



# 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**

**January 27, 2026 – 1:00 PM**

## **AGENDA**

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
  - a. Update on Alpha Phi Sigma and Criminal Justice Club – *Dr. Kimberlie Massnick, Alpha Phi Sigma President, Ari Crespo & Vice President, Autumn Clay*
3. Recognition:
  - a. Retirement Recognition for Sandra Nelson for her 15 years of service to the College – *Beth Gaskin*
  - b. Presentation of the Academic All-Stars “Skull Award” to the Volleyball, Women’s Swim & Dive and Softball Teams – *Scott Kimmelman, Athletic Director*
  - c. Faculty Members of the Month – *Dr. Heather Belmont*
    - September 2025 – Kyle Bartow
    - October 2025 – Tracie Pacheco
    - November 2025 – Bryan Reuther
    - December 2025 – Damara Holtman
  - d. Team Member of the Month:
    - December 2025 – Alison Lopez-Ramirez – *recognized by Troy Shearer*

4. Request approval of November 18, 2025 Board of Trustees Meeting Minutes  
– *Chair Luna*
5. Open to Public Comment – *Chair Luna*
6. President’s Report – *Dr. Tim Moore*
  - a. President’s Update
  - b. Calendar of Events for February 2026
7. Strategic Initiatives – *Dr. Michael Hageloh*
  - a. ERP Update – *Dr. Michael Hageloh & Praveen Toteja*
8. Learning Resources Report – *Dr. Heather Belmont & Dr. Mia Tignor*
9. Finance Committee Meeting Report – *Trustee George*
10. Academic Affairs & Charter School Governance Committee Meeting Report – *Trustee Conrado*
11. Strategic Planning Committee Meeting Report – *Trustee Conrado*
12. Facilities Committee Meeting Report – *Trustee Caron*
13. Consent Items: *Chair Luna*
  - a. Clinical Affiliation Agreements:
    1. First Amendment to Affiliation Agreement with Delray Medical Center, Inc., d/b/a Palm Beach Health Network
    2. Prime PT & Wellness
    3. Donato A. Viggiano, M.D., P.A., d/b/a Treasure Coast Plastic Surgery
    4. VNA of the Treasure Coast
  - b. Independent Contractor Agreements:
    1. ACRO Service Corp
    2. Julie Neisler, Digital Promise
    3. United Food Truck LLC
  - c. Instructure Order Form for Instructure Credentials Innovator Certification Program and Canvas Certified Technical Administrator Certification Bundle

- d. Instructure Order Form for Canvas Catalog Implementation Bundle, Canvas Cloud Subscription Short Courses and Canvas Catalog Cloud Subscription
- e. Interlocal Agreement with St. Lucie County for the CDL Training Site
- f. Memoranda of Understanding with RiteLife Services, Inc. and Tykes and Teens Children's Mental Health
- g. Memorandum of Understanding with Bastogne, Inc.
- h. Memorandum of Understanding with Southern New Hampshire University
- i. OpenEDG Education Partner Program Agreement
- j. Operation Agreement between Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program
- k. Property Surplus and Inventory Write-off
- l. Revisions to Dual Enrollment Agreement with Florida Virtual School
- m. Services Agreement ITN #24/25-33 with Compass Group USA, Inc.
- n. Student Teaching Agreement between North County Charter School and IRSC
- o. Full-Time Appointments:
  - 1. Dominique Battle (Administrative Assistant II, Advising and Career Services)
  - 2. Raiko Blanco (HVAC Technician, HVAC)
  - 3. Lisa Bourquin (Teacher, Indian Town High School)
  - 4. Mary Ellen Carlson (Student Advocate Advisor, School of Nursing)
  - 5. Paul DiCaprio (Maintenance, Physical Plant/Maintenance)
  - 6. Karen Douglas (Talent Mgr. - Ent. Learning & OD Architect, Human Resources)
  - 7. Susan Evans (Program Coordinator, Adult Secondary Education)
  - 8. Russell Fitzpatrick (Dir. of Talent Management-Learning & Org. Development, Talent Acquisition) Luisa Garrett (Content Specialist, Creative Strategy)
  - 9. Patricia Gilhooly (Financial Aid Advisor, Chastain Campus)
  - 10. Umu Graham (Program Director - Upward Bound St. Lucie County, Student Life)
  - 11. Angela Francine Grenier (Financial Aid Advisor, Mueller Campus)
  - 12. Ashley Guzi (Administrative Assistant II, Finance)
  - 13. Lillian Hudson (Registration Assistant, Student Success Center)
  - 14. Jody Idlette (Program Director - Upward Bound KAPS, Student Life)

15. Alexander Kanter (Associate Dean of English, Philosophy, & Performing Arts, Liberal Arts) Aletha Kelly (Nursing Laboratory Specialist, School of Nursing)
  16. Maya Kornegay (Career Pathways Facilitator, Adult Secondary Education)
  17. Alexandra Lee (Academic Coordinator, Upward Bound)
  18. Tessa Lindberg (Assistant Softball Coach, Softball Athletics)
  19. Liviya Medina-Gonzalez (Event Production Manager, Events and Management)
  20. Heather Michaels (Associate Dean of Science, School of Science)
  21. Shawanda Mitchell (Interim - Academic Advisor, Advising Services)
  22. Anthony Nunez (Director of Fire Science Academy Training Center, Public Service Education) Tawanda Nyahasha (Assistant Professor, English and Communications)
  23. Brittney O'Hara (Career Services Advisor, Massey Campus)
  24. Robert Orlando (Assistant Professor I, Physical Sciences)
  25. Zujey Perez (Administrative Assistant III, Executive Staff)
  26. Robert Redman (Assistant Professor I, School of Business)
  27. Samantha Santos (HR Benefits Partner, People & Culture)
  28. Troy Shearer (Associate Dean of Applied Technologies, Business and Applied Technologies)
  29. Luz Torres (Registrar, Student Success)
  30. Estherd Ukpong (Assistant Professor I, School of Nursing)
  31. Amber Vasquez (Academic Advisor, Pruitt)
  32. Christina Westbrook (Academic Coordinator, Educational Talent Search)
  33. JaLisa Wingfield (Academic Coordinator, Educational Talent Search)
- p. Retirements:
1. Sandra Nelson (Registrar, Student Success)
  2. Michael Pelitera (Virtual Campus Instructional Technology Trainer, IRSC Online)
  3. Tammy Powley (Professor, English and Communications)
  4. Quan Zheng (Professor, Physical Sciences)
- q. Separations of Service:
1. Desiree Ansel (Event and Stewardship Coordinator, Foundation Manager)
  2. John Beck (HVAC Technician, HVAC)

3. Angela Bowen-Brazell (Underwriting Account Executive, IRSC Public Media)
  4. Michael Dexter (Public Safety Officer, Public Safety and National Training Initiatives)
  5. Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)
  6. James Rigal (Teacher, Indiantown High School)
  7. Richard Rosado (Assistant Professor I, Hospitality and Culinary Management)
  8. Elizabeth Santiago (Registration Assistant, Chastain Campus)
  9. Shanna Stokes (Assistant Professor I (Contract), School of Nursing)
  10. Janay Tate (Exceptional Student Education Teacher, Indiantown High School)
  11. Celina Torres (Senior Payroll Specialist, Payroll)
  12. Caroline Valentin (General Counsel, Office of the President)
  13. Amanda Vertiz (Instructional Support Specialist, Tutoring Centers)
  14. David Washington (Maintenance, Physical Plant/Maintenance)
- r. Regular Part-Time Appointments:
1. Cameron Lee Cardona (Library Technical Assistant, Learning Resources)
  2. Asusena Garcia (Admissions Specialist, Student Communications)
  3. Sofia Iregui (Admissions Specialist, Student Communications)
  4. Daniel Post (Artificial Intelligence Facilitator, School of Continuing Education)
  5. Marcus Ramos (Public Safety Officer, Campus Safety)
- s. Part-Time Temporary Non-Instructional Appointments:
1. Agustin Avila (Pioneer Learning Assistant - Peer Tutor, STEM)
  2. Abu Bakar (Pioneer Learning Assistant - Peer Tutor, STEM)
  3. Brandon Davis (Program Assistant, Performing and Visual Arts)
  4. Sabrina DeWall (Pioneer Learning Assistant - Peer Tutor, STEM)
  5. Emily Gallagher (Program Assistant, Computer Information Technology)
  6. Isabella Gargiulo (Federal Work Study, Physical Sciences)
  7. Andrew Gomez (Training Facilitator I, School of Continuing Education)
  8. Serena Graham (Interim Records Specialist, Student Records)
  9. Patricia May (ASC Tutor, Tutoring Centers)
  10. Juan Munoz Garrido (Federal Work Study, Okeechobee County)
  11. Scott Peterson (CAD/CAM Facilitator, Advanced Manufacturing)

12. Michael Rolle (Lifeguard/Instructor, Aquatics)
13. Victoria Serrano Melendez (Federal Work Study, Student Conduct)
14. Jennifer Sharr (ASC Tutor, Tutoring Centers)
15. Deborah Slicis (Testing Assistant, Assessment Services)
16. Daniella Small (Adult Education Intake Specialist, Adult Secondary Education)
17. Julia Sweany (Federal Work Study, Registration Assistant)
18. Daniel Taylor (Program Assistant, Aquatics)
19. Sabrina Venegas (Adult Education Intake Specialist, Adult Secondary Education)
20. Mishael Williams (Federal Work Study, Brand Experience)
- t. Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory)
  1. Sean Bonner (Engineering)
  2. Ruma Chatterji (Biological Science)
  3. Eric Collado (Emergency Medical Services)
  4. John Joseph Cornicelli (Physical Science General)
  5. Heather Cruz (Adult Education)
  6. Jeanine DiNardo (Hospitality and Culinary Management)
  7. Frederick Donegan (Criminal Justice)
  8. Jean Dubois (Adult Education)
  9. Mindi Fetterman (Human Services)
  10. Hollys Filomena (Adult Education)
  11. Robert Griggs (Adult Education)
  12. Zahraa Issa (Electronics Technology)
  13. Clifford Kemp (Computer Information Technology) Amy Loyola (Practical Nursing)
  14. Brandy Macaluso-Owens (Human Services)
  15. Aquiles Martinez Hernandez (Biological Science) Melissa Messina (Human Services)
  16. Joseph Neptune (Business Management)
  17. Emily Noelke (Surgical Technology)
  18. Karen Pearson (Practical Nursing)
  19. Bianca Quallo (Nursing)
  20. Georgette Rosenfeld (Health Information Technology) Maria Sanchez Toribio (Practical Nursing)
  21. Amanda Sauer (Indiantown High School)
  22. Janis Spanier (Practical Nursing)

23. Kimrorn Tolbert (Adult Education)
24. Christine Vincent (Adult Education)
25. Nicholas Voglio (Criminal Justice)
26. Margaret Votteler (Human Services)

14. Adjourn – *Chair Luna*

### **Indian River State College, Mission Statement**

Indian River State College is dedicated to transforming lives by offering high-quality, affordable and accessible education.

The River is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing students of all backgrounds, ages, and abilities
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning



**TOPIC:** Student Government Association (SGA) Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

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

- Fall 2025 Engagement Recap
- Introduction to New Campus Liaisons
- First-Year Student Success: Targeted First-Year Experience (FYE) outreach prioritizing freshman transition, persistence, and early engagement
- Student Access & Success for 2026 Spring: College-wide Welcome efforts and onboarding initiatives ensuring early connection to resources, services, and support across all campuses
- Engagement & Belonging: High-impact involvement programming, including in-person and virtual Club Rush, strengthening student connection, leadership, and retention

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** N/A

**PRESIDENT'S RECOMMENDATION:** N/A

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SUBMITTED BY: Gracia Buzziz, Director of Student Experience

DATE: 1/7/26

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BOARD ACTION: None required

DATE: 1/27/26

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DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*INFORMATION*

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**TOPIC:** Update on Alpha Phi Sigma and Criminal Justice Club

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

Dr. Massnick and Alpha Phi Sigma President, Ari Crespo and Vice President, Autumn Clay will present an update to the Board of Trustees on the success of the haunted house and the Christmas purse project.

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** N/A

**PRESIDENT'S RECOMMENDATION:** N/A

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SUBMITTED BY: Louis J. Caprino Jr. / Dr. Kimberlie Massnick

DATE: 12/26/25

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BOARD ACTION: None required

DATE: 1/27/26

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**TOPIC:** Recognition

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUMMARY:**

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

- a. Retirement Recognition for Sandra Nelson for her 15 years of service to the College – *recognition by Beth Gaskin*
- b. Presentation of the Academic All-Stars “Skull Award” to the Volleyball, Women’s Swimming & Diving and Softball Teams – *presentation by Scott Kimmelman*
- c. Faculty Members of the Month - *recognized by Dr. Heather Belmont*
  - September 2025 – Kyle Bartow
  - October 2025 – Tracie Pacheco
  - November 2025 – Bryan Reuther
  - December 2025 – Damara Holtman
- d. Team Member of the Month:
  - December 2025 – Alison Lopez-Ramirez - *recognized by Troy Shearer*

SUBMITTED BY: Dr. Tim Moore

DATE: 1/7/26

BOARD ACTION: None required

DATE: 1/27/26



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*RECOGNITION*

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**TOPIC:** Volleyball, Women’s Swimming & Diving, and Softball Teams earn coveted Academic All-Stars “Skull Award”

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUMMARY:**

Members of the Indian River State College Women’s Volleyball team, the Women’s Swimming and Diving team and the Women’s Softball Team were named academic all-stars for achieving the highest grade-point average (GPA) of 3.51 for any athletic team at the College during the Fall 2025 semester.

The Skull Award recognizes the importance of academic achievement for athletes. The award is a testament to the athletes’ camaraderie, competitive spirit, and dedication to student success.

The teams thrived under the leadership of Volleyball Coaches, Erin Ergle and Maria Rentas-Correa; Swim and Dive Coaches, Sion Brinn, David Suba and Manny Noguchi, and Softball Coaches, Joe DellaRocca, Tessa Lindberg and Alina Varga.

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SUBMITTED BY: Scott Kimmelman

DATE: 12/12/25

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BOARD ACTION: None Required

DATE: 1/27/26

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# Announcing the September 2025

## Faculty of the Month

**Dr. Kyle Bartow**

**Biological Sciences Department**

Today, we honor Dr. Kyle Bartow, Professor of Biological Sciences – who has been selected as the Faculty of the Month for September 2025.

Dr. Bartow first joined Indian River State College in 2011 as an adjunct faculty member after completing his doctorate degree in Integrative Biology from Florida Atlantic University. The next year, in 2012, he joined our full-time biology faculty – moving up the ranks until he was ultimately promoted to Professor of Biology in 2021. During his time at our college, Dr. Bartow has taught a variety of science courses – including Life Science, General Biology, and Anatomy & Physiology. But his favorite courses to teach are in the areas of Marine Biology and Ecology. No matter the specific discipline, each of his courses shares the characteristic of his personal enthusiasm, care for students, and, of course, his humor.

Faculty of the Month awards are student-nominated. I wanted to highlight a few of the comments that students made in his nomination for this award:

*“I am truly grateful for Kyle Bartow’s class. Thanks to his guidance and support, I’ve gained a lot of confidence in my abilities and have been able to build a strong resume. This course has made a real difference for me, and I appreciate all the encouragement and practical skills I’ve received.”*

*“Dr. Bartow is a great professor who always takes his time to break down the material and makes sure you have a great understanding of what is happening during that time when learning about that system. he has a simple yet highly effective way of teaching. I took his class for A & P 1 lab, and he presents the same great vibe and enthusiasm in A & P 2 lecture. Professors like him are what will make a huge difference with students.”*

*“Dr. Bartow is amazing. He is really down to earth and always answers my questions with kindness. He explained the various topics very well and made sure everyone in our class understood the concepts.”*

*“I had Professor Bartow for both lab and lecture, and he was amazing at relating the topics we were learning there to the topics we were learning in lab. The labs themselves were educational, but his energy made them fun to do. He took a genuine interest in us as students, and the lab period was always a highlight of my week!”*

**CONGRATULATIONS DR. KYLE BARTOW!**

# **Announcing the October 2025 Faculty of the Month**

**Tracie Pacheco**

**Health Sciences Department**

Today, we honor Tracie Pacheco, Assistant Professor I of Health Sciences – who has been selected as the Faculty of the Month for October 2025.

Ms. Pacheco is recognized by her peers as an energetic and innovative educator and one who seeks quality in all instructional activities. She has, for the past three years, served as the clinical coordinator for the Indian River State College Radiology program. During this time, she has done an excellent job in the classroom, has received superior evaluations from students and has contributed to the success of the IRSC Radiology Lambda Nu Honor Society, achieving the Rising Star Award, as the fastest growing club on campus. Because of her superior instruction, the Joint Review Committee on Education in Radiologic Technology re-accreditation site visit in September of 2025 resulted in a perfect audit.

She has evidenced her commitment to her own professional development as she attained her Master's degree in Radiologic Sciences from Northwestern State University of Louisiana in 2024 while effectively maintaining her full-time responsibilities as a health science educator.

She is a highly organized, exceptional individual, thorough in her preparation for all assignments and a positive influence on everyone with whom she works. She makes herself available to provide one-on-one assistance to students as needed. Her initiative and creativity make classroom instruction inviting. As one student stated, “she is an amazing instructor, makes learning fun by including different study activities, will always find a new way to explain a difficult topic, works hard to find new opportunities for us to learn...”

It's no surprise Tracie Pacheco is well respected for her leadership and for motivating students to continue to grow professionally. As a former United States Army Combat Medic, the experience of active combat duty on a Blackhawk helicopter while stationed in Afghanistan has instilled in her a dedication and sense of responsibility that is consistently demonstrated by her professionalism, patience, and passion in teaching.

**CONGRATULATIONS TRACIE PACHECO!**

# Announcing the November 2025 Faculty of the Month

**Dr. Bryan Reuther**

**Liberal Arts / Human Services**

Today, we honor Dr. Bryan Reuther, Professor of Liberal Arts and Human Services – who has been selected as the Faculty of the Month for November 2025.

Dr. Bryan Reuther has earned this month's spotlight not just for his outstanding teaching evaluations, but for the meaningful impact he has on his students' learning experiences.

## Why should this faculty member be recognized?

**What a student said:** *He is an exceptional Professor for his teaching Style. He always incorporates real life applications to what is being taught. Due to his vast experience we get to see how what we are learning is used by our professions.*

## Outstanding Student Feedback

- **Exceptional Overall Quality:** Dr. Reuther holds a **4.8 out of 5** overall rating with **98%** of students saying they *would take him again* — a remarkable mark of consistent student appreciation.
- **Accessible and Supportive:** Students repeatedly highlight his responsiveness and attention to student needs — communicating clearly, answering questions thoroughly, and offering helpful feedback when asked.
- **Amazing Lectures:** His lectures are described as engaging and informative, helping students grasp concepts clearly and confidently.
- **Thoughtful Structure & Resources:** Students praise the clarity of his courses, structured lectures, supplementary study guides, and recorded presentations that support learning both in and outside class.
- **Caring and Inspirational:** Reuther stands out not just as an instructor but as a mentor — described as caring, inspirational, and genuinely invested in student success.

## How has this faculty member improved your academic achievement or impacted you?

**What a student said:** *The first time I had a course with Dr. Reuther I learned more in his course than probably all the previous courses I had taken. I was able to not only retain the information but to use the knowledge going forward in my next courses.*

## Teaching Style That Works

Student comments consistently reflect:

- Clear expectations and grading criteria, even in online formats.
- Regular, helpful feedback that builds confidence and understanding.
- A welcoming, approachable demeanor that makes it easy for students to ask questions and engage.

### **Why Dr. Reuther Shines**

He doesn't just teach content — he fosters a learning environment where students feel supported, respected, and encouraged. Whether students are taking their first psychology class or advancing through their degree, Dr. Reuther's dedication shows in the quality of his instruction and the positive experiences students report.

**CONGRATULATIONS DR. BRYAN REUTHER!**

# **Announcing the December 2025**

## **Faculty of the Month**

**Damara Holtman**

**Business and Computer Sciences Department**

Today, we honor Damara Holtman, Assistant Professor I of Business and Computer Sciences – who has been selected as the Faculty of the Month for December 2025.

A resident of Fort Pierce, Damara began her journey with the college in 2016 as an Adjunct Professor and, through her dedication and excellence, became a full-time faculty member in 2024. Since then, she has made an extraordinary impact on both our academic community and our division as a whole. Damara has led the charge on integrating and understanding artificial intelligence, generously training faculty and staff and helping ensure our division remains innovative and forward-thinking. Beyond the classroom, she also took the initiative to start a monthly birthday celebration for our division—an effort that has strengthened relationships, improved communication, and fostered a genuine sense of community.

Damara is truly beloved by students and colleagues alike. Her students consistently describe her as enthusiastic, attentive, and someone who uses engaging and diverse teaching methods. They share that she cares deeply about *every* student in the classroom, takes the time to ensure they understand the subject, and reaches out privately when she notices someone struggling. Students also emphasize her incredible compassion and understanding that life happens, noting how supported and valued they feel in her courses. Damara Holtman embodies the very best of what an instructor should be, and we are proud to celebrate her outstanding contributions to our college.

**CONGRATULATIONS DAMARA HOLTMAN!**

# Announcing the December 2025 Team Member of the Month

**Alison Lopez-Ramirez**  
**Program Coordinator, Workforce Education, Massey Campus**

Port St. Lucie resident Alison Lopez-Ramirez is the Indian River State College December 2025 Team Member of the Month.

As Program Coordinator in Workforce Education, Alison has made significant contributions to three key areas of student success—**recruitment, retention, and completion**—and her work has had a measurable impact on our programs.

For recruitment, Alison has designed and implemented several open house events that consistently draw more than 100 prospective students. She also travels to schools and other partner channels within and beyond our service district to promote Workforce programs and uses her background in digital media to create professional-quality materials that help attract students. Alison plays an equally important role in retention. She redesigned academic plans to streamline student progression and regularly visits classes to meet individually with students, ensuring they understand their next steps.

Her work in completion has helped many students earn additional credentials. Alison has reviewed hundreds of student records to identify technical and career certificates students can complete alongside their primary program, resulting in dozens of students receiving additional awards.

Known for her student-first mentality, Alison is always ready to assist—from helping students register for classes to ensuring certifications are documented and submitted accurately and on time for College reporting and funding. Colleagues frequently note how she “goes above and beyond” and consistently makes students and the College her top priority.

Alison joined IRSC in August 2024 and continues to serve as an essential member of the Workforce Education team.

**CONGRATULATIONS, ALISON!**

**December 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 November 18, 2025 Board of Trustees Meeting Minutes

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:** Request approval of the November 18, 2025 Board Meeting Minutes.

SUBMITTED BY: Suzanne Parsons

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26

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

**REGULAR MEETING**

**November 18, 2025**

The regular meeting of the District Board of Trustees of Indian River State College was held on November 18, 2025, beginning at 1:00 PM in the Board Conference Room, A301 in the Ben L. Bryan Administration Building at the Indian River State College Massey Campus in Fort Pierce, FL.

**REGULAR MEETING**

Those present:

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

**ATTENDANCE**

Absent:

- Christa Luna, Okeechobee County**
- Milo Thornton, 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**

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

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

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

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

**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**

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

**Scott Kimmelman, Athletic Director**

**Lou Caprino, Dean of Public Service Education**  
**Anthony Dribben, Dean of Science**  
**Stephanie Etter, Dean of the School of Continuing &  
Adult Education**  
**Patty Gagliano, Dean of Nursing**  
**Ann Hubbard, Dean of Health Science**  
**Adriene Jefferson, Dean of Northwest Center, and  
Equity Officer, Title IX Coordinator**  
**Tiffany Lewis, Dean of Mathematics**  
**Alex Kanter, Assistant Instructional Dean –  
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**  
**Jason Hazellief, Director of Technology Operations**  
**Rebecca Shearer, Chief Retention Officer**  
**Kathleen Walter, Public Relations Manager**  
**Leslie Gross, Faculty**  
**Brian Siegle, Faculty**  
**Staci Hale, Adjunct Faculty**  
**Azzam Abdur-Rahman, Staff**  
**Giovanni Barbieri, Staff**  
**Debra Castonguay, Staff**  
**James Crocco, Staff**  
**Mandie Finkelstein, Staff**  
**Brenda Freeman, Staff**  
**Hudson Lana, Staff**  
**Nichole Rummo, Staff**

**Brooklyn Stekl, Staff**

**Praveen Toteja**

**Rob Chaney, FCSAA Associate Director/Athletics  
Commissioner**

**Jenny Maxwell, Mary Rose Craycraft and A.J.**

**Guedouar Superhuman (*formerly Grammarly*)**

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

**CALL TO ORDER**

Rob Chaney, Associate Director/Athletics Commission for the Florida College System Activities Association (FCSAA) recognized the following individuals on their accomplishments:

**RECOGNITION**

**FCSAA RECOGNITION**

- **Scott Kimmelman – Elected to the FCSAA Hall of Fame**
- **Alex Kanter – Service on the FCSAA Executive Committee**

**SCOTT KIMMELMAN –  
FCSAA HALL OF FAME**

**ALEX KANTER – SERVICE  
ON THE FCSAA  
EXECUTIVE COMMITTEE**

President Moore, Rob Chaney and the Board congratulated Scott and Alex on their accomplishments and presented them with their awards.

Dr. Heather Belmont recognized Dr. Patty Gagliano who was awarded the Above & Beyond Award by the News Service of Florida.

**DR. PATTY GAGLIANO  
RECEIVES ABOVE &  
BEYOND AWARD BY THE  
NEWS SERVICE OF  
FLORIDA**

President Moore, Dr. Belmont and the Board congratulated Patty on her accomplishments and presented her with her award.

Debra Castonguay recognized the following Team Member of the Month:

- November 2025 – Brenda Freeman

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

President Moore made an impromptu recognition of Giovanni Barbieri. Today marks his 29<sup>th</sup> year of service to the College. Giovanni was the first person he interacted with when he came here in 2020.

President Moore and the Board congratulated Giovanni on his 29 years of service.

Acting Chair Schirard requested a motion to approve the minutes of the October 28, 2025 Board Meeting.

On a motion by Susie Caron, seconded by Tony George, and passed by the Board, the minutes of the October 28, 2025 Board Meeting were approved.

**RECOGNITION - TEAM MEMBER OF THE MONTH**

**NOVEMBER 2025 – BRENDA FREEMAN**

**IMPROMPTU RECOGNITION OF GIOVANNI BARBIERI**

**REQUEST APPROVAL OF THE OCTOBER 28, 2025 BOARD MEETING MINUTES**

**MOTION TO APPROVE THE OCTOBER 28, 2025 BOARD MEETING MINUTES**

The October 22, 2025 Board Retreat minutes were also included in the Board packet for the Boards information.

OCTOBER 22, 2025  
BOARD RETREAT  
MINUTES (*INFORMATION ONLY*)

Acting Chair Schirard received no requests for public comment, so he moved on to the next item on the agenda.

OPEN TO PUBLIC  
COMMENT

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

PRESIDENT'S REPORT

- Opportunities continue coming to us from external partners. These partnerships will assist us in creating high-skill, high wage jobs for our communities.
- Higher Education is changing and we will see this happen more next summer when the caps on student loans is in place.
- With the Board's hard work, we have changed many lives. We will continue to push hard and not rest on our laurels.

OPPORTUNITIES  
CONTINUE COMING TO  
THE COLLEGE. THESE  
PARTNERSHIPS WILL  
ASSIST US IN CREATING  
HIGH SKILL, HIGH WAGE  
JOBS

HIGHER ED IS  
CHANGING. WE WILL SEE  
THIS HAPPEN MORE  
NEXT SUMMER WHEN  
THE CAPS ON STUDENT  
LOANS ARE IN PLACE  
WITH THE BOARD'S  
HARD WORK, WE HAVE  
CHANGED MANY LIVES

President Moore presented to the Board, for its information, the Calendar of Events for December 2025 and January 2026.

CALENDAR OF EVENTS

Prior to the Strategic Initiatives presentation, President Moore shared the new Promise Video with the Board.

**STRATEGIC INITIATIVES  
PROMISE VIDEO**

Dr. Michael Hageloh shared how the Executive Leadership team birthed the Promise Program. We were instructed to do it and it was born.

Dr. Hageloh proceeded with the Strategic Initiatives Update:

**STRATEGIC INITIATIVES  
UPDATE**

- On Friday, moving college to cloud based communication phones. ATT will be porting us over, should take at least 2 hours.
- Ellucian is onsite this week. They are embedded in the areas where we are doing the work.
- Relocating IT to the old child care center. They will all be in the same building. Will also be a backup facility for us during emergencies.
- Campus connectivity – as of last week we have divergent services to all campuses.

**COLLEGE MOVING TO  
CLOUD BASED PHONE  
SYSTEM**

**ELLUCIAN ONSITE THIS  
WEEK**

**RELOCATING IT TO THE  
OLD CHILD CARE  
CENTER**

**DIVERGENT SERVICES  
TO ALL CAMPUSES AS OF  
LAST WEEK**

- Okee-One – our dark fiber is sitting in the gym and is connected. This will be our playground.
- Real Estate DSO – have received unsolicited bid on student housing and will see if the Real Estate DSO wants to move forward. Massey Campus – 350 suite style beds, Pruitt Campus – 500 apartment style beds. Following P3 laws, will hear the presentation from the developer and if the Real Estate Board decides to move forward, we will move into a design phase.
- Unsolicited Bid received for Edwards Road Vacant Land for \$8.9 million.

**OKEE-ONE – DARK FIBER IS CONNECTED AND READY FOR OUR USE**

**REAL ESTATE DSO – RECEIVED UNSOLICITED BID FOR STUDENT HOUSING AT MASSEY AND PRUITT CAMPUS. DSO WILL HEAR PRESENTATION AT ITS MEETING TO DECIDE WHETHER TO MOVE FORWARD ACCORDING TO P3 LAWS**

**UNSOLICITED BID RECEIVED FOR EDWARDS ROAD VACANT LAND SUPERHUMAN STRATEGIC PARTNERSHIP PRESENTATION**

Dr. Michael Hageloh introduced Superhuman to present some ideas. Jenny Maxwell, GM/SVP, Mary Rose Craycraft, Head of Strategic Partnerships, and A.J. Guedouar, New Partnership Development began their presentation. Student Success is always at the forefront of their business. They discussed how Grammarly began. Over 40 million use Grammarly every day. They have now been rebranded to Superhuman. Grammarly enables student success,

elevates instructor impact, readies students for AI workforce and facilitates institutional innovation.

Kathleen Walter and Hudson Lana provided an update on marketing and public relations. They discussed an Integrated Approach, our River Reach and Results, Strategic Initiatives and how we are playing bigger.

**MARKETING AND PUBLIC RELATIONS UPDATE**

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 Amendment No. 3
- 2. Indian River State College Foundation Items:
  - a. Foundation Budget for April 1, 2025 – June 30, 2026
  - b. IRSC Foundation Audit Report for Year Ending March 31, 2025, 2024 IRS Form 990, 2024/25 Direct Support Organization Audit Review Check List
- 3. Ellucian Order Forms:

**2025/26 BUDGET AMENDMENT NO. 3  
IRSC FOUNDATION ITEMS  
FOUNDATION BUDGET FOR 4/1/25 – 6/30/26**

**IRSC FOUNDATION AUDIT REPORT FOR YEAR ENDING 3/31/25, 2024 IRS FORM 990, 2024/25 DSO AUDIT REVIEW CHECK LIST**

**ELLUCIAN ORDER FORMS**

- |                                                                                                                                                                     |                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>a. Order Form for Ellucian Travel &amp; Expense Management powered by Chrome River, ESM &amp; Training</li> </ul>            | <p><b>ORDER FORM FOR ELLUCIAN TRAVEL &amp; EXPENSE MGMT POWERED BY CHROME RIVER, ESM &amp; TRAINING</b></p> |
| <ul style="list-style-type: none"> <li>b. Managed Services Order Form – Academic Services</li> </ul>                                                                | <p><b>MANAGED SERVICES ORDER FORM – ACADEMIC SERVICES</b></p>                                               |
| <p>4. EHR Evolution additional Statement of Work for the Master Professional Services Agreement:</p>                                                                | <p><b>EHR EVOLUTION ADDITIONAL STATEMENTS OF WORK FOR MASTER PROF SERVICES AGREEMENT</b></p>                |
| <ul style="list-style-type: none"> <li>a. #02525_12 Indian River State College Finance Data Conversion</li> </ul>                                                   | <p><b>#02525_12 IRSC FINANCE DATA CONVERSION</b></p>                                                        |
| <p>5. Condensed Financial Report and Highlights as of September 30, 2025 (<i>information only</i>)</p>                                                              | <p><b>CFR &amp; HIGHLIGHTS AS OF SEPTEMBER 30, 2025</b></p>                                                 |
| <p>Susan Caron reported on the Facilities Committee Meeting held earlier in the day.</p>                                                                            | <p><b>FACILITIES COMMITTEE MEETING REPORT</b></p>                                                           |
| <p>On a motion made by Susan Caron, seconded by Melissa Kindell, and passed by the Board, the following Facilities Committee Meeting items were approved:</p>       | <p><b>MOTION ON FACILITIES COMMITTEE MEETING ITEMS</b></p>                                                  |
| <ul style="list-style-type: none"> <li>1. Construction Agreements with Advanced Roofing Inc. for roof replacements/recoating at the following locations:</li> </ul> | <p><b>CONSTRUCTION AGREEMENTS WITH ADVANCED ROOFING INC. FOR ROOF REPLACEMENTS/ RECOATING</b></p>           |
| <ul style="list-style-type: none"> <li>a. Dixon Hendry Campus, Building B Roof</li> </ul>                                                                           | <p><b>DIXON HENDRY, BLDG B</b></p>                                                                          |
| <ul style="list-style-type: none"> <li>b. Massey Campus, ES Child Development Center</li> </ul>                                                                     | <p><b>MASSEY CAMPUS, ES CHILD DEVELOPMENT CENTER</b></p>                                                    |

c. Massey Campus, Library Roof

2. Continuing Services Contract Renewals:

a. RFQu #24/25-03 Continuing Services Contract Renewals - Construction Management – Year 2 of 3 for the following firms:

- Paul Jacquin & Sons Construction
- Wharton Smith Construction
- WELBRO Construction
- Charles Perry Partners Construction
- Lebolo Construction
- Summit Construction
- Thornton Construction
- H.J. High Construction
- Lego Construction
- Proctor Construction

b. RFQu #24/25-04 Continuing Services Contract Renewals – Mechanical, Electrical, Plumbing Services – Year 2 of 3 for the following firms:

- Cape Design Engineering
- BCER Engineering

MASSEY CAMPUS,  
LIBRARY  
CONTINUING SERVICES  
CONTRACT RENEWALS –  
RFQu #24/25-03  
CONSTRUCTION MGMT –  
YEAR 2 OF 3

PAUL JACQUIN & SONS  
CONSTRUCTION  
WHARTON SMITH  
CONSTRUCTION  
WELBRO  
CONSTRUCTION  
CHARLES PERRY  
PARTNERS CONST  
LEBOLO CONSTRUCTION

SUMMIT CONSTRUCTION

THORNTON  
CONSTRUCTION  
H.J. HIGH  
CONSTRUCTION  
LEGO CONSTRUCTION

PROCTOR  
CONSTRUCTION  
RFQu #24/25-04  
CONTINUING SERVICES  
CONTRACT RENEWALS –  
MECHANICAL,  
ELECTRICAL, PLUMBING  
SERVICES – YEAR 2 OF 3

CAPE DESIGN  
ENGINEERING  
BCER ENGINEERING

<ul style="list-style-type: none"> <li>▪ Johnson, Levinson, Ragan, Davila, Inc.</li> </ul>	<p><b>JOHNSON, LEVINSON, RAGAN, DAVILA, INC.</b></p>
<ul style="list-style-type: none"> <li>▪ OCI Associates, Inc.</li> </ul>	<p><b>OCI ASSOCIATES, INC.</b></p>
<ul style="list-style-type: none"> <li>▪ SGM</li> </ul>	<p><b>SGM</b></p>
<p><b>c. RFQu #24/25-05 Continuing Services Contract Renewals – Civil Engineering - Year 2 of 3 for the following firms:</b></p>	<p><b>RFQu #24/25-05 CONTINUING SERVICES CONTRACT RENEWALS – CIVIL ENGINEERING, YEAR 2 OF 3</b></p>
<ul style="list-style-type: none"> <li>▪ Chen Moore &amp; Associates</li> </ul>	<p><b>CHEN MOORE &amp; ASSOCIATES GRAEF-USA INC.</b></p>
<ul style="list-style-type: none"> <li>▪ Graef-USA Inc.</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Kimley-Horn and Associates</li> </ul>	<p><b>KIMLEY HORN &amp; ASSOCIATES MILLER LEGG</b></p>
<ul style="list-style-type: none"> <li>▪ Miller Legg</li> </ul>	
<p><b>3. Blackburn Multi-Purpose Community Grant – Construction Agreement – Charles Perry Partners Inc. (CPPI)</b></p>	<p><b>BLACKBURN MULTI-PURPOSE COMMUNITY GRANT CONSTRUCTION AGREEMENT W/CPPI</b></p>
<p><b>4. Construction Agreement with Paul Jacquin and Sons, Inc. for the ES Building Remodel</b></p>	<p><b>CONSTRUCTION AGRMT W/PAUL JACQUIN &amp; SONS INC FOR THE ES BLDG. REMODEL</b></p>
<p><b>5. Facilities Use Agreements:</b></p>	<p><b>FACILITIES USE AGREEMENTS: INDIAN RIVER CHARTER HS – MUELLER CAMPUS</b></p>
<p><b>a. Indian River Charter High School – Mueller Campus</b></p>	
<p><b>b. NAACP – Chastain Campus Office B105</b></p>	<p><b>NAACP – CHASTAIN CAMPUS, OFFICE B105 PAUL JACQUIN &amp; SONS INC. CONTINUING</b></p>
<p><b>6. Paul Jacquin &amp; Sons Inc. Continuing Services Contract Proposal for an IRSC Massey</b></p>	<p><b>SERVICES CONTRACT FOR AN IRSC MASSEY CAMPUS, S BLDG, ALUMINUM LANAI &amp;</b></p>

Campus, S Building, Aluminum Lanai & Pavers for Golf Cart Parking

PAVERS FOR GOLF CART PARKING

7. Independent Contractor Agreement with Proctor Construction Co. LLC for the Building A Conference Room A214 & 211A Kitchenette Renovation

INDEPENDENT CONTRACTOR AGREEMENT WITH PROCTOR CONSTRUCTION LLC FOR THE BLDG A CONF RM A214 & 211A KITCHENETTE RENO ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

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

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

MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

1. 2025/26 Budget Amendments:
  - a. No. 1 – Fund 2 – Clark Advanced Learning Center – Current Fund – Restricted
  - b. No. 1 – Fund 2 – Indiantown High School – Current Fund - Restricted

2025/26 BUDGET AMENDMENTS NO. 1, CLARK & NO. 1, INDIANTOWN HIGH SCHOOL

2. 2025/26 First Quarter Summary of Revenue & Expenses for Operating, PECO and Local Capital Improvement Revenue (*information only*)

2025/26 1<sup>st</sup> QUARTER SUMMARY OF REVENUE & EXPENSES FOR OPERATING, PECO & LOCAL CAPITAL IMPROVEMENT REVENUE (*INFORMATION ONLY*)

- a. Clark Advanced Learning Center
  - b. Indiantown High School
3. Performance Pay resulting from 24/25 School

Year Final Evaluations:

- a. Clark Advanced Learning Center
- b. Indiantown High School

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

On a motion made by Jose Conrado, seconded by Susie Caron, and passed by the Board, the following Strategic Planning Committee Meeting were approved:

- 1. Revised Mission Statement
- 2. Proposed goals/themes for 2026/29 Strategic Plan (*information only*)

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

The following Governance & Legislative Affairs Committee Meeting item was presented for information:

- 1. 2026 Legislative Session Update

CLARK ADVANCED  
LEARNING CENTER  
INDIANTOWN HIGH  
SCHOOL  
PERFORMANCE PAY  
RESULTING FROM 24/25  
SCHOOL YEAR FINAL  
EVALUATIONS  
CLARK ADVANCED  
LEARNING CENTER  
INDIANTOWN HIGH  
SCHOOL  
STRATEGIC PLANNING  
COMMITTEE MEETING  
REPORT

MOTION ON STRATEGIC  
PLANNING COMMITTEE  
MEETING ITEMS

REVISED MISSION  
STATEMENT  
PROPOSED  
GOALS/THEMES FOR  
2026/29 STRATEGIC  
PLAN (*INFO ONLY*)  
GOVERNANCE &  
LEGISLATIVE AFFAIRS  
COMMITTEE MEETING  
REPORT

GOVERNANCE &  
LEGISLATIVE AFFAIRS  
COMMITTEE MEETING  
ITEM

2026 LEGISLATIVE  
SESSION UPDATE

Acting Chair Schirard requested a motion on the Consent Items.

**CONSENT ITEMS**

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

**MOTION ON CONSENT ITEMS**

- 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

- 26-27 ACADEMIC & REGISTRATION CALENDAR
- ACUE COMMONS INSTITUTIONAL SUBSCRIPTION & COMPREHENSIVE COURSE FOR CERTIFICATION COHORT
- AGREEMENT BETWEEN THE DBOT, IRSC AND HIBISCUS CHILDREN’S CENTER
  
- AGREEMENT BETWEEN DBOT, IRSC AND ST. LUCIE COUNTY
  
- CLINICAL AFFILIATION AGREEMENTS
  
  
- FORT PIERCE UTILITIES AUTHORITY CONTRACT
- H5P.COM SAAS AGREEMENT
- INDEPENDENT CONTRACTOR AGREEMENT WITH WORKFORCE WISE SOLUTIONS, LLC

- i. Memorandum of Understanding between the Indian River State College and Superhuman Platform, Inc., formerly known as Grammarly, Inc. **MOU BETWEEN IRSC AND SUPERHUMAN PLATFORM, INC., FORMERLY KNOWN AS GRAMMARLY, INC.**
- j. Memorandum of Understanding with Trinity Medical Sciences University School of Medicine **MOU WITH TRINITY MEDICAL SCIENCES UNIVERSITY SCHOOL OF MEDICINE**
- k. Memorandum of Agreement between Indian River State College, Criminal Justice Institute and RD2 Consulting, LLC **MOA BETWEEN IRSC, CRIMINAL JUSTICE INSTITUTE AND RD2 CONSULTING, LLC**
- l. Full-Time Appointments **FULL-TIME APPOINTMENTS**
- m. Separations of Service **SEPARATIONS OF SERVICE**
- n. Regular Part-Time Appointments **REGULAR PART-TIME APPOINTMENTS**
- o. Part-Time Temporary Non-Instructional Appointments **PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS**
- p. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED Vocational Credit; Vocational Supplemental; and Vocational Preparatory) **PART-TIME INSTRUCTIONAL CERTIFICATIONS**

There being no further business, the meeting **ADJOURNMENT**  
adjourned at 2:50 PM.

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**J. Brantley Schirard Jr.**  
**Acting Chairperson**

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**Timothy E. Moore, Ph.D.**  
**Secretary**

DRAFT

**DISTRICT BOARD OF TRUSTEES****SUMMARY OF ITEM FOR  
OPEN TO PUBLIC COMMENT**

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**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. 5

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. 5**

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*

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**TOPIC:** President's Report

**SUMMARY:**

- Monthly President's Report:
- a. President's Update
  - b. Calendar of Events for February 2026

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SUBMITTED BY: Dr. Tim Moore DATE: 1/27/26

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BOARD ACTION: None required DATE: 1/27/26

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# Board of Trustees Calendar of Events February 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 <b>Board Retreat, Massey Campus, A301, 11:00 AM – 5:00 PM</b>	5	6	7
8	9	10	11	12	13 <b>2026 Veteran’s Clay Shoot, 8 AM, OK Corral Gun Club, Okeechobee</b>	14
15	16	17	18	19	20	21
22	23	24 <b>Board Meeting, Richardson Center, C105, 1:00 PM</b>	25	26	27	28



**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;  
▪ ERP Update – *Dr. Michael Hageloh and Praveen Toteja*

**ALTERNATIVE(S):** N/A

**FOR CONTRACTS:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

SUBMITTED BY: Dr. Michael Hageloh

DATE: 1/7/26

BOARD ACTION: None Required

DATE: 1/27/26



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**TOPIC:** Learning Resources Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

Dr. Belmont and Dr. Tignor will present Learning Resources data from 2022-2025. This presentation will include an overview of data from all areas of the division, with special focus on the impact of Learning Resources departments (Libraries, Online, and Tutoring) on student success and retention. Areas of interest include a 236% increase in library programming in the past three years, the creation of the River’s Student Help Desk in 2024, and tutoring engagement both in the labs and in embedded courses.

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

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SUBMITTED BY: Dr. Mia Tignor / Dr. Heather Belmont

DATE: 1/7/26

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BOARD ACTION: None Required

DATE: 1/27/26

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**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: 1/27/26

BOARD ACTION:

DATE: 1/27/26



**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.

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COMMITTEE RECOMMENDATION: Trustee Jose Conrado

DATE: 1/27/26

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BOARD ACTION:

DATE: 1/27/26

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**TOPIC:** Strategic Planning Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**  **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.

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**COMMITTEE RECOMMENDATION:** Trustee Jose Conrado

**DATE:** 1/27/26

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**BOARD ACTION:**

**DATE:** 1/27/26

---



**TOPIC:** Facilities Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**  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.

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COMMITTEE RECOMMENDATION: Trustee Susan Caron

DATE: 1/27/26

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BOARD ACTION:

DATE: 1/27/26

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**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** Consent Items

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

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SUBMITTED BY: Dr. Tim Moore

DATE: 1/27/26

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BOARD ACTION:

DATE: 1/27/26

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**TOPIC:** Clinical Affiliation Agreements:

- First Amendment to Affiliation Agreement between Delray Medical Center, Inc., d/b/a Palm Beach Health Network and IRSC
- Prime PT & Wellness
- Donato A. Viggiano, M.D., P.A., d/b/a Treasure Coast Plastic Surgery
- VNA of the Treasure Coast

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                  \_\_\_\_\_ INFORMATION  
                                  \_\_\_\_\_ DISCUSSION

**SUMMARY:** Board approval is requested for the attached Health Science Student(s) Experience Agreements in which the named health care agencies have agreed to provide their facility for Health Science students to participate in clinical rotations and experiences. The experience agreement outlines the roles and responsibilities to which the school and clinical facility have subscribed to mutually observe. The agreements will further increase clinical opportunities for students.

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

**FOR CONTRACTS:**

1. **TERM:** This agreement shall be effective for indefinite duration, commencing upon the date of signatures of both parties.
2. **FISCAL IMPACT:** None
3. **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

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SUBMITTED BY: Dr. Ann Hubbard / Dr. Heather J. Belmont

DATE: 1/7/26

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BOARD ACTION:

DATE: 1/7/26

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**FIRST AMENDMENT TO AFFILIATION AGREEMENT**

**THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT** (the “Amendment”) is made and entered into as of the later of November 4, 2025, or the execution of the Amendment (the “Effective Date”) by and between, **DELRAY MEDICAL CENTER, INC.**, doing business as **PALM BEACH HEALTH NETWORK** (“Hospital”), and **INDIAN RIVER STATE COLLEGE** (“School”)

**RECITALS**

**WHEREAS**, Hospital and School entered into that certain Affiliation Agreement, effective August 29, 2025 (the “Agreement”);

**WHEREAS**, the Parties desire to continue under the Agreement, but wish to modify certain terms of the Agreement.

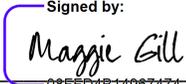
**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hospital and School agree as follows:

1. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A-1 attached hereto and incorporated herein by this reference.
2. Except as herein provided, the Agreement and all of the terms and conditions contained therein, are hereby ratified and reaffirmed by the Parties.
3. This Amendment represents the complete agreement between the Parties regarding the subject matter hereof, and no other changes or modifications of the Agreement are intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control to the extent applicable.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year last written below.

**DELRAY MEDICAL CENTER, INC.**  
**D/B/A PALM BEACH HEALTH NETWORK**

**INDIAN RIVER STATE COLLEGE**

Signed by:   
 By: \_\_\_\_\_  
 Name: Maggie Gill  
 Title: Authorized Signatory  
 Date: 12/1/2025 | 3:45 PM CST

Signed by:   
 By: \_\_\_\_\_  
 Name: Timothy E. Moore, PhD  
 Title: President  
 Date: 12/1/2025 | 4:42 PM EST

**EXHIBIT A-1**

**AFFILIATES**

**Good Samaritan Medical Center**

**Palm Beach Gardens Medical Center**

**St. Mary's Medical Center**

**West Boca Medical Center**

**Florida Coast Medical Center**

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (“Agreement”) is made and entered into as of the later of August 22, 2023, or the execution of the Agreement by both parties (the “Effective Date”) between **INDIAN RIVER STATE COLLEGE** (“School”), and **DELRAY MEDICAL CENTER, INC.**, a Florida corporation, doing business as the **PALM BEACH HEALTH NETWORK** on behalf of itself and its affiliate Tenet Hospitals (each and collectively “Hospital”).

