



Indian River State College

DISTRICT BOARD OF TRUSTEES MEETING
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, Board Room, A301
3209 Virginia Ave, Fort Pierce, FL 34981

November 18, 2025 – 1:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Acting Chair Schirard*
2. Recognition:
 - a. Florida College System Activities Association (FCSAA) Recognition – *Rob Chaney, Associate Director/Athletics Commissioner*
 - Scott Kimmelman – Elected to the FCSAA Hall of Fame
 - Alex Kanter – Service on the FCSAA Executive Committee
 - b. Recognition of Dr. Patricia Gagliano who was awarded the Above & Beyond Award by the News Service of Florida – *Dr. Heather Belmont*
 - c. Team Member of the Month:
 - November 2025 – Brenda Freeman – *recognized by Debra Castonguay*
3. Request approval of October 28, 2025 Board of Trustees Meeting Minutes – *Acting Chair Schirard*
 - a. October 22, 2025 Board Retreat Minutes (*information only*)
4. Open to Public Comment – *Acting Chair Schirard*
5. President’s Report – *Dr. Tim Moore*
 - a. President’s Update
 - b. Calendar of Events for December 2025 & January 2026

6. Strategic Initiatives – *Dr. Michael Hageloh*
 - a. Superhuman Strategic Partnership – *Jenny Maxwell, GM/SVP & Mary Rose Craycraft, Head of Strategic Partnerships, Superhuman for Education (formerly Grammarly)*
 - b. Marketing & Public Relations Update – *Kathleen Walter & Hudson Lana*
7. Finance Committee Meeting Report – *Trustee George*
8. Facilities Committee Meeting Report – *Trustee Caron*
9. Academic Affairs & Charter School Governance Committee Meeting Report – *Trustee Conrado*
10. Strategic Planning Committee Meeting Report – *Trustee Conrado*
11. Governance & Legislative Affairs Committee Meeting – *Trustee Kindell*
12. Consent Items: *Acting Chair Schirard*
 - a. 2026-27 Academic and Registration Calendar
 - b. ACUE Commons Institutional Subscription and Comprehensive Course for Certification Cohort
 - c. Agreement between the District Board of Trustees, IRSC and Hibiscus Children’s Center
 - d. Agreement between the District Board of Trustees, IRSC and St. Lucie County
 - e. Clinical Affiliation Agreements:
 1. Dr. Tripp & Associates
 2. Sugarhill Dental
 3. Symmetry Vascular
 - f. Fort Pierce Utilities Authority Contract
 - g. H5P.com SaaS Agreement
 - h. Independent Contractor Agreement with Workforce Wise Solutions, LLC
 - i. Memorandum of Understanding between Indian River State College and Superhuman Platform Inc., formerly known as Grammarly, Inc.
 - j. Memorandum of Understanding with Trinity Medical Sciences University School of Medicine

- k. Memorandum of Agreement between Indian River State College, Criminal Justice Institute and RD2 Consulting, LLC
- l. Full-Time Appointments:
 - 1. Meaghan Ashurst (Budget Analyst/Staff Accountant, Planning, Budget, and Auxiliary Services)
 - 2. Roseanne Buckley (Academic Advisor, Chastain Campus)
 - 3. Shakira Carter (Career Pathways Facilitator, Adult Secondary Education)
 - 4. Stacy Costa (Marketing Specialist, Brand Experience)
 - 5. Susan Evans (Program Coordinator Campus Adult Education, Adult Secondary Education)
 - 6. Derek Jackson (Retention and Completion Mentor, Advising Services)
 - 7. Ida Johnson (Program Specialist, Education Opportunity Center)
 - 8. James Kocher (Learning Management System (LMS) Administrator, IRSC Online)
 - 9. Sergio Laguerre (Case Manager, Farmworker Career Development Program)
 - 10. Alicia Lange (Assistant Professor I, School of Nursing)
 - 11. Madyson Lee (Procurement Agent, Procurement)
 - 12. Willette Lum (Clerk, Public Services Education)
 - 13. Jennifer Elizabeth Luna (Admissions Counselor, Student Success)
 - 14. France Mason (Program Coordinator Campus Adult Education, Adult Secondary Education)
 - 15. Carrie Middleton (Assistant Professor I, School of Nursing)
 - 16. Shayne Moxam (Program Specialist, Adult Secondary Education)
 - 17. Cynthia Paulsen (Payroll Manager, Human Resources)
 - 18. Sandrine Petit Frere (Career Pathways Facilitator, Adult Secondary Education)
 - 19. Jason I. Reyes (Recruitment Specialist, Student Communications)
 - 20. Brooklyn Stekl (Administrative Assistant II, Facilities)
- m. Separation of Service:
 - 1. Rodrigo Berlanga Rodriguez (Public Relations Coordinator, Public Relations)
 - 2. Kimberly Briglia (Sr Human Resources Benefits & Wellness Specialist, Human Resources)
 - 3. Miguel-Angel Cruz Nunez (Nursing Laboratory Specialist, School of Nursing)
 - 4. Maria Gamez (Financial Aid Advisor, Advisors Mueller Campus)
 - 5. Roscoe Minnis (Academic Advisor, Advising Services)

6. Heather Poole (Human Resources Benefits & Wellness Specialist, Human Resources)
 7. Christine Pruden (Career Services Advisor, Career Services Advisors Massey)
- n. Regular Part-Time Appointments:
1. James Foster (Adult Education Facilitator, Adult Secondary Education)
 2. Jesica Gutierrez (Adult Education Intake Specialist, Adult Secondary Education)
 3. Maria Hernandez (Custodian, Maintenance Facility)
 4. Audrianna Rubio-Gonzalez (Clerk, Mailroom)
 5. Carolina Vergara Bedoya (Adult Education Facilitator, Adult Secondary Education)
- o. Part-Time Temporary Non-Instructional Appointments:
1. Lidia Avalos (Adult Education Intake Specialist, Adult Secondary Education)
 2. Adriyana Bouie (Federal Work Study, Student Wellness)
 3. Renee DuPont (Program Specialist, Health Science)
 4. Pedro Flores-Carrillo (ASC Tutor, Tutoring Centers)
 5. James Foster (Adult Education Facilitator, Adult Secondary Education)
 6. David Githens (Federal Work Study, Veterans Student Success)
 7. Jesica Gutierrez (Adult Education Intake Specialist, Adult Secondary Education)
 8. Maria Hernandez (Custodian, Custodial)
 9. Lucinda Lopez Cortes (Adult Education Intake Specialist, Adult Secondary Education)
 10. Kyle Lukat (ASC Tutor, Tutoring Centers)
 11. Rasmiyah Massey (Adult Education Intake Specialist, Adult Secondary Education)
 12. Tennyson McLaughlin (Federal Work Study, Office of Student Life)
 13. Monica Miller (Program Specialist, Biological Science)
 14. Daryn Miracle (Adult Education Intake Specialist, Adult Secondary Education)
 15. Marc-Arthur Montas (Adult Education Intake Specialist, Adult Secondary Education)
 16. Priyansh Pilly (Program Assistant, STAGE)
 17. Mattea Potter (Program Specialist, Biological Sciences)
 18. Luis Ramirez (Federal Work Study, Performing and Visual Arts)

19. Monica Rosin (Federal Work Study, Brand Experience)
 20. Audrianna Rubio-Gonzalez (Clerk, Mailroom)
 21. Diane Saunier (STEM Training Facilitator, Continuing Education)
 22. Sophia Silva-Ferreira (Program Assistant, Biological Science)
 23. Golda Vasquez Oyarce (Adult Education Intake Specialist, Adult Secondary Education)
 24. Carolina Vergara Bedoya (Adult Education Facilitator, Adult Secondary Education)
 25. Josiah Villalobos (Federal Work Study, Student Support Services)
- p. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
1. Marian Antunes (Cosmetology)
 2. Chitra Baskaran (Workforce Education)
 3. Tatyana Brusentsova (Physical Sciences)
 4. Terence Channon (School of Business)
 5. Stephen Dornfeld (Liberal Arts)
 6. Jerieka Ewing (Cosmetology)
 7. Matthew Horn (English and Communications)
 8. Fabio Improta (Law Enforcement)
 9. Michael Martin (School of Business)
 10. Kaylin Sapp (Criminal Justice Assessment Center)
 11. Adam Schnell (Liberal Arts)
 12. Mary Searle (Mathematics)
 13. Shunte Thomas (Liberal Arts)
 14. Bobbie Gail Townsend (Criminal Justice Assessment)
 15. Maggie Votteler (Human Services)
 16. John Wappett (Law Enforcement)
 17. Lori Zoda (Nursing)

13. Adjourn – *Acting Chair Schirard*

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



TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

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

- a. Florida College System Activities Association (FCSAA) Recognition – *recognized by Rob Chaney, Associate Director/Athletics Commissioner*
 - Scott Kimmelman – Elected to the FCSAA Hall of Fame
 - Alex Kanter – Service on the FCSAA Executive Committee
- b. Recognition of Dr. Patty Gagliano who was awarded the Above & Beyond Award by the News Service of Florida – *recognized by Dr. Heather Belmont*
- c. Team Member of the Month:
 - November 2025 – Brenda Freeman - *recognized by Debra Castonguay*

SUBMITTED BY: Dr. Tim Moore

DATE: 10/31/25

BOARD ACTION: None required

DATE: 11/18/25

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
RECOGNITION

TOPIC: Recognizing Dr. Patricia Gagliano

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Requesting time on the agenda to recognize Dr. Patricia Gagliano. In October, Dr. Gagliano was awarded the Above & Beyond Award by the News Service of Florida. The award celebrates the 50 most influential and thought-provoking women in Florida.

On November 20, 2025, Dr. Gagliano was inducted into the Academy of Associate Degree Nursing Class of 2025 in Nashville, TN. All incoming Fellows. Fellows are recognized for their visionary leadership, scholarly excellence, and commitment to advancing high-quality, accessible nursing education.

ALTERNATIVE(S): N/A

PRESIDENT’S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Heather Belmont

DATE: 10/29/25

BOARD ACTION: None required

DATE: 11/18/25

IRSC nursing dean recognized among Florida's 50 most influential women leaders

Kathleen Walter
Indian River State College



FORT PIERCE — Dr. Patricia Gagliano, dean of the School of Nursing at Indian River State College (“The River”), was honored as a recipient of the News Service of Florida Above & Beyond award at the organization’s 3rd annual Above & Beyond gala at the DoubleTree by Hilton Hotel in Tallahassee.

The Above & Beyond award celebrates the 50 most influential and thought-provoking women in Florida who have demonstrated exemplary leadership in their respective fields while making significant contributions to society. Gagliano was selected for her transformative work in nursing education and her dedication to advancing the nursing profession across Florida.

“I am deeply honored to receive this recognition,” said Gagliano. “This award reflects not just my work, but the collective efforts of our incredible faculty, staff, and students at Indian River State College. For more than 25 years, I have been passionate about promoting excellence and innovation in nursing education, and it is gratifying to see our programs making a meaningful impact on healthcare in our community and beyond.”

As dean of the School of Nursing since 2017, Gagliano oversees multiple nursing programs across six sites, managing everything from curriculum development to regulatory compliance and clinical partnerships. Under her leadership, The River has successfully implemented concept-based curriculum, NCLEX blueprinting, and NextGen assessment methodologies, resulting in strong licensure attainment and job placement rates for graduates.

“Dr. Gagliano’s recognition as one of Florida’s 50 most influential women leaders is a testament to her visionary leadership and unwavering commitment to nursing education,” said Dr. Heather Belmont, provost of Indian River State College. “Under her guidance, our School of Nursing has become a model for innovation and excellence, preparing highly skilled nurses who are meeting critical healthcare needs throughout our region. This honor reflects the profound impact she has made on our institution,

our students, and the communities we serve. We are incredibly proud to have Dr. Gagliano as part of The River family.”

Gagliano holds a PhD in nursing from Barry University, where she focused her dissertation research on predictors of academic success for nontraditional nursing students. She also earned her master’s degree in nursing administration and bachelor’s degree in nursing from Barry University. Her 27-year tenure at Indian River State College includes 18 years as a nursing instructor and professor before assuming her current role as dean.

The Above & Beyond gala featured networking, cocktails, keynote remarks, and the presentation of awards to all 50 honorees. The evening brought together influential women leaders from across Florida for a celebration of their achievements and contributions to their communities.

[Indian River State College’s School of Nursing](#) is recognized as one of Florida’s premier nursing education programs, offering a comprehensive range of programs. The school operates across six locations throughout the Treasure Coast, providing accessible, high-quality nursing education to aspiring healthcare professionals. With state-of-the-art simulation labs, experienced faculty, and strong clinical partnerships with regional healthcare facilities, The River’s nursing programs consistently achieve high NCLEX pass rates and graduate employment rates, producing job-ready nurses who go on to serve in hospitals, clinics, and healthcare facilities across Florida and beyond.

<https://www.tcpalm.com/story/news/local/st-lucie-county/2025/11/09/irsc-nursing-dean-recognized-among-floridas-50-most-influential-women-leaders/86877279007/>

Announcing the November 2025 Team Member of the Month

Brenda J. Freeman
Custodian, Physical Plant, Massey Campus

Fort Pierce resident Brenda Freeman is the Indian River State College November 2025 Team Member of the Month.

Brenda works in the L Building, also known as the Miley Library, one of the more frequently used buildings on campus by students, faculty, staff, and members of the public. IRSC custodial staff often work behind the scenes, but their jobs are vital to the operation of the College. Clean and attractive College facilities are essential to a healthy, desirable environment, and Brenda works hard in that endeavor. She has a positive attitude, is dependable, punctual and is a great role model for her co-workers.

Brenda's co-workers readily share the positive impact she has each day and how she cares deeply about our students. A student shared, "Ms. Freeman always has a positive attitude, a smile on her face, and a warm welcome anytime I see her. She is truly an amazing person who brightens my day."

Brenda first joined the IRSC team in December 1998 to serve in the role of Custodian as part of the Physical Plant team, where she still serves today.

CONGRATULATIONS, BRENDA!

November 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 October 28, 2025 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Request approval of the October 28, 2025 Board Meeting Minutes. Also included, for information only, are the October 22, 2025 Board Retreat minutes.

SUBMITTED BY: Suzanne Parsons

DATE: 10/31/25

BOARD ACTION:

DATE: 11/18/25

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

REGULAR MEETING

October 28, 2025

The regular meeting of the District Board of Trustees of Indian River State College was held on October 28, 2025, beginning at 1:00 PM in the Williamson Conference Center Auditorium, C112 at the Indian River State College Dixon Hendry Campus in Okeechobee, FL.

REGULAR MEETING

Those present:

ATTENDANCE

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

Absent:

Jose Conrado, Indian River County

Also Present:

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

Others present:

Heather Belmont, Vice President of Academic Affairs

**Angela Browning, Vice President of Research &
Governmental Relations**

Beth Gaskin, Vice President for Student Success

**Edith Pacacha, Vice President of Administration &
Finance, CFO**

Don Bergmann, Chief of Campus Safety

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

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

**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

Tiffany Lewis, Dean of Mathematics

Victoria Ortiz-Lucas, Chief Budget Officer
Lisa Davenport, Executive Director/Principal –
Indiantown High School
Leslie Judd, Executive Director/Principal –
Clark Advanced Learning Center
Annette Bracero, Director of Financial Aid
Les Gross, Faculty
Stephanie Hurst, Faculty
Azzam Abdur-Rahman, Staff
Giovanni Barbieri, Staff
Rodrigo Berlanga, Staff
Alisa Brown, Staff
Gracia Buzziz, Staff
James Crocco, Staff
Melissa Kemp, Staff
Hudson Lana, Staff
Eric Morgan, Staff
Rebecca Shearer, Staff
Makaria Sandlin, SGA President
Dean Butters, Gilbane

Chair Luna called the meeting to order at 1:00 PM
and led the Pledge of Allegiance.

CALL TO ORDER

Maria Johnson welcomed the Board to the Dixon
Hendry Campus. She highlighted some of the
additional items that have happened on the campus in
the past six months since the Board’s last visit -
Anatomy and Physiology Lab is being offered on

WELCOME & UPDATE

campus saving students travel time to Massey Campus. Campus food offerings have also been expanded. Students are accessing tutoring services available at the campus as well.

Makaria Sandlin, SGA President, provided the SGA Report:

**STUDENT GOVERNMENT
ASSOCIATION (SGA)
REPORT**

- **FCSSGA Region 3 Retreat**
 1. **College Affordability and Funding for Florida College System**
 2. **Privacy, Safety and Security**
 3. **Increase Florida College System Learning Opportunities and Quality of Life**
 4. **Social Issues**
 5. **Academic Needs**
- **Current Student Engagement Data**
- **52nd Annual Leadership Conference**

Dr. Angela Browning recognized and thanked Rebecca Shearer for all the additional lead roles that Becky takes on in addition to her regular job.

