



Indian River State College

DISTRICT BOARD OF TRUSTEES MEETING
Indiantown High School, a Public Charter School of IRSC
Science Lab, Room 127
Charles & Sandy Johnston Campus
19000 SW Citrus Boulevard, Indiantown, FL 34956

September 23, 2025 – 1:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Welcome & Update – *Dr. Stephanie Etter & Lisa Davenport*
3. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
4. Recognition:
 - a. Team Member of the Month:
 - September 2025 – James “Jimmy” Crocco – *recognized by Hudson Lana*
5. Request approval of August 26, 2025 Board of Trustees Meeting Minutes – *Chair Luna*
6. Open to Public Comment – *Chair Luna*
7. President’s Report – *Dr. Angela Browning*
 - a. President’s Update
 - b. Calendar of Events for October 2025
8. Personnel & Compensation Committee Meeting Report – *Trustee Davis*

9. Finance Committee Meeting Report – *Trustee George*
10. Facilities Committee Meeting Report – *Trustee Schirard*
11. Academic Affairs & Charter Schools Governance Committee Meeting Report – *Trustee Thornton*
12. Consent Items: *Chair Luna*
 - a. Agreement with Armellini Express Lines
 - b. Agreement with National Partnership for Environmental Technology Education (NPETE)
 - c. Amendment to the Memorandum of Agreement with Hibiscus Children’s Center
 - d. Clinical Affiliation Agreements:
 1. Aqua Dermatology of Florida, P.A., d/b/a Water’s Edge Dermatology
 2. Calvary Christian Academy
 3. Dahya Dental LLC
 4. Jackson Drugs
 5. Legerity Rehab, d/b/a Palm Garden Rehab
 6. Namy Physical Therapy LLC
 7. Oceanside Physical Therapy, Inc.
 8. Port St. Lucie Health Center
 9. Port St. Lucie Rehabilitation and Healthcare
 10. State of Florida, Department of Health, Martin County Health Department
 - e. Cognizant Project Change Orders:
 1. #CO09 – PROJ_70873/IRSC-AMS/CVS
 2. #CO10 – PROJ_70873/IRSC-AMS/CVS
 - f. Memorandum of Agreement between Indian River State College, Criminal Justice Institute and PFD Instruction LLC
 - g. Memorandum of Agreement between Indian River State College and St. Lucie County Sheriff’s Office
 - h. Memorandum of Understanding between Indian River State College and Ballet Vero Beach for Co-Production of *Spring Flings 2026*
 - i. Memorandum of Understanding between Indian River State College and Port St. Lucie Community Band for the Co-Production of *Sounds of the Season* and *Stage and Screen – Music from Broadway and Film*
 - j. Pathify Software Order Form

k. Full-Time Appointments:

1. Krystal Allen (Salon Manager, Cosmetology)
2. Camila Alvarez (Assistant Instructional Dean, School of Nursing)
3. Donald Bergmann (Chief of Campus Safety, Office of the President)
4. Jennifer Borges (Instructional Coordinator, STAGE)
5. Elizabet Carballido (Custodian, Custodial)
6. Shelia Carter (Infant/Toddler Lead Teacher, Child Development Center)
7. Melissia Clarke (Director of Admissions, Recruitment and Admissions)
8. Steven Coon (Assistant Professor I, Biological Sciences)
9. Katelyn Crews (Library Administrative Coordinator, Learning Resources)
10. Joseph DellaRocca (Head Softball Coach, Athletics)
11. Juana Deleon (Recruitment and Retention Specialist, Adult Secondary Education)
12. Brenda Diaz (Training and Instructional Design Facilitator, IPDAE)
13. Kari Eden (Administrative Assistant III, Academic Affairs)
14. Mildre Feliz (Career Pathways Facilitator, Adult Secondary Education)
15. Noe Gamez (Groundskeeper, Grounds)
16. Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)
17. Brittney Gulino (Campus Director - Mueller Campus, Student Success)
18. Bobbie Kalidonis (Accounts Receivable Specialist, Accounts Receivable)
19. Alexander Kanter (Assistant Instructional Dean, Mathematics)
20. Christina Kelly (Instructor, Cosmetology)
21. Christine Kenny (Assistant Professor I, School of Nursing)
22. Katlyn Klein (Military and Veteran's Services Advisor, Military and Veterans Services)
23. Sarah Lisle (Assistant Professor I, Accounting Technology)
24. Michael Lyons (Assistant Men's Basketball Coach, Men's Basketball Athletics)
25. Gianinna Mitchell (Career Pathways Facilitator, Adult Secondary Education)
26. Lashain Morgan (Interim - Academic Advisor, Advising Services)

27. Andrew Murdza (Assistant Professor I, Mathematics)
 28. Claire Murphy (Instructor, Hospitality and Culinary Management)
 29. Kimberly Murray (Assistant Professor I, English and Communications)
 30. Jill Pangle (Instructional Coordinator, STAGE)
 31. Berenice Rene (Events Logistics Specialist, Brand Experience)
 32. Addie Rhinevault (Mailroom and Copy Services Manager, Auxiliary Services)
 33. Riquelmo Rodriguez (Teacher, Clark Advanced Learning Center)
 34. Curtis Rookard (Assistant Professor I, Computer Information Technology)
 35. Mark Shaw (Master Instructor - Emergency Medical Services, Emergency Medical Services)
 36. Matthew Stitt (Assistant Professor I, Mathematics)
 37. Shanna Stokes (Assistant Professor I – Nursing, School of Nursing)
 38. Alessandra Thompson (Associate Vice President of Human Resources, Office of the President)
 39. David Washington (Maintenance, Physical Plant/Maintenance)
 40. Madisen Emyli Wesley (Administrative Assistant I, Title V QEP)
 41. David Whittaker (Assistant Professor I, Workforce Education)
 42. Valerie Wilson (Assistant Professor I, Health Science)
 43. Jennifer Witherington (Assistant Professor I, English and Communications)
 44. Robert Wood (Assistant Professor I, Biological Sciences)
 45. Donald Zimmerman (Assistant Professor I, Humanities)
- l. Retirements:
1. Allen Atkinson (Head Softball Coach, Athletics)
 2. Denise Dillon (Clerk, Public Service Education)
 3. Walter Hill (Custodian, Custodial)
 4. Michelle Solomon (Mailroom and Copy Services Manager, Auxiliary Services)
- m. Separations of Service:
1. Lezlee Almendarez (Case Manager, Farmworker Career Development Program)
 2. Julie Boswell (Assistant Professor I, Biological Sciences)
 3. Shakira Carter (Career Pathways Facilitator, Adult Secondary Education)
 4. Jenny Champagne (Program Director, Student Life)
 5. Peter Craft (Assistant Professor I, English and Communications)

6. Andy Delgado (Maintenance, Physical Plant/Maintenance)
 7. Beau Driver (Assistant Professor I, Humanities)
 8. Mildre Feliz (Career Pathways Facilitator, Adult Secondary Education)
 9. Beatriz Guerrero (Program Coordinator - Farmworker Career Development Program, Northwest Center)
 10. Brenna Heffner (Assistant Professor I, English and Communications)
 11. Madison Hendry (Infant/Toddler Lead Teacher - FT, Child Development Center)
 12. Jonathan Hooker (Campus Director - Mueller Campus, Student Success)
 13. Jean Robert Jules (Program Coordinator Campus, Adult Secondary Education)
 14. Sergio Laguerre (Case Manager, Farmworker Career Development Program)
 15. Karin Lowery-Bell (Career Pathways Facilitator, Adult Secondary Education)
 16. Kelly Mastros (Administrative Assistant II, Advising and Career Services)
 17. Kettlyne Michel (Career Pathways Facilitator, Adult Secondary Education)
 18. Gianinna Mitchell (Program Coordinator Campus, Adult Secondary Education)
 19. Shawanda Mitchell (Career Pathways Facilitator, Adult Secondary Education)
 20. Shayne Moxam (Program Specialist, Adult Secondary Education)
 21. Danielle Nevarez (Underwriting Account Executive, IRSC Public Media)
 22. Nichole Pallan (Training and Instructional Design Facilitator, IPDAE)
 23. Prashanth Pilly (Associate Vice Provost of Academic Affairs, Academic Affairs)
 24. Guadalupe Sanchez (Case Manager, Farmworker Career Development Program)
 25. Madea Shoff (Assistant Professor I, School of Nursing)
 26. Amanda Skinner (Transcript Evaluation Specialist, Credit Evaluation and Graduation Coordinator)
- n. Regular Part-Time Appointments:
1. Lauren Bishop (Library Technical Assistant, Learning Resources)

2. Evelyn Marquez (Program Assistant, Biological Sciences)
 3. Charlene Nelson-Oxford (Bus Driver, Indiantown High School)
 4. Alivia Oliver (Program Assistant, Biological Sciences)
 5. Andres Serrano (Technical Assistant, Adult Secondary Education)
 6. Ta'Nayah Simmons (Clerk, Northwest Center)
 7. Jenna Switalski (Program Assistant, Biological Sciences)
- o. Part-Time Temporary Non-Instructional Appointments:
1. Lilian Anderson (ASC Tutor, Tutoring Centers)
 2. Jasmine Avrilien (Federal Work Study, Student Success Center)
 3. Leondria Bailum (Child Development Center Teacher Assistant, Child Development Center)
 4. Steven Barton (Training Facilitator I, Continuing Education)
 5. Taylor Benica (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 6. Sean Burton (Federal Work Study, Learning Resources)
 7. Jude Charles (ASC Tutor, Tutoring Centers)
 8. Elijah Christopher (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 9. Christopher Corrado (Training Facilitator I, Continuing Education)
 10. Emmalina Cruz (Federal Work Study,
 11. Cheyenne Dunaway (Learning Assistant Peer Tutor,
 12. Schebania Ervilus (Federal Work Study, Public Service Education)
 13. Alyssa Espitia (ASC Tutor, Tutoring Centers)
 14. Diana Estime (Federal Work Study, Northwest Center)
 15. Akela Ferman (Laboratory Assistant, Workforce Education)
 16. Rebekah Foster (Lifeguard/Instructor, Aquatics)
 17. Napoleon Francisco (Federal Work Study, Registration Assistant)
 18. Marta Freeman (Adult Education Intake Specialist, Adult Secondary Education)
 19. Elena Fuentes (Program Assistant, School of Education)
 20. Luisa Garrett (Retention Content Specialist, Title V QEP)
 21. Vlada Goers (ASC Tutor, Tutoring Centers)
 22. Kayla Hamm (Program Assistant, Cosmetology)
 23. Rylee Hernandez-Ashton (Federal Work Study, Programming/Traffic)
 24. Brayden Hunt (Lifeguard/Instructor, Aquatics)
 25. Ranneisha Jones (Federal Work Study, Northwest Center)
 26. Alessandro Joseph (Federal Work Study, Registration Assistant)

27. Aras Kavaliauskas (Lifeguard/Instructor, Aquatics)
 28. Patricia Lotz (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 29. Diana Miranda (Child Development Center Teacher Assistant, Child Development Center)
 30. Nykirria Morris (Federal Work Study, Brand Experience)
 31. Jordan Myers (Federal Work Study, Student Success Center)
 32. Bryan Osorio (ASC Tutor, Tutoring Centers)
 33. Jafet Paz-Rivera (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 34. Sergio Pineda (Chair Assistant, Public Service Education)
 35. Sakinur Rahman (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 36. Angelo Ruiz (Federal Work Study, Foundation - TSIC)
 37. Patrick Small (Program Assistant, Workforce Education)
 38. Jordan Stevens (Federal Work Study, Student Conduct)
 39. Evan Sturgill (Federal Work Study, STEM)
 40. Bennett Suba (Program Assistant, Aquatics)
 41. Wateria Thomas (Federal Work Study, Student Success Center)
 42. Quang Tran (ASC Tutor, Tutoring Centers)
 43. Khathy Truong (Federal Work Study, Title V QEP)
 44. Phat Van (Federal Work Study, Student Success Center)
 45. Sela Vazquez (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
 46. Tanner Wilson (Laboratory Technician, Workforce Education)
- p. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
1. Michael Benoit (Fire Science)
 2. Teresa Cannady (Business Law)
 3. Judy Carasco (Cosmetology)
 4. Christopher Ciccotelli (Fire Science)
 5. Anitra Cummings (Student Success)
 6. Christopher Cummings (Student Success)
 7. Robert Espinosa (Law Enforcement)
 8. Robert Everett (English)
 9. Danielle Flowers (Student Success)
 10. Andee Garcia (Mathematics)
 11. Sharonia Godfrey (Student Success)
 12. Christopher Gross (Religion)

13. Zahra Hammoud (English)
14. Joseph Hooker (Fire Science)
15. Cesar Lora (Fire Science)
16. Kevin Miller (Biological Science)
17. Johnathon Moore (Anatomy & Physiology)
18. Nathan Mulch (Philosophy)
19. David Pachucki (Plumbing Apprenticeship)
20. Tyson Pannozzo (Fire Science)
21. Christine Paolillo (English)
22. Woodrow Peterson (Biological Science)
23. Roberto Resto (Electrical Apprenticeship)
24. Hayat Richard (Nursing)
25. Joseph Sabbagh (Biological Science)
26. Ryan Salomon (Fire Science)
27. John Shepherd (Business)
28. James Steyn (Emergency Medical Services)
29. Kenton Taylor (Law Enforcement)
30. John Thomas (Business)
31. Arva Wilburn (HVAC)
32. Katiouchka Williams (Accounting)

13. Adjourn – *Chair Luna*

Indian River State College, Mission Statement

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

IRSC is committed to:

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



AGENDA ITEM NO. 2
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Welcome & Update

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Dr. Stephanie Etter and Lisa Davenport welcome the Board of Trustees to Indiantown High School and will present an update on the high school's unprecedented growth.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Stephanie Etter / Lisa Davenport

DATE: 9/23/25

BOARD ACTION: None required

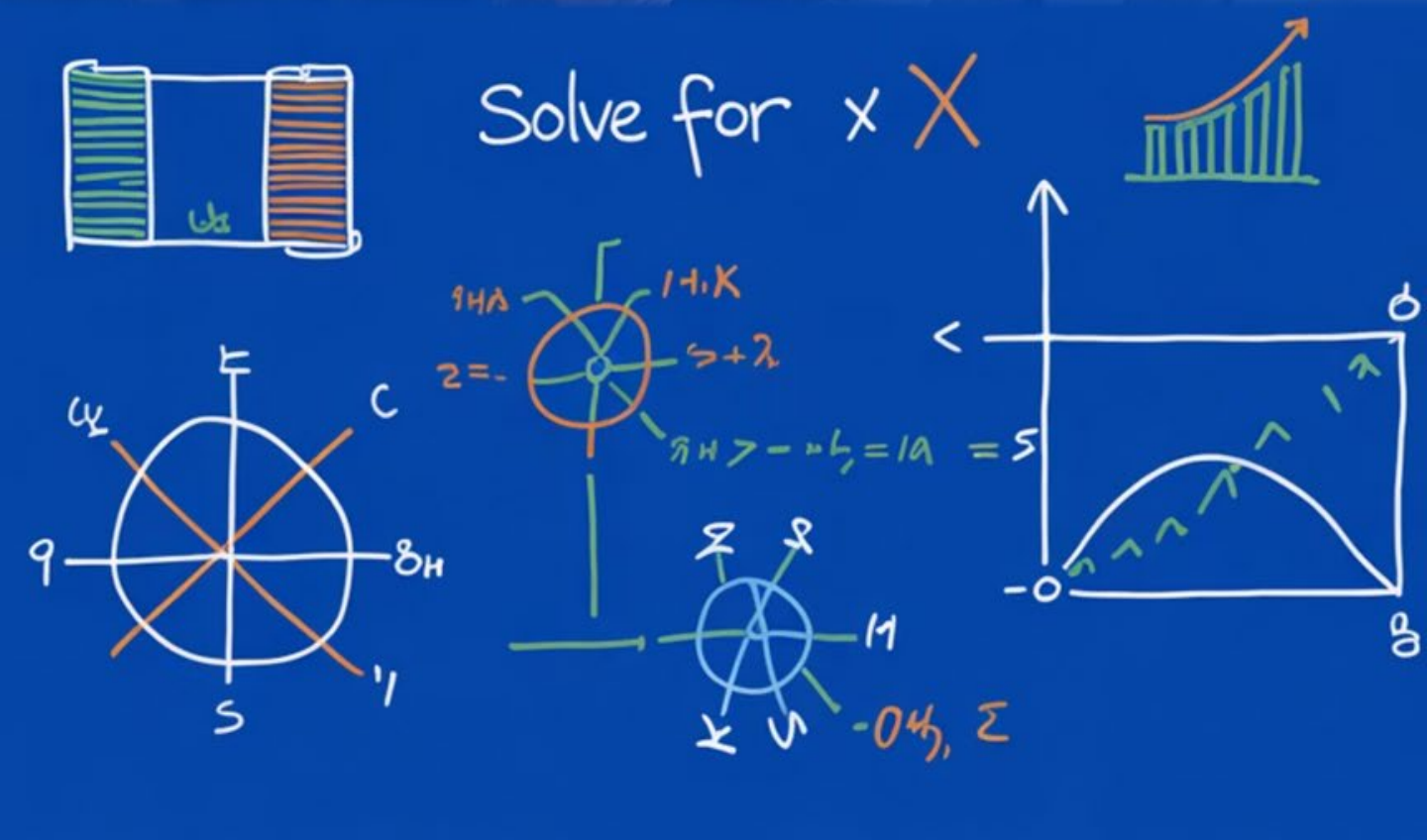
DATE: 9/23/25



Indian River
State College

Indiantown High School

An update on one of the fastest -growing comprehensive high schools in our district, serving our community's most vulnerable student population while maintaining educational excellence.



Strategic Growth

2025-2026 Unprecedented Enrollment Growth

Currently serving **152 students** - representing **163%** of last year's enrollment . This remarkable growth reflects families' confidence in our mission and programs.



Our Student Community



81%

Economically Disadvantaged

Highest percentage in the county for comprehensive high schools

62%

English Language Learners

Students mastering academic content while learning English

26%

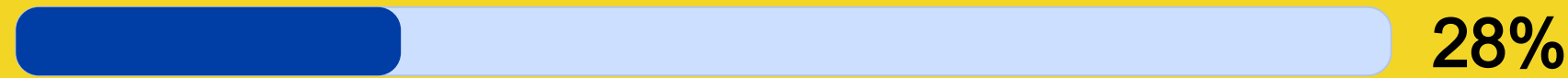
Exceptional Student Education

Students requiring specialized support and accommodations

Our diverse student body represents tremendous potential. With proper support, these challenges become stepping stones to extraordinary achievement.

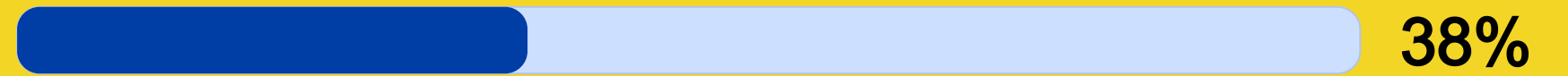
Academic Progress: Building Foundations

Current ELA Proficiency Levels



9th Grade ELA Proficient

First progress monitoring shows growth opportunity



10th Grade ELA Proficient

Targeted intervention required

These baseline assessments guide our targeted intervention strategies and demonstrate the critical need for additional ELA support.

Block Schedule: Foundation for Success

Strategic Scheduling Design

Our block schedule is one of the cornerstones of student success.

- Academic support and remediation for struggling learners
- Enrichment and rigorous work for proficient students
- Early dual enrollment access for advanced students
- Flexibility for work, family, and athletic obligations



CTE Programs: Preparing Tomorrow's Workforce



Welding Program

Very popular. Combined levels due to capacity constraints. Currently offered twice weekly with 3 learning levels condensed into 2 cohorts.



Medical Assisting

Preparing students for careers in healthcare with clinical and administrative medical skills



FPL Academy Partnership

Partnership with Florida Power & Light offering electronic car education and experiences.



Return of Culinary Program – expected soon

Immediate Needs for Continued Growth

01

Full-Time CTE Teacher

Expand career pathway offerings and separate combined learning levels for more effective instruction.

02

Full-Time ELA Teacher

Increase 9th grade capacity. Provide intensive literacy support for our diverse learner population.

03

Full-Time Mathematics Teacher

Ensure compliance with state class size limits while maintaining quality instruction.



Transforming Lives: The Path Forward

Academic Excellence

Smaller class sizes enable personalized instruction, accelerating literacy gains and closing achievement gaps.

Career Readiness

Expanded CTE offerings and dual enrollment opportunities prepare students for high -demand, high -wage careers.

Community Impact

Supporting our active PTSA and advisory board while developing tomorrow's skilled workforce for our region.

Together, we can transform challenges into triumphs and invest in our community's future.

Resource to Community

Continuing Education

Phlebotomy, Welding, Computer Applications, Conversational English, Commercial Driving



Adult Education

Adult Basic Education
GED



Community Support

PTSA Support
Community Events





TOPIC: Student Government Association (SGA) Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: _____ **ACTION/VOTE**
 X **INFORMATION**
 _____ **DISCUSSION**

SUMMARY:

Makaria Sandlin, SGA President, will share brief student engagement updates:

- Club Rush Outcomes
- Get Connected – Partner Campus Resource Event(s) Recap
- 1st SGA General Assembly Recap
- ResLife Initiatives
 - Grocery Fun Run Event
 - Mid-Week Snack Drop-In
 - Officer Graham Visits
- Welcome to the River Pool Party Recap
- Hispanic Heritage Month Series of Events Recap
- Club Highlight- Kalcs4Kids- STEM Pioneers Graphing Calculator Community Service Project
- Career Fashion Show, Resume on the River, and Mobile Career Expo initiatives in collaboration with Career Services

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT’S RECOMMENDATION: N/A

SUBMITTED BY: Gracia Buzziz, Director of Student Experience

DATE: 9/2/25

BOARD ACTION: None required

DATE: 9/23/25

District Board of Trustees



August 29, 2025

Student Government Association Updates

- Club Rush Outcomes
- Get Connected – Partner Campus Resource Event(s) Recap
- 1st SGA General Assembly Recap
- ResLife Initiatives
- Karaoke & Ramen Event Recap
- Club Highlight - Kalcs4Kids - STEM Pioneers Graphing Calculator Community Service Project
- Career Fashion Show, Resume on the River, and Mobile Career Expo initiatives in collaboration with Career Services

Club Rush Event Recap

TOTAL
ATTENDANCE

650
students

“I had an amazing time learning about the different clubs I can participate in. I am looking forward to meeting with them.”

-Student Quote



Get Connected Partner Campus Events

Increase in awareness of campus
resources, activities, and student
organizations



FREE food, beverages, and
River giveaways



GET CONNECTED

SEPTEMBER 2025

SEPT.
08

**DIXON HENDRY
CAMPUS | 4PM-5:30PM**
B-BUILDING ATRIUM

SEPT.
09

**CHASTAIN CAMPUS
10:30AM-12:30PM**
STUDENT ENGAGEMENT CENTER
A-111 & A/B COURTYARD

SEPT.
15

**MUELLER CAMPUS
11AM-1PM**
D-BUILDING ATRIUM

SEPT.
17

**PRUITT CAMPUS
11AM-1PM**
J-BUILDING COURTYARD

STUDENTLIFE@IRSC.EDU

IRSC IS AN EA/EO EDUCATIONAL INSTITUTION

NEED A
STUDENT
ID CARD?





1st General Assembly

“I loved it. It was very informative. It was an honor meeting the guest speakers. Dr. Moore is funny and I do intend to speak to majority if not all of those in Building A!!!I will be attending future meetings as it's a way to be in the know of what's going on at the college.”

-Student Quote

Residence Life Initiative



The River Hammocks


Grocery Run Fridays



River Hammock Grocery Run Fridays

📅 Friday, September 19 at 1:00PM EDT

📍 The River Hammocks- Massey Campus



Officer K-9 Graham Visit the River Hammocks

📅 Wednesday, September 17 at 3:00PM EDT

📍 The River Hammocks- Massey Campus

PLEASE JOIN YOUR NEIGHBORS!



Chick-fil-A at the River Hammocks



A afternoon for fun games, music and free food
September, 25 2025 | 4:30 PM-5:30 PM
River Hammock Laundry Club

Chick-fil-a at the River Hammocks

📅 Thursday, September 25 at 4:30PM EDT

📍 The River Hammocks- Massey Campus

FREE!!

RIVER HAMMOCKS BOWLING FUN NIGHT



SATURDAY OCTOBER 4, 2025

Get ready to roll and have a blast with your fellow River Hammocks residents

Where: St. Lucie Lanes — 6759 S. US 1, Port Saint Lucie, FL 34952

When: Saturday, October 4, 2025 | 6:00-8:00 PM

RH Bowling Fun Night at St. Lucie Lanes

📅 Saturday, October 4 at 6:00PM EDT

📍 St. Lucie Lanes

RIVER HAMMOCKS MID-TERM GRAB AND GO SNACKS

OCT. 6, 2025
3-5 PM

WHILE YOU'RE THERE, PICK UP SOME QUICK TIPS ON MANAGING TEST ANXIETY AND IMPROVING YOUR TIME MANAGEMENT.

SNACK

Mid term Grab and Go Snacks at the River Hammocks

📅 Monday, October 6 at 3:00PM EDT

📍 The River Hammocks- Massey Campus

Ramen & Karaoke Event



TOTAL
ATTENDANCE

200
students

“This event was SO fun we should do it every month!”

-Student Quote

Kalcs4Kids- STEM Pioneers Club Initiative



Kalcs 4 Kids

A college student-led initiative to collect and award graphing calculators to middle and high school students (Grades 6-12).

DONATE



- Clean & Charge: Bring your gently used graphing calculator (TI-83, TI-84, or equivalent) to any drop-off box.
- Drop-Off Locations: Student Engagement Center (KSU-209) | STEM Quadrivium Study Space (Massey Campus, W-Building)

OR

APPLY



Scan or visit: <https://bit.ly/Kalcs4Kids>

We are accepting applications!

Ready to make a difference? Drop off a calculator or submit your application today—because every equation solved is a step toward a brighter future!