### R E C I T A L S:

- A. Hospital is entering into the Agreement on behalf of itself and for the benefit of its affiliates as listed hereto on Exhibit A attached hereto and incorporated herein.
- B. School offers to enrolled students in health care programs listed on Exhibit B.
- C. Hospital operates a comprehensive inpatient facility licensed in the State of Florida (“State”).
- D. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.
- E. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (“Program Participants”) shall be accountable to Hospital’s Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit C, and a Statement of Confidentiality in the form attached hereto as Exhibit D.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation proof of full immunization for COVID 19 or approved exemption, a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to

the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual contact Hospital's Education department or obtain the website link for the on-line training and complete the training. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the training link web site ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** School acknowledges each Program Participant shall be required to submit to a complete background check as a condition of participation in the Program. School shall provide a copy of the completed background check, along with the attached form in Exhibit E, to Hospital prior to the commencement of any Program Participant's participation in the Program. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and; if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

j. **Indemnification.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives, and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of School's negligence or the negligence of any of its faculty, agents, representatives and employees under this Agreement. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder. Nothing contained herein is intended to nor shall act as a waiver of School's sovereign immunity except as permitted in §768.28, Florida Statutes.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other

provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to

whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 8. **INSURANCE.**

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

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

c. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

d. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.

9. **TERM.** The term of this Agreement ("Term") shall be three (3) years commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospitals, such completion not to exceed six (6) months.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

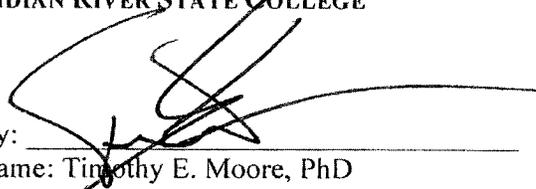
14. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”) before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

15. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the

parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

**16. COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

**17. EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

<p><b>DELRAY MEDICAL CENTER, INC.</b> <b>d/b/a PALM BEACH HEALTH NETWORK</b></p> <p>DocuSigned by:  By: _____ Name: Maggie M. Gill Title: Authorized Signatory Date: 8/29/2023   1:42 PM CDT Address: 5352 Linton Boulevard Delray Beach, Florida 33484</p>	<p><b>INDIAN RIVER STATE COLLEGE</b></p> <p> By: _____ Name: Timothy E. Moore, PhD Title: President Date: 8-24-23 Address: 3209 Virginia Ave Fort Pierce FL 34981</p>
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**EXHIBIT A**

**AFFILIATES**

**Good Samaritan Medical Center**

**Palm Beach Gardens Medical Center**

**St. Mary's Medical Center**

**West Boca Medical Center**

**EXHIBIT B**

**All healthcare programs including:**

**Nursing  
Phlebotomy  
Surgical Services Technology  
EMT/Paramedic  
Nursing Assistant  
Nursing  
Radiography  
Respiratory Care  
Physical Therapy Assistant  
Pharmacy Technician  
Medical Laboratory Technology**

**EXHIBIT C**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of \_\_\_\_\_ (“Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Indian River State College (“School”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

**EXHIBIT D**

**CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Indian River State College ("School") and \_\_\_\_\_ ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and School's privacy policies and procedures and privacy practices.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

EXHIBIT E

HEALTH AND BACKGROUND SCREENING ATTESTATION

Indian River State College  
SCHOOL NAME

**HEALTH OF PROGRAM PARTICIPANTS.** School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubella immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Negative Drug Screen
6. Covid vaccination documentation
7. Influenza vaccination during flu season (Nov 10-March 31). Students who decline may not be cleared to rotate in the facility.

**BACKGROUND CHECKS.** School has conducted a retrospective background check on all students assigned to the program prior to their participation in clinical activities. This background checks must be sent to the hospital and must be clear. STAFF/FACULTY responsible for supervision and/or instruction must provide a background screening to the Education department.

The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
- 3 Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA

**ATTENDING STUDENTS:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**STAFF/FACULTY**

- 1.
- 2.

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

Name & Title:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



No. 252C

## CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the COLLEGE, and PRIME PT & WELLNESS, 8961 SE Bridge Road, Hobe Sound Florida 3455, hereinafter referred to as the HEALTH CARE FACILITY.

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

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

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

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

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

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

The COLLEGE and the HEALTH CARE FACILITY mutually agree to:

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

**CLINICAL EDUCATION AGREEMENT  
PRIME PT & WELLNESS  
PAGE 2**

The **COLLEGE** agrees:

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

CLINICAL EDUCATION AGREEMENT  
PRIME PT & WELLNESS  
PAGE 3

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

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

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

CLINICAL EDUCATION AGREEMENT  
PRIME PT & WELLNESS  
PAGE 4

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

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

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

The **HEALTH CARE FACILITY** agrees:

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

CLINICAL EDUCATION AGREEMENT  
PRIME PT & WELLNESS  
PAGE 5

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

Terms of Agreement:

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

CLINICAL EDUCATION AGREEMENT  
PRIME PT & WELLNESS  
PAGE 6

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

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

  
Cristine E. Charlemagne, DPT, President  
PRIME PT & WELLNESS

11-11-25  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



NO. 345A

**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 **DONATO A. VIGGIANO, M.D., P.A. d/b/a TREASURE COAST PLASTIC SURGERY**, 1901 SE Port St. Lucie Boulevard, Port St. Lucie, Florida 34952 hereinafter referred to as **HEALTH CARE FACILITY**.

**WITNESSETH**

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

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



## HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

DONATO A. VIGGIANO, M.D., P.A. d/b/a

TREASURE COAST PLASTIC SURGERY

Page 3

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

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

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

**DONATO A. VIGGIANO, M.D., P.A. d/b/a**

**TREASURE COAST PLASTIC SURGERY**

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

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

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

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

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

DONATO A. VIGGIANO, M.D., P.A. d/b/a

TREASURE COAST PLASTIC SURGERY

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

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

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

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

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

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

Donato A. Viggiano MD

DONATO A. VIGGIANO, M.D.

DONATO A. VIGGIANO, M.D., P.A. d/b/a

TREASURE COAST PLASTIC SURGERY

10/17/25

Date

Christa Luna, Chair

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER  
STATE COLLEGE

Date

Timothy E. Moore, Ph.D., President

INDIAN RIVER STATE COLLEGE

Date



NO. 195A

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 **VNA OF THE TREASURE COAST**, 958 20<sup>th</sup> Place, Second Floor, Vero Beach, Florida 32960, hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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

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

## HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

### VNA OF THE TREASURE COAST

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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.

#### 3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

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

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT  
VNA OF THE TREASURE COAST  
Page 3**

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

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

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

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT  
VNA OF THE TREASURE COAST  
Page 4

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

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

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

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

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT  
VNA OF THE TREASURE COAST**

Page 5

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

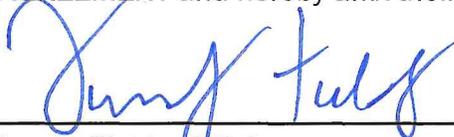
The appropriate staff of the **HEALTH CARE FACILITY** and the faculty of the **HEALTH PROGRAMS** of the **COLLEGE** will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

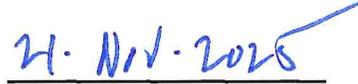
This Agreement shall be interpreted under the laws of the State of Florida.

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

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

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

  
\_\_\_\_\_  
Lundy Fields, C.E.O.  
VNA OF THE TREASURE COAST

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**TOPIC:** Independent Contractor Agreements

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

Board approval is requested for the following Independent Contractor Agreements:

1. **ACRO Service Corp – Term: January 13, 2026 – May 15, 2026, \$19,532.80, Termination: In writing to either party.** ACRO Service Corp will provide 16 weeks Accounts Payable Temp Staffing Service while an employee is out on FMLA.
2. **Julie Neisler, Digital Promise - Term: October 1, 2025 – September 30, 2026, \$65,000, Termination: With or without cause upon ten (10) days written notice to the Contractor.** The external evaluator will conduct site visits at least three times virtual or in person, per year and will monitor the program, consult on protocols for and review findings from interviews with students, faculty, and administrators, complete data analyses, and provide formative evaluation and summative evaluation report each year. Site visits and observations will provide findings to the extent to with *STEM Pioneers* is being implemented with fidelity. Tasks, analysis, and reporting will be concurrent with implementation. Evaluation activities will begin at the outset of the project in year 1, and run through the end of year 5, provided available funding.
3. **United Food Truck LLC – Term: 11/12/25 – 11/12/26, \$75,800.59, Termination: With or without cause by either party upon written notification noticing the other party of its intention.** Custom Food Truck Trailer services for the Pruitt Campus – RFP 25/26-01

**ALTERNATIVE(S):** None

**FISCAL IMPACT:** See above

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Edith Pacacha, Cindy Bruin & Peter Lee

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26



**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 ACRO SERVICE CORP (the "Contractor") having a principal place of business at **39209 West Six Mile Road, Suite 160, Livonia, Michigan 48152 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: **16 weeks Accounts Payable Temp Staffing Service** to be provided in accordance with the Contractor's Proposal dated 1/6/2026 **[Based on Proposal # IRSC AP Temp Staffing, Omnia Contract # 16111]** 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: **3209 Virginia Avenue, Fort Pierce, FL, 34981 – Massey Campus.**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement** and will terminate on **5/15/2026**; 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: **Thirty Dollars and 52/100 cents (\$30.52) per hour for 640 hours or 16 weeks** and under no circumstances whatsoever shall the fee exceed, **Nineteen Thousand, Five Hundred Thirty-Two and 80/100 cents (\$19,532.80)** 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 contract 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.**

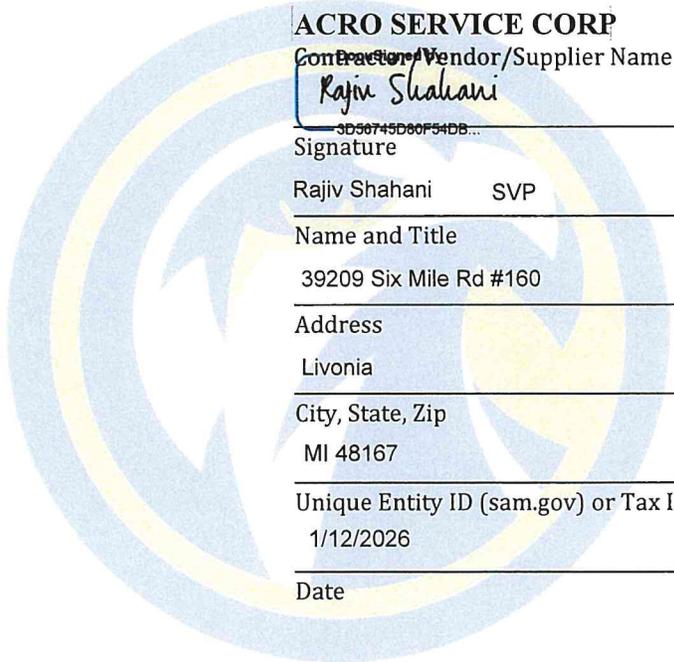
Contractors Authorized Contact for Agreement

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

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



**ACRO SERVICE CORP**

Contractor Vendor/Supplier Name

*Rajiv Shahani*

3050745D80F54DB...  
Signature

Rajiv Shahani SVP

\_\_\_\_\_  
Name and Title

39209 Six Mile Rd #160

\_\_\_\_\_  
Address

Livonia

\_\_\_\_\_  
City, State, Zip

MI 48167

\_\_\_\_\_  
Unique Entity ID (sam.gov) or Tax ID

1/12/2026

\_\_\_\_\_  
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:

Edith R. Pacacha

Administrator's Signature

EDITH PACACHA VP ADMIN/FINANCE,

Name and Title

INDIAN RIVER STATE COLLEGE

College/Department

January 13, 2026

Date

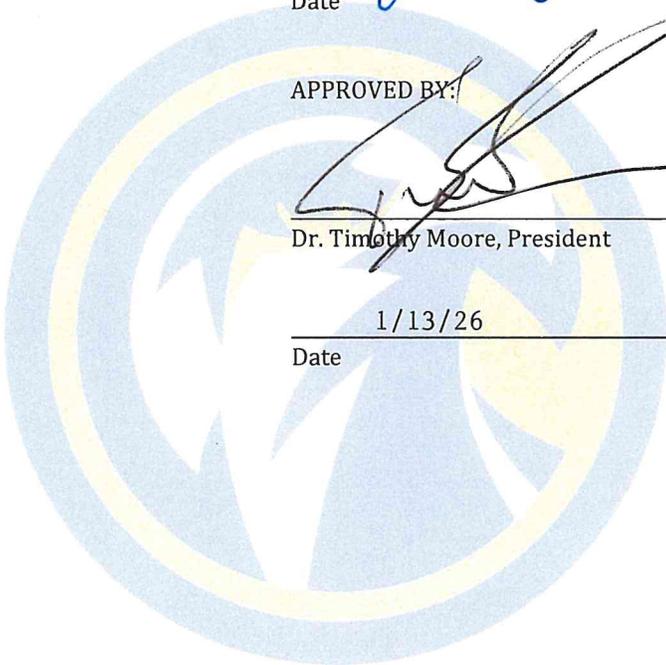
APPROVED BY:

[Signature]

Dr. Timothy Moore, President

1/13/26

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.**



1/6/2026

To: Indian River State College  
From: Acro Government Solutions Group – Workforce Solutions Division  
Subject: Request for Quote  
Contract #: 16111

Hello Vanessa,

Per your request, please see find the quote for an Accounts Payable/Administrative position, this quote assumes approximately 640 hours (16 weeks) This quote does not include OT or Holiday hours.

**Job Category:** Accounting (A-1)

**PositionTitle:** Accounts Payable/Administrative Support

**Bill Rate:** \$30.52

**Duration:** 1/26/26-5/15/26 640 hours

**Total Cost to IRSC:** \$19,532.80

Thank you.

Laura King

MSP Program Manager

✉ E: [lking@acrocorp.com](mailto:lking@acrocorp.com) | ☎ P: (602) 792-0020 EXT 2

🌐 W: [www.acrocorp.com](http://www.acrocorp.com)

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>ACRO SERVICE CORP</b>	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. <b>39209 West Six Mile Road, Suite 160</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Livonia, Mi. 48152</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
3	8	-	2	4	1	3	6	2	9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Perrain Olinger</i>	Date 1/1/2026
------------------	----------------------------------------------------	------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## **PARTICIPATING ADDENDUM**

### **for Omnia Partners/Maricopa Participant Contract 16111**

#### **Between ACRO Service Corp and Participant**

##### **1.1 Scope**

This participating addendum adopts Contract 16111, led by Maricopa Participant, Arizona, (the "Contract") for staffing and related services for use by \_\_\_\_\_ (the "Participant") agencies and other governmental entities. Omnia Partners was the original drafter of the Contract, and Acro Service Corp ("Acro" or "Contractor") is the entity fulfilling it.

##### **1.2 Participation**

The Participant's State and Local statutes allow for the use of cooperative contracts with the prior approval of the appropriate Procurement Office. The Contract is incorporated by reference into this addendum ("Participating Addendum"). Issues of interpretation and eligibility for participation are solely within the authority of the Participant's Procurement Office to determine.

Within Participant's oversight authority, all agencies, facilities, cities, educational entities, or any entity funded in part with tax dollars, are eligible purchasers and may purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

##### **1.3 Order of Precedence**

1. This Participating Addendum ("PA");
2. Contract 16111 (the "Contract");
3. Omnia Partners' Solicitation for the Contract, including all Addendums; and
4. Any Statements of Work between the parties to the Participating Addendum.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by Participant and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in Acro's response to the Solicitation by Participant, or terms listed or referenced on Acro's website, in Acro's quotations of sales orders, or in similar documents subsequently provided by the Acro unless a mutually agreed exception has been negotiated and incorporated into this Participating Addendum.

##### **1.4 Terms**

The Participant agrees to the terms of the Contract and the Participating Addendum only to the extent the terms are not in conflict with applicable laws.

##### **1.5 Modifications or Additions to the Contract**

##### **1.6 Orders**

Any Order placed by an entity ordering under this Participating Addendum for a product or Service available from the Contract shall be deemed to be a sale governed by the prices and other terms and conditions of the Contract unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

**1.7 Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Rajiv Shahani
Address	39209 W Six Mile Road, Suite 160, Livonia, MI 48152
Telephone	<del>2,489,628,107.00</del>
E-mail	rajivs@acrocorp.com

Participant

Name	
Address	
Telephone	
E-mail	

The Parties will always keep current a primary point of contact for administration of this Participating Addendum.

**1.8 Entire Agreement**

This Participating Addendum and the Contract (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name & Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Acro  
DocuSigned by:  
*Rajiv Shahani*  
3D56745D80F54DB...  
\_\_\_\_\_  
Authorized Signature

Rajiv Shahani 1/12/2026

\_\_\_\_\_  
Name & Date

SVP  
\_\_\_\_\_  
Title

**ATTACHMENT 1  
ADDITIONAL TERMS AND CONDITIONS**

**1.1 Definitions**

The following words and terms shall be defined as set forth below:

**"Bid Proposal"** means the Contractor's quote, bid, or proposal submitted in response to the Competitive Bidding Document.

**"Competitive Bidding Document"** means the Request for Proposals, Request for Bids, or Request for Quotation (and any addenda thereto) identified in the Contract that was issued to solicit the services.

**"Contract"** means the collective documentation memorializing the terms of the agreement between the Participant and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), these General Terms for Goods Contracts, any signed certifications, and all other attachments to the Contract Declarations & Execution Page (s).

**"Contract Declarations & Execution Page(s)"** means the document that contains basic information about the Contract and incorporates by reference the Contractor's Bid Proposal in response to the Competitive Bidding Document, these General Terms and Conditions for Services Contracts, and the final pricing documentation for services. However, no objection or amendment by a Contractor to the Competitive Bidding Document requirements shall be incorporated by reference into this Contract unless the Participant has accepted the Contractor's objection or amendment in writing.

**"Contractor"** means the provider of the services under the Contract.

**"Product"** refers to any products, services, materials or items that are ordered, developed, produced, delivered, installed, licensed, performed, provided, or otherwise made available, under or through this Contract or Order. The term "Product" includes all related, provided, or supplied documentation, updates, source code, upgrades, and enhancements.

**"Purchase instrument"** means the documentation issued by the Participant to the Contractor for a purchase of services in accordance with the terms and conditions of the Contract or Participating Addendum. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the Invoices, and any other requirements deemed necessary by the Participant. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

**1.2 Availability of Contract to Other Entities**

All other agencies of Participant and all political subdivisions of the Participant may make purchases pursuant to the Contract and Participating Addendum as permitted by the Competitive Bidding Document.

**1.3 Duration of the Participating Addendum**

The term of the Participating Addendum is indefinite unless terminated earlier in accordance with the notice requirements or in a writing signed by both parties. The Participant may terminate the Participating Addendum with ninety (90) days' notice to Acro.

**1.4 Description of Services**

**1.4.1 Specifications In Competitive Bidding Documents**

Acro shall provide services that comply with the specifications contained in the Competitive Bidding Document or in Statements of Work.

**1.4.2 Product Shipment and Delivery**

All products shall be shipped F.O.B. Destination. Destination shall be the location(s) specified in the Purchase Instrument. Contractor bears all risk of loss during shipment of goods. The Contractor shall properly package goods. The Participant will not accept noticeably damaged goods. The Participant reserves the right to inspect the goods at a reasonable time after delivery in the event the Participant is unable to perform an adequate inspection of the goods at the time of delivery. If the Participant discovers damaged or defective goods not readily apparent at the time of delivery, the Participant shall have the right to return goods at no cost to the Participant, regardless of when the damage or defect is discovered.

**1.4.3 Non-Exclusive Rights**

The Contract and Participating Addendum are not exclusive. The Participant reserves the right to select other contractors to provide services similar or identical to services described in the Contract during the term of the Contract.

**1.4.4 No Minimums Guaranteed**

The Contract does not guarantee any minimum level of purchases.

**1.5 Compensation**

**1.5.1 Pricing**

The Contractor will be compensated in accordance with the payment terms outlined In the Contract.

The Contractor shall submit, an invoice for Deliverables rendered in accordance with the Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Participant shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the Participant for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

**1.5.2 Billings**

The Contractor shall submit, on a regular basis an invoice for services supplied to the

Participant under the Contract at the billing address specified in the Purchase Instrument. The invoice shall comply with all applicable rules concerning payment of such claims. The Participant shall verify the Contractor's performance of the services outlined in the invoice before making payment. The Participant shall pay all approved invoices in arrears and in accordance with applicable provisions of law.

**1.5.3 Delay of Payment Due to Contractor's Failure**

If the Participant determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the Participant may withhold that portion of the Contractor's compensation which represents payment for services that were not delivered.

**1.5.4 Setoff Against Sums Owed by the Contractor**

If the Contractor owes the Participant any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the Participant may set off the sum owed to the Participant against any sum owed by the Participant to the Contractor in the Participant's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of set off.

**1.6 Termination**

**1.6.1 Immediate Termination by the Participant**

The Participant may terminate this Contract for any of the following reasons effective immediately without advance notice:

**1.6.1.1** In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

**1.6.1.2** The Participant determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized.

**1.6.1.3** The Contractor fails to comply with confidentiality laws or provisions.

**1.6.1.4** The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, incorrect, or incomplete.

**1.6.2 Termination for Cause**

The occurrence of any one or more of the following events shall constitute cause for the Participant to declare the Contractor in default of its obligations under its Contract.

**1.6.2.1** The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the Participant's satisfaction, any material requirement of its Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

**1.6.2.2** The Participant determines that satisfactory performance of the Participation Addendum is substantially endangered or that a default is likely to occur.

**1.6.2.3** The Contractor fails to make substantial and timely progress toward performance of the Base and/or Subsequent Contracts.

**1.6.2.4** The Contractor becomes subject to any bankruptcy or insolvency proceeding under bankruptcy laws; the Contractor terminates or suspends its business; or the Participant reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or Participant law.

**1.6.2.5** The Contractor has failed to comply with applicable federal, State, and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract and Participating Addendum.

**1.6.2.6** The Contractor has engaged in conduct that has or may expose the Participant to liability, as determined in the Participant's sole discretion; or

**1.6.2.7** The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Participant, the Participant, or a third party.

**1.6.3 Notice of Default**

If there is a default event caused by the Contractor, the Participant shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period specified in the Participant's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Participant may:

**1.6.3.1** Immediately terminate its Contract without additional written notice; and/or,

**1.6.3.2** Procure substitute services from another source and charge the difference between the current contract and the substitute contract to the defaulting Contractor; and/or,

**1.6.3.3** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**1.6.4 Termination Upon Notice**

Following 90 days' written notice, the Participant may terminate its Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Contract to the Participant up to and including the date of termination.

**1.6.5 Termination Due to Lack of Funds or Change in Law**

The Participant shall have the right to terminate Its Contract without penalty by giving 30 days' written notice to the Contractor because of any of the following:

**1.6.5.1** Adequate funds are not appropriated or granted to allow the Participant to operate as required and to fulfill its obligations under the Contract.

**1.6.5.2** Funds are de-appropriated or not allocated or if funds needed by the Participant, at the Participant's sole discretion, are insufficient for any reason.

**1.6.5.3** The Participant's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Participant.

**1.6.5.4** The Participant's duties are substantially modified.

**1.6.6 Remedies of the Contractor in Event of Termination by the Participant**

In the event of termination of the Contract for any reason by the Participant, the Participant shall pay only those amounts, due to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Participant is obligated to pay pursuant to its Contract or Purchase Instrument. Payment will be made only upon the submission of invoices which include proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Participant under the Contract in the event of termination. The Participant shall not be liable for any of the following costs:

**1.6.6.1** The payment of unemployment compensation to the Contractor's employees.

**1.6.6.2** The payment of workers' compensation claims, which occur(ed) during the Contract.

**1.6.6.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**1.6.6.4** Any taxes that may be owed by the Contractor in connection with the performance of the Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

**1.6.7 The Contractor's Termination Duties**

Upon receipt of notice of termination or upon request of the Participant, the Contractor shall:

**1.6.7.1** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Participant may require.

**1.6.7.2** Immediately cease using and return to the Participant, any personal property or materials, whether tangible or intangible, provided by the Participant to the Contractor.

**1.6.7.3** Comply with the Participant's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

**1.6.7.4** Cooperate in good faith with the Participant, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement Contractor.

**1.6.7.5** Immediately return to the Participant any payments made by the Participant for services that were not delivered or rendered by the Contractor.

**1.7 Confidential Information**

**1.7.1 Access to Confidential Data**

The Contractor's employees, agents, and subcontractors may have access to confidential data maintained by the Participant to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the Participant. If it is reasonably likely the Contractor will have access to the Participant's confidential information:

**1.7.1.1** The Contractor shall provide to the Participant a written description of its policies and procedures to safeguard confidential information.

**1.7.1.2** Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

**1.7.1.3** The Contractor must designate one Individual who shall remain the responsible authority In charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and

**1.7.1.4** The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

**1.7.2 Ownership**

The private or confidential data shall always remain the property of the Participant.

**1.7.3 No Dissemination of Confidential Data**

No confidential data collected, maintained, or used during performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Participant, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Participant. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the Participant.

**1.7.4 Subpoena**

If a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Participant and cooperate with the Participant or the Participant In any lawful effort to protect the confidential Information.

**1.7.5 Reporting Of Unauthorized Disclosure**

The Contractor shall immediately report to the Participant any unauthorized disclosure of confidential information.

**1.7.6** If Contractor requests confidential treatment with respect to any information or material contained within its Bid Proposal and if a Judicial or administrative proceeding Is initiated to compel the release of such material, Contractor shall, at its sole expense, appear In the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Participant may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Participant determines the information or material is not confidential under applicable law, or if Contractor failed to properly request confidential treatment under the RFP, or If Contractor rescinds Its request for confidential treatment.

**1.7.7 Survives Termination**

The Contractor's confidentiality obligation under the Contract shall survive termination of the Contracts.

**1.8 Indemnification**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the Participant, its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the Participant, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the Participant.

## **1.9 Insurance**

### **1.9.1 Insurance Requirements**

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Florida, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. Participant and the purchasing Participant shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

### **1.9.2 Types and Amounts of Insurance Required**

Unless otherwise requested by the Participant in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified on the Contract Declarations and Execution page for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by law.

### **1.9.3 Certificates of Coverage**

All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the Participant. The

Contractor shall submit certificates of the insurance, which indicate coverage as required by this Contract, to the Participant upon execution of this Contract. The certificates shall be subject to approval by the Participant. Contractor agrees to provide 30 days advance notice to the Participant should any of the policies be cancelled. Approval of the insurance certificates by the Participant shall not relieve the Contractor of any obligation under this Contract.

### **1.9.4 Waiver of Subrogation Rights**

The Contractor shall obtain a waiver of any subrogation rights that any of its Insurance carriers might have against the Participant. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Participant.

## **1.10 Warranties**

### **1.10.1 Warranties Expressed in the Contract and Warranties Implied by Law**

All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Bid Proposal, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, services to be provided, or by provision of samples to the Participant shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the services provided by the Contractor. The provisions of this Section apply during the term of the Contract and any extensions or renewals thereof.

### **1.10.2 Warranty - Nonconforming Goods**

All goods delivered by Contractor to the Participant shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the Participant shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the Participant shall not relieve the Contractor of its warranty or any other obligation under the Contract.

### **1.10.3 Compliance with Federal Safety Acts**

Contractor warrants and guarantees to the Participant that the goods provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget 2 CFR part 200 and the Anti-Kickback Act of 1986.

### **1.10.4 Concepts, Materials, and Goods Produced**

Contractor represents and warrants that all the concepts, materials, and goods produced, or provided to the Participant pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, and goods. The Contractor represents and warrants that the concepts, materials, and goods and the Participant's use of same and the exercise by the Participant of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods contemplated by the Contract.

### **1.10.5 Conformity with Contractual Requirements**

The Contractor represents and warrants that the goods provided in accordance with the

Contract will appear and operate in conformance with the terms and conditions of the Contract.

**1.10.6 Authority to Enter into Contract**

The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Participant.

**1.10.7 Obligations Owed to Third Parties**

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the Participant will not have any obligations with respect thereto.

**1.10.8 Title to Property**

The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Participant is good and that transfer of title or license to the Participant is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

**1.10.9 Industry Standards**

The Contractor represents and expressly warrants that all aspects of the goods provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**1.10.10 Data Processing Warranty**

Contractor warrants that each item of hardware, software, firmware, or a custom designed and developed software program or a system which is developed or delivered under, or used by Contractor in connection with its performance of, this Contract, shall accurately process data, including, but not limited to, calculating, comparing and sequencing, from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item's documentation provided by Contractor.

**1.10.10.1** If the items to be developed and delivered under this Contract are to perform as a system with other hardware and/or software, then the warranty shall apply to the items developed and delivered as the items process, transfer, sequence data, or otherwise interact with other components or parts of the system. This warranty shall survive the term of this Contract. The remedies available to the Participant for a breach of warranty includes, but is not limited to, repair or replacement of non-compliant items or systems.

**1.10.10.2** Nothing in this warranty shall be construed to limit any rights or remedies of the Participant under this Contract with respect to defects in the items other than the Data Processing Warranty.

**1.11 Product Recall**

In the event that any of the goods are found by the Contractor, the Participant, or any governmental Participant or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Participant and undertake all corrective actions, including

those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Participant from taking such action as may be required of It under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the Participant shall agree to the performance of such repairs by the Participant upon mutually acceptable terms.

## **1.12 Contract Administration**

### **1.12.1 Incorporation of Documents**

The parties acknowledge that the Contract consists of the Participating Addendum, the Contract, all Statements of Work, and the contract terms and conditions within the Competitive Bidding Document and the Bid Proposal. The Competitive Bidding Document and the Contractor's Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by a Contractor to the Competitive Bidding Document requirements shall be incorporated by reference into the Contract unless the Participant has explicitly accepted the Contractor's objection or amendment in writing.

### **1.12.2 Intent of References to Competitive Bidding Documents**

The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the Competitive Bidding Document and the Contractor's Bid Proposal. The failure of the parties to make reference to the terms of the Competitive Bidding Document or the Contractor's Bid Proposal in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Competitive Bidding Document and the Contractor's Bid Proposal. The contractual obligation of the Participant cannot be implied from the Contractor's Bid Proposal.

### **1.12.3 Compliance with the Law; Nondiscrimination in Employment**

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or State law, executive orders, and rules of the Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, State, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment.

The Contractor, its employees, agents, and subcontractors shall also comply with all federal, State, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 1.12.8, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Participant may cancel, terminate, or suspend, in whole or in part, this Contract. The Participant may further declare Contractor ineligible for future Participant contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**1.12.4 Amendments**

The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by the parties.

**1.12.5 Third-Party Beneficiaries**

There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Participant and the Contractor.

**1.12.6 Choice of law and Forum**

The laws of the State of Florida shall govern and determine all matters arising out of or in connection with this Contract. Any and all litigation commenced in connection with this Contract shall solely be brought in the Circuit Court for Participant. Alternatively, if venue is proper in federal court, suit shall solely be brought in the District Court for the Middle District of Florida, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the Participant.

**1.12.7 Assignment and Delegation**

The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Participant. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

**1.12.8 Use of Third Parties**

The Participant acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor obligations under the Contract. All subcontracts shall be subject to prior approval by the Participant. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all goods delivered under the Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Participant. The Participant shall have the right to request the removal of a subcontractor from the Contract for good cause.

**1.12.9 Integration**

The Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.

**1.12.10 Headings and Captions**

The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**1.12.11 Not a Joint Venture**

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and acting toward the mutual benefits expected to be derived here from. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**1.12.12 Joint and Several Liability**

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally

liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.

**1.12.13 Supersedes Former Contracts or Agreements**

Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the Participant and the Contractor for the services provided in connection with the Contract.

**1.12.14 Waiver**

Except as specifically provided for in a waiver signed by duly authorized representatives of the Participant and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**1.12.15 Notice**

Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

**1.12.15.1** At the time it is received; or,

**1.12.15.2** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

**1.12.15.3** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**1.12.16 Cumulative Rights**

The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

**1.12.17 Severability**

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to

be amended to the minimum extent necessary to render it enforceable under the applicable law.

**1.12.18 Time is of the Essence**

Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing goods to the Participant are responsive to the Participant's requirements and requests in all respects.

**1.12.19 Authorization**

Contractor represents and warrants that:

**1.12.19.1** It has the right, power and authority to enter into and perform its obligations under the Contract.

**1.12.19.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract, and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**1.12.20 Successors In Interest**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**1.12.21 Record Retention and Access**

The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Participant throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of Participant or any authorized representative of the Participant or State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Participant reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

**1.12.22 Solicitation**

The Contractor warrants that no person or selling Participant (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

**1.12.23 Immunity from Liability**

Every person who is a party to the Contract is hereby notified and agrees that the Participant, and all of its employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**1.12.24 Public Records**

The laws of the State of Florida may require procurement records to be made public unless otherwise provided by law.

**1.12.25 Clean Air and Water Certification**

Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Participant (EPA) List of Violating Facilities. Contractor will immediately notify the Participant of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities

**1.12.26 Debarred, Suspended, and Ineligible Status**

Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any Participant of the State of Florida or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1Subpart 9.4. Contractor will immediately notify the Participant if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and ineligible Contractors by a federal entity.

**1.12.27 Use of Name or Intellectual Property**

Contractor agrees it will not use the name or any intellectual property, including but not limited to, any Participant trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the specific Participant involved.

**1.12.28 Taxes**

The Participant is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The Participant is exempt from State and local sales and use taxes on the deliverables.

**1.12.29 Contractor Assignments of Rights -Antitrust Claims**

In consideration of the mutual promises contained herein, Contractor, through its duly authorized agent, conveys, sells, assigns, and transfers to Participant all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida relating to the subject of the Contract.

**1.12.30 Delays or Impossibility of Performance**

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure," as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor;

claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. The Participant shall solely determine comparability of performance and the possibility of comparable performance. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**1.12.31 Obligations Beyond Contract Term**

The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.

**1.12.32 Counterparts**

The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**1.12.33 Further Assurances and Corrective Instruments**

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

**Maricopa County**  
**Bid Serial 16111-RFP: Temporary Staffing and Related Services**  
**16111 EXHIBIT A-1**  
 Pricing Sheet  
 Administrative/Professional/Labor/Technical/Misc.

1. For any job positions that you offer which are not listed here, please use a separate sheet to provide pricing for those positions. Maricopa County and U.S. Communities desire the full range of your company's offering.

2. If your company prefers to price major metropolitan areas separately please do so on a separate sheet.

3. Note: Overtime bill rates are calculated as 1.4 multiplied by the straight time bill rates. Should a Participating Public Agency have additional specific overtime requirements, your company has the ability to charge for these additional requirements as a pass through with no additional markup.

**Florida (2024 HOURLY MINIMUM WAGE = \$13.00)**

Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate	
		Low	High				Low	High		Low	High
Accounting/Finance	Accounts Payable / Administrative Support	\$ 18.21	\$ 22.77	\$ 30.52	\$ 42.73						
Accounting/Finance	Accounts Receivable / Administrative Support	\$ 18.21	\$ 22.77	\$ 30.52	\$ 42.73						
Accounting/Finance	Accountant	\$ 27.99	\$ 34.98	\$ 46.89	\$ 65.65						
Accounting/Finance	Account Consultant	\$ 35.98	\$ 44.98	\$ 60.29	\$ 84.41						
Accounting/Finance	Accountant JR	\$ 23.54	\$ 29.43	\$ 39.45	\$ 55.23						
Accounting/Finance	Accountant Senior	\$ 35.98	\$ 44.98	\$ 60.29	\$ 84.41						
Accounting/Finance	Accountant, Client Financial Services	\$ 35.98	\$ 44.98	\$ 60.29	\$ 84.41						
Accounting/Finance	Accounting Assistant	\$ 17.33	\$ 21.66	\$ 29.03	\$ 40.64						
Accounting/Finance	Accounting Clerk	\$ 17.33	\$ 21.66	\$ 29.03	\$ 40.64						
Accounting/Finance	Accounting Manager A	\$ 47.98	\$ 59.97	\$ 80.39	\$ 112.55						
Accounting/Finance	Accounting Manager B	\$ 47.98	\$ 59.97	\$ 80.39	\$ 112.55						
Accounting/Finance	Accounting Manager C	\$ 47.98	\$ 59.97	\$ 80.39	\$ 112.55						
Accounting/Finance	Auditing - External Auditor	\$ 33.76	\$ 42.20	\$ 56.57	\$ 79.20						
Accounting/Finance	Auditing - External Auditor Senior	\$ 40.43	\$ 50.53	\$ 67.74	\$ 94.83						
Accounting/Finance	Auditing - Internal Auditor	\$ 32.43	\$ 40.54	\$ 54.34	\$ 76.07						
Accounting/Finance	Auditing - Internal Auditor Senior	\$ 40.43	\$ 50.53	\$ 67.74	\$ 94.83						
Accounting/Finance	Bookkeeper	\$ 19.99	\$ 24.99	\$ 33.50	\$ 46.89						
Accounting/Finance	Bookkeeping II	\$ 19.99	\$ 24.99	\$ 33.50	\$ 46.89						
Accounting/Finance	Budget Analyst	\$ 33.76	\$ 42.20	\$ 56.57	\$ 79.20						
Accounting/Finance	Budget Analyst Senior	\$ 40.43	\$ 50.53	\$ 67.74	\$ 94.83						
Accounting/Finance	Buyer	\$ 30.21	\$ 37.76	\$ 50.62	\$ 70.86						
Accounting/Finance	Closure/Disbursement Specialists	\$ 19.99	\$ 24.99	\$ 33.50	\$ 46.89						
Accounting/Finance	Compliance Officer Sr.	\$ 40.87	\$ 51.09	\$ 68.48	\$ 95.87						
Accounting/Finance	Compliance Officer, Duplication of Benefits HSR	\$ 40.87	\$ 51.09	\$ 68.48	\$ 95.87						
Accounting/Finance	Contract Manager	\$ 45.31	\$ 56.64	\$ 75.93	\$ 106.30						
Accounting/Finance	CPA	\$ 32.87	\$ 41.09	\$ 55.08	\$ 77.12						
Accounting/Finance	Financial Advocate	\$ 24.43	\$ 30.54	\$ 40.94	\$ 57.32						
Accounting/Finance	Fiscal/Compliance Manager	\$ 43.09	\$ 53.86	\$ 72.20	\$ 101.08						
Accounting/Finance	Fiscal Analyst	\$ 33.76	\$ 42.20	\$ 56.57	\$ 79.20						
Accounting/Finance	Fiscal Assistant	\$ 19.10	\$ 23.88	\$ 32.01	\$ 44.81						
Accounting/Finance	Fiscal Technical Senior	\$ 35.98	\$ 44.98	\$ 60.29	\$ 84.41						
Accounting/Finance	Fiscal Technician	\$ 23.54	\$ 29.43	\$ 39.45	\$ 55.23						

Columns not applicable (see NTE rates to the left).

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)											
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Bill Rate		
		Low	High				Low	High	Multiplier	Low	High
Accounting/Finance	Housing Chief Financial Officer	\$ 66.63	\$ 83.29	\$ 111.65	\$ 156.32						
Accounting/Finance	Loan Closer	\$ 21.32	\$ 26.65	\$ 35.73	\$ 50.02						
Accounting/Finance	Loan Officer	\$ 29.32	\$ 36.65	\$ 49.13	\$ 68.78						
Accounting/Finance	Medicaid Specialist	\$ 23.10	\$ 28.88	\$ 38.71	\$ 54.19						
Accounting/Finance	Payment Clerk	\$ 16.44	\$ 20.55	\$ 27.54	\$ 38.56						
Accounting/Finance	Payroll Assistant	\$ 18.21	\$ 22.77	\$ 30.52	\$ 42.73						
Accounting/Finance	Payroll Clerk	\$ 18.21	\$ 22.77	\$ 30.52	\$ 42.73						
Accounting/Finance	Procurement Specialist Sr.	\$ 32.87	\$ 41.09	\$ 55.08	\$ 77.12						
Accounting/Finance	Purchasing / Procurement	\$ 29.32	\$ 36.65	\$ 49.13	\$ 68.78						
Accounting/Finance	Sr. Compliance Officer	\$ 40.87	\$ 51.09	\$ 68.48	\$ 95.87						
Accounting/Finance	Supervising Auditor	\$ 42.65	\$ 53.31	\$ 71.46	\$ 100.04						
Accounting/Finance	Supervising Contract Manager	\$ 45.31	\$ 56.64	\$ 75.93	\$ 106.30						
Accounting/Finance	Underwriter	\$ 31.98	\$ 39.98	\$ 53.59	\$ 75.03						
Call Center/Customer Service	Customer Service Inbound I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Customer Service Inbound II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Customer Service Outbound I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Customer Service Outbound II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Customer Service Representative Bilingual	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62						
Call Center/Customer Service	Data Analyst/ Processor	\$ 26.65	\$ 33.32	\$ 44.85	\$ 62.78						
Call Center/Customer Service	Detailing Representative I	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
Call Center/Customer Service	Detailing Representative II	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48						
Call Center/Customer Service	Help Desk Analyst	\$ 20.88	\$ 26.10	\$ 35.13	\$ 49.18						
Call Center/Customer Service	Market Research Inbound	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09						
Call Center/Customer Service	Market Research Outbound	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09						
Call Center/Customer Service	Sales & Promotion Comparison Shopper I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Sales & Promotion Comparison Shopper II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Sales & Promotion Demonstrator I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Sales & Promotion Demonstrator II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Sales & Promotion Sampler	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Sales Inbound I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Sales Inbound II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Sales Outbound I	\$ 13.77	\$ 17.21	\$ 23.17	\$ 32.44						
Call Center/Customer Service	Sales Outbound II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53						
Call Center/Customer Service	Tradeshows Booth Attendant I	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
Call Center/Customer Service	Tradeshows Booth Attendant II	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48						
Call Center/Customer Service	Tradeshows Host/Hostess I	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
Call Center/Customer Service	Tradeshows Host/Hostess II	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48						
General Administrative	Administrative Assistant I	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62						
General Administrative	Administrative Assistant II	\$ 16.44	\$ 20.55	\$ 27.65	\$ 38.72						
General Administrative	Administrative Assistant III	\$ 17.77	\$ 22.21	\$ 29.90	\$ 41.86						
General Administrative	Administrative Assistant IV	\$ 19.10	\$ 23.88	\$ 32.14	\$ 44.99						
General Administrative	Administrative Assistant V	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09						
General Administrative	Administrative Staff Assistant	\$ 16.88	\$ 21.10	\$ 28.40	\$ 39.76						
General Administrative	Administrative Staff Specialist	\$ 18.21	\$ 22.77	\$ 30.64	\$ 42.90						

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)												
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier		Overtime Bill Rate	
		Low	High				Low	High	Low	High		
General Administrative	Administrative Staff Specialist Senior	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09							
General Administrative	Agency Management Analyst	\$ 27.54	\$ 34.43	\$ 46.34	\$ 64.88							
General Administrative	Agency Management Analyst Lead	\$ 31.10	\$ 38.87	\$ 52.32	\$ 73.25							
General Administrative	Agency Management Analyst Senior	\$ 28.88	\$ 36.09	\$ 48.58	\$ 68.02							
General Administrative	Assistant Instructor	\$ 18.66	\$ 23.32	\$ 31.39	\$ 43.95							
General Administrative	Bag Check Person	\$ 13.26	\$ 16.57	\$ 22.31	\$ 31.23							
General Administrative	Cashier	\$ 13.26	\$ 16.57	\$ 22.31	\$ 31.23							
General Administrative	Clerk	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Clerk Jr	\$ 13.26	\$ 16.57	\$ 22.31	\$ 31.23							
General Administrative	Clerk Sr	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48							
General Administrative	Confidential Assistant	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32							
General Administrative	Contract Manager HSR	\$ 33.32	\$ 41.65	\$ 56.06	\$ 78.48							
General Administrative	Data Entry Operator	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Data Entry Operator Senior	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53							
General Administrative	Document Control Clerk	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62							
General Administrative	Document Control Clerk / Filing Specialist	\$ 15.99	\$ 19.99	\$ 26.91	\$ 37.67							
General Administrative	Door Greeter	\$ 13.26	\$ 16.57	\$ 22.31	\$ 31.23							
General Administrative	Executive Secretary	\$ 24.43	\$ 30.54	\$ 41.11	\$ 57.55							
General Administrative	Executive Secretary Senior	\$ 26.65	\$ 33.32	\$ 44.85	\$ 62.78							
General Administrative	Floor Clerk	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Intake Specialist (HMGP)	\$ 18.66	\$ 23.32	\$ 31.39	\$ 43.95							
General Administrative	Inventory Specialist	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62							
General Administrative	Legal Assistant	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32							
General Administrative	Legal Assistant Senior	\$ 24.43	\$ 30.54	\$ 41.11	\$ 57.55							
General Administrative	Library Assistant	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Medical Assistant I	\$ 15.10	\$ 18.88	\$ 25.41	\$ 35.58							
General Administrative	Medical Assistant II	\$ 16.44	\$ 20.55	\$ 27.65	\$ 38.72							
General Administrative	Medical Biller I	\$ 15.10	\$ 18.88	\$ 25.41	\$ 35.58							
General Administrative	Medical Biller II	\$ 16.44	\$ 20.55	\$ 27.65	\$ 38.72							
General Administrative	Medical Records Clerk I	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Medical Records Clerk II	\$ 14.66	\$ 18.32	\$ 24.66	\$ 34.53							
General Administrative	Office Manager	\$ 24.43	\$ 30.54	\$ 41.11	\$ 57.55							
General Administrative	Office Services Aide	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Office Services Assistant	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48							
General Administrative	Office Services Specialist	\$ 15.10	\$ 18.88	\$ 25.41	\$ 35.58							
General Administrative	Office Services Supervisor	\$ 17.77	\$ 22.21	\$ 29.90	\$ 41.86							
General Administrative	Office Services Supervisor Senior	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09							
General Administrative	Online Clerk	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39							
General Administrative	Operator I	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48							
General Administrative	Operator II	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62							
General Administrative	Operator III (Key Disc Operator)	\$ 16.44	\$ 20.55	\$ 27.65	\$ 38.72							
General Administrative	Operator IV (Key Disc Operator)	\$ 17.77	\$ 22.21	\$ 29.90	\$ 41.86							
General Administrative	Paralegal	\$ 24.43	\$ 30.54	\$ 41.11	\$ 57.55							
General Administrative	Paralegal Sr.	\$ 26.65	\$ 33.32	\$ 44.85	\$ 62.78							

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)											
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Bill Rate		
		Low	High				Low	High	Multiplier	Low	High
General Administrative	Personal Assistant	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09						
General Administrative	Personal Assistant Senior	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32						
General Administrative	Photocopy Supervisor	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62						
General Administrative	Photocopy Technician	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
General Administrative	Photo-Typesetting Specialist	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62						
General Administrative	Photo-Typesetting Supervisor	\$ 17.77	\$ 22.21	\$ 29.90	\$ 41.86						
General Administrative	Paralegal Program Specialist	\$ 26.65	\$ 33.32	\$ 44.85	\$ 62.78						
General Administrative	Planning Grants Administrator	\$ 31.10	\$ 38.87	\$ 52.32	\$ 73.25						
General Administrative	Postal Aide	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
General Administrative	Postal Aide Senior	\$ 15.55	\$ 19.44	\$ 26.16	\$ 36.62						
General Administrative	Postal Assistant	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48						
General Administrative	Program Manager	\$ 35.54	\$ 44.42	\$ 59.79	\$ 83.71						
General Administrative	Program Specialist	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32						
General Administrative	Project Assistant	\$ 17.77	\$ 22.21	\$ 29.90	\$ 41.86						
General Administrative	Public Relations Coordinator	\$ 26.65	\$ 33.32	\$ 44.85	\$ 62.78						
General Administrative	Public Relations Specialist	\$ 28.88	\$ 36.09	\$ 48.58	\$ 68.02						
General Administrative	Public Relations Specialist Assistant	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32						
General Administrative	Receptionist	\$ 13.26	\$ 16.57	\$ 22.31	\$ 31.23						
General Administrative	Receptionist Senior	\$ 14.22	\$ 17.77	\$ 23.92	\$ 33.48						
General Administrative	Secretary	\$ 15.10	\$ 18.88	\$ 25.41	\$ 35.58						
General Administrative	Secretary Senior	\$ 16.88	\$ 21.10	\$ 28.40	\$ 39.76						
General Administrative	Stockroom Clerk	\$ 13.33	\$ 16.66	\$ 22.42	\$ 31.39						
General Administrative	Systems Support Research Assistant	\$ 19.99	\$ 24.99	\$ 33.63	\$ 47.09						
General Administrative	Translator	\$ 22.21	\$ 27.76	\$ 37.37	\$ 52.32						
Human Resources	Claims Representative	\$ 22.21	\$ 27.76	\$ 37.28	\$ 52.20						
Human Resources	Classification / Compensation Analyst	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64						
Human Resources	Classification / Compensation Analyst Senior	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08						
Human Resources	Classification / Compensation Consultant	\$ 33.32	\$ 41.65	\$ 55.93	\$ 78.30						
Human Resources	EEO Program Analyst	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42						
Human Resources	EEO Program Specialist	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64						
Human Resources	EEO Officer	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08						
Human Resources	Employee Relations Analyst	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64						
Human Resources	Employee Relations Analyst Senior	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08						
Human Resources	Human Resources Assistant	\$ 16.88	\$ 21.10	\$ 28.34	\$ 39.67						
Human Resources	Human Resources Generalist	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42						
Human Resources	Human Resources Generalist Senior	\$ 28.88	\$ 36.09	\$ 48.47	\$ 67.86						
Human Resources	Personnel Analyst	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64						
Human Resources	Personnel Analyst Senior	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08						
Human Resources	Personnel Practices Analyst	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42						
Human Resources	Personnel Practices Analyst Senior	\$ 28.88	\$ 36.09	\$ 48.47	\$ 67.86						
Human Resources	Personnel Practices Manager	\$ 35.54	\$ 44.42	\$ 59.66	\$ 83.52						
Human Resources	Recruiter	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42						
Human Services	Health Insurance Enrollment Project Coordinator	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42						
Human Services	Social Worker	\$ 21.32	\$ 26.65	\$ 35.79	\$ 50.11						