RECOGNITION

Rebecca Shearer recognized the Strategic Planning & Assessment Recognition (SPAR) Award Winners:

SPAR AWARDS

- Alisa Brown & the Credit Evaluation and Graduation Department
- Stephanie Hurst and the Surgical Services Department

**ALISA BROWN & THE CREDIT EVALUATION AND GRADUATION DEPARTMENT
STEPHANIE HURST AND THE SURGICAL SERVICES DEPT**

President Moore, Dr. Browning, Rebecca and the Board congratulated Alisa, Stephanie and their teams on their accomplishments and re-presented them with their awards.

Dr. Anthony Dribben recognized the following Team Member of the Month:

RECOGNITION - TEAM MEMBER OF THE MONTH

- October 2025 – Melissa Kemp

OCTOBER 2025 – MELISSA KEMP

President Moore and the Board congratulated Melissa on her accomplishments and re-presented her with her Team Member of the Month Challenge Coin.

Chair Luna requested a motion to approve the minutes of the September 23, 2025 Board Meeting.

**REQUEST APPROVAL OF THE SEPTEMBER 23, 2025 BOARD MEETING MINUTES
MOTION TO APPROVE THE SEPTEMBER 23, 2025 BOARD MEETING MINUTES**

On a motion by Susie Caron, seconded by Melissa Kindell, and passed by the Board, the minutes of the September 23, 2025 Board Meeting were approved.

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

OPEN TO PUBLIC COMMENT

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

- Thank you to Caroline Valentin for the legal support with all of the new projects coming to the College
- Project Blanton is progressing
- New projects on the horizon – transportation, pharmaceutical and energy companies
- Florida Department of Commerce and the Governor’s office support the projects that are coming to the College.
- Student needs are increasing
- Campus Safety and Security needs are also increasing
- We are workforce school
- Visit from Secretary of the Florida Department of Transportation last week. IRSC has been invited to participate in a research project with the Florida Transportation Institute along with UF, UCF, USF & FIU to review statewide transportation needs – space, marine, auto & rail. We look

PRESIDENT’S REPORT

PRESIDENT’S UPDATE

**THANK YOU TO
CAROLINE VALENTIN
FOR THE LEGAL
SUPPORT WITH ALL OF
THE NEW PROJECTS**

**PROJECT BLANTON IS
PROGRESSING
NEW PROJECTS ON THE
HORIZON**

**FL DEPT OF COMMERCE
AND THE GOVERNOR’S
OFFICE SUPPORT THE
PROJECTS COMING TO
THE COLLEGE**

**STUDENT NEEDS ARE
INCREASING
CAMPUS SAFETY AND
SECURITY NEEDS ARE
ALSO INCREASING**

**WE ARE A WORKFORCE
SCHOOL
VISIT FROM SECRETARY
OF FL DEPT OF
TRANSPORTATION LAST
WEEK. IRSC INVITED TO
PARTICIPATE IN A
RESEARCH PROJECT
W/FL TRANSPORTATION
INSTITUTE ALONG WITH
UF, UCF, USF & FIU**

forward to all the presidents meeting with the Secretary in the next few weeks.

- Board visioning is imperative – its going to be important when we go to Tallahassee
- On Saturday, November 15th at 2 PM USA Team Handball will hold its annual West Point vs. Air Force Handball Tournament at Fort Pierce Central. You are all invited to attend.
- We need you carrying the brand outward.

Chair Luna thanked Dr. Moore and reiterated that our voice as a board is powerful.

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

Dr. Michael Hageloh commented that greatness is being grown at the College. He was happy to report The River's Jenna Bluedorn was the recipient of the Rising Star Award by the Association of National Advertisers.

President Moore, Dr. Hageloh and the Board congratulated Jenna on her accomplishment.

BOARD VISIONING IS IMPERATIVE – ITS GOING TO BE IMPORTANT WHEN IN TALLAHASSEE NOVEMBER 15TH USA TEAM HANDBALL TOURNAMENT – WEST POINT VS AIR FORCE, 2 PM, FORT PIERCE CENTRAL

**NEED TO CARRY BRAND OUTWARD
CHAIR LUNA THANKED DR. MOORE – REITERATED OUR VOICE AS A BOARD IS POWERFUL**

CALENDAR OF EVENTS

**STRATEGIC INITIATIVES
JENNA BLUEDORN RECIPIENT OF THE RISING STAR AWARD BY THE ASSOCIATION OF NATIONAL ADVERTISERS**

Jenna provided an update on marketing performance, both organic and paid media, for August and September. She reviewed the growth in brand awareness, revenue gains for cosmetology, and ticket sales for the planetarium and theater.

**MARKETING &
COMMUNICATIONS
UPDATE**

Annabel Robertson provided the following updates from Institutional Advancement:

**INSTITUTIONAL
ADVANCEMENT**

- Honored Gil Culbreth as the Entrepreneur of the Year. Annabel read the resolution which was presented to Gil. She also discussed changing the award selection process, working with local EDC's, increasing student engagement and expanding the Foundation's private equity stake.
- Foundation Update – they are 53% to goal on their fundraising goals. \$170 million in assets, new fiscal year beginning – 15-month cycle to align with the College's budget cycle. Healthcare funding has been included in the new budget. Also reviewing ownership of the River Hammock.

EOTY EVENT RECAP

FOUNDATION UPDATE

- **October 27th was Giving Day. One Day, One Community, One Day – the College’s birth date.**
- **Upcoming Events:**
 - **November 6th – Promise & Potential Cocktail Party, Vero Beach**
 - **December 3rd – Legacy Luncheon**
 - **February 13th – Veteran’s Clay Shoot**
 - **May 15th – Annual Golf Tournament**
- **89% of scholarships were utilized**
- **Continuing full support of Promise.**

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

PERSONNEL & COMPENSATION COMMITTEE MEETING REPORT

On a motion made by Vicki Davis, seconded by Milo Thornton, and passed by the Board, the following Personnel & Compensation Committee Meeting item was approved:

MOTION ON PERSONNEL & COMPENSATION COMMITTEE MEETING ITEM

- 1. Changes to the Executive, Administrative & Managerial/Professional Appointments or Reappointments List for 2025-26**

CHANGES TO THE EXECUTIVE, ADMINISTRATIVE & MANAGERIAL / PROFESSIONAL APPOINTMENTS OR REAPPOINTMENTS LIST FOR 2025-26

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

FINANCE COMMITTEE MEETING REPORT

On a motion by Tony George, seconded by Vicki Davis and passed by the Board, the following Finance Committee Meeting items were approved:

MOTION ON FINANCE COMMITTEE MEETING ITEMS

- | | |
|--|--|
| 1. 2025/26 Budget Amendments No. 1 & 2 | 2025/26 BUDGET AMENDMENTS NO. 1 & 2 |
| 2. EHR Evolution additional Statements of Work for the Master Professional Services Agreement: | EHR EVOLUTION ADDITIONAL STATEMENTS OF WORK FOR MASTER PROF SERVICES AGREEMENT |
| a. #02525_8 Indian River State College SOW_Executive Coordinator | #02525_8 IRSC SOW_EXECUTIVE COORDINATOR |
| b. #02525_9 Indian River State College SOW_Banner SaaS Reports and Integration Support | #02525_9 IRSC SOW_BANNER SAAS REPORTS & INTEGRATION SUPPORT |
| c. #02525_10 Indian River State College SOW_Banner SaaS Security and Experience Support | #02525_10 IRSC SOW_BANNER SAAS SECURITY & EXPERIENCE SUPPORT |
| d. #02525_11 Indian River State College DegreeWorks_Scribe | #02525_11 IRSC DEGREEWORKS SCRIBE |
| 3. Ellucian Student Success Order Form | ELLUCIAN STUDENT SUCCESS ORDER FORM |
| 4. Cognizant Project Change Order #CO11 | COGNIZANT PROJECT CHANGE ORDER #CO11 |
| 5. ADP Professional Services Statement of Work | ADP PROFESSIONAL SERVICES SOW |

**6. Condensed Financial Report and Highlights
as of June for FY 25 and as of August FY 26**

(information only)

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

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

1. Paul Jacquin & Sons Inc. Change Order #008 for the IRSC Science Center, Bldg. N – 3rd Floor Interior Renovations
2. Independent Contractor Agreements:
 - a. Jacquin & Sons Construction
 - b. Quality Commissioning and Consulting, Inc.
 - c. WIRENUTZ Inc.

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

On a motion made by Milo Thornton, seconded by Melissa Kindell and passed by the Board, the following

**CFR & HIGHLIGHTS AS
OF JUNE FOR FY 25 AND
AS OF AUGUST FY 26**

**FACILITIES COMMITTEE
MEETING REPORT**

**MOTION ON FACILITIES
COMMITTEE MEETING
ITEMS**

**PAUL JACQUIN & SONS
INC. CHANGE ORDER
#008 FOR THE IRSC
SCIENCE CTR., BLDG N –
3RD FLOOR INTERIOR
RENOVATIONS
INDEPENDENT
CONTRACTOR AGRMTS
JACQUIN & SONS
CONSTRUCTION
QUALITY
COMMISSIONING &
CONSULTING INC.**

WIRENUTZ INC.

**ACADEMIC AFFAIRS &
CHARTER SCHOOLS
GOVERNANCE
COMMITTEE MEETING
REPORT**

**MOTION ON ACADEMIC
AFFAIRS & CHARTER
SCHOOLS GOVERNANCE
COMMITTEE MEETING
ITEMS**

Academic Affairs & Charter Schools Governance

Committee Meeting items were approved:

- 1. Indian River State College / Indiantown High School Curriculum License Agreement with DARTdrones**

IRSC/INDIANTOWN HIGH SCHOOL CURRICULUM LICENSE AGREEMENT WITH DARTDRONES

- 2. Advanced Manufacturing at IRSC: Driving Regional Growth Through Accelerated Training (*information only*)**

ADVANCED MANUFACTURING AT IRSC: DRIVING REGIONAL GROWTH THROUGH ACCELERATED TRAINING GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING REPORT

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

On a motion made by Melissa Kindell, seconded by Susan Caron and passed by the Board, the following Governance & Legislative Affairs Committee Meeting item was approved:

MOTION ON GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING ITEM

- 1. Amended and Restated Operating Agreement between the District Board of Trustees of Indian River State College and Indian River State College Real Estate, Inc. DSO**

AMENDED & RESTATED OPERATING AGREEMENT BETWEEN THE DBOT OF INDIAN RIVER STATE COLLEGE AND INDIAN RIVER STATE COLLEGE REAL ESTATE, INC. DSO

Chair Luna requested a motion on the Consent Items.

CONSENT ITEMS

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

MOTION ON CONSENT ITEMS

a. 2025-2027 Dual Enrollment Agreements:

2025-2027 DUAL ENROLLMENT AGREEMENTS

1. Anchored Academy
2. Bethany School
3. Calvary Christian Academy
4. Christ Lutheran School
5. Community Christian Academy
6. Creative Learning Lab Academy
7. Faith United School of Excellence, Inc.
8. First Baptist Christian School
9. Florida Unschoolers
10. Florida Virtual School
11. For the Love of Learning
12. Glendale Christian School
13. Grace Christian School
14. Hillcrest Private Academy
15. Hobe Sound Christian Academy
16. Independence Classical Academy
17. Indian River Charter

18. John Carroll High School
19. Liberty Baptist Academy
20. Lindsay School of the Arts
21. Morningside Academy
22. Okeechobee Christian Academy
23. Olivet Private School
24. Rock Solid Christian Academy
25. RPS Academies, Florida
26. Somerset College Prep Academy
27. St. Andrews Episcopal Academy
28. Sunlight Christian Academy
29. Synergy School of Tomorrow
30. The Homeschool
31. The Personalized Education Program
32. The School Board of Indian River County,
Florida
33. The School Board of Martin County,
Florida
34. The School Board of Okeechobee
County, Florida
35. The School Board of St. Lucie County,
Florida
36. Touched By Grace Academy, Inc.

37. Tradition Prep Charter School

38. Treasure Coast Classical Academy

39. Trinity Christian Private School

40. Youthserv Academy

b. Facilitation for Exercise and Training Agreement with the University of Florida Board of Trustees on behalf of UF School of Graduate Studies

FACILITATION FOR EXERCISE & TRAINING AGRMT WITH THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ON BEHALF OF UF SCHOOL OF GRADUATE STUDIES

c. Facility Use Agreement and Memorandum of Understanding with USA Team Handball, Inc.

FACILITY USE AGREEMENT AND MOU WITH USA TEAM HANDBALL, INC.

d. Independent Contractor Agreements for the Institute for the Professional Development of Adult Educators (IPDAE):

INDEPENDENT CONTRACTOR AGREEMENTS FOR THE INSTITUTE FOR THE PROFESSIONAL DEVELOPMENT OF ADULT EDUCATORS (IPDAE)

1. Vanessa Alvarez

2. Lorri T. Benjamin

3. Regina M. Browning

4. Claim Your Place Consulting

5. Days Academy, LLC

6. Amy K. Donald

7. Full Stack Technology Solutions, LLC

8. Harold Rudolph Gertner III

9. Jackson & Company, Inc.

10. Esther Jimenez

- 11. Eric Kohler
- 12. Light & Salt Learning
- 13. Ariel Pechokas
- 14. Sullymar Reices-Irizarry
- 15. Renegade Education Inc., d/b/a Lot 12
Education
- 16. Hunter Trey Sayers
- 17. Solumedics Inc.
- 18. S.O.L.V.E.D., LLC
- 19. Rachel M. Walker
- 20. Workforce Wise Solutions, LLC
- 21. Ramin Yazdanpanah

e. Independent Contractor Agreements:

- 1. Lou Lynch – Media, Marketing & Brand
- 2. Lila White – Perkins V CLNA Consultant

**INDEPENDENT
CONTRACTOR
AGREEMENTS**

**f. Memorandum of Agreement with Cleveland
Clinic Martin Health**

**MOA WITH CLEVELAND
CLINIC MARTIN HEALTH**

**g. Memorandum of Agreements between Indian
River State College Criminal Justice Institute:**

**MOA’S BETWEEN IRSC
CRIMINAL JUSTICE
INSTITUTE AND HEATH
HUGHES (2 COURSES)**

- 1. Heath Hughes – FDLE Hostage & Crisis
Negotiation Officer Course
- 2. Heath Hughes – FDLE Line Supervision
Officer Course

<p>h. Memorandum of Agreements between District Board of Trustees of Indian River State College and Hibiscus Children's Center</p>	<p>MOA'S BETWEEN DBOT OF IRSC AND HIBISCUS CHILDREN'S CENTER</p>
<p>1. Institute for the Professional Development of Adult Educators (IPDAE)</p>	<p>IPDAE</p>
<p>2. Service Excellence Academy</p>	<p>SERVICE EXCELLENCE ACADEMY</p>
<p>i. Memorandum of Understanding between the District Board of Trustees of Indian River State College and Indian River Charter High School for STEM Fair Mentorship Program</p>	<p>MOU BETWEEN DBOT OF IRSC AND INDIAN RIVER CHARTER HIGH SCHOOL FOR STEM FAIR MENTORSHIP PROGRAM</p>
<p>j. Property Surplus and Inventory Write-off</p>	<p>PROPERTY SURPLUS & INVENTORY WRITE-OFF</p>
<p>k. Services Agreement with Instructure, Inc.</p>	<p>SERVICES AGREEMENT WITH INSTRUCTURE, INC.</p>
<p>l. Full-Time Appointments</p>	<p>FULL-TIME APPOINTMENTS</p>
<p>m. Separations of Service</p>	<p>SEPARATIONS OF SERVICE</p>
<p>n. Regular Part-Time Appointments</p>	<p>REGULAR PART-TIME APPOINTMENTS</p>
<p>o. Part-Time Temporary Non-Instructional Appointments</p>	<p>PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS</p>
<p>p. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED Vocational Credit; Vocational Supplemental; and Vocational Preparatory)</p>	<p>PART-TIME INSTRUCTIONAL CERTIFICATIONS</p>

There being no further business, the meeting **ADJOURNMENT**
adjourned at 1:55 PM.

Christa Luna
Chairperson

Timothy E. Moore, Ph.D.
Secretary

**District Board of Trustees Retreat
Minutes
October 22, 2025**

Present: Dr. Tim Moore, President, Christa Luna, Brant Schirard, Tony George, Michael Hageloh, Melissa Kindell, Susie Caron, Frank Libutti, Alessandra Thompson, Beth Gaskin, Heather Belmont, Edith Pacacha, Caroline Valentin, Angela Browning, Scott Kimmelman, Stephanie Skidmore

Absent: Jose Conrado, Vicki Davis, and Milo Thornton

Dr. Moore provided a brief overview of Real Estate, Inc. DSO business projects in the works ~ Project Blanton, Project Woodford, Project Cava & Project Buffalo.

Comments were made about having a Public Media person who knows the ins and outs of the deal. May need talking points. Michael reported we are going to drive folks to a website (like A Bold Proposal). Under the DSO we have different public records exemptions. Our partners are not looking to make a public splash. This is very proprietary.

Angela discussed the Tech Transfer Center authorities we have. This center will be a microcosm of the institution to provide research and workforce training to industry partners.