DO GOOD WITH CHIPOTLE



CHIPOTLE FUNDRAISER FOR

IRSC -- STEM PIONEER CLUB -- KALCS4KIDS

25% OF EVENT SALES GET DONATED TO THE CAUSE

SATURDAY, SEPTEMBER 27TH | 4-8PM
1768 S W SAINT LUCIE WEST BLVD, PORT SAINT LUCIE,
FL, 34986

ORDER ONLINE FOR PICKUP USING CODE **E4VTMRG**
OR SHOW THIS FLYER IN RESTAURANT



For online orders to count towards the fundraiser, they must be placed for pickup only from the restaurant location of, and during the hours of, the fundraiser. Delivery orders and gift cards do not qualify. \$150 minimum event sales required to receive any donation.

Kalcs4Kids- STEM Pioneers Club Initiative



Kalcs 4 Kids

A college student-led initiative to collect and award graphing calculators to middle and high school students (Grades 6-12).

DONATE



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- Drop-Off Locations: Student Engagement Center (KSU-209) | STEM Quadrivium Study Space (Massey Campus, W-Building)

OR

APPLY



Scan or visit: <https://bit.ly/Kalcs4Kids>

We are accepting applications!

Ready to make a difference? Drop off a calculator or submit your application today—because every equation solved is a step toward a brighter future!

DOUGH-NATION NIGHT



Enjoy yourself and support our cause at a special fundraising event for:

Organization: IRSC Stem Pioneer Club 6:00pm-9:00pm

Date: 10/01/2025

Location: 11175 SW Village Pkwy, Port St. Lucie, FL 34987

Order Mode: In-Restaurant, Blaze Pizza App, Blazepizza.com



Blaze Pizza Will donate 15% of proceeds from your meal back to our organization

Please communicate to staff that you are supporting the event, and on online orders please leave a comment.

Thank you.

TWO WAYS TO SUPPORT

In Store or Online Orders

VALID FOR PICKUP, CURBSIDE, & CARRYOUT ONLY.

We wanted to take a moment to express our deep appreciation for your willingness to participate in our upcoming fundraiser from your local Blaze Team! Your support means the world to us and we are grateful for the opportunity to work with us and to make a positive impact in our community! We cannot thank you enough for your generosity and your Willingness to helping those in need! We look forward to working with our community and helping support local causes and make a difference together!

-From,

Your Local Blaze Team In Tradition

Collaborating with Career Services for Student Success!



CAREER WEEK FALL 2025



A week of workshops, free resources & career connections

SEP. 22
1PM-3PM

RESUME REVIEW ON THE RIVER
Get feedback to make your resume stand out.
Ft. Pierce Campus, W-242

SEP. 23
11AM-1PM

MOBILE CAREER CLOSET

Snag FREE professional attire to dress for success!
Ft. Pierce Campus-The River Cafe; Port St. Lucie
West Campus-Veterans Center; Vero Beach
Campus-D-Atrium

SEP. 24
11AM-1PM

CAREER FASHION SHOW

See what "career ready" looks like on the
runway. | Ft. Pierce Campus, KSU

SEP. 30
11AM-1PM

MOBILE CAREER CLOSET

Back with more FREE career-ready outfits!
Ft. Pierce Campus-The River Cafe; Port St.
Lucie West Campus-Veterans Center; Vero
Beach Campus-D-Atrium

OCT. 1
10AM-2PM

CAREER EXPO: FALL 2025

Meet employers & explore job + internship
opportunities! | Massey Campus, O-Building

For more information,
call **772-462-7470** or email careerservices@irsc.edu



Questions?





TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

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

- a. Team Member of the Month:
 - September 2025 – James “Jimmy” Crocco

SUBMITTED BY: Dr. Tim Moore

DATE: 9/23/25

BOARD ACTION: None required

DATE: 9/23/25

Announcing the September 2025 Team Member of the Month

James “Jimmy” Crocco
Institutional Photographer, Brand Experience, Massey Campus

Port St. Lucie resident James “Jimmy” Crocco is the Indian River State College September 2025 Team Member of the Month.

In his capacity as institutional photographer, Jimmy contributes to Indian River State College’s branding and marketing initiatives and is an invaluable member of the Brand Experience Team.

There is not a single person across our campuses who hasn’t been touched by Jimmy Crocco’s work. In his role as Indian River State College’s institutional photographer, Jimmy does more than capture moments – he tells the story of The River through his lens. Whether it’s the excitement of a campus event, the pride of a graduating student, or the determination of a scholar in action, Jimmy’s photography brings our mission to life in a way that words simply cannot.

In addition to being the institutional photographer, Jimmy is a filmmaker and video producer. This combination of expertise makes him a versatile and valuable multimedia professional.

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

Jimmy joined the College in July 2018, as a Video Production Specialist. In March 2022, he took on the role of Institutional Photographer, where he still serves today.

CONGRATULATIONS, JIMMY!

September 2025 Team Member of the Month

The Team Member of the Month Award recognizes a non-instructional employee. Nominations are evaluated by the Employee Recognition Committee, which is comprised of IRSC staff members, faculty, and administrators. For more information, contact Committee Chair Sera Fini Phillips at 772-462-7234.



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the August 26, 2025 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Request approval of the August 26, 2025 Board Meeting Minutes.

SUBMITTED BY: Suzanne Parsons

DATE: 9/2/25

BOARD ACTION:

DATE: 9/23/25

**INDIAN RIVER STATE COLLEGE
DISTRICT BOARD OF TRUSTEES**

REGULAR MEETING

August 26, 2025

The regular meeting of the District Board of Trustees of Indian River State College was held on August 26, 2025, beginning at 1:00 PM in the Board Room, A301 in the Ben L. Bryan Administration Building on the Massey Campus in Fort Pierce, FL.

REGULAR MEETING

Those present:

ATTENDANCE

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

Also Present:

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

Others present:

Michael Hageloh, Executive Vice President of
Strategic Initiatives, CMO
Heather Belmont, Vice President of Academic Affairs

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

**Beth Gaskin, Vice President for Student Success
Edith Pacacha, Vice President of Administration &
Finance, CFO**

**Annabel Robertson, Vice President of
Institutional Advancement**

Don Bergmann, Chief of Campus Safety

**Mia Tignor, Associate Vice Provost of Academic
Affairs**

**Vonrick Alexander, Associate Vice President of
Finance**

**Floralba Arbelo Marrero, Associate Vice President of
Student Life**

**Jenna Bluedorn, Associate Vice President, Brand
Experience**

**Emily Mass, Associate Vice President of Recruitment
& Admissions**

**Chris Puorro, Associate Vice President, IRSC Public
Media**

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

**Alessandra Thompson, Associate Vice President of
Human Resources**

**Andrew Treadwell, Associate Vice President of
Government & Community Relations**

**Calvin Williams, Associate Vice President of Advising
and Career Services**

Lou Caprino, Dean of Public Service Education

Anthony Dribben, Dean of Science

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

Patty Gagliano, Dean of Nursing

Ann Hubbard, Dean of Health Science

**Adriene Jefferson, Dean of Northwest Center, Equity
Officer and Title IX Coordinator**

Tiffany Lewis, Dean of Mathematics

Troy Shearer, Interim Dean of Workforce Education

Heather Michaels, Assistant Instructional Dean

J. Michael Reynolds, Assistant Instructional Dean

Victoria Ortiz-Lucas, Chief Budget Officer

Scott Kimmelman, Athletic Director

**Lisa Davenport, Executive Director/Principal –
Indiantown High School**

Bruce Fraser, Executive Director of AI

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

**Cindy Bruin, Executive Director, Grants and
Sponsored Programs**

**Sera Fini Phillips, Executive Director of Human
Resources**

**Giovanni Barbieri, Director of Institutional Projects
and Community Engagement**

Steven Daniello, Director of Assessment Services

Ashley Richmond, Director of Research & Reports

**Lisa Schuyler, Director of Accounting & Financial
Reporting**

**Frank Seitz, Assistant Director, Military & Veteran
Services**

Sandra Nelson, Registrar

Becky Shearer, Chief Retention Officer

Rodrigo Berlanga, Staff
Gracia Buzziz, Staff
Ruth Cox, Staff
James Crocco, Staff
Jason Hazellief, Staff
Katlyn Klein, Staff
Hudson Lana, Staff
April Litton, Staff
Camilo Medina, Staff
Sarah Phillips, Staff
Nichole Rummo, Staff
Jared Queen, Staff
Makaria Sandlin, SGA President
Praveen Toteja

Chair Luna called the meeting to order at 1:00 PM.

CALL TO ORDER

President Moore presided over the reorganization of the Board.

REORGANIZATION OF THE BOARD

On a motion made by Susan Caron, seconded by Tony George and passed by the Board, Christa Luna was elected Chairperson of the Board.

ELECTION OF CHAIRPERSON

On a motion made by Susan Caron, seconded by Melissa Kindell and passed by the Board, Milo Thornton was elected Vice Chairperson of the Board.

ELECTION OF VICE CHAIRPERSON

On a motion made by Jose Conrado, seconded by Milo Thornton and passed by the Board, the 2025/26

MOTION ON 2025/26 IRSC BOARD MEETING & BOARD RETREAT SCHEDULES

IRSC Board Meeting and Board Retreat Schedules were approved.

Makaria Sandlin, SGA President, provided the SGA Update:

**STUDENT GOVERNMENT
ASSOCIATION (SGA)
REPORT**

- New Student Spaces (Pruitt Library, Pruitt Student Engagement Center Revamp, PS1 EMS Suite Tranquility Room and Student Study Lounge, V-Building Student Study Lounge, Miley Library Tranquility Room)
- Welcome Series Events Recap
- NEW Clubs/Organizations – Pre-Med Club, Generative AI Club, River Pride Cheer Club, Interior Design Club and more!
- First Year Experience (FYE) program for all Promise students
- Residence Life Director to support programming around creating a sense of belonging at the River Hammock
- Athletic Activities Student Life is Coordinating with Assistant Coaches.

Dr. Mia Tignor recognized the following Team Member of the Month:

- July 2025 – Thomas Lewis

**RECOGNITION - TEAM
MEMBERS OF THE
MONTH**

**JULY 2025 – THOMAS
LEWIS**

President Moore and the Board congratulated Thomas on his accomplishments and re-presented him with his Team Member of the Month Challenge Coin.

Dr. Calvin Williams recognized the following Team Member of the Month:

- August 2025 - Camilo Medina

President Moore and the Board congratulated Cam on his accomplishments and re-presented him with his Team Member of the Month Challenge Coin.

Chair Luna requested a motion to approve the minutes of the June 24, 2025 Board Meeting.

On a motion by Jose Conrado, seconded by Susan Caron, and passed by the Board, the minutes of the June 24, 2025 Board Meeting were approved.

The June 18, 2025 Board Retreat Meeting Minutes were also included for information only.

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

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

As we are now in the 5th year of President Moore's presidency many opportunities are coming to

AUGUST 2025 – CAMILO MEDINA

REQUEST APPROVAL OF JUNE 24, 2025 BOARD MEETING MINUTES

MOTION TO APPROVE THE JUNE 24, 2025 BOARD MEETING MINUTES

**JUNE 18, 2025 BOARD RETREAT MEETING MINUTES (*INFORMATION ONLY*)
OPEN TO PUBLIC COMMENT**

PRESIDENT'S REPORT

PRESIDENT'S UPDATE

us – the Board will be making some key decisions in the near future which will direct the vision of the College.

President Moore also commented the state has come to us regarding drone technology. We will be applying that technology to move us forward.

President Moore introduced the following new employees - Alessandra Thompson – Associate Vice President of Human Resources and Don Bergmann, Chief of Campus Safety.

INTRODUCTION OF NEW EMPLOYEES – ALESSANDRA THOMPSON & DONALD BERGMANN

Both Alessandra and Don introduced themselves to the Board.

President Moore also discussed the move of Bruce Fraser, who will now be reporting to Dr. Hageloh as the Executive Director of AI. This move will enable us to incorporate the many changes coming at us with AI.

NEW APPOINTMENTS – BRUCE FRASER, EXECUTIVE DIRECTOR OF AI

President Moore asked Edith Pacacha and Dr. Heather Belmont to announce their new appointments.

Edith has appointed Vonrick Alexander the new Associate Vice President of Finance. Vonrick also introduced himself to the Board.

VONRICK ALEXANDER – ASSOCIATE VICE PRESIDENT OF FINANCE

Dr. Belmont has appointed Dr. Mia Tignor as the Associate Vice Provost of Academic Affairs.

DR. MIA TIGNOR, ASSOCIATE VICE PROVOST OF ACADEMIC AFFAIRS

Dr. Tignor also introduced herself to the Board.

The Board and President Moore welcomed and congratulated all on their new appointments.

President Moore presented to the Board, for its information, the Calendar of Events for September 2025.

CALENDAR OF EVENTS

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

STRATEGIC INITIATIVES

Dr. Moore asked Dr. Hageloh to show the Board our new video, marketing material and website that Redline Media has developed for us. It can be found at ABoldProposal.com. It outlines Indian River State College's message to GO FAST, THINK BIG, and shows our scalable, replicable blueprint for healthcare success in just 24 months.

NEW VIDEO, MARKETING MATERIAL AND WEBSITE

Chris Puorro reported on IRSC Public Media. He discussed the legislative funding cuts for Public Media and also reported on the efforts to pursue other revenue options. He also reported on the billboard sales.

IRSC PUBLIC MEDIA UPDATE

Jenna Bluedorn reported on the Digital Marketing Campaign. She discussed the progress of

DIGITAL MARKETING CAMPAIGN UPDATE

the digital marketing campaign, reviewed results for the cosmetology campaign, and discussed the paid digital campaign strategy to support fall semester.

Vicki Davis reported on the Personnel & Compensation Committee Meeting held earlier in the day.

**PERSONNEL &
COMPENSATION
COMMITTEE MEETING
REPORT**

On a motion made by Jose Conrado, seconded by Milo Thornton, and passed by the Board, the following Personnel & Compensation Committee Meeting items were approved:

**MOTION ON PERSONNEL
& COMPENSATION
COMMITTEE MEETING
ITEMS**

1. Faculty Promotions effective August 1, 2025
2. Review and acceptance of the President's Annual Performance Review
3. Performance Outcome Incentive (*Referenced in Section 4.2 of the Employment Agreement*)
4. Fourth amendment to the President's Employment Agreement & Compensation Package
5. 2025-26 Presidential Goals and Objectives

FACULTY PROMOTIONS

**REVIEW & ACCEPTANCE
OF THE PRESIDENT'S
ANNUAL PERFORMANCE
REVIEW
PERFORMANCE
OUTCOME INCENTIVE**

**4TH AMENDMENT TO THE
PRESIDENT'S
EMPLOYMENT
AGREEMENT &
COMPENSATION
PACKAGE**

**2025-26 PRESIDENTIAL
GOALS & OBJECTIVES
FINANCE COMMITTEE
MEETING REPORT**

Tony George reported on the Finance Committee Meeting held earlier in the day.

On a motion by Tony George, seconded by Melissa Kindell, and passed by the Board, the following

**MOTION ON FINANCE
COMMITTEE MEETING
ITEMS**

Finance Committee Meeting items were approved and/or presented for information only:

- | | |
|--|--|
| 1. EHR Evolution Amendments and additional Statements of Work for the Master Professional Services Agreement and Statements of Work: | EHR EVOLUTION AMENDMENTS & ADDITIONAL STATEMENTS OF WORK FOR THE MASTER PROF SERVICES AGRMT & SOW: |
| a. Amendment to #02525_2 SOW_PMO Services | AMENDMENT TO #02525_2 SOW_PMO SERVICES |
| 1. #02525_A.002 Indian River State College PMO Services | #02525_A.002 IRSC PMO SERVICES |
| b. Amendment to #02525_3 SOW_ERP | AMENDMENT TO #02525_3 SOW_ERP |
| 1. #02525_A.003 Indian River State College ERP Support_Interns | #02525_A.003 IRSC ERP SUPPORT_INTERNS |
| 2. #02525_A.003 Indian River State College ERP Support_Training | #02525_A.003 IRSC ERP SUPPORT_TRAINING |
| c. #02525_7 Indian River State College SOW_Banner Training | #02525_7 IRSC SOW_BANNER TRAINING |
| d. #092025_1R Indian River State College SOW_Interim CIO | #092025_1R IRSC SOW_INTERIM CIO |
| e. #092025_2R Indian River State College SOW_PMO Services | #092025_2R IRSC SOW_PMO SERVICES |
| f. #092025_4R Indian River State College SOW_Data Warehouse | #092025_4R IRSC SOW_DATA WAREHOUSE |

2. Cognizant Project Change Order #CO09 –
PROJ_70873 / IRSC-AMS/CVS
3. Services Agreement with Remote
Technical Solutions, Inc.
4. 2024/25 Grants and Appropriations Annual
Report (*information only*)
5. Condensed Financial Report & Highlights
as of May 31, 2025 (*information only*)

COGNIZANT CHANGE
ORDER #CO09
PROJ_70873/IRSC-
AMS/CVS
SERVICES AGREEMENT
WITH REMOTE
TECHNICAL SOLUTIONS,
INC.
2024/25 GRANTS &
APPROPRIATIONS
ANNUAL REPORT
(*INFORMATION ONLY*)
CFR & HIGHLIGHTS AS
OF MAY 31, 2025

Brant Schirard reported on the Facilities
Committee Meeting held earlier in the day.

FACILITIES COMMITTEE
MEETING REPORT

On a motion made by Brant Schirard, seconded
by Vicki Davis, and passed by the Board, the following
Facilities Committee Meeting items were approved:

MOTION ON FACILITIES
COMMITTEE MEETING
ITEMS

1. Proceed with investigative phase of a
Performing Arts Center at the Chastain
Campus
2. Independent Contractor Agreements:
 - a. Addendum #01 – Educational Planning &
Consulting
 - b. Addendum #01 – Green Lawn Services and
Sod Installation, Inc.
 - c. BTM Coach
 - d. Crown Castle Fiber LLC

PROCEED WITH
INVESTIGATIVE PHASE
OF A PERFORMING ARTS
CENTER AT THE
CHASTAIN CAMPUS

INDEPENDENT
CONTRACTOR AGRMTS
ADDENDUM #01 –
EDUCATIONAL
PLANNING &
CONSULTING
ADDENDUM #01 – GREEN
LAWN SERVICES & SOD
INSTALLATION, INC.

BTM COACH

CROWN CASTLE FIBER
LLC

- | | |
|---|---|
| e. Environmental Land Development Inc. | ENVIRONMENTAL LAND DEVELOPMENT INC. |
| f. Innovate Audio Visual, Inc. | INNOVATE AUDIO VISUAL, INC. |
| g. Musco Lighting | MUSCO LIGHTING |
| h. Paul Jacquin and Sons Inc. (IRSC Main Campus, KSU Room 112 Upgrades) | PAUL JACQUIN & SONS INC. (IRSC MAIN CAMPUS, KSU RM 112 UPGRADES) |
| i. Paul Jacquin and Sons Inc. (IRSC Main Campus Retaining Wall) | PAUL JACQUIN & SONS INC. (IRSC MAIN CAMPUS RETAINING WALL) |
| j. STERIS Corporation | STERIS CORPORATION |
| 3. Paul Jacquin & Sons Inc. Change Order #005 for the IRSC Science Center, Bldg. N – 3 rd Floor Renovations | PAUL JACQUIN & SONS INC. CHANGE ORDER #005 FOR THE IRSC SCIENCE CENTER, BLDG. N-3 RD FLOOR RENOVATIONS |
| 4. Kimley Horn Professional Services Agreement for the Burn Building Condition Assessment | KIMLEY HORN PROFESSIONAL SERVICES AGREEMENT FOR THE BURN BUILDING CONDITION ASSESSMENT |
| 5. Engaging with DLR Group Architectural firm for Planning & Design Services for the Campus Plan: Academic Plan, Utilization, and Campus Master Plan Update | ENGAGING WITH DLR GROUP ARCHITECTURAL FIRM FOR PLANNING & DESIGN SERVICES FOR THE CAMPUS PLAN: ACADEMIC PLAN, UTILIZATION, AND CAMPUS MASTER PLAN |
| 6. Addendum #01 to the IRSC Facilities Lease Agreement with Senator Erin Grall | ADDENDUM #01 TO THE IRSC FACILITIES LEASE AGRMT WITH SEN. GRALL |
| 7. 2024/25 Facilities, Procurement & Physical Plant Completed Project Updates
<i>(information only)</i> | 2024/25 FACILITIES, PROCUREMENT & PHYSICAL PLANT COMPLETED PROJECT UPDATES <i>(INFO ONLY)</i> |

8. Granted authority to sell four surplus properties through a public sale. Property located at:

- a. 2622 S 30th Street, Fort Pierce, FL 34981
- b. 3049 Old Edwards Road, Fort Pierce, FL 34981
- c. 3063 & 3089 Old Edwards Road, Fort Pierce, FL 34981

9. Begin negotiations for the sale of surplus property located at:

- a. 2415 S 29th Street, Fort Pierce, FL 34981

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

The following Academic Affairs & Charter Schools Governance Committee Meeting item was presented for information only:

- 1. 2024/25 Charter Schools Update

Susan Caron reported on the Enrollment Management Committee Meeting held earlier in the day.

GRANTED AUTHORITY TO SELL 4 SURPLUS PROPERTIES THROUGH A PUBLIC SALE LOCATED AT:

2622 S 30TH STREET, FORT PIERCE, FL 34981
3049 OLD EDWARDS RD, FORT PIERCE, FL 34981

3063 & 3089 OLD EDWARDS RD, FORT PIERCE, FL 34981

BEGIN NEGOTIATIONS FOR THE SALE OF SURPUS PROPERTY LOCATED AT:

2415 S 29TH STREET, FORT PIERCE, FL 34981

ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEM FOR INFORMATION ONLY

2024/25 CHARTER SCHOOLS UPDATE ENROLLMENT MANAGEMENT COMMITTEE MEETING REPORT

The following Enrollment Management Committee Meeting item was presented for information only:

1. Enrollment Update

Jose Conrado reported on the Strategic Planning Committee Meeting held earlier in the day.

The following Strategic Planning Committee Meeting item was presented for information only:

1. 2024/25 Strategic Plan Report

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

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

1. Operating Agreement and Bylaws for Indian River State College Real Estate, Inc. to establish the Direct Support Organization

**ENROLLMENT
MANAGEMENT
COMMITTEE MEETING
ITEM FOR INFORMATION
ONLY**

ENROLLMENT UPDATE

**STRATEGIC PLANNING
COMMITTEE MEETING
REPORT**

**STRATEGIC PLANNING
COMMITTEE MEETING
ITEM PRESENTED FOR
INFORMATION ONLY:
2024/25 STRATEGIC
PLAN REPORT
GOVERNANCE &
LEGISLATIVE AFFAIRS
COMMITTEE MEETING
REPORT**

**MOTION ON
GOVERNANCE &
LEGISLATIVE AFFAIRS
COMMITTEE MEETING
ITEMS**

**OPERATING AGREEMENT
& BYLAWS FOR INDIAN
RIVER STATE COLLEGE
REAL ESTATE, INC. TO
ESTABLISH THE DSO**

Chair Luna requested a motion on the Consent Items.

CONSENT ITEMS

On a motion by Vicki Davis, seconded by Tony George, and passed by the Board, the following Consent Items were approved:

MOTION ON CONSENT ITEMS

- a. Affiliation Agreement between Florida Atlantic Institution Board of Trustees, on behalf of its Harbor Branch Oceanographic Institute and Indian River State College
- b. Amendment to Services Agreement and SOW ITN #24/25-31 with Level Interactive, Inc., d/b/a Level Agency
- c. Clinical Affiliation Agreement:
 1. Harborside Pharmacy & Wellness
- d. First Amendment to the 2023 Interlocal Agreement for the Proposed Medical Examiner Facility
- e. Florida Power & Light Contract with IRSC for the 2025 IRSC Annual Fire Brigade Requalification Training
- f. Indian River State College and University of Central Florida Engineering Articulated Program Agreement

AFFILIATION AGREEMENT BETWEEN FAU BOARD OF TRUSTEES ON BEHALF OF HBOI AND IRSC

AMENDMENT TO SERVICES AGREEMENT AND SOW ITN #24/25-31 W/LEVEL INTERACTIVE, INC., D/B/A LEVEL AGENCY
CLINICAL AFFILIATION AGREEMENT
HARBORSIDE PHARMACY & WELLNESS
1ST AMENDMENT TO THE 2023 INTERLOCAL AGREEMENT FOR THE PROPOSED MEDICAL EXAMINER FACILITY

FLORIDA POWER & LIGHT CONTRACT WITH IRSC FOR THE 2025 IRSC ANNUAL FIRE BRIGADE REQUALIFICATION TRAINING
INDIAN RIVER STATE COLLEGE & UNIVERSITY OF CENTRAL FL ENGINEERING ARTICULATED PROGRAM AGREEMENT

- | | |
|--|--|
| g. Individual Training Account Agreement with CareerSource Brevard Flagler Volusia | INDIVIDUAL TRAINING ACCOUNT AGREEMENT W/CAREERSOURCE BREVARD FLAGLER VOLUSIA |
| h. ITN 24/25-33 – Pouring Rights/Beverage & Vending Services | ITN 24/25-33 – POURING RIGHTS/BEVERAGE & VENDING SERVICES |
| i. Joint Resolution of the Central Florida Higher Education Consortium – the University of Central Florida Board of Trustees and the District Board of Trustees of College of Central Florida, Daytona State College, Eastern Florida State College, Indian River State College, Lake-Sumter State College, Seminole State College, and Valencia College | JOINT RESOLUTION OF THE CENTRAL FLORIDA HIGHER EDUCATION CONSORTIUM – THE UCF BOARD OF TRUSTEES AND THE DBOT OF COLLEGE OF CENTRAL FL, DAYTONA STATE COLLEGE, EASTERN FL STATE COLLEGE, IRSC, LAKE-SUMTER STATE COLLEGE, SEMINOLE STATE COLLEGE AND VALENCIA COLLEGE |
| j. Memorandum of Agreements with Indian River State College, Criminal Justice Institute: | MOA’S WITH IRSC, CRIMINAL JUSTICE INSTITUTE: |
| 1. R. L. Wilson Training Consultants | R.L. WILSON TRAINING CONSULTANTS |
| 2. Suzanne Woodward | SUZANNE WOODWARD |
| k. Pearson Vue Select Testing Agreement | PEARSON VUE SELECT TESTING AGREEMENT |
| l. Property Surplus and Inventory Write-off | PROPERTY SURPLUS & INVENTORY WRITE-OFF |
| m. Research Services and Facility Use Agreement with Edge Hydration & Recovery, LLC | RESEARCH SERVICES AND FACILITY USE AGREEMENT WITH EDGE HYDRATION & RECOVERY, LLC |

- n. Skillsoft LLC Order Form for 2025-26 Contract
for Percipio Learning
- o. Full-Time Appointments
- p. Separation of Services
- q. Retirements
- r. Part-Time Temporary Non-Instructional
Appointments
- s. Regular Part-Time Appointments
- t. Part-Time Instructional Certifications
(College Credit, College Credit S/U; ABE; GED
Vocational Credit; Vocational Supplemental;
and Vocational Preparatory)

- SKILLSOFT LLC ORDER
FORM FOR 2025-26
CONTRACT FOR
PERCIPIO LEARNING
FULL-TIME
APPOINTMENTS
SEPARATION OF
SERVICES
RETIREMENTS
PART-TIME TEMPORARY
NON-INSTRUCTIONAL
APPOINTMENTS
REGULAR PART-TIME
APPOINTMENTS
PART-TIME
INSTRUCTIONAL
CERTIFICATIONS

There being no further business, the meeting
adjourned at 2:17 PM.