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)												
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier		Overtime Bill Rate	
		Low	High				Low	High	Low	High		
Human Services	Sr. Outside (Field) Claims Adjuster	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08							
Human Services	Support Enforcement Specialist	\$ 22.21	\$ 27.76	\$ 37.28	\$ 52.20							
Human Services	Support Enforcement Specialist Senior	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64							
Human Services	Utilization Review Analyst	\$ 28.88	\$ 36.09	\$ 48.47	\$ 67.86							
Human Services	Utilization Review Analyst Senior	\$ 33.32	\$ 41.65	\$ 55.93	\$ 78.30							
Human Services	Medical Social Work	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42							
Human Services	Teachers Aid / Classroom Helper	\$ 13.26	\$ 16.57	\$ 22.26	\$ 31.16							
Human Services	Trainer	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42							
Human Services	Training Assistant	\$ 15.55	\$ 19.44	\$ 26.10	\$ 36.54							
Human Services	Training Supervisor	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08							
Insurance	Claims Adjuster I	\$ 21.32	\$ 26.65	\$ 35.79	\$ 50.11							
Insurance	Claims Adjuster II	\$ 25.77	\$ 32.21	\$ 43.25	\$ 60.55							
Insurance	Claims Specialist	\$ 28.88	\$ 36.09	\$ 48.47	\$ 67.86							
Insurance	Worker's Compensation Specialist	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64							
Media	Audio Visual Technician	\$ 19.99	\$ 24.99	\$ 33.56	\$ 46.98							
Media	Audio Visual Technician Senior	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42							
Media	Graphic Artist	\$ 22.21	\$ 27.76	\$ 37.28	\$ 52.20							
Media	Graphic Artist Senior	\$ 28.88	\$ 36.09	\$ 48.47	\$ 67.86							
Media	Graphic Designer	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42							
Media	Graphic Designer Senior	\$ 31.10	\$ 38.87	\$ 52.20	\$ 73.08							
Media	Photographer	\$ 17.77	\$ 22.21	\$ 29.83	\$ 41.76							
Media	Photographer Senior	\$ 24.43	\$ 30.54	\$ 41.01	\$ 57.42							
Media	TV / Video Production Specialist	\$ 26.65	\$ 33.32	\$ 44.74	\$ 62.64							
Media	TV / Video Production Technician	\$ 22.21	\$ 27.76	\$ 37.28	\$ 52.20							
Tax	Data Entry Clerk	\$ 13.33	\$ 16.66	\$ 22.37	\$ 31.32							
Tax	Data Entry Clerk/Remittance Processor Blended	\$ 15.55	\$ 19.44	\$ 26.10	\$ 36.54							
Tax	Error Resolution and Document Processor	\$ 17.77	\$ 22.21	\$ 29.83	\$ 41.76							
Tax	General Clerical	\$ 14.22	\$ 17.77	\$ 23.86	\$ 33.41							
Tax	On-Site Administrator (Day)	\$ 19.99	\$ 24.99	\$ 33.56	\$ 46.98							
Tax	On-Site Administrator (Evening)	\$ 19.99	\$ 24.99	\$ 33.56	\$ 46.98							
Tax	Remittance Processor	\$ 15.55	\$ 19.44	\$ 26.10	\$ 36.54							
Tax	Taxpayer Information & Assistance Agent	\$ 17.77	\$ 22.21	\$ 29.83	\$ 41.76							
Technical	Access/Scanning Project Assistant	\$ 22.21	\$ 27.76	\$ 38.53	\$ 53.94							
Technical	Agricultural Technician	\$ 19.99	\$ 24.99	\$ 34.68	\$ 48.55							
Technical	Agricultural Technician Lead	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34							
Technical	Agricultural Technician Supervisor	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13							
Technical	Analytical Chemist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13							
Technical	Analytical Chemist Assistant	\$ 19.99	\$ 24.99	\$ 34.68	\$ 48.55							
Technical	Analytical Chemist Senior	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31							
Technical	Archaeologist	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73							
Technical	Architectural Historian	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73							
Technical	Assets Manager	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70							
Technical	Bilingual Specialist Social Services Publications	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34							
Technical	Bridge Design Drafter	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73							

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)											
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Bill Rate		
		Low	High				Low	High	Multiplier	Low	High
Technical	Bridge Design Drafter Senior	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Caregiver Program	\$ 19.99	\$ 24.99	\$ 34.68	\$ 48.55						
Technical	Cartographic Drafter	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34						
Technical	Cartographic Drafter Assistant	\$ 19.99	\$ 24.99	\$ 34.68	\$ 48.55						
Technical	Cartographic Supervisor	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Civil Engineer Trainee	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Clergy	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73						
Technical	Communications Specialist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Communications Specialist II	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Computer Operator Assistant	\$ 22.21	\$ 27.76	\$ 38.53	\$ 53.94						
Technical	Constituent Services Representative	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34						
Technical	Constituent Affairs Coordinator	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Construction Inspector	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Construction Management Specialist	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Contract Analyst	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Coordinator / MWOB	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73						
Technical	Direct Certification Coordinator	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Director of Facilities HRC	\$ 44.42	\$ 55.53	\$ 77.06	\$ 107.89						
Technical	Electrical Plan Reviewer	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Engineering Design Drafting Specialist	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Engineering Design Drafting Supervisor	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70						
Technical	Engineering Design Drafting Technician	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Engineering Drafting Technician	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Engineering Drafting Technician Senior	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Engineering Sr. Technician	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31						
Technical	Environmental Engineer	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31						
Technical	Environmental Engineer Senior	\$ 39.98	\$ 49.98	\$ 69.36	\$ 97.10						
Technical	Environmental Program Analyst	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Environmental Program Planner	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Environmental Program Specialist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Environmental Specialist - Field	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Environmental Specialist Senior - Field	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Environmental Technician	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34						
Technical	Environmental Technician Senior	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Field Program Compliance Supervisor	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	Field Staff Technician	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34						
Technical	Financial Admin Analyst	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						
Technical	GIS Analyst	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	GIS Specialist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Grant Administrator	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13						
Technical	Grants Administrator Senior	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92						
Technical	Grant Manager	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70						
Technical	Grant Manager II	\$ 42.20	\$ 52.75	\$ 73.21	\$ 102.49						
Technical	Health Data Specialist	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52						

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)										
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate -		Overtime Bill Rate -	
		Low	High				Low	High	Multiplier	Low
Technical	Health Data Specialist II	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31					
Technical	Help Desk Support	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34					
Technical	Historical Preservation Specialist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Home Repair Coordinator	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73					
Technical	Home Repair Coordinator II	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52					
Technical	Housing Monitor	\$ 22.21	\$ 27.76	\$ 38.53	\$ 53.94					
Technical	Housing Recovery Advisor	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Housing Advisor Senior	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Housing Program Manager	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70					
Technical	Infection Control Specialist	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Investigator	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Laboratory Technician	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34					
Technical	Laboratory Technician Senior	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Landlord Advisor	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73					
Technical	Lead Trainer	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Licensed Clinician - LPC/LCAD	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Management Officer	\$ 39.98	\$ 49.98	\$ 69.36	\$ 97.10					
Technical	Manager	\$ 44.42	\$ 55.53	\$ 77.06	\$ 107.89					
Technical	Maritime Archaeologist	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52					
Technical	Mobility Instructor	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Mortgage Analyst Coordinator	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	One Call Staff Meter Tester	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73					
Technical	PASP Program Assistant	\$ 22.21	\$ 27.76	\$ 38.53	\$ 53.94					
Technical	Policy and Planning	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31					
Technical	Principal Technical Assistant	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Project Coordinator	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52					
Technical	Program Assistant	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34					
Technical	Program Compliance Specialist	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Program Compliance Supervisor	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Program Management Officer	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70					
Technical	Program Manager	\$ 42.20	\$ 52.75	\$ 73.21	\$ 102.49					
Technical	Program Support Specialist	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73					
Technical	Quality Assurance	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Regional Recovery Outreach Manager	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70					
Technical	Residential Plan Reviewer	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Right of Way Technician	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34					
Technical	Right of Way Technician Supervisor	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92					
Technical	Safety Engineer	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31					
Technical	Safety Engineer Senior	\$ 39.98	\$ 49.98	\$ 69.36	\$ 97.10					
Technical	Senior Legal Specialist	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70					
Technical	Special Paralegal Administrator	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31					
Technical	Technical Writer	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13					
Technical	Title Examiner	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73					
Technical	Traffic Controller	\$ 22.21	\$ 27.76	\$ 38.53	\$ 53.94					

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)

Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate		
		Low	High				Low	High		Low	High	
Technical	Traffic Controller Senior	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73							
Technical	Transportation Data Analyst	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52							
Technical	Transportation Data Analyst Senior	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31							
Technical	Transportation Data Analyst Supervisor	\$ 39.98	\$ 49.98	\$ 69.36	\$ 97.10							
Technical	Transportation Data Technician	\$ 24.43	\$ 30.54	\$ 42.38	\$ 59.34							
Technical	Transportation District Utilities Specialist	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52							
Technical	Transportation Engineering Technician -Survey	\$ 28.88	\$ 36.09	\$ 50.09	\$ 70.13							
Technical	Transportation Engineering Technician -Survey Senior	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92							
Technical	Transportation Engineering Technician -Survey Supervisor	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70							
Technical	Transportation Materials Technician	\$ 26.65	\$ 33.32	\$ 46.24	\$ 64.73							
Technical	Transportation Materials Technician Senior	\$ 31.10	\$ 38.87	\$ 53.94	\$ 75.52							
Technical	Transportation Materials Technician Specialist	\$ 33.32	\$ 41.65	\$ 57.80	\$ 80.92							
Technical	Transportation Materials Technician Supervisor	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31							
Technical	Transportation Planning Specialist	\$ 37.76	\$ 47.20	\$ 65.50	\$ 91.70							
Technical	Transportation Planning Specialist Senior	\$ 42.20	\$ 52.75	\$ 73.21	\$ 102.49							
Technical	Transportation Technical Program Coordinator	\$ 39.98	\$ 49.98	\$ 69.36	\$ 97.10							
Technical	Transportation Technical Support Coordinator	\$ 35.54	\$ 44.42	\$ 61.65	\$ 86.31							
Technical	Veterinary Pathologist	\$ 57.75	\$ 72.19	\$ 100.18	\$ 140.25							
Food Related Services	Barista (misc)	\$ 13.26	\$ 16.57	<i>Columns not applicable</i>			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30
Food Related Services	Building Attendant (misc)	\$ 13.33	\$ 16.66	<i>(see markup-based rates to the right).</i>			43.50%	\$ 19.12	\$ 23.91	1.4x	\$ 26.77	\$ 33.47
Food Related Services	Busser	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30	
Food Related Services	Cashiers	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30	
Food Related Services	Dishwasher	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30	
Food Related Services	Sous Chefs	\$ 18.66	\$ 23.32			43.50%	\$ 26.77	\$ 33.47	1.4x	\$ 37.48	\$ 48.85	
Food Related Services	Sr Server	\$ 15.55	\$ 19.44			43.50%	\$ 22.31	\$ 27.89	1.4x	\$ 31.24	\$ 39.05	
Food Related Services	Food Operations Assistant	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70	
Food Related Services	Food Operations Manager Assistant	\$ 17.77	\$ 22.21			43.50%	\$ 25.50	\$ 31.87	1.4x	\$ 35.70	\$ 44.62	
Food Related Services	Food Production Worker	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30	
Food Related Services	Food Service Super	\$ 16.88	\$ 21.10			43.50%	\$ 24.22	\$ 30.28	1.4x	\$ 33.91	\$ 42.39	
Food Related Services	Line Cook/Prep Cook	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70	
Food Related Services	Pastry Cook/Baker	\$ 15.99	\$ 19.99			43.50%	\$ 22.95	\$ 28.69	1.4x	\$ 32.13	\$ 40.16	
Food Related Services	Second Cook	\$ 15.10	\$ 18.88			43.50%	\$ 21.67	\$ 27.09	1.4x	\$ 30.34	\$ 37.93	
Food Related Services	Second Cook Senior	\$ 16.88	\$ 21.10			43.50%	\$ 24.22	\$ 30.28	1.4x	\$ 33.91	\$ 42.39	
Food Related Services	Server	\$ 13.33	\$ 16.66			43.50%	\$ 19.12	\$ 23.91	1.4x	\$ 26.77	\$ 33.47	
Laborer/Industrial	Animal Health Laboratory Worker	\$ 17.77	\$ 22.21			43.50%	\$ 25.50	\$ 31.87	1.4x	\$ 35.70	\$ 44.62	
Laborer/Industrial	Asbestos Inspector	\$ 22.66	\$ 28.32			43.50%	\$ 32.51	\$ 40.64	1.4x	\$ 45.52	\$ 56.89	
Laborer/Industrial	CDL Driver	\$ 19.55	\$ 24.43			43.50%	\$ 26.05	\$ 35.06	1.4x	\$ 39.27	\$ 49.09	
Laborer/Industrial	Codes - Amusement Ride Inspector	\$ 24.88	\$ 31.10			43.50%	\$ 35.70	\$ 44.62	1.4x	\$ 49.98	\$ 62.47	
Laborer/Industrial	Codes - Construction Codes	\$ 26.65	\$ 33.32			43.50%	\$ 38.25	\$ 47.81	1.4x	\$ 53.55	\$ 66.93	
Laborer/Industrial	Codes - Elevator Code Inspector	\$ 25.77	\$ 32.21			43.50%	\$ 36.97	\$ 46.22	1.4x	\$ 51.76	\$ 64.70	
Laborer/Industrial	Codes - Housing Inspector	\$ 24.43	\$ 30.54			43.50%	\$ 35.06	\$ 43.83	1.4x	\$ 49.09	\$ 61.36	
Laborer/Industrial	Codes - Multi Dwelling Inspector	\$ 25.32	\$ 31.65			43.50%	\$ 36.34	\$ 45.42	1.4x	\$ 50.87	\$ 63.59	
Laborer/Industrial	Codes - Plan Reviewer	\$ 27.54	\$ 34.43			43.50%	\$ 39.52	\$ 49.40	1.4x	\$ 55.33	\$ 69.17	
Laborer/Industrial	Codes - Sub Code Official	\$ 27.99	\$ 34.98			43.50%	\$ 40.16	\$ 50.20	1.4x	\$ 56.22	\$ 70.28	

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)

Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate	
		Low	High				Low	High		Low	High
Laborer/Industrial	Flagger / Laborer	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70
Laborer/Industrial	Forklift Operator	\$ 15.10	\$ 18.88			43.50%	\$ 21.67	\$ 27.09	1.4x	\$ 30.34	\$ 37.93
Laborer/Industrial	Forklift Operator Senior	\$ 17.77	\$ 22.21			43.50%	\$ 25.50	\$ 31.87	1.4x	\$ 35.70	\$ 44.62
Laborer/Industrial	Grounds Worker	\$ 13.77	\$ 17.21			43.50%	\$ 19.76	\$ 24.70	1.4x	\$ 27.67	\$ 34.58
Laborer/Industrial	Grounds Worker Lead	\$ 15.99	\$ 19.99			43.50%	\$ 22.95	\$ 28.69	1.4x	\$ 32.13	\$ 40.16
Laborer/Industrial	Grounds Worker Senior	\$ 16.88	\$ 21.10			43.50%	\$ 24.22	\$ 30.28	1.4x	\$ 33.91	\$ 42.39
Laborer/Industrial	Groundskeeper / Landscaper	\$ 13.33	\$ 16.66			43.50%	\$ 19.12	\$ 23.91	1.4x	\$ 26.77	\$ 33.47
Laborer/Industrial	Groundskeeper / Landscaper Senior	\$ 15.55	\$ 19.44			43.50%	\$ 22.31	\$ 27.89	1.4x	\$ 31.24	\$ 39.05
Laborer/Industrial	Heavy Industrial Materials Handler (Warehouseman)	\$ 15.55	\$ 19.44			43.50%	\$ 22.31	\$ 27.89	1.4x	\$ 31.24	\$ 39.05
Laborer/Industrial	Heavy Industrial Materials Handler, Freezer (Warehouseman)	\$ 16.44	\$ 20.55			43.50%	\$ 23.59	\$ 29.48	1.4x	\$ 33.02	\$ 41.28
Laborer/Industrial	Heavy Industrial Worker (General Laborer)	\$ 14.66	\$ 18.32			43.50%	\$ 21.04	\$ 26.30	1.4x	\$ 29.45	\$ 36.81
Laborer/Industrial	Housekeeping Supervisor	\$ 18.21	\$ 22.77			43.50%	\$ 26.14	\$ 32.67	1.4x	\$ 36.59	\$ 45.74
Laborer/Industrial	Housekeeping Supervisor Senior	\$ 19.99	\$ 24.99			43.50%	\$ 28.69	\$ 35.86	1.4x	\$ 40.16	\$ 50.20
Laborer/Industrial	Housekeeping Worker	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30
Laborer/Industrial	Housekeeping Worker Senior	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70
Laborer/Industrial	Housing Inspectors II	\$ 23.54	\$ 29.43			43.50%	\$ 33.79	\$ 42.23	1.4x	\$ 47.30	\$ 59.13
Laborer/Industrial	Housing Inspectors III	\$ 25.77	\$ 32.21			43.50%	\$ 36.97	\$ 46.22	1.4x	\$ 51.76	\$ 64.70
Laborer/Industrial	Inventory Worker Light	\$ 13.33	\$ 16.66			43.50%	\$ 19.12	\$ 23.91	1.4x	\$ 26.77	\$ 33.47
Laborer/Industrial	Janitorial Services Provider I	\$ 18.20	\$ 22.76			43.50%	\$ 26.12	\$ 32.65	1.4x	\$ 36.57	\$ 45.72
Laborer/Industrial	Janitorial Services Provider II	\$ 23.85	\$ 29.81			43.50%	\$ 34.22	\$ 42.78	1.4x	\$ 47.91	\$ 59.89
Laborer/Industrial	Light Industrial Worker (General Laborer)	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70
Laborer/Industrial	Motor Vehicle Operator A	\$ 15.55	\$ 19.44			43.50%	\$ 22.31	\$ 27.89	1.4x	\$ 31.24	\$ 39.05
Laborer/Industrial	Motor Vehicle Operator B	\$ 16.44	\$ 20.55			43.50%	\$ 23.59	\$ 29.48	1.4x	\$ 33.02	\$ 41.28
Laborer/Industrial	Packer	\$ 13.26	\$ 16.57			43.50%	\$ 19.03	\$ 23.78	1.4x	\$ 26.64	\$ 33.30
Laborer/Industrial	Printing Press Operator Sr.	\$ 18.66	\$ 23.32			43.50%	\$ 26.77	\$ 33.47	1.4x	\$ 37.48	\$ 46.85
Laborer/Industrial	Roll Fed Printer Operator - Midnight Shift	\$ 17.77	\$ 22.21			43.50%	\$ 25.50	\$ 31.87	1.4x	\$ 35.70	\$ 44.62
Laborer/Industrial	Technician Water Monitoring	\$ 19.99	\$ 24.99			43.50%	\$ 28.69	\$ 35.86	1.4x	\$ 40.16	\$ 50.20
Laborer/Industrial	Warehouse Specialist I	\$ 14.66	\$ 18.32			43.50%	\$ 21.04	\$ 26.30	1.4x	\$ 29.45	\$ 36.81
Laborer/Industrial	Warehouse Specialist II	\$ 16.44	\$ 20.55			43.50%	\$ 23.59	\$ 29.48	1.4x	\$ 33.02	\$ 41.28
Laborer/Industrial	Warehouse Specialist III	\$ 18.66	\$ 23.32			43.50%	\$ 26.77	\$ 33.47	1.4x	\$ 37.48	\$ 46.85
Laborer/Industrial	Warehouse worker (included)	\$ 14.22	\$ 17.77			43.50%	\$ 20.40	\$ 25.50	1.4x	\$ 28.56	\$ 35.70
Laborer/Industrial	Warehouse Worker I	\$ 13.77	\$ 17.21			43.50%	\$ 19.76	\$ 24.70	1.4x	\$ 27.67	\$ 34.58
Laborer/Industrial	Warehouse Worker II	\$ 15.55	\$ 19.44			43.50%	\$ 22.31	\$ 27.89	1.4x	\$ 31.24	\$ 39.05
Laborer/Industrial	Warehouse Worker - Building	\$ 28.88	\$ 36.09			43.50%	\$ 41.44	\$ 51.79	1.4x	\$ 58.01	\$ 72.51
Laborer/Industrial	Subcode Official - Electrical	\$ 29.76	\$ 37.20			43.50%	\$ 42.71	\$ 53.39	1.4x	\$ 59.79	\$ 74.74
Laborer/Industrial	Subcode Official - Plumbing	\$ 30.21	\$ 37.76			43.50%	\$ 43.35	\$ 54.19	1.4x	\$ 60.69	\$ 75.86
Security	Armed Security Officer	\$ 17.33	\$ 21.66			54.59%	\$ 26.78	\$ 33.48	1.4x	\$ 37.50	\$ 46.87
Security	Captain	\$ 34.21	\$ 42.76			54.59%	\$ 52.88	\$ 66.10	1.4x	\$ 74.03	\$ 92.54
Security	Dispatcher/Police	\$ 20.43	\$ 25.54			54.59%	\$ 39.49	\$ 49.23	1.4x	\$ 44.23	\$ 55.28
Security	Lieutenant	\$ 32.43	\$ 40.54			54.59%	\$ 50.13	\$ 62.66	1.4x	\$ 70.18	\$ 87.73
Security	Parking Lot Attendant	\$ 13.26	\$ 16.57			54.59%	\$ 20.50	\$ 25.62	1.4x	\$ 28.70	\$ 35.87
Security	Sergeant	\$ 29.32	\$ 36.65			54.59%	\$ 45.32	\$ 56.66	1.4x	\$ 63.45	\$ 79.32
Security	Unarmed Security Guard	\$ 13.77	\$ 17.21			54.59%	\$ 21.29	\$ 26.61	1.4x	\$ 29.80	\$ 37.26
Trades	Boiler Operator I	\$ 19.99	\$ 24.99			49.73%	\$ 29.93	\$ 37.41	1.4x	\$ 41.90	\$ 52.38

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)

Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate	
		Low	High				Low	High		Low	High
Trades	Boiler Operator II	\$ 22.21	\$ 27.76			49.73%	\$ 33.26	\$ 41.57	1.4x	\$ 46.56	\$ 58.20
Trades	Boiler Operator Senior I	\$ 24.88	\$ 31.10			49.73%	\$ 37.25	\$ 46.56	1.4x	\$ 52.15	\$ 65.18
Trades	Boiler Operator Senior II	\$ 27.10	\$ 33.87			49.73%	\$ 40.57	\$ 50.72	1.4x	\$ 56.80	\$ 71.00
Trades	Carpenter Assistant	\$ 15.99	\$ 19.99			49.73%	\$ 23.95	\$ 29.93	1.4x	\$ 33.52	\$ 41.90
Trades	Carpenter	\$ 19.99	\$ 24.99			49.73%	\$ 29.93	\$ 37.41	1.4x	\$ 41.90	\$ 52.38
Trades	Carpenter Senior	\$ 22.21	\$ 27.76			49.73%	\$ 33.26	\$ 41.57	1.4x	\$ 46.56	\$ 58.20
Trades	Electrician	\$ 22.21	\$ 27.76			49.73%	\$ 33.26	\$ 41.57	1.4x	\$ 46.56	\$ 58.20
Trades	Electrician Assistant	\$ 17.33	\$ 21.66			49.73%	\$ 25.94	\$ 32.43	1.4x	\$ 36.32	\$ 45.40
Trades	Electrician Senior	\$ 23.99	\$ 29.99			49.73%	\$ 35.92	\$ 44.90	1.4x	\$ 50.29	\$ 62.86
Trades	Electrician Supervisor Senior	\$ 31.10	\$ 38.87			49.73%	\$ 46.56	\$ 58.20	1.4x	\$ 65.18	\$ 81.48
Trades	Electronic Equipment Install & Repair Supervisor	\$ 29.32	\$ 36.65			49.73%	\$ 43.90	\$ 54.87	1.4x	\$ 61.46	\$ 76.82
Trades	Electronic Equipment Install & Repair Technician	\$ 23.10	\$ 28.88			49.73%	\$ 34.59	\$ 43.23	1.4x	\$ 48.42	\$ 60.53
Trades	Electronic Technician	\$ 21.77	\$ 27.21			49.73%	\$ 32.59	\$ 40.74	1.4x	\$ 45.63	\$ 57.04
Trades	Electronic Technician Senior	\$ 24.43	\$ 30.54			49.73%	\$ 36.58	\$ 45.73	1.4x	\$ 51.22	\$ 64.02
Trades	Equipment Repair Supervisor	\$ 26.21	\$ 32.76			49.73%	\$ 39.24	\$ 49.05	1.4x	\$ 54.94	\$ 68.68
Trades	Equipment Repair Technician	\$ 20.43	\$ 25.54			49.73%	\$ 30.60	\$ 38.25	1.4x	\$ 42.84	\$ 53.54
Trades	Equipment Repair Technician Senior	\$ 23.10	\$ 28.88			49.73%	\$ 34.59	\$ 43.23	1.4x	\$ 48.42	\$ 60.53
Trades	HVAC Installation & Repair Assistant	\$ 16.88	\$ 21.10			49.73%	\$ 25.28	\$ 31.59	1.4x	\$ 35.39	\$ 44.23
Trades	HVAC Installation & Repair Assistant Senior	\$ 19.55	\$ 24.43			49.73%	\$ 29.27	\$ 36.58	1.4x	\$ 40.97	\$ 51.22
Trades	Laboratory Mechanic	\$ 21.77	\$ 27.21			49.73%	\$ 32.59	\$ 40.74	1.4x	\$ 45.63	\$ 57.04
Trades	Laboratory Mechanic Senior	\$ 23.99	\$ 29.99			49.73%	\$ 35.92	\$ 44.90	1.4x	\$ 50.29	\$ 62.86
Trades	Locksmith	\$ 19.55	\$ 24.43			49.73%	\$ 29.27	\$ 36.58	1.4x	\$ 40.97	\$ 51.22
Trades	Maintenance Field Worker	\$ 16.88	\$ 21.10			49.73%	\$ 25.28	\$ 31.59	1.4x	\$ 35.39	\$ 44.23
Trades	Mason Plasterer	\$ 20.43	\$ 25.54			49.73%	\$ 30.60	\$ 38.25	1.4x	\$ 42.84	\$ 53.54
Trades	Mason Plasterer Assistant	\$ 15.99	\$ 19.99			49.73%	\$ 23.95	\$ 29.93	1.4x	\$ 33.52	\$ 41.90
Trades	Mechanic	\$ 19.99	\$ 24.99			49.73%	\$ 29.93	\$ 37.41	1.4x	\$ 41.90	\$ 52.38
Trades	Painter	\$ 18.21	\$ 22.77			49.73%	\$ 27.27	\$ 34.09	1.4x	\$ 38.18	\$ 47.72
Trades	Plumber / Steamfitter	\$ 23.10	\$ 28.88			49.73%	\$ 34.59	\$ 43.23	1.4x	\$ 48.42	\$ 60.53
Trades	Plumber / Steamfitter Assistant	\$ 18.66	\$ 23.32			49.73%	\$ 27.94	\$ 34.92	1.4x	\$ 39.11	\$ 48.89
Trades	Printing Press Operator B	\$ 18.66	\$ 23.32			49.73%	\$ 27.94	\$ 34.92	1.4x	\$ 39.11	\$ 48.89
Trades	Production Supervisor	\$ 27.99	\$ 34.98			49.73%	\$ 41.90	\$ 52.38	1.4x	\$ 58.67	\$ 73.33
Trades	Radio Specialist	\$ 23.10	\$ 28.88			49.73%	\$ 34.59	\$ 43.23	1.4x	\$ 48.42	\$ 60.53
Trades	Radio Specialist Senior	\$ 25.77	\$ 32.21			49.73%	\$ 38.58	\$ 48.22	1.4x	\$ 54.01	\$ 67.51
Trades	Sheet Metal Worker	\$ 20.88	\$ 26.10			49.73%	\$ 31.26	\$ 39.08	1.4x	\$ 43.77	\$ 54.71
Trades	Sheet Metal Worker Assistant	\$ 16.88	\$ 21.10			49.73%	\$ 25.28	\$ 31.59	1.4x	\$ 35.39	\$ 44.23
Trades	Sheet Metal Worker Lead	\$ 22.66	\$ 28.32			49.73%	\$ 33.92	\$ 42.40	1.4x	\$ 47.49	\$ 59.36
Trades	Shipping / Receiving Clerk	\$ 14.22	\$ 17.77			49.73%	\$ 21.28	\$ 26.61	1.4x	\$ 29.80	\$ 37.25
Trades	Storekeeper Assistant I	\$ 14.66	\$ 18.32			49.73%	\$ 21.95	\$ 27.44	1.4x	\$ 30.73	\$ 38.41
Trades	Storekeeper Assistant II	\$ 15.99	\$ 19.99			49.73%	\$ 23.95	\$ 29.93	1.4x	\$ 33.52	\$ 41.90
Trades	Storekeeper I	\$ 16.88	\$ 21.10			49.73%	\$ 25.28	\$ 31.59	1.4x	\$ 35.39	\$ 44.23
Trades	Storekeeper II	\$ 18.66	\$ 23.32			49.73%	\$ 27.94	\$ 34.92	1.4x	\$ 39.11	\$ 48.89
Trades	Storekeeper III	\$ 19.99	\$ 24.99			49.73%	\$ 29.93	\$ 37.41	1.4x	\$ 41.90	\$ 52.38
Trades	Storekeeper Senior	\$ 21.77	\$ 27.21			49.73%	\$ 32.59	\$ 40.74	1.4x	\$ 45.63	\$ 57.04
Trades	Tool Room Assistant	\$ 15.99	\$ 19.99			49.73%	\$ 23.95	\$ 29.93	1.4x	\$ 33.52	\$ 41.90

Florida (2024 HOURLY MINIMUM WAGE = \$13.00)												
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate		
		Low	High				Low	High		Low	High	
Trades	Tool Room Assistant Senior	\$ 17.77	\$ 22.21			49.73%	\$ 26.61	\$ 33.26	1.4x	\$ 37.25	\$ 46.56	
Trades	Trades Utilities Worker Senior	\$ 18.66	\$ 23.32			49.73%	\$ 27.94	\$ 34.92	1.4x	\$ 39.11	\$ 48.89	
Trades	Trades Utility Worker	\$ 15.99	\$ 19.99			49.73%	\$ 23.95	\$ 29.93	1.4x	\$ 33.52	\$ 41.90	
Trades	Tradesman Helper	\$ 14.66	\$ 18.32			49.73%	\$ 21.95	\$ 27.44	1.4x	\$ 30.73	\$ 38.41	
Trades	Tradesman Helper Senior	\$ 16.88	\$ 21.10			49.73%	\$ 25.28	\$ 31.59	1.4x	\$ 35.39	\$ 44.23	
Trades	Upolsterer	\$ 17.33	\$ 21.66			49.73%	\$ 25.94	\$ 32.43	1.4x	\$ 36.32	\$ 45.40	
Trades	Welder	\$ 18.66	\$ 23.32			49.73%	\$ 27.94	\$ 34.92	1.4x	\$ 39.11	\$ 48.89	
Trades	Welder Senior	\$ 20.88	\$ 26.10			49.73%	\$ 31.26	\$ 39.08	1.4x	\$ 43.77	\$ 54.71	
Trades	Work Zone Safety Officer	\$ 19.10	\$ 23.88			49.73%	\$ 28.60	\$ 35.75	1.4x	\$ 40.04	\$ 50.05	

Misc												
Position Category	Job Position	Pay Rate		Regular NTE Rate	Overtime NTE Rate	Regular Markup	Regular Bill Rate		Overtime Multiplier	Overtime Bill Rate		
		Low	High				Low	High		Low	High	
Misc Finance/Acctg	Misc Finance/Accounting personnel not otherwise listed	Neg	Neg									
Misc Admin/Call Center/CS	Misc Admin/Call Center/Cust Service personnel not otherwise listed	Neg	Neg			34.05%	TBD	TBD	1.4x	TBD	TBD	
Misc Food Related Services	Misc Food Related personnel not otherwise listed	Neg	Neg			34.60%	TBD	TBD	1.4x	TBD	TBD	
Misc HR/HS/Professional	Misc Professional personnel not otherwise listed	Neg	Neg			43.50%	TBD	TBD	1.4x	TBD	TBD	
Misc Insurance	Misc Insurance services personnel not otherwise listed	Neg	Neg			34.29%	TBD	TBD	1.4x	TBD	TBD	
Misc Laborer/Industrial	Misc Labor/Industrial personnel not otherwise listed	Neg	Neg			34.29%	TBD	TBD	1.4x	TBD	TBD	
Misc Media	Misc Media personnel not otherwise listed	Neg	Neg			43.50%	TBD	TBD	1.4x	TBD	TBD	
Misc Security	Misc Security personnel not otherwise listed	Neg	Neg			34.29%	TBD	TBD	1.4x	TBD	TBD	
Misc Tax	Misc Tax personnel not otherwise listed	Neg	Neg			54.59%	TBD	TBD	1.4x	TBD	TBD	
Misc Technical/Engineering	Misc Technical personnel not otherwise listed	Neg	Neg			34.29%	TBD	TBD	1.4x	TBD	TBD	
Misc Trades	Misc Trades personnel not otherwise listed	Neg	Neg			38.78%	TBD	TBD	1.4x	TBD	TBD	

Note: The bill rates and markups implied therefrom presented above include costs related to the "Affordable Care Act", but exclude certain statutory business and payroll costs that are imposed by some states and local government entities. Such costs include, for example, but are not limited to, Sales Taxes, WA Business and Occupational Tax, Ohio Commercial Activity Tax, San Francisco Payroll Expense Tax, Mandatory Paid Time Off for Illness ("Sick Time"), and other levies on business activity. These costs will be billed separately as incurred, based on actual costs, with no markup. Should any current statutory costs increase substantially or should new statutory costs be mandated, Acro reserves the right to pass the burden of such cost increases through to clients as incurred, based on actual costs, with no markup.

## **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 Julie Neisler, Digital Promise (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. 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 October 1, 2025, and shall conclude on September 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 Policies 1600, 2600 and 3600, 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.

Indian River State College hereby grants to Contractor a perpetual, irrevocable license for any research tool or instruments developed as part of completed the attached Statement of Work. For the avoidance of doubt, said license does not include any reports or other work products produced by the Contractor.

Indian River State College recognizes that the Contractor brings certain intellectual property that it owns, controls or has developed or that is in-licensed with the right to sublicense ("Background Intellectual Property") to this engagement. Contractor shall retain ownership of their Background Intellectual Property. Nothing in this Agreement shall be construed to convey to Indian River State College ownership in the Contractor's Background Intellectual Property.

Without limiting the foregoing, Contractor hereby grants to Indian River State College a license to use any Essential Background Intellectual Property. "Essential Background Intellectual Property" means Background Intellectual Property that is either incorporated into a report or work product.

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. 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.
12. 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.
13. 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.
14. 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.
15. 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: Kathryn Petrillo-Smith  
1001 Connecticut Ave NW, #935  
Washington, DC 20036

If to the College: Heather Belmont, Ph.D.  
3209 Virginia Avenue  
Fort Pierce, FL 34981-5596

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

**16. Modification or Amendment:** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

**17. 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.

**18. 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.

**19. 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.

**20. Data Transfer and Use Agreement:**

- a) Institution shall provide the data set described in Exhibit C (the "Data") to Digital Promise for the research purpose set forth in Exhibit A (the "Services"). Institution shall retain ownership of any rights it may have in the Data, and Digital Promise does not obtain any rights in the Data other than as set forth herein.
- b) Student-level data from sections participating in the *STEM Pioneers* program will be provided by Institution using secure file transfer to Digital Promise's password-controlled cloud-based Enterprise Box environment. Upon execution of this Agreement, Digital Promise shall send any specific instructions necessary to complete the transfer of the Data to the Institution's Institutional Research Office Contact.
- c) Institution will assist Digital Promise in resolving any questions about the structure of its course data (e.g., variables, code lists, etc.). Data files will be revised and resent if errors are found by Digital Promise.
- d) Digital Promise shall not use the Data transmitted by Institution except for purposes of the research authorized under this Agreement. The Data will be used solely by Digital Promise researchers and agents ("Recipient Personnel"), which may include consultants working under contract to Digital Promise.
- e) Except as authorized under this Agreement or otherwise required by law, Digital Promise agrees to retain control over the Data and shall not disclose,

release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party without the prior written consent of Institution.

- f) Digital Promise agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- g) Digital Promise will not use student Data, either alone or in concert with any other information, to make any effort to identify or contact individual students who are or may be the sources of Data without specific written approval from Institution and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 CFR 46.
- h) Digital Promise agrees to give Institution the option to be recognized as the source of the Data in all written, visual, or oral public disclosures using the Data, as appropriate in accordance with scholarly standards.
- i) Digital Promise shall promptly report to Institution any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.
- j) Upon expiration or early termination of this Agreement, Digital Promise may retain one (1) copy of the Data for up to 5 years to the extent necessary for purposes of research integrity and verification.

**WHEREFORE**, the parties have executed this Independent Contractor Agreement the date set forth below.

Indian River State College  
(College)

Digital Promise  
(Contractor)

**By: Timothy E. Moore, Ph.D.**  
(Print Name)

**By: Kathryn Petrillo-Smith**  
(Print Name)

**By: \_\_\_\_\_**  
(Signature) (Date)

**By: \_\_\_\_\_**  
(Signature) (Date)

**FEIN#: 46-5460594**

**Title: President**

**Title: VP and COO**

## Independent Contractor Agreement

### Exhibit A – The Services

#### I. **Services / Required Deliverables:**

The external evaluator will conduct site visits at least three times virtual or in person, per year and will monitor the program, consult on protocols for and review findings from interviews with students, faculty, and administrators, complete data analyses, and provide formative evaluation and summative evaluation report each year. Site visits and observations will provide findings to the extent to which *STEM Pioneers* is being implemented with fidelity. Tasks, analysis, and reportings will be concurrent with implementation. Evaluation activities will begin at the outset of the project in year 1, and run through the end of year 5, provided available funding.

#### II. **Payment for Services/ Required Deliverables:**

The College agrees to pay Contractor, as consideration for performance of the consulting services as set forth in the preceding paragraph, the total sum of \$ 65,000, payable as follows:

- Deliverable 1, December 2025: 2025 Q3 &Q4 data gathering and cleaning, analysis, and presentation on virtual site visit- \$15,000
- Deliverable 2, June 2026: 2026 Q1 in-person site visit and review of Fall 2025 data, 2026 Q1-Q2 data gathering and cleaning, analysis, and presentation on virtual site visit - \$20,000
- Deliverable 3, August 2026: Summative evaluation report of Fall 2025 and Spring 2026 and presentation on virtual site visit - \$10,000
- Deliverable 4, September 2026: Summative program report of the 5-year project - \$20,000

Digital Promise will submit four invoices each year, upon completion of the deliverables listed above.

#### III. **Date(s) for Services/ Required Deliverables:**

December 2025, June 2026, August 2026, September 2026

**IV. Date of Final Completion of the Program:**

Grant ends September 30, 2026

**V. Reimbursement for 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. **Prior approval from the Vice President of Academic Affairs is required for any additional expenses related to this Agreement.** If approved, each request for reimbursement must be itemized and accompanied by receipts to the Dean of Finance or designee.

**Independent Contractor Agreement**

**Exhibit B – Insurance/Indemnification**

By signing this Exhibit B to the Independent Contractor Agreement, Contractor acknowledges that he or she 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.

Indian River State College

(College)

Digital Promise

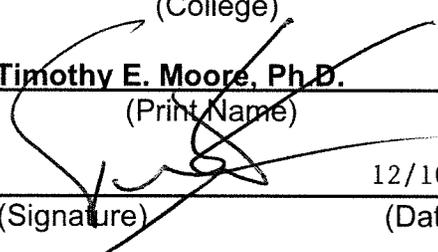
(Contractor)

By: Timothy E. Moore, Ph.D.

(Print Name)

By: Kathryn Petrillo-Smith

(Print Name)

By:  12/10/25

(Signature)

(Date)

By: \_\_\_\_\_

(Signature)

(Date)

FEIN#: 46-5460594

Title: President

Title: VP and COO

## Exhibit C – Data

### Various IRSC Campus Departments Example Data Types:

- Institutional Research Office – Data Elements below
- Institutional Research Office-assigned unique student I.D.
- Library Services
- Tutoring Services
- Academic Advising
- Financial Aid Services

### Data Elements Required from Institutional Research

- Institutional Research Office-assigned unique student I.D.
- Year of Birth (if possible) (YYYY)
- Gender
- Ethnicity/Race
- Pell Eligible
- First Generation College Goer Status (if possible)
- Date of First Enrollment at this institution (if possible) (MM/DD/YYYY)
- Prior Achievement Measure such as placement test; high school GPA; prior GPA at this college (specify option)
- Course Name
- Course Code
- Section ID/Code
- Course Section Modality
- Campus took place (if applicable)
- Instructor record (recommended)
- Term Start Date (MM/DD/YYYY)
- Term End Date (MM/DD/YYYY)
- Cumulative GPA at Start of Term
- Cumulative Credits at Start of Term
- Total credit hours for this term (if unavailable, Enrollment Status for this Term, e.g., FT or PT)
- Number Prior Attempts for this Course
- Still Enrolled at Term End
- Course Grade
- Number Credits Earned for this Course

### Certificate Of Completion

Envelope Id: 315AEF28-65EA-45D8-9B18-C9328F1B5B7E  
 Subject: Documents for your DocuSign Signature - DPC00011209  
 Source Envelope:  
 Document Pages: 10  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Enveloped Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Nicholas Pondok  
 1001 CONN AVE NW  
 Suite 935  
 WASHINGTON, DC 20036  
 npondok@digitalpromise.org  
 IP Address: 155.226.129.249

### Record Tracking

Status: Original  
 12/9/2025 12:53:32 PM  
 Holder: Nicholas Pondok  
 npondok@digitalpromise.org  
 Location: DocuSign

### Signer Events

Timothy Moore  
 timmoore@irsc.edu  
 Security Level: Email, Account Authentication  
 (None)

### Signature

### Timestamp

Sent: 12/9/2025 4:36:05 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/3/2025 8:26:22 AM  
 ID: 52b00373-91a1-42f4-8e61-c68154c6db5f  
 Company Name: Digital Promise Global

COO  
 kathryn@digitalpromise.org  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Accepted: 2/11/2024 9:21:10 AM  
 ID: 0ed67d2a-5ab9-4e24-be9b-bc0b9348a70a  
 Company Name: Digital Promise Global

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Cindy Bruin  
 cbruin@irsc.edu  
 Security Level: Email, Account Authentication  
 (None)

COPIED

Sent: 12/9/2025 4:36:08 PM  
 Viewed: 12/10/2025 8:07:30 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/15/2025 1:22:13 PM  
 ID: abcf0349-761f-42e0-af19-44a78f41ee22  
 Company Name: Digital Promise Global

Julie Neisler  
 jneisler@digitalpromise.org  
 Security Level: Email, Account Authentication  
 (None)

**Carbon Copy Events****Status****Timestamp****Electronic Record and Signature Disclosure:**

Accepted: 7/7/2024 5:25:43 PM

ID: 8a470e1a-8a62-403a-b23a-e0922eeb760e

Company Name: Digital Promise Global

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/9/2025 12:55:04 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Digital Promise Global (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Digital Promise Global:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [operations@digitalpromise.org](mailto:operations@digitalpromise.org)

**To advise Digital Promise Global of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [andronica@digitalpromise.org](mailto:andronica@digitalpromise.org) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Digital Promise Global**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [operations@digitalpromise.org](mailto:operations@digitalpromise.org) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Digital Promise Global**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [operations@digitalpromise.org](mailto:operations@digitalpromise.org) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Digital Promise Global as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Digital Promise Global during the course of my relationship with you.



