under this Agreement shall cease.
- 9.2 Termination for Cause. Notwithstanding anything in this Agreement to the contrary, the parties agree that the Board may terminate this Agreement at any time for Cause. For the purposes of this Agreement, "Cause" shall be defined as conduct determined by a majority of the Board of Trustees to be: (a) gross negligence or willful malfeasance by the President in the performance of his duties that materially harms the College; (b) acts or omissions by Dr. Moore that are undertaken or omitted knowingly and are felonious or fraudulent and involved dishonesty or moral turpitude; (c) misconduct as defined at F.S. 443.036 (29); or (d) the President being formally indicted in a court of law with any felony, or any other crime involving misuse or misappropriation of College funds. In the event of termination for Cause by the Board, Dr. Moore's employment with the College as president shall cease and he shall not be entitled to any further compensation or benefits as President, excluding compensation and incentive payments earned per the term of the Agreement up to the time of termination.
- 9.3 Termination Due to Death or Disability. Dr. Moore's death or permanent disability prior to the expiration of this Agreement shall terminate this Agreement, subject to the Provision of this Section. In the event of Dr. Moore's death during his service as President, this Agreement shall terminate immediately, and his spouse or, if none, his estate, shall receive all accrued benefits as of the date of his death. If Dr. Moore becomes permanently disabled during this service as President, he shall receive all benefits to which he is entitled pursuant to the College's disability insurance plan in which he participates. For purposes of this Agreement, "permanent disability" shall mean the inability of the President to perform the essential functions of the job for a period of six (6) continuous months, with reasonable accommodations (as such term is defined in 42 U.S.C. section 12111 (9), as amended, and in the common law interpreting same.
- 9.4 Severance Compensation. In addition to the events set out in paragraphs 10 (1) through (3) above, the Trustees may terminate Dr. Moore at any time with ninety (90) days written notice without cause during the term of this Agreement. In the event of a termination of this Agreement by the Trustees without cause, Dr. Moore will be paid severance pay in an amount equal to twenty (20) weeks of his base salary. In no event shall any severance pay be payable to Dr. Moore which would exceed the limits or violate the provisions as set forth

in F.S. 215.425(4) and any severance pay would be subject to the conditions and limitations of that Statute, the provisions of which are incorporated herein by reference.

- 10.0 Resignation. Dr. Moore may terminate this Agreement at any time upon a minimum of ninety (90) days prior notice to the Board. Dr. Moore's employment as President shall cease on the effective date of his resignation, and he shall not be entitled to any further presidential compensation or benefits as President, except as set forth in the College's various benefit plans with respect to vesting and rights after termination of employment. The Board may waive any portion or the entire notice period at its discretion and terminate earlier.
- 11.0 Post-Presidency Faculty Position. At the conclusion of his term as President, and providing that Dr. Moore was not terminated pursuant to Section 10 above and did not resign pursuant to Section 11, then the Board agrees to consider appointing Dr. Moore to a tenured position in the Health Sciences section.
- 12.0 Dispute Resolution. The Board and Dr. Moore agree that if any dispute arises concerning this agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction.
 - 12.1 Mediation. If the Board and Dr. Moore are unable to resolve their disputes informally, they both agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Moore's employment and/or termination of his employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the Parties in Fort Pierce, Florida. The cost and fees with mediation shall be borne by the College. The Parties agree to pay their own attorney's fees and costs.
 - 12.2 Arbitration. If mediation, as described in paragraph 13.1, is unsuccessful, and the issue between the parties is whether there was cause for termination or the amount of compensation or benefits due under this Agreement, the Board and Dr. Moore agree that they will submit the dispute to confidential (to the extent legally permissible), binding arbitration before one arbitrator in Fort Pierce, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (hereinafter "AAA") then in effect. The AAA shall provide a list of three arbitrators who are National Academy of Arbitration members. Within ten (10) days of receipt thereof, each party shall strike one, Dr. Moore shall strike first and notify the College of such choice within ten (10) days of marking of the list and the College shall strike last. Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the College and Dr. Moore involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written contract and shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be paid by the College. The Parties agree to pay their own attorney's fees and costs. To the extent permitted by

law, both Parties will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, involving only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted by law, they will also use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Moore agree that no arbitrator may be an employee at the College or have any material personal or business relationship with Dr. Moore, the Board, College, or the IRSC Foundation.