Dr. Moore, Michael and Praveen met with the owner of Epic Healthcare. Looking toward a philanthropic gift toward the Medical School and also inculcate the medical records and AI piece of her business model into the full healthcare campus – high school to college to med school.

Angela and Andy have connected with Gayle Harrel, Chair of Higher Ed Appropriations Committee. Using our information about our operating expenses afforded to us. Indiantown is going to be our ask this year regarding the Johnston's gift to develop an athletic and marine tech center across the street.

Would not be here without the board's leadership. We have much more to do.

Athletics

Stephanie Skidmore discussed the key initiatives – Academic Support for Student Athletes

1. Identify student needs in recruitment process
 - a. Assign to staff or weekly meetings
 - b. Monitor progress throughout semester
2. Cohort classes
 - a. Work with Academic Deans
 - b. Interventions and Reports are easier to track
 - c. Direct discussion with faculty assigned to class
3. Regular academic checks by staff
 - a. Under 70 reports
 - b. Study Halls
 - c. Coach/Administration discussions
 - d. Implementing academic plans or suspensions.

Scott discussed the Social Media and Athletic Website

1. Partner with Brand Experience Team
 - a. Met with AVP and Staff in summer to outline plan
 - b. Created strategies to enhance exposure
 - c. Monitor platforms for upticks and usage
2. Open Discussions with Public Relations
 - a. How can we market our games better
 - b. Press releases for big events/tournaments
 - c. Strategize to improve communication

Partnership with Student Life

1. Identify key events on campus
 - a. Created liaison for planning purposes
 - b. Partner for key events for each athletic team
 1. DIG PINK – Volleyball
 2. SPOOKY SWIM – Swimming and Diving
 3. RIVER MADNESS – Men’s Basketball
 4. DAY AT THE FIELDS – Baseball and Softball (DH)
2. Partner with Director of Residence Life
 - a. Direct contact for students and coaches
 - b. Better programming and engagement at dorms
 - c. Resource for getting to stores as needed.
3. Partner with Student Wellness
 - a. Orientation for athletes on resources available

b. Pantry for any additional food needs arising

Suggested Scott talk with Giovanni for increasing attendance. We use HUDDLE for streaming services as a requirement by the governing board. We are using social media with the assistance of Student Life and the Volleyball Coach.

We need to have local participants. Unfortunately, we know how to increase people in seats – local talent vs. outside talent.

Board needs to decide what we want to do to support athletics. Its an important part of the student life experience.

Real question is the valuation of the program vs. costs.

When we build student housing, Dr. Moore commented this will bring those athletes being left out of the portal for upper division athletic programs to us. We have to have support around athletes.

The Foundation has raised the cost of rent at the River Hammock.

Scott reviewed the Fund 5 Budget.

The Board has to direct the Administration / Foundation to support the Athletic Programs without taking the Student Life dollars from the 24,000 other students. The Board needs to set the goal and be engaged in the process.

Fundraising Initiative

1. Senior Director of Development – John Ramjford
 - a. Working directly with Athletic Director on initiatives
 - b. Creating contacts district wide/engaging discussions
2. 2026 Golf Tournament and Ball Drop Event
 - a. Event April 23 and 24 at Hammock Creek
 - b. MOUs in route to fund expenses for event
 - c. Goal of event – RAISE \$250,000

The Board needs to review the Operating agreement, investment policy, and budget development from the Foundation.

Enrollment & Retention

Beth thanked Scott for being such a great partner in bringing in the athletes into the college wide feeling.

Beth talked about the types of students we have. About 40% of students are Promise students. Beth went through the marketing campaign – Tami Traditional, Tyler Transfer (The Strategic Switcher). We have been working with Dr. Bruce Fraser to assist with an AI transcript evaluator. We also have Dan The Degree Completer (The Unfinished Business Student). These are targeted populations.

Student Wellness – no strategic plan to pay for athletics. We see the value in having athletics and all the other programs and services that we provide. Tranquility spaces (like time out spaces) are being used extensively. We also have a lot of students who have food insecurities. We are working with the Treasure Coast Food Bank and Metz to provide food. We are also providing more counseling services. By putting a Student Life Residence person in place for the River Hammock, the students have become more involved.

Student Conduct is on the rise. BART interventions are increasing. We have a zero-tolerance policy.

Beth discussed transportation. The SLC transit system is now linked on our website for student access. We are trying to come up with creative ideas for addressing these situations.

Dr. Moore commented that on Saturday, November 15th, 2 PM West Point vs. Air Force Team Handball Commander-in-Chief Tournament is being held at Fort Pierce Central High, 5 PM Reception and Dinner in the Kight Center Atrium.

Strategic Initiatives

Jenna will be receiving a national under 30 marketing award.

P3's – started working with a vendor on an unsolicited bid for student housing. 500 at Pruitt, 300 at Massey. These are very experienced housing builders and operators. They are all JP Morgan financed. \$159 million-dollar project that will provide student housing and all the amenities. Will bring \$1 million dollars to the bottom line. Traditional dirt lease. Should be bringing this to the Board in January. Present to Real Estate DSO.

Socializing with the local Healthcare Facilities to include housing in scholarships.

Purchased a food truck for Pruitt which will be run by Metz.

Charter School Consortium – we have had Charter School operators approach us. The Board needs to decide whether to change the operational structure of the Charter Schools and move it to the Charter School Consortium.

A Board Member suggested that we wait until we have another charter school before we decide to move all to the Charter School Consortium.

ERP project is moving along on track. Biggest challenge was pulling the data out of Workday. Will be bringing ADP services agreement to you in October. Ellucian cannot service that.

Fiber for main to Blackburn should be done by November. Okeechobee Fiber is already being laid.

Campus Security

Don discussed the Public Safety Advancement Plan. He discussed centralizing the communications and technology infrastructure. We want to transition to a hybrid police department and pursue a law enforcement accreditation

Strategic Planning

Angela discussed strategic goals – improved student outcomes, increase college going in the community, promote continuous improvement

Still working on the mission statement – gathered input from town hall meetings, and a survey. Will work on the wordsmithing and will be narrowing it down and reviewing it with Cabinet and bringing it to the Board.

Everyone agreed ~ make it simple.

Student Survey results

- Importance of having a safe and secure learning environment/work environment
- Professional development
- Consistent classroom cleanliness standards
- Functional directory of employees
- Importance of AI
- Top notch customer service

- Update academics

Challenges

- Increased need for resources
- Static State Support
- Deferred Maintenance
- Campus Security
- Students need more assistance in the classroom
- Student Expectations for Services
- Student Life

Higher Ed Landscape

- Cost compressions due to caps on student loans
- Disruption at state and federal level
- Student needs are changing in the classroom

We need to make sure that we have all our things tied up before anything goes out publicly.

We will need clarity from the Board on priorities.

2026 Legislative Requests

- Indiantown High School Expansion – Athletic Fields
- Indiantown Marine Training Flex Space
- Completion of the Deferred Maintenance Project (PECO)
- Securitization of Massey and Pruitt Campuses (PECO)
- Accreditation – change to language in statute – leeway to postpone us to move to HLC until CPHC is up.

Dr. Moore thanked everyone for their time and attention today. When you are in front of your elected officials, bring your points up.

The retreat concluded at 1:35 PM.



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. 4

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. 4

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

Effective 11/1/23

Revised 6/24/25

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DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

Monthly President's Report:

- a. President's Update
- b. Calendar of Events for December 2025 & January 2026

SUBMITTED BY: Dr. Tim Moore

DATE: 11/18/25

BOARD ACTION: None required

DATE: 11/18/25



**Indian River
State College**

**Board of Trustees
Calendar of Events
December 2025**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5 6th Annual Winter Festival, Massey Campus Eastman Advanced Workforce Training Complex, Rm. 131 - 5:30-8:30 PM 	6
7	8	9	10	11	12	13
14	15	16	17 IRSC Fall Commencement Ceremony, Westside Church, Fort Pierce, 9 AM & 1 PM (Associate & All other Degrees/Cert.) 	18 IRSC Fall Commencement Ceremony, Westside Church, Fort Pierce, 9 AM & 1 PM (Bachelor's & Nursing) 	19 Winter Break – College Closed	20
21-31 WINTER BREAK – COLLEGE CLOSED						
						



**Indian River
State College**

**Board of Trustees
Calendar of Events
January 2026**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 	2 Winter Break – College Closed	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Martin Luther King, Jr. Holiday College Closed 	20	21	22	23	24
25	26	27 Board Meeting, Wolf High Tech Ctr. Auditorium, C101, Chastain Campus, Stuart, 1 PM	28	29	30	31



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION**

TOPIC: Strategic Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The Executive Vice President of Strategic Initiatives will provide a monthly update on Strategic Initiatives and introduce the following presenters:

- a. Superhuman Strategic Partnership – *Jenny Maxwell, GM/SVP & Mary Rose Craycraft, Head of Strategic Partnerships, Superhuman for Education (formerly Grammarly)*

The Associate Vice President of Brand Experience and her team will provide a Marketing & Public Relations Update.

ALTERNATIVE(S): N/A

FOR CONTRACTS: N/A

PRESIDENT’S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Michael Hageloh

DATE: 10/31/25

BOARD ACTION: None Required

DATE: 11/18/25

Marketing & Communications

November Board Updates





Integrated Approach

We're uniting marketing and communications to share the College's story and spotlight key initiatives across channels.

River Reach & Results

Through paid, owned, and social media, we're growing awareness and engagement across our communities.

Strategic Initiatives

We're strengthening communications to empower our team, protect our community, and amplify our message.

Next...

We're scaling nationally and using AI to turn awareness into meaningful engagement and results.

Overview



Integrated Approach

Promise Program, Employee Recognitions, New Student Orientation, Transfer Agreements (FIU, UCF), McAlpin New Season, Culinary & Hospitality Program, and More!

Indian River State College
39,964 followers
4w · 🌐

We're proud to share that **Patricia Gagliano, PhD, RN** has been selected as an honoree at the 3rd Annual News Service of Florida Above & Beyond Gala, receiving the Above & Beyond Award. 🌟 ...more

👍👍 Dr. Calvin Williams and 33 others 20 comments

Like Comment Repost

Comment as Indian River State College...

Most relevant ▾

Dr. Calvin Williams · 1st
Authentic Leader | Blogger | Consultant | Leadership Enthusiast | People...
4w ...
Congrats Patricia Gagliano, PhD, RN 🌟
Show translation
Like | Reply · 1 reply

Anthony Dribben ✓ · 2nd
Dean at Indian River State College
4w ...
Congrats **Patricia Gagliano, PhD, RN!**
Like · 1 | Reply · 1 reply

Patricia Gagliano, PhD, RN 📌 · 2nd
Dean @ Indian River State College | PHD in Nursing
4w ...
Anthony Dribben thank you!
Like | Reply

Mueller Campus
October 17 at 2:24 PM · 🌐

Another Seamless Pathway to Student Success 🌟 ... See more

Mueller Campus
Community College

4 2 comments 5 shares

Like Comment Share

View more comments

Suzanne D Bagnera
It's exciting that I can continue to support **#irscCulinary** and **#irscHospitality** students achieve their dreams! We will be on campus on 11/3 in C102 to provide more information for those interested! 🌟

2w Like Reply

NEWSBREAK

Mountain View
[See all locations](#)

Sunny
68°F ☀️

LOCAL

News

Trending

Posts

Crime Map

IRSC Programs Prepare Treasure Coast Residents for Hospitality Careers Amid Industry Demand
8 days ago

Newsbreak on 10/30/25: 17M Potential Viewers | AVE: \$25K

LIVE. LOCAL. LATE BREAKING.

25 WPBF NEWS

SCAN TO REGISTER
25 WPBF

Promise Featured on WPBF 10/28/25: 2.2M Potential Viewers | AVE \$15K



RIVER REACH & RESULTS



Media Channel	Platforms	Reach
Earned	TV, radio, magazine, online, print	1.37B Potential (AVE: \$8.6M)
Social	Meta and LinkedIn	81,618
Paid	Meta and YouTube	776,003



Strategic Initiatives

- **Elevating Our Voice:** Digital News Hub (+ 25%)
- **Expanding Our Reach:** PR Newswire, Paid Digital Media, Social Media Strategy (+30%)
- **Protecting Our Community:** RiverAlert
- **Empowering Our Team:** Internal Communications, Training Opportunities
- **Amplifying Our Message:** External Newsletter Alignment



RIVER NEWS & VIEWS 72°

RiverBlog: When Cold Cases Meet Fresh Eyes: Indian River State College Students Solve Real Crimes

Indian River State College Announces Promise 2026 Prep Sessions to Help High School Seniors Unlock Free Tuition



Indian River State College

3d · 🌐

This is a monthly test of the Indian River State College Emergency Notification System, RiverAlert. No action is required. Regular system testing ensures operational readiness.



Playing Bigger: Integrated National Campaign

- Veterans Services
- AI
- Recruitment
- Promise Program
- Philanthropy-Driven Education
- Changes in Higher Education

AI: Our Newest Stakeholder & Tool

- Optimize AI content for discoverability, not just SEO
- Develop AI-specific communication strategies
- Direct Relationship Manager
- Leveraging AI to streamline and speed up creative process.

Turning Impressions Into Conversions

- Having worked to build the top of our funnel (awareness), we can now start to scale up our lead generation efforts.
- New Element 451 application to allow us to track from lead to application and enrollment.



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

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: 11/18/25

BOARD ACTION:

DATE: 11/18/25



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

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 Susan Caron

DATE: 11/18/25

BOARD ACTION:

DATE: 11/18/25



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 Jose Conrado

DATE: 11/18/25

BOARD ACTION:

DATE: 11/18/25



TOPIC: Strategic Planning Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Jose Conrado

DATE: 11/18/25

BOARD ACTION:

DATE: 11/18/25



TOPIC: Governance & Legislative Affairs Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Melissa Kindell

DATE: 11/18/25

BOARD ACTION: None required

DATE: 11/18/25



TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUBMITTED BY: Dr. Tim Moore

DATE: 10/31/25

BOARD ACTION:

DATE: 11/18/25

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: 2026-2027 Academic and Registration Calendar

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 _____ INFORMATION
 _____ DISCUSSION

SUMMARY:

In accordance with Rule 6A-10.019, Board approval is requested for the 2026-2027 Academic and Registration Calendar for Indian River State College.

ALTERNATIVE(S):

While there are no alternatives to publishing an approved calendar, the calendar could be modified based on the needs of the institution.

FISCAL IMPACT: N/A

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont

DATE: 10/30/25

BOARD ACTION:

DATE: 11/18/25



	Fall Term 2026 www.irsc.edu
2026 Promise Program Pledge deadline.	Monday, July 13
Early registration for eligible students. Please check your student dashboard for eligibility. When you register for courses, you are financially committing to pay for your courses.	Thursday, May 7
Registration of Classes Begins. Payment due at the time of registration for classes. When you register for courses, you are financially committing to pay for your courses.	Tuesday, May 12
Priority Deadline for Receipt of Transcripts, Residency, and Financial Aid documents.	Monday, July 27
Fall Term 2026	Fall Term 2026 Wednesday, August 19 - Wednesday, December 9
Registration Deadline. Last day to pay before late registration. Unpaid courses will be subject to drop for non-payment.	Monday, August 10
Late Registration begins. Registration subject to a nonrefundable late fee. Payment due at the time of registration or courses will be subject to drop for non-payment. When you register for courses, you are financially committing to pay for your courses.	Wednesday, August 12
New Student Orientation	Thursday, August 13 - Friday, August 14
Last Day to Register and Pay. When you register for courses, you are financially committing to pay for your courses.	Tuesday, August 18
Fall Term Begins. Unpaid courses will be subject to drop for nonpayment.	Wednesday, August 19
Last Day to Drop (with tuition refund). If you do not drop by the drop deadline, you are financially committing to pay for your courses.	Tuesday, August 25
Verification of Attendance Deadline. Students who have not attended will receive a grade of "W" on their transcript. When you register for courses, you are financially committing to pay for your courses.	Tuesday, September 1
Last Day to Withdraw with a "W". Financial Aid 60% earn date. If you do not withdraw by the Withdrawal deadline, you will receive a grade in the course.	Thursday, October 29
Deadline to apply/pay for Commencement participation	Friday, November 20
Final Exam Week & Last day of Term	Thursday, December 3 - Wednesday, December 9
Grades Due Online by 8:00 p.m.	Thursday, December 10
Grades Available Online @ 8:00 a.m.	Monday, December 14
Commencement	Wednesday, December 16 Thursday, December 17
College Closed	Monday, September 7 Labor Day Wednesday, November 11 Veterans Day Monday, November 23- Sunday, November 29, Thanksgiving Break Friday, December 18 - Sunday, January 3 Winter Break



	Spring Term 2027 www.irsc.edu
Early registration for eligible students. Please check your student dashboard for eligibility. When you register for courses, you are financially committing to pay for your courses.	Wednesday, October 7
Registration of Classes Begins. Payment due at the time of registration for classes. When you register for courses, you are financially committing to pay for your courses.	Monday, October 12
Priority Deadline for Receipt of Transcripts, Residency, and Financial Aid documents.	Wednesday, November 4
Spring Term 2027	Spring Term 2027 Wednesday, January 6 - Wednesday, April 28
Registration Deadline. Last day to pay before late registration. Unpaid courses will be subject to drop for non-payment.	Monday, December 14
Late Registration begins. Registration subject to a nonrefundable late fee. Payment due at the time of registration or courses will be subject to drop for non-payment. When you register for courses, you are financially committing to pay for your courses.	Wednesday, December 16
Last Day to Register and Pay. When you register for courses, you are financially committing to pay for your courses.	Tuesday, January 5
Spring Term Begins. Unpaid courses will be subject to drop for nonpayment.	Wednesday, January 6
Last Day to Drop (with tuition refund). If you do not drop by the drop deadline, you are financially committing to pay for your courses.	Tuesday, January 12
Verification of Attendance Deadline. Students who have not attended will receive a grade of "W" on their transcript. When you register for courses, you are financially committing to pay for your courses.	Tuesday, January 19
Last Day for Withdraw with a "W". Financial Aid 60% earn date. If you do not withdraw by the Withdrawal deadline, you will receive a grade in the course.	Friday, March 19
Deadline to apply/pay for Commencement participation.	Monday, March 29
Final Exam Week & Last day of Term	Thursday, April 22 - Wednesday, April 28
Grades Due Online by 8:00 p.m.	Thursday, April 29
Grades Available Online @ 8:00 a.m.	Monday, May 3
Commencement	Wednesday, May 5 Thursday, May 6
College Closed	Monday, January 18 MLK, Jr. Day Monday, March 22 - Sunday, March 28 Spring Break



Indian River
State College

Summer Term 2027

www.irsc.edu

Early registration for eligible students. Please check your student dashboard for eligibility. When you register for courses, you are financially committing to pay for your courses.