## 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 United Food Truck LLC (the "Contractor") having a principal place of business at 8489 NW 64th Street, Miami, FL, 33166 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: Custom Food Truck Trailer to be provided in accordance with the Contractor's Proposal dated 9/10/2025 Based on Proposal # RFP 25/26-01 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 Pruitt Campus at 500 NW California Blvd, Port St Lucie, FL 34986.
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**; 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: Seventy Five Thousand Eight Hundred and 59/100 (\$75,800.59) and under no circumstances whatsoever shall the fee exceed, Seventy Five Thousand Eight Hundred and 59/100 (\$75,800.59) 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 contract 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  
Danny Sanchez

Printed Name and Title

danny@unitedfoodtruck.com

Email Address

(786) 206 - 5013

Phone Number

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

United Food Truck LLC |  
Contractor/Vendor/Supplier Name

*Hector Gonzalez*

Signature

MGR: Hector Gonzalez

Name and Title

8489 NW 64th Street

Address

Miami, FL, 33166

City, State, Zip

81-1027741

Unique Entity ID (sam.gov) or Tax ID

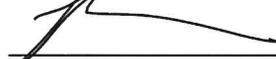
Nov 12 2025 11:27 EST

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

Peter Lee, Senior Director of Auxiliary Services

Name and Title

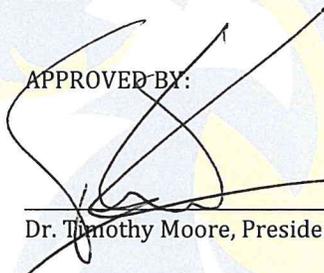
IRSC/Strategic Initiatives

College/Department

11.12.2025

Date

APPROVED BY:



\_\_\_\_\_  
Dr. Timothy Moore, President

11/13/25

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.**

# UNITED FOOD TRUCK, LLC

8489 NW 64TH Street  
Miami, FL, 33166  
(786) 452 1392  
Email:  
Food Truck Specialist  
[www.unitedfoodtruck.com](http://www.unitedfoodtruck.com)

xavier@unitedfoodtruc  
Xavier

## Quote

Submitted on

Invoice for: Indian River College RFP 25/26-01 18' Trailer

Quote # 3

Indian River State College  
[3209 Virginia Avenue](#)  
Fort Pierce, Florida 34981  
MAKE & MODEL : UFT-CT18  
VIN : 1U9BE202XTM175017

772-462-7355

kmwilson@irsc.edu

### Description

#### Kitchen Equipment Package:

\*24", (4) 30,000 BTU  
Restaurant Range, natural gas, open top burners, removable heavy duty cast grates, stainless steel pilot, (1) 31,000 BTU oven with U-shaped burner, includes (2) racks per oven, back riser with shelf, pull out crumb tray, stainless steel front & back riser, galvanized sides, 6" adjustable legs, cETLus, ETL-Sanitation (ships with LP conversion kit)

Qty

Unit price

Total price

1

Warranty: 1 Year  
Brand: Serv Ware  
NSF APPROVED\*

16' Fryer, LP gas, floor model, 35-40 lb oil capacity, tube design with baffles, (3) 30,000 BTU tubes, easy start continuous pilot, double rod basket hanger, chromed basket with plastic coated handle, 200° - 400°F temperature range, adjustable thermostat, cold zone, 450° F Hi-limiter, 1-1/4" full-port drain, stainless steel construction & 6' adjustable legs, cETLus, ETL-Sanitation

1

Warranty: 1 Year  
Brand: Serv Ware  
NSF APPROVED

\*48" Griddle, gas, countertop, 3/4" thick griddle plate, (4) U-shaped stainless steel burners, manual control, standby pilot, welded stainless steel backsplash, removable stainless steel drip tray, stainless steel front, sides & adjustable legs, 120,000 BTU, cETLus, ETL-Sanitation (ships natural gas includes LP conversion kit)

1

Warranty: 1 Year  
Brand: Serv Ware  
NSF APPROVED\*

\*12" Countertop Gas Radiant Charbroiler  
Standard with reversible & removable cast iron grates  
countertop  
12"W

(1) 16,000 btu burner  
reversible & removable cast iron grates  
cast iron angled radiants  
manual controls  
full width drip tray  
pressure regulator  
stainless steel burners  
front

1

sides & landing ledge  
adjustable feet  
16,000 btu  
cETLus  
ISO 9001  
Made in North America  
Warranty:  
1 Year parts & labor  
Brand: Asber USA\*

10' Stainless Steel Customized Extraction Hood With Stainless Steel Filters

Features:  
Stainless Steel 18GA 430

1

\*HIGH SPEED DIRECT DRIVE EXHAUST FAN  
2200 CFM, 1608 RPM, 1 PH w/ Var. Speed Control  
1/2 HP, 1 Phase, 115 V, 700 DEG TEMP  
5.6 AMPS\*

1

<p>*HIGH SPEED DIRECT DRIVE EXHAUST FAN                  2200 CFM, 1608 RPM, 1 PH w/ Var. Speed Control                  1/2 HP, 1 Phase, 115 V                  5.6 AMPS                  Installation and Labor included SECOND UNIT*</p>	1
<p>Fire Suppression system Protex II 4.6 Gallons + Extinguisher class K and 10 B or                  C + Valve (CERTIFIED) (10 FLOW POINT)</p>	1
<p>Peerless C231P LP Liquid Propane Countertop Double Door Quadruple Deck Pizza Oven with (8) 1/2" Pizza Stones                  Quality Construction for long life                  • Stainless Steel Front Standard                  • Large Capacity 3,648 sq. inches of available cooking space on eight cordierite decks. Holds eight (8) 18" pizzas                  • Pizza Decks Standard Large 24" x 19" x 15" compartment 1/4" pizza stones                  • Unique Interior Design Better distribution of heat                  • Energy Efficient New energy-saving "Power-Pak" burner system coupled with our unique baffle system for even heat and better baking                  • Full Range Thermostat 300°F - 650°F (149°C - 343°C)                  • Versatile Removable trays increase oven capabilities. Optional wire racks available for pretzels                  • Easily Serviceable All controls can be replaced from the front of the unit                  • Power Gas - LP or NAT                  • Specific Features of the C231P listed on the back</p>	1
<p>Extraction System for for Ovens <i>(for pizza oven hereinabove)</i></p>	2
<p>*30" x 60" Work Table                  Features:                  18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified)*</p>	1
<p>24" x 60" Work Table                  Features:                  18/430 Stainless Steel, 18 GA galvanized undershelf, 16 GA galvanized legs with 1" adjustable plastic bullet feet, (NSF Certified)                  SERVICE SIDE</p>	1
<p>Refrigeration Package:                  *Sandwich/Salad Prep Table, two-section, 48-1/5"W x 30"D x 43-1/5"H, 12 cu. ft. capacity, (2) self-closing solid doors, full length handles, (2) epoxy coated shelves, includes: (12) 1/6 plastic pans &amp; cutting board, electronic thermostat, LED digital display, auto defrosting &amp; evaporation, stainless steel exterior, ABS interior with stainless steel floor, rear mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, (4) casters (2 braked), cULus Classified, UL EPH Classified, CE                  Warranty: 3-year parts &amp; labor / 5-year compressor warranty                  Brand: Serv Ware                  NSF APPROVED*</p>	1
<p>*Reach-In Refrigerator, two-section, 54"W x 32.7"D x 82.3"H, 49 cu. ft. capacity, (2) hinged self-closing &amp; lockable solid doors, full length handles, (3) adjustable epoxy coated shelves per door, electronic thermostat, LED digital display, 430 stainless steel exterior, stainless steel interior, (4) casters (2 braked), bottom mounted self-contained refrigeration, HC refrigerant, CE, UL EPH Classified, cULus, ENERGY STAR®                  Warranty: 3-year parts &amp; labor / 5-year compressor warranty                  Brand: Serv Ware                  NSF APPROVED*</p>	1
<p>*Reach-In Freezer, one-section, 26.8"W x 25.6"D x 82.3"H, 19 cu. ft. capacity, (1) hinged self-closing &amp; lockable solid door, full length handle, (3) adjustable epoxy coated shelves, auto defrost, electronic thermostat, LED digital display, painted aluminum interior with 304 stainless steel floor, 430 stainless steel door &amp; front panel, (4) casters (2 braked), bottom mounted self-contained refrigeration, UL-Energy Verified, CE, UL EPH Classified, cULus                  Warranty: 3-year parts &amp; labor / 5-year compressor warranty                  Brand: Serv Ware                  NSF APPROVED*</p>	1
<p>Plumbing System Package:                  Labels for sinks, 12" x 36" wall shelf on 3 compartment top, doors and storage underneath</p>	
<p>48" Full Size Customized Plumbing Counter                  with stainless steel countertop, covered with stainless steel and door with locks</p>	1
<p>29 1/2" 18-Gauge Stainless Steel One Compartment Commercial Sink - 24" x 24" x 12" Bowl</p>	1

Waterloo Wall Mount Faucet with 12" Gooseneck Spout and 8" Centers	1
12" Hand Sink + Faucet - With Splash Guards on sides and rear NSF Certified Materials	1
36" Three compartment Drop In Sinks + Faucet NSF Certified Materials	1
36" W X 12" D Shelf W (2) Wall Brackets (dish rack)	1
Stainless Steel Towel Dispenser	1
30-Gallon Clear Water Tank Fresh / Drinking Water Safe BPA FREE NSF Certified Materials Tank & fittings made from DOW NSF International NSF/ANSI Std 61 approved Medium Density Polyethylene (MDPE) Resin UV-8 Stabilization Complies with U.S. FDA 21 CFR 177.1520 (c)3.1a	1
40-Gallon Black Water Holding Tank BLACK TANK Used for Human Waste or Gray Water MADE WITH Medium Density Polyethylene (MDPE) Resin SEAMLESS One piece seamless construction, no seams to burst RESISTANT Stain, Corrosion and Rust Resistant	1
110V Water pump 3.0 GPM	1
Water Pump filter	1
2.5-Gal Water Heater ETL certified Tank Volume: 2.5 gallons Heating Capacity 1440 Watts Hot and cold water feed No need for costly re-circulating lines and pumps Quick recovery time Adjustable temperature range 50F to 140F Voltage 110/120 Runs off 12 AMPS Single Phase Standard 1/2" NPT Connections	1
Water Inlet Valve	1
3" Hub Waste Valve Assembly with Cap	1
Plumbing Miscellaneous and Materials	1
Regular Plumbing system line (Plumbing system side)*	3
Electrical Power System Package ***Additional Cost may apply for high consuming electrical equipment	1
Electric Panel 125 Amp / Space: #6 / Circuit: 12 Indoor Flush Mount Main Lug Load Center with Cover No Door	1
20 Amp Single Circuit Breaker	6
12/2 x 250 ft. Solid MC Lite Cable inside the walls	1
20 Amp Self-Test SmartlockPro Slim Duplex GFCI Outlet (FOR SINK AREA)	2
Electrical Regular Outlets or electric points	9
ADD REGULAR OUTLET	2
Inside	3
4ft Integrated LED Tube Light 30W V SHape, High Output Linkable 4FT LED shop light	3
Outside	2
LED Flood Light 100W with Remote Control, Waterproof, Change Color	2
Generator Power Inlet/Outlet Receptacle Socket with Cover	1
10 FEET Heavy Duty Generator Lock Extension Cord with UL Listed	1
Electrical Miscellaneous and Materials	1
*ADD 50 AMP electrical system, this includes 50 AMP plug, 8 wire from generator to box, and 50 AMP generator wire	1
Gas System Package - Gas Line Up to 4 Equipment ***All our gas systems have a Gas Certification made by a third party company.	4
Gas Line Up to 4 Equipment ***ADD \$220.00 per Additional Gas Line	4
ADD Regular Gas Line - Kitchen Side \$220.00 (Third party Gas Lines Certification Included)	2
Stationary Gas Connector Hose ANSI Z 21.24 / CSA 6.10 • ANSI Z 21.75 / CSA 6.27	4
100LBS Propane Tank (multi valve vertical gray - 46.6" tall, DIAM 15.1") (Empty) On Propane tank base + Aluminum Cover	2
Propane Tank Aluminum Cover	1
Gas Regulators	1
Shut Off Valve	5

Propane Tanks Steel Base	2
Pigtails	2
Gas Miscellaneous and Materials	1

**Additional Equipment:**

**GENERATOR:**

Generator provided is only sufficient for equipment being provided by the company. If a client will be adding any additional equipment to their food truck or trailer, it is their responsibility.

Westinghouse 11,000-Watt Electric Start Gasoline and Propane Inverter Generator with CO Sensor, Dual Fuel	1
--------------------------------------------------------------------------------------------------------------	---

**IMPORTANT INFORMATION**  
GENERATORS MIGHT NOT BE ABLE TO FULFILL YOUR CONSUMPTION NEEDS  
THIS GENERATOR NEEDS TO BE OUTSIDE THE UNIT TO RUN PROPERLY \*

**CONCESSION WINDOW**

Series Awning Door & Service Window Combination Unit

- 60" x 36" RO (cut-out size)
- 2-Sash Horizontal Slider
- 1/8" Clear Tempered Glass
- Sash Locks on Windows
- Sliding Screens (18 x 16 charcoal aluminum mesh)
- Mill Finish Frames
- WHITE Awning Door Panel
- Gas Springs on Awning Door
- Key Locks on Awning Door

\*Travel'r 12V - Vinyl Patio Awnings

Color: Slate blue fade, dune fade, charcoal fade, burgundy fade, walnut brown fade, burgundy stripe, emerald green stripe, pacific blue stripe, black and grey stripe or checkered flag

Length: 14 Foot

(Labor and Installation Included)\*

\*MAKE-UP AIR FAN, ECONOMY

1235 CFM, 1760RPM, 1 PH, 115V

5.8 AMPS 27" X 27"

2 YEAR FAN/MOTOR WARRANTY\*

\*RV Air Conditioner System - Manual - 15,000 Btu - White - R32

(Labor and Installation Included)\*

\*Outdoor Bluetooth Speakers Waterproof Wall Mounted Sound System with Multifunctional Amplifier, Powerful Bass & Stereo Sound

Qty: 4 Speakers

Size: 6.5 inch

Watts: 800W

Speaker Type: Outdoor, Woofer, Tweeter

Connectivity Technology: Bluetooth, Auxiliary, USB

Special Feature: Marine Grade Waterproof, Bass Boost, USB, Auxiliary\*

\*20" x 32" Aluminum TV Display Window with 32" Smart TV

(Labor and Installation Included)\*

\*Full 3M 18FT Customized Vinyl Wrap

Price Includes design from scratch (up to 72 hrs. of design time), materials and installation. \*

Self Closing Rear Door with Handle and MESH

48" W X 12" D (2) WALL BRACKETS

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**18' Custom Concession Trailer (18' L x 8.5' W x 7'4" H) Construction and Labor Package:**

**CONCESSION TRAILER SPECS:**

Axles: torsion x 2, 3500 LB each. Total Capacity: 7000 lb GVW

Structure and Exterior: Stainless steel screws, "torflex" suspension, electric brakes on each axle w/

breakaway cable & battery -Loadstar ST225/75D15 Bias Trailer Tire with 15" White Wheel - 5 on 4-1/2 -

Load Range D, 2 5/16" ball coupler hitch, 5,000 lb heavy duty lift jack, 12v. 7 blade trailer plug

connector, 7' interior height, exterior grade 3/4" plywood subfloor.

Exterior: screw less baked aluminum walls, Exterior color: choice from stock or white,

Interior: Trailer fully insulated, Stainless Steel interior walls.

Flooring: bright diamond plated, exterior grade 3/4" plywood subfloor.

Subtotal	<b>\$75,350.59</b>
FL Sales Tax (Florida Customers Only)	\$0.00
Trailer Registration	\$450.00
DBPR Application (Florida Customers Only)	\$397.00

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**\$75,800.59**

**NOTES - PLEASE READ - TAXES NOT INCLUDED FOR OUT OF FL STATE BUYERS**

**1st Payment: \$5,000.00 (CREDIT CARD ACCEPTED ONLY FOR INITIAL PAYMENT)**

- Establish final construction schedule and sign the Sales Agreement.
- Assist the client in confirming compliance of specific State Regulations. (ONLY AFTER SIGNED AGREEMENT)
- Begin Layout design, and make necessary or requested changes to the kitchen equipment. (ONLY AFTER SIGNED AGREEMENT)

**Pre Construction Payment: 2nd Payment: 45% of Total Build Price (Initial payment will be subtracted from this payment) (\$5,000.00)**

- Purchase Equipment and Construction Material (ONLY AFTER SIGNED AGREEMENT)
- Begin Construction (ONLY AFTER SIGNED AGREEMENT)

Mid Construction Payment.

**Mid Construction Payment: 3rd Payment 35% of Total Build Price.**

- Build Progress Updates (ONLY AFTER SIGNED AGREEMENT)
- Live Feed Camera installation (ONLY AFTER SIGNED AGREEMENT).

**- Remaining balance upon construction completion:**

- THE FINAL PAYMENT MUST BE RECEIVED 72 HOURS PRIOR THE PICK UP OF THE UNIT,  
WE DO NOT ACCEPT CASHIER'S CHECK OR ANY PAYMENT METHOD AT THE TIME OF THE PICK UP.

All kitchen equipment is new, NSF Certified, ETL Listed or equivalent and has manufacturer's warranty.

(Warranty exception for Avantco and CPG) Ask your Specialist for different warranty options.

**Specific State Regulations:** United Food Truck works with the buyer to check specific state regulations that need to be complied with. It is the buyer's responsibility to seek this information and provide it to their Food Truck Specialist in a timely manner, before construction begins. Changes that affect the final price, will be paid by the customer.

Estimated time of Manufacture: 4 - 6 Weeks from Start of Construction.

\*\*\*Shipping Not Included\*\*\*



**TOPIC:** Instructure Order Form for Credentials Innovator Certification Program and Canvas Certified Technical Administrator Certification Bundle

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

**SUMMARY:**

Purchasing training seats for the Instructure Credentials Innovator (ICI) program will provide our department’s power users with a strong foundational understanding of digital credentials, including their purpose, value, and implementation. As we prepare to roll out credentials, this training will ensure key staff are equipped with the knowledge and tools needed to support the development of a sustainable, high-quality credentials program. Additionally, enrolling another team member in Canvas Certified Technical Admin (CCTA) training will build technical depth and continuity within the team, ensuring critical Canvas administration functions can be maintained when the primary LMS Administrator is unavailable due to illness, vacation, or other absences.

**ALTERNATIVE(S):** Move forward with existing knowledge.

**FOR CONTRACTS:**

1. **TERM:** 1 Year, Non-Recurring
2. **FISCAL IMPACT:** \$5,000.00
3. **TERMINATION TERMS:** N/A, Non-Recurring

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26



Instructure, Inc.  
 6330 South 3000 East, Suite 700  
 Salt Lake City, UT 84121  
 United States

## Order Form

**Order:** Q-518465-1

**Date:** 2025-11-05

**Order Valid Through:** 2025-12-31

### Order Form for Indian River State College

#### Bill to Information

**Entity Name:** Indian River State College  
**Address:** 3209 Virginia Avenue  
**City:** Fort Pierce  
**State/Province:** Florida  
**Zip/Postal Code:** 34981  
**Country:** United States

#### Billing Contact

**Name:**  
**Email:**  
**Phone:**

#### Ship to Information

**Entity Name:** Indian River State College  
**Address:** 3209 Virginia Avenue  
**City:** Fort Pierce  
**State/Province:** Florida  
**Zip/Postal Code:** 34981  
**Country:** United States

#### Shipping Contact

**Name:** Katie Profeta  
**Email:** kprofeta@irsc.edu  
**Phone:** +1 772 462 7629

#### Billing Information

**Billing Frequency:** Annual Upfront

**Billing Frequency Term:** Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

**Payment Terms:** Net 45

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S2	Instructure Credentials Innovator Certification Program	2025-12-01		Non-Recurring	Per Each	3	USD 1,000.00	USD 3,000.00
S3	Canvas Certified Technical Administrator Certification Bundle	2025-12-01		Non-Recurring	Per Each	1	USD 2,000.00	USD 2,000.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 0.00	USD 5,000.00	USD 5,000.00
<b>Total</b>	<b>USD 0.00</b>	<b>USD 5,000.00</b>	<b>USD 5,000.00</b>

Products	Description	Qty
Instructure Credentials Innovator Certification Program	One enrollment in a series of 3 online courses to complete the Instructure Credentials Innovator certification program. Once a named participant has enrolled in and begun the first course in the program, the named participant may not be swapped for a different named participant. Delivery of the Instructure Credentials Innovator certification program is only available in English.	3.00
Canvas Certified Technical Administrator Certification Bundle		1.00

Canvas Certified Technical Administrator Certification Program	One enrollment in a series of 3 online courses to complete the Canvas Certified Technical Administrator program. Once a named participant has enrolled in and begun the first course in the program, the named participant may not be swapped for a different named participant. Delivery of the Canvas Certified Technical Administrator program is only available in English. Institutions who purchase at least 1 Canvas Certified Technical Admin seat and a quantity of Canvas Certified Educator seats equal to or greater than 10% of their faculty (10 seat minimum) will receive Canvas Certified Institution designation. Canvas Certified Institution designation is valid for two years. For details on the Canvas Certified Institution please see <a href="https://docs.google.com/document/d/1Z1HudS9yQXiZ9CnWDnJ9RJ2MAui-QgUtQ_humsj2VWU/preview#heading=h.va6eb3bwsku8">https://docs.google.com/document/d/1Z1HudS9yQXiZ9CnWDnJ9RJ2MAui-QgUtQ_humsj2VWU/preview#heading=h.va6eb3bwsku8</a>	1.00
Canvas Certified Technical Administrator Support Benefit	Upon completion of a Canvas Certified Technical Administrator program, a named field admin will have the option to have their support tickets routed to second level support upon submission, bypassing tier 1 support. Access to the support benefit is only available for the field administrators who have completed the Canvas Certified Technical Administrator program and/or recertified and is only available while the field admin works at the institution that has purchased this benefit. Support benefit is not transferrable to other institutions or other field administrators. Customer must have an active subscription to Canvas in order to access and utilize the Canvas Certified Technical Administrator Support Benefit. Any unused services that remain after Customer's Canvas subscription has lapsed are non-refundable.	1.00

**Quote Special Terms**

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

**Non-Recurring Expiration:** Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

**Terms and Conditions**

**Governing Terms - FL ITN:** This Order Form, together with the Master Agreement (ITN-5774-4) between Instructure and the FSU dated March 30, 2016 ("Master Agreement") and any amendments and attachments (including the Participation Agreement between Instructure and FIU dated November 9, 2017) thereof, which are all incorporated herein by reference, for the entire agreement between the parties in respect of the products and services set forth in this order form.

**Product Supplement Terms:** Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Indian River State College**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Instructure Order Form for Canvas Catalog Implementation Bundle, Canvas Cloud Subscription Short Courses and Canvas Catalog Cloud Subscription

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

**SUMMARY:** **Canvas Catalog** is a centralized platform that extends Canvas to manage and promote non-credit and professional learning offerings. It provides a branded, searchable storefront for internal training, professional development, continuing education, and public-facing courses, with automated enrollment, communication, and completion tracking.

Catalog improves visibility, reduces administrative overhead, supports compliance and credentialing, and enables scalable growth - including optional monetization - all while leveraging the existing Canvas environment.

**ALTERNATIVE(S):** External PD enrollment in Canvas is doable but manual and unsustainable; Catalog provides secure, automated access for non-institutional users.

**FOR CONTRACTS:**

1. **TERM:** 1 Year
2. **FISCAL IMPACT:** \$36,450.00 (includes \$6,990.00 implementation fee)

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26



Instructure, Inc.  
 6330 South 3000 East, Suite 700  
 Salt Lake City, UT 84121  
 United States

## Order Form

**Order:** Q-512213-2

**Date:** 2025-11-14

**Order Valid Through:** 2025-12-31

### Order Form for Indian River State College

#### Bill to Information

**Entity Name:** Indian River State College

**Address:** 3209 Virginia Avenue

**City:** Fort Pierce

**State/Province:** Florida

**Zip/Postal Code:** 34981

**Country:** United States

#### Billing Contact

**Name:**

**Email:**

**Phone:**

#### Ship to Information

**Entity Name:** Indian River State College

**Address:** 3209 Virginia Avenue

**City:** Fort Pierce

**State/Province:** Florida

**Zip/Postal Code:** 34981

**Country:** United States

#### Shipping Contact

**Name:** Katie Profeta

**Email:** kprofeta@irsc.edu

**Phone:** +1 772 462 7629

#### Billing Information

**Billing Frequency:** Annual Upfront

**Billing Frequency Term:** Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

**Payment Terms:** Net 45

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S4	Canvas Catalog Implementation Bundle	2026-07-01		Non-Recurring	Per Implementation	1	USD 6,990.00	USD 6,990.00
S1	Canvas Cloud Subscription Short Courses	2026-07-01	2027-06-30	Recurring	User	2,000	USD 11.23	USD 22,460.00
S2	Canvas Catalog Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	2,000	USD 3.50	USD 7,000.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 29,460.00	USD 6,990.00	USD 36,450.00
<b>Total</b>	<b>USD 29,460.00</b>	<b>USD 6,990.00</b>	<b>USD 36,450.00</b>

Products	Description	Qty
Canvas Catalog Implementation Bundle		1.00

Canvas Catalog Implementation	Application of the institution-specific branding (consisting of logo, color scheme, and feature image/text ), to one (1) Canvas Catalog account. Provide a standard authoring template for publishing course completion certificates (client may customize as needed). Project Consultant to take an active project management role by providing a customized project plan, assigning resources to tasks, identifying the critical path, and scheduling regular project check-in calls with client staff. One Custom URL for the institution's Canvas Catalog domain. If needed, establishment of a trust relationship between the institution's existing Canvas LMS instance and the additional Canvas LMS instance implemented under Canvas Catalog to grant users access between instances without requiring additional login information. Authentication will utilize authentication providers configured in Canvas LMS. Any additional authentication support, including building or hosting discovery pages will require a separate Professional Services engagement.	1.00
Canvas Catalog On Demand Admin Training	One year of unlimited access to On Demand training content on administering Canvas Catalog.	1.00
Canvas Catalog Payment Gateway Configuration	Configuration of a supported payment gateway, if desired and available, using internal Instructure tools via credentials only (excludes participation in vendor management or other vetting processes). If a non-supported payment gateway is requested, a separate Professional Services engagement is required. Any gateway specific settings, configuration, params or other integrations that are not already included with the supported integration will require a separate Professional Services engagement. Limited to configuration of 1 payment gateway from the list below, for up to 5 catalogs or sub-catalogs. Supported payment gateways can be found at the following URL: <a href="https://community.canvaslms.com/t5/Canvas-Catalog/What-payment-gateways-are-supported-in-Canvas-Catalog/ta-p/1738">https://community.canvaslms.com/t5/Canvas-Catalog/What-payment-gateways-are-supported-in-Canvas-Catalog/ta-p/1738</a>	1.00
Canvas Cloud Subscription Short Courses	One Month to Four Months  Short Courses have a duration of up to Four Months	2,000.00
Canvas Catalog Cloud Subscription	Canvas Catalog Cloud Subscription: Per User Annual Catalog subscription for Higher Education clients	2,000.00

**Quote Special Terms**

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

**User Clause:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

**User Typical Use Clause:** In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

**Non-Recurring Expiration:** Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

**Terms and Conditions**

**Governing Terms - FL ITN:** This Order Form, together with the Master Agreement (ITN-5774-4) between Instructure and the FSU dated March 30, 2016 ("Master Agreement") and any amendments and attachments (including the Participation Agreement between Instructure and FIU dated November 9, 2017) thereof, which are all incorporated herein by reference, for the entire agreement between the parties in respect of the products and services set forth in this order form.

**Product Supplement Terms:** Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Indian River State College**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructure, Inc. (USA/CAN)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Interlocal Agreement with St. Lucie County for the CDL Training Site

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**  
This agreement is a renewal of an existing agreement with St. Lucie County to use of a portion of the St. Lucie County Fairgrounds parking lot as a CDL training and testing site. In exchange, IRSC provides CDL training for five (5) County employees per year.

**ALTERNATIVE(S):** Alternative sites would cost the institution annual rental fees or new construction costs.

- FOR CONTRACTS:**
- 1. **TERM:** One Year
  - 2. **FISCAL IMPACT:** Cost Savings on driving range rental
  - 3. **TERMINATION TERMS:** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 1/5/26

BOARD ACTION:

DATE: 1/27/26

**INTERLOCAL AGREEMENT  
CDL TRAINING SITE**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the **DISTRICT BOARD OF TRUSTEES** (“the Board”) of **INDIAN RIVER STATE COLLEGE**, a public educational institution (“IRSC”), and **ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County.”

**WHEREAS**, the County owns a facility located at 15601 W. Midway Road, Fort Pierce, Florida, hereinafter referred to as the “Facility”; and,

**WHEREAS**, IRSC desires to operate and administer a Commercial Driver License (“CDL”) training and testing site for their employees and students, respectively; and,

**WHEREAS**, the County is willing to enter into this Agreement with IRSC to permit the use of a portion of the Facility’s parking lot for a CDL training and testing site and IRSC agrees to accept five (5) County employees into the CDL trainings per year.

**IN CONSIDERATION OF THE MUTUAL BENEFITS** received by each party, the parties hereto mutually agree as follows:

1. **SITE.** The parties acknowledge and agree that the Facility is located at 15601 W. Midway Road, Fort Pierce, Florida, and shall consist of the buildings and grounds.
2. **JOINT USE OF FACILITY.** IRSC shall use the Facility’s two (2) asphalt parking lots, including access roadways, to operate a CDL training and CDL testing site for their employees and students, as well as the County employees pursuant to this Agreement. IRSC staff and the CDL training participants shall have use of bathrooms. The location of the training site is designated on the plan attached hereto and incorporated herein as Exhibit “A.” The parties shall cooperate in the design of the training course and site and the schedule for use by IRSC and the county. The County will provide a quarterly plan that identifies the specific days the Facility parking lots are not available. The County expects that the lots will be available to IRSC on an ongoing basis, except for identified event days during the quarter. It is the intention of the County to make this space available whenever possible, but the County reserves the right to cancel availability for any reason at any time.
3. **TERM.** The term of this Agreement shall be for the period beginning on the date this Agreement is recorded in the public records of St. Lucie County, Florida and shall continue for a period of one (1) year, unless otherwise terminated as provided herein. Thereafter, the term of this Agreement may be renewed upon mutual agreement of the parties upon the same terms and conditions. Either

party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

4. **COUNTY TRAINING.** IRSC shall provide Class B Commercial Driver's License (CDL) training, if required, for up to five (5) County employees per year at no cost to the County. Training time will be approximately 40 hours of instruction and shall include any and all components required to complete the training, whether online or otherwise, subject to the limitations in this section. Any required ELDT "theory" training, drug screen, DOT physical and State CDL test costs are additional and are paid by the County. County will provide Class B vehicles typical of those used by employees so that drivers are trained and tested in equipment used on the job.

5. **SITE IMPROVEMENTS.** IRSC shall be responsible for striping the CDL training site and installation of any other necessary improvements or equipment for their respective operation of the site. Additionally, IRSC shall be responsible for re-striping those areas of the Facility necessitated by IRSC's use of the property as a training site on an as needed basis, to be solely determined at the discretion of the County. At the end of the Term, and any renewals thereof, the County shall advise IRSC if such re-striping is needed. IRSC shall return the site to its original condition upon termination or expiration of this Agreement, ordinary wear and tear excepted.

6. **NO DISCRIMINATION.** Both parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, ancestry, disability, age, sex, or marital status in the operation of the shelter pursuant to this Agreement.

7. **COMPLETE UNDERSTANDING.** This Agreement contains the complete understanding of the parties, notwithstanding any previously written or oral understandings between the parties on the same subject.

8. **NOTICES.** Any notice, payment, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to IRSC:

Vice President of Academic Affairs and Chief Academic Officer  
3209 Virginia Avenue  
Fort Pierce, Florida 34982

As to County:

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

With copy to:

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

or to such address other address as the parties may from time to time specify in writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

9. **AMENDMENTS.** No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach whether of a like or different nature.

10. **FURTHER DOCUMENTS.** The parties agree to execute and deliver such further instrument and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

11. **SECTION CAPTIONS.** Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement or any provision hereof.

12. **SEVERABILITY.** Each provision of the Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

13. **GOVERNING LAW.** This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of the State of Florida.

14. **INDEMNITY; INSURANCE.** Subject to the provisions of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party, its officers, agents and employees from any claim, action, lawsuit, loss, damage, cost, judgement, liability or expense of any kind whatsoever rising out of any act, action, neglect, omission or failure to act for injuries or damages suffered as the result of its intentional misconduct or the negligent performance of the responsibilities outlined in this Agreement. Each party shall be responsible for determining whether to procure and maintain property/casualty insurance coverage on equipment and improvements owned by that party. IRSC will provide St. Lucie County BOCC with an insurance certificate with the BOCC named as an additional insured. The Certificate of Insurance shall be provided with the following information:

Certificate Holder:  
St. Lucie County BOCC  
2300 Virginia Ave.  
Fort Pierce, FL 34982

Description:

St. Lucie County BOCC, its officers, agents, and employees are named as additional insured for the purposes of the policy holders liability from its operation of a CDL Training Program at the St. Lucie County Fairgrounds at 15601 W. Midway Rd. Fort Pierce, FL 34945.

Notwithstanding the forgoing, both parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the parties 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 parties for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against either party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. **FILING AMENDMENT.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness. This Agreement may only be amended by written document signed by all parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

16. **EMERGENCY ACTIVATION.** The St. Lucie County Fairgrounds is a post emergency staging area for various agencies associated with storm recovery. In the event the Fairgrounds is mobilized as a post emergency staging area this Agreement is suspended for the duration of the Fairgrounds activation.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

\_\_\_\_\_  
**DEPUTY CLERK**

**BY:** \_\_\_\_\_  
**JAMIE FOWLER, CHAIR**

**APPROVED AS TO FORM AND  
CORRECTNESS:**

**BY:** \_\_\_\_\_

**ATTEST:**

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

**BY:** \_\_\_\_\_  
Timothy E. Moore, Ph.D.

**BY:** \_\_\_\_\_  
Christa Luna, Chair

**DATE:** January 27, 2026 \_\_\_\_\_

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Memoranda of Understanding with RiteLife Services, Inc. and Tykes and Teens Children’s Mental Health

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

**SUMMARY:**

Approval is requested for the following Memoranda of Understanding (MOUs)with RiteLife Services, Inc. and Tykes and Teens Children’s Mental Health to formalize strategic partnerships that support student mental health education, support, and student wellness initiatives, which are essential to student success, persistence, and degree completion. These MOUs expand the College’s capacity to address increasing student mental health needs through clearly defined roles, compliance safeguards, and fiscal accountability, while aligning with institutional priorities related to safety, and holistic student development. Board of Trustees approval ensures appropriate governance oversight of agreements that materially impact students and advance the College’s mission and strategic goals.

**ALTERNATIVE(S):** Inability to support the increasing student mental health needs

**FOR MOU’s:**

1. **TERM:**
  - a. RiteLife Services Inc. - July 1, 2025 – June 30, 2026
  - b. Tykes & Teens Children’s Mental Health – January 1 – December 31, 2026
2. **FISCAL IMPACT:** N/A
3. **TERMINATION:** 30 days written notice

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Floralba Arbelo Marrero

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26

June 3, 2025

## Memorandum of Understanding

Between RiteLife Services Inc.

And

Indian River State College

### Purpose

This Memorandum of Understanding (MOU) establishes a collaborative partnership between RiteLife Services Inc. (“RiteLife”) and Indian River State College (“IRSC”) to provide recovery support services, peer support, and case management for students in need. This partnership aims to promote student well-being, enhance academic success, and foster a supportive college environment.

### Scope of Services

RiteLife agrees to provide the following services to IRSC students:

#### 1. Recovery Support Services:

- Assistance for students recovering from substance use disorders.
- Group and individual recovery meetings on campus.

#### 2. Peer Support:

- Peer mentoring and guidance by trained recovery coaches.
- Facilitation of peer-led support groups to foster community and resilience.

#### 3. Case Management:

- Assessment of individual student needs.
- Development of personalized recovery and academic success plans.
- Referrals to community resources for additional support.

### Responsibilities of RiteLife Services Inc.

1. Provide qualified personnel trained in recovery and peer support services.
2. Maintain confidentiality and adhere to applicable laws, including HIPAA and FERPA, regarding student information.
3. Deliver quarterly reports to IRSC on the program’s progress and outcomes, while safeguarding student privacy.
4. Collaborate with IRSC to coordinate scheduling and facilities for on-campus services.
5. Capture and share data of connections and events.

### BOARD MEMBERS

Michael Pierpont

Jennifer Macharacek

Chandra Brown

Janice Greller

Angela Jones

Patrick Dyer

Cory Hulings

Lance Richard

Matt Hurst

Locations:

#### Peer Respite

705 Kitterman Rd.

Port St. Lucie, Fl.

34953

#### RCO

202 NE 2<sup>nd</sup> St.

Okeechobee, Fl.

34972

#### RCO PSL

6646 S Federal

Port St Lucie, Fl

34952

**Responsibilities of Indian River State College**

1. Assist in promoting the availability of RiteLife services to students, faculty, and staff.
2. Designate a point of contact to facilitate communication and collaboration between the two organizations.
3. Ensure students are informed of the voluntary nature of participation in the program.

**Duration and Termination**

This MOU is effective as of July 1, 2025 and will remain in effect for one year, with the option to renew upon mutual agreement. Either party may terminate this agreement with 30 days’ written notice.

**Confidentiality**

Both parties agree to protect the confidentiality of students receiving services and to comply with all relevant federal, state, and institutional regulations.

**Amendments**

This MOU may be amended by mutual written agreement of both parties.

**Signatures**

For RiteLife Services Inc.:

Name: Barbara Moody-Holbrook

Title: CEO

Date: \_\_\_\_\_

For Indian River State College: 

Name: Mariyudi Mejia, LCSW

Title: Director of Student Wellness

Date: 6/3/25



OFFICE OF STUDENT LIFE  
772-462-4706  
STUDENTLIFE@IRSC.EDU

12/12/25

**Dual Memorandum of Understanding**

**Purpose:**

This Memorandum of Understanding (MOU) establishes a collaborative partnership between Indian River State College (“IRSC”) and Tykes and Teens Children’s Mental Health to establish a formal partnership in support of efforts funded by the SAVE (Sexual Assault and Violence Education) Grant. This partnership aims to provide educational programming and resources that support initiatives under the SAVE Grant and address broader mental health and wellness needs within the IRSC community.

**Scope of Collaboration:**

**Objectives:**

- Provide prevention education and trauma-informed response training to students, faculty, and staff.
- Educate students, faculty and staff on the impact of trauma and stress on learning and development
- Provide tools to recognize and manage compassion fatigue and burnout.
- Promote positive mental health practices and coping strategies.
- Build a culture of wellness, support, and resilience on campus.

Under this agreement, Tykes and Teens Children’s Mental Health agrees to collaborate in the following areas:

**SAVE Grant Collaboration Services:**

- Collaborate with Indian River State College Student Wellness Program to deliver educational workshops, Trainings, or seminars on topics of Trauma-informed care and trauma-informed response to students<sup>1</sup>
- Offer professional development and training for IRSC faculty and staff on trauma-informed care and practices.

**Mental Health and Wellness Services:**

- Collaborate with the Student Wellness Program to deliver educational workshops, Trainings, or seminars on topics compassion fatigue, resilience, Mental Health and related areas
- Capture and share data of connections and events.



# Indian River State College

OFFICE OF STUDENT LIFE

772-462-4706

STUDENTLIFE@IRSC.EDU

## The College will:

- Coordinate logistics, including space, scheduling, and promotion of events.
- Encourage student participation through outreach and communication campaigns.
- Provide feedback on programming and identify areas for continued support.
- Designate a primary contact to liaise with Tykes and Teens staff.

## Term and Termination

- This MOU shall be effective as of the date signed below and shall remain in effect for **one (1) year**, with automatic renewals of one (1) year terms unless terminated by either party with thirty (30) days written notice.

## Funding and Compensation

- This MOU does not constitute a commitment of funds by either party. Any exchange of funds, if applicable, shall be governed by a separate written agreement.

## Public Records.

- This MOU is and any other documents made or received by the parties in connection with this MOU are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.

## Confidentiality

- Both Parties agree to maintain the confidentiality of sensitive information in compliance with all applicable laws, including FERPA and HIPAA where relevant.

## Independent Contractor

- The parties hereto have no authority to act for the other party except as expressly provided in this MOU. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the parties. This MOU shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither party shall be under any obligation to any third party by reason of this MOU or any term thereof.

## Background Screening

- Tykes and Teens Children's Mental Health represents and warrants that a criminal background check has been conducted on all employees who provide services under this MOU and that it will maintain records of such during the term of this MOU. Tykes and Teens Children's Mental Health agrees to provide proof of background checks upon



# Indian River State College

OFFICE OF STUDENT LIFE

772-462-4706

STUDENTLIFE@IRSC.EDU

request by the College. Tykes and Teens Children's Mental Health will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

### Non-Discrimination

- Both Parties agree to provide services and opportunities under this MOU without discrimination based on race, color, national origin, sex, disability, or any other protected category.

- **Point of Contact**

- **Indian River State College:**

Name:

Title:

Email:

Phone:

**For Tykes and Teens:**

Name: Anne Posey

Title: CEO

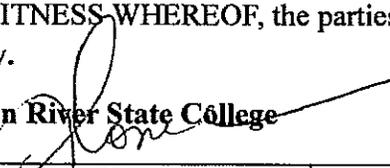
Email: APosey@tykesandteens.org

Phone: (772) 220-3439

### Signatures

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date written below.

**Indian River State College**

By: 

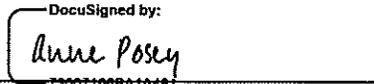
Name: Floralba Arbelo

Title: Associate Vice President

Date: 1/6/26

### **Tykes and Teens, Inc.**

DocuSigned by:

By: 

Name: Anne Posey

Title: CEO

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Memorandum of Understanding with Bastogne, Inc.

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

Board approval is requested for the following Memorandum of Understanding with Bastogne, Inc. IRSC and Bastogne, Inc. wish to cooperate to jointly develop a submission to the U.S. Department of Defense (WAR) for an OTA award for modernizing the navy, including establishing additional ship-building capability, developing drone arsenals, talent acquisition and workforce training.

**ALTERNATIVE(S):** N/A

**FOR MOU:**

1. **TERM:** 90 days
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** Upon ninety (90) days, unless extended or earlier terminated by mutual agreement.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Angela Browning

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26

# **MEMORANDUM OF UNDERSTANDING**

December 17, 2026

## **Parties**

THE PARTIES to this Memorandum of Understanding are Indian River State College (“IRSC”), 3209 Virginia Ave, Fort Pierce, FL 34981, and Bastogne, Inc. (“Bastogne”), 79-03 60<sup>th</sup> Street, Ridgewood, NY 11385.

## **Recitals**

IRSC and Bastogne wish to cooperate to jointly develop a submission to the U.S. Department of Defense (War) for an OTA award for modernizing the navy, including establishing additional ship-building capability, developing drone arsenals, talent acquisition and workforce training.

## **Agreement**

IRSC and Bastogne hereby agree as follows:

1. IRSC and Bastogne will jointly prepare a sole source proposal to the U.S. Department of Defense for an OTA award or multiple awards (which may include research, prototype development and production) to develop the advanced ship-building capabilities and related compute, communications, command and control, and offensive and defensive capabilities described in Exhibit A attached.
2. It is anticipated that IRSC will be the prime contractor and that Bastogne will be the principal subcontractor. Additional subcontractors will be identified in the proposal as agreed by IRSC and Bastogne.
3. IRSC and Bastogne shall each bear their own costs for the efforts of developing and submitting the proposal.
4. Upon agreement of IRSC and Bastogne, the proposal will be submitted to the U.S. Department of Defense.

5. All information shared between IRSC and Bastogne, other than information included in any proposal to the DOD, will be governed by the Nondisclosure Agreement dated December 17, 2025 between IRSC and Bastogne.
6. This Memorandum of Understanding shall be construed in accordance with and governed by the laws of the State of Florida.
7. This Memorandum of Understanding shall expire ninety (90) days from the date first written above, unless extended or earlier terminated by mutual agreement of IRSC and Bastogne.

**Execution**

IN WITNESS WHEREOF, the parties have executed this Memorandum.

INDIAN RIVER STATE COLLEGE

BASTOGNE, INC.



\_\_\_\_\_  
Name:  
Title:



\_\_\_\_\_  
Name: Gregory Brook  
Title: Co-Founder, COO

## Appendix A

- Testing and training ranges for drone arsenal development,(energetics, weapons testing, integration)
- Compute development
- Integrated systems testing
- Data gathering fusion
- Software development
- Knowledge exchange programs ( ukraine/israel/others)
- Scaleable manufacturing
- Industry partner integration
- Workforce training and reindustrialization for ship retrofit and AI Mission Module development (partnering with NASSCO, General Atomics, and others)
- SMR development
- Shipbuilding and advanced manufacturing
- Talent acquisition
- Offices and industrial capacity.

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Memorandum of Understanding with Southern New Hampshire University

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

Board approval is requested for the following Memorandum of Understanding with Southern New Hampshire University to provide graduate level options for Indian River State College students, staff, and family members.

**ALTERNATIVE(S):** N/A

**FOR MOU:**

1. **TERM:** December 12, 2025 – December 12, 2030
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** Upon ninety (90) days written notice to the other party.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Calvin Williams

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26



## Memorandum of Understanding

Southern New Hampshire University  
and  
Indian River State College

### I. PURPOSE

Southern New Hampshire University (“SNHU”) and Indian River State College (“IRSC”), in the spirit of academic cooperation, and to facilitate the enrollment of graduates of IRSC in SNHU graduate-level programs, hereby do enter into an memorandum of understanding (“MOU”). Successful implementation of the MOU is dependent upon communication of its content to all involved participants and the assumption of responsibility by both institutions for such communications. The terms of this MOU apply only to SNHU’s standard course-based online degree programs. This MOU does not apply to any other SNHU program or coursework, including specialty/cohort programs, day programs, and coursework provided by the SNHU’s college campus.

### II. SNHU Responsibilities

- 1) During the term of this MOU, SNHU will offer to IRSC graduates with an associate degree or higher (“IRSC Alumni”), all current IRSC faculty and staff (“IRSC Employees”), and IRSC Employees’ spouses or domestic partners and children (“IRSC Family Members”) who identify IRSC on their SNHU online discount application a 10% tuition discount. No tuition credit, or refund shall be made retroactively for any IRSC Employees, IRSC Family Members, or IRSC Alumni already enrolled at SNHU on the date of execution of this MOU; however, the tuition discount shall be applied to such IRSC Employees, IRSC Family members, or IRSC Alumni for course enrollments following the execution of this MOU.
- 2) SNHU agrees to waive fees associated with applying to SNHU graduate-level programs for all IRSC Alumni and IRSC Employees. SNHU additionally agrees to waive all Graduate Record Examination (GRE) or Graduate Management Admission Test (GMAT) requirements for admission to SNHU graduate-level programs for all IRSC Alumni and IRSC Employees.
- 3) SNHU agrees to provide invitations to IRSC students to SNHU-hosted career webinars and workshops.
- 4) SNHU may change its tuition rates at any time at its sole discretion, and the tuition discount reduction will be calculated based on the current tuition in effect for the applicable academic term for the enrolled program. Eligible IRSC Employees, IRSC Family Members, and IRSC Alumni shall not be entitled to any other reduction and are subject to all other admission and continuation requirements as set forth in the respective SNHU policies and catalogs.
- 5) SNHU agrees to provide IRSC, at their request, with an annual update of student enrollment, to include general data on how many students have enrolled at SNHU.
- 6) SNHU’s University Partnerships Transfer Team will assist IRSC students in selecting IRSC courses that align with foundational graduate requirements at SNHU, minimizing or eliminating the need for additional foundation coursework.



- 7) SNHU University Partnerships Transfer Team will proactively review IRSC's bachelor's coursework and enter equivalencies into our system to streamline waiver processes and ensure a seamless transition into graduate study.
- 8) IRSC Students will receive a Preliminary Transfer Credit Evaluation ("PTCE") upon request ([Request a PTCE](#)) confirming that they meet graduate admission requirements prior to engaging with an SNHU Admissions Counselor.
- 9) SNHU University Partnerships Transfer Team will serve as a direct liaison between IRSC Alumni and students and SNHU Graduate Admissions in cases requiring additional support.
- 10) Admission criteria, academic requirements, and other admission requirements will be subject to the applicable academic catalog accessed through [snhu.edu](http://snhu.edu) at the time of the students' admission. Students who have begun their SNHU program of study or students in the process of enrolling prior to the effective date of any without cause termination will be grandfathered in to continue receiving the discount offered in this MOU until such time such students complete or discontinue enrollment in their program.

### **III. IRSC Responsibilities**

- 1) IRSC agrees to notify students of enrollment opportunities to SNHU by:
  - a. listing SNHU as a partner on IRSC articulation web pages;
  - b. providing access to IRSC Alumni through mailing lists one time per term;
  - c. supporting additional collaboration with SNHU on other forms of communication; and
  - d. Hosting SNHU representatives on campus or virtually for recruitment activities during the academic school year.

### **IV. General Provisions**

- 1) This MOU is effective as of the date of the fully executed document and shall continue for five years or until otherwise terminated. Both parties must approve amendments to the MOU in writing. Either party may terminate the MOU upon ninety days' written notice to the other party. Notwithstanding the foregoing, either party may terminate the MOU immediately if participation may give rise to a violation of any requirement of federal or state law or regulation or the requirements of any accrediting agency having jurisdiction.
- 2) Parties shall have the relationship of independent contractors for all purposes. Each will have complete control over its own performance and the details for accomplishing its own obligations under this MOU. In no event will the agents, representatives, or employees of one party be deemed to be agents, representatives, or employees of the other.
- 3) Parties agree to make efforts in good faith to resolve all disputes between themselves. This shall not limit the parties' ability to pursue other remedies.
- 4) Use of trademarks, service marks, and logos will comply with use policies of the originating institution. Requests for use of SNHU's trademarks and service marks should be made to [marketingops@snhu.edu](mailto:marketingops@snhu.edu). Parties shall discontinue the use of the licensed marks and return all files and materials containing the licensed marks supplied by the owner at termination or expiration of the MOU. Neither party grants to the other any interest in the originating party's trademarks. Should either originating institution request, in writing, that a particular use of the



originating institution's trademarks and/or service marks be discontinued, the non-originating institution shall cease and desist such use of the trademarks and/or service marks.

**V. CONTACTS FOR COORDINATION:**

All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage prepaid, addressed as follows:

If to Southern New Hampshire University:  
Gayla Freelon, Sr. Director, University Partnerships  
Southern New Hampshire University  
2500 North River Road  
Manchester, NH 03106  
603.851.4942 | [g.freelon@snhu.edu](mailto:g.freelon@snhu.edu)

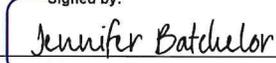
If to Indian River State College:  
Dr. Timothy E. Moore, President  
Indian River State College  
3209 Virginia Avenue  
Fort Pierce, FL 34981  
[timmoore@irsc.edu](mailto:timmoore@irsc.edu)

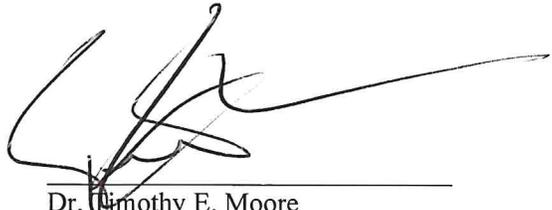
or to such other persons or places as either party may from time to time designate by written notice to the other.