ADJOURNMENT

Christa Luna
Chairperson

Timothy E. Moore, Ph.D.
Secretary



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
OPEN TO PUBLIC COMMENT

IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS

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

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

Definitions

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

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

Propositions do not include the following:

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

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

Designated Public Input Period

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

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

Requirements When Providing Public Input

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

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

Additional Rules of Decorum and Conduct

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

The presiding officer shall be guided by the following rules:

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

AGENDA ITEM NO. 6

B. Individuals must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.

C. All statements shall be directed through the presiding officer. Staff members shall not be expected to answer questions from the audience unless called upon by the presiding officer or the President.

D. Audio or video recordings are permitted under the following conditions:

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted in the meeting room while the Board is in session.
3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

E. The presiding officer may:

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

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

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

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

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

AGENDA ITEM NO. 6

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

Effective 11/1/23

Revised 6/24/25

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**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

In Dr. Moore's absence, the monthly President's Report will be presented by Dr. Angela Browning:

- a. President's Update
- b. October 2025 Calendar of Events

SUBMITTED BY: Dr. Tim Moore

DATE: 9/4/25

BOARD ACTION: None required

DATE: 9/23/25



**Indian River
State College**

**Board of Trustees
Calendar of Events
October 2025**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8 EOTY '25 Dinner honoring Gil Culbreth, 5:00 PM, Historic Bank Bldg., Okeechobee	9	10	11
12	13	14	15	16	17	18
19	20	21	22 IRSC Board Retreat, Wolf Center, Room C102, Chastain Campus – 9 AM – 2 PM	23	24	25
26	27	28 Board Meeting, Williamson Conference Ctr. Auditorium, C112, Dixon Hendry Campus, Okeechobee, 1:00 PM	29	30	31 	



TOPIC: Finance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Report on the Finance Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Tony George

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25



TOPIC: Facilities Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 _____ INFORMATION
 _____ DISCUSSION

SUMMARY:

Report on the Facilities Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Brant Schirard

DATE: 9/23/25

BOARD ACTION:

DATE: 9/23/25



TOPIC: Academic Affairs & Charter Schools Governance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Report on the Academic Affairs & Charter Schools Governance Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Milo Thornton

DATE: 9/23/25

BOARD ACTION:

DATE: 9/23/25



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUBMITTED BY: Dr. Tim Moore

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Agreement with Armellini Express Lines

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

This agreement with Armellini Express Lines allows for modified CDL training, up to 20 hours per student, and licensure examination for experienced Armellini drivers who need a Florida Class A license but who do not need the full Class A training.

ALTERNATIVE(S): Not offering the modified CDL training.

FOR CONTRACTS:

1. **TERM:** September 23, 2025 – December 30, 2026
2. **FISCAL IMPACT:** Anticipated revenue of \$22,050.00
3. **TERMINATION TERMS:** 14 days prior written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 8/15/25

BOARD ACTION:

DATE: 9/23/25



INDIAN RIVER STATE COLLEGE

3209 Virginia Avenue
Fort Pierce, FL 34981-5596
1-866-792-4772 • irsc.edu

AGREEMENT

between

The District Board of Trustees of Indian River State College, Florida, and Armellini Express Lines

I. PARTIES

This Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between The District Board of Trustees of Indian River State College, Florida (“College”), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and Armellini Express Lines, whose address is 3446 S.W. Armellini Avenue Palm City, FL 34990 (“Armellini”). The parties hereto are collectively referred to as the “Parties”. When executed by the Parties, this AGREEMENT shall become effective as of the last signature date (“Effective Date”).

II. PURPOSE & SCOPE

The purpose of this Agreement is to clearly identify the roles, responsibilities and relationship between the College and Armellini related to the provision of Commercial Driver’s License (CDL) training by the College to Armellini.

The scope of this Agreement is limited to the development and execution of a modified CDL training program designed for experienced drivers in need of a Florida CDL. The training will be scheduled by the College at the times and venue regularly utilized by the College’s CDL program in accordance with College policy. Additional trainings can be added as a written addendum to this Agreement provided that the training details are agreed to in writing by both parties and this Agreement has not expired.

III. RESPONSIBILITIES OF COLLEGE

- Provide access to the required classroom training for CDL Class A in an online or in person format.
- Assess student drivers and provide up to 20 hours of training in preparation for testing.
- Provide an initial CDL Exam with a state-licensed examiner.
- Award certificates for program completion.

IV. RESPONSIBILITIES OF ARMELLINI

- Collaborate with College CDL staff to register students.

- Ensure all student drivers are prepared with initial pre-requisites including permit, medical card, driving record and ability to communicate in English per federal requirements.
- Communicate with participants regarding class schedule and location.
- Collaborate with College CDL staff as needed.

V. FEES/PAYMENTS

Armellini will pay College the amount outlined below for the responsibilities provided in Section III. This payment must be made in full within 30- days of receiving the invoice for each Training.

Experienced Driver Program: Classroom Training, Driver Assessment, up to 20 hours of road/range training and initial CDL Class A exam with state-certified examiner	\$2,450.00 per student
Additional Training Hours (if needed)	\$125.00 per student, per hour
Exam retakes	\$450.00 per attempt

VI. POINT OF CONTACT

Stephanie Etter
 Dean, School of Education
 Indian River State College
 3209 Virginia Avenue
 Fort Pierce, FL 34981
 Phone: 772. 336.6258
 Email: setter@irsc.edu

Eric Swiechowski
 Director of People Operations
 Armellini Express Lines
 3446 S.W. Armellini Avenue
 Palm City, FL 34990
 Phone: 321.243.1028

VII. AMENDMENTS

This Agreement constitutes the entire Agreement between the Parties with respect to subject matter and the Parties mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed

by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

VIII. RENEWAL OF AGREEMENT AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall terminate on December 30, 2026, unless otherwise extended or earlier terminated as provided herein.

This Agreement may be terminated by either Party upon 14-days prior written notice to the other Party. Any notice or other communication required to be given pursuant to this Agreement shall be deemed duly given if delivered personally or by overnight courier service or mailed by certified mail, return receipt requested, to the respective parties at the following addresses, or at such other address as shall be designated by any party in a written notice to the other party.

X. SOVEREIGN IMMUNITY

The College expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the College beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the College for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the College, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

XI. GOVERNING LAW, JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida. The Parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

XII. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be

an original, but all of which, taken together, shall constitute one and the same agreement.

By the signatures below, the Parties hereby agree to the terms of this Agreement.

**The District Board of Trustees of
Indian River State College**

Armellini Express Lines

Dr. Timothy E. Moore, President

(Name, Title)

Date: _____

Date: _____

Christa Luna, Chair, District Board of Trustees

Date: _____



TOPIC: Agreement with National Partnership for Environmental Technology Education (NPETE)

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The attached agreement for services will provide train the trainer style training for Hazmat Disaster Response to National Institute of Environmental Health Sciences (NIEHS) awardees.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** Through 5/31/2026
2. **FISCAL IMPACT:** Revenue of \$19,000.00
3. **TERMINATION TERMS:** 30 days' notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 9/3/25

BOARD ACTION:

DATE: 9/23/25



Agreement National PETE

Agreement Order Number: 11015 HDPTP Y16 Term: 8/1/25 – 5/31/26	NPETE Contact: Kirk J. Laflin, Executive Director	NPETE Phone/Fax: 207.771.9020/207.771.9028 Email: klaflin@maine.rr.com
Contact: Stephanie Etter	Phone/Fax: 772-336-6258	Email: setter@irsc.edu

Contractor Address: Indian River State College Continuing Education 3209 Virginia Avenue Fort Pierce, FL 34981	Payment Terms: Invoice Only <i>All invoices shall reference the Agreement number and be submitted to National NPETE office.</i>
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This award has been assigned the Federal Award Identification Number (FAIN) U45ES037431

Scope of Work Agreement *Between* Indian River State College (IRSC) and National Partnerships for Environmental Technology Education (NPETE) Goal

- a. Provide a mutually beneficial partnership between Indian River State College, Public Service Education, (PSE) and the National Partnerships for Environmental Technology Education (NPETE).
 - b. Provide services for the coordination, facilities and training grounds for an annual 60-hour Train-the-Trainer program to prepare hazmat disaster response trainers serving the nation’s community colleges, alternative high schools, community-based and faith-based response groups, first responders, and other NIEHS awardee trainees.
- I. PSE RESPONSIBILITIES UNDER THIS PROPOSAL
1. Agreement will be managed by Dr. Brenda Rante, Director for School of Continuing Education/PSE, IRSC.
 2. IRSC will name a project coordinator in charge of logistics with whom NPETE will work to:
 - a) Identify classrooms and outdoor training facilities to be used during the Train-the-Trainer;
 - b) Provide refreshments during breaks;
 - c) Identify lodging for participants.
 - d) Provide a Safety Officer as needed for any hands-on drills and exercises;
 - e) Provide IRSC Policy & Procedures as needed to Training staff and attendees of the workshop.
 - f) Other logistics or equipment as needed.
- II. NATIONAL PARTNERSHIPS FOR ENVIRONMENTAL TECHNOLOGY EDUCATION (NPETE) RESPONSIBILITIES UNDER THIS PROPOSAL
1. NPETE will provide all course materials and instructors/staff as required to assist with training.
 2. NPETE will coordinate directly with selected hotel for all accommodations and be responsible for any/all payments due for the period of the training event.
- III. BUDGET
-

-
- Services include facility rental of specialized areas that include: Classrooms, Mock Village, Suppression Lab, and storage area.
 - Personnel to include Program Manager, Program Coordinator, Master Trainers, Safety Officer and additional staff to assist as needed.
 - Identifying hotel lodgings and assisting as needed.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. *Payment.* Payment in full must be made within 30 days of invoice. Invoices will be sent promptly upon completion of the agreed scope of work.
2. *Modifications.* Modifications to this agreement may be made up to 30 days prior to deliverable deadline by both parties in the form of written documentation.

Termination. Either party may terminate this agreement with 30 days notice. Notification of termination must be sent to the other party in the form of written documentation.

By signing this Agreement I acknowledge and accept the terms and policies of NPETE's Agreement terms, Procurement Policies and Procedures, invoicing policy, Conflict of Interest Policy, and any other notices and restrictions listed within the agreement terms.

Total Work Amount Not to Exceed: \$19,000.00

Signature: _____	Signature: _____
Name: <u>Dr. Timothy J. Moore</u>	Name: <u>Kirk J. Laflin</u>
Title: <u>President</u>	Title: <u>Executive Director, NPETE</u>
Date: _____	Date: <u>August 1, 2025</u>

GENERAL PROVISIONS

ACCEPTANCE OF AGREEMENT: Signature of this agreement represents all parties unqualified acceptance of all terms and conditions. Any alterations made to the documents compromising the Agreement or any conditions imposed by the contractor upon the written acceptance of this agreement are not acceptable. All and any amendments are authorized by National PETE only.

Sub recipient Award/Agreement with Federal Funds Relationships: Sub recipient Responsibilities

- Non-federal entities must comply with the requirements in the Uniform Guidance for Federal Awards regardless of whether the non-Federal entity is a recipient or sub recipient, 2CFR200, subpart A-F and applicable Appendix 1-X11.
- Uniform guidance for Federal Awards is explicit on requirements for NPETE, 2CFR200.331, but sub recipient responsibilities are scattered through the guidance and are not generally called out as a sub recipient requirement.
- NPETE will monitor activities of the sub recipient.
- Evaluate each sub recipient's risk of noncompliance with Federal statutes, regulations, and term and conditions of the sub award for the purposes of determining the appropriate sub recipient monitoring, based on criteria.
- Any potential audit by NPETE's Federal Award Agency may result in an audit by one or all sub awards/agreements issued.

NIEHS Requirements for HWWT/HDPTP Agreements

NIH funds awarded through your agreement with NPETE may not be used to support activities that are outside the revised scope of the award, including diversity, equity and inclusion (DEI) research programs, climate change research or related research training activities or programs. Any funds used to support activities outside the scope will result in a disallowance of costs, and funds will be recovered.

This term is consistent with NIH's ongoing internal review of NIH's priorities and the alignment of awards with those priorities as well as a review of program integrity of awards. Such review includes, but is not limited to, a review for fraud, waste and abuse, and a review of the NIH portfolio to determine whether awards are in the best interests of the government and consistent with policy priorities. If recipients are unclear on whether a specific activity constitutes diversity, equity and inclusion (DEI) research programs, climate change, or has questions regarding other activities that could be considered outside the scope of the award, refrain from drawing down funds and consult with the funding IC, particularly where the activity may impact the specific aims, goals, and objectives of the project.

FORCE MAJEURE: The performance of this Contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes or threat of strikes (exception: may not terminate this contract for situations involving employees), civil disorder, curtailment or delay in transportation facilities preventing the contracted participants from attending, also including other potential disaster(s) or catastrophe(s) such as epidemics, pandemics, or quarantine, government order, law, or actions or any other emergency beyond the control of either party making it inadvisable, illegal, or impossible to provide the contracted services. This contract may be terminated without a cancellation charge, or partially performed without a performance or attrition charge, for any of the above reasons by written notice from one party to the other. NPETE holds the right to cancel the contract over any lack of funding provided to NPETE as a not for profit organization.

INSPECTION: NPETE reserves the right to inspect all and every part of work associated with this Agreement during and after completion of performance. NPETE shall not be obligated to inspect work, and neither the inspection nor the lack of inspection shall relieve the Contractor of the responsibility for providing the items in accordance with the terms of conditions on this agreement. The inspection or use of or payment for an item under the agreement either whole or in part, shall not be construed as an acceptance.

WARRANTY/INDEMNIFICATION: The Contractor warrants that the materials and work are merchantable and fit for use for the particular purpose described in the Agreement. As an independent contractor, contractor shall respond for its own operations and assumes all liability for its acts including negligent or willful misconduct in the course of work to be performed and for breach of any of the terms of this Agreement.

LAWS AND REGULATIONS: The work and any materials shall be designed, produced, sold, and delivered in accordance with, and Contractor and its employee and sub-vendors shall at all times comply with, all applicable state and federal laws, ordinances, statutes, codes, rules and regulations, including, but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety (including OSHA) applicable to the state of Maine and/or state Contractor is located.

CHANGES: Changes in the terms and conditions of the Agreement may be made only by the written agreement of the parties. All changes must be approved by National PETE Executive Director Kirk Lafflin.

ARBITRATION: Any conflict, controversy or dispute arising out of this Agreement shall be decided by arbitration within the State of Maine, in which each Party shall appoint an arbitrator, and the two thus selected to designate a third. If either of the Parties fails to appoint its arbitrator within fifteen (15) calendar days after receipt of notice of the appointment by the other of its arbitrator, or if the arbitrators fail to appoint a third, then an alternative dispute resolution originator, or service shall be retained and shall have the power, on the request of either Party, to make the appointments which have not been made. The arbitration will be held as promptly as possible at such time and place as the arbitrators may determine. The decision of a majority of the arbitrators will be final and binding upon the Parties hereto. The expense of the arbitration will be borne by the losing Party hereto, including the prevailing parties reasonable attorneys fees. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. In the event judicial proceedings are instituted in connection with his agreement, the unsuccessful party shall pay to the successful party a reasonable amount for the successful party's reasonable attorney fees and litigation expenses, as fixed by the court.

EXCUSABLE DELAYS: The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify NPETE in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give NPETE written notice of the cessation of such occurrence.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE: This Agreement shall consist of the Agreement signature page, any special provisions, these General Provisions, and any other referenced and incorporated clauses, provisions and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

GOVERNING LAW AND VENUE: The Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Maine. Any action at law or judicial proceeding instituted by either party pertaining to the agreement shall be instituted in the State of Maine in the Superior Court of Cumberland County.

ELIGIBILITY: By signing this agreement, the recipient certifies that it is not on the "Lists of Parties Excluded from Federal Procurement and No Procurement Programs." By signing this agreement the recipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

OWNERSHIP OF MATERIALS: Curriculum and other products developed or modified under this Agreement will be the property of NPETE and the Funding Entity as required by the grant issued to NPETE. **Curriculum/Products/Materials will be provided to NPETE on a Semi-Annual Basis.**

Anti-Harassment Policy: Freedom of thought and expression are central to the goals of NPETE. The open exchange of ideas requires an environment that recognizes the inherent worth of every person and group, that fosters dignity, understanding, and mutual respect, and that embraces diversity. For these reasons, NPETE is dedicated to providing a harassment-free experience for participants at our events and in our programs. Harassment is behavior or speech which is unwelcome, hostile, intimidates, or creates discomfort. Harassment based on but not limited to the following, is not acceptable: alienage or citizenship, age, color, creed, culture, disability, marital status, military status, national origin, pregnancy, medical conditions, race, religion, sex, gender, sexual orientation, veteran status, or any other status protected by law. Harassment in any form will not be tolerated.

Harassment includes, but is not limited to:

- ◆ Offensive, abusive or degrading verbal comments
- ◆ Sexual images visible in public spaces
- ◆ Deliberate intimidation
- ◆ Stalking/following/harassing
- ◆ Repetitive photography of the same person(s)
- ◆ Any recording or photography without consent of the person(s)
- ◆ Inappropriate physical contact
- ◆ Unwelcome sexual attention
- ◆ Sustained disruption of talks or other events
- ◆ Advocating for, or encouraging of the above behavior

Harassment which interferes with a person's participation or opportunity for participation, in a conference, event or program will not be tolerated. A response that the participant was "just joking," or "teasing," or being "playful," will not be accepted.

Discriminatory behavior or harassment of staff, training attendees, conference participants or presenters will not be tolerated. Failure to adhere to this policy may result in being barred from events, suspension of site access (including housing), removal from site, and/or cancellation of future National NPETE events. National NPETE reserves the right to notify an employer or home institution of discriminatory behavior or harassment.

Reporting: If you are being harassed, notice that someone else is being harassed, or have any other related concerns, please contact the NPETE staff

INSURANCE: By signing this agreement, the recipient verifies they will provide NPETE with an annual certificate of liability insurance/workman's comp. If self-insured, recipient will provide a copy of the letter stating so. This also implies when applicable Contractor will complete required forms online at <https://www.maine.gov/wcb/Departments/coverage/independentcontractor.html> ensuring them as an independent contractor for the State of Maine.

INVOICING: By signing this agreement, the recipient verifies they will adhere to NPETE's invoicing policy posted on www.nationalpete.org. Invoices will be received no later than 30 days' post expiration of the agreement date. Invoices received after 30 days of expiration may not be eligible for processing. All invoices should be on stamped or printed letterhead; otherwise vendor's signature is required. All invoices are for Agreement purposes only. Travel expenses are to be paid SEPARATELY unless indicated in the agreement. Original invoice is required. Invoice date is required, as well as dates for scope of work. Invoice MUST include whom check is to be made out to. Check recipient will be subject to a 1099 for amounts over \$600. Vendor name and remittance address must be the same as referenced on the Agreement. If there has been a change or the information on the Agreement is incorrect, contact the NPETE Office prior to invoicing in order to receive payment in a timely manner. Agreement or contract number must be referenced on the invoice. Invoices MUST be received no later than 30 days from the end date on your agreement for processing within grant year. Invoice should be fully itemized showing quantity, description, dates, time frames, unit price, extension, freight, sales tax, and total amount as outlined within the Agreement. Verify the tax status and, if taxable, the tax rate of each line item. Contact the NPETE office if there are discrepancies. NPETE may change the Agreement if necessary. Accounts Payable will pay according to the issued Agreement, short paying the invoice

if necessary. Tax must be listed as a separate line item on the invoice; it may not be included in the price of the product. NPETE must be informed in writing if there is a dispute with the invoice. We start the payment clock based on the day we receive an accurate invoice. NPETE will process payments within 30 days upon receipt of the accurate invoice, unless otherwise noted in the Agreement. Tax Requirements: To comply with US Internal Revenue Service (IRS) requirements, NPETE must have a valid W-9 Form on file for all US vendors for 1099 purposes. Non-US vendors may need to submit a form W-8BEN. Invoices MUST be accompanied by a written report unless report was submitted separately.

Procurement Policies and Procedures: 1. Purpose of procurement standards. The purpose of these standards is to establish procedures for the National Partnership for Environmental Technology Education, hereby referenced to as NPETE for the procurement of supplies and other expendable property, equipment, real property and other services.

2. Code of conduct. No employee, officer, or agent shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of NPETE shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements except for where the financial interest is not substantial or the gift is an unsolicited item of nominal value. Members of NPETE's board of directors shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. Officers, employees, directors, and agents of NPETE shall be subject to disciplinary actions for violations of these standards.

3. Competition. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. NPETE shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to NPETE, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by NPETE. Any and all bids or offers may be rejected when it is in NPETE's interest to do so. In all procurement NPETE shall avoid practices that are restrictive of competition. These include but are not limited to:

- (a) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (b) Requiring unnecessary experience and excessive bonding,
- (c) Noncompetitive pricing practices between firms or between affiliated companies,
- (d) Noncompetitive awards to consultants that are on retainer contracts,
- (e) Organizational conflicts of interest,
- (f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
- (g) Any arbitrary action in the procurement process.

4. Methods of Procurement to be followed:

- (a) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the "Simplified Acquisition Threshold" fixed at 41 U.S.C. 403(11) (currently set at \$100,000) and where procurement by sealed bid is not required. If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources to insure that the selection process is competitive in accordance with these policies.
- (b) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.
 - (i) The sealed bid method is the preferred method for procuring construction if the following conditions are present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively and for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (c) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids or small purchase procedures. If this method is used, the following requirements apply:
 - (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;

- (iii) NPETE shall evaluate responses to its solicitations and select awardees in accordance the procedures outlined in section 5 below ("Procurement Procedures")
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to NPETE with price and other factors considered; and
- (v) NPETE may use the competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. A procurement process where price is not to be used as a stated selection factor can only be used in procurement of A/E professional services. It cannot be used to purchase other types of although A/E firms are a potential source to perform the proposed effort.
- (d) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
 - (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The funding source specifically authorizes the use of noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
 - (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - (iii) When using a noncompetitive process NPETE normally would be expected to submit the proposed procurement to the relevant funding source for pre-award.

5. Procurement procedures.

- (a) All procurement by NPETE shall comply, at a minimum, with the requirements of subsections (i), (ii), and (iii) below:
 - (i) NPETE to avoid purchasing unnecessary items.
 - (ii) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement.
 - (iii) Solicitations for goods and services provide for all of the following.
 - (A) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 - (B) Requirements which must be fulfill and all other factors to be used in evaluating proposal submitted in response to solicitations.
 - (C) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - (D) When relevant, the specific features of "brand name or equal" descriptions that are to be included in responses submitted to solicitation.
 - (E) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 - (F) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- (b) Positive efforts shall be made by NPETE to utilize small businesses, minority-owned firms, and women's business enterprises (or known as Disadvantaged Business Enterprise Rule by some Federal Agencies), whenever possible. NPETE shall take all of the following steps to further this goal.
 - (i) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - (ii) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - (iii) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - (iv) Encourage, when practical, contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - (v) Use the services and assistance, as appropriate and practical, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.
- (c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by NPETE but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of- cost" or "percentage of construction cost" methods of contracting shall not be used.
- (d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

6 Cost and price analysis. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action above \$500 in value. Price analysis may be accomplished in various ways, including the comparison of price quotations

submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allow ability.

6. Procurement records - Procurement records and files for purchases in excess of the small purchase threshold as fixed at 41 U.S.C. 403(11) (currently \$25,000) shall include the following at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price.

7. Contract/Agreement administration. A system for contract/agreement administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. NPETE shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

8. Contract/Agreement provisions. NPETE shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(a) Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(b) All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by NPETE, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(c) For contracts dealing with construction or facility improvements NPETE shall comply with all requirements imposed by its funding sources (and the government regulations applicable to those funding sources) with regard to construction bid guarantees, performance bonds, and payment bonds.

(d) All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by NPETE shall include a provision to the effect that NPETE shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, including small purchases, awarded by NPETE and their contractors shall contain the following procurement provisions as applicable.

(i). Equal Employment Opportunity - All contracts, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(ii). Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair, when funded in whole or part by monies derived from the Federal government (either directly or indirectly) shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(iii). Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(iv). Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - All contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

(v). Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(vi). Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(vii). Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contacts for an amount above \$100,000, when funded in whole or part by monies derived from the Federal government (either directly or indirectly), shall include a certification by the contracting parties that they have not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. and to further require disclosure of any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.