Wednesday, February 24

Registration of Classes Begins. Payment due at the time of registration for classes. When you register for courses, you are financially committing to pay for your courses.

Monday, March 1

Priority Deadline for Receipt of Transcripts, Residency, and Financial Aid documents.

Friday, March 5

Summer Term 2027

Full Term

Wednesday, May 12 - Tuesday, August 3

Summer A

Wednesday, May 12 - Monday, June 21

Summer B

Thursday, June 24 - Tuesday August 3

Last Day to Register and Pay. When you register for courses, you are financially committing to pay for your courses.

Full Term

Tuesday, May 11

Summer A

Tuesday, May 11

Summer B

Wednesday, June 23

Summer Term Begins

Full Term

Wednesday, May 12

Summer A

Wednesday, May 12

Summer B

Thursday, June 24

Last Day to Drop (with tuition refund). If you do not drop by the deadline, you are financially committed to pay for your courses.

Full Term

Tuesday, May 18

Summer A

Tuesday, May 18

Summer B

Wednesday, June 30

Verification of Attendance Deadline. Students who have not attended will receive a grade of "W" on their transcript. When you register for courses, you are financially committing to pay for your courses.

Full Term

Tuesday, May 25

Summer A

Tuesday, May 25

Summer B

Wednesday, July 7

Last Day for Withdraw with a "W". Financial Aid 60% earn date. If you do not withdraw by the Withdrawal deadline you will receive a grade in the course.

Full Term	Thursday, July 8
Summer A	Tuesday, June 8
Summer B	Wednesday, July 21
Final Exam Week & Last day of Term	
Full Term	Wednesday, July 28 - Tuesday, August 3
Summer A	Tuesday, June 15 - Monday, June 21
Summer B	Wednesday, July 28 - Tuesday, August 3
Grades Due Online by 8:00 p.m.	
Full Term	Wednesday, August 4
Summer A	Tuesday, June 22
Summer B	Wednesday, August 4
Grades Available Online in Workday @ 8:00 a.m.	
Full Term	Thursday, August 5
Summer A	Wednesday, June 23
Summer B	Thursday, August 5
College Closed	Monday, May 31, Memorial Day Monday, July 5, Independence Day

Indian River State College Faculty Service Days 2026-2027

SUMMER 2027 Full Term

50 Service Days
46 Instructional Days

MAY	10	11	12	13	17	18	19	20	24	25	26	27						
JUNE	1	2	3	7	8	9	10	14	15	16	17	21	22	23	24	28	29	30
JULY	1	6	7	8	12	13	14	15	19	20	21	22	26	27	28	29		
AUGUST		2	3	4	5													

Total Days Instructional Days

12 10
18 18
16 16
4 2

50	46
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Classes Begin, Summer 2027 Term: Wednesday, May 12

Final Exams Dates for Summer 2027 Term: Wednesday, July 28 - Tuesday, August 3

Grades Due Online: Wednesday, August 4; 8:00 P.M.

Faculty Service Days: May 10, 11 and August 4, 5

SUMMER 2027 Summer "A"

26 Service Days
22 Instructional Days

MAY	10	11	12	13	17	18	19	20	24	25	26	27		
JUNE	1	2	3	7	8	9	10	14	15	16	17	21	22	23

12 10
14 12

26	22
----	----

Classes Begin, Summer A 2027 Term: Wednesday, May 12

Final Exams Dates for Summer A 2027 Term: Tuesday, June 15 - Monday, June 21

Grades Due Online: Tuesday, June 22; 8:00 P.M.

Faculty Service Days: May 10, 11 and June 22, 23

SUMMER 2027 Summer "B"

26 Service Days
22 Instructional Days

JUNE	22	23	24	28	29	30												
JULY	1	6	7	8	12	13	14	15	19	20	21	22	26	27	28	29		
AUGUST		2	3	4	5													

6 4
16 16
4 2

26	22
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Classes Begin, Summer B 2027 Term: Thursday, June 24

Final Exams Dates for Summer B 2027 Term: Wednesday, July 28 - Tuesday, August 3

Grades Due Online: Wednesday, August 4; 8:00 P.M.

Faculty Service Days: June 22, 23, and August 4, 5

SERVICE DAYS - ACADEMIC YEAR TOTAL: 194

Days with Borders = Classes Begin

NOTE: Days with Shading = Service Days/Non-instructional Days

IRSC Holidays and Observations

IRSC Closed 2026

Labor Day	September 7, Monday
Veteran's Day	November 11, Wednesday
Thanksgiving	November 23 - 29, Monday-Sunday
Winter Break	Dec 18, 2026 -Jan 3, 2027 Friday-Sunday

IRSC Closed 2027

New Year's Day	January 1, Friday
Martin Luther King Day	January 18, Monday
Spring Break	March 22 - 28, Monday - Sunday
Memorial Day	May 31, Monday
Independence Day	July 5, Monday



TOPIC: ACU Commons Institutional Subscription and Comprehensive Course for Certification Cohort

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

ACUE was commissioned by the Arthur Vining Davis Foundations to develop a five-part series on deliberative dialogue in ACUE Commons. This series features 1-hour, flexible Quick Studies with a proven framework to foster constructive conversations, encourage critical thinking, and equip students with the collaboration and problem-solving skills they need in college, careers, and civic life.

This opportunity is at a reduced cost of \$25,000 (typically \$50K+), which includes the 1-cohort of faculty in our Effective Teaching Certification (45 enrollment cap), open access to all ACUE Commons, and the Deliberative Dialogue series. The Effective Teaching Certification is a valuable tool for new faculty members and the Deliberative Dialogue series provides an additional tool for established faculty.

With this partnership, all faculty and staff also receive a year-long ACUE Commons subscription, connecting them to a supportive community and valuable teaching resources. Faculty can take courses on AI, Deliberative Dialogue, and career readiness, earning digital badges for completed courses and continued resource access.

ALTERNATIVE(S): No cost.

FISCAL IMPACT: \$25,000 per year.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 10/27/25

BOARD ACTION:

DATE: 11/18/25



Bill To

Partner Name	Indian River State College	Quote Number	00000222
Contact Name	Heather Belmont	Expiration Date	10/31/2025
Billing Address	3209 Virginia Ave Fort Pierce, FL 34981-5596 USA	Partner Lead	Manuela Ubago

Product	Unit of Sale	Quantity	Sales Price	Total Price	Term/Access Period	Contract Year
ACUE Commons, Institutional Access	Subscription	1.00	\$0.00	\$0.00	One year of access starting on a selected start date, up to 3 months after signing.	Year 1
Comprehensive Course for Certification Cohort	Cohort	1.00	\$25,000.00	\$25,000.00	Course(s) must start within contract term; course(s) remain active for 30 days after completion	Year 1

ACUE Commons must launch by January 2026, and the comprehensive course must launch by the end of February 2026.

By signing this Quote, Indian River State College agrees to participate and satisfy the requirements of the Carnegie Corporation of New York Grant # G-PS-25-63000.

Total Price \$25,000.00

Billing Schedule 100% invoice on signing, net 30

Terms and conditions can be found at [Master Services Agreement for Institutional Partnerships](#)

The below signatory is an authorized representative of their respective institution and agrees to the proposed services and budget.

 Printed Name

 Signature

 Title

 Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

TOPIC: Agreement between the District Board of Trustees, IRSC and Hibiscus Children’s Center

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: This agreement outlines and identifies the roles, responsibilities and relationship between IRSC and the Hibiscus Children’s Center related to the Leadership Academy training.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** December 31, 2027
2. **FISCAL IMPACT:** Revenue \$4,320.00 per Leadership Academy
3. **TERMINATION TERMS:** 14 days

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 10/24/25

BOARD ACTION:

DATE: 11/18/25



Indian River State College

AGREEMENT

between

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

I. PARTIES

This Agreement is made and entered into by and between the District Board of Trustees of Indian River State College, 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 Agreement 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 Agreement is to clearly identify the roles, responsibilities and relationship between IRSC and Hibiscus Children's Center related to the Hibiscus Children's Center Leadership Academy training.

The scope of this Agreement 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 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 UNDER THIS AGREEMENT

- Each Leadership Academy will consist of ten separate 3-hour classes, for a total of 30 total training hours. Leadership academies may be scheduled multiple 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

- Additional 3-hour Training Programs can be requested as add-ons to the 30-hour Leadership Academy Program at a rate of \$497.00 per three-hour course. Requests for training topics not currently in the Continuing Education Catalog will require at least 90-days advanced notice.

V. THE RESPONSIBILITIES OF HIBISCUS CHILDREN’S CENTER UNDER THIS AGREEMENT

- 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 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.

Cost of 30-hour Leadership Academy Training: \$4,320.00 Flat fee

Cost of 3-hour Add-On Trainings: \$497 per course

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
Hibiscus Childrens Center
1145 12th Street
Vero Beach, Florida 32960
Phone: 772.229.6011 ext.204

VIII. AMENDMENTS

This Agreement 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 Agreement must be set forth in writing and such amendment must be signed by all parties to the Agreement in order to become effective or to modify or change this Agreement.

IX. RENEWAL OF AGREEMENT AND TERMINATION

This Agreement shall terminate on December 31, 2027, unless a Renewal Amendment to this agreement is executed by the Signatory Parties which also contains the effective and expiration date.

This Agreement 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 causes, 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 Agreement.

Indian River State College

Hibiscus Children's Center

President, Dr. Timothy E. Moore

Chief Administrative Officer, Lou Boccabella

Date: _____

Date: _____

District Board of Trustees Acting Chair,
J. Brantley Schirard Jr.

Date: _____



TOPIC: Agreement between the District Board of Trustees, IRSC and St. Lucie County

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Annual agreement to continue offering professional development trainings in collaboration with the St. Lucie County Office of Training and Recruitment through December 31, 2026.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** Through December 31, 2026
2. **FISCAL IMPACT:** Potential Revenue Estimated at \$3800.00
3. **TERMINATION TERMS:** 14 days

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 10/25/25

BOARD ACTION:

DATE: 11/18/25

AGREEMENT
between
District Board of Trustees, Indian River State College
and
St. Lucie County

I. PARTIES

This Agreement 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 St. Lucie County, a political subdivision of the State of Florida, whose address is 2300 Virginia Ave. Fort Pierce, FL 34982 (collectively referred to as the “Signatory Parties”).

II. PURPOSE & SCOPE

The purpose of this Agreement is to identify and formalize the roles, responsibilities and relationship between IRSC and St. Lucie County related to A-la-Carte Training programs.

The scope of this Agreement is limited to the development and execution of “A-la-Carte Training” programs to be held on the dates agreed to by each party at IRSC’s Massey Campus in Fort Pierce, at IRSC’s Treasure Coast Public Safety Training Complex or at another IRSC location.

III. IRSC’S RESPONSIBILITIES UNDER THIS AGREEMENT

- a) Provide instructor and location.
- b) Provide evaluations and student sign in sheet to client.
- c) Provide material for training, handouts, etc. for up to 25 participants.
- d) Provide general information about the training.

IV. ST. LUCIE COUNTY’S RESPONSIBILITIES UNDER THIS AGREEMENT

- a) Encourage Program participation
- b) Provide communication to participants regarding class, topics, schedule, and location

V. FEES/PAYMENTS

St. Lucie County will pay IRSC the amount outlined below for the responsibilities provided in Section III. This payment must be made in full within thirty (30) days of receiving the invoice.

Item/Service	Fees
“A-La-Carta Training” The client will choose from any of the a-la-carte selections in our Business Training Catalogs, not to exceed four hours of instruction, with a maximum of 25 students per class, and give SCE 60 days’ notice to coordinate instructors and location. New training topics not currently offered may be requested with a minimum of 90 days’ notice.	\$980 per session.



VI. NOTICES

Whenever, under the terms of this Agreement, 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 Agreement may be sent by regular mail.

Dr. 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

Kelly Lang

Training and Engagement Coordinator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
Phone: 772-462-6419
Email: Kelly.Lang@stlucieco.gov

VII. USE OF INTELLECTUAL PROPERTY

The Signatory Parties agree that any intellectual property, which is jointly developed through activities covered under this Agreement, 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 Agreement will remain the property of the party that provided it. This property can be used by either party for purposes covered by the Agreement but consent will be obtained from the owner of the property before using it for purposes not covered by the Agreement.

VIII. BEST EFFORTS

The Signatory Parties shall use their best efforts to timely and promptly satisfy their obligations under this Agreement.

IX. AMENDMENTS

This Agreement 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 Agreement must be set forth in writing and such amendment must be signed by both

Signatory Parties to the Agreement in order to become effective or to otherwise modify or change this Agreement.

X. TERMINATION OF AGREEMENT

This Agreement shall terminate on December 31, 2026, unless a Renewal Amendment to this Agreement is executed by the Signatory Parties, which also contains the effective and expiration date.

This Agreement may be terminated by either Signatory Party upon fourteen (14) days prior written notice to the other Signatory Party.

XI. SOVEREIGN IMMUNITY

The Signatory Parties agree that the City's and IRSC's liability in all instances shall be limited to the monetary limits set forth in s.768.28, Florida Statutes. Nothing contained herein shall be deemed a waiver of the City's sovereign immunity, whether by contract or by law.

XII. INSURANCE

IRSC shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by IRSC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by IRSC under the Agreement.

The Signatory Parties agree and recognize that it is not the intent of the St. Lucie County that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the St. Lucie County and the County shall not be obligated to provide any insurance coverage other than for the St. Lucie County or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the St. Lucie County as an additional insured under any



other insurance policy or otherwise protect, the interests of the St. Lucie County as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: IRSC shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time.

Commercial General Liability Insurance: IRSC shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

It shall be the responsibility of IRSC to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of IRSC to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required, by written contract." If IRSC, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by IRSC/independent contractor/subcontractor.

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of IRSC to execute the agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment and/or termination of the Agreement.

XIII. HOLD HARMLESS/INDEMNIFICATION

Each Signatory Party agrees to indemnify, defend and hold harmless the other (and its affiliated companies, successors, permitted assigns, and the directors, officers, employees, agents, shareholders and representatives thereof and of the foregoing) from any damage, loss, liability, cost, penalty, or expense of any kind (including reasonable outside attorney's fees, collection costs, mediation, arbitration and litigation costs and



expenses (hereinafter "Liability")) arising out of, resulting from, based upon or incurred through the use or occupancy of IRSC facilities, furniture, equipment or grounds in connection with the activities identified in this Agreement.

XIV. DISPUTE RESOLUTION

The Signatory Parties hereby agree that, in the event of any dispute between the Signatory Parties, relating to this Agreement, the Signatory Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within thirty (30) 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 Agreement in a legal forum.

XV. LIMITATION OF MEMORANDUM

This Agreement 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.

XVI. GOVERNING LAW

This Agreement 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.

XVII. THIRD PARTIES

The Signatory Parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

XVIII. ENTIRE AGREEMENT

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

XIX. SEVERABILITY

If any provision of this Agreement, or the application thereof, shall for any reason or to any extent be invalid or unenforceable, then the remainder of this Agreement 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 Agreement taken as a whole.



XX. EFFECTIVE DATE

This Agreement shall take effect upon signing by both Signatory Parties.

XXI. ASSIGNMENT

Neither Signatory Party may assign or transfer all or any portion of their obligations under this Agreement without the prior written consent of the other party.