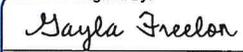


DATE: 12/12/25

APPROVALS:

Signed by:  
  
\_\_\_\_\_  
Dr. Jennifer Batchelor  
Executive Vice President, Provost  
Southern New Hampshire University

  
\_\_\_\_\_  
Dr. Timothy E. Moore  
President  
Indian River State College

DocuSigned by:  
  
\_\_\_\_\_  
Gayla Freelon  
Manager of MOU  
Sr. Director, University Partnerships  
Southern New Hampshire University

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** OpenEDG Education Partner Program Agreement

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

IRSC Continuing Education seeks to become an Education Partner with the Open Education and Development Group (OpenEDG) for the purposes of collaborating on IT certification exams, including the Python exam that is foundational to our AI programming. Program participation is free to non-profits and may result in discounted exam vouchers for students.

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** There is no cost for the partner program

**PRESIDENT’S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Dr. Stephanie Etter

DATE: 1/5/26

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BOARD ACTION:

DATE: 1/27/26

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# OpenEDG Education Partner Program Agreement

This Agreement is presented by the Open Education and Development Group (“OpenEDG”) in connection with the submission of an application by an entity or individual (the “Applicant”) to become an authorized OpenEDG Partner. By submitting the application to become an OpenEDG authorized partner, the Applicant agrees to adhere to the terms and conditions set forth in this Agreement. Upon acceptance of the application by OpenEDG, the Applicant shall be referred to as the “Partner”. Once the application is accepted, OpenEDG and the newly authorized Partner will collectively be known as the “Parties” within the framework of this Agreement.

This Agreement aims to define the terms governing the Partner's participation in the OpenEDG Education Partner Program (OEPP) and their use of OpenEDG resources and associated services, including but not limited to Edube Interactive (edube.org) and the OpenEDG Testing Service Platform (TestNow™).

By engaging with and utilizing the services and resources offered under the OEPP, the Partner hereby acknowledges and agrees to adhere to the stipulated Terms and Conditions outlined in this Agreement.

This Agreement is intended to facilitate the Partner's access to and utilization of OpenEDG's resources and services, aiming to enhance their operational or educational outcomes.

## Recitals

WHEREAS, the Open Education and Development Group (“OpenEDG”) is committed to fostering educational advancement and professional development in the fields of Information Technology, programming, and related technologies;

WHEREAS, OpenEDG offers the OpenEDG Education Partner Program (OEPP), an educational membership initiative with the purpose of enhancing educational collaboration and resource sharing;

WHEREAS, the OEPP aims to provide its members with access to a range of OpenEDG resources, including but not limited to, OpenEDG marketing materials, official courseware, Edube Interactive Learning Management System (LMS), and the OpenEDG curriculum, thereby enabling these institutions to create and deliver comprehensive training courses;

WHEREAS, the partnership under the OEPP is intended to support and promote joint educational endeavors, such as the development and delivery of training curriculums, assessment solutions, certification programs, and professional career paths in IT and programming;

WHEREAS, OpenEDG is dedicated to building and supporting networks and communities of aspiring programmers, IT specialists, and organizations, with a focus on fostering a modern, educated, and digitally skilled society;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties agree to collaborate and engage in activities and initiatives as outlined in this Agreement, in accordance with the terms and conditions stipulated herein.

## 1. Access to OpenEDG Educational Resources

- A. **Resource Provision:** OpenEDG shall provide the Partner with comprehensive educational resources, including the Edube Interactive Learning Management System (LMS) and OpenEDG curriculum.
- B. **Content Usage:** The Partner acknowledges that while OpenEDG aims to support the Partner's objective of offering high-standard education, the final responsibility for the use and adaptation of the provided content rests with the Partner.
- C. **Resource Updates:** OpenEDG provides educational resources, including the Edube Interactive Learning Management System (LMS) and OpenEDG curriculum, on an "as is" basis to the Partner. The resources may undergo updates, however OpenEDG does not guarantee regular updates nor does it provide warranties regarding the timeliness or frequency of such updates. The updates, when made, aim to align with current industry standards and technological advancements.

## 2. Enhancement of Educational Offerings

- A. **Curriculum Enhancement:** The Partner is granted the right to utilize OpenEDG's official courseware and teaching tools to enhance their educational programs.
- B. **Content Quality and Relevancy:** OpenEDG endeavors to provide content that is of a high standard and relevant to current industry practices. This is done on a best-effort basis without any express or implied warranties regarding the quality, accuracy, or timeliness of the content. OpenEDG does not guarantee that the content will always reflect the most current industry standards or educational practices, and it is the Partner's responsibility to ensure that the content meets their specific educational needs and objectives.

## 3. Resource Access Information and Partner Obligations

- A. **Information Dissemination:** The Partner is required to actively inform their students and relevant stakeholders about the availability of OpenEDG study resources. This includes detailed information on how to access these resources and any specific procedures or criteria that must be met to gain access.
- B. **Effective Utilization:** The Partner must ensure that information provided about OpenEDG resources is clear and comprehensive, enabling students and other beneficiaries to

effectively utilize these resources for their educational and professional development. This may involve guidance sessions, instructional materials, or direct assistance in accessing the resources.

- C. **Promotion of Resource Benefits:** In addition to informing about access, the Partner should highlight the benefits and value of using OpenEDG resources, such as enhanced learning experiences, skill development opportunities, preparation for industry exams, and the potential for career advancement through the acquisition of new knowledge and certifications.
- D. **Regular Updates:** The Partner is responsible for keeping abreast of any changes or updates to the OpenEDG resources and ensuring that this information is promptly and accurately communicated to their students. This includes updates to the content, access procedures, or any new resources that become available.
- E. **Feedback Mechanism:** The Partner should establish a feedback mechanism to gather students' experiences and suggestions regarding the OpenEDG resources. This feedback will be valuable for both the Partner and OpenEDG in understanding the effectiveness of the resources and identifying areas for improvement.
- F. **Compliance with Guidelines:** All communications and promotional activities related to OpenEDG resources by the Partner must comply with the guidelines provided by OpenEDG, ensuring consistency, accuracy, and alignment with OpenEDG's branding and messaging standards.

## 4. Branding and Recognition

### A. Use of Trademarks

- a. **Conditional Authorization:** The Partner is authorized to use the OpenEDG, Python/JS/C++ Institute Program, and Education Partner logos for branding purposes only when they maintain an active subscription with the OpenEDG Education Partner Program. This authorization is not extended to Partners who only have demo accounts or inactive subscriptions.
- b. **Trademark Guidelines Compliance:** The use of these trademarks must be in strict compliance with OpenEDG's trademark guidelines, which may be updated from time to time. The guidelines are accessible at [openedg.org/brand-resources](https://openedg.org/brand-resources), [pythoninstitute.org/brand-resources](https://pythoninstitute.org/brand-resources), [js.institute/brand-resources](https://js.institute/brand-resources), and [cppinstitute.org/brand-resources](https://cppinstitute.org/brand-resources). The Partner is required to regularly review these guidelines to ensure ongoing compliance.

### B. Brand Association

- a. **Authorized Collaboration:** This Agreement recognizes the Partner as an authorized Education Partner but only during the period of their active subscription with the OpenEDG Education Partner Program.
- b. **Leveraging Brand Value:** As an authorized Education Partner, the Partner is enabled to leverage the brand value of OpenEDG in their promotional activities, enhancing their own brand presence and credibility in the educational sector. This privilege is contingent upon maintaining the status of an active subscription.

## 5. Financial Terms and Support

- A. **Granting of Full Access:** Upon establishing an active, paid subscription with the OpenEDG Education Partner Program, the Partner is granted full access to all program features and benefits. This comprehensive access includes, but is not limited to, the discounts, resources, and the ability to establish an OpenEDG Testing Center as detailed in this Agreement.
- B. **Active Subscription Requirement:** Full access to program features is exclusively available to Partners who maintain an active, paid subscription. In the event that a subscription becomes inactive or unpaid, access to these features and benefits will be suspended until the subscription is reactivated.
- C. **Incentive Structure:**
  - a. **Discount Availability:** OpenEDG offers discounts on exams, practice tests, and learning products to the Partner, provided the Partner has an active, paid subscription with the OpenEDG Education Partner Program.
  - b. **Subscription-Dependent Benefits:** These discounts are not available to Partners with inactive or unpaid subscriptions, or those using only demo accounts.
- D. **Testing Center Provision:**
  - a. **Establishment of Testing Center:** Subject to the terms of this Agreement, the Partner with an active, paid subscription is permitted to establish an OpenEDG Testing Center. This provision is intended to facilitate revenue generation and enhance the services offered by the Partner.
  - b. **Compliance and Terms:** The establishment and operation of the Testing Center must comply with specific terms and conditions set forth by OpenEDG, which are made available to the Partner upon entering into an active subscription agreement.

## 6. Professional Development

- A. **Instructor and Proctor Certification:** OpenEDG provides a limited number of free exam vouchers for the OpenEDG Certified Instructor and OpenEDG Certified Proctor programs to the Partner's educators and staff.
- B. **Skill Enhancement:** These certifications aim to enhance the professional skills of the Partner's team, contributing to the overall educational quality.

## 7. Tracking and Assessment Tools

- A. **Monitoring and Assessment:** OpenEDG grants access to its tracking systems, enabling the Partner to monitor students' learning progress and exam results.
- B. **Academic Standards:** This tool assists in maintaining high academic standards and effective teaching methodologies.

## 8. Visibility and Networking

- A. **Partner Recognition:** OpenEDG will list the Partner in its directory of Education Partners and provide a partnership certificate, provided the Partner has an active, paid subscription with the OpenEDG Education Partner Program
- B. **Promotional Opportunities:** The Partner will receive website listing and other promotional recognitions after their initial exam purchases and/or when the Partner has an active, paid subscription with the OpenEDG Education Partner Program.

## 9. Commitment to Education

- A. **Quality Education:** The Partner commits to promoting quality education and skill development in alignment with OpenEDG's standards.
- B. **Global Contribution:** Through this collaboration, the Partner joins a global effort to enhance programming skills and digital literacy.

## 10. Confidentiality of Information

The Partner's records, encompassing class schedules, student profiles, and other data, are treated with the utmost confidentiality. They may only be shared with third parties, such as OpenEDG Channel Partners or OpenEDG affiliates, under specific conditions that align with privacy and data protection regulations. The Partner is entitled to access their records upon providing reasonable notice, ensuring transparency and accountability in the handling of their data.

## 11. Use of Data

- A. **Non-Personally Identifiable Data Collection and Usage:**
  - a. **Non-Personally Identifiable Data:** OpenEDG utilizes IP addresses and other non-personally identifiable data for website management and analytical purposes. This includes understanding user behavior, improving site functionality, and enhancing overall user experience.
  - b. **Anonymization and Confidentiality:** This data is anonymized and is used internally within OpenEDG on a strict need-to-know basis, ensuring the maintenance of user privacy.
- B. **Non-Anonymized Data Collection and Usage:**
  - a. **Necessity of Personal Data:** For the purpose of tracking student progress, performance, and exam session details, some data cannot be anonymized as it is intrinsically linked to specific credentials and individual achievements.
  - b. **Retention Period:** This non-anonymized data will be retained for a period deemed necessary by OpenEDG for educational, certification, and regulatory purposes. The duration of retention will be in line with applicable laws and standards, ensuring that the data is kept only as long as it is required for its intended purposes.

- c. **Confidential Handling:** Despite being non-anonymized, this data will be handled with the utmost confidentiality and security, adhering to data protection regulations and ensuring that individual privacy rights are respected.
- C. Security of Student and Test Candidate Records:**
- a. **Data Storage and Security:** OpenEDG commits to storing all student and test candidate records in accordance with the highest security standards. This includes using advanced security measures to protect against unauthorized access, alteration, disclosure, or destruction of these records.
  - b. **Access and Revocation Rights:** Students and test candidates have the right to access their records held by OpenEDG. Additionally, they retain the right to request the modification or revocation of their data. OpenEDG will comply with such requests in accordance with applicable data protection laws and regulations.
  - c. **Data Privacy Compliance:** OpenEDG's handling of personal data, including access, storage, and revocation, will be in strict compliance with relevant data privacy laws and regulations, ensuring the protection and confidentiality of individual records.

## 12. Agreement Duration

The Agreement becomes effective from the date it is signed by both parties (the Date of Commencement) and will remain valid indefinitely. This open-ended duration allows for an ongoing relationship and continuous access to resources and support, with the flexibility to adapt to changing needs and circumstances. Termination of the Agreement by either party must follow the procedures outlined in the termination clauses, ensuring a structured and predictable process for disengagement.

## 13. Termination of Agreement

The Agreement provides both OpenEDG and the Partner with the right to terminate their partnership at any stage, subject to the following provisions:

- A. **Voluntary Termination:** Either OpenEDG or the Partner may terminate this Agreement at any time by providing a written notice of termination. The notice period for voluntary termination shall be 30 days unless otherwise specified in this Agreement.
- B. **Termination for Cause:** If either party commits a material breach of any of the terms and conditions of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching party must first provide written notice of the breach and allow a cure period of 30 days. If the breach is not remedied within this period, the non-breaching party has the right to terminate the Agreement immediately.
- C. **Effects of Termination:** Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will cease, except for any rights and obligations that, by their nature, should survive termination (including, but not limited to, obligations relating to confidentiality, data usage, and intellectual property rights).

- D. **Obligations on Termination:** Upon termination, the Partner must cease the use of all OpenEDG resources, materials, and trademarks, and must destroy or return all copies of such materials in their possession or control to OpenEDG.
- E. **Final Settlement:** OpenEDG will provide a final settlement of any outstanding financial matters or obligations between the parties within a reasonable period following the termination date.
- F. **Data Retention and Deletion:** Post-termination, OpenEDG will retain or delete the Partner's data in accordance with legal requirements and OpenEDG's data retention policy. The Partner may request the return or deletion of their data, subject to applicable laws and regulations.
- G. **No Liability for Termination:** Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of that party under this Agreement or applicable law.
- H. **Right to Suspend:** OpenEDG reserves the right to suspend the Partner's account and access to all related services and resources under specific conditions. These conditions include, but are not limited to, non-compliance with the terms of this Agreement, payment delinquencies, security concerns, or legal and regulatory requirements. During the period of suspension, the Partner will not have access to OpenEDG resources, services, or support, and any ongoing use or access to OpenEDG materials or trademarks must cease immediately. OpenEDG shall not be liable for any loss, damage, or inconvenience suffered by the Partner as a result of the suspension, provided that the suspension was enacted in good faith and in accordance with the terms of this Agreement. The duration and terms of suspension will be communicated to the Partner, along with any conditions necessary for reinstatement, where applicable.

## 14. Restrictions on Technology Use

- A. **Use and Modification Restrictions:** The Partner is expressly prohibited from reverse engineering, decoding, disassembling, reproducing, or modifying OpenEDG's proprietary technology without explicit written consent from OpenEDG. This includes any actions that would infringe upon or compromise the intellectual property rights of OpenEDG.
- B. **Access Limitations:** The Partner's access to and use of OpenEDG's technology are strictly confined to the boundaries set by this Agreement. This ensures the protection of OpenEDG's intellectual property and technological assets while providing the Partner with the necessary tools and resources under the agreed terms.
- C. **Prohibition of Sublicensing:** The Partner is not permitted to sublicense, assign, or transfer any rights related to OpenEDG Technology without prior written consent from OpenEDG.
- D. **Ownership and Rights:** All rights, title, and interest in OpenEDG Technology remain exclusively with OpenEDG. This unambiguously establishes and upholds OpenEDG's complete ownership and proprietary rights over its technological resources.

## 15. OpenEDG Curriculum Use and Intellectual Property Rights

- A. **Curriculum Usage Restrictions:** The Partner is expressly prohibited from copying, modifying, distributing, or creating derivative works based on the OpenEDG curriculum without explicit written consent from OpenEDG. This includes any actions that might infringe upon or compromise the intellectual property rights associated with the OpenEDG curriculum.
- B. **Access and Utilization:** The Partner's access to and utilization of the OpenEDG curriculum is strictly limited to the terms outlined in this Agreement. The curriculum is provided to aid in educational and instructional purposes under the agreed conditions, ensuring both adherence to quality standards and protection of OpenEDG's intellectual property.
- C. **Prohibition of Unauthorized Distribution:** The Partner is not permitted to sublicense, sell, lease, or otherwise distribute the OpenEDG curriculum or any of its components to third parties without prior written consent from OpenEDG. This clause is essential to maintain the integrity and controlled dissemination of the OpenEDG educational content.
- D. **Intellectual Property Ownership:** All rights, title, and interest in the OpenEDG curriculum, including any updates or modifications thereof, remain exclusively with OpenEDG. This clause unambiguously establishes and protects OpenEDG's ownership and rights over its educational materials.

## 16. No Partnership

- A. **Independent Entities:** This Agreement shall not be construed to create a partnership, joint venture, or agency relationship between the parties. Each party to this Agreement is and shall remain an independent entity, responsible for its own actions, and does not have the authority to bind the other party in any manner.
- B. **No Implied Relationships:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties. The conduct and control of the business and operations of each party remain solely with that party.
- C. **Liability and Obligations:** Each party acknowledges and agrees that they shall not represent themselves as an agent, partner, or legal representative of the other party. Furthermore, neither party shall be liable for the debts, obligations, or liabilities of the other party, nor shall any party have the authority to incur any debt, obligation, or liability on behalf of the other party.
- D. **Public Representation:** The Partner is expressly prohibited from making any statement, whether orally or in writing, that would contradict the terms of this clause or imply a partnership or agency relationship with OpenEDG.
- E. **Clarification of Terminology:** The terms "Partner" and "Education Partner" as used in this Agreement are for naming and identification purposes only. They do not imply, confer, or create any legal status, rights, or obligations different from those explicitly outlined in this Agreement.

- a. **No Legal Effect:** The designations “Partner” and “Education Partner” do not create, constitute, or imply a legal partnership, joint venture, agency, or any other legal relationship between OpenEDG and the Partner beyond the scope of this Agreement. They are solely terms used to describe the entities participating in the OpenEDG Education Partner Program.
- b. **Independent Status:** Both OpenEDG and the Partner maintain their status as independent entities. The terms “Partner” and “Education Partner” do not reflect any change in this independent status nor do they authorize either party to act as a legal representative or agent of the other.
- c. **Limitation on Representation:** The Partner agrees not to represent themselves in any manner that contradicts this clarification. Any public or private representation or action suggesting a legal partnership or agency relationship beyond the scope of this Agreement is strictly prohibited.

## 17. Whole Agreement

This Agreement, including all its annexes, appendices, and any referenced documents, constitutes the entire agreement between OpenEDG and the Partner. It represents the full and complete understanding of the parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

## 18. Supersession Clause

This Agreement nullifies and supersedes all prior communications, representations, agreements, and understandings, both oral and written, between the parties relating to the subject matter of this Agreement. The terms of this Agreement shall prevail over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties during the term of this Agreement unless such terms are expressly agreed to in writing by both parties.

## 19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of law principles. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the courts of the State of Delaware, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

## 20. Electronic Signature Clause

- A. **Consent to Electronic Signatures:** The parties to this Agreement agree and consent to the use of electronic signatures as a valid means of executing this Agreement. The parties acknowledge that electronic signatures shall be considered as valid and binding as traditional handwritten signatures.

- B. **Electronic Execution:** This Agreement and any amendments or related documents required to be signed under this Agreement may be executed electronically. An electronic signature shall consist of a symbol or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document.
- C. **Legal Recognition:** Electronic signatures used in connection with this Agreement shall be deemed to satisfy any laws or regulations requiring a signature, and shall be subject to the provisions of any applicable law governing electronic signatures, such as the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) in the United States, or other similar legislation in different jurisdictions.
- D. **Retention of Electronic Documents:** Each party agrees to retain a copy of any electronic documents bearing an electronic signature in a form that accurately reflects the document and allows for its subsequent reproduction. The parties also agree to maintain adequate backup copies to prevent the loss of such documents.
- E. **Non-Duplication:** Each party agrees that they will not contest the validity or enforceability of electronic signatures or any electronically executed documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby.

## 21. Miscellaneous

- A. **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall not affect the remainder of this Agreement, which shall remain valid and enforceable to the fullest extent permitted by law. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely matches the intent of the original provision.
- B. **Waiver:** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- C. **Amendments:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.
- D. **Assignment:** Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by either party without the prior written consent of the other party, except as otherwise provided herein.
- E. **Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, terrorism, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- F. **Headings:** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- G. **Inclusivity of Terms:** Unless the context clearly indicates otherwise, words in the singular include the plural, and words in the plural include the singular.

## **Execution**

In Witness Whereof, this Agreement is executed by the Applicant as of the date of their application submission, which shall be acknowledged as the effective date of this Agreement.

## **Acknowledgment**

This Agreement is signed by the Applicant on the date of their application submission. The Agreement shall come into effect from this date of submission.

## **Closing Remarks**

We look forward to a mutually beneficial relationship and the success that our cooperation will bring. Thank you for your commitment and trust in OpenEDG.

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Operation Agreement between Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

Board approval is requested for the following Operation Agreement between Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

**ALTERNATIVE(S):** No School Resource Officer at the College

**FOR CONTRACTS:**

1. **TERM:** January 1 – December 31, 2026
2. **FISCAL IMPACT:** \$110,000
3. **TERMINATION TERMS:** Upon sixty (60) days written notice to the other party.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Don Bergmann

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26

OPERATION AGREEMENT

Between the Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program.

THIS AGREEMENT, made and entered into this 5th day of January 2026 by and between the DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE OF ST. LUCIE COUNTY, FLORIDA ("College"), and THE CITY OF FORT PIERCE, FLORIDA ("City").

WITNESSETH:

WHEREAS, the College and the City desire to provide law enforcement and related services to Indian River State College; and

WHEREAS, the College and the City recognize the proven, outstanding benefits of the School Resource Officer Program ("Program") to the citizens of St. Lucie County, Florida; and particularly to the students, faculty, and the administration of the Indian River State College of St. Lucie County, Florida; and

WHEREAS, it is in the best interest of the College, the City and the citizens of St. Lucie County to continue this program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the College and the City hereby agree as follows:

**ARTICLE I. STAFFING AND FUNDING.**

The City shall provide School Resource Officers as follows:

**A. Number of School Resource Officers and Term**

1. The City shall assign one (1) regularly employed police officer to Indian River State College. This agreement may be renewed upon written agreement by both parties. The police officer assigned to the Program shall be known as School Resource Officer ("SRO"). He/She will provide instructions in the various aspects of law enforcement education to all students. He/She shall be available to, and work cooperatively with the College in providing technical assistance in situations involving possible violation of state and local laws or in any situation which may threaten the welfare and safety of the students, staff, or faculty.
2. The City shall assign one Police Supervisor to oversee the Police officer assigned, chosen by Fort Pierce Police Department Command. This Supervisor shall be paid by the City. In the event of a long-term illness or injury, another regularly employed officer may be used as a replacement or substitute. An Officer used as a replacement

or substitute will be approved by SRO Supervisor, and the Indian River State College Director of Campus Safety and Security will have input.

B. **Financial Management:** The College shall pay the City the amount of \$110,000.00 for the Program, to be adjusted in the event of non-funding by the City and/or the College. The City provides salary, benefits and all necessary equipment and standard training costs for the officers unless otherwise specified or agreed to in writing by both parties and all costs of the assigned Supervisor. Payment shall be made upon the submission of quarterly invoices by the City's Comptroller.

C. **General Operation Management:**

1. The Director of Campus Safety and Security or his/her designee shall be the contact person at the Indian River State College.
2. An Evaluation of the effectiveness of the program will be made at the end of each college year by the Director of Campus Safety and Security and the SRO Supervisor.
3. The City shall be responsible for the control, direction, and all aspects of employment of the police officer assigned to the Program. The City will furnish uniforms, law enforcement equipment, and marked patrol vehicles for all officers assigned to the Program.
4. The City may dismiss or reassign an SRO based on violation of Police Department rules, regulations and/or Police Department orders, or when it is in the best interest of the citizens of Fort Pierce; however, the number and location of assignments shall remain as specified in Section A.1 above. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of extended illness or injury and a period exceeding thirty (30) college days arises without availability of a qualified replacement or substitute SRO, the College may adjust the amount of monies paid to the City accordingly.
5. The SRO may be reassigned without cause during the course of this Agreement, and the placement of SROs shall be a City decision based on a joint, cooperative effort with the Indian River State College and the Director of Campus Safety and Security.
6. It shall be understood, that in order to maintain the high standards of professionalism required of police officers assigned as SROs, that all SROs may and will be off campus at various times to attend mandatory training. When appropriate and not conflicting with City scheduling, the SROs shall also be available for in-service training provided by the College and non-student days and/or early release days.

D. **Monthly Activity:** Standard monthly activity sheets shall be kept and a copy furnished to the Chief Security Supervisor by the 10th day of each month. This report/record will also be kept year to date by the SRO.

E. **Regular Duty Hours of School Resource Officers.** Each SRO shall be assigned on a full-time basis of eight (8) hours during those days that the college is in regular session and students are in attendance. Regular duty will not exceed forty (40) hours per week. It is understood that all duties required herein will be performed during the SROs regular duty. The SRO may be temporarily reassigned by the City during college holidays and vacations, or during a period of a law enforcement or college emergency. The SROs hours may be altered to meet the needs of the City or the College.

F. **Regular Duties of School Resource Officers.**

1. The SRO is first and foremost a law enforcement officer. The SRO shall conduct themselves as follows:

a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the Director of Campus Safety and Security of the college aware of such action. At the Indian River State College, Director of Campus Safety and Security's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the college and related college functions, to the extent that the SRO may do so under the authority of the law.

(1). The SRO will in no way be hindered in making an arrest or conducting criminal investigations.

(2). In the event of a trespasser on campus, the SRO will be notified immediately, and at the discretion of the Director of Campus Safety and Security, a staff member may accompany or meet the SRO at the location of the trespasser.

b. The SRO shall give assistance to Fort Pierce Police Department officers and other law enforcement officers in matters regarding his college assignment, whenever necessary.

c. Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to State Statute, law enforcement policy and legal requirements with regard to such interviews.

d. The SRO shall not act as a college disciplinarian, as disciplining students is a college responsibility. However, the SRO shall be notified anytime an administrator is called to a classroom or involved in an incident that may have criminal implications. If the incident is of a college discipline nature, the SRO will not become involved. If the incident is of a criminal nature, the SRO will take appropriate action. SROs will continue to make probable cause and warrant arrests on campus. As per past SRO policy, a college staff member will escort the student and take them to the dean's or SRO's office (unless there is cause to believe the student is or will be violent and/or an escape risk). The arrest will take place in an office, and the student may be handcuffed in the office at the discretion of the SRO. The SRO will be immediately notified of the discovery of any type of weapon or any quantity of drugs, to include alcohol, (no matter how small) found on campus.

- e. The SRO shall move freely on campus during the beginning of the college day, class breaks, lunches, and the end of the day. The aforementioned movement prohibits students from predicting the SROs location.
  - f. The SRO may be absent from campus to book arrestees, attend court, depositions, and state attorney hearings and other law related duties.
  - g. The SRO shall wear the standard Police Department uniform except when approved by his or her Supervisor on special occasions.
  - h. During their regular duty hours, SROs will meet at a time and location as determined necessary by the City's Police Department Supervisor, for the purpose of providing briefings on criminal or current activities, training, administrative or supervisory concerns, and other practices commonly performed during a law enforcement roll call. The SRO will also have a weekly campus critique with the Indian River State College, Director of Campus Safety and Security or the Director's designee to coordinate daily activities.
  - i. The SRO shall supply copies of all police reports that may be generated by the SRO in relation to his/her assigned college to the Indian River State College, Director of Campus Safety and Security. Any report containing departmental or legally mandated confidentiality will be marked as "CONFIDENTIAL" and redacted, as appropriate, prior to submission to the Indian River State College, Director of Campus Safety and Security or his designee who will assume responsibility for maintaining confidentiality.
  - j. If at any time, a parent reports an incident to an administrator that may have criminal implications, the SRO shall be immediately notified. If a parent reports an incident to the SRO, the SRO shall immediately notify the Indian River State College, Director of Campus Safety and Security or his designee. The SRO will meet with the College Administrator and parent to advise whether there will be a need for a criminal investigation.
2. Secondly, the SRO may serve as an instructor. The SRO will conduct his or her activities in such a manner as to accomplish his/her duties as an instructor. It is understood that the SROs instructional responsibilities are second only to those of a law enforcement officer. The SRO shall conform to the following responsibilities in regard to instruction.
- a. The SRO will, during normal college hours, make himself/herself available for conference with students, parents, faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to Chapter 39, Florida Statutes, or otherwise, shall not be disclosed except as provided by law or court order. Any conference, meeting, or other college function scheduled outside normal college hours requiring attendance by the SRO shall be approved by the Indian River State College, Director of Campus Safety and Security

and will be considered a special detail, requiring separate additional payment by the college to the SRO via the Fort Pierce Police Department special detail coordinator.

## **ARTICLE II. RIGHTS AND DUTIES OF THE BOARD.**

The College will work cooperatively with the City in operation of the Program, and it shall be understood that Fort Pierce Police Department program guidelines will be followed by any agency participating in the Program. The College shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO duties.

- Access to an air-conditioned and properly lighted private office, which can be properly locked and secured. This office shall contain a telephone, which may be used for general business purposes.
- A file cabinet, which can be properly locked and secured.
- A desk with drawers, a chair, a bookcase or worktable, and office supplies.

## **ARTICLE III. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.**

SROs are officers of the City and are not considered employees of the College. The College and the City acknowledge that the Police Department's SROs are Police officers who are responsible to uphold the law under the direction of the City.

## **ARTICLE IV. APPOINTMENT OF SCHOOL RESOURCE OFFICERS.**

SRO APPLICANTS MUST MEET THE FOLLOWING REQUIREMENTS:

1. The applicant must be a volunteer for the position of SRO.
2. The applicant must be a state certified law enforcement officer.

## **ARTICLE V. DISMISSAL AND REPLACEMENT OF SCHOOL RESOURCE OFFICERS.**

- A. In the event that the Director of Campus Safety and Security of the college to which the SRO is assigned feels that a particular SRO is not effectively performing his/her duties and responsibilities, the Director shall advise the Vice President of Student Affairs who shall advise the Chief of Police that he/she wishes the SRO be removed from the program at the college. The Director shall state the reasons for removal in writing. Should the SRO feel his/her duties and responsibilities are being hindered by the college, the SRO will immediately advise his/her Supervisor in writing. In turn, the Supervisor will notify the Indian River State College and Director. If the Chief of Police so desires, the Vice President of Student Affairs and the Chief of Police, or their designee, may meet with the SRO and the Director to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the college to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or

mediated, then the SRO may be removed or reassigned at the discretion of the Chief of Police.

- B. The Chief of Police, or his designee, may otherwise dismiss or reassign any Officer appointed by him to act as an SRO based upon what the Chief believes is in the best interest of the people of and in Fort Pierce.

#### **ARTICLE VI. DISPUTES.**

Should any dispute arise as to the role of the SRO, the Vice President of Student Affairs at Indian River State College and the Chief of Police shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute. In the event an agreement or resolution is not reached, either party may terminate this Agreement in accordance with Article IX below.

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

#### **ARTICLE VII. INITIAL TERM.**

This Agreement shall take effect on January 1, 2026 and it shall remain in effect until and including December 31, 2026 ("initial term"), unless it is terminated earlier in accordance with Article IX below.

#### **ARTICLE VIII. EXTENSION.**

Upon the expiration of the initial term, this Agreement shall automatically extend for an additional term of one (1) year, effective January 1, 2027. Either party may opt out of the automatic extension by delivering written notice to the other party at least thirty (30) days prior to the expiration of the initial term.

#### **ARTICLE IX. TERMINATION OF AGREEMENT.**

This Agreement may be terminated by either party without cause upon a minimum of sixty (60) days prior written notice of termination delivered to the other party.

#### **ARTICLE X. GOOD FAITH.**

The College, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Indian River State College, Director of Campus Safety and Security and the Chief of Police, or their designees.

**ARTICLE XI. MODIFICATION.**

The Agreement constitutes the full understanding of the parties, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

**ARTICLE XII. NON-ASSIGNMENT.**

This Agreement may not be assigned unless the express written consent of the College and the Chief of Police is obtained.

**ARTICLE XIII. MERGER.**

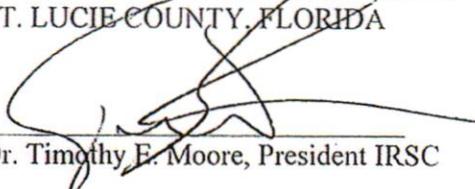
This Agreement constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of the terms.

\* \* \*

[SIGNATURE PAGE TO FOLLOW]

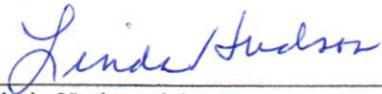
IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized officers.

INDIAN RIVER STATE COLLEGE OF  
ST. LUCIE COUNTY, FLORIDA

  
\_\_\_\_\_  
Dr. Timothy E. Moore, President IRSC

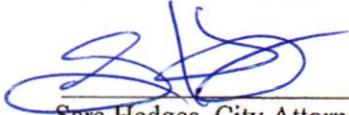
Dated: 12/8/25

THE CITY OF FORT PIERCE, FLORIDA

  
\_\_\_\_\_  
Linda Hudson, Mayor

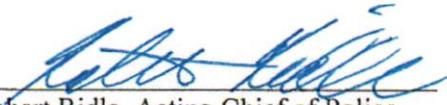
Dated: 1/5/2026

Approved as to the form and legal sufficiency:

  
\_\_\_\_\_  
Sara Hedges, City Attorney

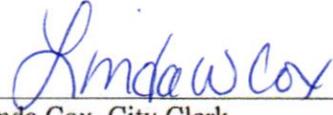
Dated: 1/16/2026

THE POLICE DEPARTMENT OF CITY FORT  
PIERCE

  
\_\_\_\_\_  
Robert Ridle, Acting Chief of Police

Dated: 12/19/25

ATTEST

  
\_\_\_\_\_  
Linda Cox, City Clerk

Dated: 1/5/2026



**TOPIC:** Property Surplus and Inventory Write-off

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

A portion of the equipment utilized by the College has reached the end of its useful life or has otherwise become unusable. Attached, please find a list of property items that have exhausted their utility and should be removed from property inventory.

The property values on the list reflect original purchase price and do not represent today's market value. I am requesting that the District Board of Trustees approve the College to surplus \$31,905.00 from the College inventory.

**ALTERNATIVE(S):** N/A

**FISCAL IMPACT:** No fiscal impact; all items to be written off have been fully depreciated

**PRESIDENT'S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Edith Pacacha / Kyle Wilson

DATE: 1/5/26

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BOARD ACTION:

DATE: 1/27/26

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Depreciable Asset Status Report for January 2026

Asset	Description	Serial #	Received	Reason	Total Cost	Net	Depreciation	Depreciation Class	Administrator	Last Location
41779	RENA ENVELOPE IMAGER II	3825	9/20/2004	Obsolete	\$ 11,490.00	-	\$ 11,490.00	5 YR Class Life	Addie Rhinevault	Massey KSU-220
44272	FPI-2000 ENVELOPE FEEDER STUFFER	05D0-8239	6/30/2006	Obsolete	\$ 9,295.00	-	\$ 9,295.00	10 YR Class Life	Addie Rhinevault	Massey KSU-220
48998	IMMERSION VIDEO/CONTROL SYSTEM		7/30/2013	Worn Out	\$ 11,120.00	-	\$ 11,120.00	5 YR Class Life	Anthony Dribben	Massey N-101
				<b>Total =</b>	<b>\$ 31,905.00</b>	-	<b>\$ 31,905.00</b>			

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Revisions to Dual Enrollment Agreement with Florida Virtual School

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

**SUMMARY:**

Per Florida Virtual School representative request and their board’s approval, the term “Board” was changed to “School District” in the articulation agreement. Additionally, the following statement was added to Article 17, Section M: IRSC must notify the school district at [threatmanagement@flvs.net](mailto:threatmanagement@flvs.net) if a dual enrollment student is expelled from IRSC.

**ALTERNATIVE(S):** None

**FOR CONTRACTS:**

1. **TERM:** Agreement for July 1, 2025, through June 30, 2027
2. **FISCAL IMPACT:** We hope to increase enrollment, tuition, and FTE.
3. **TERMINATION TERMS:** Written Notice to the other party no less than ninety (90) days prior to the effective date of said termination.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Emily Mass

DATE: 1/8/26

BOARD ACTION:

DATE: 1/27/26

**Dual Enrollment Agreement  
Between**

**Florida Virtual School  
and  
Indian River State College  
District Board of Trustees**

**July 1, 2025 through June 30, 2027**

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## **ARTICLE 1**

### **Introduction**

This Articulation Agreement is entered into by and between The District Board of Trustees for Indian River State College, Florida, hereinafter referred to as the Trustees, College or IRSC, and Florida Virtual School hereinafter referred to as the School District pursuant to Section(s) 1007.271 and 1007.273, Florida Statutes, which require state colleges and school districts to develop comprehensive Dual Enrollment Articulation agreements and an Early College program. The Parties hereto have made the following determinations:

- A. The term of this Agreement shall commence on July 1, 2025 or as of the last date executed by either party below, whichever is later, and end on June 30, 2027, unless otherwise terminated earlier as hereinafter provided.
- B. Pursuant to section 1007.271(21), an articulation committee consisting of committee members appointed by the School District and committee members appointed by the President of Indian River State College (IRSC) or designee shall conduct annual meetings for the purpose of developing and reviewing this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D. The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., Section 1007.273, and State Board of Education (SBE) Fla. Admin. Code Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment, Early College and advanced (college-level) instructional programs for qualified students from the School District enhance learning opportunities and are required to be made available for those students.
- E. The parties adopt this Agreement as provided in Section 1007.271(21), F.S., and SBE Rule 6A-14.064, to provide for:
  - 1. College Credit Dual Enrollment
  - 2. Vocational Credit Dual Enrollment
- F. This Agreement replaces any existing agreement between the Trustees and School District regarding College Credit and Vocational Credit Dual Enrollment existing as of the start of the term set forth above.

## ARTICLE 2

### Program Description

In accordance with Section 1007.271(21), F.S., Section 1007.273, F.S., and SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the Trustees and School District, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in this Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included within this Agreement, along with the Indian River State College Dual Enrollment Course list website link <https://www.IRSC.edu/programs/dual-enrollment-for-high-school-students.html>. The School District recognizes that Indian River State College is not obligated to offer any course on the FLDOE Dual Enrollment Equivalency list, but that this list is used to determine eligible courses.

## ARTICLE 3

### Student Records

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq., 34 CFR Part 99, and Florida Statutes §§ 1002.22-1002.225 protect the privacy of students' education records. Each party agrees to comply with FERPA and §§ 1002.22-1002.225, FS. Each of the parties may be considered a school official of the other party under this Agreement for the purpose of performing the duties and responsibilities of each party under the Agreement. The parties may provide personally identifiable student records to each other in the performance of this Agreement.

To preserve the safety of the learning environment for all students, each party commits to disclose to the other to the fullest extent permitted under law any potential or current dual enrollment student behavioral or safety concerns (including, but not limited to, threatened or actual safety threats and pending or ongoing safety matters).

The school districts may also provide 9<sup>th</sup>-12<sup>th</sup> grade directory information to IRSC for the purpose of providing dual enrollment marketing information to prospective or current dual enrollment students.

## ARTICLE 4

### Eligibility and Access

- A. Students must be enrolled as a student in a Florida public secondary school or nonpublic secondary school (grades 6-12), or in a home education program.
- B. Students must have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, to enroll in college credit courses, or a 2.0 high school unweighted GPA based on four high school credits to enroll in career and technical education clock hour dual enrollment courses. Students must maintain a minimum cumulative college GPA of 2.0 for continued enrollment in the dual enrollment program.
  1. IRSC and the school districts in our geographical region have agreed to use four high school credits to establish the minimum GPA requirement. This requirement provides a strong academic standard that leads to a higher probability of success for participating in dual enrollment. This standard is in line with our commitment to student success.
  2. Indian River State College and the school districts in our geographical region have agreed to recommend a limit to six (6) credits to provide students an ease of transition to the dual enrollment program.
  3. SLS1101 is not a required course for the associate in arts (A.A.) degree. However, this course is still recommended by the school district as the first course for any dual enrollment student. It will count as an elective course toward the AA and provides a strong foundation for future success in college-level courses.
- C. Students must demonstrate college readiness to pursue Dual Enrollment. Students must meet or exceed the common placement test scores, or the alternative placement measures approved in Florida Rule 6A-10.0315 to demonstrate college readiness. For most accurate placement scores for eligibility: <https://irsc.edu/programs/dual-enrollment-for-high-school-students.html>
  1. It is in the best interest of the students to take all three sections (reading, writing, and math) of a placement exam.
  2. Computation (math) to take math courses
  3. Communication (reading & writing) to take non math courses

4. If a student achieves college readiness in only one area of Communication (reading or writing), they have not fully demonstrated college readiness and therefore are not eligible to take non-math college-level courses which includes SLS1101.
- D. Eligible students may participate in the dual enrollment program by using alternative placement methods upon approval from their school counselor.
  1. Students from a Florida public school who have demonstrated college level readiness through high school courses with an unweighted high school GPA of 3.0 and achieve a grade of “B” or better in any of the courses  
<https://irsc.edu/programs/dual-enrollment-for-high-school-students.html>
- E. Students must complete and submit the IRSC Dual Enrollment Program Agreement form (508) with approval from their parent or guardian if the student is under 18 years of age.
- F. Students must receive approval from their school counselor for registered courses.
- G. Students will be eligible for a maximum of 60 credit hours of dual enrollment.
- H. Students who are scheduled to graduate from high school prior to the completion of a dual enrollment course are not eligible to participate in the dual enrollment program.
- I. Students who have met high school graduation requirements or all requirements for an associate degree are no longer eligible to participate in the dual enrollment program.
- J. IRSC and the Trustees have the sole and absolute discretion to permit or deny the enrollment of any student.

## **ARTICLE 5**

### **Determining Exceptions to the Required GPA**

Per Section 1007.271, Florida Statutes, student eligibility requirements for continued enrollment in college credit dual enrollment courses must include a 3.0 unweighted high school grade point average and career dual enrollment must include a 2.0 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the student submits an exception form for reinstatement. Trustee and School District representatives will review the petition and approve or disapprove of continued eligibility of the student.

## ARTICLE 6

### Course Lists and Credit

- A. Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for dual enrollment.
- B. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST found on fldoe.org
- C. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

## ARTICLE 7

### Notice to Participate

- A. IRSC will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
  - 1. Providing information sessions each academic year.
  - 2. Visiting each high school to provide information and support to school counselors.
  - 3. Coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
  - 4. Sending students and/or parents a letter informing them of the student's options to participate in dual enrollment.
  - 5. Hosting a middle and high school counselor annual event to update and inform area counselors of dual enrollment opportunities for students, as well as other opportunities at IRSC.
  - 6. Working collaboratively with high school contacts to host dual enrollment information sessions on the high school campuses after school hours.
- B. The school district will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
  - 1. Holding annual dual enrollment sessions to learn about eligibility and access opportunities.
  - 2. Providing eligible students with the option to participate in dual enrollment.
  - 3. Having a dedicated dual enrollment page on the school district and high school websites.
  - 4. Conduct grade-level classroom visits with school counselors.
  - 5. Advertising IRSC dual enrollment information sessions to students and parents.
  - 6. Allowing on-campus dual enrollment application help sessions with students.

## ARTICLE 8

### Special Programs

- A. **Early College Program:** The Early College Program will serve students in 11th and 12th grade. Students participating in the Early College Program are required by Section 1007.273 to enter a student performance contract, which must be signed by each participating student, the parent or guardian, and a representative of the school district. Early College enrollment processes are the same as those for the Dual Enrollment Program, with the following eligibility requirements.

#### Student Eligibility and Access:

1. Students must be enrolled as a student in a Florida public or nonpublic secondary school.
2. Students must be in 11th or 12th grade.
3. Students must demonstrate college readiness on Common Placement Tests, Alternative Placement Tests, or by approved High School coursework as provided under SBE Rule 6A-10.0315.
4. Students must have a minimum of a 3.0 unweighted GPA.
5. Students must be on track to graduate from high school.
6. Students must successfully complete a minimum of 30 credit hours each academic year.
7. Students must enroll in a minimum of 12 college credit hours per semester.
8. Students who fall below the full-time status are no longer part of the Early College Program but may be eligible to continue to participate in the Dual Enrollment Program.

- B. **Career Pathways Dual Enrollment** – Career Pathways High School Students in the 11th or 12th grade who are enrolled in a Career Academy and would like to accelerate towards a post-secondary credential. Students who have received Gold Standards Industry Certifications may receive additional course credits, during any semester that they are enrolled in. Career Pathways articulated credits may also be applied when the student completes the Career Academy program, graduates from high school and enrolls in a course or program at IRSC. Career Pathways Dual Enrollment processes are the same as those for Dual Enrollment with the following eligibility requirements.

#### Student Eligibility and Access:

1. Students must be in the 11th or 12th grade.
2. Students must be enrolled in an approved Florida Career Pathways program at a high school within the School District.
3. Students must be on track to graduate from high school.
4. Students must be on track to complete one or more Career Pathways programs.

5. Students may participate with a high school 3.0. GPA and have demonstrated college readiness on a Common or Alternative Placement Test.

**ARTICLE 9**  
**Student Support**

- A. IRSC staff members and school counselors will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses.
- B. School counselors are responsible for assisting the student in identifying college courses that also meet high school graduation requirements.
- C. IRSC Student Success and Advising staff will:
  1. Ensure dual enrollment students are properly identified as such in the IRSC registration system.
  2. Ensure that an individualized academic plan is developed and implemented for each dual enrollment student.
  3. Provide ongoing advisement to students regarding their progression in college courses and programs.
  4. Provide the school district with students' grades at the end of the term.
  5. Academic support resources: Students are encouraged to utilize services such as Career Services, Tutoring Centers, and Libraries.

**ARTICLE 10**  
**Students with Disabilities**

- A. Indian River State College provides reasonable accommodations to students with documented disabilities through the **Office of Student Accessibility Services**. A student approved high school 504/IEP does not follow the student to college. Accommodations in college are covered under the Americans with Disability Act Section 504 (Subpart E), which applies to postsecondary education programs to ensure that students with disabilities have access to accommodations. ADA places the onus of receiving accommodations on the student. Students must self-identify or disclose their disability to the college's Office of Student Accessibility Services, complete the application, and provide the necessary documentation to receive services. This process must be completed prior to the start of any dual-enrollment course for specific information regarding this process, please refer to the following website: <https://irsc.edu/student-resources/student-accessibility-services.html>
- B. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. 1011.62 (1)(i) shall include in its dual enrollment articulation agreement, services and resources that are available to students with

disabilities who register in a dual enrollment course at the eligible institution and provide information regarding such services and resources to the Florida Center for Students with Unique Abilities. The Department of Education shall provide to the center the Internet website link to dual enrollment articulation agreements specific to students with disabilities. The center shall include in the information that it is responsible for disseminating to students with disabilities and their parents pursuant to s. 1004.6495, dual enrollment articulation agreements and opportunities for meaningful campus experience through dual enrollment.

- C. Students must self-identify or disclose their disability to the college's Student Accessibility Services, complete the application, and provide the necessary documentation to receive services.

## **ARTICLE 11**

### **Advising Services**

- A. Dual enrollment students will be assigned to an IRSC academic advisor during their first term of enrollment. They will meet with their assigned academic advisor to customize an academic plan in their first semester, based on their academic and career goals. This plan will then be used by the student and the school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
  - 1. Students are responsible for scheduling a meeting with their assigned academic advisor to complete their academic plan within their first semester.
  - 2. Students are responsible for communicating any changes to their academic plan to their school counselor.
- B. Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their school counselor and their assigned college academic advisor, based upon their academic plan. Upon selection of the classes, they may register online for courses approved by their school counselor.
- C. IRSC provides school counselors with online access to student records.

## ARTICLE 12

### Grades

- A. A Letter grade of a “D” may not always count as successful completion pursuant to state rule SBE Rule 6A-10.030 F.A.C.
- B. All grades are calculated into a student’s GPA and will appear on his/her college and high school transcripts.
- C. All grades, including “W” for withdrawal, become part of the student’s permanent college transcript and may affect subsequent postsecondary admission and financial aid eligibility.
- D. A letter grade of “I” for which coursework is not completed by the end of the following semester will be converted to an “F” or a “U” (Unsatisfactory), depending upon the grading method of the class. Courses evaluated for “U” graded credit will not convert to any other type of grade.
  - 1. If a student receives an “I”, it is the sole responsibility of the student to satisfy the requirements for the course and notify the school when the final grade change is posted.
  - 2. An “I” must be reconciled before future dual enrollment eligibility is determined.
  - 3. If the result of the “I” Incomplete is “U” Unsatisfactory, the student must follow the rule for “Unsuccessful attempts” in the Second and Third Course Attempts section.
- E. Section 1007.271(21), F.S. requires school districts to “weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited.”
- F. According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer.
- G. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the Dual Enrollment Equivalency List.
- H. Grades awarded by IRSC are not subject to change by the School District or its

representatives, including a “W”. State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school’s acceptance of transfer credit for students in Florida’s public schools.