NPETE Agreement

Funding Source

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

CERTIFICATION FOR SUBAWARDS/ SUBCONTRACTS

All Subcontractors, Sub-recipients, and/or Sub-awardees entering into Agreements for the delivery of goods or services with the National Partnership for Environmental Technology Education (NPETE), the Agreement with whom is supported either in whole or in part with federal grant, contract, or cooperative agreement funds, shall review the instructions for the following certifications included in the regulations before completing this Certification Form. Signature of this Certification Form provides for compliance with certification requirements under 2 USC Chapter 26, Sections 1601-14, "Federal Lobbying Disclosure Law," and 45 CFR Part 76, "Government-wide Debarment and Suspension."

This Certification Form shall be treated as a material representation of fact upon which reliance will be placed when NPETE determines to award the agreement with the Subcontractor or Subawardee.

For the purpose of this Certification Form, the term the "applicant" shall mean the "Subcontractor, Sub-recipient, and/or the Subawardee," the term "grant or cooperative agreement," shall mean this "Agreement," and the term "agency" shall mean "NPETE."

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

Debarment

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

LOBBYING

As required by 2 USC Chapter 26, Sections 1601-14, "Federal Lobbying Disclosure Law," the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall so report in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

I understand that a false statement on this certification may be grounds for rejection of this agreement termination of the award.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

NPETE Form (3-01)



National Partnership for Environmental Technology Education (NPETE) Significant Financial Interest (SFI) Disclosure Form

The purpose of this questionnaire is to identify all significant financial interests (SFI) held by federally funded research investigators as described in the National Partnership for Environmental Technology Education (NPETE) [Financial Conflict of Interest Policy](#) in accordance with federal regulations. The goal is to identify and manage any financial relationships that could potentially compromise the integrity of research or perception that research could be affected by financial interests.

The existence of an SFI does not necessarily represent a Financial Conflict of Interest, but must be disclosed. Further, a Conflict of Interest is not prohibited in and of itself, but it must be managed appropriately and in accordance with the funder's requirements and applicable regulations.

The following questions apply to investigators involved in research conducted by NPETE. Immediate family includes spouse, domestic partner, and dependent children. The term 'sponsor' includes any entity outside NPETE that financially supports respondents' research.

The Disclosure Form will be reviewed by the NPETE's Executive Director, and in consultation with the researcher a management plan will be developed for any potential conflicts identified.

1. NIH/PHS Funding

Have you received research funding from the National Institute of Health (NIH) or another U.S. Public Health Service (PHS) agency in the past twelve months, or do you reasonably expect to receive such funding in the remainder of the current year? Please note that research funding includes direct funding from an NIH/PHS grant or contract, or funding received as a subaward from another institution where the NIH/PHS was a sponsor.

Yes___(please provide details below) No___

Grant Agency:

Project(s) title(s):

Yearly Amount:

2. Financial Interests

In the past twelve months, have you or a member of your immediate family (i.e. spouse, domestic partner and/or dependent children) received personal income or anything of monetary value (e.g., consulting fees, honoraria, paid authorship, equity interest) from an external company, entity, or organization which in aggregate exceeds \$5,000? (That would be in conflict and/or have influence with NPETE Research Projects).

Yes___(please provide details below) No___

Name of company/organization:

Type of business:

Description of financial interest:

Interest held by:

3. Intellectual Property Interests

Do you and/or your immediate family members receive royalty income or have a right to receive royalties under a patent license or copyright, or other intellectual property rights?

Yes___(please provide details below) No___

Source of IP Income:

Yearly Amount:

4. Fiduciary Relationship

Do you or a member of your immediate family serve in a role with fiduciary responsibilities, (e.g. board member, trustee, executive officer, or treasurer) with an external company or organization that to an independent observer could be related to or affected by your research?

Yes___(please provide details below) No___

Name of Entity:

Position Held:

Position Held by: Self___Family Member (please indicate relationship) _____

5. Travel

List any occurrence of reimbursed or sponsored travel by an outside entity related to your institutional responsibilities, *excluding* the following: travel that is reimbursed or sponsored by federal, state, or local government agency, an institution of higher education, an academic teaching hospital, a medical center, or a research institute that is affiliated with an institution of higher education.

Purpose of trip:

Sponsor/organizer:

Destination:

Trip duration (please include dates):

Amount of reimbursement or estimated cost of trip:

Researcher Acknowledgement

By submission of this form, I hereby acknowledge that I have read and understand the Financial Conflict of Interest Policy and that the aforementioned facts and situations indicate all potential research conflicts of interest with regard to my position with NPETE according to the Policy. If I have none, I have so indicated in the spaces provided. I acknowledge that I have a continuing obligation to file an updated form prior to filing the next annual disclosure, if changes arise that may either give rise to a potential research conflict of interest or eliminate a conflict of interest previously discussed.

Dr. Timothy J Moore

Printed Name

Signature

Date

National Partnership for Environmental Technology Education

(NPETE)

Conflict of Interest Policy

It is in the best interest of the **National Partnership for Environmental Technology Education** hereby referenced to as NPETE to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy is designed to help directors, officers, employees and volunteers of NPETE identify situations that present potential conflicts of interest and to provide NPETE with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in NPETE's operations.

1. **Conflict of Interest Defined.** In this policy, a person with a conflict of interest is referred to as an "interested person." For purposes of this policy, the following circumstances shall be deemed to create a Conflict of Interest:
 - a. A director, officer, employee or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with NPETE for goods or services.
 - b. A director, officer, employee or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between NPETE and an entity in which the director, officer, employee or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
 - c. A director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with NPETE.

Other situations may create the *appearance of a conflict*, or present a *duality of interests* in connection with a person who has influence over the activities or finances of the nonprofit. All such circumstances should be disclosed to the board or staff, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests of the nonprofit are not compromised by the personal interests of stakeholders in the nonprofit.

Gifts, Gratuities and Entertainment. Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of NPETE.

National PETE Conflict of Interest Policy

2. Definitions.

- a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- b. An "Interested Person" is any person serving as an officer, employee or member of the Board of Directors of NPETE or a major donor to NPETE or anyone else who is in a position of control over NPETE who has a personal interest that is in conflict with the interests of NPETE.
- c. A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an interested person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.
- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to NPETE is not a Contract or Transaction.

3. Procedures.

- a. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.

National PETE Conflict of Interest Policy

- e. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of NPETE has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.
- f. Interested Persons who are not members of the Board of Directors of NPETE, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to their supervisor, or the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect NPETE's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to his or her supervisor or the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

- 4. **Confidentiality.** Each director, officer, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be averse to the interests of NPETE. Furthermore, directors, officers, employees and volunteers shall not disclose or use information relating to the business of NPETE for their personal profit or advantage or the personal profit or advantage of their Family Member(s).
- 5. **Review of policy.**
 - a. Each director, officer, employee and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.
 - b. Annually each director, officer, employee and volunteer shall complete a disclosure form identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to a Conflict of Interest. Such relationships, positions or circumstances might include service as a director of or consultant to another nonprofit organization, or ownership of a business that might provide goods or services to NPETE. Any such information regarding the business interests of a director, officer, employee or volunteer, or a Family Member thereof, shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
 - c. This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated to all staff and volunteers

National PETE Conflict of Interest Policy

National Partnership for Environmental Technology Education (NPETE)

Conflict of Interest Disclosure Form

Date: _____

Name: Dr. Timothy J. Moore

Position (employee/volunteer/trustee): President

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between NPETE and your personal interests, financial or otherwise:

_____ I have no conflict of interest to report

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of NPETE.

Signature: _____

Date: _____

Please submit this form to Hilary Kessler, Business Operations Manager, NPETE; 584 Main Street; South Portland, ME 04106



NPETE FCOI Policy for Agreement Holders

This sub-agreement offered is supported with funding by the Department of Health and Human Services – National Institute of Health – **NATIONAL INSTITUTE OF ENVIRONMENTAL HEALTH SCIENCES (NIEHS)**. A new Regulatory Requirement of the Department of Health and Human Services, National Institute of Health, National Institute of Environmental Health Sciences (NIEHS) requires all Investigators, Key Personnel and Sub-awardees to comply with the Federal Financial Conflict of Interest (FCOI). In compliance with this requirement. National PETE has adopted a Financial Conflict of Interest Policy in compliance with DHHS, NIH, NIEHS and Public Health Service. NIH-NIEHS issued the Grant Award to National PETE with the FCOI requirement and reporting obligations. Even though what we are doing is not research, in general, NIH-NIEHS included the funding source under this FCOI requirement. As a result, please review the policy, note the on-line FCOI Training link that you should review and print out a certificate. We ask that each Key Personnel and Key Sub-Awardees review the policy and complete the attached FCOI Form and return with your signed agreement.

We appreciate your assistance with this new regulatory compliance requirement.

Respectfully,

Kirk J. Laflin, Executive Director NPETE

HHS-NIH-NIEHS FCOI summary:

The FCOI regulation promotes objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct or reporting of research funded under PHS (e.g., NIH) grants and cooperative agreements will be free from bias resulting from any conflicting financial interest of an “investigator.” Refer to the regulation for a definition of “Investigator” for more information. The institution’s policy should address the regulatory requirements including, applicability of the policy to individuals who meet the regulatory definition of “Investigator,” financial disclosure requirements for “Investigators”; the institution’s responsibility to review “Investigator” financial disclosures of “significant financial interests” (SFIs); the timing for when Investigators disclose their SFIs to the institution’s designated official(s) for a determination of FCOI; the timing for when the designated institutional official(s) should review the SFI disclosures, make determinations of FCOI, take responsibility to develop a management plan to manage the FCOI, and report the identified FCOI(s) to the NIH as specified in the regulation; address requirements related to monitoring investigator compliance with the management plan through the period of the award, sub recipient requirements, maintaining records, and the institution’s responsibility to take action when there is a situation noncompliance requiring a retrospective review as outlined in the regulation, public accessibility requirements, etc.. Therefore, to ensure compliance with the requirement to have an FCOI policy in place at your institution that complies with the FCOI regulation and not jeopardize future NIH funding to your organization, I encourage you promptly review your policy against the regulatory requirements outlined in the previously attached Policy Development Checklist. As indicated before, the document serves as a resource when developing, revising, or reviewing an Institution’s FCOI policy to determine compliance with all regulatory requirements.

You may find it helpful to review the FCOI Training slide set that is posted on the right hand side of the NIH FCOI Webpage, including NIH’s [frequently asked questions](#) (FAQs). Some FAQs you may helpful to review include A.8., A.9, D.1, D.2., D.3., D.6., D.8, E.20, E.21, E.9., E.24, E.32, F.1., Section G., H.2., H.5, L.1-L.4, and K1

Financial Conflict of Interest Policy

Overview

No research or sponsored program activities occurring at the National Partnership for Environmental Technology Education (NPETE) shall be adversely affected by an investigator's financial interests. Investigators who apply to or receive research funding from government agencies must comply with both NPETE's Conflict of Interest policy and the Federal Financial Conflict of Interest (FCOI) Policy which requires investigators to disclose Significant Financial Interests (SFI) and institutions of higher education to identify, manage, and report potential Financial Conflicts of Interest. The existence of an SFI does not necessarily represent a Financial Conflict of Interest, but must be disclosed. Further, a Conflict of Interest is not prohibited in and of itself, but it must be managed appropriately and in accordance with the Funder's requirements and applicable regulations.

Purpose

This policy fulfills the requirements of the Public Health Service (PHS) agencies, including the National Institutes of Health (NIH) with regard to Financial Conflicts of Interest. NIH requires recipient institutions and investigators to comply with the requirements of 42 CFR 50 Subpart F (grants and cooperative agreements) and 45 CFR Part 94 (contracts). The Public Health Service (PHS) regulations promote objectivity in research and provide a reasonable expectation of funders that design, conduct, or reporting of research will be free from bias by any conflicting financial interest of an investigator. If there are substantive differences between this policy and the regulations, the regulations shall take precedence.

Scope

This policy applies to all Investigators/Key NPETE Personnel/Sub Awardees/Independent Contractors at NPETE who apply for or receive research support from agencies of the Public Health Service (including NIH), and any other agencies who incorporate PHS regulations into their policies. Investigators are subject to funder specific requirements, which may include mandatory training, disclosures and related updates, and reporting of foreign interests and travel reimbursed or sponsored by other organizations. This policy also applies to sub recipients on federal awards from these same agencies (see below). If a specific federal law, regulation, policy, or contract of a sponsor or prime awardee includes different requirements than this policy, the more stringent requirement applies.

Definitions

Investigator: personnel responsible for the design, conduct, or reporting of research under the terms of a federal grant or contract, or the sub award to a federal grant or contract.

Institutional Official: the individual within NPETE responsible for the solicitation and review of disclosures of significant financial interest related to the Investigator's Institutional responsibilities. For the purposes of this policy, the Institutional Official is the Executive Director or their designee.

Conflict of Interest Committee: COI Committee is NPETE's committee or individual that advises the Institutional Official on Financial Conflict of Interest matters.

Financial Conflict of Interest: FCOI exists when the Institutional Official (IO) reasonably determines that an Investigator's Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the funded research.

Significant Financial Interest: SFI is anything of monetary value related to the institutional responsibilities of an Investigator, which includes but is not limited to the following:

- Remuneration received in the 12 months prior to disclosure that exceeds \$5,000 when aggregated
- Equity interest exceeding \$5,000
- Gains from intellectual property rights (e.g. patents, copyrights, royalties)
- Travel paid for or reimbursed by an individual or entity other than a government agency, college, university, or academic medical institution

Does not Include the following:

- Salary, royalties, or other remuneration paid by NPETE to the Investigator if the Investigator is currently employed or otherwise appointed, including intellectual property rights assigned to the Institution and agreements to share royalties related to such rights
- Income from investment vehicles, such as mutual funds and retirement accounts
- Income from seminars, lectures, teaching engagements, review panels sponsored by a Federal, State, or Local government agency, and institution of higher education, an academic teaching hospital, a medical center, or a research institute affiliated with an institution of higher education; or income from services on advisory committees or review panels for a federal, state or local government agency

Sub recipient: an entity that receives a sub award from the prime recipient and is accountable to the prime recipient for the use of the federal funds provided by the sub award.

Policy Statement

All investigators who apply for or receive research funding from federal agencies with FCOI requirements must participate in required training, provide required disclosures, and participate in the management of any identified FCOI's; investigators will be informed of this policy, impose this policy on sub recipients, retain records, and follow reporting requirements. The Institutional Official (IO) is responsible for ensuring implementation of this policy, reviewing disclosures to determine if an FCOI exists, and managing any potential conflict. The Executive Director (IO) may suspend all relevant activities until they are satisfied that the potential FCOI is resolved or other appropriate action is implemented.

Training

Investigators, Key NPETE Personnel, Sub Awardees, Independent Contractors with federal funding including NIH are required to complete the NIH FCOI Tutorial and submit certification of successful completion to the Institutional Official (IO).

<https://grants.nih.gov/policy-and-compliance/policy-topics/fcoi/fcoi-training>

Training must be renewed:

- At least every four (4) years
- As required by the funding agency or NPETE Executive Director
- In the event that this policy is substantively amended affecting the requirements of Investigators
- When an Investigator is new to the institution or
- If it is determined that the Investigator has not complied with this policy or with a management plan related to their activities

Disclosures

Each Investigator, Key NPETE Personnel, Sub Awardee, Independent Contractor must disclose to the Executive Director (IO) information requested, including SFI's, sponsored travel, and or foreign interests for themselves and their spouse, domestic partner, and or dependent children. Disclosures must be current at the time of the application for funding. At a minimum, forms must be completed

- Prior to proposal submission
- Annually for Investigators with active grants, commensurate with the funded project period
- Within 30 days of acquiring or discovering any new reportable significant financial interests, and/or
- Within 30 days for Investigators joining the Institution

Principal Investigators must ensure that required disclosures have been submitted by all other co-investigators and senior/key personnel on their funded project. The Significant Financial Interest Disclosure Form is available by contacting the NPETE Office.

Review

The Executive Director (IO) will review and make an initial determination on all submitted disclosures. A conflict of interest exists when the Executive Director reasonably determines that a Significant Financial Interest could directly or indirectly affect the design, conduct, or reporting of funded research, teaching, or mentoring. If a potential FCOI is identified, the Investigator will be informed how the determination was made and the FCOI's relationship to the sponsored research will be documented and shared with the federal sponsor as required.

Management of FCOIs

FCOI is identified, the Executive Director will work with the Investigator to prepare and implement a written plan to manage the conflict and monitor ongoing compliance. Written plans are designed to:

- Manage, reduce, or eliminate any Financial Conflict(s) of Interest
- Meet applicable legal requirements
- Facilitate the local resolution or management of any conflict
- Protect the sensitivity of disclosed information

Both the Investigator and Executive Director must approve the plan in writing before any related research begins or continues. Investigators must participate in and comply with any FCOI management plan, including any retrospective review, mitigation plan and ongoing compliance monitoring.

Retrospective Review

If the Executive Director determines that a FCOI was not identified or managed in a timely manner, the Executive Director or designee will complete a retrospective review of the Investigator's activities and the research project to determine whether the research conducted during the period of non-compliance was biased in the design, conduct or reporting of the research. This review may occur, for example, if an Investigator/Key NPETE Personnel/Sub Awardees/Independent Contractor fails to disclose an SFI that is determined to be a FCOI, or fails to comply with an FCOI management plan. The Executive Director will submit or update any reports required by the funding agency.

Administrative Actions or Sanctions

NPETE reserves the right to impose sanctions on Investigators, Key NPETE Personnel, Sub Awardees, Independent Contractors for failure to disclose SFI's or to abide by this policy or related procedures.

Monitoring Sub recipients

NPETE is responsible for ensuring that all sub recipients are compliant with federal FCOI regulations. NPETE will incorporate, as part of NPETE's FCOI Policy or its own, this agreement will address designated disclosure and reporting requirements that allow both NPETE and the sub recipient to be compliant with federal regulations.

Reporting

NPETE will endeavor to keep financial disclosures, management plans, and related information confidential to the extent permitted by law. However, federal regulations require that institutions report information about Investigators/ Key Personnel/Sub Awardees/ Independent Contractors potential and identified conflicts of interest to funding agencies and, in some cases, the public: reporting requirements vary by funding agency. The Executive Director (IO) or designee will prepare and submit all reports in accordance with applicable regulations and/or official funding agency policy within the specified period(s) and as required, and notify the Executive Director of such disclosures. Required reports may include, but are not limited to the following:

- The existence of real or potential conflicts of interest, and assurances that the COI has been managed, reduced or eliminated
- Initial and ongoing/annual FCOI reports to the funding agency as required
- Information relating to any Investigators, Key NPETE Personnel, Sub Awardees, Independent Contractor disclosure of financial interests and the institutions review of, and response to, such disclosure, whether or not the disclosure resulted in the Institutions determination of an FCOI
- Certain information concerning identified FCOI via a publicly accessible website or by a written response to any requestor, and updates to such information as specified

Public Accessibility

As required by LHS, NPETE shall make this policy available via a publicly accessible website www.nationalpete.org NPETE will respond within five business days to any request for additional information concerning any SFI held by PHS senior/key personnel that meets the following criteria

- The SFI was disclosed and is still held by the senior/key personnel
- A determination has been made that the SFI is related to the PHS funded research; and
- A determination has been made that the SFI is a FCOI

The information made publicly available shall be consistent with the requirements of the PHS policy.

Record Retention

NPETE will retain all financial disclosures, conflict management plans, and related documents for a period of three years from the date the final expenditure report is submitted to the funding agency.

May 20, 2021



TOPIC: Amendment to the Memorandum of Agreement with Hibiscus Children’s Center

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The amendment will increase the number of training hours by three and increase the price by \$486.

ALTERNATIVE(S): Continue with the existing agreement.

FOR CONTRACTS:

1. **TERM:** Through 12/31/2025
2. **FISCAL IMPACT:** Estimated Revenue - \$486.00
3. **TERMINATION TERMS:** 14 days written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 7/28/25

BOARD ACTION:

DATE: 9/23/25



**AMENDMENT TO THE
MEMORANDUM OF AGREEMENT (MOA)**

between

**District Board of Trustees, Indian River State College,
and Hibiscus Children's Center**

I. PARTIES

This Amendment to the Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the District Board of Trustees of Indian River State College (IRSC), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the Hibiscus Children's Center, whose address is 1145 12th Street, Vero Beach Florida 32960 (collectively referred to as the "Signatory Parties").

II. AMENDMENT TO PURPOSE & SCOPE

The purpose of this amendment is to add an additional three hours of training to the existing Hibiscus Leadership Academy program, resulting in a total of 33 hours of training.

III. AMENDMENT TO FEES/PAYMENTS

Hibiscus Children’s Center will pay an additional \$486.00 for the additional three hours of training, resulting in the Leadership Academy price increasing from \$4,120.00 to \$4,606.00.

IV. SIGNATORY AUTHORITY

By the signatures below, the Signatory Parties agree to the terms of this Amendment to the number of training hours and price of the attached MOA.

Indian River State College

City of Port St. Lucie

President or Designee

Name, Title

Date: _____

Signature

**Indian River State College
District Board of Trustees**

Date: _____

Chair, District Board of Trustees

Date: _____



INDIAN RIVER STATE COLLEGE

MEMORANDUM OF AGREEMENT (MOA)

between

District Board of Trustees, Indian River State College,
School of Education (IRSC-SE) and Hibiscus Children's Center

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the District Board of Trustees of Indian River State College School of Education (IRSC-SE), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the Hibiscus Children's Center, whose address is 1145 12th Street, Vero Beach Florida 32960 (collectively referred to as the "Signatory Parties"). When executed by all Signatory Parties, this MOA shall become effective as of the last signature date.

II. BACKGROUND

Indian River State College (IRSC) Department of Continuing Education is an industry-driven leader focused on providing continuing education and training. Under the School of Education umbrella, the Department of Continuing Education offers high-quality workforce trainings, certification programs, consulting, and personal enrichment courses to meet the needs of the workforce community, including corporations, government, non-profits, first responders, and life-long learners of all ages on a local, state, national and international level.

III. PURPOSE & SCOPE

The purpose of this MOA is to clearly identify the roles, responsibilities and relationship between IRSC-SE and Hibiscus Children's Center related to the Hibiscus Children's Center Leadership Academy training.

The scope of this MOA is limited to the development and execution of a Leadership Academy training. The training will be held at a time and venue that accommodates both parties. Additional classroom trainings can be added as a written addendum to this agreement provided that the training details are agreed to in writing by both parties and this agreement has not expired.

IV. RESPONSIBILITIES OF IRSC-SE UNDER THIS MOA

- Each Leadership Academy will consist of ten separate 3-hour classes, for a total of 30 total training hours. Leadership academies can be scheduled up to two times per calendar year.
- Training provided for up to 25 students per session

- Classes will be held at an Indian River State College location
- Record of attendance of program participants with certificates awarded for completion

V. THE RESPONSIBILITIES OF HIBISCUS CHILDREN'S CENTER UNDER THIS MOA

- Provide program participants
- All communication to participants regarding class schedule, location, topics and any subsequent changes.

VI. FEES/PAYMENTS

Hibiscus Children's Center will pay IRSC-SE the amount outlined below for the responsibilities provided in Section IV. This payment must be made in full within 30- day of receiving the invoice for each Leadership Academy.

Cost of Training: \$4,120.00 Flat fee

VII. POINT OF CONTACT

Stephanie Etter
Dean, School of Education
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981
Phone: 772. 336.6258
Email: setter@irsc.edu

Lou Boccabella
Chief Administrative Officer
1145 12th Street
Vero Beach, Florida 32960
Phone: 772.229.6011 ext.204

VIII. AMENDMENTS

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

IX. RENEWAL OF AGREEMENT AND TERMINATION

This MOA shall terminate on December 31, 2025, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

X. HOLD HARMLESS/INDEMNIFICATION

The undersigned agrees to defend, indemnify and hold harmless Indian River State College (IRSC), its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, actions and judgements arising from personal injuries, property damage or otherwise, however caused, that may arise from or be alleged to be caused by the undersigned's use or occupancy of IRSC facilities, furniture, and equipment or grounds.

XI. SIGNATORY AUTHORITY

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

Indian River State College

Hibiscus Children's Center

Provost/Vice President of Academic
Affairs, CAO

Date: 11/19/24

Christa Luna

Christa Luna
Chair, District Board of Trustees

Date: 11/19/24

Timothy B. Moore

Timothy B. Moore, Ph.D.
President

Date: 11/19/24

Anna Babbitt CAO
(Name, Title)

Date: 12/5/24



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ACTION

TOPIC: Clinical Affiliation Agreements:

- Aqua Dermatology of Florida, P.A. d/b/a Water’s Edge Dermatology
- Calvary Christian Academy
- Dahya Dental LLC
- Jackson Drugs
- Legerity Rehab d/b/a Palm Garden Rehab
- Namy Physical Therapy LLC
- Oceanside Physical Therapy, Inc.
- Port St. Lucie Health Center
- Port St. Lucie Rehabilitation and Healthcare
- State of Florida, Department of Health Martin County

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION

SUMMARY: Board approval is requested for the attached Clinical Affiliation Agreements in which the named health care agency has agreed to provide its facility for Health Science students to participate in clinical rotations and experiences. The experience agreement outlines the roles and responsibilities to which the school and clinical facility have subscribed to mutually observe. The agreements will further increase clinical opportunities for students.

ALTERNATIVE(S): If not approved, Health Science students will be unable to attend requisite clinicals for their chosen course of study.

TERM: Indefinite duration, commencing upon the date of signatures of both parties.