XXII. COUNTERPARTS

This Agreement 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.

XXIII. SIGNATORY AUTHORITY

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

Indian River State College

St. Lucie County

Dr. Timothy E. Moore, President

(Name, Title)

Date: 11/18/25

Date: _____

J. Brantley Schirard Jr, Acting Chair, District
Board of Trustees

Date: 11/18/25



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ACTION

TOPIC: Clinical Affiliation Agreements:

- Dr. Tripp & Associates
- Sugarhill Dental
- Symmetry Vascular

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Board approval is requested for the attached Health Science Student(s) Experience Agreement 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 agreement 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: This agreement shall be effective for 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: 10/23/25

BOARD ACTION:

DATE: 11/18/25



Indian River

STATE COLLEGE
1000 UNIVERSITY BOULEVARD
FORT PIERCE, FLORIDA 34981

NO. 950A

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 **DR. TRIPP & ASSOCIATES**, 540 NW University Boulevard, Suite 204, Port St. Lucie, Florida 34986, 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:

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 - 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**.
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HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

DR. TRIPP & ASSOCIATES

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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.
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HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

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DR. TRIPP & ASSOCIATES

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

Dr. Shardae Tripp
Shardae Tripp, DMFT, LMHC, QS, C.E.O.
DR. TRIPP & ASSOCIATES

10/14/25
Date

J. Brantley Schirard Jr., Acting Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

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

Date



NO. 893A

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 **SUGARHILL DENTAL**, 3380 ne Sugarhill Avenue, Jensen Beach, Florida 34957, 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:

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**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
SUGARHILL DENTAL**

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

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- 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

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Melissa Kindig, D.M.D., Owner
SUGARHILL DENTAL

Sept 30, 2025
Date

J. Brantley Schirard Jr., Acting Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

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

Date



NO. 949A

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HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
SYMMETRY VASCULAR CENTER

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SYMMETRY VASCULAR CENTER
Page 5**

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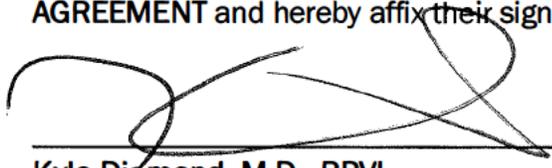
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Kyle Diamond, M.D., RPVI
SYMMETRY VASCULAR CENTER

9/29/2025
Date

J. Brantley Schirard Jr., Acting Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

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

Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Fort Pierce Utilities Authority Contract

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 Fort Pierce Utilities Authority for providing Commercial Driver License (CDL) Evaluation, Training, and Testing Services.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** One Year from execution
1. **FISCAL IMPACT:** Projected revenue estimated to be a minimum of \$55,200
2. **TERMINATION TERMS:** 90 Days

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 10/16/25

BOARD ACTION:

DATE: 11/18/25

**FORT PIERCE UTILITIES AUTHORITY
CONTRACT**

THIS CONTRACT (“Contract”), effective as of the date last signed below (“Effective Date”), is made between the Fort Pierce Utilities Authority (“FPUA”) and The District Board of Trustees of Indian River State College, a Florida institution of higher education, with its principal address at 3209 Virginia Avenue, Fort Pierce, FL 34981 (“Contractor”).

WHEREAS, the FPUA issued Request for Informal Quote (“RFIQ”) # 25-15-051 for Commercial Driver License (CDL) Evaluation, Training and Testing Services on June 13, 2025, attached hereto as Exhibit “A” and incorporated by reference;

WHEREAS, the FPUA has determined that it is necessary, expedient, and in the best interest of the FPUA to retain a contractor to perform Commercial Driver License Evaluation, Training and Testing Services (“Services”);

WHEREAS, the FPUA evaluated the responses received and found the Contractor licensed and insured to perform the Services;

WHEREAS, the Contractor has reviewed the Contract and is qualified, willing and able to provide and perform the Services in accordance with the terms and conditions hereafter set forth.

NOW THEREFORE, the FPUA and the Contractor, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, do agree as follows:

1. **Recitals.** The foregoing recitals are true and correct as forming the intent and purpose of the agreement between the parties and hereby incorporated into this Contract.

2. **Services.** The Contractor shall provide Commercial Driver License (CDL) Evaluation, Training, and Testing Services in accordance with Contractor’s Proposal submitted in response to RFIQ # 25-15-051 and attached hereto as Exhibit “B” (“Contractor’s Proposal”). In the event of a conflict between the terms and conditions of the RFIQ #25-15-051, Contractor’s Proposal, and this Contract, the terms and conditions of this Contract shall control, followed by the RFIQ, followed by the Contractor’s Proposal.

3. **Term.** This Contract shall commence upon execution and terminate on one year therefrom, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties. The Contract may also be amended at any time during its term, provided that such amendments are made in writing and signed by both parties.

4. **Compensation.**

4.1. The FPUA shall pay the Contractor for Services rendered hereunder and completed in accordance with the terms and conditions pursuant to the Training and Tuition rates in accordance with the Contractor’s pricing proposal attached hereto as Exhibit “B”.

4.2. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a purchase order from the FPUA. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and FPUA may elect to issue no purchase orders. If a purchase order is issued, the FPUA reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

5. Method of Payment.

5.1. The FPUA shall pay the Contractor through payment issued by its Finance Department in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the FPUA's Project Manager indicating that services have been rendered in conformity with this Contract. Payment shall be made within forty-five (45) days of receipt of accepted invoice.

5.2. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to the Contractor's Proposal attached hereto and incorporated herein.

5.3. The Contractor's invoices shall be in a form satisfactory to the FPUA Finance Department, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the FPUA.

6. Termination.

6.1. **Termination for Convenience.** This Contract may be terminated by the FPUA, in its sole discretion, for convenience at any time and without cause, upon thirty (30) days written notice to Contractor. In the event of termination for convenience by the FPUA, the Contractor shall cease work and shall deliver to the FPUA all Deliverables as defined herein prepared or obtained by the Contractor in connection with its Services. The FPUA shall upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to (1) the fee for each completed and accepted task plus (2) the fee for the percentage of the work completed in any authorized but uncompleted task, less (3) all previous payments made. Contractor acknowledges that the 30 days' notice provision set forth in this Section is adequate additional consideration supporting this Termination for Convenience clause.

6.2. Termination for Cause.

6.2.1. This Contract may be terminated before the expiration date of the Term on written notice:

6.2.1.1. by Contractor, only in the event the FPUA fails to pay the Contractor's properly documented and submitted invoice and such failure

continues for ninety (90) days after FPUA's receipt of written notice of nonpayment;

6.2.1.2.by FPUA, if the Contractor breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Contractor with 15 days after the FPUA's receipt of written notice of such breach;

6.2.1.3.by FPUA, if the Contractor (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (F) the Contractor or any employee, servant, or agent of Contractor is indicted for any crime arising out of or in conjunction with any work being performed by Contractor for or on behalf of FPUA.

6.2.2. In the event of termination for cause by the FPUA, the Contractor shall promptly discontinue all Services. The FPUA may take over the Services and perform the Services to completion by agreement with another party or otherwise, including utilizing the services of Contractor's subcontractors. In such case, Contractor shall be liable to FPUA for any additional cost occasioned to FPUA thereby. In doing so, FPUA shall not waive its right to pursue any remedy that it may have against Contractor arising out of Contractor's performance hereunder. Upon Contractor's request, Contractor shall assign to FPUA, any subcontractor agreement that is required in order to complete the Services.

6.2.3. When FPUA terminates for cause, Contractor shall not be entitled to receive payment for any Services not actually and adequately completed.

6.2.4. In the event the Contract is terminated by FPUA for cause pursuant to this subsection 6.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 6.1 and the provisions of subsection 6.2 shall apply.

6.3. Termination for Non-Appropriation. FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 6.1.

6.4. In connection with any termination of the Contract for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not performed as

of the effective date of termination. In no event will the FPUA be responsible for lost profits of the Contractor or any asserted damages which may arise out of an alleged premature termination of this Contract.

6.5. Contractor's obligations to FPUA arising from Contractor's improper acts or omissions, including but not limited to insurance obligations under this Contract, shall survive the termination of this Contract.

6.6. The obligations and duties imposed by this Contract on Contractor and FPUA's rights and remedies available hereunder are in addition to, and not a limitation of, any other obligations, duties, rights and remedies provided by law or under this Contract.

7. FPUA Project Manager. The Project Manager is hereby designated by the FPUA to be the Director of Human Resources and Risk Management, or other alternate designate who shall represent the FPUA in all technical matters pertaining to and arising from the Services performed under this Contract. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Contract, including but not limited to:

7.1. Review of all Contractor payment requests for approval or rejection.

7.2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

8. Standards of Conduct.

8.1. The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

8.2. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

8.3. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder. The Contractor further represents that no person having any such interest shall be employed to perform those services. The Contractor agrees to incorporate the provisions of this Section in any subcontract into which it might enter with reference to the work performed.

8.5. Contractor shall, under no circumstance, look to FPUA to provide any labor or equipment for Contractor or the Services to be performed pursuant to this Contract. Contractor shall provide all of the labor and equipment necessary to perform the Services contracted for at the expense and sole risk of Contractor.

9. Compliance with Federal, State and Local Laws.

9.1. General. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

9.2. Permits. Contractor shall procure the permits, certificates, and licenses necessary to allow Contractor to perform the Services.

9.3. Public Records. Florida Public Records Law, Chapter 119, Florida Statutes, applies to this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT FPUA'S CUSTODIAN OF PUBLIC RECORDS AT PO BOX 3191, FORT PIERCE, FL 34948; 772-466-1600; PUBLICRECORDS@FPUA.COM.

If, under this Contract, the Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers

all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9.4. Protection of Trade Secret or Confidential Material. If the Contractor considers any information made or received in the course of performing the Contract to be a trade secret or otherwise confidential under Florida or federal law, Contractor must designate that portion of the materials by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (the Confidential Material). If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA for all claims, costs, fines, and attorney's fees arising from or relating to the designation of Confidential Material.

9.5. Scrutinized Companies List. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (a) of any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel, or (b) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473, or (c) is engaged in business operations in Cuba or Syria. Contractor further acknowledges that FPUA may immediately terminate any contract if Contractor is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

9.6. Public Entity Crimes. Pursuant to Section 287.133(2) (a), Florida Statutes, a contractor who has been placed on the Convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide services for a public entity, may not be awarded a contract and may not transact business with a public entity for services, the value of which exceeds the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

9.7. E-Verify Required. Pursuant to Section 448.095, Florida Statutes, FPUA and every contractor (including Contractor) and subcontractor entering into an agreement to

provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to Section 448.095, a contract terminated under this provision is not a breach of contract.

9.8. State and Federal Funding. If FPUA determines that modifications to this Contract or any Addenda hereto are required to qualify for State or Federal funding for Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, FPUA shall have the right to terminate this Contract for its convenience.

10. Force Majeure. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the FPUA's purchase order or specified by the FPUA's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force Majeure" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Contract, and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, strikes, work slowdowns or other labor disturbances, judicial restraint, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either FPUA or Contractor under this Contract. Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Contract.

11. Insurance.

11.1. General. Contractor shall be responsible for all damage to life and property due to the negligent acts, errors, or omissions of Contractor, their subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work, both temporary and permanent. Contractor will not be given a Notice to Proceed until Contractor has furnished an insurance certificate or certificates in a form satisfactory to FPUA, showing that Contractor has complied with this Section.

11.2. Minimum Insurance Requirements During Entire Term of Contract.

Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

11.3. Workers’ Compensation/Employers’ Liability.

Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law. The Workers’ Compensation policy must be endorsed to waive the insurer’s right to subrogate against FPUA, and its members, officials, officers and employees. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	“Statutory”	
Part Two:	\$ 100,000	(Each Accident)
	\$ 100,000	(Disease-Each Employee)
	\$ 500,000	(Disease-Policy Limit)

11.4. Commercial General Liability.

The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA’s board members, officials, officers and employees shall be included as “Additional Insureds” on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, Contractors or Contractors). The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$ 500,000
Personal and Advertising Injury	\$ 500,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Medical Expense (any one person)	\$Nil
Damage to Rented Premises (ea. Occurrence)	\$Nil

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after termination or expiration of the Contract. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

11.5. Automobile Liability.

Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

and approved by FPUA. An appropriate Certificate of Insurance (identifying the project, if applicable) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance. Any deductible or self-insurance retention should be indicated on the certificate of insurance. With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

11.8. Certificates. Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees.

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Program Manager

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@FPUA.com

12. Indemnification. Intentionally Omitted.

13. Sovereign Immunity. The FPUA and Contractor expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the FPUA or Contractor 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 FPUA or Contractor 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 Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the FPUA or Contractor, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. Miscellaneous.

14.1. Assignability. Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of FPUA, provided that claims for the money due or to become due to Contractor from FPUA under this Contract may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to FPUA.

14.2. Attorney's Fees. Intentionally Omitted.

14.3. Survivability. The provisions of this Contract which by their terms call for performance subsequent to termination of Contractor hereunder, or of this Contract, shall so survive such termination, whether or not such provisions expressly state that they shall so survive.

14.4. Severability. The invalidity, illegality, or un-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

14.5. Choice of Law and Venue. This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

14.6. Waiver. Neither the FPUA's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The rights and remedies of the parties provided for under this Contract are in addition to any other rights and remedies provided by law.

14.7. Independent Contractor. Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the method of performance. FPUA has no obligation to supervise the methods used, but FPUA shall have the right, but not the obligation to observe such performance. Contractor shall work closely with FPUA in performing services under this Contract.

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

If to FPUA:

Fort Pierce Utilities Authority
Attn: Grisel Cortes
206 S. 6th Street
Fort Pierce, FL 34950

With Copy to:

Fort Pierce Utilities Authority
Attn: General Counsel
206 S. 6th Street
Fort Pierce, FL 34950

If to Contractor:

Indian River State College
Attn: Dean of Education
3209 Virginia Avenue
Fort Pierce, FL 34981

With Copy to:

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

14.9. Entire Contract. This Contract (including any Attachments hereto) constitutes the entire Contract between FPUA and Contractor, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

14.10. Counterparts. This Contract 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.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representative to execute this Contract on the date set forth below.

FORT PIERCE UTILITIES AUTHORITY

THE DISTRICT BOARD OF TRUSTEES, INDIAN RIVER STATE COLLEGE



Board Chair

10/21/25

Date

ATTEST:


Board Secretary

Signature

Printed Name

Title

Date

APPROVED AS TO LEGAL FORM:



FPUA General Counsel

Request for Informal Quote

Posted 6/13/2025

RFQ No. 25-15-051 (1)

COMMERCIAL DRIVERS LICENSE (CDL) EVALUATION, TRAINING AND TESTING SERVICES

All quotes must be received by the date shown below, e-mail preferred to cwilson@fpu.com:

Request for Quote Deadline Due date: **6/27/2025 10:00 AM EST**

1. WORK OBJECTIVE

Fort Pierce Utilities Authority (FPUA) is accepting quotes for Commercial Driver's License (CDL) Evaluation, Training and Testing Services.

8. INQUIRIES/QUESTIONS

All inquiries and questions are to be directed to:

Carol Wilson, Human Resource Specialist

Email: cwilson@fpu.com

EXHIBIT B

SCHOOL OF EDUCATION
DIVISION OF CONTINUING EDUCATION
IRSC.EDU



June 16, 2025

Carol Wilson
Fort Pierce Utility Authority
500 Boston Avenue
Fort Pierce, FL 34950

RE: Request for Bid for COMMERCIAL DRIVERS LICENSE (CDL) EVALUATION, TRAINING and TESTING SERVICES

Ms. Wilson:

Indian River State College (IRSC) is pleased to respond to Fort Pierce Utility Authority's (FPUA) Request for Bid for Commercial Drivers License (CDL) Evaluation, Training And Testing Services received June 12, 2025 for a contract period ending in June 2026.

COMMERCIAL DRIVERS LICENSE (CDL) EVALUATION, TRAINING and TESTING SERVICES

<u>Service</u>	<u>Number of Hours</u>	<u>Hourly Rate</u> <u>(Per Student/ minimum number of 12 students per contract period)</u>	<u>Total Per Student</u>
CDL Class A Classroom and Range/Road Training	160	\$23.00	\$3,680.00
CDL Class B Classroom and Range/Road Training	40	\$23.00	\$920.00

<u>Service</u>	<u>Testing Rate</u> <u>(Per Attempt/minimum number of 12 exam attempts per contract period)</u>
Class A Test	\$300.00
Class A Retest with optional two-hour instructional review	\$250.00
Class B Test	\$250.00
Class B Retest with optional two-hour instructional review	\$200.00

All training and testing at the rates above to be provided in fully insured FPUA supplied vehicles at Indian River State College approved training and testing facilities.

EXHIBIT B



COURSE DESCRIPTIONS

CDL Class A: This 160-hour course of instruction focuses on safety issues, federal rules and regulations, one-on-one driver training instruction and acquiring the class A CDL License.