## **ARTICLE 13**

### **Second Attempts**

- A. Unsuccessful attempts and withdrawals
  - a. Dual Enrollment students are expected to contact their instructor and/or school counselor when facing challenges in a specific course that may lead to an unsuccessful attempt or withdrawal.
- B. Students who were unsuccessful in a course or withdrew cannot take additional dual enrollment classes until they have retaken and successfully completed that course. Permission to repeat the course must come from the student’s school district or guidance counselor and be approved by Indian River State College. This option is only available if allowed by the student’s school district/school. The student will be responsible for all costs and fees associated with this repeat, regardless of the semester.

## **ARTICLE 14**

### **Student Standards and Administration of Discipline and Safety Matters**

Students are required to be knowledgeable of and follow the Student Standards of Conduct and Administration of Student Discipline Procedures listed in the Indian River State College Student Handbook. Students are also required to be knowledgeable of and follow the Code of Conduct policies of their school district. Beyond the standards of the College and the school district, the student is also obligated to abide by state and federal law. Violation of any of the foregoing is a basis for the College to deny the opportunity to dual enroll or continue to dual enroll at the College, consistent with this Agreement and its policies and procedures. Each party reserves the right to adopt the findings and consequences adopted by the other party in any disciplinary or safety matter without duplicating processes.

Dual enrollment students must have good attendance and discipline records at their home high school to participate in the dual enrollment program. The Board will ensure dual enrollment students are notified that if they violate any items in their high school’s code of conduct, the College reserves the right to deny that student participation in dual enrollment. Without being exhaustive, a few examples of the application of this section include:

- 1. When a dual enrollment student is placed on out-of-school suspension by their high school, the student will not be permitted to attend dual enrollment classes at the College’s physical locations for the dates indicated in the suspension.

2. If a dual enrollment student has committed or has threatened to commit an act that constitutes a serious threat to any secondary or postsecondary school or student safety (for example, but not limited to, aggravated battery; homicide; armed robbery; possession, use, or sale of any explosive; arson device; battery or aggravated; possession, use, or sale of narcotic or other controlled substance; possession, use, or sale of any firearm; battery on a teacher or other school personnel; sexual battery; victimization; false alarms, including but not limited to, pulling fire alarms) which results in a recommendation for suspension, expulsion, or placement in an alternative setting, by the high school, the Board will notify the College and the student will immediately lose all privileges to participate in the dual enrollment program.
  - a. If the Board notifies the College of a safety threat that the high school has not made a recommendation on at that time, the College reserves the right to not permit the student to attend dual enrollment classes at the College's physical locations until such a time as the safety threat has been satisfactorily resolved.
3. A dual enrollment student suspended from their high school will be subject to any penalties noted in the syllabi of or any other consequences related to the College course(s) in which the student is registered.
4. A dual enrollment student expelled from their high school will be administratively withdrawn.
5. School districts must notify the College's Dual Enrollment office if one of their new or participating dual enrollment students has been identified as a potential threat to the safety of others and/or has been suspended or expelled from his/her secondary school. Students who have been identified as a potential threat to the safety of others may not be permitted to participate or continue in dual enrollment course(s) previously described. An email should be sent to StudentAlert@irsc.edu with the name and identification number of the student who poses a threat.

No further due process is required under the College's Student Standards of Conduct and Administration of Student Discipline Procedures in any situation that falls under this section.

## ARTICLE 15

### Instructional Quality and Evaluation

- A. The Trustees shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment.
- B. In all cases, faculty must meet IRSC faculty credentialing criteria. These IRSC criteria apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.
  1. At the request of the high school principal/designee, IRSC will work with the school to identify teachers for dual enrollment courses, taught on the high school site. However, IRSC does not guarantee the successful placement of

- teachers for high school.
2. The contingent worker process must be completed by April 1st for the faculty member to be eligible for the Fall Semester and by November 1st to be eligible for the Spring Semester.
  3. Each prospective teacher must complete the steps of the adjunct faculty certification process. High school site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
- C. Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the Trustees.
- D. If the parties agree to utilize instructors employed by the School District, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the Trustees.
- E. IRSC and the School District shall collaborate to ensure full compliance.
- F. The President or designee, for the Trustees, shall assign the instructors for all classes offered in accordance with this agreement.
- G. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- H. IRSC and secondary schools shall collaborate to ensure full compliance with accreditation standards regarding the number of college credit courses that may be offered on a high school site.
- I. IRSC instructional deans/designees must be granted unrestricted, unannounced access to high school dual enrollment classes to observe the quality of instruction.
- J. IRSC shall provide all instructors teaching dual enrollment courses with approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
- K. All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.
- L. All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.

## ARTICLE 16

### High School Site Course Offerings

- A. Service region public schools may be approved to offer up to four (4) dual enrollment courses at high school sites within an academic year. Each approved course will be assigned to the high school location for a period of 4 years from the date that the course was originally approved. In unique circumstances, the four-year provision could be waived by mutual agreement of both the district and college officials.
- B. To request a course to be offered on an approved site, a School Designee must complete and submit the Dual Enrollment High School Course Request Form to Indian River State College. The request will be forwarded to the appropriate Instructional Dean for review.
- C. All courses currently offered at a site have been previously approved by IRSC's Chief Academic Officer. Any changes to those courses or additions require administrative approval by the College's SACSCOC accreditation liaison and the Chief Academic Officer.
- D. Each additional course must be approved to ensure that sites do not exceed course and section limits.
- E. The deadline for Fall semester course requests shall be April 1st before that semester, and the deadline for Spring semester course requests shall be September 1st before that semester.
- F. Courses taught on an IRSC-approved secondary school campus, by one of the high school's regular teachers who have been interviewed by, certified by, and approved by Indian River State College, are not subject to tuition charges. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS), and all other requirements as specified by the College.
- G. Classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
- H. Classes held at the high school sites will be offered in accordance with Indian River State College's academic calendar and will start and end within the academic period.
- I. Secondary schools that do not have a signed dual enrollment agreement with Indian River State College cannot offer a dual enrollment course(s)/lab. Students enrolled in such classes/labs will not receive credit from IRSC.

## ARTICLE 17

### Responsibilities

- A. Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- B. A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program, subject to provisions specifically outlined in this Agreement.
- C. Students are responsible for transportation to and from dual enrollment classes.
- D. The President or designee, for the Trustees, shall have the responsibility for the selection of textbooks and course materials in accordance with this Agreement.
- E. The School District is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the Trustees, and the Superintendent or designee, for the School District, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- F. The School District shall be responsible for the payment of instructors employed by the School District for courses offered in accordance with this agreement.
- G. The School District shall issue payment for instructional time rendered by an instructor employed by the School District and in accordance with the current AAUP contract.
- H. Insurance fees will be paid by the student unless the School District provides appropriate insurance coverage.
- I. Class size, locations and time of course offerings will be approved by the President or designee, for the Trustees.
- J. Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
- K. School District counselors and IRSC academic advisors will work collaboratively to ensure students' dual enrollment registration eligibility.
- L. Students and parents shall sign an acknowledgment of the following college course-level expectations:
  - 1. Students must register for courses by the deadline established by the school district. Registration deadlines established by the school district, however, cannot exceed the last date of registration allowed by IRSC.

2. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity. Parents should review the course syllabus before enrolling their student to determine if the content is age appropriate. All IRSC course syllabi may be accessed and reviewed at <https://IRSC.simplesyllabus.com/en-US/syllabus-library>.
  3. Courses will be selected to meet degree/certificate requirements in order to minimize student, school district, college, and state costs for excess hours.
  4. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.
  5. It is the responsibility of the student and parent to ensure that any documented disabilities are properly reported to Indian River State College. High school accommodations do not automatically transfer to college. To receive accommodations for a Dual Enrollment course, the student must apply through Student Accessibility Services and submit appropriate documentation. Parents and students should contact the student's Academic Advisor for the application process and additional information.
  6. Students are expected to comply with all IRSC, TRUSTEE, SCHOOL DISTRICT, and secondary school rules, regulations, policies, codes, and codes of conduct while enrolled in dual enrollment.
- M. IRSC must notify the school district at [threatmanagement@flvs.net](mailto:threatmanagement@flvs.net) if a dual enrollment student is expelled from IRSC.

## ARTICLE 18

### Financial Arrangements – Tuition and Cost Sharing

- A. As required by the Florida Legislature, the School District shall pay the standard tuition rate per credit hour from funds provided in the Florida Education Finance Program to Indian River State College (IRSC) for instruction taking place on any IRSC campus. For 2025 - 2027, the standard college credit tuition rate at a Florida College System institution (F.S. 1009.23) is \$71.98 per credit hour or \$2.33 per vocational clock hour. Online dual enrollment courses that originate at an IRSC campus and are taught by IRSC faculty are subject to this provision. Indian River State College will invoice the school district for dual enrollment courses taken by high school students on IRSC campuses. The College will invoice for the total number of credits taken by high school students during the Fall and Spring Semesters. There will be no billing for dual enrollment courses conducted during the Summer Semesters.
- B. The College's invoice for dual enrollment will itemize the following information:
  1. Student's name;
  2. Prefix and title of dual enrollment course;

3. High School Name;
  4. Number of credits;
  5. Total number of credits for all students, and;
  6. Total amount due.
- C. When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. Online dual enrollment courses, which are taught by an Indian River State College faculty member, are subject to this provision.
- D. When a dual enrollment course is held on the high school campus and instruction is provided by the school district faculty, the School Board is only responsible for the College's actual costs associated with offering the program. Indian River State College and the School Board agree to share in these other actual costs; therefore, no charges will be assessed. Online dual enrollment courses, which are taught by school district faculty approved by IRSC to teach the course, are subject to this provision.
- E. The College will invoice the school district twice per academic year: on October 16, 2025, and February 17, 2026, for the 2025–2026 school year; and in October 13, 2026, and February 16, 2027, for the 2026–2027 school year. The invoice is payable 30 days from the date of the invoice.
- F. Payments by check are the preferred method of payment. For payments made via credit card, a surcharge of 2.6% of the total amount due will be added.

#### **ARTICLE 19** **Evaluation of the Agreement**

This Agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the Dual Enrollment Equivalency List once approved by the DOE.

In the unlikely event of any local natural disaster or unforeseen event, which may disrupt program services and or access to these services, the College may make modifications to this agreement as supported by Section 1007.271, Florida Statutes, and communicated to the secondary institution in writing by the Vice President for Student Success within thirty (30) days of the change.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to

maintain records in compliance with the Florida Public Records Act, subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

Specifically, nothing contained herein shall be deemed a waiver of Sovereign Immunity or any statutory limitation on liability of either party. Nor shall any provision of this Agreement be deemed to require either party to indemnify or hold harmless the other party. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended.

Each Party agrees to be responsible for the conduct of its own officers and employees as it relates to all liabilities, damages, losses, costs or other obligations including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional acts thereof to the extent that doing so does not waive their respective rights to sovereign immunity as provided under Chapter 768, Florida Statutes. Consistent with Section 768.28(19), Florida Statutes, nothing herein shall require either party to indemnify the other for negligence or to assume liability for either party's negligence.

Each Party maintains its own program of self-insurance which provides for limits of \$200,000.00 per person, \$300,000.00 per occurrence, under Section 768.28, Florida Statutes. Each party agrees to secure insurance coverage for its own buildings and contents. Each party agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person's enrollment or participation in the dual enrollment program based upon the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

This agreement may be signed in separate parts.

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

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

Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Florida Virtual School**

Chair: **Louis Algaze**  
Digitally signed by Louis Algaze  
Date: 2025.11.18 16:35:36 -0500  
\_\_\_\_\_  
Louis J. Algaze, Ph.D. – President & CEO

Attest: **Chris Eckert**  
Digitally signed by Chris Eckert  
Date: 2025.11.18 16:37:03 -0500  
\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form: **Karen M. Chastain**  
Digitally signed by Karen M. Chastain  
Date: 2025.11.13 16:54:21 -0500  
\_\_\_\_\_  
FLVS Office of General Counsel

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Services Agreement ITN #24/25-33 with Compass Group USA, Inc.

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda – Consent

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

**SUMMARY:**

Board approval is requested for the following Services Agreement ITN #24/25-33 with Compass Group USA, Inc. The Contractor will have the exclusive right to provide food and beverage vending services in all areas of the College locations excluding the book stores.

**ALTERNATIVE(S):** N/A

**FOR MOU:**

1. **TERM:** 5 years
2. **FISCAL IMPACT:** Commission based – See Exhibit B & C
3. **TERMINATION TERMS:** Either party may terminate the agreement at the end of the initial term or any renewal term, upon 90 days prior written notice to the other party or may be terminated for cause as outlined on page 3 & 4 of the agreement

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Peter Lee

DATE: 1/7/26

BOARD ACTION:

DATE: 1/27/26



**SERVICES AGREEMENT**

**ITN # 24/25-33**

**THIS SERVICES AGREEMENT**, effective as of the date last signed below (“Effective Date”), is made and entered into by and between The District Board of Trustees of Indian River State College, Florida, with its principal address at 3209 Virginia Ave., Fort Pierce, FL 34981 (“College” or “Client”) and Compass Group USA, Inc., by and through its Canteen Division, a foreign profit corporation, with its principal address at 2400 Yorkmont Rd., Charlotte, NC 28217 (the “Contractor” or “Canteen”).

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. **Scope of Services.** Contractor will have the exclusive right to provide food and beverage vending services in all areas of the premises locations excluding the book stores (“Services”) as described in Contractor’s proposal attached hereto as Exhibit A, as described in Exhibit B, Vending Services, and Exhibit C, Unattended Vending Services (Exhibits A, B, and C are collectively referred to as “Contractor’s Proposal”), and in accordance with the terms and specifications set forth in Invitation to Negotiate 24/25-33, Pouring Rights and Vending Services (“ITN # 24/25-33”). The exclusive right granted shall include only those Services described herein. In the event of a conflict between the terms and conditions of this Agreement (including any amendments accepted in writing by both parties), ITN # 24/25-33, and Contractor’s Proposal, the terms and conditions of this Agreement shall control, followed by the Contractor’s Proposal, followed by the ITN # 24/25-33.
3. **Term.** This Agreement shall commence immediately upon the Effective Date and terminates five years therefrom, unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties (the “Initial Term”). This Agreement may be renewed for an additional five, one-year terms upon the mutual written consent of both parties in the form of an amendment to this Agreement (each a “Renewal Term”). The Contractor understands and agrees that the College has no obligation to extend the Agreement’s term, or contract for the provision of any future Services, and makes no warranties or representations otherwise.
4. **Commissions.**

**4.1.** Contractor shall pay the college commission on commissionable sales as set forth in Exhibits B and C.

**4.2.** Commission amounts specified in this Agreement will remain firm for the term of the Agreement. Contractor, by executing this Agreement, acknowledges full, total and complete understanding of the extent and character of the Services required and the conditions surrounding the performance thereof. The College will not be responsible for any alleged misunderstanding of the Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

**4.3.** The report of commissionable sales must enable the College to audit and verify gross receipts recorded and commissions received. The format of the sales report will be mutually agreed to by the College and the Contractor and approved in advance, and shall have at a minimum: (a) Monthly cash and card sales for each vending machine and retail outlet by identifying number and in total; (b) Year-to date cash and card sales for each vending machine by identifying number and in total; and (c) Complete incremental audit trail from total gross revenues for vending to total net commissionable sales payable to the College.

**4.4.** Commissions and reports must be submitted within 30 calendar days after the end of each payment period to the College's Senior Director of Auxiliary Services. Should the 30<sup>th</sup> day following the end of a payment period fall on a holiday or weekend, then the report and payment shall be made by the next business day after the 30th day. Late payments over 30 days may be assessed a cumulative 1.5% monthly fee or the highest rate permitted by Florida law, whichever is lower. The College will notify the Contractor in writing of such a fee, but also reserves the right to waive the late fee if the College desires.

**4.5.** Commission reports and sales tax reports may be sent by e-mail, but all checks must be sent to:

Indian River State College  
Senior Director of Auxiliary Services  
3209 Virginia Avenue  
Fort Pierce, FL 34981

Alternatively, Contractor may make payments by ACH or similar electronic means approved by the College.

**4.6.** Contractor, at Contractor's expense, will annually furnish the College with a letter from an independent certified public accountant stating that its compilation of financial information finds that all revenues reported to the College are appropriate and comport with the Agreement. Said letter shall be submitted within ninety (90) days after the end of each contract year of the Agreement.

**5. Transactions and Taxes.** The Contractor shall perform all the handling of funds, banking, accounting, bookkeeping, timekeeping, and payroll functions for its services. Contractor is responsible for remitting appropriate sales tax on its sales to the State of Florida. Such payment

shall be made directly to the Florida Department of Revenue. Contractor will provide proof of such payment to College. Any other applicable taxes on the Contractor's services for any purpose will be the sole responsibility of the Contractor and must be paid to the appropriate entity by the Contractor. Should a future, unforeseen government tax be imposed upon Contractor resulting in a significant impact to Contractor's operations, College and Contractor shall negotiate in good faith to reasonably mitigate the impact to Contractor. Contractor shall indemnify and hold the College harmless for any fees or fines for tax payments that are the responsibility of Contractor should Contractor fail to make such payments to the appropriate entity within the appropriate times.

**6. College Project Manager.** The Project Manager is hereby designated by the College to be the Senior Director of Auxiliary Services who shall represent the College in all technical matters pertaining to and arising from the Services performed under this Agreement. The Project Manager is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including but not limited to review of all Contractor payment requests for approval or rejection and periodic reviews of the work of Contractor as necessary for the completion of Contractor's Services during the period of this Agreement.

**7. Termination.**

**7.1. *Termination for Convenience.*** Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term, upon 90 days prior written notice to the other party. Any commission amounts due prior to the termination date shall be paid within 30 days following the termination date. Any obligations for payment for services rendered that may be due from either party up to the date of termination shall be honored and due within 30 days after termination.

**7.2. *Termination for Cause.*** This Agreement may be terminated before the expiration date of the Term on written notice:

**7.2.1.** by the College, if Contractor breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within (ten) 10 days after the College's receipt of written notice of such breach;

**7.2.2.** By Contractor, if College breaches any provision of this Agreement and either the breach cannot be cured, or, if the breach can be cured, it is not cured by College within ten (10) days after the College's receipt of written notice of such breach;

**7.2.3.** by the College, immediately, if (a) Contractor becomes insolvent; (b) Contractor is generally unable to pay, or fails to pay, its debts as they become due; (c) Contractor files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (d) Contractor makes or seeks to make a general assignment for the benefit of its creditors; (e) Contractor applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (f) Contractor or any employee, servant, or agent of Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing Services to the College, or is indicted for any crime arising out of or in conjunction with any Services being performed by Contractor for or on behalf of the

College; or (g) any contract with the College and any third party on which this Agreement substantially depends is terminated.

**7.2.4.** In case of default by Contractor, Contractor will remain responsible for any actual commissions accrued until the date of termination.

**7.2.5.** In the event the Agreement is terminated by the College for cause pursuant to this subsection 7.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 7.1 and the provisions of subsection 7.1 shall apply.

**7.3.** *Termination for Non-Appropriation.* Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of the College is subject to the appropriation of funds by the State of Florida. The College may terminate this agreement immediately in the event of non-appropriation, and such termination shall be without a termination charge or claim of breach. The College's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the District Board of Trustees of Indian River State College for the then-current fiscal year of this Agreement and is otherwise limited to legally available funds. The College may terminate this Agreement in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 7.1.

**7.4.** In connection with any termination of the Agreement for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not actually or adequately performed as of the effective date of termination. In no event will the College be responsible for lost profits of Contractor or any asserted damages which may arise out of an alleged premature termination of this Agreement. In the event that this Agreement is terminated at any time and for any reason by either party, College will only be paid the actual commissions earned up to the date of termination and the Minimum Annual Guarantee, as defined herein, will not apply to the year in which the termination takes place.

## **8. Contractor Responsibilities.**

**8.1.** *Vending Machines & Pricing.* Contractor will place full service vending machines across all College campuses and centers at mutually agreed locations. At the commencement of the term, all vending machines placed pursuant to this agreement will be new or like new machines with serial numbers provided for verification. All initial equipment supplied to the College will meet Energy Star certification requirements. Contractor will maintain vending machines to assure complete functionality and that their appearance is attractive. Contractor will replace faulty equipment that cannot be repaired within a reasonable time.

**8.2.** *No Force Vend.* Vending machines shall not be operated in a "force vend" mode. Machines will be programmed to return a customer's money or refund a debit/credit card (or other electronic payment source used to make the purchase) if a selection is not available or voided. Machines will be equipped with sure-vend, guaranteed delivery features.

**8.3. ADA/FDA Compliance.** All machines placed must comply with current Americans with Disabilities Act guidelines and any current FDA labeling guidelines or those imposed during the life of the contract.

**8.4. Data Retrieval.** All vending machines will utilize paperless data retrieval technology to electronically record sales and product movement at the point of service.

**8.5. Continual Improvement.** Contractor shall continually implement continuous improvement of merchandising, menu variety, and price/value relationships to enhance customer satisfaction.

**8.6. Vending Prices.** Vending prices are provided in Contractor's Proposal in Exhibit A. Products paid for by cash will reflect a \$.10 discount All vend prices for the same product must be the same in all machines regardless of location. Vending prices are otherwise to remain constant throughout the first Agreement year and thereafter may be adjusted at any time based upon changes in market conditions. . Any new product categories that may arise during the term of the Agreement may be introduced at whatever prices Contractor deems appropriate, consistent with market conditions.

**8.7. Payment Types.** All vending machines shall accept cash, debit cards, and credit cards, and shall be NFC/mobile payments-ready.

**8.8. Contractor Responsibility for Merchandise and Equipment.** The College shall not be responsible for any damage to merchandise or equipment due to ambient temperatures.

**8.9. Maintenance and Repair.** Contractor is responsible for providing an acceptable preventative maintenance and emergency twenty-four-hour maintenance and repair program. A notice providing a repair service telephone number must be affixed to each vending machine. The Contractor is required to be able to respond to service calls placed to that number twenty-four hours a day.

Service call responses on out-of-order vending machines must be provided within twenty-four (24) hours. The Contractor will provide a communication system that enables vending supervisors and the emergency repair dispatcher to promptly contact vending machine attendants and vending machine mechanics utilizing radio or telephone equipped service trucks. Contractor must maintain a record of service calls that include the time and date of the call, action taken, and the time and date repairs were made. Said record must be furnished to the College upon request. Vending machines are to be repainted and reconditioned as part of the regular maintenance program. Area treatment is to be maintained, repaired and repainted as necessary for appearance.

All equipment must be aesthetically appealing, as determined by the College. When three or more machines are placed together at one location, the equipment will be the same height to give the appearance of uniformity.

Consistent with Contractor's industry standards and applicable laws, Contractor is responsible for custodial maintenance of the vending areas for any issues caused by Contractor equipment (such as water build-up around a vending machine caused by the vending machine).

Contractor shall use a program to schedule preventative maintenance. All preventative maintenance reports relating to the College shall be made available to College upon reasonable request.

**8.10. *Canteen Connect.*** All machines shall interface with the Canteen Connect program, or successor program as may be developed during the term of this Agreement. Customers must be able to report machine problems, request a refund, and receive nutrition information through Canteen Connect or its successor program.

If Contractor is the merchant-of-record for credit or debit card transactions in connection with the Services provided hereunder, then Contractor is responsible for complying with applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("**Data Protection Rules**").

Contractor will use wireless data service or a dedicated data line to process transactions and may need to operate information technology systems not owned by College ("**Contractor Systems**").

**8.11. *Service and Quality.*** The Contractor shall furnish good, prompt, and efficient services adequate to meet all reasonable demands. The Contractor shall do all things reasonably necessary or requested by the College's Senior Director of Auxiliary Services to maintain the highest standard of quality and management of the operation specified in this Agreement. Contractor represents and warrants that it knows the particular purpose for which the Services are required and that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.

**8.12. *Trash Removal.*** Any waste produced by Contractor in providing the services herein shall be removed promptly from College premises by Contractor at Contractor expense. Contractor is not permitted to discard any waste on College property.

**8.13. *Cleanliness and Health Department Regulations.*** At all times during the term of the agreement, the Contractor will be responsible for keeping vending machines in a clean, sanitary, neat, and orderly condition. The Contractor will also be required to comply with any regulations of the state and/or county health department and any other such governmental agencies having authority in this area.

**8.14. *Signs and Advertising.*** The Contractor shall not erect, maintain, or display any signs or any advertising matter without prior written approval from the College's Senior Director of Auxiliary Services. Contractor must use its own logos/trade dress in College-approved locations.

**8.15. ID Card/Debit Card.** Should the College implement a debit/ID card system for varied functions at the College's discretion, Contractor shall use reasonable efforts to accommodate such implementation, which will occur at College's sole cost and expense.

**8.16. Calendar and Hours of Operation.** Contractor shall provide services in accordance with the official College calendar and in mutual agreement with the College to meet the needs of students, faculty, and staff. It is the Contractor's responsibility to stock machines during the College's standard workday of 8:00 a.m. - 5:00 p.m., College holidays excluded.

**8.17. College Property.** Contractor shall not remove nor permit the removal of any of the fixtures and equipment owned by the College.

**8.18. Vending Refunds.** Contractor shall provide refunds as provided in Contractor's Proposal. Contractor shall clearly mark all vending machines with instructions on how to obtain a refund for cash, debit/credit card, or any other method of payment accepted.

**9. College and Contractor Property.** Contractor shall permit the representatives of the College to inspect and observe the Services at all times. Contractor shall be responsible for assuring all College property is undamaged when placing and servicing Contractor vending machines, excepting normal wear and tear. This includes paying all repair costs of any College property if the need for such repairs was caused by the acts or omissions of Contractor personnel or its agents. Contractor shall clearly mark Contractor property installed during the Contract period. Contractor shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals, or other agents used or produced in Contractor's operations, on College property or on any adjacent state land or in any manner not permitted by law. At the conclusion of the term of the Agreement, Contractor's property shall be removed by Contractor by the last day of the Agreement or as otherwise agreed. Any property not timely removed shall be considered abandoned and subject to the procedures for disposition in accordance with applicable Florida Statutes. Any costs incurred by the College for the storage or transport of Contractor's property or abandoned property shall be the responsibility of the Contractor. College shall assume no risk for Contractor's property that remains on College property after the Agreement has concluded. This provision shall survive the Agreement.

**10. Risk of Loss/Theft.** Contractor accepts all the risks of loss or damage to its vending machines or inventory while placed on College property. However, it is agreed by both the College and the Contractor that a strong position shall be taken with regard to vandalism and pilferage.

**11. Independent Contractor.** College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive

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

**12. Contractor Personnel.** College intends to provide a safe, effective, and efficient service to its students, staff and faculty. Therefore, the Contractor shall ensure that personnel hired will reflect the College's intent in this manner. The College retains the right to refuse access to any person(s) it deems necessary, in the best interest of the College.

**12.1. *Background Checks.*** The Contractor shall ensure that all persons hired to perform work on College locations have a complete FDLE criminal background check prior to assignment at the College property. In compliance with Contractor's' Background Check Policy, the background check will be conducted in compliance with all federal and state laws. Contractor will review all background check results on a case-by-case basis to ensure the safety and welfare of the College and other persons on the College property. If requested by the College, the Contractor will certify that a background check has been conducted on any Contractor employee who is assigned to perform work at any College facility. Failure to provide proof of a background check being conducted on a particular individual shall be grounds for default and any such individual shall be immediately prohibited from working at any College location.

**12.2. *Prohibition of Sexual Offenders/Predators.*** Contractor will ensure that any agent or employee of Contractor coming upon the College premises for any reason whatsoever is not a registered sex offender or sexual predator.

**12.3. *Valid Driver's License.*** The Contractor shall ensure that any person that will drive on College property on behalf of the Contractor has a valid driver's license for the type of vehicle being driven.

**12.4. *Work Force Appearance.*** Contractor's employees shall be neat and clean in appearance and shall wear matching/easily identifiable smocks/uniforms or an identification badge while on College property.

**12.5. *Removal of Objectionable Contractor Personnel.*** The Contractor, at the request of the College's authorized representative, shall immediately remove from the College premises any of its employees whose work performance or conduct is identified by the College as objectionable in its reasonable and lawful judgment.

**12.6. *Subcontractors and Subcontractor Employees.*** Any requirements or reference herein to "Contractor employees" are also applicable to the employees of any subcontractor the Contractor may use to perform these services. This includes the requirements for background checks, etc. indicated above. Contractor shall be fully responsible for all actions of any of its subcontractors. Contractor shall also be responsible for any and all compensation to such subcontractors for work performed and shall hold harmless the College for any obligations owed by Contractor to subcontractors. Contractor must notify College at any time when services are subcontracted prior to work being performed.

**13. Compliance with Federal, State and Local Laws.**

**13.1. *General.*** In the performance of the Agreement, Contractor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Contractor shall also comply with all reasonable, lawful and applicable College policies and regulations. This provision shall survive the expiration or earlier termination of the Agreement.

**13.2. *Nondiscrimination and Equal Opportunity.*** Provider agrees to comply with the all-applicable state and federal laws regarding such nondiscrimination and equality of opportunity. Contractor will not discriminate in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

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

**13.4. *Public Records.*** If, under this Agreement, Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, Contractor shall:

**13.4.1.** Keep and maintain public records required by the College to perform the Services under this Agreement.

**13.4.2.** Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or College policy.

**13.4.3.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to the College.

**13.4.4.** Upon completion of the Agreement, Contractor shall transfer, at no cost, to the College all public records in possession of Contractor or keep and maintain public records required by the College to perform the Service. If Contractor transfers all public records to the College upon completion of the Agreement, Contractor shall, to the extent permissible by Contractor's data retention policy, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

**13.4.5.** Contractor shall furnish a copy of any public records request or request for records in any way relating to the College, immediately upon receipt to the College's Director of Purchasing.

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

**13.5. Confidential Information.** If Contractor has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA). This provision shall survive the expiration or earlier termination of the Agreement.

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

**13.7. E-Verify Required.** Pursuant to 448.095, Florida Statutes, the College and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to the College must use the E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to verify the work authorization status of any newly hired employees. If Contractor subcontracts any of the labor or services for the College, the subcontractor must provide Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. Contractor shall keep a copy of the affidavit on file for the duration of the Agreement. If the College, Contractor, or any subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

**13.8. State and Federal Funding.** If the College determines that modifications to this Agreement or any Addenda hereto are required to qualify for State or Federal funding for

Contractor's Services, and if Contractor shall fail to consent to such modifications, or if Contractor is unable to comply within a reasonable time with applicable Federal or State laws and regulations governing the grant of such funds for Services, the College shall have the right to terminate this Agreement for its convenience.

**13.9. *Iron and Steel Products.*** If this Agreement is for a “public works project” or for the purchase of materials for a “public work project” as defined in Section 255.0993, Florida Statutes, then any “iron or steel product” as defined in Section 255.0993, Florida Statutes, permanently incorporated in the project must be produced in the United States, unless specifically exempted in accordance with Section 255.0993, Florida Statutes.

**13.10. *Prohibition Against Contingent Fees.*** Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the College shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**13.11. *Conflicts.*** To the best of its knowledge and belief, Contractor represents that neither Contractor nor its employees, officers or owners have, or whose relative have, a relationship with the College, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Sections 112.313(3) and (7), and Section 112.3185(6), Florida Statutes, by reason of Contractor entering into this Agreement.

**13.12. *Data Protection Rules.*** Contractor is responsible for complying with applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data.

**14. Maintenance of Records; Audits.** Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the College to assure proper accounting of funds and compliance with the provisions of this Agreement. Contractor will cooperate with the College and shall provide specific records and/or access to all of the Contractor’s records solely and directly related to the Agreement. Contractor agrees to retain all records solely and directly relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by the College and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided to College in electronic format, subject to obligations of confidentiality by College, upon reasonable notice to Contractor and at reasonable times.

**15. Insurance.**

**15.1.** Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements set forth herein during the term of this Agreement, to include any renewal terms.

**15.2.** Certificates of Insurance evidencing the insurance coverage specified in the following amounts shall be filed with the Purchasing Director before the Effective Date of this Agreement:

**15.2.1.** Standard Workers' Compensation coverage (including employers' liability coverage in an amount not less than \$1,000,000 each accident/each employee/policy limit) in an amount not less than required by Florida law.

**15.2.2.** Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence and \$3,000,000 general aggregate.

**15.2.3.** Commercial automobile coverage in an amount not less than \$1,000,000 combined single limit for each accident.

**15.3.** The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall name Indian River State College at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 as an additional insured. No changes or cancellations shall be made to the insurance coverage without prior written approval by the College's Purchasing Department.

**15.4.** If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance shall be furnished by Contractor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

**15.5.** With regard to all insurance as required herein, such Commercial General Liability, Auto and Umbrella Liability insurance shall be primary insurance to the full limits of liability herein before stated; and should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only.

**16. Indemnification.** Contractor shall indemnify, defend, protect, and hold harmless Indian River State College, the Indian River State College Board of Trustees, and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnities") for, from and against all third party suits, claims, losses, liabilities, damages, lawsuits, legal actions, proceedings, arbitrations, and reasonable legal expenses, and other reasonable costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Contractor's negligent provision of Services, or misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

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

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

**19. Ownership of Documents. Intentionally Omitted.**

**20. Infringement.** Contractor represents that any goods or services furnished or provided to the College, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. If an infringement claim is caused by Contractor, Contractor will, at its own expense, defend any suit brought against the College and will indemnify the College against an award of damages and costs made against the College by a settlement or final judgment of a court that is based on a claim that the use of the Contractor's goods or services by the College infringes on any proprietary right of a third party. Such defense and indemnity shall survive expiration or earlier termination of the Agreement and is supplemental to the indemnification provisions of Section 16.

**21. Use of the College Name or Intellectual Property.** Contractor agrees it will not use the College name or any intellectual property, including but not limited to, the College trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the College.

**22. No Liens.** Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic' s or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the College to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Services or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the College. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by the College as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, the College shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means the College chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney' s fees, litigation costs, fees and expenses and all court costs and assessments.

**23. Assignment and Subcontracting.** Except to a legally affiliated entity of a party as of the Effective Date of this Agreement, neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as agreed to in writing by the College. Subject to the foregoing, the College may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without the College' s prior written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor' s subcontractors' non-performance and all of Contractor' s subcontractors' acts and omissions.

**24. Prohibited Terms.** Any term and/or condition in the Agreement or incorporated herein by reference on the following subject matters are hereby deleted and declared null and void: (a) automatic renewals or extensions of the term of the Agreement; (b) limitation of time to bring suit; (c) limitation of the Contractor' s or Contractor' s subcontractors or agents liability; (d) indemnification of the Contractor or any other person or entity by the College ; (e) payment of Contractor' s attorney' s and collection fees provisions; and (f) mediation and arbitration provisions.

**25. Miscellaneous.**

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

If to the College:  
Indian River State College  
Attn: Senior Auxiliary Director  
3209 Virginia Ave.  
Fort Pierce, FL 34981

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

If to Contractor:  
Compass Group USA, Inc., by  
and through its Canteen Division  
Attn: Mike Coffey, Division President  
28100 US Hwy. 19 N., Ste. 307  
Clearwater, FL 33761

With Copy to:  
Managing Legal Counsel - Canteen  
2400 Yorkmont Rd.  
Charlotte, NC 28217

**25.2. *Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial.*** This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

**25.3. *Attorney Fees.*** In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

**25.4. *Assumption of Risk.*** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling its obligations in this Agreement. Unless otherwise set forth herein, the College is not liable for the acts of third parties or the consequences of the acts of third parties.

**25.5. *Time is of the Essence.*** Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the College directs.

**25.6. *Entire Agreement; Amendments.*** This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and the parties mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

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

**25.8. Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

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

**25.10. Legal References.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**25.11. Headings; Construction.** The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

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

**25.13. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

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

**COLLEGE:**

**REVIEWED FOR SUBSTANCE BY  
COLLEGE CONTACT:**

  
\_\_\_\_\_  
Signature

Peter Lee, Sr. Director of Auxiliary Services

\_\_\_\_\_  
Printed Name and Title

Strategic Initiatives

\_\_\_\_\_  
Department

10.29.2025

\_\_\_\_\_  
Date

**CONTRACTOR:**

DocuSigned by:  
  
\_\_\_\_\_  
Signature

Michael Coffey  
\_\_\_\_\_  
Printed Name

Division President  
\_\_\_\_\_  
Title

10/17/2025

\_\_\_\_\_  
Date

**APPROVED BY:**

  
\_\_\_\_\_  
Dr. Timothy Moore, President

**EXHIBIT B  
VENDING SERVICES**

1. **Location(s).** Canteen will provide the Vending Services at the following Location(s):
  - A. Main Campus: 3209 Virginia Avenue, Fort Pierce, FL 34981
  - B. Treasure Coast Public Safety Training Complex: 4600 Kirby Loop Road, Fort Pierce, FL 34981
  - C. Pruitt Campus: 500 N.W. California Boulevard, Port St. Lucie, FL 34986
  - D. Chastain Campus: 2400 S.E. Salerno Road, Stuart, FL 34997
  - E. Clark Advanced Learning Center: 2400 S.E. Salerno Road, Stuart, FL 34997
  - F. Dixon Hendry Campus: 2229 N.W. 9<sup>th</sup> Avenue, Okeechobee, FL 34972
  - G. Mueller Campus: 6155 College Lane, Vero Beach, FL 32996
  - H. Blackburn Campus: 3002 Ave D, Fort Pierce, FL 34947
  - I. Prima Vista Campus: 419 SW Irving Street, Port St. Lucie, FL 34983
  
2. **Services.**
  - A. Canteen will provide Products via vending machines (“**Vending Services**”) pursuant to the terms of the Agreement.
  
3. **Commissions**
  - A. Canteen will pay Client commissions in the percentages listed in the chart below, computed monthly (based on Canteen’s fiscal calendar) based upon Net Vending Sales (as defined below) from Vending Equipment on Client Location(s). Net Vending Sales means the reported units sold multiplied by the unit selling prices less applicable sales and use taxes. Further, costs of providing cashless payment options (e.g. credit and debit card readers) including, but not limited to wireless communications charges, bank or credit card fees, etc. shall not be deducted from Client commissions earned. Within 30 days of month end, Canteen will send Client a commission report and payments.
  - B. Commission Percentage Rates as of the Effective Date:

Product Categories	Commission Percentage Rate
Snacks	25%
Beverages	40%

C. Canteen guarantees a minimum commission of \$100,000 per year or Net Vending Sales of 25% Snacks and 40% Beverages, and Net Unattended Vending Sales of 25%, whichever amount is greater (“**Annual Guarantee**”). Notwithstanding however, in the event of termination or expiration of this Agreement, Canteen shall only be obligated to pay the actual commissions earned based upon the Commission Percentage Rates up to the date of termination or expiration and the foregoing Annual Guarantee will not apply to the year in which the Agreement is terminated or expires, or after such date.

Canteen will perform a reconciliation of commissions at the end of each Agreement year, and in the event the actual commissions paid to Client for such Agreement year are less than the foregoing Annual Guarantee, Canteen shall pay to Client such difference within thirty (30) days after the conclusion of such reconciliation.

**EXHIBIT C**  
**UNATTENDED VENDING SERVICES**

1. **Location(s).** Canteen will provide the Unattended Vending Services at the following Location(s):
  - A. Main Campus: 3209 Virginia Avenue, Fort Pierce, FL 34981
  - B. Treasure Coast Public Safety Training Complex: 4600 Kirby Loop Road, Fort Pierce, FL 34981
  - C. Pruitt Campus: 500 N.W. California Boulevard, Port St. Lucie, FL 34986
  - D. Chastain Campus: 2400 S.E. Salerno Road, Stuart, FL 34997
  - E. Clark Advanced Learning Center: 2400 S.E. Salerno Road, Stuart, FL 34997
  - F. Dixon Hendry Campus: 2229 N.W. 9<sup>th</sup> Avenue, Okeechobee, FL 34972
  - G. Mueller Campus: 6155 College Lane, Vero Beach, FL 32996
  - H. Blackburn Campus: 3002 Ave D, Fort Pierce, FL 34947
  - I. Prima Vista Campus: 419 SW Irving Street, Port St. Lucie, FL 34983

2. **Services.**
  - A. Canteen will provide Products via self-checkout kiosks (“Unattended Vending Services”).

**3. Commissions**

- A. Commissions will be computed monthly (based on Canteen’s fiscal calendar) based upon Net Unattended Vending Sales (as defined below) at Location(s). Net Unattended Vending Sales means the reported units sold (excluding cold food (general merchandise) and pastries) multiplied by selling Prices less applicable sales and use taxes. Costs of providing cashless payment options (e.g. credit and debit card readers) including, but not limited to wireless communications charges, bank or credit card fees, etc. shall not be deducted from Client commissions earned. Within 30 days of month end, Canteen will send Client a commission report and payments.
- B. Commission percentage rates as of the Effective Date.

Product Categories	Commission Percentage Rate
Unattended Vending Product Sales	25%

3.Canteen may, in its reasonable discretion, install camera technology to enhance security and comply with state and local laws, regulations, and ordinances (e.g., permitting, food safety, relating to the recording of students and individuals and Florida, Florida public records laws, Family Educational Rights and Privacy Act, etc.). Canteen will purchase and install such cameras on its equipment at its sole cost and expense and remove them upon termination or expiration of this Agreement. Client will allow Canteen reasonable access to the Location(s) for installation and removal. Such cameras may not be placed or installed on College facilities or equipment and must be visible with conspicuous signage. Canteen shall not do or permit anything on or about College property or facilities which will in any way damage the College’s property or facilities, obstruct or interfere with the rights of other users or occupants of College’s property and facilities, or install or use camera technology for any unlawful purpose. The College shall not be responsible or liable for any theft, loss, or damage to Canteen’s property or equipment.

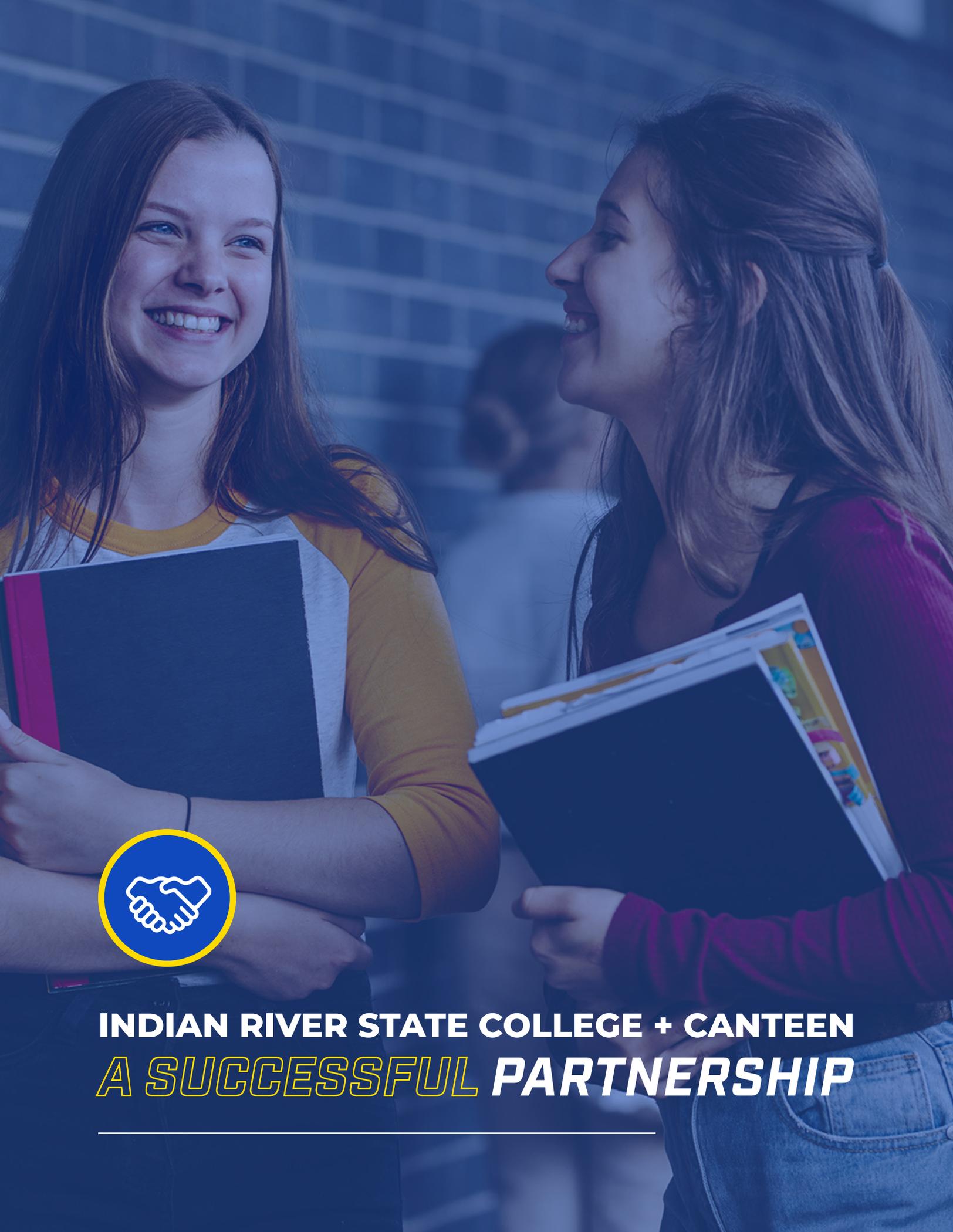
4. In the event Canteen is experiencing shrink of its Products at a Location(s) greater than 3% of sales during a calendar month, Client and Canteen shall work together to develop a plan to correct the issue. If after 60 calendar days, the issue is not resolved, Client shall be solely responsible for any Product loss due to shrink that is greater than or equal to 3% during a calendar month (the “True Up Payment”). The True Up Payment will be calculated as the selling price of the Products that were lost due to shrink during that calendar month as determined by Canteen’s records and invoiced to Client monthly.

# canteen

*HEALTHY SNACKS,*  
**BETTER FOCUS,**  
*STRONGER RESULTS.*

A Customized Vending Proposal Prepared for Indian River State College





**INDIAN RIVER STATE COLLEGE + CANTEEN**  
***A SUCCESSFUL PARTNERSHIP***

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**A) COVER SHEET: Submit an ITN cover sheet that includes the Solicitation title, Number, Date of submittal and the Company's name.**

ITN# 24/25-33 | April 11, 2025 | Compass Group USA Inc. by and through its Canteen Division

**B) LETTER OF TRANSMITTAL: A one-page Letter of Transmittal shall be addressed to Vanessa Dietz, Procurement Agent, and shall, at a minimum, contain the following information:**

April 15, 2025  
Vanessa Dietz  
Procurement Agent

Indian River State College  
3209 Virginia Ave.  
Fort Pierce, FL 34981

Dear Vanessa,

Everything around us is changing, no matter the environment. As on-site snack and beverage options evolve, it's necessary to keep innovating. Our customized vending services do just that, offering an amazing variety of high-quality, delicious choices.

We keep guests energized by not only giving them a quick snack, but by providing fuel to keep them going. From great coffee to kickstart the morning to customized snacks for all-day grazing, we make it easy for people to keep moving forward.

**Tailored localization.** Your location is unique and your offerings should be, too. We'll work with you to create a customized vending program that highlights exceptional service, market trends and your one-of-a-kind needs.

**Big business footprint, small business mindset.** We're adamant about maintaining authenticity and product integrity, whether we're servicing one account or 100. Our team focuses on meaningful ways to improve the guest experience, from product sourcing to delivery and maintenance to merchandising. Our locally run operations are backed by the support and resources of a global organization, giving us the opportunity to excel in daily operations while driving innovation, technology and efficiency in cost. As the nation's oldest and largest vending company, we know how to get it done.

**Always innovative.** We're passionate about innovation that elevates the choices guests are excited about. We know speed, convenience and flexibility are qualities that matter to you, driving us to search for the latest in technology, wellness offerings and trend-forward products.

We appreciate the opportunity to transform the vending experience at Indian River State College. We're excited to share our variety of options and setup possibilities with you. Together, we will make your vending program the industry standard for innovation and customer experience. We look forward to partnering with Indian River State College.

Sincerely,



Susan Amerson • Regional Sales Director • Canteen

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In keeping with Canteen's sustainability efforts and green initiative, your proposal is printed double-sided on recycled paper.

This proposal, designed specifically for Indian River State College, is confidential and proprietary to Compass Group USA Inc. (Compass). Any unauthorized dissemination to others outside your organization would irreparably harm Compass and entitle Compass to judicial equitable relief, including injunction and specific performance. This proposal is valid for 30 days after its presentation and/or delivery to you.