FISCAL IMPACT: None

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

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Ann Hubbard

DATE: 9/5/25

BOARD ACTION:

DATE: 9/23/25

PRECEPTORSHIP AGREEMENT

This preceptorship agreement ("**Agreement**") is made and entered into this ___ day of July, 2025 (the "**Effective Date**"), commencing pursuant to Section 5.a., by and between Indian River State College (hereinafter "**College**") and Aqua Dermatology of Florida, P.A., a Florida professional association d/b/a Water's Edge Dermatology (hereinafter "**Medical Group**"); College and Medical Group sometimes referred to herein individually as "**Party**" or collectively as "**Parties.**"

RECITALS

- A. College is an educational institution that has enrolled certain students into one or more of College's professional health care programs. College desires that certain of its students (each a "**Student**") be afforded the opportunity to observe or participate in practical learning and clinical experiences at Medical Group, under the direction, supervision, control and guidance of qualified health care providers.
- B. Medical Group employs physicians, physician assistants and nurse practitioners who are duly licensed in the State of Florida (each a "**Provider**"). Medical Group recognizes the need to assist in the educational development of students in various health care professions, as contemplated by this Agreement.
- C. Medical Group is willing to permit Students to observe or participate in the performance of selected health care services while under the direction, supervision, control and guidance of one or more Providers during mutually agreed upon times throughout the term of this Agreement (hereinafter "**Clinical Rotations**").
- D. The Parties mutually desire to establish each Party's duty and obligations to each other and to set forth the terms and conditions which will govern each Clinical Rotation performed during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the recitals above which are incorporated into this Agreement by reference hereof and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Responsibilities of the Parties.

- a. Responsibilities of College: *Prior* to assigning Students to Medical Group and the start date of each applicable Clinical Rotation, College shall:
 - (i) Designate a staff person of the College ("**College Coordinator**") to coordinate the program described in this Agreement with a designated member of Medical Group's staff. College Coordinator shall:
 - 1. Coordinate and evaluate the Students' performance on their Clinical Rotation with Medical Group; and
 - 2. Serve as liaison with Medical Group with respect to College's performance of responsibilities set forth in Section 2.a.

- (ii) Provide to Medical Group a list of the Students who will be participating under the terms of this Agreement and the desired dates of the Students' Clinical Rotations, and obtain Medical Group's approval of such Students and periods of rotation;
- (iii) Present for Clinical Rotations only those Students who are currently in good standing with College and have successfully completed all components of College's educational program that College deems must be completed prior to participation in a Clinical Rotation ("**Prerequisites**");
- (iv) Orient Students to applicable policies and procedures provided by Medical Group with respect to participation in the Clinical Rotations, and such other College policies, procedures, rules and regulations applicable to Students; such orientation shall include notification that the Student is prohibited from observing or participating in any patient care activities except with the approval and while under the direction, supervision, control and guidance of a Provider;
- (v) Advise Students in writing that their participation in the Clinical Rotation under Providers' supervision is conditioned at all times on adherence to:
 - 1. All instructions given by the Provider who is supervising the Student's Clinical Rotation;
 - 2. All rules and policies set forth by Medical Group with regard to Students' participation in the Clinical Rotation; and
 - 3. Maintaining the confidential nature of patient-identifying information that is disclosed to any Student during their Clinical Rotation with Medical Group.
- (vi) Acknowledge and agree that Medical Group's duty under this Agreement is strictly limited to supervising Student only during such time as Student is physically at the Medical Practice and engaged in activities related to (a) observing patient care procedures performed by a Provider; or (b) participating in patient care procedures under the direction, supervision, control and guidance of a Provider (collectively "**Medical Group's Scope of Supervision**"). College acknowledges and agrees that (x) Medical Group bears no responsibility to supervise a Student at any other time outside the Medical Group's Scope of Supervision, and (y) Medical Group bears no legal liability for any negligent act, omission or any wrongful conduct committed by Student while on the premises of the Medical Group, including but not limited to, the Student's breach of the Student Agreement (as defined Section 2.a.(x) below) and/or the Student's failure to comply with the directions of the supervising Provider.

- (vii) Acknowledge and agree that neither College nor any Student shall author, publish, or assist in the authorship or publication of any materials in any form (including on-line blogs and “tweeted” materials) that include information about the Student’s experience in the Clinical Rotations or any of the patients observed or treated by the Student or any Provider at the Medical Practice unless such materials have been approved for release, in writing, by the Medical Group and comply with all applicable laws regarding the confidentiality of patient health information. Notwithstanding the foregoing, a Student may, in a manner that complies with all applicable laws regarding the confidentiality of patient health information, provide to College written evaluation of Student’s experience in the Clinical Rotations for use by College to grade or evaluate Student’s participation in the Clinical Rotations or for College’s internal quality assurance purposes and improvement of College’s educational program;
 - (viii) Conduct, or cause to be conducted, lawful background checks of Students to include a search of government databases to confirm that no Student has been sanctioned, excluded or otherwise ineligible for federal program participation;
 - (ix) Enforce the Students’ compliance with applicable policies, procedures, rules and regulations established by the College and/or the Medical Group;
 - (x) Require each Student to enter into an agreement for participation in the Clinical Rotation in the form attached as Exhibit A (the “**Student Agreement**”); and
 - (xi) Regarding matters related to and concerning student participation in the Clinical Rotations, retain general responsibility for all student discipline, off-site.
- b. Responsibilities of Medical Group: During the Term of this Agreement Medical Group shall:
- (i) Maintain, at all times, primary responsibility, control, and supervision of patient care; and
 - (ii) Subject to Section 2.a.(vi), permit Students to observe or participate in the performance of selected health care services while under the direction, supervision, control and guidance of one or more Provider; such selected health care services shall be limited to those professional services, as determined to be appropriate by the Providers, for patients of Medical Group.

2. Representations.

- a. College’s Representations: College represents and warrants to Medical Group, as follows:
- (i) To the extent required by applicable law, College has verified that the immigration status of each Student whom College presents to Medical Group

for participation in a Clinical Rotation under a Provider's supervision permits each such Student's participation in a Clinical Rotation at the Medical Group;

- (ii) College has verified that each Student whom College presents to Medical Group for participation in a Clinical Rotation under a Provider's supervision has received the appropriate immunizations and health screenings required by the Medical Group or as otherwise required by law, prior to beginning any Clinical Rotation at the Medical Group;
- (iii) Neither College, nor any agent, employee, or Student of College has been sanctioned by or excluded from participation in any federal health care program including but not limited to Medicare and Medicaid; and
- (iv) College acknowledges that the foregoing representations are reasonable and necessary to protect the legitimate business interest of Medical Group and that Medical Group would not have entered into this Agreement without the foregoing representations; therefore, College shall immediately notify the Medical Group in writing of any change to the above representations.

b. **Medical Group's Representations:** Medical Group represents and warrants to College that to Medical Group's knowledge, each Provider who participates in a Clinical Rotation is licensed to practice medicine in the State of Florida.

3. **Professional Fees.** Medical Group shall, in accordance with all applicable laws, have the sole right and responsibility to bill and collect any professional fees for services provided, which may include but is not limited to any services which are observed or provided by a Student under the direction, supervision, control and guidance of a Provider.

4. **Insurance and Indemnification.**

- a. **College Professional Liability Insurance:** For each Student on Clinical Rotation with Medical Group pursuant to this Agreement, College shall obtain and maintain in full force and effect professional liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. It is agreed that a funded self-insurance program is acceptable in lieu of any commercial insurance requirements stated herein. As evidence of such agreed coverage, College will furnish Medical Group with a certificate of insurance or other acceptable documentation upon reasonable request. College will provide written notice to Medical Group at least thirty (30) days in advance of a termination of such coverage.
- b. **Student Health Insurance:** College shall require that all Students carry health insurance coverage under the College's health insurance policy or under a comparable accident and sickness health insurance plan. Upon Medical Group's request, College will furnish, or will cause Student to furnish, Medical Group with evidence of health insurance coverage for the Student. College will provide, or will cause Student

to provide, written notice to Medical Group at least thirty (30) days in advance of a termination of such coverage.

- c. Medical Group Professional Liability Insurance: Throughout the Term of this Agreement, Medical Group will obtain and maintain, or will cause its Providers to obtain and maintain, professional liability coverage, in minimum amounts as required by State law. As evidence of such coverage, Medical Group will furnish the College with a certificate of insurance upon reasonable request. Medical Group will notify College at least thirty (30) days in advance of a termination of such coverage.
- d. Indemnification: Each Party to this Agreement shall indemnify and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees officers, agents and employees (the “**Indemnified Parties**”) against any and all damages, losses, costs, and expenses including reasonable attorneys’ fees (collectively “**Liabilities**”) incurred by the Indemnified Parties to the extent such Liabilities arise or are alleged to arise from the indemnifying Party’s breach of this Agreement, negligent or willful acts or failure to act or the grossly negligent or willful acts of the indemnifying Party’s directors, trustees, officers, agents and employees.

5. Term and Termination.

- a. Term: This Agreement shall commence on the Effective Date and will continue in effect for an initial term of one year (“**Initial Term**”). At the end of the Initial Term, this Agreement will automatically renew for one (1) additional one (1) year period (a “**Renewal Term**”), unless terminated as provided herein. As used herein and throughout the Agreement, “**Term**” shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or the last Renewal Term, as applicable. The Term of this Agreement may be renewed or extended by mutual written consent of the Parties.
- b. Without Cause Termination: Either Party may terminate this Agreement without cause at any time by giving thirty (30) days prior written notice. Both Parties, at least sixty (60) days prior to the expiration of the Initial Term and/or any subsequent Renewal Term of this Agreement thereafter, may evaluate the program and review this Agreement. In the event that the termination date occurs while a Student is still actively participating in a Clinical Rotation, based upon mutual written consent of both Parties, the termination shall be extended to take effect with regard to that active Student when that particular Clinical Rotation has ended.
- c. Termination for Breach: This Agreement may be terminated at any time by either Party for cause in the event of a breach of any term or condition and failure of the defaulting Party to cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-defaulting Party.

- d. **Immediate Termination:** Notwithstanding the foregoing, if Medical Group requests the removal of a Student, for any reason, then this Agreement shall be terminated immediately with respect to that Student.
 - e. **Termination of Student Rotation:** Upon receipt of a written request from Medical Group, College shall immediately remove a Student from a Clinical Rotation with Medical Group if, in the sole judgment of Medical Group, the Student has violated the terms of the Student Agreement, the Student's performance is unsatisfactory and/or detrimental to the quality of patient care provided by Medical Group.
6. **Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt to the address below, or to such other persons or places as either Party may from time to time designate by written notice to the other.

If to College:

Indian River State College
 3209 Virginia Avenue
 Fort Pierce, FL 34981
 Attention: Ann Hubbard, DNP, Ed.D., Dean
 Health Science Division

If to Medical Group:

AQUA Dermatology of Florida, P.A.
 900 Village Square Crossing,
 Suite 290
 Palm Beach Gardens, FL
 Attention: Legal Department

7. **Miscellaneous.**

- a. **Non-Discrimination:** College and Medical Group shall not discriminate against any individual on the basis of race, color, religion, creed, age, handicap, disability, sex, sexual identity, sexual orientation, veteran status, national origin, or political affiliation.
- b. **Parties Relationship:** Nothing contained herein shall be deemed or construed as creating a relationship of principal and agent or of partnership or of joint venture between the Parties hereto. Students shall not be considered servants, agents, or employees of Medical Group or College but rather student trainees who do not replace Medical Group employees and who are not covered by Medical Group's or College's Social Security, Worker's Compensation insurance or Unemployment Compensation insurance.
- c. **Counterparts, Facsimile or Electronic Signature.** This Agreement may be signed in one or more counterparts including via facsimile, email or by electronic signature in accordance with the laws of State of Florida, the U.S. Electronic Signatures in Global and National Commerce Act of 2000, and the Uniform Electronic Transactions Act of 1999, all of which shall be considered one and the same agreement, binding on all Parties hereto. A signed facsimile or photocopy of this Agreement shall be binding on the Parties to this Agreement.
- d. **Non-Exclusivity:** This Agreement shall not prevent Medical Group from providing health care services at other various other health care facilities or accepting students from

other educational institutions, nor shall this Agreement prevent College from placing its Students with other medical groups, entities or facilities.

- e. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- f. Binding Effect and Assignment: This Agreement shall be binding upon and shall inure to the benefit of Parties and their respective successors, heirs, assigns, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning Party.
- g. Authorized Signatures: Individuals executing this Agreement on behalf of the Parties represent and warrant that they have been authorized to do so.
- h. Captions: The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- i. Entire Agreement and Modifications: This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations between the Parties, either oral or written, relating to the subject matter of this Agreement which are not expressly set forth herein are of no force or effect. Any modifications or amendments hereto must be agreed to by both Parties in writing and shall become effective on the date stated therein.
- j. Compliance: The Parties shall perform all obligations in this Agreement in accordance with applicable professional standards and all applicable federal, state or local governmental laws and regulations, and in accordance with those standards of the applicable accrediting body. During the term(s) of this Agreement, the Parties shall take such actions, including revising this Agreement, as necessary or advisable to comply fully with all laws, rules regulations applicable to the performance of the Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the Family Educational Records and Privacy Act.
- k. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer upon any person or entity other than the Parties hereto, and their respective successors or permitted assigns, any remedy or claim as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto, and their successors and permitted assigns.

[Signature Page to follow]

IN WITNESS WHEREOF, the Parties have caused this Preceptorship Agreement to be duly executed as set forth below and is effective as specified herein.

INDIAN RIVER STATE COLLEGE

AQUA Dermatology of Florida, P.A.

Sign: _____

Sign: _____

Print Name: Timothy E. Moore, Ph.D.

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Sign: _____

Print Name: Christa Luna

**Title: Chair, District Board of Trustees of
Indian River State College**

Date: _____

EXHIBIT A

Student Agreement

This Student Agreement is made by the undersigned ("**Student**") with respect to Student's participation in a Clinical Rotation pursuant to the Preceptorship Agreement between AQUA Dermatology of Florida, P.A., a Florida professional association d/b/a Water's Edge Dermatology ("**Medical Group**") and Indian River State College ("**College**") to be effective as provided in Section 5 below.

As used herein, a "**Clinical Rotation**" shall mean Student's observation or participation in the performance of selected health care services while under the direction, supervision, control and guidance of Medical Group's employed provider, as permitted by College and Medical Group.

In consideration of, and as a condition to, Student's participation in the Clinical Rotation, Student hereby agrees as follows:

1. Throughout the term of the Clinical Rotation, Student shall:
 - a. Satisfy the following:
 - (i) Student is currently and will remain in good standing with College and has successfully completed all components of College's educational program that College deems must be completed prior to participation in a Clinical Rotation at Medical Group.
 - (ii) Student has provided College with pertinent information about the Student as permitted by law, including but not limited to the Student's health status report, the Student's immunization record and verification that Student meets the College's and Medical Group's health requirements.
 - b. Maintain personal health insurance;
 - c. Never have been sanctioned by or excluded from participation in any Federal or state health care program;
 - d. Observe and comply with the directions of the Medical Group personnel who provide supervision to Student during the Clinical Rotation;
 - e. Observe and comply with applicable policies, rules, and regulations of College, and the Medical Group with respect to Student's participation in the Clinical Rotation; and
 - f. Maintain the confidentiality of all patient information obtained by or disclosed to Student in the course of the Clinical Rotation in accordance with all applicable laws and policies of Medical Group.
2. Student shall not author, publish, or assist in the authorship or publication of any materials in any form

(including on-line and “tweeted” materials) that include information about the Student’s experience in the Clinical Rotations or any of the patients observed or treated by the Student or any Provider unless such materials have been approved for release, in writing, by Medical Group. Notwithstanding the foregoing, Student may, in a manner that complies with all applicable laws regarding the confidentiality of patient health information, provide to College written evaluation of Student’s experience in the Clinical Rotations for use by College to grade or evaluate Student’s participation in the Clinical Rotations or for College’s internal quality assurance purposes and improvement of College’s educational program. This obligation shall continue after the termination of Student’s participation in the Clinical Rotation.

3. Student acknowledges and agrees that Student is not a servant, agent, or employee of Medical Group but is participating in the Clinical Rotation solely for the educational purposes of Student. Student further acknowledges that Student is not eligible for any compensation, employment benefits, Social Security contributions, workers compensation insurance or unemployment insurance.
4. Student shall have no right to bill or collect any professional fees for services provided by Student in the course of the Clinical Rotation. Student acknowledges and agrees that, to the extent permitted by applicable law, Medical Group shall have the sole right and responsibility to bill and collect professional fees for services provided by Student while acting under the supervision of a Medical Group provider.
5. This Student Agreement shall be effective on the first day of Student’s participation in the Clinical Rotation.

Accepted and Agreed by Student:

Signature of Student

Printed Name of Student

Date of Signature



NO. 946A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **CALVARY CHRISTIAN ACADEMY**, 5545 NW St. James Drive, Port St. Lucie, Florida 34983 hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS**, at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE**. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.
2. **SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:**
 - a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
 - b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **HEALTH CARE FACILITY**.
 - c. The **HEALTH CARE FACILITY** has the overall authority over the facilities and grounds and for the safety of all persons therein.
 - d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
 - e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
 - f. In case of accident or illness involving the student(s) while in the **HEALTH CARE FACILITY**, the **HEALTH CARE FACILITY** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
CALVARY CHRISTIAN ACADEMY
Page 2

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

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

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

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

- h. COLLEGE shall provide evidence of worker's compensation for any employee furnished by the COLLEGE pursuant to this agreement. No student(s), instructor, or other person furnished the COLLEGE pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the HEALTH CARE FACILITY. Students are not employees of the COLLEGE or HEALTH CARE FACILITY and must not receive compensation for services provided as part of the clinical experience.**
- i. HEALTH OF PROGRAM PARTICIPANTS – All HEALTH PROGRAMS student(s) shall pass a medical examination acceptable to HEALTH CARE FACILITY prior to their participation in the Program at HEALTH CARE FACILITY. COLLEGE and/or the HEALTH PROGRAMS student(s) shall be responsible for arranging for the HEALTH PROGRAMS student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at HEALTH CARE FACILITY. In no event shall HEALTH CARE FACILITY be financially or otherwise responsible for said medical care and treatment. HEALTH PROGRAMS student(s) will present the following health records on the first day of their educational experience at HEALTH CARE FACILITY. HEALTH PROGRAM student(s) will not be allowed to commence experiences until all records have been received.**

 - i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and**
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and**
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and**
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.**
 - v. Proof of Tdap vaccine within the last 10 years.**

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

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

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

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

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

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

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

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

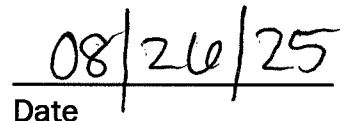
Neither party shall discriminate in the assignment of student(s) on the basis of race, color, sex, religion, national origin, age, sexual orientation, disability, veteran or marital status.

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

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



Michelle Misiano, Ed.D., Principal
CALVARY CHRISTIAN ACADEMY



Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



NO. 906A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **DAHYA DENTAL LLC**, 1050 Virginia Avenue, Fort Pierce, Florida 34982, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS**, at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE**. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.
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 - d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
 - e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
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HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

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- c. To comply with all existing policies of the **HEALTH CARE FACILITY**.
- d. To coordinate with **HEALTH CARE FACILITY** the **HEALTH PROGRAM** student(s)' and clinical instructor(s)' participation in **HEALTH CARE FACILITY** orientation as required.
- e. **COLLEGE** assumes ultimate responsibility for the educational experience and evaluation of **HEALTH PROGRAMS** student(s).
- f. The **COLLEGE**, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$2,000,000 per incident and \$5,000,000 annual aggregate covering the student participants and any faculty members for instruction/supervision of students only. The **COLLEGE** shall provide a certificate of insurance to the **HEALTH CARE FACILITY** evidencing such insurance coverage if required by the **HEALTH CARE FACILITY**. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement. For all insurance required, **COLLEGE** shall require the insurance carrier notify **HEALTH CARE FACILITY** at least thirty (30) days in advance of any cancellation or modification of such insurance policy.
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HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

DAHYA DENTAL LLC

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 - v. Proof of Tdap vaccine within the last 10 years.

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- vi. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility.
- j. **BACKGROUND CHECKS** – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:
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 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
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Should the background check disclose adverse information as to any **COLLEGE'S** representative, **COLLEGE** shall immediately remove said **COLLEGE'S** representative from the **HEALTH PROGRAMS**.

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
DAHYA DENTAL LLC
Page 5

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


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

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

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

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

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



Vikash Dahya, D.M.D.
DAHYA DENTAL LLC

8/26/25

Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



NO. 675A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **JACKSON DRUGS**, 2301 Okeechobee Road, Fort Pierce, Florida 34950, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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JACKSON DRUGS

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JACKSON DRUGS
Page 5**

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

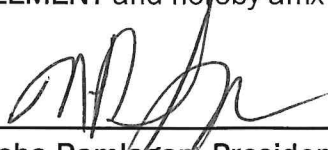
The appropriate staff of the **HEALTH CARE FACILITY** and the faculty of the **HEALTH PROGRAMS** of the **COLLEGE** will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

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

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

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

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



Natasha Ramlagan, President
JACKSON DRUGS

07/23/2025

Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date

**CLINICAL AFFILIATION AGREEMENT
(THREE-PARTY)**

THIS AGREEMENT, is entered into this 1st day of September , 2025, among Indian River State College (“SCHOOL”), Palm Garden of Vero Beach, LLC dba Palm Garden of Vero Beach (“FACILITY”), Legerity Rehab dba Palm Garden Rehab., (“LEGERITY”), a Delaware LLC.

WHEREAS, SCHOOL desires to secure a clinical internship program (hereafter the “Program”) with LEGERITY and FACILITY, whereby LEGERITY would provide instructional training and FACILITY would provide the location where educational opportunities are available for SCHOOL’s therapy students.

WHEREAS, LEGERITY is qualified to provide instructional training to therapy students participating in Program.

WHEREAS, FACILITY operates Facility that will provide the location where desired instructional experiences are available for therapy students participating in Program.

NOW THEREFORE, it is agreed as follows:

1. CLINICAL PROGRAM

LEGERITY and SCHOOL shall each appoint a program coordinator who will assist in the implementation of the clinical objectives and criteria for the Program attached hereto and made a part hereof as “Exhibit A.”

2. STUDENT SELECTION AND PERFORMANCE

SCHOOL shall select and LEGERITY shall approve each student for placement into the Program those students who have competently completed the requisite courses for participation in a clinical program and maintain good standing within the SCHOOL. SCHOOL and LEGERITY shall then develop a roster of approved students, their internship dates and the geographic area where they will be conducting their internship. This student roster shall be attached and made a part hereof as “Exhibit B.” School Coordinator will provide students with current descriptive information and prepare each student to meet the Program’s objectives. SCHOOL hereby represents to LEGERITY that each student selected for participation in the Program has been adequately prepared to meet the Program’s objectives. SCHOOL and LEGERITY shall work together to determine the procedures and criteria for evaluating the performance of each student participant. The evaluation shall be attached as “Exhibit C.” LEGERITY reserves the right to counsel or require the immediate removal of any student from the Program whose performance is inadequate based upon the criteria established in “Exhibit C.”

Each student, directly or through school records, shall provide documentation before the clinical rotation begins that he/she has been tested for tuberculosis within the past 12 months, and that the test produced a negative result. Each student will require a current eligible Level II background screening with state and national clearance within the start of student placement. The student will also be required to complete a recent 10-panel drug screen prior to the first day of the clinical rotation. The FACILITY will work with LEGERITY coordinator to make sure each student receives an orientation to FACILITY policies and procedures, including, without limitation, those relating to confidential requirements concerning residents and their respective records, prior to the beginning of the Program at FACILITY. FACILITY and the LEGERITY coordinator shall ensure that each student's participation in such orientation program is adequately documented. FACILITY, SCHOOL and LEGERITY Coordinator shall ensure that students are aware of requirement of abiding by FACILITY respective rules, regulations, policies and procedures, including the wearing of proper dress and identification. Each student will be required to follow such policies and procedures while on FACILITY premises or under the supervision of LEGERITY. In addition, each student will be required to adhere to all applicable federal, state and local laws and regulations.

SCHOOL acknowledges 'FACILITY' and 'LEGERITY' Corporate Compliance Programs. LEGERITY and FACILITY reserve the right to require the immediate removal of any student whose actions violate LEGERITY/FACILITY policies and procedures, applicable federal, state and local laws and regulations, or disrupt the operation of the Program or a facility, or the well-being of patients, visitors, or LEGERITY/FACILITY staff.

3. SUPERVISION OF STUDENTS

Each student shall be supervised by the appropriate licensed and/or certified personnel employed by LEGERITY in accordance with supervision guidelines developed and approved by the parties to this Agreement. These supervision guidelines will be provided in "Exhibit D," which is attached hereto and made a part hereof.

LEGERITY and FACILITY will determine which FACILITY residents are appropriate for care by students. LEGERITY reserves the right to change student assignments based upon the changing needs of the students and/or residents. LEGERITY and FACILITY will strive to provide learning experiences which are appropriate to the level of the student and conform to the Program's objectives.

4. INSURANCE

Each Party will procure and maintain at all times throughout the term of this Agreement such insurance as will protect themselves from all acts, errors or omissions while participating in the Program.

The School participates in a program of self- insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of \$200,000 per person, \$300,000 per occurrence under Florida Statute 768.28 which deals with sovereign immunity. In addition, School shall maintain student professional liability insurance that covers the School, all students, and instructors at the School.

SCHOOL shall provide proof of professional liability insurance covering students participating in the Program. The blanket professional liability insurance policy will be in the amount of not less than \$2,000,000 per claim/\$5,000,000 aggregate. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Agency, upon request, certificates of insurance evidencing the above coverage.

LEGERITY shall provide general and professional liability coverage for any acts committed by LEGERITY therapists at FACILITY as indicated by state regulations. Prior to the commencement of this Agreement, LEGERITY, shall provide to SCHOOL and FACILITY a certificate of insurance indicating that such coverage is in effect and will require SCHOOL and FACILITY to be notified at least thirty (30) days prior to any modification, cancellation, reduction or non-renewal of coverage.

FACILITY shall provide general and professional liability insurance coverage for any acts committed by FACILITY as indicated by state regulations. Prior to the commencement of this Agreement, FACILITY shall provide to LEGERITY and SCHOOL a certificate of insurance indicating that such coverage is in effect and will require LEGERITY and SCHOOL be notified at least thirty (30) days prior to any modification, cancellation, reduction, or non-renewal of such coverage.

5. INDEMNIFICATION

To the extent not otherwise inconsistent with state law, each party shall save, indemnify and hold the other parties to this Agreement harmless of and from all liability, loss, costs and expenses incurred directly or indirectly from any acts, errors or omissions by a party to this Agreement, and its agents, employees or invitees from any cause arising from or relating to a party's performance under this Agreement.