- 13.0 Personal Contract. The obligations and duties of Dr. Moore as President shall be personal and not assignable or delegable in any manner whatsoever, except as set forth in Board regulations. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.
- 14.0 Notice. Unless and until changed by either party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the IRSC:

Chair, IRSC Board of Trustees Indian River State College At the Chair's residence and the Edwin R. Massey Campus

With a copy to:

Lawyer for the IRSC Board of Trustees At the lawyer's office

If to the President:

Dr. Timothy E. Moore, Office of the President At Dr. Moore's IRSC office and his residence

- 15.0 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.
- 16.0 Waiver. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.
- 17.0 Counterparts. This Agreement may be executed in counterparts, and by the Parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument.
- 18.0 No Trust Fund. Nothing contained herein and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind.

Employment Agreement Dr. Timothy E. Moore

- 19.0 Ratification Required. The Board must ratify this contract prior to entry into force.
- 20.0 Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the IRSC Board of Trustees, as now existing or hereafter promulgated. The Parties hereby agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. Further, the Parties agree that proper venue for any suit concerning this Agreement shall be Indian River County, Florida, or the Federal Southern District of Florida.
- 21.0 Entire Agreement; Modification. This Agreement sets forth the entire agreement between the Parties and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations or agreements to the contrary. This Agreement may be modified or amended only by mutual written consent of the Parties.
- 22.0 Public Disclosure. The Parties acknowledge that this Agreement is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or other provisions, and may, therefore be subject to disclosure by and in the manner provided by law.
- 23.0 Headings / Miscellaneous. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement. The terms "Board," "IRSC Board of Trustees," and "IRSC" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer or employee of said entity.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year indicated.

Seyane Parsons

Timothy E. Moore, Ph.D.

Date

10/26/21

President

Uneresa lynch

Witness:

District Board of Trustees of Indian River State College

- 0

Witness:

Sandra J. Krischke Chairperson

Date

10/26/21

Witness:

Schedule A

The Trustees have structured the 2021-2022 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A.	Base Pay	\$ 365,000
В.	Annual Automobile Allowance	\$ 15,000 (a)
c.	Incentive Payment	\$ 73,000
D.	Annual Housing Allowance	\$ 36,000 (c)

- (a) Automobile Allowance Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 24 paydays the 15th and last day of the month in the amount of \$ 625.00 per payday.
- (b) Annual Housing Allowance. Dr. Moore will receive an annual housing allowance of \$36,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 24 paydays occurring on the 15th and last day of the month in the amount of \$1,500.00.

Schedule B

The IRSC Board of Trustees agree to allow Dr. Moore to retain all rights to and privileges associated with the following elements of Intellectual Property/Prior Art/Trade Secret Knowledge:

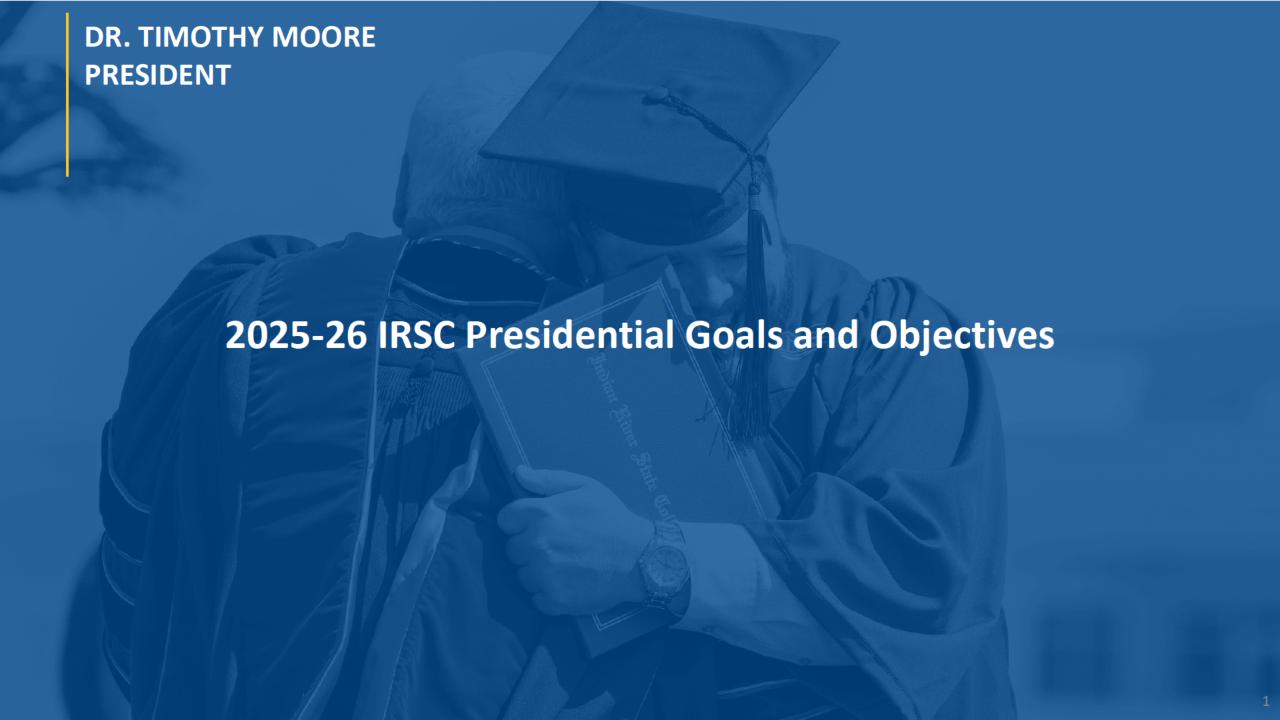
- a. Probiotics/Supplements, including growth, production and formulations.
- b. Non-cryogenic Biological Preservation Process and Preservatives
- c. Airborne Infection Control / Mitigation technologies
- d. Enhanced Skin Wound Treatment and Healing formulations, delivery systems and associated production processes.



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *ACTION*

TOPIC : 2025/26 Presidential Goals and Objectives	
REGULAR AGENDA OR COMMITTEE : Personnel & Compensa	tion Committee
SUBMITTED FOR: X ACTION/VOTE INFORMATION DISCUSSION	
SUMMARY:	
The board of trustees will review and approve the 2025/26 Presidential	Goals and Objectives.
ALTERNATIVE(S): Not approve	
FISCAL IMPACT: N/A	
RECOMMENDATION : Recommend approval	
SUBMITTED BY: Chair Vicki Davis, Personnel & Compensation Committee	DATE: 8/26/25
BOARD ACTION:	DATE: 8/26/25







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

OUTLINE OF PERFORMANCE AREAS:

RESEARCH

INCREASE SPONSORED PROGRAM PROPOSAL VALUE BY 10% OVER FY 24/25 (\$32 M TO \$35M)

INCREASE NUMBER OF PROPOSALS BY 10% (46 IN FY25 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

OUTLINE OF PERFORMANCE AREAS:

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 DAY-TO-DAY OPERATIONS OF THE RIVER HAMMOCK

SUPPORT THE COLLEGE'S EFFORT TO SELECT A P3 PROVIDER FOR CONSTRUCTION OPERATIONS OF STUDENT HOUSING





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





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