**WHAT'S IN STORE  
FOR INDIAN RIVER  
STATE COLLEGE**

Since its founding in 1959, Indian River State College has invested in student success. As evidenced by your recent Florida Collegiate Purple Star Campus award (congrats!), you encourage students to explore their personal talents and abilities, gain confidence and develop a vision for their lives. Just as important as academic and financial support is nutritional support. That's where Canteen comes in.

As part of Compass Group, the largest foodservice company in the world, Canteen can create a customized vending, beverage and market program that entices and engages everyone on your campus. Based on your RFP, our proposed solution focuses on the key areas we understand to be most important to a success partnership with IRSC:

## A QUALIFIED PARTNER WITH EXTENSIVE EXPERIENCE

Like you, student satisfaction is one of our top priorities, and our more than 95 years of experience means we know what Pioneers need and can make it happen.

- Enjoy a multitude of vending and market options that satisfy any craving and fit any lifestyle (vegan, vegetarian, gluten-free, kosher, halal and more)
- Our data and analytics partner, E15, lets us know what's popular at IRSC, around Fort Pierce and nationally, allowing us to be nimble and flex to student preferences and community trends
- You'll have the best of both worlds with the global footprint of Compass Group paired with the local attention of your Canteen on-site team
- Nearby schools like Palm Beach State College, Eastern Florida State College and the Florida Institute of Technology put their trust in us every day, and we can't wait to add IRSC to our list of satisfied client partners

## ATTENTIVE PERSONNEL

As your strategic partner, we will deliver the level of attention IRSC deserves.

- A dedicated customer service manager will be your single point of contact for all services
- Canteen's open communication and complete program visibility, including all data, reporting, budgets, etc., are part of what makes us a trustworthy partner
- We take the stress of managing foodservices off your plate by taking care of everything - installation, maintenance, cleaning and more

## SERVICE PLAN

Matching the high standards of IRSC with operational excellence, we offer limitless variety without ever sacrificing quality.

- Innovative technologies like self-checkout kiosks and state-of-the-art machines make dining easier and more convenient for all Pioneers
- At Massey Campus, an Avenue C market will bring fresh, filling foods like sandwiches, salads and heat-and-eat meals, so Pioneers have 24/7 access to the fuel they need
- Smart Service lets us remotely monitor your machines and their products, ensuring favorites are always ready for purchase and equipment is maintained

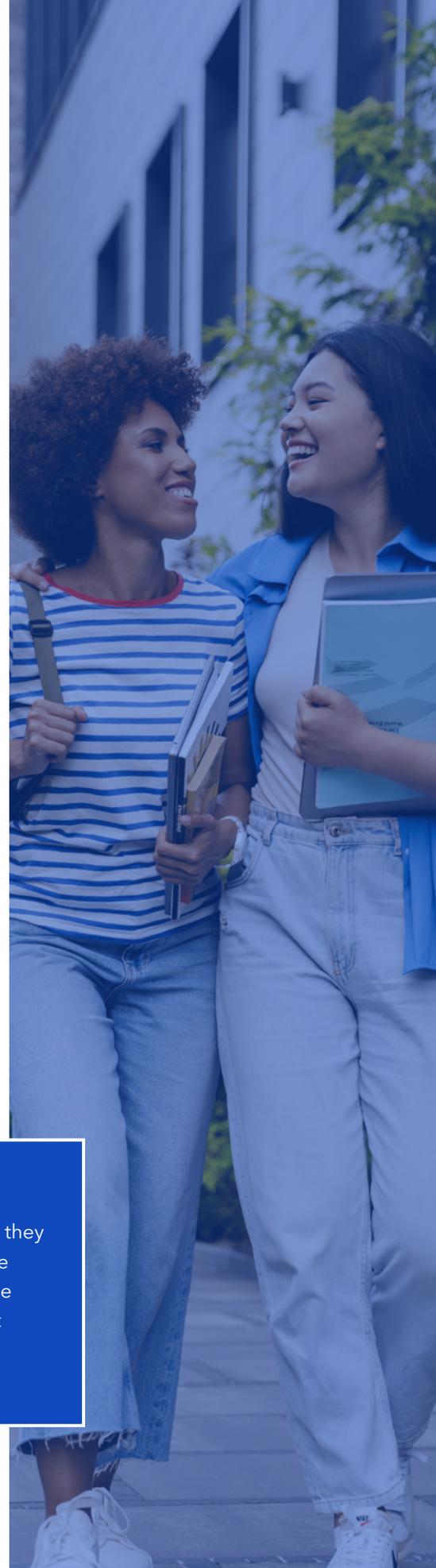
## UNBEATABLE PRICE

Affordability for Pioneers is top of mind for your program, but the value of partnering with Canteen goes beyond dollars and cents.

- Access financial transparency with Acuity, our platform that keeps you informed on program costs and is customizable, so you see the exact data you need
- Maximize college revenue share with beverage machines that offer all the brands Pioneers crave
- Get the best prices for products and supplies with Foodbuy, our group purchasing organization that provides the most reliable supply chain
- In spirit of our partnership, **we are offering \$100,000.00 guaranteed annual commissions or Snack 25%, Beverage 40%, Micro Market 25% whichever is greater.**

### IRSC + Canteen = Happy Pioneers

When students enroll to become Pioneers, IRSC gives them all the support they need to succeed. With Canteen, students can be further supported with the fuel they need every day on their academic journey. Our vending, beverage and market program puts students first, and our extensive experience, vast resources and responsible finances will form a solid partnership with IRSC. Together, let's empower Pioneers as they discover their futures.







***TECHNICAL***  
***PROPOSAL***

# 1. QUALIFICATIONS OF THE COMPANY

## THRIVING AT UNMATCHED SCALE

370,000+

connected vending machines



98%

Canteen client retention rate

99.7%

National accounts client retention rate

225+

corporate and franchise locations in

48

states



FORTUNE WORLD'S MOST ADMIRABLE COMPANIES 2023

28,500+ coffee service locations



NEWSWEEK AMERICA'S GREATEST WORKPLACES for Diversity and Women 2024

BUSINESS GROUP ON HEALTH

Best Employers for Excellence in Health & Well-Being 2024



20,000+ micromarkets

14,000 employees



\$1.5B

in national accounts managed volume

\$3.6B

in Canteen managed volume



95+ Years

leading our industry with innovation

# OUR VALUES

Our company's foundation lies in six core values that are aligned with yours. These values highlight a standard of excellence upheld for more than 95 years. Our innovative approach to serving you the highest-quality products is just one benefit of our leadership.



## SERVICE

We are dedicated to providing an unmatched level of service to all of our clients and customers.



## INNOVATION

Our innovative offerings include sustainability programming, enhanced technology, specialized local offerings and forward-thinking recruitment opportunities.



## QUALITY

We own our commissary network and promise to provide only the highest-quality products and to partner with reputable organizations - companies that source products locally, focus on sustainability and limit their use of antibiotics.



## WELLNESS

We are committed to upholding standards of wellness in our workplace and yours. Our campaigns encourage healthy eating and plant-based solutions while minimizing waste.



## LEADERSHIP

We bring industry-leading solutions in refreshment services, business intelligence and reporting capabilities, as well as nationwide partnerships, to the table.



## PEOPLE

We believe the support, encouragement and dedication we provide to the well-being of our associates - as well as innovation to the clients and communities we service - is reflective of the excellent service we will provide.

# PURCHASING

Foodbuy, a subsidiary of Compass Group and the nation's largest group purchasing organization, gives our clients access to the best selection, aggressive pricing, recall processes and expertise in supply chain and negotiations. It has never been more important to have a consistent, engaging foodservice program.

Foodbuy analyzes culinary needs, foodservice trends, operating habits and nutrition and health issues, and matches those criteria with the world's premier suppliers for the highest quality, value and guest satisfaction.

Managing 3,650 contracted vendors across North America, Foodbuy supports us with deals for front- and back-of-house products and services. Working with the most recognized brands in the industry, we also enjoy access to both regional and local providers.

The sourcing and category development teams work to benefit both members and suppliers by driving category growth and strengthening programs, as well as collaborating with supplier partners to find the best products and services for your needs. Driving down costs by negotiating greater volume through fewer products is just one of the advantages of Foodbuy.

## KNOWLEDGE AND RESOURCES

Foodbuy negotiators leverage their knowledge of commodity forecasts and regulatory issues, as well as sustainability goals, product innovation and economies of scale for optimal outcomes for each of its stakeholders. They also notify us of product recalls or withdrawals.

## INFLATION UPDATES

To assist in menu planning, Foodbuy publishes a monthly price watch report and a quarterly inflation report to keep operators abreast of commodity price changes.

## MONTHLY NEWSLETTER

Foodbuy Factor is the monthly purchasing newsletter published by Foodbuy. This is a great resource for important information about the most recent changes and developments in purchasing.



**Foodbuy's experts in data management, marketing and supply chain logistics understand the competitive landscape and negotiate more than just a good price.**





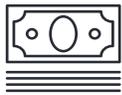
# THE POWER OF COMPASS GROUP

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Indian River State College's specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.



Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors - streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results.\*

## GLOBAL KEY FIGURES



**\$42.2B**  
revenue



**580K**  
associates



**14M+**  
meals served  
per day



**55K+**  
client locations  
in 30 countries

*\*Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*

## AWARDS AND RECOGNITION

- **Time:** World's Best Companies, 2024; No. 31 of 1,000 companies (Compass Group PLC)
- **Newsweek:** America's Greatest Workplaces, 2024; America's Greatest Workplaces for Diversity, 2024; America's Greatest Workplaces for Women, 2024; Most Trustworthy Companies in America, 2023
- **Fortune:** World's Most Admired Companies, 2023 (Compass Group PLC)
- **Forbes:** America's Best Large Employers, 2023
- **The International Association for Food Protection:** Black Pearl Award, 2023



## CYBERSECURITY

We invest \$33 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.



## BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.



## STRATEGIC PROJECTS

This internal team's deep knowledge of transition - and their extensive experience in change management - are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.



## COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.



## PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.



## E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.



## ENVISION

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.



# LITIGATION AND CONTRACT HISTORY

- Provide a brief description of any:
- Conviction or indictment of the company or any officer of the company within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.

## ***ADMINISTRATIVE COMPLAINTS, LAWSUITS AND LITIGATION***

As a large foodservice company, Compass Group USA Inc. by and through its Canteen Division (“Compass”) is a party to litigious actions from time to time in the ordinary course of its business. However, the terms of such litigious actions are confidential and such litigious actions will not cause Compass Group to be unable to perform or fulfill any of its obligations under a contract with the Indian River State College

- Adjudication or determination by any federal, state, or local agency that the company or any officer of the company has violated any provision of law relating to equal opportunity or fair employment.

Click or Scan  
QR Codes to  
see our policies.



Equal Employment  
Opportunity



Fair Treatment Policy

- Termination of a contract for cause.

Very rarely, Canteen or its clients may terminate a contract without cause or for cause, and the terms of such terminations are confidential; however, no such terminations will interfere with Canteen’s ability to fulfill its obligations under the resulting contract with Indian River State College.

# 2. QUALIFICATIONS OF PERSONNEL

This section should identify the key individuals who will be providing the required services to the College and the roles of those individuals on behalf of the company. Include resumes of all key personnel listed. Please do not include more than ten (10) resumes.

## **KEY PERSONNEL**

### **MARK SINCLAIR - DISTRICT GENERAL MANAGER**

- 38 years with Canteen.
- ServSafe-certified.

### **SEAN STROSSER - REGIONAL FINANCE DIRECTOR**

- 10 years with Canteen.
- 20 years of experience in accounting management.
- BS in accounting from UCF.

### **RICHARD BIEGASIEWICZ - DISTRICT OPERATIONS MANAGER**

- Eight years with Canteen.
- ServSafe-certified.
- Training/Experience - I have been in the food and beverage industry since 1995. In this time, I have performed duties at every level from route delivery to sales and management. I have a degree in business management/warehouse logistics.

### **WESLEY ROBBINS - CUSTOMER SERVICE MANAGER**

- 10 years With Canteen.
- ServSafe-certified.
- Training/Experience - I have been in the food and beverage industry for over 30 years with companies like Anheuser-Busch, Coca-Cola, and now Canteen. During this time, I have performed duties at every level from warehouse, delivery, sales and management.

### **ROUTE PERSONNEL**

- Route personnel receive initial training as well as working with a trainer for a minimum of three weeks.
- 75% of current drivers have over five years of experience with Canteen.

### **LOCAL BUSINESS WITH RESPONSE TIMES UNDER 24 HOURS**

# 3. PAST PERFORMANCE – EXPERIENCE

**Provide a list of clients within the past three (3) years for whom Proposer has provided Vending Services and/or with whom the company has engaged in a Pouring Rights Agreement. Include the length of the contract with the client along with the clients contact information including name, phone and email address**

## ***REFERENCES***

Listed here is a sampling of our satisfied customers. Please feel free to contact any or all of these partners to obtain an overview of our ability to provide superior service. If you would like, we will arrange a tour of our operation in any of our client locations.

### **FLORIDA INSTITUTE OF TECHNOLOGY**

- Vending/markets and coffee, partnership since 2012

#### **Contact**

- Tom Stewart, Assistant Vice President
- 321-674-7458
- [tstewart@fit.edu](mailto:tstewart@fit.edu)

### **EASTERN FLORIDA STATE COLLEGE**

- Vending/markets partnership since 2010

#### **Contact**

- Kristen Salitore, Procurement Manager
- 321-433-7345
- [salitorek@easternflorida.edu](mailto:salitorek@easternflorida.edu)

### **LEONARDO DRS**

- Vending/markets and coffee, partnership since 2006

#### **Contact**

- Ali Morrison, Senior Executive Assistant
- 321-622-1021
- [ali.morrison@drs.com](mailto:ali.morrison@drs.com)

# 4. SERVICE PLAN

**Describe the services and activities that your company proposes to provide to the College. Include the following information:**

## **Pouring Rights**

**a. Beyond having exclusivity in the sales of your company’s products, outline the additional services or value-added programs that IRSC would gain from contracting with your company for Pouring Rights.**

We are only providing vending services.

**b. Provide a product list of branded beverage items that are requested to be exclusively sold.**

We are only providing vending services.

## **Vending Services**

**a. Provide a full product list of snack and beverage options available that have a proven record of successful sales on a college campus. The product list should include recommended pricing for each product.**

Description	Price
Nabisco Belvita Blueberry Breakfast Biscuits (1.76 oz.)	\$2.25
Clif Builders Crunchy Peanut Butter Bar (2.4 oz.)	\$3.50
Clif Builders Chocolate Peanut Butter Bar (2.4 oz.)	\$3.50
Clif Crunchy Peanut Butter Bar (2.4 oz.)	\$3.50
Clif White Chocolate Macadamia Nut Bar (2.4 oz.)	\$3.50
Ever Bar Dark Chocolate Wafer (1.2 oz.)	\$3.00
Fiber One Oats & Chocolate Chewy Bar (1.4 oz.)	\$2.25
Fruit Gushers Super Sour Berry (1.9 oz.)	\$2.25
Fruit Gushers Tropical (4.25 oz.)	\$3.00
Ghirardelli Milk Chocolate Caramel 2 Squares (1.06 oz.)	\$1.25
Golden Grahams Chocolate Marshmallow Treat (2.1 oz.)	\$2.50
Gatorade Chocolate Chip Whey Protein Bar (2.8 oz.)	\$2.25
Halls Cherry Triple Soothing Action (Pack of 9)	\$1.45
Ice Breaker Coolmint (1.5 oz.)	\$1.00
Swedish Fish Red (2 oz.)	\$2.25
Kars Sweet n Salty Trail Mix (2 oz.)	\$1.25
Kind Caramel Almond & Sea Salt Bar (1.4 oz.)	\$3.00

Description	Price
Kind Cranberry & Almond + Antioxidants (1.4 oz.)	\$3.00
Kind Plus Dark Chocolate Cherry Cashew Bar (1.4 oz.)	\$3.00
Kind Plus Peanut Butter Dark Chocolate + Protein Bar (1.4 oz.)	\$3.00
Kellogg Nutrigrain Strawberry Cereal Bar (1.3 oz.)	\$2.25
Kellogg Nutrigrain Apple Cinnamon Cereal Bar (1.3 oz.)	\$2.25
Lays Munchies Cheese Peanut Butter Cracker (1.42 oz.)	\$2.00
Lays Munchies Peanut Butter Toast Cracker (1.42 oz.)	\$2.00
Wrigleys Lifesavers 5 Flavors (0.9 oz.)	\$1.00
Nabisco Fig Newtons (2 oz.)	\$2.25
NuGo Dark Chocolate Chocolate Chip Bar (1.76 oz.)	\$4.00
Nut Harvest Salted Peanuts (1.625 oz.)	\$2.25
Nature Valley Crunch Peanut Butter (1.5 oz.)	\$2.25
Nature Valley Crunchy Oats and Honey (1.5 oz.)	\$2.25
Nature Valley Biscuits with Cinnamon Almond Butter (1.35 oz.)	\$2.00
Double Barrel Salami Stick (1 oz.)	\$2.00
Ready Nutrition Clean Chocolate Peanut Butter Bar (1.83 oz.)	\$3.00
Sahale Classic Fruit & Nut Blend Mix (1.5 oz.)	\$2.25
Sahale Maple Pecan Glazed Mix (1.5 oz.)	\$2.25
Sour Patch Kids (2 oz.)	\$2.25
Trident Original (14stk)	\$1.00
Trident Tropical Twist (14stk)	\$1.00
Think Thin Brownie Crunch Bar (2.1 oz.)	\$3.00
Trolli Sour Brite Crawlers Minis (2 oz.)	\$2.25
Wonderful Pistachios No Shells (0.75 oz.)	\$2.25
3 Musketeers V (1.92 oz.)	\$2.50
Almond Joy (1.61 oz.)	\$2.50
Baby Ruth (1.9 oz.)	\$2.50
Butterfinger (1.9 oz.)	\$2.50
Crunch Bar (1.55 oz.)	\$2.50
Hershey's Milk Chocolate with Almonds (1.45 oz.)	\$2.50
Hershey's Cookies n Cream (1.55 oz.)	\$2.50
Hershey's Milk Chocolate (1.55 oz.)	\$2.50
Kinder Bueno Chocolate Bar (1.5 oz.)	\$2.50
Kit Kat (1.5 oz.)	\$2.50
Oreo Chocolate Cookie (2.4 oz.)	\$2.50
PayDay (1.85 oz.)	\$2.50
Reese's Fast Break (1.8 oz.)	\$2.50
Reese's Peanut Butter Cups (1.5 oz.)	\$2.50
Reese's Nutrageous (1.66 oz.)	\$2.50
Wrigleys Altoids Peppermint (1.76 oz.)	\$2.00
Breath Savers Peppermint (0.75 oz.)	\$1.00
Breath Savers Wintergreen (0.75 oz.)	\$1.00
Halls Mentho Lyptus Triple Soothing Action (Pack of 9)	\$1.00
Orbit Spearmint Sugar Free Gum (14piec)	\$1.75
Starburst Original Fruit Chews (2.07 oz.)	\$2.25
Tic Tac Freshmints (1 oz.)	\$1.75

Description	Price
Wrigleys Doublemint Gum (15stk)	\$1.50
Fairlife 2% Ultra Filtered Chocolate Milk (14 oz.)	\$2.75
Entenmanns Chocolate Frosted Mini Donuts (3.25 oz.)	\$2.50
Grandmas Mini Vanilla Cream Cookies (2.12 oz.)	\$2.50
Kellogg Rice Krispies Treats (1.3 oz.)	\$2.50
Kellogg Pop Tarts Frosted Brown Sugar Cinnamon (3.3 oz.)	\$2.50
Kellogg Pop Tarts Frosted Strawberry (3.3 oz.)	\$2.50
Mrs. Freshleys Chocolate Cupcakes (4 oz.)	\$2.50
Mrs. Freshleys Crunch Mini Donut (3.4 oz.)	\$2.50
Mrs. Freshleys Jumbo Glazed Honey Bun (4 oz.)	\$2.50
Otis Spunkmeyer Banana Nut Muffin (4 oz.)	\$2.50
Otis Spunkmeyer Chocolate Chip Muffin (4 oz.)	\$2.50
Albanese 12 Flavor Gummi Bears (7.5 oz.)	\$3.00
Albanese 12 Flavor Mini Gummi Worms (7.5 oz.)	\$3.00
Anderson Peanut Butter Filled Nuggets (2.5 oz.)	\$3.00
Cheetos Crunchy (2 oz.)	\$2.25
Cheez-Its (1.5 oz.)	\$2.25
Cheez-Its Duoz Sharp Cheddar Parmesan (4.3 oz.)	\$3.00
Chex Mix Traditional (1.75 oz.)	\$2.25
Chester Fries Flamin' Hot (1.75 oz.)	\$2.25
Classic Cookie Chocolate Chip Chocolate (3 oz.)	\$2.50
Combos Cheddar Cheese Pretzel V (1.8 oz.)	\$2.25
Doritos Cool Ranch (1.75 oz.)	\$2.25
Doritos Nacho Cheese (1.75 oz.)	\$2.25
Doritos Spicy Sweet Chili (1.75 oz.)	\$2.25
Deep River Cracked Pepper & Sea Salt Kettle Chips (2 oz.)	\$2.50
Deep River Mesquite BBQ Kettle Chips (2 oz.)	\$2.50
Deep River Original Salted Kettle Chips (2 oz.)	\$2.50
Deep River Salt & Vinegar Kettle Chips (2 oz.)	\$2.50
Deep River Sweet Maui Onion Kettle Chips (2 oz.)	\$2.50
El Sabroso Salsitas Salsa Chips (1.5 oz.)	\$2.25
Famous Amos Chocolate Chip Cookies (2 oz.)	\$2.50
Fritos (2 oz.)	\$2.25
Fritos Chili Cheese (2 oz.)	\$2.25
Fritos Flavor Twists with Honey BBQ (2 oz.)	\$2.25
Food Should Taste Good Multigrain Tortilla Chips (1.5 oz.)	\$2.25
Food Should Taste Good Sweet Potato Tortilla Chips (1.5 oz.)	\$2.25
Funables Mixed Berry Fruity Snacks (2.5 oz.)	\$2.25
Funyuns (1.25 oz.)	\$2.25
Gardetto's Original Snack Mix (1.75 oz.)	\$2.25
Golden Flake Thin & Crispy Sweet Heat Barbecue (1.5 oz.)	\$2.25
Grandmas Mini Chocolate Chip Cookies (2 oz.)	\$2.50
Haribo Gummi Gold-Bears (2 oz.)	\$2.25
Haribo Sour Streamers (3.6 oz.)	\$2.50
Jack Links Original Beef Jerky (0.9 oz.)	\$3.50
Jack Links Peppered Beef Jerky (0.9 oz.)	\$3.50

Description	Price
Jack Links Teriyaki Beef Jerky (0.9 oz.)	\$3.50
Jolly Rancher Gummies Sours (6.5 oz.)	\$3.00
Kellogg Nutrigrain Power-Fulls Chocolate Chip Oat Bites (2.2 oz.)	\$2.25
Kellogg Pop Tarts Frosted Cinnamon Roll Bites (3.5 oz.)	\$2.50
Lays Regular Chips (1.5 oz.)	\$2.25
Lays Sour Cream & Onion Chips (1.5 oz.)	\$2.25
Lays Salt & Vinegar (1.5 oz.)	\$2.25
Lays Wavy Hickory BBQ (1.5 oz.)	\$2.25
Macs BBQ Pork Skins (1 oz.)	\$2.25
Ms Vickies Spicy Dill Pickle (1.375 oz.)	\$2.25
Oven Baked Lays BBQ (1.125 oz.)	\$2.25
Planters Tropical Fruit & Nut Trail Mix (2 oz.)	\$2.25
Popchips Sour Cream & Onion (0.8 oz.)	\$2.25
Pringles BBQ (2.5 oz.)	\$3.00
Pringles Sour Cream and Onion (2.5 oz.)	\$3.00
Pringles Salt & Vinegar (2.5 oz.)	\$3.00
Rold Gold Tiny Twists Pretzels (2 oz.)	\$2.25
Ruffles Cheddar Sour Cream (1.5 oz.)	\$2.25
Sensible Portions Garden Veggie Straws Zesty Ranch (1 oz.)	\$2.25
Shaq A Licious XL Original Gummies (6.2 oz.)	\$3.00
Skinny Pop Popcorn (1 oz.)	\$2.25
Smartfood White Cheddar Popcorn (1 oz.)	\$2.25
Snyders Nashville Hot Pretzel Pieces (2.25 oz.)	\$2.25
Stacy's Pita Chips Garlic Parmesan (1.5 oz.)	\$2.25
Sun Chips Garden Salsa (1.5 oz.)	\$2.25
Sun Chips Harvest Cheddar (1.5 oz.)	\$2.25
Nabisco Wheat Thins (1.75 oz.)	\$2.25
Wonka Nerds Gummy Clusters (5 oz.)	\$3.00
Zapp's VooDoo Kettle Chips (1.5 oz.)	\$2.50
5-Hour Energy Berry (1.93 oz.)	\$3.00
5-Hour Energy Extra Strength Berry (1.93 oz.)	\$3.00
Amino Energy + Electrolytes Blueberry Lemonade (12 oz.)	\$4.00
Bang Blue Razz Brain & Body Fuel (16 oz.)	\$4.00
Bang Peach Mango Brain & Body Fuel (16 oz.)	\$4.00
BodyArmor Orange Mango SuperDrink (16 oz.)	\$3.00
BodyArmor Strawberry Banana SuperDrink (16 oz.)	\$3.00
BodyArmor Blackout Berry SuperDrink (16 oz.)	\$3.00
BodyArmor Lyte Peach Mango SuperDrink (16 oz.)	\$3.00
BodyArmor Lyte Strawberry Banana SuperDrink (16 oz.)	\$3.00
Bubly Blackberrybubly Sparkling Water (12 oz.)	\$2.50
C4 Zero Sugar Frozen Bombsicle Energy (16 oz.)	\$4.00
Celsius Sparkling Orange (12 oz.)	\$4.00
Celsius Raspberry Acai Green Tea (12 oz.)	\$4.00
Celsius Sparkling Fuji Apple Pear (12 oz.)	\$4.00
Celsius Sparkling Peach Vibe (12 oz.)	\$4.00
Celsius Sparkling Wildberry (12 oz.)	\$4.00

Description	Price
Celsius Sparkling Watermelon (12 oz.)	\$4.00
Celsius Fantasy Vibe Sparkling Mandarin Marshmallow (12 oz.)	\$4.00
Celsius Tropical Vibe (12 oz.)	\$4.00
Core Power Chocolate Protein Shake 26g (14 oz.)	\$4.00
Core Power Strawberry Banana Protein Shake 26g (14 oz.)	\$4.00
Core Power Vanilla Protein Shake 26g (14 oz.)	\$4.00
Dole/Ocean Spray 100% Orange Juice (15.2 oz.)	\$3.00
Dole/Ocean Spray 100% Apple Juice (15.2 oz.)	\$3.00
Dunkin French Vanilla Iced Coffee (13.7 oz.)	\$4.00
Dunkin Original Iced Coffee (13.7 oz.)	\$4.00
Full Throttle Citrus Energy Drink (16 oz.)	\$4.00
Gatorade Cool Blue (20 oz.)	\$3.00
Gatorade Fruit Punch (20 oz.)	\$3.00
Gatorade Lemon Lime (20 oz.)	\$3.00
Gatorade Orange (20 oz.)	\$3.00
Gatorade Frost Glacier Cherry (20 oz.)	\$3.00
Gatorade Frost Glacier Freeze (20 oz.)	\$3.00
Gatorade Zero Glacier Cherry (20 oz.)	\$3.00
Gatorade Zero Glacier Freeze (20 oz.)	\$3.00
Karma Blueberry Lemonade Wellness Water (18 oz.)	\$3.00
La Colombe Draft Latte Triple Iced Coffee Can (11 oz.)	\$4.00
Lipton Peach Iced Tea (20 oz.)	\$3.00
Lipton PureLeaf with Lemon (18.5 oz.)	\$3.50
Lipton PureLeaf Sweet Tea (18.5 oz.)	\$3.50
Lipton PureLeaf Unsweetened Black Tea (18.5 oz.)	\$3.50
Gold Peak Sweetened Iced Tea (18.5 oz.)	\$3.50
Minute Maid 100% Apple Juice Bottle (12 oz.)	\$3.00
Minute Maid 100% Orange Juice Bottle (12 oz.)	\$3.00
Minute Maid Lemonade (20 oz.)	\$3.00
Monster Energy (16 oz.)	\$4.00
Monster Mean Bean Java (15 oz.)	\$4.00
Monster Energy Ultra Vice Guava (16 oz.)	\$4.00
Monster Loca Moca Java (15 oz.)	\$4.00
Monster Energy Ultra Strawberry Dreams (16 oz.)	\$4.00
Monster Energy Ultra Sunrise (16 oz.)	\$4.00
Monster Energy Zero Ultra (16 oz.)	\$4.00
Mountain Dew Kickstart Orange Citrus (16 oz.)	\$4.00
Naked Juice Strawberry Banana (15.2 oz.)	\$4.00
Naked Juice Green Machine (15.2 oz.)	\$4.00
NOS High Performance Energy Drink (16 oz.)	\$4.00
Powerade ION4 Fruit Punch (20 oz.)	\$3.00
Powerade ION4 Grape (20 oz.)	\$3.00
Powerade ION4 Lemon Lime (20 oz.)	\$3.00
Powerade ION4 Orange (20 oz.)	\$3.00
Powerade ION4 Mountain Blast (20 oz.)	\$3.00
Powerade ION Zero Fruit Punch (20 oz.)	\$3.00

Description	Price
Powerade Zero Grape (20 oz.)	\$3.00
Powerade ION Zero Mixed Berry (20 oz.)	\$3.00
Propel Zero Kiwi Strawberry (12 oz.)	\$3.00
Propel Zero Kiwi Strawberry (20 oz.)	\$3.00
Red Bull Blue Edition Energy Drink (8.4 oz.)	\$4.00
Red Bull Energy Drink (8.4 oz.)	\$4.00
Red Bull Sugar Free Energy Drink (8.4 oz.)	\$4.00
Red Bull Coconut Edition Coconut Berry Energy Drink (8.4 oz.)	\$4.00
Red Bull Pink Edition Wild Berries (8.4 oz.)	\$4.00
Red Bull Summer Edition Curuba Elderflower (8.4 oz.)	\$4.00
Red Bull Yellow Edition Tropical Fruit Energy Drink (8.4 oz.)	\$4.00
Reign Storm Kiwi Blend (12 oz.)	\$4.00
Reign Storm Valencia Orange (12 oz.)	\$4.00
Rockstar Energy Sugar Free (16 oz.)	\$4.00
Snapple Apple PL (16 oz.)	\$3.00
Snapple Kiwi Strawberry PL (16 oz.)	\$3.00
Starbucks Double Shot White Chocolate (15 oz.)	\$4.00
Starbucks Double Shot Mocha (15 oz.)	\$4.00
Starbucks Double Shot Vanilla (15 oz.)	\$4.00
Starbucks Frappuccino Carmel (9.5 oz.)	\$4.00
Starbucks Frappuccino Mocha (9.5 oz.)	\$4.00
Starbucks Frappuccino Vanilla (9.5 oz.)	\$4.00
Talking Rain Blue Raspberry Sparkling ICE + Caffeine (16 oz.)	\$4.00
Tropicana No Pulp 100% Pure Florida Orange Juice (11 oz.)	\$3.00
Tropicana Lively Lemonade (11 oz.)	\$3.00
Vitamin Water Energy Tropical Citrus (20 oz.)	\$3.00
Vitamin Water Essential (20 oz.)	\$3.00
Vitamin Water Power C (20 oz.)	\$3.00
Vitamin Water XXX (20 oz.)	\$3.00
Yoo-hoo Chocolate Drink Bottle (15.5 oz.)	\$3.75
Big AZ Cheeseburger (8.72 oz.)	\$5.00
Carando Pepperoni Rip n Dip (8.5 oz.)	\$5.00
Chobani Nonfat Blueberry on the Bottom Greek Yogurt (5.3 oz.)	\$2.00
Chobani Nonfat Vanilla Greek Yogurt (5.3 oz.)	\$2.00
Easy Egg 60242 Peeled Hard Cooked Eggs (3.1oz, Pack of 2)	\$2.00
El Monterey Chicken & Cheese Chimichanga (4.5 oz.)	\$3.00
El Monterey Steak and Cheese Burrito (4.8 oz.)	\$3.00
Fiorucci Hard Salami & Mozzarella Panino (1.5 oz.)	\$2.50
Hot Pockets Ham and Cheese (4oz )	\$3.00
Hot Pockets Pepperoni Pizza (4 oz.)	\$3.00
Jimmy Dean Sausage Biscuit Twin #10325 (3.4 oz.)	\$2.00
Jimmy Dean Sausage, Egg & Cheese Croissant (4.5 oz.)	\$4.00
Oscar Mayer Lunchables Ham & Cheddar with Crackers #522 (3.2 oz.)	\$3.00
Pierre Classic Grilled Cheese Sandwich (4.1 oz.)	\$4.00
Pierre Jumbo Southern Fried Chicken Sandwich #1080 (6.4 oz.)	\$5.50
Pierre Mini Twin Spicy Breaded Chicken Sandwiches #0423 (5.5 oz.)	\$3.00

Description	Price
Tyson Chicken n' Waffle Sandwich (4.6 oz.)	\$3.00
White Castle Cheeseburger Sliders (3.66 oz.)	\$3.00
Poppi Doc Pop Soda (12 oz.)	\$3.00
Aquafina (20 oz.)	\$3.00
Dasani Water (20 oz.)	\$3.00
Life Wtr Purified Water ph Balance (20 oz.)	\$3.00
Glaceau Smart Water (20 oz.)	\$3.50
Barq's Root Beer (20 oz.)	\$3.00
Lipton Brisk Lemon Iced Tea (20 oz.)	\$3.00
Canada Dry Ginger Ale (20 oz.)	\$3.00
Cherry Coke (20 oz.)	\$3.00
Cherry Coke Zero (20 oz.)	\$3.00
Coca-Cola Classic (20 oz.)	\$3.00
Coca-Cola Zero Sugar Bottle (20 oz.)	\$3.00
Crush Grape (20 oz.)	\$3.00
Crush Orange (20 oz.)	\$3.00
Dr Pepper (20 oz.)	\$3.00
Dr Pepper Cream Soda (20 oz.)	\$3.00
Diet Coke (20 oz.)	\$3.00
Diet Dr Pepper (20 oz.)	\$3.00
Diet Mountain Dew (20 oz.)	\$3.00
Fanta Grape (20 oz.)	\$3.00
Fanta Orange (20 oz.)	\$3.00
Fanta Pineapple (20 oz.)	\$3.00
Fanta Strawberry (20 oz.)	\$3.00
Lipton Diet Green Tea with Citrus (20 oz.)	\$3.00
Lipton Green Tea with Citrus (20 oz.)	\$3.00
Mountain Dew (20 oz.)	\$3.00
Mountain Dew Baja Blast (20 oz.)	\$3.00
Mountain Dew Code Red (20 oz.)	\$3.00
Mountain Dew Voltage (20 oz.)	\$3.00
Mug Root Beer (20 oz.)	\$3.00
Pepsi Zero Sugar (20 oz.)	\$3.00
Pepsi (20 oz.)	\$3.00
Pepsi Wild Cherry (20 oz.)	\$3.00
Sprite (20 oz.)	\$3.00
Blue Bunny Vanilla Ice Cream Sandwich (6 oz.)	\$3.00
Good Humor Oreo Cookie Ice Cream Bar (4 oz.)	\$3.00
Good Humor Strawberry Shortcake (4 oz.)	\$3.00
M&M Ice Cream Chocolate Cookie Sandwich (4 oz.)	\$3.00
Nestle Drumstick (4.6 oz.)	\$3.00
Snickers Ice Cream Bar (2.8 oz.)	\$3.00
Twix Ice Cream Bar (3 oz.)	\$3.00



**b. A general description of your vending machines, their capabilities, and a sample machine specification.**



**Glass-Front Beverage**

**SPECIFICATIONS**

	<b>Narrow</b>	<b>Wide</b>
Height	72"	72"
Width	39"	47"
Depth	32"	32"
Weight	545 lbs.	764 lbs.
Electrical	115 VAC 60Hz, 10.2A	115 VAC 60Hz, 10.2A

**KEY FEATURES**

- Surround & Integrated Payment LED Option
- Standard Cabinet LED Lighting
- Custom Graphics
- Top delivery speed of eight seconds
- Efficient loading

**OTHER FEATURES**

- Color Display
- Integrated Cashless
- Largest Variety
- Shopping Cart
- Nutritional Information
- Digital Advertising
- Delivery Speed
- Intelligent Store
- Efficient Loading



**Glass-Front Snack**

**SPECIFICATIONS**

	<b>Narrow</b>	<b>Wide</b>
Height	72"	72"
Width	33"	44"
Depth	39"	38"
Weight	510 lbs.	610 lbs.
Electrical	115 VAC 60Hz, 3A	115 VAC 60Hz, 3A

**KEY FEATURES**

- Guaranteed Product Delivery with SureVend Technology
- Standard Cabinet LED Lighting
- 7" Touchscreen with Color Display or 3.5" Keypad
- Surround & Integrated Payment LED Option
- Custom Graphics
- Internal Tactile Keypad & Speaker Option (for visually impaired operators)

**OTHER FEATURES**

- Color Display
- Integrated Cashless
- Largest Variety
- Shopping Cart
- Nutritional Information
- Digital Advertising
- Intelligent Store

BEFORE



AFTER



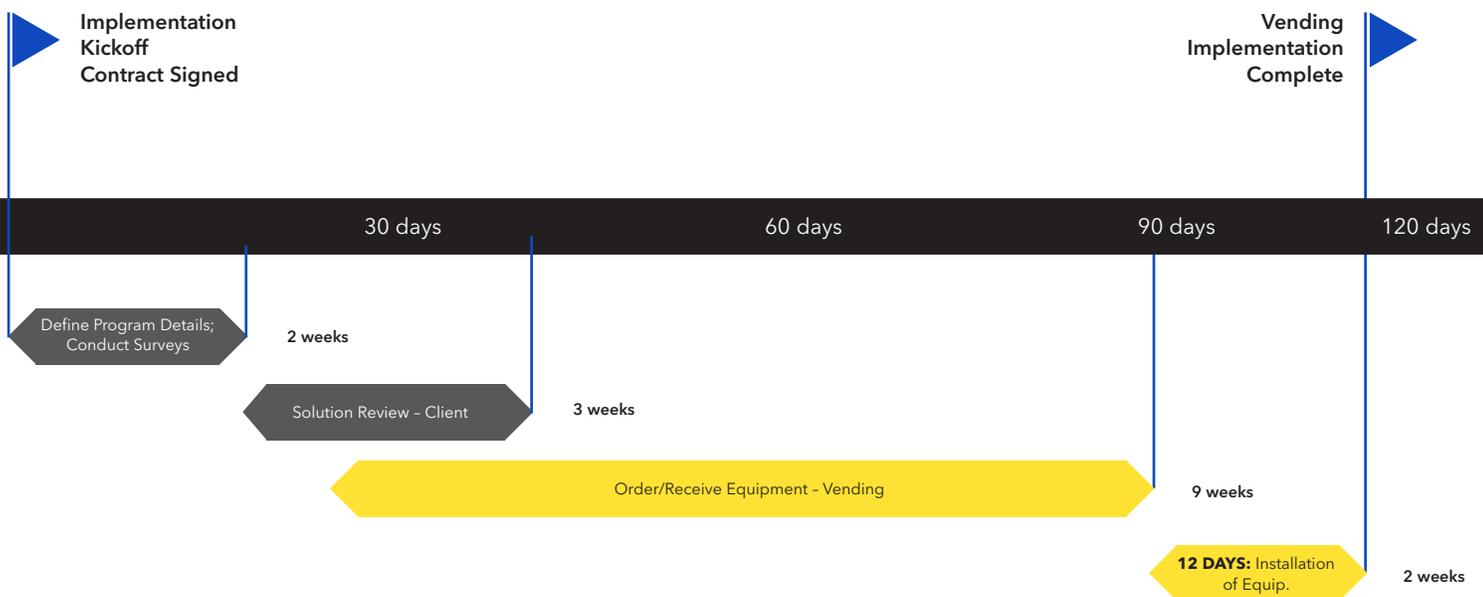
Glass-Front Beverage



Glass-Front Snack

c. Provide a timeline for machine deployment and other related tasks to start up the vending program.

# SEAMLESS TRANSITION



## Phase I

### Survey Review

- Solution Review with Client
- Equipment Approval
- Client Communications and Facility Enhancements

### Equipment Requirements

- Order Equipment
- Receive Equipment
- Schedule Incumbent Removal
- Client Communications

## Phase II

### Program Installations

- Schedule Installations
- Preinstall Site Notifications
- Installations
- Site Experience Follow-Up
- Post-Install Client Communications

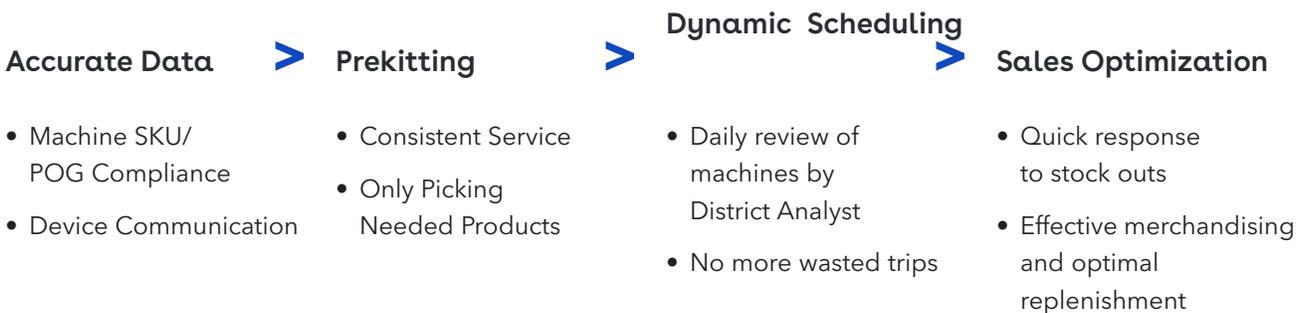
**d. Describe strategies used to optimize vending sales.**

# SMART SERVICE

Smart Service is how we deliver the right product, at the right time, in the right amounts directly to your location.

## HOW DOES IT WORK?

- Using the data collected from a credit card reader, we know what is in your machine in real time.
- At the warehouse, we pick exactly what and how much product is needed for your location. No guesswork.
- Our route professional will deliver what you need, when it's needed with less trips to the truck and less time spent on the road and in your facility.



## CUSTOMER SATISFACTION

### Accurate Data

- Effective product placement for your machine
- Merchandising from the warehouse based on data
- Cashless devices provides telemetry to our scheduler so we can service your location when it's needed

### Prekitting

- We can customize your product offering much faster at your request or based on sales

### Scheduling

- Dedicated Scheduler reviews each route daily. System automatically suggests machines needing service
- Your route professional is more efficient as they enter your location and only need to make one trip
- Accounts fluctuating labor schedule is no longer an issue if we are not notified

### Sales Optimization

- We receive maintenance alerts using cellular data so we know exactly when your machine needs to be serviced
- Stock outs are reduced as we know when your machine is running low on product
- More beverage options in glass front machines as we can pick individual bottle orders
- Optimize product mix to maximize sales

**e. Describe refund procedures for customers who do not receive a vended product.**

## ***REFUND PROGRAM***

If anyone experiences losses due to a machine malfunction or damaged product, a refund will be made immediately by a designated person. Canteen will work closely with your facility to develop the best and quickest procedure for refunding monies. For example:

- A petty cash fund can be given to a designated person who makes refunds to those who lose money on the spot.
- Anyone who loses money can fill out an envelope. Canteen's service personnel will fill the envelope and leave it in a designated place.

### **ECHECKS REFUND**

Canteen will be utilizing "eChecks" for customer vending refunds. eChecks are electronically initiated/signed checks that can be emailed directly to the intended recipient, and printed locally for deposit purposes, just like any other check. eChecks capability is provided for Canteen by Deluxe, a vendor that offers this newer eCheck technology as an accounts payable solution for many large organizations. In an effort to improve the customer refund experience, increase field office labor efficiency, and decrease postage and office supply costs, Canteen is moving forward with a full vending rollout of eChecks as a solution for customer refunds. eChecks should not be used for Avenue C and OCS refunds at the present time. Only vending refunds are eligible to be sent through an eCheck.



**f. Outline the additional services or value-added programs that IRSC would gain from contracting with your company for Vending Services.**

## ***THE SMALLEST RETAIL STORE IN THE WORLD***

We specialize in unattended retail, designing solutions that provide intuitive and simple shopping while ensuring customers always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate slow movers out for new and trending items, delivering the best possible experience through the world's smallest retail store.

## ***RELIABILITY***

We know what you need, when you need it. Our proprietary system provides instant access to product-specific sales and reports that enable us to make sure the right product is where it needs to be, when it needs to be there. This vital insight enhances our ability to:

- Keep machines fully stocked
- Replace slow sellers with popular products
- Customize product mix based on machine-specific data
- Regularly introduce new items and rotate selections for increased variety
- Automate cash auditing and credit collections
- Ensure reliable delivery processes through online route scheduling
- Provide accurate sales records using electronic data (DEX)

## ***OUR FOOD***

Our data gathering includes leveraging industry trends and reports from Mintel, Nielsen, Forbes, SPINS, Technomic and Datassential, among others. We pair this data with manufacturer trends, regional product preferences and internal survey results to curate a unique product mix for your location. After initial machine implementation, we track sales data and conduct customer surveys to continually adjust product mix to preferences, introducing new products and phasing out slow sellers, guaranteeing your vending offerings have something for everyone.

With **Choice Plus**, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go. Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.



## **BEVERAGE OPTIONS**

We have specific criteria for beverages based on sugar/sweetener content and nutritional value.

## **SNACK OPTIONS**

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar

# TECHNOLOGY AMONG OUR SERVICE LINES

## Smart Service

Smart Service links our vending machines and markets to provide real-time sales data, enabling quicker, better-informed stocking decisions. The benefits to Indian River State College are twofold: anticipating customer needs and reducing environmental impact through efficient resource use.

## iVend

iVend provides instant access to product-specific sales and reports, enabling us to make sure the right product is where it needs to be, when it needs to be there. iVend allows us to aggregate data across the enterprise to generate insights based on location, client, regional or national parameters. Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by using a handheld scanner. This vital insight lets our teams build the right product mix for every machine, plus these extras:

- Replace slow sellers with popular products
- Keep machines fully stocked
- Customize the product mix based on machine-specific data
- Regularly introduce new items and rotate selections for more variety
- Provide machine inventory tracking
- Simplify cash auditing and credit collections via cash room automation and card processor integration
- Ensure reliable delivery processes through online route scheduling
- Verify sales by using electronic data from vending machines

## Canteen Connect

We are committed to creating opportunities for customers to connect with us. Immediate and ongoing feedback is critical for our continued success, which is why you will find a Connect label on each vending machine, Avenue C and Smart Market. Each Connect label has a customer service telephone, a QR code and a text message code, enabling guests to reach us at any time - in the most convenient way for them - and giving them access to nutritional information and exclusive promotions.

## Smart Tech

Smart Tech is the advanced technology behind Canteen's customer and field service.

This service solution is designed to ensure equipment maintenance and remedies occur promptly, with minimal impact.

Smart Tech allows Canteen to foresee customer needs and respond to inquiries in real time with companywide transparency. From the account manager to the field service technician, everyone is informed about what is happening in each case.

Using AI-assisted scheduling, Smart Tech ensures the right person is assigned to the right job at the right time, enabling more efficient resource deployment, resulting in improved break rooms and reduced environmental impact.

# E15

Canteen partners with E15, Compass Group's industry-leading analytics firm, to make better business decisions using data and advanced analytical methodologies. E15 empowers our operators and clients to manage complexity by harnessing data to gather needed insights. This is done by leveraging experiences of some of the largest and most forward-thinking companies today.



## DATA AND ANALYTICS

Since 2014, E15's team of over 100 dedicated data scientists, business analysts and consumer researchers has uncovered opportunities for improvement, including food and beverage assortments, behavioral motivators, technology usage and operational processes.

E15 benefits Compass Group clients by providing insights and strategies in several areas including market research, revenue optimization, guest satisfaction, speed of service and pricing recommendations. Additional solutions are available in areas such as predictive modeling, data services, category management and labor management.

### MARKET RESEARCH

E15 synthesizes the demographic data to create localized consumer profiles in ZIP codes surrounding our locations to better understand behaviors and product preferences.

### DATA-DRIVEN PRODUCT MIX

E15 relies on data, not hunches, when helping clients develop a product variety that will resonate with their customer base. The insights uncovered go beyond what's selling inside our locations and get at what's going on in the broader market where we do business. What types of snacks and beverages are most popular? What tastes are unique to this market or region? What are the up-and-coming items customers are craving? E15's analytics programs go beyond transactional data to answer these questions and more.