6. INDEPENDENT CONTRACTORS

In performance of the duties and obligations of each party to this Agreement and with regard to any services rendered or performed for beneficiaries of each party, it is mutually understood and agreed that LEGERITY, SCHOOL and FACILITY are at all times acting and performing as independent contractors and that neither party shall be considered an agent, servant, partner, or joint venturer of the other party.

The parties agree that the SCHOOL's students are fulfilling specific requirements for clinical experience as part of a degree requirement and therefore the SCHOOL's students are not to be considered employees or agents of the FACILITY for any purpose, including but not limited to Workers' Compensation or employee benefit programs.

School agrees that LEGERITY and FACILITY are not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf

of any students while said students are on the premises of FACILITY performing any duty under the terms of this Agreement.

7. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the SCHOOL hereby designates the FACILITY and LEGERITY as school officials with a legitimate educational interest in the educational records of the students who participate in the program to the extent that access to the records are required by the FACILITY and LEGERITY to carry out the program. FACILITY and LEGERITY agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

8. EQUAL OPPORTUNITY

The parties hereto agree that no participants in the Program shall be discriminated against due to race, religion, creed, national origin, age, sex or handicap.

9. TERM AND TERMINATION

The term of this Agreement shall commence on September 1, 2025 and shall continue in full force and effect for a period of one year thereafter, with automatic one-year renewals. Any party may at any time terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to the other parties of its intention to terminate, provided that any student then currently enrolled in Program shall be permitted to complete the then current Program term, unless immediate removal is warranted under Paragraph 2, hereof.

Notwithstanding, anything to the contrary, in the event FACILITY terminates for any reason whatsoever during the term of this Agreement, LEGERITY shall use its best efforts to place students participating in the Program at another facility within a reasonable distance of the SCHOOL, as determined by LEGERITY and agreed to by SCHOOL.

10. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no extemporaneous understandings, representations, or agreements oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by written agreement signed by each party.

11. NOTICE

Any notice required to be provided under this Agreement shall be in writing and either delivered personally or sent by registered or certified mail, return receipt requested, to LEGERITY, FACILITY and SCHOOL at the addresses listed below:

LEGERITY:	LEGERITY Rehab, Inc. 2033 Main Street Ste 302 Sarasota, FL 34237 Attn: Vice President of Strategy and Cotinum Services
FACILITY:	Palm Garden of Vero Beach 1755 37 th Street Vero Beach, FL 32960 Attn: Executive Director
SCHOOL:	Indian River State College 3209 Virginia Avenue Fort Pierce, FL 34981 Attn: Ann Hubbard, Dean of Health Science

All notices shall be deemed given on the date of delivery if delivered personally or three (3) business days after such notice is deposited in the United States mails, addressed and sent as provided above.

12. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with the laws of the State in which the clinical site facility is located.

13. SEVERABILITY

The provisions of this Agreement are severable and, to the extent that any provision may be unenforceable or may impair the enforcement of any provision, shall be modified or deleted.

14. ASSIGNMENT

This Agreement may not be assigned by a party without the written consent of the other parties.

15. CAPTIONS

All section captions and headings in this Agreement are provided for informational purposes only and shall not be relevant to or affect the interpretation or construction of any provision of this Agreement.

16. CORPORATE ACCEPTANCE

This Agreement is not binding on the parties until it is accepted by each party's duly authorized representative as evidenced by his/her signature below.

17. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

LEGERITY: LEGERITY dba Palm Garden Rehab, LLC.
By: Marc Lange
Title: Vice President of Strategy and Continuum Services
Date: 8-27-25

LEGERITY: LEGERITY dba Palm Garden Rehab, LLC
By: Cathy Poroga
Title: Director of Clinical Practice
Date: 8/27/25

FACILITY: Palm Garden of Vero Beach
By: [Signature]
Title: Regional Vice President of Operations Executive Director
Date: 8/28/25

SCHOOL: Indian River State College
By: [Signature]
Timothy E. Moore, Ph.D.
Title: President
Date: 8/25/25

SCHOOL: Indian River State College
By: Ann Hubbard
Ann Hubbard, DNP, Ed.D.
Title: Dean of Health Science
Date: 8/25/25

EXHIBIT A

CLINICAL OBJECTIVES AND CRITERIA FOR THE PROGRAM

(to be provided by the School as applicable, agreed to by the parties and attached hereto)

EXHIBIT B

Student's Name _____

Internship Dates _____

Location of Internship (facility name(s) and geographic area) _____

Student Preceptor _____

University Fieldwork Coordinator _____

EXHIBIT C

FORM OF STUDENT EVALUATION

(to be provided by the School as applicable, agreed to by the parties and attached hereto)

EXHIBIT D

STUDENT SUPERVISION GUIDELINES

(to be provided by the School as applicable, agreed to by the parties and attached hereto)



No. 251C

CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the COLLEGE, and NAMY PHYSICAL THERAPY LLC, 810 Pioneer Way, Royal Palm Beach, Florida, 33411, hereinafter referred to as the HEALTH CARE FACILITY.

WHEREAS, the COLLEGE has a curriculum in the field of physical therapist assistant, and

WHEREAS, clinical experience is a required and integral component of the physical therapist assistant curriculum, and

WHEREAS, the HEALTH CARE FACILITY recognizes its professional responsibility to participate in the education of physical therapist assistant students, and

WHEREAS, the HEALTH CARE FACILITY wishes to join the COLLEGE in development and implementation of clinical experience for physical therapist assistant students, and

WHEREAS, the student is placed at the HEALTH CARE FACILITY for clinical experience, and is not an employee of the COLLEGE, and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the COLLEGE and the HEALTH CARE FACILITY will cooperate as described herewith.

The COLLEGE and the HEALTH CARE FACILITY mutually agree to:

1. establish the education objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.
2. assure equal opportunity and shall not discriminate in the assignment of students on the basis of race, color, nationality, ethnicity, gender, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

**CLINICAL EDUCATION AGREEMENT
NAMY PHYSICAL THERAPY LLC
PAGE 2**

The **COLLEGE** agrees:

1. to assume responsibility for assuring continuing compliance with the educational standards established by the Commission on Accreditation in Physical Therapy Education
2. to establish and maintain ongoing communication with the Clinical Instructor of the **HEALTH CARE FACILITY** on items pertinent to physical therapist assistant education;
3. when possible, that the academic setting confers faculty appointment to the Clinical Instructor who is responsible for planning and implementation of the physical therapist assistant clinical experience at the **HEALTH CARE FACILITY**;
4. to notify the Clinical Instructor and the **HEALTH CARE FACILITY** at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;
5. to refer to the **HEALTH CARE FACILITY** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to the **HEALTH CARE FACILITY**;
6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the **HEALTH CARE FACILITY** or other such authority relative to the program prior to entrance upon premises under the program;
7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the **HEALTH CARE FACILITY**;
8. to provide professional liability insurance coverage of program participants (students) at limits of \$2,000,000 per claim/occurrence and \$5,000,000 aggregate and to provide **HEALTH CARE FACILITY** with copy of certificate of insurance evidencing such coverage;
9. to supply the Clinical Instructor with appropriate forms to be used in evaluating the performance of the assigned student; and
10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the **HEALTH CARE FACILITY** or deemed necessary for the training and guidance for the student.
11. to have the student pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY**. **COLLEGE** and/or the **HEALTH PROGRAMS** student shall be responsible for arranging for the **HEALTH**

PROGRAMS student medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY**.

In no event shall **HEALTH CARE FACILITY** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student will present the following health records on the first day of their educational experience at **HEALTH CARE FACILITY**. **HEALTH PROGRAMS** student(s) will not be allowed to commence experiences until all records have been received.

- i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the **HEALTH CARE** facility
- j. **BACKGROUND CHECKS** – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal programs;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

**CLINICAL EDUCATION AGREEMENT
NAMY PHYSICAL THERAPY LLC
PAGE 4**

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

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

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

The **HEALTH CARE FACILITY** agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;
2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;
3. to provide the physical facilities and equipment necessary to conduct the clinical experience **and retain overall responsibility over patient care;**
4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by **COLLEGE** and **HEALTH CARE FACILITY** ;
5. to advise the **COLLEGE** of any changes in its personnel, operation, or policies which may affect clinical experience;
6. to determine the number of students which it can accommodate during a given period of time;
7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

CLINICAL EDUCATION AGREEMENT
NAMY PHYSICAL THERAPY LLC
PAGE 5

8. to provide the assigned student with a copy of the **HEALTH CARE FACILITY** 's existing pertinent rules and regulations with which the student is expected to comply;
9. to facilitate, if necessary **in case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY**, emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);
10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the **COLLEGE** (The completed evaluation will be forwarded to the **COLLEGE** within one (1) week following conclusion of the student's clinical experience.);
11. to advise the **COLLEGE** at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);
12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the **COLLEGE**; and
13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty days prior to June 30th of any academic year; or upon closure of the **HEALTH CARE FACILITY** provided that all students currently enrolled in the program at the **HEALTH CARE FACILITY** at the time of notice of termination, shall be given the opportunity to complete their clinical program at the **HEALTH CARE FACILITY**, such completion not to exceed six (6) months.

CLINICAL EDUCATION AGREEMENT
NAMY PHYSICAL THERAPY LLC
PAGE 6

4. Students participating under this agreement shall at all times be students of the COLLEGE and not employees of the HEALTH CARE FACILITY or COLLEGE. The students have no claims against the HEALTH CARE FACILITY or COLLEGE for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.
5. The COLLEGE will provide workers' compensation insurance for all college employees paid by the College and assigned to the HEALTH CARE FACILITY pursuant to this agreement. The HEALTH CARE FACILITY must provide workers' compensation for all individuals employed and paid by the HEALTH CARE FACILITY.
6. This agreement shall be interpreted under the laws of the State of Florida.

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

Namyata, PT, C/NOT
Namyata Patel, Owner
NAMY PHYSICAL THERAPY LLC

07/18/2025.
Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



CLINICAL EDUCATION AGREEMENT

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WHEREAS, the **COLLEGE** has a curriculum in the field of physical therapist assistant, and

WHEREAS, clinical experience is a required and integral component of the physical therapist assistant curriculum, and

WHEREAS, the **HEALTH CARE FACILITY** recognizes its professional responsibility to participate in the education of physical therapist assistant students, and

WHEREAS, the **HEALTH CARE FACILITY** wishes to join the **COLLEGE** in development and implementation of clinical experience for physical therapist assistant students, and

WHEREAS, the student is placed at the **HEALTH CARE FACILITY** for clinical experience, and is not an employee of the **COLLEGE**, and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the **COLLEGE** and the **HEALTH CARE FACILITY** will cooperate as described herewith.

The **COLLEGE** and the **HEALTH CARE FACILITY** mutually agree to:

1. establish the education objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.
2. assure equal opportunity and shall not discriminate in the assignment of students on the basis of race, color, nationality, ethnicity, gender, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

CLINICAL EDUCATION AGREEMENT
OCEANSIDE PHYSICAL THERAPY, INC.
PAGE 2

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4. to notify the Clinical Instructor and the HEALTH CARE FACILITY at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;
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6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the HEALTH CARE FACILITY or other such authority relative to the program prior to entrance upon premises under the program;
7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the HEALTH CARE FACILITY;
8. to provide professional liability insurance coverage of program participants (students) at limits of \$2,000,000 per claim/occurrence and \$5,000,000 aggregate and to provide HEALTH CARE FACILITY with copy of certificate of insurance evidencing such coverage;
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10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the HEALTH CARE FACILITY or deemed necessary for the training and guidance for the student.
11. to have the student pass a medical examination acceptable to HEALTH CARE FACILITY prior to their participation in the Program at HEALTH CARE FACILITY. COLLEGE and/or the HEALTH PROGRAMS student shall be responsible for arranging for the HEALTH

PROGRAMS student medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY**.

In no event shall **HEALTH CARE FACILITY** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student will present the following health records on the first day of their educational experience at **HEALTH CARE FACILITY**. **HEALTH PROGRAMS** student(s) will not be allowed to commence experiences until all records have been received.

- i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
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 - vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the **HEALTH CARE** facility
- j. **BACKGROUND CHECKS – COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal programs;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.
 - x.

CLINICAL EDUCATION AGREEMENT
OCEANSIDE PHYSICAL THERAPY, INC.
PAGE 4

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

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

The **HEALTH CARE FACILITY** agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;
2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;
3. to provide the physical facilities and equipment necessary to conduct the clinical experience **and retain overall responsibility over patient care;**
4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by **COLLEGE** and **HEALTH CARE FACILITY** ;
5. to advise the **COLLEGE** of any changes in its personnel, operation, or policies which may affect clinical experience;
6. to determine the number of students which it can accommodate during a given period of time;
7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

CLINICAL EDUCATION AGREEMENT
OCEANSIDE PHYSICAL THERAPY, INC.
PAGE 5

8. to provide the assigned student with a copy of the **HEALTH CARE FACILITY** 's existing pertinent rules and regulations with which the student is expected to comply;
9. to facilitate, if necessary in **case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY**, emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);
10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the **COLLEGE** (The completed evaluation will be forwarded to the **COLLEGE** within one (1) week following conclusion of the student's clinical experience.);
11. to advise the **COLLEGE** at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);
12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the **COLLEGE**; and
13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

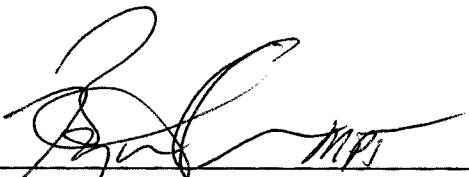
Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty days prior to June 30th of any academic year; or upon closure of the **HEALTH CARE FACILITY** provided that all students currently enrolled in the program at the **HEALTH CARE FACILITY** at the time of notice of termination, shall be given the opportunity to complete their clinical program at the **HEALTH CARE FACILITY**, such completion not to exceed six (6) months.

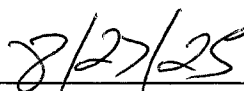
CLINICAL EDUCATION AGREEMENT
OCEANSIDE PHYSICAL THERAPY, INC.
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4. Students participating under this agreement shall at all times be students of the **COLLEGE** and not employees of the **HEALTH CARE FACILITY** or **COLLEGE**. The students have no claims against the **HEALTH CARE FACILITY** or **COLLEGE** for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.
5. The **COLLEGE** will provide workers' compensation insurance for all college employees paid by the College and assigned to the **HEALTH CARE FACILITY** pursuant to this agreement. The **HEALTH CARE FACILITY** must provide workers' compensation for all individuals employed and paid by the **HEALTH CARE FACILITY**.
6. This agreement shall be interpreted under the laws of the State of Florida.

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



Bryan Graham, MPT, Owner
OCEANSIDE PHYSICAL THERAPY, INC.



Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



NO. 940A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **PORT ST. LUCIE HEALTH CENTER**, 1967 SE Port St. Lucie Boulevard, Port St. Lucie, Florida 34951, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS**, at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE**. The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.
2. **SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:**
 - a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
 - b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **HEALTH CARE FACILITY**.
 - c. The **HEALTH CARE FACILITY** has the overall authority over the facilities and grounds and for the safety of all persons therein.
 - d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
 - e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
 - f. In case of accident or illness involving the student(s) while in the **HEALTH CARE FACILITY**, the **HEALTH CARE FACILITY** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
PORT ST. LUCIE HEALTH CENTER
Page 2**

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

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

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

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
PORT ST. LUCIE HEALTH CENTER
Page 3**

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

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

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

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

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

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

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
PORT ST. LUCIE HEALTH CENTER
Page 5**

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


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

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

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

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

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



George Blackwell, III, DC
PORT ST. LUCIE HEALTH CENTER

8/26/25
Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date



No. 223C

CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the **COLLEGE**, and **PORT ST. LUCIE REHABILITATION AND HEALTHCARE**, 7300 Oleander Avenue, Port St. Lucie, Florida 34952, hereinafter referred to as the **HEALTH CARE FACILITY**.

WHEREAS, the **COLLEGE** has a curriculum in the field of physical therapist assistant, and

WHEREAS, clinical experience is a required and integral component of the physical therapist assistant curriculum, and

WHEREAS, the **HEALTH CARE FACILITY** recognizes its professional responsibility to participate in the education of physical therapist assistant students, and

WHEREAS, the **HEALTH CARE FACILITY** wishes to join the **COLLEGE** in development and implementation of clinical experience for physical therapist assistant students, and

WHEREAS, the student is placed at the **HEALTH CARE FACILITY** for clinical experience, and is not an employee of the **COLLEGE**, and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the **COLLEGE** and the **HEALTH CARE FACILITY** will cooperate as described herewith.

The **COLLEGE** and the **HEALTH CARE FACILITY** mutually agree to:

1. establish the education objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.
2. assure equal opportunity and shall not discriminate in the assignment of students on the basis of race, color, nationality, ethnicity, gender, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

**CLINICAL EDUCATION AGREEMENT
PORT ST. LUCIE REHABILITATION AND HEALTHCARE
PAGE 2**

The **COLLEGE** agrees:

1. to assume responsibility for assuring continuing compliance with the educational standards established by the Commission on Accreditation in Physical Therapy Education
2. to establish and maintain ongoing communication with the Clinical Instructor of the **HEALTH CARE FACILITY** on items pertinent to physical therapist assistant education;
3. when possible, that the academic setting confers faculty appointment to the Clinical Instructor who is responsible for planning and implementation of the physical therapist assistant clinical experience at the **HEALTH CARE FACILITY**;
4. to notify the Clinical Instructor and the **HEALTH CARE FACILITY** at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;
5. to refer to the **HEALTH CARE FACILITY** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to the **HEALTH CARE FACILITY**;
6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the **HEALTH CARE FACILITY** or other such authority relative to the program prior to entrance upon premises under the program;
7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the **HEALTH CARE FACILITY**;
8. to provide professional liability insurance coverage of program participants (students) at limits of \$2,000,000 per claim/occurrence and \$5,000,000 aggregate and to provide **HEALTH CARE FACILITY** with copy of certificate of insurance evidencing such coverage;
9. to supply the Clinical Instructor with appropriate forms to be used in evaluating the performance of the assigned student; and
10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the **HEALTH CARE FACILITY** or deemed necessary for the training and guidance for the student.
11. to have the student pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY**. **COLLEGE** and/or the **HEALTH PROGRAMS** student shall be responsible for arranging for the **HEALTH**

**CLINICAL EDUCATION AGREEMENT
PORT ST. LUCIE REHABILITATION AND HEALTHCARE
PAGE 3**

PROGRAMS student medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY**.

In no event shall **HEALTH CARE FACILITY** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student will present the following health records on the first day of their educational experience at **HEALTH CARE FACILITY**. **HEALTH PROGRAMS** student(s) will not be allowed to commence experiences until all records have been received.

- i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - v. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
 - vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the **HEALTH CARE** facility
- j. **BACKGROUND CHECKS** – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:
- i. Social Security Number verification
 - ii. Criminal Search (7 years or up to 5 criminal searches)
 - iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
 - iv. Violent Sexual Offender and Predator Registry search;
 - v. HHS/OIG List of Excluded Individuals/Entities;
 - vi. GSA List of Parties Excluded from Federal programs;
 - vii. Education verification (highest degree received)
 - viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
 - ix. Applicable State Exclusion List, if one.

CLINICAL EDUCATION AGREEMENT
PORT ST. LUCIE REHABILITATION AND HEALTHCARE
PAGE 4

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

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

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

The **HEALTH CARE FACILITY** agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;
2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;
3. to provide the physical facilities and equipment necessary to conduct the clinical experience **and retain overall responsibility over patient care;**
4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by **COLLEGE** and **HEALTH CARE FACILITY** ;
5. to advise the **COLLEGE** of any changes in its personnel, operation, or policies which may affect clinical experience;
6. to determine the number of students which it can accommodate during a given period of time;
7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

**CLINICAL EDUCATION AGREEMENT
PORT ST. LUCIE REHABILITATION AND HEALTHCARE
PAGE 5**

8. to provide the assigned student with a copy of the **HEALTH CARE FACILITY** 's existing pertinent rules and regulations with which the student is expected to comply;
9. to facilitate, if necessary **in case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY**, emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);
10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the **COLLEGE** (The completed evaluation will be forwarded to the **COLLEGE** within one (1) week following conclusion of the student's clinical experience.);
11. to advise the **COLLEGE** at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);
12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the **COLLEGE**; and
13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.
2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
3. This agreement may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty days prior to June 30th of any academic year; or upon closure of the **HEALTH CARE FACILITY** provided that all students currently enrolled in the program at the **HEALTH CARE FACILITY** at the time of notice of termination, shall be given the opportunity to complete their clinical program at the **HEALTH CARE FACILITY**, such completion not to exceed six (6) months.

**CLINICAL EDUCATION AGREEMENT
PORT ST. LUCIE REHABILITATION AND HEALTHCARE
PAGE 6**

4. Students participating under this agreement shall at all times be students of the **COLLEGE** and not employees of the **HEALTH CARE FACILITY** or **COLLEGE**. The students have no claims against the **HEALTH CARE FACILITY** or **COLLEGE** for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.

5. The **COLLEGE** will provide workers' compensation insurance for all college employees paid by the College and assigned to the **HEALTH CARE FACILITY** pursuant to this agreement. The **HEALTH CARE FACILITY** must provide workers' compensation for all individuals employed and paid by the **HEALTH CARE FACILITY**.

6. This agreement shall be interpreted under the laws of the State of Florida.

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



Lisa Izquierdo, Administrator
PORT ST. LUCIE REHABILITATION AND HEALTHCARE

7/29/25

Date

Christa Luna, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President
INDIAN RIVER STATE COLLEGE

Date

**AGREEMENT BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF HEALTH
MARTIN COUNTY HEALTH DEPARTMENT
AND
INDIAN RIVER STATE COLLEGE**

The purpose of this affiliation agreement is to guide and direct a working relationship between the State of Florida, Department of Health, Martin County Health Department, hereinafter referred to as the "DEPARTMENT", and Indian River State College, by and through its School of Nursing, an institution providing nursing education, hereinafter referred to as the "SCHOOL", for the provision of learning opportunities for Nursing students.

RECITALS

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of Nursing students, and to be responsible for the education program, academic affairs, and assessment of the students.
2. To require its students to work in accordance with all DEPARTMENT procedures, policies, protocols, rules, and regulations in carrying out the relationship described herein and in making plans for the observation of and/or practice in Nursing at DEPARTMENT facilities.
3. To provide or assure that students have the necessary, required, and appropriate books, periodicals and teaching materials for SCHOOL's educational program.
4. To submit to the DEPARTMENT a schedule indicating the number and names of students who will be participating in an internship under this agreement and the names of the faculty members who will be indirectly supervising students during the students' rotation at DEPARTMENT facilities.
5. To plan student assignments in consultation with a representative of the DEPARTMENT.
6. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.
7. To provide direct supervision of students whenever students are at DEPARTMENT facilities or indirect supervision of students engaged in a mutually agreeable practicum experience with a preceptor at the DEPARTMENT.
8. To initiate and/or participate in group conferences, as requested by DEPARTMENT at mutually agreed upon times, with a designee of the DEPARTMENT for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To ensure that general and professional liability insurance insuring the SCHOOL, its employees, and its students who will be participating under this agreement, with limits of liability coverage in the amount of not less than Two Hundred Thousand Dollars (\$200,000) per claimant and Three Hundred Thousand Dollars (\$300,000) per occurrence, is obtained and maintained

throughout the term of this agreement and any renewal thereof.

10. It is a material term of this agreement and necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are covered under a general and professional liability policy with the abovementioned limits. However, it is not necessary that the SCHOOL, its employees, and its students who will be participating under this agreement are all covered under the same policy. As evidence of such coverage, the SCHOOL shall furnish to the DEPARTMENT applicable certificates of insurance sufficient to demonstrate full satisfaction of the requirements of this paragraph prior to students beginning their internship under this agreement and upon request thereafter. SCHOOL shall immediately inform DEPARTMENT of any lapses or changes to coverages that would bring SCHOOL out of compliance with this paragraph. Failure of the SCHOOL to ensure that such coverage is obtained and maintained shall be grounds for immediate termination of this agreement. If the SCHOOL is a public college or university in Florida, the SCHOOL may be self-insured through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services, or may be otherwise insured pursuant to the provisions of section 1004.24, Florida Statutes.

11. To be fully responsible for its acts of negligence, or its agents'/students' acts of negligence when acting within the scope of their employment, education, or agency in connection with this Agreement, and agrees to be liable for any damages resulting from said negligence.

12. Unless SCHOOL is a state agency or subdivision under section 768.28, Florida Statutes, or otherwise protected by sovereign immunity under its respective state law, to be liable for and indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including reasonable attorneys' fees and costs, arising out of any negligent act, actions, neglect, or omissions by the SCHOOL, its agents, students, or employees during the performance or operation of this Agreement or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. Nothing herein is intended to serve as a waiver of sovereign immunity by any school to whom sovereign immunity may be applicable nor consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

13. To require that students maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and comply with state and federal laws, including, but not limited to, section 456.057, Florida Statutes, and 45 Code of Federal Regulations Parts 160, 162 and 164. The SCHOOL will require students' compliance with any applicable professional standards of practice with respect to patient confidentiality. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality requirements outlined in the Department of Health Information Security Policies, Protocols, and Procedures, as amended, and Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which are incorporated herein by reference. The SCHOOL will require that, prior to beginning their internship at the Department, students be trained in all aspects of ethical standards pertaining to confidentiality issues and privacy rights including federal Privacy Rules and applicable state confidentiality laws. Solely for the purpose of defining students' roles in relation to the use and disclosure of the DEPARTMENT'S protected health information, the students are defined as members of the DEPARTMENT'S workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, students are not and shall not be considered employees of the DEPARTMENT. This paragraph

is not applicable to any students who do not access any confidential information.