The Entry Level Driver Training (ELDT) CDL Class A program begins with one week (40 hours) of classroom instruction. After successful completion of the classroom portion, the second, third, and fourth weeks of the program (120 hours) consist of pre and post-trip inspection, behind the wheel backing skills, and behind the wheel road training. The behind the wheel portion consists of multiple training sessions, done on our range which is located at the St. Lucie County Fair Grounds, 15601 Midway Rd., Ft. Pierce, Florida, 34945. Other approved range sites may be used based on need.

This program can be completed on a part time basis if needed. Part time attendance will extend the program from four weeks to up to eight weeks.

PRIOR to enrollment in CDL Class A program students must:

- Obtain a DOT Medical Card and Complete the Required Drug Screening.
- Obtain a Commercial Driver Learner's Permit.
- Order a Motor Vehicle Report (MVR).

CDL Class B: This 40-hour course of instruction focuses on safety issues, one-on-one driver training instruction and acquiring the Class B CDL License.

This ELDT Class B Commercial Driver program is one week (40 hours) of instruction. After successful completion of an approved online training program, in-person training includes pre and post-trip inspection, behind the wheel backing skills, and behind the wheel road training. Online instruction must be completed prior to the start of range training. The behind the wheel portion consists of multiple training sessions, done on our range which is located at the St. Lucie County Fair Grounds, 15601 Midway Rd., Ft. Pierce, Florida, 34945. Other approved range sites may be used based on need.

PRIOR to enrollment the CDL Class B program students must:

- Obtain a DOT Medical Card and Complete the Required Drug Screening.
- Obtain a Commercial Driver Learner's Permit.
- Order Your Motor Vehicle Report (MVR).



PROGRAM OUTCOMES

Since the relaunch of our CDL program in September of 2024, 100% of the students who have completed our full program have successfully earned their Commercial Driver License, with 90% passing the CDL Class A exam on their first attempt.

CONTRACTS PROCESS

Upon acceptance of this bid, the subsequent contract would require approval from the Indian River State College District Board of Trustees. Due to this process, we cannot guarantee a contract start date of July 1, 2025 as requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Etter".

Stephanie Etter, D.Sc.
Dean, School of Education
setter@irsc.edu



TOPIC: H5P.com Saas Agreement

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

H5P is a tool that enables the creation of interactive learning content directly in our LMS, improving student engagement with activities like quizzes and interactive videos. We are requesting an upgrade to our license to pilot two new features: the Layout Builder, which supports more flexible and polished course design, and AI Smart Import, which helps convert existing materials into interactive formats more efficiently.

ALTERNATIVE(S): Moving forward with our standard license.

FOR CONTRACTS:

1. **TERM:** 1 Year, auto-renewal unless either party provides 60-day written notice
2. **FISCAL IMPACT:** 2,576 USD per year.
3. **TERMINATION TERMS:** Termination requires 60 days’ written notice prior to the end of the current term or may occur immediately if either party commits a material breach that is not remedied within 30 days or involves repeated violations.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Mia Tignor / Katie Profeta

DATE: 10/27/25

BOARD ACTION:

DATE: 11/18/25



H5P.com SaaS Agreement

PARTIES

1. H5P Group AS, a company incorporated in Norway (registration number 912 282 910) having its registered office at Strandgata 9, 9008 Tromsø (the "**Provider or "H5P"**"); and
2. Indian River State College, 3209 Virginia Avenue, Fort Pierce, Florida 34981
Email address: kprofeta@irsc.edu (the "**Customer"**").

H5P and the Customer are collectively called the Parties. The Parties agree to the following:

AGREEMENT

1. H5P.com Services and Grant of Use

H5P agrees to provide the Customer with a web application service called H5P.com and other applications made available to the Customer, including any material, duty, function, or task H5P provides, facilitates, makes available, or performs under this Agreement ("Services"). The Services include features and functionalities as described in the applicable documentation.

Upon the Effective Date, H5P shall permit the Customer and its authorized users to use the Services in a non-exclusive, non-transferable, time-limited manner (revoked upon termination) as set forth in this Agreement, according to the specified number of users and usage limits for the Customer's business purposes (e.g., students and employees). Each author and learner account must be assigned to a single individual and is strictly limited to use by that individual only. Account credentials, including passwords, may not be shared or used by others. The Customer may increase its number of users by notifying H5P at Sales@h5p.com and paying the applicable fee. Failure to pay may result in termination of this Agreement by H5P.

2. Fees

H5P will invoice Customer annually for the fees associated with the upcoming period, starting as soon as possible after the Effective Date. Customer shall provide H5P with a billing contact for matters related to the receipt and payment of invoices, which may be updated by the Customer from time to time upon written notice to H5P. If no billing contact is provided, H5P will use the contact details set forth in the Parties section. Customer shall notify H5P of any material increase to the Customer's number of staff and students and such change may result in a commensurate adjustment in fees. If Customer exceeds its quantity set out under this Agreement, H5P reserves the right to charge the customer an overage fee. The fees set out below are the billable minimum for the period.

Fees per year: 2576 USD

The following usage quotas apply to Customer's use of the Services. H5P may review Customer's use of the Services from time to time to ensure compliance by Customer with these terms:

Feature	Limit
Number of Authors	7
Number of Learners	No Drill down reporting
Monthly data transfer	2.5 TB
Storage	257 GB
Drilldown reporting	Not Included
Student authoring	Not Included
Support	Email support for 1 user
H5P Premium license	Included
AI Imports per year (only if Customer has purchased H5P Premium license)	403



Fee per extra GB of transfer: 0.12 USD

Fee per extra GB of storage per year: 1 USD

Pricing Notes and Definitions

“Author” is a user model determined by the number of users who create and publish content interactives using the Services and the number of students accessing those content interactives.

“AI Import” means any single request made to H5P AI Services by a user, inclusive of any Input and Output in such single request. Customer shall be entitled to the number of AI Imports as set out in this Agreement. If Customer exceeds its number of AI Imports during a contract year, H5P may limit, or suspend, Customer’s use of the H5P AI Services. Any unused AI Imports provided under this Agreement during the applicable contract year shall expire at the end of that contract year and will not roll over or be available for use in any subsequent contract year.

2. H5P AI Services

Certain Service, such as H5P Premium, may include functionalities that can make predictions, recommendations, decisions, generate text, images, or other media through the use of artificial intelligence models ("H5P AI Services"). If Customer optionally purchases such H5P AI Service, Customer agrees to the terms and conditions set out at <https://h5p.org/ai-services-terms> as they relate to H5P AI Services.

H5P reserves the right to increase the price of the Agreement annually up to 10% without requiring prior notification or consent from Customer. This price increase shall be implemented automatically on each annual renewal of the Agreement. Customer acknowledges and agrees that the annual price increase is intended to account for inflation, rising operational costs, and the general market conditions affecting the delivery of the H5P Services.

3. **Term and Termination**

This Agreement shall become effective on the date it is signed by the Customer ("Effective Date"). The initial term of this Agreement shall be one (1) year from the Effective Date and shall automatically renew for successive one-year periods on each anniversary of the Effective Date, unless terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement effective at the end of the then-current term by providing the other party with at least sixty (60) days' prior written notice. Either party may terminate this Agreement immediately by providing written notice if:

- a) The other party commits a material breach of this Agreement which is incapable of remedy;
- b) The other party commits a material breach of this Agreement which is capable of remedy, but fails to cure such breach within thirty (30) days after receiving written notice specifying the breach and requiring its remedy; or
- c) The other party persistently breaches this Agreement, regardless of whether such breaches collectively constitute a material breach.

H5P may suspend the provision of H5P.com if any amount due under this Agreement is overdue, and H5P has given the Customer at least thirty (30) days' prior written notice of its intention to suspend H5P.com services until payment is received.

4. **Effects of Termination**

Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

Within 30 days following the termination of this Agreement for any reason:

- a) the Customer must pay to H5P any charges in respect of Services provided to the Customer before the termination of this Agreement; and



b) H5P must refund to the Customer any charges paid by the Customer to H5P in respect of Services that were to be provided to the Customer after the termination of this Agreement, without prejudice to the parties' other legal rights.

5. **H5P.com availability and prohibitions**

H5P shall use reasonable commercial efforts to make the Services available at least 99.9% of the time per calendar month, excluding scheduled outages, maintenance windows, and other outages resulting from events beyond H5P's control. Customer shall promptly report incidents to H5P that it considers downtime. H5P shall investigate and reasonably classify any reported outage/occurrences downtime. In making its classification, H5P shall rely solely upon its own statistics software and monitoring equipment. Customer acknowledges the Services may be unavailable to Customer from time to time due to scheduled downtime, maintenance windows, and unexpected outages. In such cases, H5P's sole obligation is to use commercial efforts to promptly make the Services available to Customer.

The Customer must not use H5P.com in any way that: (a) causes or may cause damage to H5P.com or impairs its availability or accessibility; (b) is unlawful, illegal, fraudulent, or harmful. Customer shall not (and shall not permit its users to) use or access the Services to: (i) decompile, disassemble, modify the source code of, or reverse engineer the IP; (ii) copy, modify, adapt, create derivative works, or translate the IP; (iii) rent, lease, license, lend, transfer, sublicense, assign, sell or otherwise transfer or provide access to the IP to any third party except as expressly authorized hereunder; (iv) use or allow anyone to use the Services to compete with H5P in any way; (v) alter, remove or cover proprietary notices in or on the IP. Any default in Customer's obligations under this section may cause irreparable harm to H5P. If Customer takes or threatens any action that may infringe on H5P's IP rights, H5P may seek injunctive or other equitable relief in addition to any damages to which H5P may be entitled.

6. **Customer Data**

Customer owns and retains all right, title and interest to, or has appropriate possessory rights in any information, data, results, or other materials uploaded to or through the Service ("Customer Data"). The Customer hereby grants to H5P a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, and translate the Customer Data to the extent reasonably required for the performance of H5P's obligations and the exercise of H5P's rights under this Agreement. The Customer also grants to H5P the right to sub-license these rights to its hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of H5P's obligations and the exercise of H5P's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.

Customer warrants that (a) it and its users have all rights necessary to upload or process Customer Data in the Services; (b) the Customer Data will not infringe intellectual property rights or other legal rights of any person; and (c) the Customer Data will not breach the provisions of any law, statute, or regulation, in any jurisdiction and under any applicable law. To the extent permitted under applicable law, Customer shall indemnify and hold harmless H5P from any claims, damages, or liabilities arising from any infringement of intellectual property rights or other legal rights by the Customer Data.

H5P will use commercially reasonable efforts to (a) back up Customer Data daily, (b) be able to restore H5P.com to the state at the time of backup, and retain each backup securely for at least 14 days.

7. **H5P Intellectual Property Rights**

H5P and/or its vendors retains sole and exclusive ownership of and all intellectual property rights ("IP") in the Services, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the Services. The IP is protected by intellectual property and copyright laws and treaties. H5P reserves its rights and interests in connection with the IP, except as expressly granted to Customer pursuant to this Agreement. H5P does not transfer any title to or interest in its IP.



8. **Payment Terms and Taxes**

All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to H5P. Travel and per diem expenses (if applicable) are not included in the fees and per diem and actual travel costs and will be billed to Customer upon completion.

H5P may elect to vary any element of the charges by giving to the Customer not less than 60 days' written notice of the variation in advance of the anniversary of the date of execution of this Agreement.

The Customer must pay the invoice within the period of 30 days following the issue of an invoice.

The Customer must pay the invoice by credit card, direct debit or bank/wire transfer (using such payment details as are notified by H5P to the Customer from time to time).

If the Customer does not pay any amount properly due to H5P under this Agreement, H5P may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

9. **Data protection and confidentiality**

No party shall furnish Confidential Information (defined as technical, business, marketing, proprietary, trade secret, personal or other information in any form (e.g., oral, written, electronic)) to any unauthorized person or entity. No party shall be bound by confidentiality obligations if the Confidential Information (i) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (ii) was already rightfully in its possession before the commencement of negotiations that led to this Agreement; (iii) is learned from a third party under no apparent duty of confidentiality and is not otherwise protected under law; or (iv) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

The parties shall comply with applicable data protection laws, such as the General Data Protection Regulation (GDPR), with respect to the control and processing of Customer's Personal Information (defined as any data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person). H5P shall not collect, use or disclose Personal Information except to carry out its obligations under this Agreement. The Data Processing Agreement (DPA), available at <https://www.d2l.com/legal/data-processing-addendum/>, shall supplement the terms of this Agreement and be binding on the parties to the extent of any processing of Personal Information.

10. **Limitations and exclusions of liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN RESPECT OF ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE EVEN IF THE OTHER PARTY HAD ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF H5P TO THE CUSTOMER UNDER THIS AGREEMENT IN RESPECT OF ANY EVENT OR SERIES OF RELATED EVENTS SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY THE CUSTOMER TO H5P UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE COMMENCEMENT OF THE EVENT OR EVENTS.

EXCEPT FOR CUSTOMER'S INDEMNITY OBLIGATIONS TO H5P WITH RESPECT TO CUSTOMER DATA, THE AGGREGATE LIABILITY OF THE CUSTOMER TO H5P UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY THE CUSTOMER TO H5P UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE COMMENCEMENT OF THE EVENT OR EVENTS.



11. Variation of the Agreement

No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

H5P may vary this Agreement by giving to the Customer at least 30 days' written notice of the proposed variation, providing that if H5P gives to the Customer a notice under this Clause 13.3, the Customer shall have the right to terminate this Agreement by giving written notice of termination to H5P at any time during the period of 14 days following receipt of H5P's notice.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all other agreements, arrangements and understandings, or any other communication, including any addendums or side-letters, between the parties in respect of that subject matter.

Any purchase order terms, or similar buyer terms proposed by the Customer are hereby voided. Any purchase order references on invoices from H5P are only there to help the Customer's procurement process and do not take precedence over the terms of this Agreement. For the sake of clarity, the Parties agree that a purchase order reference on an invoice is not a sign of acceptance of the Customer's purchase order terms.

13. Governing Laws and Jurisdiction

This Agreement will be governed by Norwegian laws. The parties agree to comply with all applicable laws and regulations including but not limited to any applicable privacy or data protection regulations and any applicable export control laws. Any disputes will be settled amicably between the Parties. If the Parties cannot reach a resolution within 60 days of the dispute, the Parties agree to submit it to the jurisdiction of appropriate courts in Norway. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by email, provided that the sender retains proof of successful transmission. All notices shall be deemed effective upon receipt. Notices to Customer will be sent to the names, addresses, email address, or numbers set out in the Parties section of this Agreement. All notices to H5P shall be sent to Strandgata 9, 9008 Tromsø, or, if sent by email, to sales@H5P.com and a copy to Legal Department, D2L Corporation at 137 Glasgow Street, Suite 560, Kitchener, ON, N2G 4X8 or, if sent by email, Legal@D2L.com.

14. Miscellaneous

In no event, H5P will be held responsible or liable, for any failure or delay in the performance of its obligations under this Agreement, arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemic situation, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of communication services.

Neither party is an agent, employee, partner, joint venturer or legal representative of the other, and H5P is an independent contractor to Customer.

Customer's delays may affect H5P's ability to perform Service under this Agreement. If H5P is unable to perform the Services due to Customer's delays, H5P shall notify Customer and, if Customer is unable or unwilling to remedy the delays within 30 days from notification, all fees and related charges under the Agreement become due and payable and H5P may immediately invoice for such fees.

Any obligations which by their nature are intended to survive under these terms, such as payment terms, a party's indemnity obligations to the other party, shall survive termination or expiration of these terms or the Agreement.

Except as otherwise set forth herein, H5P makes no warranty with respect to any technology, services, rights or other subject matter of this Agreement and hereby disclaims warranties of merchantability and fitness for a particular purpose.



EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

AGREED AND ACCEPTED

H5P Group AS

Indian River State College

By:

By:

Name:

Ann Karin Syvertsen

Name:

Title:

Customer Success Manager

Title:

Date:

August 28th 2025

Date:

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CUSTOMER

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreement with Workforce Wise

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

This agreement outlines the services to be provided for work outlined in IPDAE’s Scope of Work (SOW) for the 2025-26 grant year. All vendors are approved for IPDAE’s SOW by Florida Department of Education.