14. To keep and maintain public records in accordance with the provisions of Chapter 119, Florida Statutes, including all public records required by the DEPARTMENT to perform the services entailed in this agreement, and to provide the public with access to such public records on the same terms and conditions that the DEPARTMENT would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; to ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the term of the agreement, including all renewals, and following completion of the agreement if SCHOOL does not transfer the records to DEPARTMENT; to meet all requirements for retaining public records as set forth in law and DEPARTMENT's retention schedules; and, upon completion of the contract, to transfer to the DEPARTMENT, at no cost to DEPARTMENT, all public records in possession of the SCHOOL and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

If the SCHOOL has questions regarding the application of Chapter 119, Florida Statutes, to the SCHOOL's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

15. To assure that all students are background screened and meet the Level 2 screening requirements of section 435.04, Florida Statutes, prior to students beginning their internship at the DEPARTMENT. The SCHOOL agrees take steps to assure that students, and any SCHOOL personnel that accompany students or have access to DEPARTMENT's confidential records, inform the DEPARTMENT's designated contact person immediately if an arrest is made or a court disposition is entered for any disqualifying offense while participating in this internship. The DEPARTMENT will immediately remove the student from the internship program, or the personnel from further involvement in the program or access to records, if DEPARTMENT determines, in its sole discretion, that continued involvement of that student or personnel would violate the requirements of section 435.04, Florida Statutes, or would otherwise pose a risk to health or safety of any individual(s) or the public. The DEPARTMENT shall not be responsible for any costs associated with this paragraph.

The DEPARTMENT agrees:

1. To provide Nursing students accepted into this internship program access to a planned supervised program of internship experience for the area(s) of practice/study mutually agreed upon by the parties.
2. To provide designated staff members as internship supervisors for students. For clinical experiences, such staff members shall be duly licensed, qualified, and experienced with no less than one year of clinical experience in their designated field and possess sufficient experience to safely and effectively supervise students participating in the rotation. The DEPARTMENT's

provision of such supervisors will not substitute for or diminish the requirement that SCHOOL provide faculty supervision as set forth in Paragraph 7 above.

3. To designate a contact person for evaluation and scheduling of student rotations and facilitation of communication between the parties.

4. To make available to the students of the SCHOOL the DEPARTMENT facilities as agreed upon by both designated contact persons.

5. To retain overall responsibility for the quantity and quality of patient care in DEPARTMENT facilities.

6. To give SCHOOL five days' notice prior to removing from the internship program any students not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the DEPARTMENT unless DEPARTMENT deems immediate removal necessary, which such removal and determination of immediate necessity shall be at the sole discretion of the DEPARTMENT.

7. To provide as available the physical facilities, equipment, supplies, and patients to supplement an educational program in accordance with the objective of providing an internship experience to Nursing students. Notwithstanding the foregoing, the DEPARTMENT may, at its discretion, temporarily remove access to facilities, equipment, supplies, and patients in the interest of the health or safety of patients, employees, students, or other interns.

8. The DEPARTMENT, a state agency or subdivision, is self-insured through the State Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. The DEPARTMENT certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the State Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties. The DEPARTMENT cannot insure or indemnify the SCHOOL, its officers, employees, students, and agents, or any third parties.

9. For student rotations designated by the SCHOOL as non-clinical, students will not participate in patient care or any other clinical activities while at the DEPARTMENT.

General Terms:

1. Independent Contractor: No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents, students, or employees. Students shall, at all times, be considered "independent" and shall, under no circumstances, be considered employees of the DEPARTMENT. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.

2. Remedies; Limitations of Liability: Neither party shall be liable to the other for punitive,

exemplary, special, indirect, or consequential damages, including without limitation, lost profits, each party's aggregate liability being limited to the other party's direct damages, and other costs set forth herein. This paragraph may only be interpreted as further limitation of the SCHOOL's and DEPARTMENT'S exposure; it shall not be interpreted as a waiver of sovereign immunity beyond that stated in section 768.28, Florida Statutes. In addition to the foregoing, the DEPARTMENT shall not be liable to students, faculty, or SCHOOL in the event of exposure to an infectious, environmental, occupational, or other hazard not caused by the willful or negligent conduct of the DEPARTMENT.

3. Notice: When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email, at the addresses set forth below. Notices shall be effective upon receipt. Presently, the parties designate the following as the respective places for giving notice:

For DEPARTMENT

Name: Nicholas Clifton, MHA
Title: Health Officer/Administrator
Address: 3441 SE Willoughby BLVD
Stuart, Florida 34994
Telephone: 772-221-4000
E-mail: Nicholas.Clifton@flhealth.gov

For SCHOOL

Name: Timothy E. Moore, Ph.D.
Title: President
School Name: Indian River State College
Address: 3209 Virginia Avenue, Fort Pierce, FL 34981
Telephone: 772-462-7544
E-mail: tmoore@irsc.edu

4. Term and Renewal: Unless terminated earlier as provided herein, the term of this agreement shall be from July 1, 2025, or the latest date of signature by the parties, whichever is later, through June 30, 2026. This agreement may be renewed on a yearly basis for no more than three years or the term of the original contract, whichever period is longer. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

5. Termination: This agreement may be terminated by either party upon no less than 30 calendar days' notice in writing to the other party, with or without cause, unless a lesser time is mutually agreed upon in writing by both parties. Such notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The parties will thereafter work cooperatively to coordinate the termination of the services provided under this agreement and use their best efforts to schedule such termination on a date that allows internship rotation(s) already in progress to be completed where circumstances permit.

6. Entire Agreement and Modification: This agreement represents the entire understanding of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements, representations, and discussion, whether oral or written. This agreement may only be altered, amended, or modified in a writing signed by both parties.

7. Jurisdiction and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without respect to its conflict of laws principles. With respect to any action arising out of this agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Martin County, Florida.

8. Capacity: Each individual signing this agreement on behalf of either party individually warrants that he or she has the full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

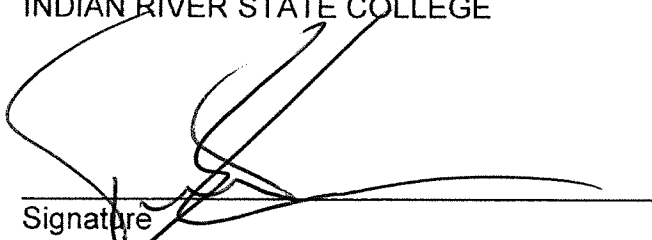
9. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

10. Cooperation with the Inspector General: SCHOOL acknowledges and understands that it has a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to section 20.055(5), Florida Statutes.

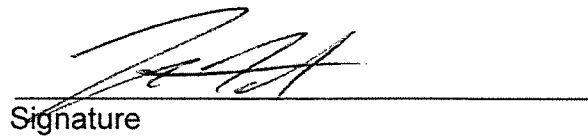
IN WITNESS WHEREOF, the parties approve this agreement and have caused it to be executed by their undersigned officials who are duly authorized.

INDIAN RIVER STATE COLLEGE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
MARTIN COUNTY HEALTH DEPARTMENT



Signature



Signature

Name: Timothy E. Moore, Ph.D. _____

Name: Nicholas Clifton _____

Title: President _____

Title: Health Officer/Administrator _____

Date: 9/9/25 _____

Date: 8/19/25 _____



TOPIC: Cognizant Project Change Orders

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

We are seeking approval of Cognizant Project Change Orders for PROJ_70873 / IRSC – AMS/CVS:

1. #CO09 – Extension of Workday Support, AMS/CVS SOW Term from July 1, 2025 – July 31, 2026, average incoming Service Desk Ticket volume and Workday Support demand for ‘Functional Configuration’ and ‘Technical Integration’ for HR, Finance, Students functional areas. In the event of duplicate tickets, they will be merged into one primary ticket and counted as one.
2. #CO10 – Provide the additional support requested towards the Bibliu Integrations, Data Conversion – Change requests and Round 4: Export and Transformation, Pre-validation Support.

ALTERNATIVE(S): Delay ERP Implementation

FOR CONTRACTS:

1. **TERM:**
 - a. #CO09 – Extension July 1, 2025 – July 31, 2026
 - b. #CO10 – Follows project plan schedule

2. **FISCAL IMPACT:**
 - a. #CO09 - \$2,518,721 (previous submitted change order in August reflected only 12 months for \$2,463,435, should have been 13 months. Also negotiated \$150,000 good faith discount for 13 months.)
 - b. #CO10 - \$21,520

3. **TERMINATION TERMS:** N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	Indian River State College (IRSC)
SOW/Project Name:	PROJ_70873 / IRSC – AMS/ CVS
Change Order #:	CO09
Project Manager (Client):	Praveen Toteja
Project Sponsor (Client):	Timothy Moore
Service Delivery Manager (CSLLC):	Chirajit Bhawal, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	Jul 31, 2025
Change Type:	Extension of Workday Support, AMS/ CVS SOW Term from Jul 1, 2025 - July 31, 2026, average incoming Service Desk Ticket volume and Workday Support demand for 'Functional Configuration' and 'Technical Integration' for HR, Finance, Students functional areas. In the event of duplicate tickets, they will be merged into one primary ticket and counted as one.
Impact Assessed by:	Praveen Toteja, Chirajit Bhawal.
Priority:	High
Billing:	Bill under current project
Contract Line Type:	Fixed Fee Installment/Milestone
Is new PO# required?	No new PO# needed

Request Description

This Change order is for the Extension of the Workday Support, AMS/ CVS SOW Term from Jul 1, 2025 – July 31, 2026, incoming ticket volume and Workday support demand for 'Functional Configuration' and 'Technical Integration' for HR, Finance, Students functional areas. In the event of duplicate tickets, they will be merged into one primary ticket and counted as one.

Business Purpose / Reason for Change

IRSC has requested for the **Extension of Workday Support** from Jul 1, 2025 – July 31, 2026, following the Banner Implementation updated Go Live date.

Impact Assessment

Project Activities Affected:	Extension of Workday Support from Jul 1, 2025 – July 31, 2026, based on the 2024-2025 average incoming ticket volume and Workday support demand for 'Functional Configuration' and 'Technical Integration'. In the event of duplicate tickets, they will be merged into one primary ticket and counted as one.			
Deliverables Affected:	<ul style="list-style-type: none"> - CSLLC will support an average volume of tickets per month for 'Functional Configuration' and 'Technical Integration' under HR, Finance, Students, Integration areas. This includes incident triaging, break fixes and regular run / maintain tasks. In the event of duplicate tickets, they will be merged into one primary ticket and counted as one. - The range of tickets can be between 300 and 600 a month based on the slow times and peak time. - Any New Major Enhancements/ Requests that exceeds the available capacity (300 hours/ month), will be considered for additional CO upon mutual agreement. 			
Project Schedule:	The Workday Support loading to continue from Jul 1, 2025 – Jul 31, 2026.			
Estimated Effort and Cost	The Payment schedule for this CO will be invoiced to IRSC as per below:			
	CSLLC Milestone/ Event	Monthly Invoice Amount	Annual Total Invoice Amount	Total Contract Amount
	Extension of Workday Support Jul 2025 - Jul 2026)	\$205,286.25	\$2,668,721	
	Good Faith Discount	(\$11,538.46)	(\$150,000)	
	Total	\$193,748	\$2,518,721	\$2,518,721

Payment Terms

Fixed Fee SOW: This Change Order will be billed monthly on a Fixed Fee basis based on the FTE Allocation at the rates set forth in the SOW and as identified in the Pricing Matrix.

Assumptions

- IRSC will provide the business requirements for the prioritized INT, HR, STU and FINS projects and enhancements.
- IRSC to provide the work-related systems access within 3 business days of the onboarding, if required.
- All Assumptions from the SOW dated January 2, 2024, as amended, apply to this Change Order.
- Cognizant SDM will ensure the CVS resources will be leveraged based on the requirement on a need basis.



Authorization

IRSC Authorization Signature

Susan Guerra
Susan Guerra (Sep 3, 2025 13:32:57 PDT)

Collaborative Solutions, LLC Authorization Signature

Timothy E. Moore, Ph.D.
Name

Susan Guerra
Name

President
Job Title

Workday Global Practice Leader
Job Title

8/29/25
Date

09/03/2025
Date

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	Indian River State College (IRSC)
SOW/Project Name:	PROJ_70873 / IRSC – AMS/CVS
Change Order #:	CO10
Project Manager (Client):	Praveen Toteja
Project Sponsor (Client):	Timothy Moore
Service Delivery Manager (CSLLC):	Chirajit Bhawal, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	Jul 31, 2025
Change Type:	Change requests: <ol style="list-style-type: none">1. Bibliu: Integration Changes,2. Data Conversion R3/ R3.5: Integration Change Requests3. Data Conversion R4: Export and Transformation, Pre-validation Support
Impact Assessed by:	Praveen Toteja, Chirajit Bhawal.
Priority:	High
Billing:	Bill under current project
Contract Line Type:	Fixed Fee Installment/Milestone
Is new PO# required?	No new PO# needed

Request Description

This Change order is to provide the additional support requested towards the Bibliu Integrations, Data Conversion - Change requests and Round 4: Export and Transformation, Pre-validation Support.

Business Purpose / Reason for Change

IRSC has requested to provide the additional support requested towards the Bibliu Integrations, Data Conversion - Change requests and Round 4: Export and Transformation, Pre-validation Support.

Impact Assessment

Project Activities Affected:	Change Request support requested for the following:			
	Deliverables Affected:			
		Change Type	Description	Est Hours
		Bibliu: Integration Changes	SFAIN - (Workday Outbound) - INT411 BibliU SFAIN Balance Outbound - CR request for 80 Hours completed to convert the EIB to Studio integration. This CR was needed to accommodate IRSC's award calculations and advanced Financial Aid logic. Request was for the SFAIN file to use the same logic configured in the outbound integrations from IRSC's previous bookstore point-of-sale.	130
SFAOUT - (Workday Inbound)- INT412_BibliU_SFAOUT_Charges_Inbound - Refund/adjustments have been requested to be implemented into this file. When negative amounts are returned from BibliU, the charge should post to the Student's account as an adjustment. - 50 hours				
Data Conversion R3/ R3.5: Integration Change Requests	Change Request List following R3 / R3.5 reports	210		
Data Conversion R4: Export and Transformation, Pre-validation Support	Workday to Banner File Preparation for R4. ~1 Week Lead time needed for Extraction/ Transformation and Pre-validation after the cut-off date and before file delivery date to Ellucian.	120		
Project Schedule:	The Change request follows the Project plan/ schedule.			

Estimated Effort and Cost	The Payment schedule for this CO will be invoiced to IRSC as per below:			
	CSLLC Milestone/ Event	Monthly Invoice Amount	Annual Total Invoice Amount	Total Contract Amount
	Bibliu: Integration Changes	\$5,200.00	\$5,200.00	\$5,200.00
	Data Conversion R3/ R3.5: Integration Changes	\$8,400.00	\$8,400.00	\$8,400.00
	Data Conversion R4: Export and Transformation, Pre-validation Support	\$7,920.00	\$7,920.00	\$7,920.00
Total	\$21,520	\$21,520	\$21,520	

Payment Terms

Fixed Fee SOW: This Change Order will be billed monthly on a Fixed Fee basis based on the FTE Allocation at the rates set forth in the SOW and as identified in the Pricing Matrix.

Assumptions

- IRSC will provide the business requirements for the prioritized INT, HR, STU and FINS projects and enhancements.
- IRSC to provide the work-related systems access within 3 business days of the onboarding, if required.
- All Assumptions from the SOW dated January 2, 2024, as amended, apply to this Change Order.
- Cognizant SDM will ensure the CVS resources will be leveraged based on the requirement on a need basis.

Authorization

IRSC Authorization Signature	Susan Guerra (Sep 3, 2025 14:32:19 PDT) Collaborative Solutions, LLC Authorization Signature
Timothy E. Moore, Ph.D.	Susan Guerra
Name	Name
President	Workday Global Practice Leader
Job Title	Job Title
8/29/25	09/03/2025
Date	Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement between Indian River State College, Criminal Justice Institute and PFD Instruction LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Emergency Response Dive 1 Training course to be offered at the Massey Campus using Region XI funds. This 24-hour course for law enforcement officers provides instruction on murky water diving for Law Enforcement dive teams.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. **TERM:** October 6-8th, 2025
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** This MOA shall terminate October 8th, 2025 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Louis Caprino

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25



Indian River State College

MEMORANDUM OF AGREEMENT (MOA)

between

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

and

PFD Instruction, LLC

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and PFD Instruction, LLC with a business address of 290 Berenger Walk, Royal Palm Beach, FL 33414 (collectively referred to as the “Signatory Parties”).

II. BACKGROUND

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

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

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

III. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and PFD Instruction relating to training in ERD 1 Diver or Tender Course.

The scope of this MOA is limited to the development and execution of a 24-hour training course, ERD 1 Diver or Tender Course. The training will be held on October 6th, 2025, through October 8th, 2025 at IRSC’s Treasure Coast Public Safety Training Complex in Fort Pierce, Florida.

IV. IRSC-CJI’S RESPONSIBILITIES UNDER THIS MOA

- a) Provide facility for training.

b) Advertise Course to Region XI

V. INTERNATIONAL HOLDINGS LLC DBA EMERGENCY RESPONSE DIVING INTERNATIONAL'S RESPONSIBILITIES UNDER THIS MOA

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

VI. FEES/PAYMENTS

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

Item/Service	Fees
Two (2) Commission Certified Instructors for 24-hours, ERD 1 Diver or Tender Course; Oct 6-8, 2025	\$4,950.00
	\$0.00
	\$0.00

VII. NOTICES

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

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

Craig Davis
PFD Instruction, LLC
290 Berenger Walk
Royal Palm Beach, FL 33414

VIII. USE OF INTELLECTUAL PROPERTY

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

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by

the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

IX. AMENDMENTS

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

X. TERMINATION OF AGREEMENT

This MOA shall terminate October 8th, 2025 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

XI. DISPUTE RESOLUTION

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

XII. LIMITATION OF MEMORANDUM

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

XIII. GOVERNING LAW

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

XIV. ENTIRE AGREEMENT

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

XV. SEVERABILITY

If any provision of this MOA, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this MOA and application of such provision to

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

XVI. EFFECTIVE DATE

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

XVII. COUNTERPARTS

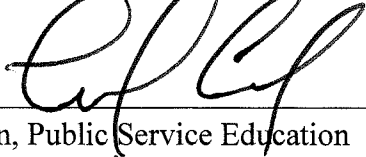
This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one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

XVIII. SIGNATORY AUTHORITY

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

****SIGNATURE PAGE TO FOLLOW****

Indian River State College



Dean, Public Service Education

Date: 8/27/2025

PFD Instruction, LLC



Craig Davis, Co-Founder

Date: 8-27-25

Provost/Vice President of Academic Affairs, CAO

Date: _____

President or Designee

Date: _____

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement between Indian River State College and St. Lucie County Sheriff's Office

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

This agreement identifies the roles, responsibilities and relationship between IRSC and the St. Lucie County Sheriff's Department for providing non-credit professional development trainings to Sheriff's department staff.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** September 30, 2027
2. **FISCAL IMPACT:** Potential Revenue estimated at \$5,820.00 annually
3. **TERMINATION TERMS:** 14 days prior written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 8/29/25

BOARD ACTION:

DATE: 9/23/25



MEMORANDUM OF AGREEMENT (MOA)

between

Indian River State College

and

St. Lucie County Sheriff's Office

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between Indian River State College (IRSC), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the St. Lucie County Sheriff's Office, whose address is 4700 W Midway Road, Fort Pierce, FL 34981 (collectively referred to as the "Signatory Parties").

II. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC and St. Lucie County Sheriff's Office relating to non-credit a-la-carte training programs.

The scope of this MOA is limited to the development and execution of "A-la-Carte Training" to be held on the dates agreed to by each party at an Indian River State College location.

III. IRSC'S RESPONSIBILITIES UNDER THIS MOA

- a) Provide Instructor and location.
- b) Provide evaluations and student sign in sheet to client.
- c) Provide necessary materials for training for up to 25 participants.
- d) Provide participants with certificates of completion.

IV. ST. LUCIE COUNTY SHERIFF'S OFFICE RESPONSIBILITIES UNDER THIS MOA

- a) Encourage program participation
- b) Provide communication to participants regarding class, including topics, schedule, and location.
- c) Provide sufficient notification of requested training dates and topics as outlined herein.

V. FEES/PAYMENTS

St. Lucie County Sheriff's Office will pay IRSC the amount outlined below for each training offered. This payment must be made in full within 30-day of receiving the invoice.

Item/Service	Fees
<p>“a la Carta Training” The client will choose from any of the selections in our a la carte training catalog, not to exceed four hours of instruction, with a maximum of 25 students per class, and give IRSC 60 days’ notice to coordinate instructors and location. New training topics not currently offered may be requested with a minimum of 90 days notice.</p>	<p>\$970 per four-hour session.</p>

VI. NOTICES

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

Stephanie Etter

Dean, School Education
 Indian River State College
 3209 Virginia Avenue
 Fort Pierce, FL 34981
 772-462-7967
 setter@isrsc.edu

Jamie Sparks

Executive Manager
 Office of the Sheriff
 4700 W Midway Road
 Fort Pierce, FL 34981
 772-462-3205
 JSparks@stluciesheriff.com

VII. USE OF INTELLECTUAL PROPERTY

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

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by

the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

VIII. AMENDMENTS

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

IX. TERMINATION OF AGREEMENT

This MOA shall terminate on September 30, 2027, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party. Upon such termination, the Contract waives any claims for damages from the termination without cause, including without limitation, any and all consequential damage claims.

XI. SOVEREIGN IMMUNITY

St. Lucie County Sheriff's Office and IRSC are state agencies or subdivision as defined in Section 768.28, F.S. St. Lucie County and IRSC shall be responsible for its own acts of negligence which result in claims or suits arising out of the MOA, and agrees to be liable to the limits set forth in Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency to be sued by third parties in any matter arising out of the MOA.

XII. DISPUTE RESOLUTION

The parties agree to make good faith efforts to resolve disputes at the lowest level possible. If a dispute should arise as to the adequacy of performance under this MOA, it shall be resolved promptly by conference of authorized representatives of both parties. If the matter cannot be resolved, the parties shall submit the matter to the County Administrator and President of the College for resolution. If the dispute cannot be resolved to the satisfaction of both parties at the Administrator/President level, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

XIII. LIMITATION OF MEMORANDUM

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

XIV. GOVERNING LAW

This MOA shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state. In the event it is necessary for either party to initiate legal action regarding this MOA, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court. Each party shall be responsible for its own attorney's fees and costs.

XV. ENTIRE AGREEMENT

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

XVI. SEVERABILITY

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

XVII. INDEPENDENT ENTITIES

The Sheriff's Office and Contractor are independent entities. Nothing herein shall be construed or interpreted as creating a relationship of joint ventures, principal and agent or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other party.

XVIII. PUBLIC RECORDS

IRSCE shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by IRSC in conjunction with this MOA.

XIX. EFFECTIVE DATE

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

XX. COUNTERPARTS

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

XXI. SIGNATORY AUTHORITY

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

Indian River State College

St. Lucie County Sheriff's Office

Dr. Timothy Moore, President

Richard R. Del Toro, Sheriff

Date: _____

Date: _____

Christa Luna, Chair, District Board of Trustees

Date: _____



TOPIC: Memorandum of Understanding between Indian River State College and Ballet Vero Beach for the Co-Production of *Spring Flings*.

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The purpose of this MOU is to provide both parties with opportunities to increase patron awareness and expand their audience demographics. This collaboration directly supports the mission of Indian River State College by fostering community engagement and outreach, while also enriching the educational experience of Indian River State College students.

ALTERNATIVE(S): N/A

FISCAL IMPACT: While not the sole aim, it is understood that these co-productions will strive to accrue profits to be shared between both parties.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Scott Stein

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

MEMORANDUM OF UNDERSTANDING BETWEEN
INDIAN RIVER STATE COLLEGE AND BALLETT VERO
BEACH FOR CO-PRODUCTION OF “THE
COLLEGE/BVB Spring Flings 2026”

This Memorandum of Understanding ("MOU") is entered into on this, the 23rd day of September, 2025 “Effective Date,” (which shall be the date this MOU becomes fully executed), by and between Indian River State College (hereafter referred to as “The College”) a political subdivision of the State of Florida, located at 3209 Virginia Avenue, Ft. Pierce, Florida 34981 and Ballet Vero Beach, (hereafter referred to as "BVB") located at 2135 Winward Way #209, Vero Beach, Florida 32963 and are hereafter individually referred to as the "Party" or collectively as the "Parties."

Purpose:

The purpose of this MOU is to establish a framework for The College/BVB co-production of *Spring Flings 2026*, hereafter referred to as “The College/BVB Co-Pro Spring Flings 2026,” including collaboration, responsibilities, and contributions of each party:

Production Performance Dates:

Spring Flings Performance Dates:

- May 15th, 2026 at 7:00 PM
- May 16th, 2026 at 2:00 PM

Project Summary:

The purpose of this co-production is to provide both parties with opportunities to increase patron awareness and to expand their respective audience demographics. This collaboration directly supports the mission of Indian River State College by fostering community engagement and outreach, while also enriching the educational experience of Indian River State College students. While not the sole aim, it is understood that this co-production will strive to accrue profits to be shared equally between both parties.

The “The College/BVB Co-Pro Spring Flings 2026” will be a dance concert conceived and created by BVB and presented by Indian River State College Performing Arts. “The College/BVB Co-Pros Spring Flings 2026” will function as a part of both Parties' annual performance seasons and be marketed as such by each of the Parties.

1) Mutual Responsibilities:

- a) Marketing for “The College/BVB Co-Pro Spring Flings 2026” will be the responsibility of both parties, in accordance with each party's normal standards for their respective annual seasons.
- b) All forms of advertising, publicity, and specific use of respective parties' logos must be approved by authorized representatives of each party.