VENDOR	TERM OF CONTRACT	AMOUNT
Workforce Wise Solutions, LLC.	November 1, 2025– June 30, 2026	\$25,500

ALTERNATIVE(S): N/A

FOR CONTRACTS:

- TERM:** November 1, 2025 – June 30, 2026
- FISCAL IMPACT:** All fees are covered by grant funds (GR01235).
- TERMINATION TERMS:** 14 days

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Tammy Serrano

DATE: 10/23/25

BOARD ACTION:

DATE: 11/18/25



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$3,500 OR MORE

WHEREAS, INDIAN RIVER STATE COLLEGE in the County of (Saint Lucie, Martin, Okeechobee & Indian River) and State of Florida (the "College") has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the College; and

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

WHEREAS Workforce Wise Solutions, LLC. (the "Contractor") having a principal place of business at 20180 Happy Dale Lane, Estero, FL 33928 USA is qualified to provide the services required by the College.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. **Scope of Services.** The Contractor shall perform services as follows: Development of the Introduction to Teaching Students with Disability Course to be provided in accordance with the Contractor's Proposal dated 10/22/2025 attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Indian River State College located at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, and will terminate on 6/30/2026; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: Twenty thousand and No/cents dollars (\$20,000.00) for course planning, research, meetings and construction of modules; Five thousand Five hundred and No/cents dollars (\$5,500.00) for instructional design of the course and under no circumstances whatsoever shall the fee exceed, Twenty Five Thousand Five Hundred and No/cents dollars (\$25,500.00). The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

- a. Require the Contractor to work exclusively for the College; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Provide more than minimal training for the Contractor; and
- e. Provide tools or benefits to the Contractor; and
- f. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the College; and
- g. Pay the Contractor individually if the Contractor is an individual; instead, the College will make all compensation checks payable to the trade or business name under which the Contractor does business; or
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the College.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the College has any personal or beneficial interest whatsoever in the service or property described in this agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld.

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the College hold harmless another person or entity;
- b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
- d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
- e. Any State Board of Education (SBE) rules located in the Florida Administrative Code (FAC).

12. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

13. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement, with or without cause, by notifying the other party in writing of its intention to take such action. In the event of termination, the College shall be obligated to pay the Contractor only for services rendered up to the effective date of termination. The College's obligations under this

Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Contractor. In addition, the College may terminate this Agreement immediately without prior notice if the Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

14. Indemnification. The Contractor agrees to indemnify, and hold the College harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the College or its employees, representatives, or agents, which arises directly or indirectly from any *negligent* act or omission of the Contractor, including but not limited to any misconduct or neglect by the Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, the Contractor indemnify the College against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the College; and the Contractor will reimburse the College for any award, judgment or fine against the College based on the position the Contractor and/or any of its employees, subcontractors or agents, who provides any services to the College related to this Agreement was ever the College's employee, and all attorneys' fees and costs the College reasonably incurs defending itself against any such liability.

15. Governing Law. Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void.

16. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

17. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Florida Statute §768.28.

18. Binding Arbitration Prohibited. The College does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contact or incorporated herein by reference shall be null and void.

19. Insurance. The College will not include the Contractor as an insured under any policy the College has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall provide the insurance as the service requires and no later than seven days after execution of this Agreement, the Contractor shall provide the College with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Florida law.
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

Insurance coverage shall not be reduced below the limits described above or canceled without the College's written approval of such reduction or cancellation. The Contractor shall require that any of its agents and subcontractors who enter upon the College's premises shall maintain like insurance. Certificates of such insurance shall be provided to the College upon request. With regard to all insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only; and (iii) **INDIAN RIVER STATE COLLEGE at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596** shall be named as an additional insured.

20. No Waiver. No assent, expressed or implied, by the College to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

21. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses

attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

23. Attorneys' Fees, Experts' Fees, Costs. In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the College is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

24. Work for Hire. To the extent that this Agreement expressly or impliedly requires the Contractor to produce deliverable items which may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

Contractors Authorized Contact for Agreement

Yolanda Flores / CEO

Printed Name and Title

Workforcewisesolutions@gmail.com

Email Address

(239) 404-6906

Phone Number

IN WITNESS OF THE PARTIES AGREEMENTS, the College and the Contractor have executed this Agreement on the date(s) indicated below:

Workforce Wise Solutions, LLC. | Contractor/Vendor/Supplier Name

Yolanda Flores

Signature

Yolanda Flores / CEO

Name and Title

20180 Happy Dale Lane

Address

Estero, FL 33928

City, State, Zip

93-341-2735

Unique Entity ID (sam.gov) or Tax ID

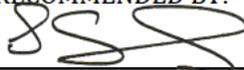
10/23/25

Date

I hereby certify that the individuals requested in this Agreement are not College employees, and are not family members of mine. Any finding to the contrary may require repayment and/or further disciplinary action up to and including termination.

**INDIAN RIVER STATE COLLEGE
IN THE CITY OF FORT PIERCE,
COUNTY OF SAINT LUCIE STATE OF FLORIDA**

RECOMMENDED BY:



Administrator 's Signature

Tamara Serrano, IPDAE Director

Name and Title

IPDAE – Institute for the Professional Dev. Of Adult Educators
College/Department

October 23, 2025

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

This form must be completed in full, submitted to the College's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Trustees prior to the commencement of the Contractor's provision of services. **THE COLLEGE SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.**

INDEPENDENT CONTRACTOR AGREEMENT

The Indian River State College Board of Trustees, for and on behalf of Indian River State College (hereinafter referred to as the 'College') and **Workforce Wise Solutions, LLC** (hereinafter referred to as 'Contractor').

RECITAL

College and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (attached -The "Services")

AGREEMENTS

In consideration of the recital and other good and valuable consideration, College and Contractor agree as follows:

1. Contractor Responsibilities; Fees: Contractor will perform the Services. College shall pay Contractor the amount set for on Exhibit A within 30 days following the completion of the Services and shall not exceed a total amount of **\$25,500**. Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.
2. Term: The term of this Agreement shall commence on **Upon full execution of agreement**, and shall conclude on **06/30/2026**, unless sooner terminated by either party. The College may terminate this Agreement with or without cause upon ten (10) days written notice to the Contractor. If this Agreement is terminated, the College shall have no further obligations other than payment for services already rendered and for expenses previously incurred.
3. Ownership of Work Product: Pursuant to IRSC Board Policy 6Hx11-3.25, it is understood that any work produced and materialized from this agreement is the exclusive property of Indian River State College. All reports, drawings and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of the College. Contractor shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the College. Further, Contractor hereby assigns, grants and transfers to the College all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for the College pursuant to this Agreement, including all copyrights, renewals and extensions thereof.
4. Relationship: The conduct and control of work under this Contract lies solely with Contractor, and the College is interested only in final results to be achieved. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the College. Neither party shall have the authority to, nor shall either party attempt to assume, any obligation by or on behalf of the other party. The College shall not provide employee benefits, including but not limited to, Worker's Compensation coverage. In performance of services hereunder, Contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools, equipment, vehicles

and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Florida, as Contractor may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

5. Interim Written Reports: Contractor shall provide such interim written reports concerning the performance of services and research under this Contract as the College may request in writing, and upon expiration or other termination of the Agreement shall at the request of the College provide a written report to the College setting forth the results of the work performed hereunder.
6. Expenses: Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.
7. Confidentiality: Contractor acknowledges that during the engagement he or she may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used or maintained by the College in connection with the operation of its business. Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the College. Contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, Contractor shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. Contractor further agrees that he or she will not disclose his or her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of his or her relationship to the College and of the services hereunder.
8. Conflicts of Interest; Non-hire Provision: Contractor represents that he or she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this Agreement, Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for the College. For a period of six months following any termination, Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the College's employment, any employee, consultant, or contractor of the College or hire any such employee, consultant, or contractor who has left the College's

employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction: The parties hereto acknowledge that the services to be rendered by Contractor under this Agreement and the rights and privileges granted to the College under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause the College irreparable injury and damage. Contractor expressly agrees that the College shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the College may have for damages or otherwise. The various rights and remedies of the College under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
10. Insurance: Contractor shall maintain his/her own Commercial General, Automobile, Professional Business and Worker's Compensation Liability Insurance policies and be able to demonstrate proof thereof by providing certified copies of all policies and endorsements within ten calendar days of contract signature.
11. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
12. Choice of Law: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
13. Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
14. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
15. Assignment: Contractor shall not assign any of his or her rights under this Agreement or delegate the performance of any of his or her duties hereunder, without the prior written consent of the College.
16. Attorney Fees: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs from the other party.
17. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively

deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor Workforce Wise Solutions
20180 Happy Dale Lane.
Estero, FL 33928
United States of America

If to College Tamara Serrano
Indian River State College 3209
Virginia Avenue
Fort Pierce, Florida 34981

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

18. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
19. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
20. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
21. Miscellaneous: The parties agree to comply with all applicable laws, rules regulations and executive orders relating to race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

It is the policy of Indian River State College to maintain a fair and respectful employment and educational environment. In accordance with federal, state and local equal opportunity laws, Indian River State College prohibits discrimination on the basis of race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

WHEREFORE, the parties have executed this Agreement the date set forth above.

Indian River State College

Workforce Wise Solutions, LLC

Contractor

Yolanda Flores

By {Print Name}- (Signature)

By (Print Name)- (Signature)

Department

FEIN#:

Title

Consultant

Title

Date

October 22, 2025

Date

Independent Contractor Agreement
Exhibit A - The Services

1. Services/ Required Deliverables:

Goal 2.6 Development of Introduction to Teaching Students with Disability Course (Course Outline with Timelines, Quarterly Report with Screenshots)

2. Payment for Services/ Required Deliverables:

TOTAL: \$25,500

- Goal 2.6 course planning, research, meetings and construction of modules (\$20,000)
- Goal 2.6 instructional design of the course (\$5,500)

3. Date(s) for Services/ Required Deliverables:

Due at the beginning of each quarter and at the end of the project / Goal 2.6 Development of Introduction to Teaching Students with Disability Course / Course Outline with Timelines, Quarterly Report with Screenshots

Date of Final Completion of the Program:

June 30, 2026

4. Reimbursement for Expenses:

No reimbursement for expenses is allowed under this agreement.

Independent Contractor Agreement

Exhibit B - Insurance/Indemnification

By signing this Exhibit B to the Independent Contactor Agreement, Contractor acknowledges that he or she does or does not maintain insurance as required under Section 10 of the Independent Contractor Agreement. In consideration of the College's waiver of such insurance requirement, Contractor agrees to indemnify and hold harmless College and College's current or former employees, officers and agents to the fullest extent permitted by law, from and against all losses, claims, damages, obligations, assessments, penalties, judgments, awards and other liabilities (including reasonable attorney's fees and expenses) that arise from Contractor's negligence, misconduct, or breach of the Independent Contractor Agreement in the performance or nonperformance, as the case may be, of Contractor's duties under such Agreement.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

<u>Indian River State College</u>	<u>Workforce Wise Solutions, LLC</u>
College	Contractor
By (Print Name) - (Signature)	<u>Yolanda Flores</u> BY (Print Name) - (Signature)
Department	FEIN#:
Title	<u>Consultant</u> Title
Date	<u>October 22, 2025</u> Date

Mandatory Federal Flow-down Terms and Conditions Exhibit C - Government Funded Grant Provisions

This Agreement is funded under a U.S. Government Grant the following provisions as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (2 CFR Part 200, et al) are part of this Order. If any

conflict arises between the provisions of these Government Funded Grant Provisions and any other provisions of this Agreement, the Government Funded Grant Provisions shall prevail.

a) Byrd Anti-lobbying Amendment (31 U.S.C. 1352)- if the Purchase Order amount is for \$100,000 or more, Supplier (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used 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. Supplier (and, if required, any sub-contractors) shall disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.

(b) Buy American Act (41 U.S.C. 8301- §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products goods used providing maintenance services). Supplier represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Supplier shall provide College with reasonable back-up documentation evidencing compliance with theBuy American Act (i.e. records showing Buy American standards are met or a waiver was granted by the appropriate federal agency).

(c) Clean Air Act and Federal Water Act-Awards that exceed \$150,000, the "Contractor" shall guarantee that all products purchased as a result ofthis SOLICITATION comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251et. seq.).

(d) Contract Hours and Safety Standards Act (Mechanics or Laborers) -Awards that exceed \$100,000, the "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act {40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708)- (Applies to purchase orders in excess of \$100,000 for contracts that involve the employment of mechanics or laborers). Supplier shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 - 3704), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Supplier shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(e) The Copeland "Anti-Kick Back" Act (Construction Work) - Awards exceeding \$2,000, the "Contractor" shall comply with the Copeland "Anti- Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(f) The Davis-Bacon Act (Construction Work) - The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier covenants and agrees that all laborers and mechanics employed by Supplier and its subcontractors on this project will be paid in 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 S, "Labor

Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Supplier is 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, Supplier is required to pay wages not less than once a week.

(g) Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216) - Supplier represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.



TOPIC: Memorandum of Understanding between IRSC and Superhuman Platform Inc., formerly known as Grammarly, Inc.

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: X ACTION/VOTE

SUMMARY:

The purpose of this MOU is to set forth the terms and conditions for a retrospective study examining Superhuman's impact on student writing achievement and academic outcomes (hereafter referred to as the "Project").

Superhuman has contracted LXD Research, a division of Charles River Media (hereafter referred to as the "Research Provider") to conduct a third-party retrospective study on Superhuman's implementation and impact. The goal of the evaluation is to investigate the relationship between Superhuman usage and student writing achievement and academic performance. The mixed methods quasi-experimental design evaluation is designed to provide understanding of Superhuman implementation patterns, faculty use of automated feedback tools for writing, and explore relationships between program usage and student outcomes across courses.

The study will analyze de-identified data from the 2024-2025 and 2025-2026 academic years, comparing students who used Superhuman through the university-provided access to those who did not. In addition, the Education Partner may, at its option and if and as approved by IRB, work directly with Research Provider to coordinate dissemination of surveys and participation in interviews. The research will examine usage patterns, writing-intensive course outcomes, and academic performance metrics, while controlling for student characteristics through a statistical matching approach.

Research Questions:

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** November 18, 2025 – December 31, 2026
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** 180 days written notice

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Bruce Fraser

DATE: 11/10/25

BOARD ACTION:

DATE: 11/18/25

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between Indian River State College ("Education Partner") and Superhuman Platform Inc., formerly known as Grammarly, Inc. ("Superhuman"). This MOU shall be effective from the date it is executed below through December 31, 2026 (or as may be extended by written agreement of the parties).

Statement of Purpose

The purpose of this MOU is to set forth the terms and conditions for a retrospective study examining Superhuman's impact on student writing achievement and academic outcomes (hereafter referred to as the "Project").

Superhuman has contracted LXD Research, a division of Charles River Media (hereafter referred to as the "Research Provider") to conduct a third-party retrospective study on Superhuman's implementation and impact. The goal of the evaluation is to investigate the relationship between Superhuman usage and student writing achievement and academic performance. The mixed-methods quasi-experimental design evaluation is designed to provide understanding of Superhuman implementation patterns, faculty use of automated feedback tools for writing, and explore relationships between program usage and student outcomes across courses.

The study will analyze de-identified data from the 2024-2025 and 2025-2026 academic years, comparing students who used Superhuman through the university-provided access to those who did not. In addition, the Education Partner may, at its option and if and as approved by IRB, work directly with Research Provider to coordinate dissemination of surveys and participation in interviews. The research will examine usage patterns, writing-intensive course outcomes, and academic performance metrics, while controlling for student characteristics through a statistical matching approach.

Research Questions:

1. How does Superhuman usage correlate with student performance in writing-intensive courses?
2. What is the relationship between Superhuman use and grade distributions in writing courses from different academic domains?
3. How do usage patterns emerge across different student populations (first year students, online students, transfer students etc.)?
4. What factors influenced successful campus-wide adoption?

Responsibilities of the Parties

The Education Partner and Superhuman agree to the following responsibilities for the Project:

The Education Partner shall:

1. Contract directly with the Research Provider in connection with its participation in the Project and to ensure compliance with this MOU.
2. Comply with FERPA to the extent applicable. See 34 C.F.R. § 99.31(b) confirming de-identified data does not require consent to release.);
3. Work with the Research Provider to identify courses appropriate for analysis;
4. Receive a custom export of its usage metrics data with student email addresses as identifiers directly from Superhuman, and de-identify such data by assigning unique ID numbers to be used consistently across all datasets;
5. Combine and provide the following de-identified data to Research Provider:
 - Student demographic information
 - Course enrollment and performance data
 - Academic background metrics
 - De-identified Superhuman usage data, based on #4 above received from Superhuman
6. Send data to and receive data from the Research Provider via a secure, encrypted transmission method;
7. If approved by IRB, and with the consent of participants, gather information about implementation experiences by participating administrators, faculty, and students through surveys and/or brief interviews with Research Provider;
8. Review and approve in advance, in writing, any materials intended for publication that specifically name the institution.

Superhuman shall:

1. Provide a custom export of Superhuman usage metrics data with user email addresses as identifiers directly to the Education Partner;
2. Ensure secure transmission of Superhuman usage data to Education Partner in a manner consistent with applicable security standards;
3. Use the research findings in accordance with the Publication and Attribution Rights described below.

Publication and Attribution Rights

The Parties agree to the following terms regarding publication and institutional attribution:

- a. Superhuman shall have the right to publish, present, or otherwise disseminate findings.
- b. The Education Partner shall have the right to review and approve, in advance, in writing any materials intended for publication that specifically name the institution at least fourteen (14) days prior to submission or presentation.
- c. The Education Partner may elect to:
 - i. Be identified by name in publications and presentations
 - ii. Be referred to anonymously (e.g., "a large public university in the southeastern United States")
 - iii. Different attribution options for different types of publications
- d. The Education Partner's election regarding attribution must be made in writing and may be updated with thirty (30) days notice to Superhuman.