- 2) BVB Responsibilities:
 - a) BVB will create, cast, and design the production "The College/BVB Co-Pro Spring Flings 2026";
 - b) BVB will retain all rights and ownership relating to "The College/BVB Co-Pro Spring Flings 2026";
 - c) All financial and legal obligations relating to the cast, as well as any BVB design staff or production crew will be borne by BVB;
 - d) BVB will be responsible for supplying The College with a Certificate of Liability Insurance that satisfies The College's insurance requirements
- 3) The College Responsibilities:
 - a) The College will provide access to and use of the McAlpin Fine Arts Center (hereafter referred to as "venue") to BVB for the above mutually agreed upon dates and any additional mutually agreed upon dates related to the production of "The College/BVB Co-Pro Spring Flings 2026". Rehearsal dates may be adjusted according to artistic and/or technical need by written mutual agreement of both parties.
 - b) The College will provide all theater equipment, including but not limited to the lighting and audio control system, lighting instruments, and audio equipment.
 - c) The College will provide any and all associated venue operational services, including but not limited to maintenance, custodial, and security, in accordance with the standard Indian River State College Performing Arts Department productions, for the duration of the production/rehearsal and performances of "The College/BVB Co-Pro Spring Flings 2026"
 - d) The College will provide house management and box office services, including online and telephone ticket sales, credit card processing, a house manager, a box office manager, and front-of-house staff related to the production of "The College/BVB Co-Pro Spring Flings 2026" These services will commence on the effective date of this agreement and will continue until two months after the final performance.
- 4) Financial Contributions: The Parties agree to the following financial contributions and division of profits:
 - a) The Parties will split all revenue from each production in a ratio of 50/50, after The College deducts any fees related to ticket sales.

MISCELLANEOUS

1. This MOU is non-exclusive and will become effective on the Effective Date for the duration of the co-production of "The College/BVB Co-Pro Spring Flings 2026" It may be renegotiated upon the mutual written consent of the Parties. This MOU may be amended upon the written consent of the Parties. The MOU may be terminated by either party with 90 days written notice.
2. This Agreement is subject to all federal, state, and local laws. The parties expressly agree to maintain records in compliance with the Florida Public Records Act, Florida Statutes Chapter 119. Venue for any disputes arising out of this MOU shall be in the courts of St. Lucie County, Florida.
3. BVB agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and within the limits provided by law. The parties recognize that IRSC's liability is subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the IRSC has under said statute or as consent to be sued by third parties. The provisions of this section shall survive termination of this Agreement.
4. Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person enrollment or participation in "The College/BVB Co-Pro Spring Flings 2026," based upon the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

INDIAN RIVER STATE COLLEGE

By: _____
Christa Luna
Chair, District Board of Trustees

By: _____
Timothy E. Moore, Ph.D.
President

Date: September 23, 2025

BALLET VERO BEACH

By: _____

Date: _____

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding between Indian River State College and Port St. Lucie Community Band for the Co-Production of *Sounds of the Season* and *Stage & Screen-Music from Broadway & Film*

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The purpose of this MOU is to provide both parties with opportunities to increase patron awareness and expand their audience demographics. This collaboration directly supports the mission of Indian River State College by fostering community engagement and outreach, while also enriching the educational experience of Indian River State College students.

ALTERNATIVE(S): N/A

FISCAL IMPACT: While not the sole aim, it is understood that these co-productions will strive to accrue profits to be shared between both parties.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Scott Stein

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

MEMORANDUM OF UNDERSTANDING BETWEEN
INDIAN RIVER STATE COLLEGE AND PORT ST.
LUCIE COMMUNITY BAND FOR PRODUCTION OF
IRSC/PSLCB CO-PROS 2025

This Memorandum of Understanding ("MOU") is entered into on this, the 23rd day of September, 2025 "Effective Date," (which shall be the date this MOU becomes fully executed), by and between Indian River State College (hereafter referred to as "The College") a political subdivision of the State of Florida, located at 3209 Virginia Avenue, Ft. Pierce, Florida 34981 and Port St. Lucie Community Band, (hereafter referred as "PSLCB") located in St. Lucie County, PO Box 7562, Port St. Lucie, Florida 34985 and are hereafter individually referred to as the "Party" or collectively as the "Parties." The Parties agree to collaborate to develop and perform quality productions to advance the needs of the Port St. Lucie Community Band and Indian River State College

1) Purpose:

The purpose of this MOU is to establish a framework for the co-production of the following instrumental concerts, *Sounds of the Season* and *Stage & Screen-Music from Broadway and Film*, hereafter referred to as "IRSC/PSLCB Co-Pros 2025/2026," including collaboration, responsibilities, and contributions of each party:

Production Performance Dates:

Sounds of the Season Performance Dates:

- December 4, 2025 7:00 PM
- December 5, 2025 7:00 PM
- December 6, 2025 2:00 PM
- December 7, 2025 2:00 PM

Stage & Screen-Music from Broadway & Film Performance Dates:

- March 26, 2026 7:00 PM
- March 27, 2026 7:00 PM
- March 28, 2026 2:00 PM
- March 29, 2026 2:00 PM

1) Project Summary:

The purpose of these co-productions is to provide both parties with opportunities to increase patron awareness and to expand their respective audience demographics. This collaboration directly supports the mission of Indian River State College by fostering community engagement and outreach, while also enriching the educational experience of Indian River State College students through their participation in high-quality performing arts productions alongside accomplished community musicians. While the primary focus is on educational and community impact, it is understood that the productions will also be managed with the intent to generate revenue.

The “IRSC/PSLCB Co-Pros 2025/2026” will be instrumental concerts, rehearsed and performed as a collaboration between musicians from Indian River State College (both currently enrolled students and alumni) and the Port St. Lucie Community Band. “IRSC/PSLCB Co-Pros 2025/2026” will function as a part of both Parties' annual performance seasons and be marketed as such by each of the Parties.

- 2) Mutual Responsibilities:
 - a) Marketing for the “IRSC/PSLCB Co-Pros 2025/2026” will be the responsibility of both parties equally, in accordance with each party's normal standards for their respective annual seasons.
 - b) All forms of advertising, publicity, and specific use of respective parties' logos must be approved by authorized representatives of each party.
- 3) PSLCB Responsibilities: PSLCB agrees to fulfill the following commitments regarding the “IRSC/PSLCB C-Pros 2025/2026”:
 - c) PSLCB will provide musicians and performers for all events related to the “IRSC/PSLCB Co-Pros 2025/2026” as outlined in Article 1.
 - d) The musicians and performers from PSLCB agree to attend and participate in all rehearsals for “IRSC/PSLCB Co-Pros 2025/2026” that are considered necessary by the designated Conductor to ensure the artistic success of the productions.
 - e) Unless otherwise agreed upon by both parties, PSLCB musicians will supply and maintain their own instruments. The use of instruments owned by Indian River State College will be subject to the discretion of the Chair of the Performing and Visual Arts Department.
 - f) PSLCB will provide Indian River State College with a Certificate of Liability Insurance that meets the college’s insurance requirements for the duration starting from the “Effective Date” of this MOU through the final performance of the “IRSC/PSLCB Co-Pros 2025/2026.” The coverage shall be for no less than \$1,000,000 per incident, with Indian River State College named as an additional insured party.
- 4) IRSC Responsibilities: The College agrees to provide the following for the “IRSC/PSLCB Co-Pros2025/2026”
 - g) a) The College will grant PSLCB access to and use of the physical premises known as the “McAlpin Fine Arts Center” (hereafter referred to as "the venue"). This access includes all performance spaces, dressing rooms, bathrooms, lobbies, hallways, and box office areas for the mutually agreed-upon performance dates, all associated rehearsal dates, and any additional dates agreed upon by both parties related to the production of “IRSC/PSLCB Co-Pros2025/2026.” Rehearsal dates may be adjusted as needed for artistic and/or technical reasons, by mutual agreement of both parties.
 - h) b) College will provide all necessary venue operational services, including, but not

limited to, electrical service, water and sewer services, garbage and recycling services, internet access, custodial services, security, and general maintenance services in alignment with standard practices for the Performing and Visual Arts Department's season productions. These services will be available for the duration of the production, rehearsal, and performance period related to "IRSC/PSLCB Co-Pros2025/2026."

- i) The College will provide all theater equipment, including but not limited to the lighting and audio control systems, lighting instruments, and sound equipment.
 - j) The College will be responsible for and provide all creative and artistic direction related to the production of "IRSC/PSLCB Co-Pros2025." This includes the services of the artistic director, conductor, design staff, technical staff, run crew, and front-of-house staff.
 - k) The College will provide all house management and box office services, including online and telephone ticket sales, credit card processing, a house manager, a box office manager, and front-of-house staff related to the production of "IRSC/PSLCB Co-Pros2025/2026". These services will commence on the effective date of this agreement and will continue until one month after the final performance.
- 5) Financial Contributions: The Parties agree to the following financial contributions and division of costs and profits:
- l) The Parties will split all revenue from each production in a ratio of 65/35, after The College deducts any fees related to ticket sales. The College will receive 65 percent, and PSLCB will receive 35 percent of the total revenue remaining after these fees are deducted.
 - m) Any donations received in relation to the production of "IRSC/PSLCB Co-Pros 2025/2026" will be divided equally between the Parties at a 50/50 ratio.
 - n) All marketing and production expenses directly related to the "IRSC/PSLCB Co-Pros2025/2026" will be shared, with PSLCB's portion not to exceed \$1,000.
 - o) The Indian River State College Theatre Scholars club will retain exclusive rights to sell concessions before and during all performances of "IRSC/PSLCB Co-Pros2025/2026"
 - p) As part of this agreement, Indian River State College shall provide Port St. Lucie Community Band with access to the McAlpin Fine Arts Center, including the services of its staff, at no cost, for one (1) additional concert performance. This performance shall be solely produced and presented by Port St. Lucie Community Band and shall not be co-produced with Indian River State College.

MISCELLANEOUS

1. This MOU is non-exclusive and will become effective on the Effective Date for the duration of the co-production of "IRSC/PSLCB Co-Pros 2025/2026". It may be renegotiated upon the mutual written consent of the Parties. This MOU may be amended upon the written consent of the Parties. The MOU may be terminated by either party with 90 days written notice.
2. This Agreement is subject to all federal, state, and local laws. The parties expressly agree to maintain records in compliance with the Florida Public Records Act, Florida Statutes Chapter 119. Venue for any disputes arising out of this MOU shall be in the courts of St. Lucie County, Florida.
3. PSLCB agrees to be responsible for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and within the limits provided by law. The parties recognize that The College's liability is subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that The College has under said statute or as consent to be sued by third parties. The provisions of this section shall survive termination of this Agreement.
4. Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person participation in the co-production of "IRSC/PSLCB Co-Pros 2025/2026," based upon the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

INDIAN RIVER STATE COLLEGE

By: _____
Christa Luna
Chair, District Board of Trustees

By: _____
Timothy E. Moore, Ph.D.
President

Date: September 23, 2025

PORT ST. LUCIE COMMUNITY BAND

By: _____

Date: _____



TOPIC: Pathify Software Order Form

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

We are seeking approval of the Pathify Software Order Form for software for the Student Portal, Student Communities, Student Success and Prospect Portal users.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** August 24, 2025 – August 24, 2026
2. **FISCAL IMPACT:** \$163,675
3. **TERMINATION TERMS:** N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

Customer Information

Institution	Indian River State College		
Supplier	Path Education Inc. is a Delaware corporation (EIN 82-2083526) which markets a suite of products and services under the name 'Pathify' (" <u>Products</u> ").		
Main Address	3209 Virginia Ave, Fort Pierce, FL 34981		
Main Contact & Signing Authority	Praveen Toteja	Email	praveen.toteja@irsc.edu
Billing Contact	Gina Halleran	Billing Email	accounts-payable@irsc.edu
Purchase Order Number	Please provide a copy of your PO number as soon as possible upon signing.		
Tax Status	Is your institution tax exempt? YES		

Order Details

Sales Contact	Cole Peterson	Email	cole.peterson@pathify.com
Term	12 Months	Effective Date	August 24, 2025
Order Expiration Date	August 22, 2025	Payment Method	Invoice, net-30 ACH
Payment Terms	<p>Unless specified otherwise or agreed between Pathify and the Customer, the fees specified in this Order Form are in USD for each contract year and are effective until the end of the Term.</p> <p>On the Effective Date of this Order Form, Pathify will invoice Customer for the total fees corresponding to Year 1 and thereafter, if applicable, prior to the end of the then-current year, Pathify will invoice Customer for the total fees corresponding to the following year, in each case as set forth on this Order Form.</p>		
Approved Usage	Customer acknowledges they may provision student, prospect, faculty and staff Users on the Pathify Software. Unless otherwise indicated, additional user types such as alumni and/or delegate Users may be added in the future with a separate Order Form.		

Product Details Year 1

Product*	Amount	Year 1 Total**
Student Portal	Up to 16,492 student Users	\$163,675
Student Communities		
Student Success		
Prospect Portal	N/A	

*By signing this Order Form, the Customer represents that access has been provided to the documents related to the various Products mentioned above (whose links are included in the table above and can be accessed by clicking on the relevant Product name) and are incorporated by reference herein.

**All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes) due under this Order Form are exclusive of all applicable taxes, unless otherwise provided in an Order Form. The Customer shall be responsible for all taxes (except for taxes based on the Supplier income) unless the Customer provides the Supplier with an appropriate certification of exemption.

Legal Terms

Definition. Capitalized terms used in this Order Form, but not otherwise defined, will have the meaning set forth in the Agreement.

Terms & Conditions. This Order Form is executed by and between **Path Education Inc.** ("Pathify" and/or "Supplier") and **Indian River State College** ("Customer"). In addition to the terms and conditions contained herein, Customer acknowledges and agrees that all use of the Pathify Software and Services shall be subject to the terms (which are incorporated herein by reference and made a part hereof) of the Pathify Master Services & Software Licence Agreement (the "Agreement"), found at [Terms | Pathify](#).

Amendment. The Customer further acknowledges and agrees that the Supplier may unilaterally update the Agreement from time to time and any such update: (i) which does not materially alter the rights and obligations of the Customer shall become enforceable between the Parties upon notification to the Customer, unless the Customer specifically disagrees to such update in writing within ten (10) Business Days from receipt of such notification; or (ii) which does materially alter the rights and obligations of the Customer shall become enforceable between the Parties upon notification to the Customer, and acceptance by, the Customer.

No refund. Unless specified otherwise in this Order Form or the Agreement and absent any material breach of the Agreement from Pathify, none of the fees already paid by the Customer shall be refunded.

Governing law & jurisdiction. This Order Form and the Agreement (together with any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the **State of Florida** and the Parties agree that any action brought by either Party shall be brought in, and each Party agrees to, and does hereby, submit to the jurisdiction and venue of, the **State of Florida**.

A copy of our W-9 can be found at [Path Education Inc. W-9](#).

Custom Implementation

- Additional widgets, integrations, and other custom work not outlined in this Order Form will not be implemented without a written, signed Order Form setting forth additional scope and price.

Additional Terms

- This Order Form, and all associated pricing, **will expire if not executed on or before August 22, 2025.**
- Within 60 days of the Effective Date, Customer will provide a quote for a press release regarding the renewed partnership with Pathify.
- Throughout the term of this Agreement, Customer may provide access to **up to 16,492 student Users.**
- Throughout the term of this Agreement, Customer may provide access to all prospect, faculty and staff users.

Signatures

Agreed To (Indian River State College)

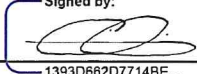
Signature: _____

Name: Timothy E. Moore, Ph.D.

Title: President

Date: 8/21/25

Agreed To (Path Education Inc.)

Signed by: 
Signature: _____
1393D662D77148E...

Name: Chase Williams

Title: CEO

Date: 8/20/2025



TOPIC: September 2025 Personnel Actions

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the following Personnel Actions: Full-Time Appointments, Retirements, Separations of Service, Regular Part-Time Appointments, Part-Time Temporary Non-Instructional Appointments, and Part-Time Instructional Certifications.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Alessandra Thompson

DATE: 9/4/25

BOARD ACTION:

DATE: 9/23/25

September 2025 – Personnel Actions

Full-Time Appointments:

1. Krystal Allen (Salon Manager, Cosmetology)
2. Camila Alvarez (Assistant Instructional Dean, School of Nursing)
3. Donald Bergmann (Chief of Campus Safety, Office of the President)
4. Jennifer Borges (Instructional Coordinator, STAGE)
5. Elizabet Carballido (Custodian, Custodial)
6. Shelia Carter (Infant/Toddler Lead Teacher, Child Development Center)
7. Melissia Clarke (Assistant Director of Career Pathways, Recruitment and Admissions)
8. Steven Coon (Assistant Professor I, Biological Sciences)
9. Katelyn Crews (Library Administrative Coordinator, Learning Resources)
10. Joseph DellaRocca (Head Softball Coach, Athletics)
11. Juana Deleon (Recruitment and Retention Specialist, Adult Secondary Education)
12. Brenda Diaz (Training and Instructional Design Facilitator, IPDAE)
13. Kari Eden (Administrative Assistant III, Academic Affairs)
14. Mildre Feliz (Career Pathways Facilitator, Adult Secondary Education)
15. Noe Gamez (Groundskeeper, Grounds)
16. Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)
17. Brittney Gulino (Campus Director - Mueller Campus, Student Success)
18. Bobbie Kalidonis (Accounts Receivable Specialist, Accounts Receivable)
19. Alexander Kanter (Assistant Instructional Dean, Mathematics)
20. Christina Kelly (Instructor, Cosmetology)
21. Christine Kenny (Assistant Professor I, School of Nursing)
22. Katlyn Klein (Military and Veteran's Services Advisor, Military and Veterans Services)
23. Sarah Lisle (Assistant Professor I, Accounting Technology)
24. Michael Lyons (Assistant Men's Basketball Coach, Men's Basketball Athletics)
25. Gianinna Mitchell (Career Pathways Facilitator, Adult Secondary Education)
26. Lashain Morgan (Interim - Academic Advisor, Advising Services)
27. Andrew Murdza (Assistant Professor I, Mathematics)
28. Claire Murphy (Instructor, Hospitality and Culinary Management)
29. Kimberly Murray (Assistant Professor I, English and Communications)
30. Jill Pangle (Instructional Coordinator, STAGE)
31. Berenice Rene (Events Logistics Specialist, Brand Experience)

32. Addie Rhinevault (Mailroom and Copy Services Manager, Auxiliary Services)
33. Riquelmo Rodriguez (Teacher, Clark Advanced Learning Center)
34. Curtis Rookard (Assistant Professor I, Computer Information Technology)
35. Mark Shaw (Master Instructor - Emergency Medical Services, Emergency Medical Services)
36. Matthew Stitt (Assistant Professor I, Mathematics)
37. Shanna Stokes (Assistant Professor I – Nursing, School of Nursing)
38. Alessandra Thompson (Associate Vice President of Human Resources, Office of the President)
39. David Washington (Maintenance, Physical Plant/Maintenance)
40. Madisen Emyli Wesley (Administrative Assistant I, Title V QEP)
41. David Whittaker (Assistant Professor I, Workforce Education)
42. Valerie Wilson (Assistant Professor I, Health Science)
43. Jennifer Witherington (Assistant Professor I, English and Communications)
44. Robert Wood (Assistant Professor I, Biological Sciences)
45. Donald Zimmerman (Assistant Professor I, Humanities)

Retirements:

1. Allen Atkinson (Head Softball Coach, Athletics)
2. Denise Dillon (Clerk, Public Service Education)
3. Walter Hill (Custodian, Custodial)
4. Michelle Solomon (Mailroom and Copy Services Manager, Auxiliary Services)

Separations of Service:

1. Lezlee Almendarez (Case Manager, Farmworker Career Development Program)
2. Julie Boswell (Assistant Professor I, Biological Sciences)
3. Shakira Carter (Career Pathways Facilitator, Adult Secondary Education)
4. Jenny Champagne (Program Director, Student Life)
5. Peter Craft (Assistant Professor I, English and Communications)
6. Andy Delgado (Maintenance, Physical Plant/Maintenance)
7. Beau Driver (Assistant Professor I, Humanities)
8. Mildre Feliz (Career Pathways Facilitator, Adult Secondary Education)
9. Beatriz Guerrero (Program Coordinator - Farmworker Career Development Program, Northwest Center)
10. Brenna Heffner (Assistant Professor I, English and Communications)
11. Madison Hendry (Infant/Toddler Lead Teacher - FT, Child Development Center)
12. Jonathan Hooker (Campus Director - Mueller Campus, Student Success)

13. Jean Robert Jules (Program Coordinator Campus, Adult Secondary Education)
14. Sergio Laguerre (Case Manager, Farmworker Career Development Program)
15. Karin Lowery-Bell (Career Pathways Facilitator, Adult Secondary Education)
16. Kelly Mastros (Administrative Assistant II, Advising and Career Services)
17. Kettlyne Michel (Career Pathways Facilitator, Adult Secondary Education)
18. Gianinna Mitchell (Program Coordinator Campus, Adult Secondary Education)
19. Shawanda Mitchell (Career Pathways Facilitator, Adult Secondary Education)
20. Shayne Moxam (Program Specialist, Adult Secondary Education)
21. Danielle Nevarez (Underwriting Account Executive, IRSC Public Media)
22. Nichole Pallan (Training and Instructional Design Facilitator, IPDAE)
23. Prashanth Pilly (Associate Vice Provost of Academic Affairs, Academic Affairs)
24. Guadalupe Sanchez (Case Manager, Farmworker Career Development Program)
25. Madea Shoff (Assistant Professor I, School of Nursing)
26. Amanda Skinner (Transcript Evaluation Specialist, Credit Evaluation and Graduation Coordinator)

Regular Part-Time Appointments:

1. Lauren Bishop (Library Technical Assistant, Learning Resources)
2. Evelyn Marquez (Program Assistant, Biological Sciences)
3. Charlene Nelson-Oxford (Bus Driver, Indiantown High School)
4. Alivia Oliver (Program Assistant, Biological Sciences)
5. Andres Serrano (Technical Assistant, Adult Secondary Education)
6. Ta'Nayah Simmons (Clerk, Northwest Center)
7. Jenna Switalski (Program Assistant, Biological Sciences)

Part-Time Temporary Non-Instructional Appointments:

1. Lilian Anderson (ASC Tutor, Tutoring Centers)
2. Jasmine Avrilien (Federal Work Study, Student Success Center)
3. Leondria Bailum (Child Development Center Teacher Assistant, Child Development Center)
4. Steven Barton (Training Facilitator I, Continuing Education)
5. Taylor Benica (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
6. Sean Burton (Federal Work Study, Learning Resources)
7. Jude Charles (ASC Tutor, Tutoring Centers)
8. Elijah Christopher (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
9. Christopher Corrado (Training Facilitator I, Continuing Education)
10. Emmalina Cruz (Federal Work Study)

11. Cheyenne Dunaway (Learning Assistant Peer Tutor)
12. Schebania Ervilus (Federal Work Study, Public Service Education)
13. Alyssa Espitia (ASC Tutor, Tutoring Centers)
14. Diana Estime (Federal Work Study, Northwest Center)
15. Akela Ferman (Laboratory Assistant, Workforce Education)
16. Rebekah Foster (Lifeguard/Instructor, Aquatics)
17. Napoleon Francisco (Federal Work Study, Registration Assistant)
18. Marta Freeman (Adult Education Intake Specialist, Adult Secondary Education)
19. Elena Fuentes (Program Assistant, School of Education)
20. Luisa Garrett (Retention Content Specialist, Title V QEP)
21. Vlada Goers (ASC Tutor, Tutoring Centers)
22. Kayla Hamm (Program Assistant, Cosmetology)
23. Rylee Hernandez-Ashton (Federal Work Study, Programming/Traffic)
24. Brayden Hunt (Lifeguard/Instructor, Aquatics)
25. Ranneisha Jones (Federal Work Study, Northwest Center)
26. Alessandro Joseph (Federal Work Study, Registration Assistant)
27. Aras Kavaliauskas (Lifeguard/Instructor, Aquatics)
28. Patricia Lotz (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
29. Diana Miranda (Child Development Center Teacher Assistant, Child Development Center)
30. Nykirria Morris (Federal Work Study, Brand Experience)
31. Jordan Myers (Federal Work Study, Student Success Center)
32. Bryan Osorio (ASC Tutor, Tutoring Centers)
33. Jafet Paz-Rivera (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
34. Sergio Pineda (Chair Assistant, Public Service Education)
35. Sakinur Rahman (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
36. Angelo Ruiz (Federal Work Study, Foundation - TSIC)
37. Patrick Small (Program Assistant, Workforce Education)
38. Jordan Stevens (Federal Work Study, Student Conduct)
39. Evan Sturgill (Federal Work Study, STEM)
40. Bennett Suba (Program Assistant, Aquatics)
41. Wateria Thomas (Federal Work Study, Student Success Center)
42. Quang Tran (ASC Tutor, Tutoring Centers)
43. Khathy Truong (Federal Work Study, Title V QEP)
44. Phat Van (Federal Work Study, Student Success Center)
45. Sela Vazquez (STEM Pioneer Learning Assistant - Peer Tutor, STEM)
46. Tanner Wilson (Laboratory Technician, Workforce Education)

Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):

1. Michael Benoit (Fire Science)
2. Teresa Cannady (Business Law)
3. Judy Carasco (Cosmetology)
4. Christopher Ciccotelli (Fire Science)
5. Anitra Cummings (Student Success)
6. Christopher Cummings (Student Success)
7. Robert Espinosa (Law Enforcement)
8. Robert Everett (English)
9. Danielle Flowers (Student Success)
10. Andee Garcia (Mathematics)
11. Sharonia Godfrey (Student Success)
12. Christopher Gross (Religion)
13. Zahra Hammoud (English)
14. Joseph Hooker (Fire Science)
15. Cesar Lora (Fire Science)
16. Kevin Miller (Biological Science)
17. Johnathon Moore (Anatomy & Physiology)
18. Nathan Mulch (Philosophy)
19. David Pachucki (Plumbing Apprenticeship)
20. Tyson Pannozzo (Fire Science)
21. Christine Paolillo (English)
22. Woodrow Peterson (Biological Science)
23. Roberto Resto (Electrical Apprenticeship)
24. Hayat Richard (Nursing)
25. Joseph Sabbagh (Biological Science)
26. Ryan Salomon (Fire Science)
27. John Shepherd (Business)
28. James Steyn (Emergency Medical Services)
29. Kenton Taylor (Law Enforcement)
30. John Thomas (Business)
31. Arva Wilburn (HVAC)
32. Katiouchka Williams (Accounting)