Notwithstanding the foregoing, Superhuman shall have the right to publish Project results without the Education Partner's consent if such publication does not include any Student PII or name the Education Partner, and provided that in such publication, the results are not described in a manner that would make them reasonably attributable to the Education Partner.

General Provisions

Term and Termination. This Agreement will be effective once signed by the Parties and continue in effect through December 31, 2026 unless terminated earlier. Either party may terminate this Agreement by providing 180 days written notice of intention to terminate.

Limitations. The parties are aware that there are constitutional and statutory limitations on the authority of Education Partner (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, any terms and conditions relating to liens on Education Partner's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on Education Partner except to the extent authorized by the laws and Constitution of the State of North Carolina.

Data Security Requirements. All parties shall:

- Use appropriate administrative, technical and physical safeguards to protect the data

- Base authorizations on principles of need to know, least privilege and separation of duties
- Use secured storage to protect the data
- Use encryption when transmitting data over unsecured means
- Store data only at authorized locations
- Notify other parties before moving data to new locations
- Certify destruction of data using industry best practices
- Provide Certificate of Destruction documentation upon request

Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Fort Pierce, Port St. Lucie, Stuart, Okeechobee, or Vero Beach, Florida.

Amendments. This Agreement may be amended only by written agreement signed by authorized representatives of all parties.

Assignment. This Agreement may not be assigned by any party without prior written approval of the other party, except to an affiliate or in connection with a merger, acquisition, or other change of control.

Survival. The terms and conditions in the Sections entitled Publication and Attribution Rights, Limitations and Data Security Requirements shall survive the expiration or earlier termination of this Agreement.

Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

Notices. All notices shall be in writing and delivered by certified mail or email to the contacts listed below.

Project Contacts

For Superhuman - **contract_notices@superhuman.com**

For Indian River State College – Bruce Frasier at **bfrasier@irsc.edu**

This MOU is accepted and agreed upon by the parties as of the _____ day of _____ 2025:

Indian River State College

By: _____

Name: Dr. Timothy Moore

Title: President

Superhuman Platform Inc.

By:  _____

Name: Kaitlin Barnes

Title: Manager, Customer Success, Grammarly for Education



TOPIC: Memorandum of Understanding between Indian River State College and Trinity Medical Sciences University School of Medicine

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 _____ INFORMATION
 _____ DISCUSSION

SUMMARY:

The attached MOU with Trinity Medical Sciences University School of Medicine (TSOM) formally renews the agreement between our institutions that was adopted in 2020. Indian River State College students who meet the admissions requirements outlined in this MOU will be guaranteed an interview with TSOM, and students who successfully complete all admission requirements will be guaranteed a seat in the entering medical school class at TSOM.

ALTERNATIVE(S): Without agreement in place, qualified students from Indian River State College will not be offered a guaranteed interview nor a guaranteed seat at TSOM.

FOR CONTRACTS:

1. **TERM:** 5-year (auto renewal after each 5-year period)
2. **FISCAL IMPACT:** none
3. **TERMINATION TERMS:** written notice of intent to terminate commensurate to a period sixty (60) days prior to termination

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Anthony Dribben

DATE: 10/21/25

BOARD ACTION:

DATE: 11/18/25

MEMORANDUM OF UNDERSTANDING

Between

Indian River State College (IRSC)

And

Trinity Medical Sciences University School of Medicine (TSOM)

Purpose and Goals

This Memorandum of Understanding (MOU) formally recognizes that Indian River State College (IRSC) and Trinity Medical Sciences University School of Medicine (TSOM) are active partners in providing educational opportunities for students. This agreement is intended to develop an infrastructure that will sustain the capacity of the two institutions to promote educational opportunities, encourage academic collaboration, and foster a lasting partnership.

Accreditation and Graduate Eligibility

TSOM is accredited by the Caribbean Accreditation Authority for Medicine and Other Health Professions (CAAM-HP). This accreditation is recognized by the World Federation for Medical Education, thereby meeting current and future accreditation requirements of the United States for international medical schools enforced through the Education Commission for Foreign Medical Graduates (ECFMG). This enables TSOM students to participate in clerkships (core and elective rotations) in the United States and to obtain residencies and physician licensure in the United States.

Admissions Requirements and Process

Students from IRSC must meet the following minimum standards to be considered for admission to TSOM's Doctor of Medicine program:

- Successful completion of all prerequisite courses as outlined in TSOM's current admissions catalog.
- Cumulative GPA of 3.0 or higher (students with lower GPAs may be considered on a case-by-case basis).
- GPA of 3.0 or higher in prerequisite science courses (Biology, Chemistry, Physics, Behavioral Science, Mathematics, English).

- MCAT score of 490 or higher (applicable to U.S. students; exceptions reviewed individually).
- No grade of “F” or “D” in required prerequisite courses.
- Completion of an interview and submission of two letters of recommendation.

Application Process

- Students must submit a complete application directly through TSOM’s admissions portal.
- Official transcripts and supporting documentation are required.
- All applicants must complete an interview as part of the admissions process.
- Applications are reviewed on a rolling basis.

Note: Admissions requirements are subject to change based on the requirements of the institution’s accrediting agency, CAAM-HP, and state licensure requirements. The Undergraduate Institution’s students will need to comply with current admissions requirements at the time of admission. TSOM will make every effort to inform The Undergraduate Institution of changes to the admissions requirements or process.

Student Recruitment and Support

- TSOM will provide IRSC with up-to-date marketing and recruiting materials, including brochures, program guides, and digital content.
- A TSOM representative will conduct at least two information sessions per year (in-person or virtual) to support awareness and student engagement.
- A dedicated admissions counselor from TSOM will be available to advise IRSC students on the application process and requirements.

Scholarships and Financial Aid

IRSC students may apply for available scholarships as noted at the following web address:

<https://www.trinityschoolofmedicine.org/md-program/fees-and-funding/scholarships-and-grants>

IRSC students will benefit from the scholarships available to Trinity School of Medicine partner institutions provided they meet the following criteria:

- **Physician's Scholarship** - \$20,000 USD (\$2,000 per term for 10 terms of study), Required GPA of 2.8, Retention requirements – cumulative 3.0 GPA by academic year; first-time pass of USMLE Step 1 exam.
- **Dean's Scholarship** - \$25,000 USD (\$2,500 per term for 10 terms of study), Required GPA of 3.0, Retention requirements – cumulative 3.0 GPA by academic year; first-time pass of USMLE Step 1 exam.
- **President's Scholarship** - \$35,000 USD (\$3,500 per term for 10 terms of study), required GPA of 3.4, Retention requirements – cumulative 3.0 GPA by academic year; first-time pass of USMLE Step 1 exam.
- **Non-Exclusive / Excellence in Action Scholarship** - \$11,250 USD (\$1,500 per basic science term; \$750 per clinical term); available to MD1 applicants, with terms and conditions published on the Trinity School of Medicine website. This scholarship is not combinable with the exclusive partner scholarships listed above.

TSOM reserves the right to adjust the scholarship amount each year solely at its discretion based on the exchange rate differential changes in a given year.

Guaranteed Seat Program

Students from IRSC who meet the admissions requirements outlined in this agreement and TSOM's current admissions catalog will be guaranteed an interview with TSOM. Students who successfully complete all admissions requirements, including the interview, will be considered for a guaranteed seat in the entering class, subject to space availability and timely submission of required documentation.

Mini-Clerkship Program

TSOM will provide a mini-clerkship experience for one student annually at one of TSOM's affiliated hospitals in the United States. Student should be nominated by IRSC based on academic performance and interest in pursuing medical education in the Caribbean.

The mini-clerkship, valued at approximately \$5,000, includes airfare, transfers, hotel accommodations, and meals provided by TSOM. Student will attend lectures alongside TSOM medical students, participate in selected core clinical rotations, and take part in a guided hospital tour. Student will also meet with TSOM faculty and hospital leadership to gain firsthand insight into medical school training and TSOM in particular.

TSOM reserves the right to discontinue or modify this program during the term of this agreement, with no less than 30 days' notice to IRSC.

General Provisions

This agreement is not intended to create legal obligations beyond the terms specified herein. Each institution remains responsible for compliance with its accrediting agencies and internal policies.

Term and Termination

This MOU is effective for a period of five (5) years from the date of execution. It will automatically renew for successive five-year terms unless terminated by either party with 60 days' written notice.

Authorized Representatives

Indian River State College

Dr. Timothy E. Moore, President

Signature

Date _____

Trinity Medical Sciences University

Mr. Dean Sippel, President

Signature

Date _____



TOPIC: Memorandum of Agreement between Indian River State College Criminal Justice Institute and RD2 Consulting, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the attached Memorandum of Agreement between Indian River State College Criminal Justice Institute and RD2 Consulting, LLC. The agreement is to teach the 40-hour FDLE CJAT 093, Hostage Negotiations course, to be delivered at the Treasure Coast Public Safety Training Complex. The funding for this course is allocated through Region XI grant.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. **TERM:** October 27 – 31, 2025
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** This MOA shall terminate on October 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.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Louis Caprino

DATE: 10/28/25

BOARD ACTION:

DATE: 11/18/25



Indian River State College

MEMORANDUM OF AGREEMENT (MOA)

between

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

and

RD2 Consulting, 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 RD2 Consulting, LLC with a business address of PO Box 3181, Boynton Beach, FL 33424 (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. The Criminal Justice Institute was established by the joining of three IRSC training divisions: The National Preparedness Institute, The Corporate and Community Training Institute, and The Fielden Institute for Life Long Learning. This combination represents a combined 50 years of providing a diverse range of professional community 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 RD2 Consulting, LLC relating to training in Hostage Negotiations, CJAT 093.

The scope of this MOA is limited to the development and execution of a 40-hour training course, CJAT 093, Hostage Negotiations. The training will be held on October 27, 2025 through October 31, 2025 at IRSC's Treasure Coast Public Safety Complex, 4600 Kirby Loop Rd., Fort Pierce, FL 34981.

IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA

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

V. RD2 Consulting, LLC RESPONSIBILITIES UNDER THIS MOA

- a) 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 RD2 Consulting, LLC the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for 40-hours, FDLE CJAT 093, Hostage Negotiations 10/27/25 – 10/31/25	\$5000.00

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

Dr. Ronald Davis
President
RD2 Consulting, LLC
PO BOX 3181
Boynton Beach, FL 33424

VIII. USE OF INTELLECTUAL PROPERTY

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

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

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

IX. AMENDMENTS

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

X. TERMINATION OF AGREEMENT

This MOA shall terminate on October 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.

XI. HOLD HARMLESS/INDEMNIFICATION

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

XII. DISPUTE RESOLUTION

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

XIII. LIMITATION OF MEMORANDUM

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

XIV. GOVERNING LAW

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

XV. ENTIRE AGREEMENT

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

XVI. SEVERABILITY

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

XVII. EFFECTIVE DATE

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

XVIII. COUNTERPARTS

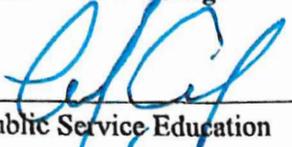
This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one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

XIX. SIGNATORY AUTHORITY

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

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

Indian River State College



Dean, Public Service Education

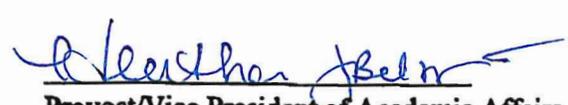
Date: 9/30/25

RD2 Consulting, LLC



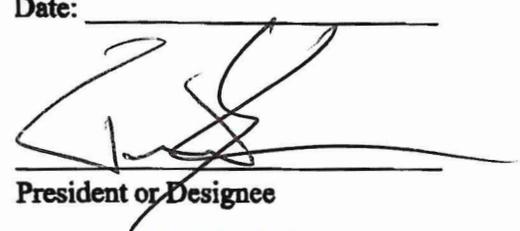
Dr. Ronald Davis, President

Date: 9-24-25



Provost/Vice President of Academic Affairs, CAO

Date: _____



President or Designee

Date: 10-28-25



TOPIC: November 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: 10/31/25

BOARD ACTION:

DATE: 11/18/25

November

Full-Time Appointments:

Meaghan Ashurst (Budget Analyst/Staff Accountant, Planning, Budget, and Auxiliary Services)
Roseanne Buckley (Academic Advisor, Chastain Campus)
Shakira Carter (Career Pathways Facilitator, Adult Secondary Education)
Stacy Costa (Marketing Specialist, Brand Experience)
Susan Evans (Program Coordinator Campus Adult Education, Adult Secondary Education)
Derek Jackson (Retention and Completion Mentor, Advising Services)
Ida Johnson (Program Specialist, Education Opportunity Center)
James Kocher (Learning Management System (LMS) Administrator, IRSC Online)
Sergio Laguerre (Case Manager, Farmworker Career Development Program)
Alicia Lange (Assistant Professor I, School of Nursing)
Madyson Lee (Procurement Agent, Procurement)
Wilette Lum (Clerk, Public Services Education)
Jennifer Elizabeth Luna (Admissions Counselor, Student Success)
France Mason (Program Coordinator Campus Adult Education, Adult Secondary Education)
Carrie Middleton (Assistant Professor I, School of Nursing)
Shayne Moxam (Program Specialist, Adult Secondary Education)
Cynthia Paulsen (Payroll Manager, Human Resources)
Sandrine Petit frere (Career Pathways Facilitator, Adult Secondary Education)
Jason I. Reyes (Recruitment Specialist, Student Communications)
Brooklyn Stekl (Administrative Assistant II, Facilities)

Retirements:

None

Separation of Service:

Rodrigo Berlanga Rodriguez (Public Relations Coordinator, Public Relations)
Kimberly Briglia (Sr Human Resources Benefits & Wellness Specialist, Human Resources)
Miguel-Angel Cruz Nunez (Nursing Laboratory Specialist, School of Nursing)
Maria Gamez (Financial Aid Advisor, Advisors Mueller Campus)
Roscoe Minnis (Academic Advisor, Advising Services)
Heather Poole (Human Resources Benefits & Wellness Specialist, Human Resources)
Christine Pruden (Career Services Advisor, Career Services Advisors Massey)

Regular Part-Time Appointments:

James Foster (Adult Education Facilitator, Adult Secondary Education)
Jessica Gutierrez (Adult Education Intake Specialist, Adult Secondary Education)
Maria Hernandez (Custodian, Maintenance Facility)
Audrianna Rubio-Gonzalez (Clerk, Mailroom)
Carolina Vergara Bedoya (Adult Education Facilitator, Adult Secondary Education)

Part-Time Temporary Non-Instructional Appointments:

Lidia Avalos (Adult Education Intake Specialist, Adult Secondary Education)
Adriana Bouie (Federal Work Study, Student Wellness)
Renee DuPont (Program Specialist, Health Science)
Pedro Flores-Carrillo (ASC Tutor, Tutoring Centers)
James Foster (Adult Education Facilitator, Adult Secondary Education)

David Githens (Federal Work Study, Veterans Student Success)
Jesica Gutierrez (Adult Education Intake Specialist, Adult Secondary Education)
Maria Hernandez (Custodian, Custodial)
Lucinda Lopez Cortes (Adult Education Intake Specialist, Adult Secondary Education)
Kyle Lukat (ASC Tutor, Tutoring Centers)
Rasmiyah Massey (Adult Education Intake Specialist, Adult Secondary Education)
Tennyson McLaughlin (Federal Work Study, Office of Student Life)
Monica Miller (Program Specialist, Biological Science)
Daryn Miracle (Adult Education Intake Specialist, Adult Secondary Education)
Marc-Arthur Montas (Adult Education Intake Specialist, Adult Secondary Education)
Priyansh Pilly (Program Assistant, STAGE)
Mattea Potter (Program Specialist, Biological Sciences)
Luis Ramirez (Federal Work Study, Performing and Visual Arts)
Monica Rosin (Federal Work Study, Brand Experience)
Audrianna Rubio-Gonzalez (Clerk, Mailroom)
Diane Saunier (STEM Training Facilitator, Continuing Education)
Sophia Silva-Ferreira (Program Assistant, Biological Science)
Golda Vasquez Oyarce (Adult Education Intake Specialist, Adult Secondary Education)
Carolina Vergara Bedoya (Adult Education Facilitator, Adult Secondary Education)
Josiah Villalobos (Federal Work Study, Student Support Services)

Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):

Marian Antunes (Cosmetology)
Chitra Baskaran (Workforce Education)
Tatyana Brusentsova (Physical Sciences)
Terence Channon (School of Business)
Stephen Dornfeld (Liberal Arts)
Jerieka Ewing (Cosmetology)
Matthew Horn (English and Communications)
Fabio Improta (Law Enforcement)
Michael Martin (School of Business)
Kaylin Sapp (Criminal Justice Assessment Center)
Adam Schnell (Liberal Arts)
Mary Searle (Mathematics)
Shunte Thomas (Liberal Arts)
Bobbie Gail Townsend (Criminal Justice Assessment)
Maggie Votteler (Human Services)
John Wappett (Law Enforcement)
Lori Zoda (Nursing)