## HOW E15 ANALYZES TRENDS

E15 takes a holistic approach when analyzing trends, starting with consumers - understanding who they are, how they're changing and why. E15 uses syndicated data to uncover who guests are now, and to conduct primary research via surveys and focus groups to predict how their behaviors and attitudes will change over time.



Data from E15's industry-leading partners, such as **Nielsen** and **Datassential**, allows them to forecast emerging trends. Using the data they have been collecting for more than 10 years, E15 creates programs that learn from past performance to predict future trends.

As an innovation and services leader in the industry, we stay abreast of current and evolving trends through a variety of avenues.

- Compass Group's partnerships with companies like SPINS, Datassential, Forbes and other consumer marketing groups provide insights into the ever-changing world of consumer behaviors and industry trends.
- As a sector partner, we have the advantage of working side-by-side with industry experts within each market segment who know their consumers best.
- We leverage research and data from Foodbuy, our purchasing organization.
- Our supplier partners conduct and provide their own extensive research.
- We review industry data and research through trade publications, media and trade shows.



## What's Trending?

- 1 Hydrate, Hydrate, Hydrate.** While hydration itself is not a novel concept, suppliers are becoming increasingly creative with ingredients and packaging to keep consumers hydrated. Electrolyte-filled drinks and products are popping up everywhere.
- 2 Upcycling.** Brands are getting creative in reducing food waste by using ingredients that would otherwise be wasted. For example, Pipcorn upcycles leftover heirloom corn flour from the creation of their popcorn and RIND partners with farmers to utilize leftover fruit peels.
- 3 Heritage-Inspired Flavors.** Consumers crave new experiences and suppliers are meeting their needs by developing products featuring globally influenced flavors. Many diverse-owned brands are spotlighting their products in more integrated and appealing ways than ever before.
- 4 Functional is Here to Stay.** Consumers want to know the health benefits of the products they consume - everything from gut and skin health to improving brain function.
- 5 Plant-Based.** Plant-based items are hitting a stride with consumers. Delicious plant-based offerings appeal to non-vegans and non-vegetarians as a healthy, sustainable alternative to meat.

## Micro Market Services.

### a. Describe your company's experience in providing Micro Markets to clients.



## MARKET DESIGNS

**Experience a game-changing on-site marketplace for hassle-free snacking and dining. Our self-checkout markets boast customized retail spaces with hundreds of products. Explore the Avenue C difference.**

Join more than 20,000 markets nationwide and transform your break room with our versatile Avenue C fixtures. Elevate your space with inviting setups and flexible checkout options to suit any requirement.

Prepare to welcome your guests to a world of clean, inviting shopping experiences that will leave them craving more. With multiple setups and checkout options, you have the freedom to accommodate any space requirements without compromising on style or functionality.

All our market offerings accept multiple payment options, including mobile payment via our Connect & Pay® app, allowing users to accrue reward points toward in-market discounts with every purchase.

## MARKET OPTIONS



### Large Market

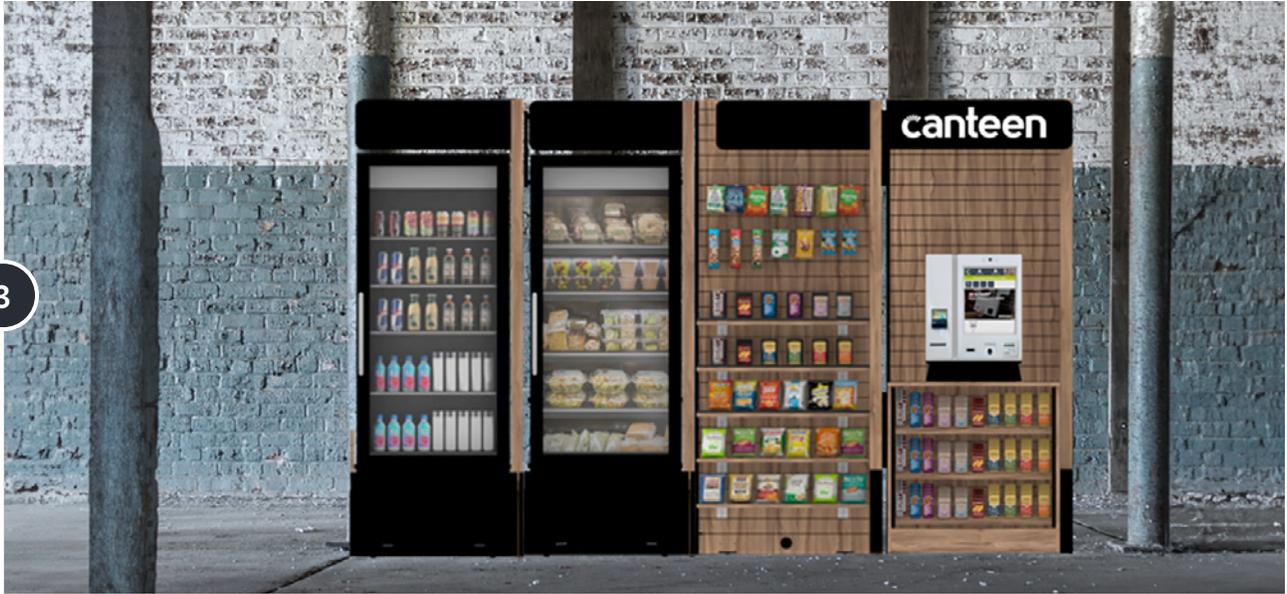
The full-build market solution is perfect for larger locations or facilities with multiple shifts and high traffic. The market offers more than 325 items, including single-serve packaged snacks and beverages, fresh food made in our USDA-certified commissaries, frozen meals, an optional coffee offering and a touchless self-checkout kiosk (requires a dedicated internet connection).



### Medium Market

This scaled-down version of our large market offers 225-275 items, including single-serve packaged snacks and beverages, optional frozen meals, fresh food made in our USDA-certified commissaries and either a touchless self-checkout kiosk or a mobile scan-and-go payment option.

3



### Small Market

Our small market is ideal for compact break rooms or anywhere space is more limited. The market offers 125-150 items, including single-serve packaged snacks and beverages, a limited selection of long-dated fresh food and a mobile scan-and-go payment option.

4



### Lite Market

This space-friendly design fits just about anywhere offering 75-100 items including single-serve snacks and beverages and a mobile scan-and-go payment option.

# PAYMENT OPTIONS

## PICO MARKET AND PICO MARKET+

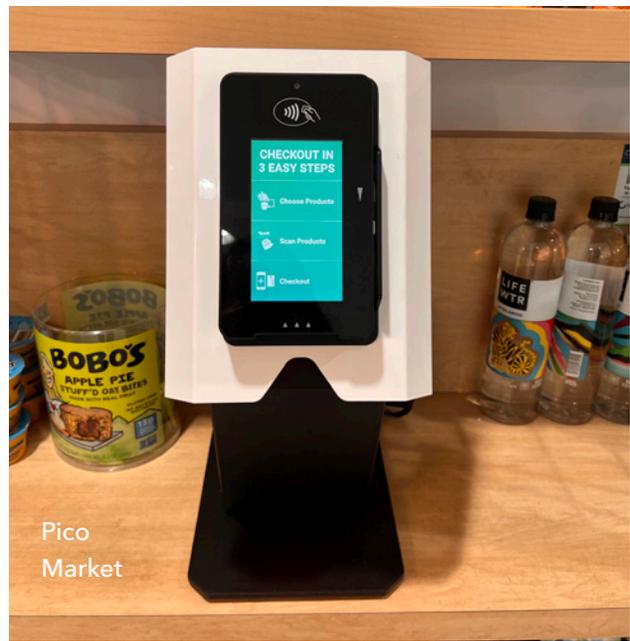
This intuitive design is sleek and simple. It offers a diverse product selection in a space-friendly package suitable for smaller offices, schools, distribution centers and more. For populations of 100-200, our Pico solution is the perfect fit. This space-friendly market solution:

- Can be mounted on a cooler or free-standing.
- Includes vertical swipe card insert.
- Has a cash option with our Pico Market+ design.
- Accepts credit cards, tap-to-pay and mobile payment via our Connect & Pay® app.
- Works on cellular or wireless internet.

## KIOSKS

Our full build-out market solution is equipped with a payment kiosk that accepts credit cards, mobile wallets or cash to account. Our kiosks can also be programmed to accept employee cards. Kiosks are perfect for locations with a population of 200 or more.

The MM6 Mini is a high-speed, lightweight, ultra-quiet industrial PC. Its versatile, compact design ensures a premium Avenue C experience. It is equipped with a vibrant touchscreen that features layered product menus, easy navigation and informative purchase details.



Pico  
Market



Pico  
Market+



MM6 Mini



# TRANSITION

## DESIGNED WITH YOU IN MIND

- A single point of contact for all your needs
- Equipment specifically recommended for your population
- Survey of space for machines, evaluation of needs and market research
- 30 to 45 days typical implementation for markets

## TRANSITION PROCESS

- 1 Contact your Canteen representative
- 2 Facilitate on-site location survey
- 3 Review and approve build-out renderings
- 4 Prepare location for installation
- 5 Schedule market installation
- 6 Grand opening event
- 7 Enjoy your new market



# CONNECT & PAY<sup>®</sup>

Our Connect & Pay<sup>®</sup> app, available for Apple and Android devices, makes shopping quick and easy. Once downloaded, guests log in, create an account and load funds or designate a card for use to pay as you go.

Connect & Pay<sup>®</sup> also offers a variety of valuable benefits for our loyal guests, including points accumulation that leads to cashback rewards, promotions, coupons, discounts and limited-time, seasonal offers. The points-based structure gives you the flexibility to customize the loyalty program to fit your needs.

The more points guests accumulate, the more cash back they earn. Points can be redeemed at any time. Forget to redeem? That's okay, too. At the end of each quarter, we'll automatically credit accounts for the highest redemption value earned and additional points will automatically carry over to the next quarter.

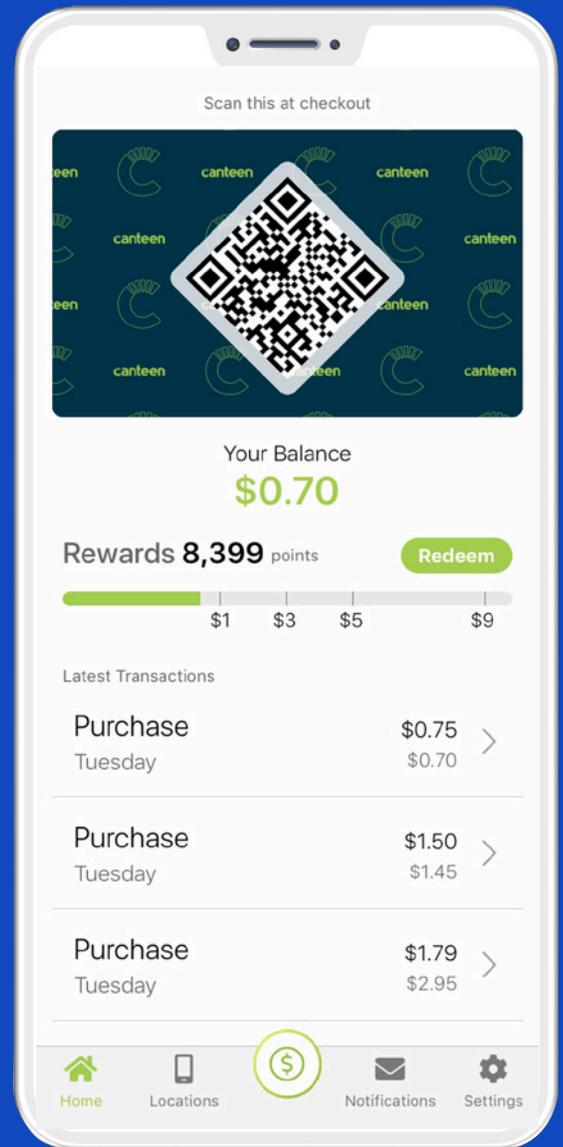
The app also integrates with the



**Canteen Connect** label, allowing guests to access our Connect solution with the touch of a button to report service issues, access nutrition information, provide feedback and explore innovations and upcoming promotions. We can even develop custom loyalty options for you based on your company goals or requirements, including offering double points for better-for-you selections, providing a daily meal stipend at the value of your choice that resets every day and supporting discounts, coupons or points to help you maximize engagement.

## BOOST YOUR WORK PERKS

Enhance your Connect & Pay<sup>®</sup> experience and shop even faster by using your smartphone to scan items and check out (where available). Simply select your location from the Shop tab in the app, then use your phone's camera to scan your items and select Checkout to complete your transaction.



## CONNECT & PAY<sup>®</sup> WITH CANTEEN CONNECT

Here's how it works:

### DOWNLOAD APP

Sign up for an account and add the nearest market location.

### USE THE APP

To add funds, manage the account and access exclusive promotions and rewards.

### SCAN AND PAY

Easily complete market purchases - scan, pay and be on your way.

**b. Describe strategies used to optimize Micro Market sales.**

- Canteen will offer a large variety of salty, sweet, healthy and classic snacks.
- Showcase new products being released.
- Implement promotions and special discounts.
- Canteen will discuss remapping to expand your network to high-traffic areas.
- Utilize data and analytics to optimize inventory management.
- Offer a loyalty program by using our free Canteen Connect & Pay® app.



# 5. FINANCIAL INCENTIVE

Outline your company's proposal to IRSC upon IRSC's acceptance to market and sell only your company brands on IRSC campuses. Please include:

## b. Financial Offer under Option 2.

At Canteen, we optimize vending programs to drive significant sales growth. Schools previously faced challenges such as limited product variety, inconsistent service, & stagnant revenue. By partnering with us, they have seen substantial increases in sales and improved vending solutions tailored to meet student demand.

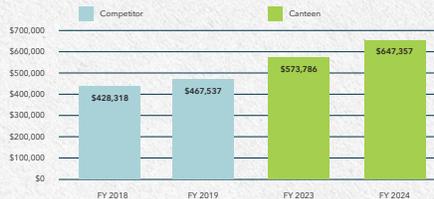
### TRANSFORMING SALES

- Competitor Sales Reported
- Canteen Actual Sales



Curious about what we can achieve for your school? See how we've helped similar institutions increase their vending sales and reach their goals.

### UNIVERSITY A: Fiscal Year Comparison



Sales Increase Percentage  
**22.75%**

Competitor Average Monthly Sales  
**\$38,961.42**

Canteen Average Monthly Sales  
**\$53,946.42**

### UNIVERSITY C: Predicted Success By the Numbers

Average Monthly Sales  
**\$38,961.42**

Average Weekly Sales  
**\$53,946.42**

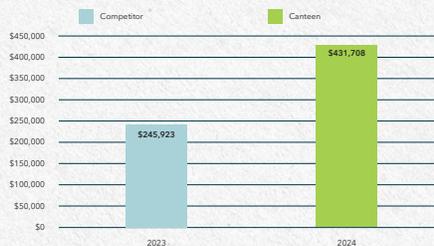
#### Top 3 Products

- Duchess Honey Bun 37.62%
- Nerds Gummy Clusters 29.66%
- Tropical Fruit Gushers 29.32%

Total Estimated Annual Sales  
**\$1,035,492.60**

This University's vending program is thriving with Canteen, and these numbers show what's possible for schools like yours.

### UNIVERSITY B: Year End Comparison



Sales Increase Percentage  
**75.55%**

Competitor Average Monthly Sales  
**\$20,493.58**

Canteen Average Monthly Sales  
**\$35,975.67**

### STATE COLLEGE: Monthly Sales Comparison



Sales Increase Percentage  
**180.40%**

Competitor Average Monthly Sales  
**\$8,594.67**

Canteen Average Monthly Sales  
**\$24,103.33**

c. Any additional value-added financial incentives under each option like special promotions, scholarships, event sponsorships, product contributions, equipment donations, and branded promotional items.

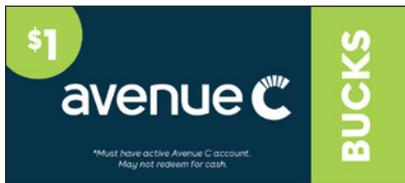


## MARKETING AND PROMOTIONS

To get people excited about what’s in store for them, we create robust marketing that encourages ongoing engagement.

### MONTHLY PROMOTIONS

By paying close attention to trends and consistent market favorites, we curate and promote new products. In addition, we can help you create memorable experiences that will enhance company culture. Utilize promotions for grand openings, give-aways, events and trainings.



### AVENUE C BUCKS

Avenue C Bucks are the perfect thank-you for associates, or as a handout before your next meeting as a cost-effective alternative to catering. Used like cash, these vouchers allow guests to fund their accounts and purchase favorite marketplace items.



### GIFT PASS

Another way of showing employee appreciation is our Gift Pass. Using QR code technology, Gift Passes can be emailed or physically distributed - recipients simply scan the code at checkout to enjoy a drink, food item or snack. Whether it’s a token of thanks, a holiday gift or a new associate welcome, you can customize the amount and even the expiration date.



### MOOD MEDIA

Effective communication is the key to employee retention. Engage your employees with visual displays that entertain, inform, train and retain your staff:

- Highlight employee and team achievements
- Post corporate announcements and events
- Reinforce training and motivate staff

# 6. VENDING COMMISSIONS

State your proposed monthly commission (percentage of product sales) to be paid to IRSC. Commission paid to IRSC would be after all tax obligations paid by Vending Company

Canteen will guarantee annual commissions of \$100,000.00 or snack 25% commission, beverages 40% commission, micromarket 25% commission (less shrink), whichever is greater.



# 7. REQUIRED FORMS

## FORM 1 – PROPOSER’S CONTACT INFORMATION AND CERTIFICATION

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Invitation to Negotiate (ITN); and further, that the items of materials and/or services to be rendered by my company do meet the minimum specifications as set forth in this ITN.

I further certify that this proposal is made without prior understanding, agreement, or connection with any corporation, company, or persons submitting a proposal for the same materials, supplies, equipment, or services and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am authorized to sign this document.



\_\_\_\_\_  
Authorized Representative’s Signature

Michael Coffey

\_\_\_\_\_  
Printed Name

Division President

\_\_\_\_\_  
Title

**FORM 2 - NOTICE OF CONFLICT OF INTEREST**

**Company or Entity Name Compass Group USA, Inc. by and through its Canteen Division**

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies (if this does not apply, insert N/A):

N/A

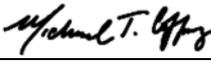
_____	_____
_____	_____
_____	_____

The persons listed below are current State employees who own an interest of 10 percent or more in the company/entity named above (if this does not apply, insert N/A):

N/A

_____	_____
_____	_____
_____	_____

Compass Group USA, Inc. by and through its  
Canteen Division  
Name of Proposer's Organization

 April 3, 2025  
\_\_\_\_\_  
Signature of Authorized Representative and Date  
Michael Coffey, Division President  
\_\_\_\_\_  
Print Name

**FORM 3 - NON-COLLUSION CERTIFICATION**

STATE OF Florida  
COUNTY OF Pinellas

I state that I Michael Coffey, Division President of Compass Group USA, Inc.,  
(Name and Title) (Name of Company)

am authorized to make this affidavit on behalf of my company and its owner, directors and officers. I am the person responsible in my company for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other company or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any company or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive Response.
5. Compass Group USA, Inc. by and through its Canteen Division, its affiliates, subsidiaries, officers, director, and employees  
(Name of Company)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named company understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my company understands that any miss statement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this \_\_\_\_\_ day  
3rd of April 2025.

Name of Organization: Compass Group USA, Inc. by and through its Canteen Division

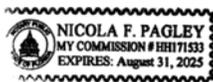
Signed by: *Michael T. Coffey*  
Print Name: Michael Coffey, Division President

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Notary Public: *Nicola F Pagley* Nicola F Pagley

My Commission Expires: August 31, 2025



**FORM 4 - STATEMENT OF NO INVOLVEMENT**

I, Michael Coffey, as an authorized representative of the aforementioned company, certify that no member of this company nor any person having any interest in this company has been involved with the College to assist it in:

1. Developing this solicitation; or,
2. Performing a feasibility study concerning the scope of work, if applicable.

Compass Group USA, Inc. by and through  
its Canteen Division

\_\_\_\_\_  
Name of Proposer's Organization



\_\_\_\_\_  
Signature of Authorized Representative and

Date April 3, 2025

Michael Coffey, Division President

\_\_\_\_\_  
Print Name

**FORM 5 – ADDENDA ACKNOWLEDGEMENT FORM**

This acknowledgment form serves to confirm that the Proposer has reviewed, complied with and/or accepted all Addenda to the solicitation.

Please list all Addenda below.

Addendum #1 March 5, 2025

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Addendum #2 March 6, 2025

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Addendum #3 March 13, 2025

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Addendum #4 March 24, 2025

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Addendum #5 March 28, 2025

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Addendum #6 April 9, 2025

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Compass Group USA, Inc. by and through  
its Canteen Division

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Name of Proposer’s Organization



Signature of Authorized Representative and  
Date April 3, 2025

Michael Coffey, Division President

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Print Name

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# 8. EXCEPTIONS

## EXCEPTIONS TO ITN# 24/25-33 – IRSC POURING RIGHTS AND VENDING SERVICES (“ITN”)

Compass Group USA, Inc., by and through its Canteen Division (“Canteen”) is pleased to submit its proposal in response to the ITN for the provision of vending services to Indian River State College (“IRSC”). As the leading food service provider in the world, Canteen has successfully negotiated contracts with various institutions and is confident that it will be able to do the same with IRSC. Please be advised that Canteen’s proposal is subject to and conditioned upon the negotiation of a mutually agreeable resulting contract between the parties and please note Canteen has included some specific exceptions, consistent with the terms of Section II, of the ITN, which exceptions are set forth below. Canteen appreciates having the opportunity to submit its proposal in response to the ITN and is looking forward to establishing a long-term relationship with IRSC in the future.

- 1) **Section 11, Background Checks**: Canteen performs background checks on its employees consistent with Canteen’s policies and all applicable laws and the results of such background checks are confidential and will not be disclosed. However, Canteen will provide a “pass/fail” certification for each employee providing services under the resulting contract.
- 2) **Section 13, Termination**: For clarification, Canteen requests that a **90 day advance written** notice of termination be issued under the resulting contract.
- 3) **Section 14, Indemnification**: Because each party will have obligations under the resulting contract, Canteen requests a mutual indemnification clause whereby each party will be responsible for claims to the extent caused by the negligent acts or omissions of such party and except to the extent caused by the negligent acts or omissions of the other party.
- 4) **Section 19, Insurance**: As the leader in its industry, Canteen maintains robust insurance policies and can meet the general insurance requirements included in the ITN; however, based upon how Canteen’s policies are written, Canteen is requesting the following exceptions which are bold and underlined:
  - i. **Section 19, Subsection a**: Canteen will provide Standard Workers’ Compensation coverage as required by Florida law **“as well as Employment Liability insurance in the amount of \$1,000,000 each accident/disease/policy limit.”**
  - ii. **Section 19, Subsection b**: Canteen will provide 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 **“and \$2,000,000 general aggregate.”**
  - iii. **Section 19, Second Paragraph**: Canteen requests that the following be deleted: **“Insurance coverage shall not be reduced below the limits described above or canceled without the College’s written approval of such reduction or cancellation.”** Canteen will not be without the required insurance coverages and Canteen’s insurer will endeavor to provide notice to IRSC in the event of cancellation of policies, which notices will be issued in accordance with the notice provisions of such policies.
  - iv. **Section 19, Second Paragraph, Subsection (iii)**: Canteen will **“list”** and not “name” IRSC as an additional insured.





*SUPPLEMENTARY*  
**INFORMATION**



## ***DINING SOLUTIONS***

Food is the star of our show. Our fare is great-tasting and healthy, with special requests or dietary restrictions easily accommodated. We place emphasis on purchasing locally sourced products and developing creative menus that highlight seasonal produce, green initiatives and quality ingredients. Our teams focus on expertly crafted dining solutions, tailoring menu offerings to your unique audience.

We'll help you create a culture where people love coming to work. On-site dining isn't just about convenience - it's about exceeding expectations in the new work environment. Workplace dining is fast becoming a key differentiator in a competitive labor market, providing a compelling amenity for your associates. Our dining solutions will instantly refresh your recruitment strategy and improve retention rates.

**From small facilities to large corporate environments, college campuses and anywhere in between, we offer custom dining solutions for locations of all sizes. By partnering with Cuisines, you can concentrate on your business priorities while we deliver exceptional dining experiences that will delight your guests.**



# STATION CONCEPTS

We're proud to offer trend-forward concepts that look and taste great. Our chefs are dedicated to menu development, ensuring the latest culinary dishes and seasonal ingredients are part of each offering. Our fully designed stations, complete with cohesive signage solutions, create vibrant cafes that draw guests in. Details of our offerings are available on the following pages.

SALAD  
STUDIO

CHAR  
HOUSE

YOLK  
FOLK &

MOSAIC  
GLOBAL BOWLS

HOT  
LINE

MOJO  
CANTINA

FRESH FLAVORS  
Heritage  
EST Deli 1929

FINEST QUALITY  
IRON-DROP  
BISCUITS AND BEYOND

EST 1929  
RUSTICA  
PIZZERIA

LUCKY  
BOWL





# INSTANT SYSTEMS SMART MARKET

## INSTANT SYSTEMS SMART MARKET

Introducing the Smart Market - the vending machine revolution you've been waiting for. Unlike traditional vending machines, our smart coolers let customers grab and return products directly from the shelves. Smart Market provides automatic live inventory updates, eliminating the need for manual counting. Say goodbye to stale snacks and hello to fresh, delicious treats every time. Don't be left in the past with old-fashioned vending machines - join the future with Instant Systems Smart Market.

## BASIC REQUIREMENTS

All we need to get your Smart Market up and running is dedicated internet access and power.

## HOW DOES IT WORK?

Everything is behind closed doors - cooler doors, that is - which can be easily accessed with the simple swipe of a credit card. The Smart Market knows when an item is picked up and returned thanks to infrared technology. Smart, yes?

Like we said, it all starts with the swipe of a credit card:

- Grab a snack, a drink, a pack of gum or all three! As you make your selections, charges appear in the shopping cart on the screen, following you from door to door.
- Want to put something back? No problem. Charges are automatically deducted when an item is returned to the shelf.
- All done? Visit the main kiosk to complete your shopping experience.

# INTUITIVO

Intuitivo builds artificial intelligence for millions of autonomous points of purchase (A-POP), creating a tech ecosystem that drives retail innovation. Using AI, computer vision and simple hardware, Intuitivo turns any cooler or cabinet into an A-POP, offering a fast and intuitive shopping experience.

## FEATURES:

- Second sight AI
- IoT (Internet of Things)
- Digital wallet
- Insights dashboard
- API
- Operator app
- Built-in/Retrofitted camera systems
- Advanced embedded vision system

## CONNECTIVITY OPTIONS:

- Wi-Fi/Ethernet
- 4G/5G modem
- 5G private network



## A simple, fast and seamless shopping experience!

No scanning, no lines, no self-checkout. Our AI captures each interaction and charges accordingly.

SCAN THE QR CODE

SELECT YOUR PAYMENT METHOD  
TO UNLOCK THE DOOR

GRAB WHAT YOU WANT AND GO



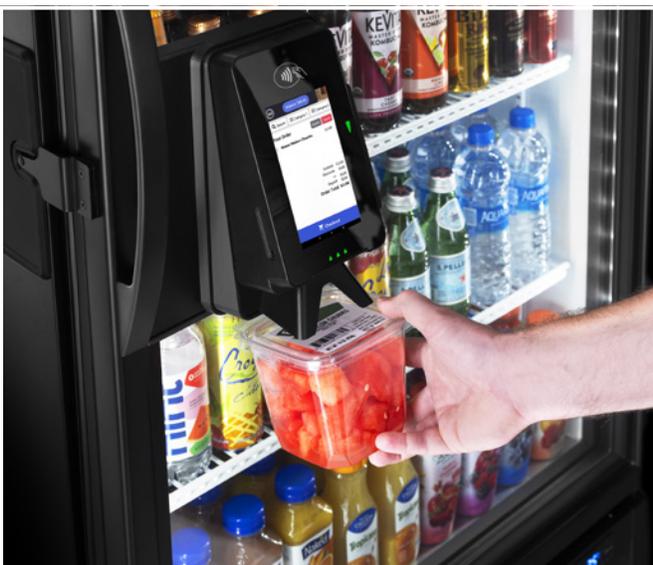
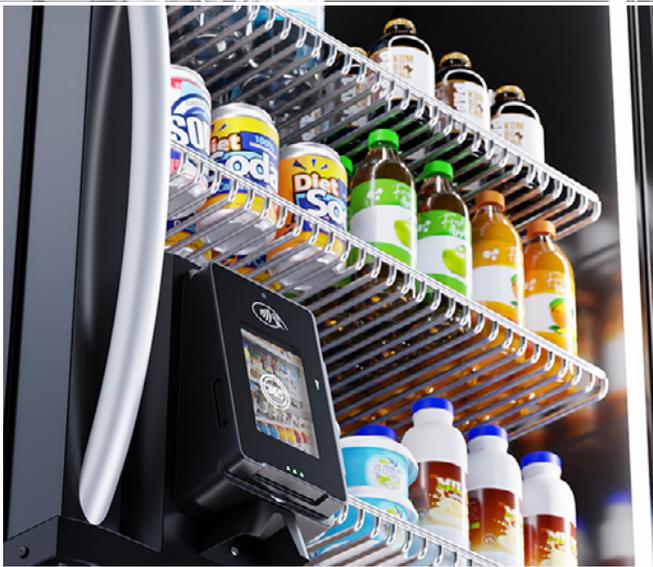


## PICO COOLER

**Our smallest Avenue C brings food, beverages and snacks to any location.**

Using the same technology as our larger markets, Pico lets you just scan and go. The intuitive design offers diverse product selection in a space-friendly package. Features include:

- Thousands of product choices
  - Capacity of more than 150 food and beverage items
- Credit or mobile payment options
- Shopper accounts and loyalty programs
- Easy integration into our connected campus



# OUR COMMITMENT TO DIVERSITY

**Diversity, equity and inclusion are key to innovation, providing insights into our business that allow us to provide culturally sensitive products and services across all markets. Continued partnerships with our vast supplier network allow us to expand the breadth of available products to satisfy multicultural marketplaces across the country.**

By celebrating diversity, equity and inclusion, we foster welcoming environments that nurture creativity and promote collaboration. We create opportunities for team members to learn, grow and achieve a culture of inclusion, reaping benefits for our associates, the organization and our client partners.

Diversity is emphasized through our Diversity and Inclusion Week, as well as our Diversity Champions and Diversity and Inclusion Action Council. These organizations promote diversity through awareness-building, communication and community events. We also developed National Inclusion Day to allow our teams to engage in fun activities, raising awareness and encouraging inclusive behavior among associates.

In addition, Compass Group's strategic partnership with Thompson Hospitality is superior to any other aimed at helping clients meet supplier diversity goals. For 25 years, we've developed a model to leverage the best of both worlds - proven economic savings and direct (i.e., Tier 1) Minority Business Enterprise participation. The outcome is a partnership that delivers valuable, streamlined solutions to every client we serve.

## SUPPLIER DIVERSITY

Canteen is dedicated to supporting diverse-owned businesses across the country through our inclusive procurement initiatives. From snacks and beverages to cleaning supplies and coffee filters, our robust portfolio of over 100 (and growing!) diverse-owned suppliers allows you to support diverse and disadvantaged business and your communities through our partnership.

### **Our support for diverse-owned businesses includes:**

- A dedicated team of product innovation experts that forages for certified diverse-owned brands across the country
- Identifying opportunities for those brands within our business and partnering with them to determine how to best provide their items within our portfolio

If there are roadblocks to success, we will help businesses navigate those challenges through programs like our Diverse Supplier Accelerator program and Emerging Brand Contracting processes. Bottom line, we want to make it easy for these brands to find success in our business.

### **As a Canteen client, you receive:**

- Access to a local supplier diversity catalog, showcasing the items available in your area
- Monthly reporting on the amount of diverse supplier business you have supported
- Marketing support to help your customers understand how their purchases are making a difference



## WHERE SPECIALTY COFFEE MEETS COMMUNITY IMPACT

BLK & Bold was born to help everyday coffee consumers increase their social impact footprint domestically via assisting urban youth defy their odds in pursuit of better futures. BLK & Bold's founders, Pernell and Rod, created the company with a desire to make purpose popular. They welcome the obligation to equip young people with tools to live their best lives and overcome familiar unfortunate circumstances by turning a daily ritual, enjoying a cup of coffee and tea, into a means of giving back.

### BLK & Bold's Core Values

- Top-tier coffee, sustainably produced
- Uncompromised access
- Youth-centered
- B Corp. and MWBE-certified

### Top-Tier Quality

- 100% arabica, specialty coffee
- Fair and/or direct trade
- Naturally processed coffees
- Premium loose-leaf teas

### Uncompromised Access

Normalizing access to specialty coffee via prioritizing mass retail, grocery and convenience

### Connecting with the Consumer

- Authentic, culturally relevant
- Diverse consumer community
- Nonpretentious voice, one with the people



BLK & Bold pledges 5% of its profits to initiatives aligned with sustaining youth programming, enhancing workforce development and eradicating youth homelessness.



**We strongly believe having a well-rounded supplier base helps  
Compass Group better anticipate the needs of the people we  
serve, be innovative and be intentional about building community.**



Founded in 1983, Le Chef Bakery specializes in high-end baked goods ranging from decadent desserts, various breads and a comprehensive line of breakfast pastries to frozen dough and more.

Le Chef continues to be family-owned and operated, and unwavering in its emphasis on providing customers, vendors and employees with personalized and customized service. Fair business practices, a long-standing respect for the workforce and a steadfast allegiance to world-class customer service have earned Le Chef lasting relationships in the industry.



Founded in 2014, Oakland-based Red Bay Coffee has deep roots in the San Francisco Bay Area specialty-coffee industry. Red Bay sources directly from countries with the unique combination of climate and elevation required for high-grade specialty coffees.

Red Bay Coffee is committed to ensure coffee production is not only high quality and sustainable, but a vehicle for diversity, inclusion, social and economic restoration, entrepreneurship and environmental sustainability.



# OUR PEOPLE

We know our associates are a key component to our continued success and client satisfaction. We empower each associate with an entrepreneurial spirit and encourage multidisciplinary leaders to work without walls, providing fully integrated solutions to both associates and clients. By breaking down barriers, we provide holistic solutions to solve even the most challenging business issues.

## BENEFITS

We pride ourselves on providing holistic solutions not only for our clients, but for our associates' families and domestic partners as well. Instead of offering a one-size-fits-all benefits programs, we offer flexible choices so each associate can customize benefits based on individual needs. Core benefits include health insurance consisting of medical, dental and vision; personal accident insurance; long-term and short-term disability; healthcare spending account; associate, spouse/partner and child life insurance; dependent-care spending account; employee assistance program; and matched 401(k) program. We offer our associates benefit credits, which work like cash and are based on salary, completed years of service and the cost of basic long-term disability coverage.



### 2025 TOTAL REWARDS @ COMPASS GROUP



**WELCOME TO COMPASS GROUP**

We're so happy you're here. Keep reading to get to know who we are, what we do, and how we care for our people.

-  We operate in 30 countries across the globe.
-  We have 25+ companies in our Compass Group family.
-  We lead globally in contract food and hospitality services.

**Your Total Rewards**

With a menu of award-winning programs to choose from, our Total Rewards are designed to grow with you – meeting needs now and anticipating what comes next.

At work or at home, we care for the whole you – your health, well-being, finances, work & life.

CARE FOR THE  
**WHOLE YOU**



**Life @ Compass**

Easily explore resources and programs, access vendor websites, read the well-being newsletter, and more.

Visit [learn.bswwf.com/compass](http://learn.bswwf.com/compass) to get started.



Unless otherwise stated, this refers to our Collective Bargaining Agreement for eligibility information, the plans offered, and service coverage options. Some of the programs, services and resources offered as part of the Total Rewards package are not Compass Group sponsored or provided by Compass Group. Certain programs are provided by third parties. Some programs may be subject to change without notice. Please refer to the applicable plan documents for complete details. © 2024 Compass Group. All rights reserved.

## **ACCELERATED** MANAGER PROGRAM

Career path planning is part of our culture. Whether you join us in our Accelerated Manager Program (AMP) or as a seasoned professional, we have the tools and training to ensure long-term success.



## **COMMITMENT TO ADVANCEMENT**

### **Cash In On Growth**

Our Cash In On Growth program is a universal incentive program that provides an opportunity for every Canteen associate, hourly or salaried, to earn quarterly incentives. Working together to achieve shared goals pays off.

### **Proudly Hiring Veterans**

Canteen is now leveraging the **DOD SkillBridge** program as an important part of our effort to hire those who have served our country. This partnership enables us to connect directly with service members, allowing us to utilize their skills and experiences to help our organization grow and thrive. Further, each November, we celebrate our veterans with special recognition and group outings, making sure to say “thank you” to those who have bravely served and protected the United States.

Additionally, through Tradecraft we support **Veteran Roasters Coffee**, whose mission is to find veterans who are homeless or at risk of becoming homeless and help them gain back their dignity while roasting some great coffee. Veteran Roasters trains and employs veterans to help get them back on their feet.

  
**DODSKILLBRIDGE**

**Veteran  
ROASTERS**  
COFFEE WITH  
A PURPOSE

# SUSTAINABILITY

## DRIVING AWARENESS WITH INDUSTRY-LEADING MEASURES

At Canteen, doing the right thing is at the core of our balanced culture. This approach empowers us to advocate for change, push for transparency, and be more socially and environmentally responsible. For over a decade, Canteen and our parent company, Compass Group, have been pioneers in the industry for our sustainability commitments.

## CANTEEN'S ROAD MAP TO NET ZERO

Our Global Road Map to Net Zero is built on a foundation of approved science-based targets; our commitment to carbon neutrality in our operations by 2030; and our commitment to reach climate net zero by 2050. We are working to achieve these targets at Canteen through a variety of ways, such as combating food waste, cutting operational waste, promoting plant-forward menu options and making our warehouse operations more energy efficient. We must work collaboratively with our partners and suppliers to ensure they're also making progress toward their climate goals. If they have yet to set goals, we'll encourage them to do so. It will take all of us working together to make real change.

Canteen will always leverage our scale, passion and expertise to target areas that significantly impact the environment. This means we will work together with clients, consumers and suppliers to take measurable steps to create a sustainable future for all.

## PRIORITIZING RESPONSIBLE SOURCING

Canteen leads the industry in responsible sourcing. Our team is committed to continuous improvement of our socially responsible sourcing practices in alignment with industry-accepted certifications and standards. We source products from certified diverse suppliers - from small business enterprises to veteran-, women- and minority-owned businesses, local and regional products, ethical coffee, rBGH-free milk and yogurt products and cage-free eggs.

## Our Balanced Culture Approach

Our approach ensures people and purpose are equally as important as strong financial performance. Providing services and products that are more socially responsible and better for our planet drives our approach and long-term strategy.



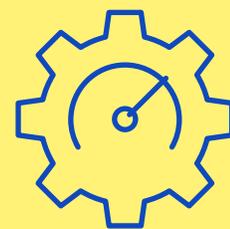
### PEOPLE

Well-being • Socially Responsible



### PURPOSE

Good for People • Good for the Planet



### PERFORMANCE

Commercial Results

# Our sustainability roadmap



## ANNUAL SUSTAINABILITY REPORT HIGHLIGHTS

**115M+**  
people reached with  
Stop Food Waste Day



Waste Not:  
**4K+** new units onboarded  
**2K+** associates trained

**\$1.6M**  
spent with our network  
of diverse local farmers

**2.1M+**  
meals donated  
to people facing  
food insecurity



**4%**  
reduction in our  
overall greenhouse  
gas intensity ratio

**34%**  
spend went to  
supporting American  
communities



**25 Suppliers**  
representing over \$3  
billion in spend attended  
our Future Forward  
meetings geared toward  
tackling carbon emissions

**4K+**  
chefs and associates  
engaged in trainings  
to reduce food  
waste and drive  
sustainability practices



Click or scan  
the QR code to  
view our annual  
sustainability  
report.

## OUR PARTNERSHIP COMMITMENTS

At Canteen, sustainability is smart business. We provide efficient, innovative solutions to support your sustainability goals. Our specialized team offers industry knowledge and customizes your sustainability platform to meet your organization's needs. Actions include:

### Creating a circular economy

- Zero-waste and circular solutions like reusable totes in our warehouses versus cardboard boxes
- Reusable pallet wraps instead of plastic
- Plastic-free beverage programs
- Package-reduced options and package-free bulk snack and beverage dispensing programs in certain markets
- Recycled or repurposed materials in shelving, racks and build-outs
- Plant-based and compostable disposables
- Customer education and engagement
- National partnership with Feeding America

### Reducing carbon impact

- Low-carbon break rooms with greenhouse gas consultation and quantification
- Energy conservation devices on equipment to reduce power consumption
- LED lighting in snack and beverage machines
- Energy Star equipment



To learn about Canteen's sustainability journey, click or scan the QR code.

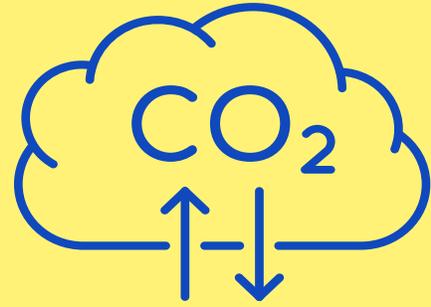
## OUR COMMITMENTS

**46%**  
**reduction**

in Scope 1 (direct) and 2 (indirect) GHG emissions by 2030 from the 2019 baseline.

**28%**  
**reduction**

in absolute Scope 3 (indirect) GHG emissions from all food and drink purchased by 2030 from the 2019 baseline.



## CANTEEN'S CARBON REDUCTION ACTIONS IN 2023

Canteen is building on our established carbon-neutral strategy by expanding best practices to our warehouses nationwide, continuing to build a culture of sustainability into our everyday operations. This includes:

- Increasing renewable energy sourcing
- Implementing energy-efficiency initiatives to decrease energy consumption
- Reducing waste going to landfills through enhanced source reduction and waste diversion initiatives

Our long-term vision for our fleet includes alternative fuel vehicles (AFVs) including electric trucks. Existing technology is finally catching up to our fleet needs and, in 2023, we rolled out a pilot of 10 electric delivery trucks at two sites. Canteen continuously seeks out new technology to improve our current fleet's efficiency. We have avoided nearly 8,000 metric tons of carbon emissions, the equivalent of planting more than 132,000 trees. How? By implementing programs focused on fleet efficiency and driver safety.

Additionally, we are continuing to work with suppliers to build our portfolio of locally sourced, low-carbon and regenerative agriculture-certified snack foods and beverages, and reduce or eliminate excess packaging.

We are also piloting an initial supplier outreach strategy to get a baseline understanding of our suppliers' GHG emissions reduction efforts and where we should be focusing our GHG reduction efforts in our supply chain.

## LEADING THE FIGHT IN FOOD WASTE

We are proud of our accomplishments in the fight against food waste. In fact, we have set a goal to combat waste 50% by 2030. Through improved associate education and key partnerships, we're on our way to reach this important milestone.



**Feeding America** is one of the largest nonprofit food recovery organizations in the nation. Canteen partners with Feeding America to recover food and beverage products about to expire before they become landfill-bound waste. The Feeding America network of more than 200 food banks helped Canteen support the recovery of 300,000 pounds of food in 2022, where it was distributed to food pantries and other agencies.



**Waste Not** is a proprietary and chef-centric, cloud-based waste tracking system. It has a proven track record of reducing food waste in Compass Group's dining facilities by 20%-40%. Canteen's full-service dining centers use Waste Not in our operations.



# canteen ♥cares

## MAKING AN IMPACT IN THE COMMUNITIES WE SERVE

As a company and a family, we pride ourselves on being active members of the community. We strive to empower the communities where we live and work through our Canteen Cares initiative, whether it's producing meal kits for remote school feeding, supplying food and water for disaster relief, providing clean drinking water to communities around the world and so much more. Additionally, we focus on celebrating and supporting military veterans, as well as fighting for hunger relief with food recovery partnerships and innovations. We also encourage every local Canteen team to take part in their own initiatives, spreading our passion for involvement to communities, families and individuals across the country.



These are just some of the groups our teams support with local partnerships that strive to make a difference.

- **AMikids** helps at-risk youth find a brighter tomorrow. <https://www.amikids.org>
- **The Storehouse:** Supported by Canteen’s Texas Division, the four programs of The Storehouse work to feed, clothe and care holistically for its neighbors.
- **Camp SOAR** (Special Olympics Athlete Retreat) encourages current athletes and recruits new athletes to the Special Olympics. <https://sonc.net/local-programs/mecklenburg-county/camp-soar>
- **Covenant House** provides housing and supportive services to youth facing homelessness. <https://www.covenanthouse.org>
- **Mooseheart** is a residential childcare facility, located on a 1,000-acre campus 38 miles west of Chicago. <https://www.mooseheart.org>
- **U.S.VETS** is on a mission to end veteran homelessness in the United States. <https://usvets.org/locations/phoenix>



# COMMISSION STATEMENT

In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.

```

~v708fcomm-5526--van52--
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080
Report : ZCLSSD7080                      Compass Group USA, Inc.           Date: 03/25/2019
User ID : REYNOP01                      Period Commission Statement by Vend Account   Time: 11:45:11
Page : 1                                Period Ending 02/28/2019                System: PRD 020
  
```

Operation: 5526

0 - 5369

Sum Code: 00

Machine	Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Location: 001 Entrance							
69928	CAN BEV	1.00	63	63.00	0.00	63.00	12.60
	CANDY	1.25	16	20.00	0.00	20.00	4.00
	CREDIT CARD FEE	0.05	20	1.00	0.09	0.91	0.18
	LG SNACKS	1.07	39	41.75	0.00	41.75	8.35
	NON CARB BEV	1.25	13	16.25	1.30	14.95	2.99
	PASTRY	1.25	5	6.25	0.00	6.25	1.25
	* Machine Totals:		156	148.25	1.39	146.86	29.37
	** Location Totals:		156	148.25	1.39	146.86	29.37
	*** Account Totals:		156	148.25	1.39	146.86	29.37

```

~v708fcomm-5526--van52--
PERIOD COMMISSION STATEMENT BY VEND ACCOUNT ZCLSSD7080
Report : ZCLSSD7080                      Compass Group USA, Inc.           Date: 03/25/2019
User ID : REYNOP01                      Period Commission Statement by Vend Account   Time: 11:45:11
Page : 2                                Period Ending 02/28/2019                System: PRD 020
  
```

Operation: 5526

0 - \*\*\*\*

Sum Code: \*\*

Product	Avg Sell Pr	Total Qty	Gross Sales	Sales Tax	Net Sales	Commission Amount
Sub Branch Totals			148.25	1.39	146.86	29.37

# LICENSES, PERMITS AND INSURANCE

All licenses and permits required for your services will be provided by Canteen. All necessary insurance coverage is carried by Canteen.

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) 09/27/2024				
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</b></p>						
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b></p>						
<b>PRODUCER</b> MARSH USA, LLC TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN102832071-Compa-UMB10-24-      CORP    UNKNO      41594	<b>CONTACT NAME:</b> Randi K. Nowell, CPCU, ARM <b>PHONE (A/C, No, Ext):</b> 404-995-3102 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Compasscerts@Marsh.com					
<b>INSURED</b> Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : National Union Fire Ins Co. of Pittsburgh PA      19445 INSURER B : All Insurance Co      19399 INSURER C : ACE Property And Casualty Ins Co      20699 INSURER D : INSURER E : INSURER F :				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> ATL-005658515-65 <b>REVISION NUMBER:</b> 8						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		GL 6547187	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Self Insured for Physical Damage		AL 7030998 (AOS) AL 7030999 (MA) AL 7031003 (Garage Liability)	09/30/2024 09/30/2024 09/30/2024	09/30/2025 09/30/2025 09/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOO G27738631	09/30/2024	09/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 14111814 (AOS) WC 14111816 (CA) See Acord 101	09/30/2024 09/30/2024	09/30/2025 09/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability		GL6547185 SIR: \$1,000,000	09/30/2024	09/30/2025	Each Common Cause 1,000,000 Aggregate 10,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Evidence of Insurance.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Compass Group USA, Inc 2400 Yorkmont Road Charlotte, NC 28217				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  		
© 1988-2016 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD				

AGENCY CUSTOMER ID: CN102832071

LOC #: Atlanta



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Workers Compensation Continued:

Workers Compensation Policy #WC49154356(AOS POLICY) Covers ALL States except: CA, WI and OH

Carrier: New Hampshire Insurance Company

Policy Number: WC 14111817

Effective Date: 09/30/2024

Expiration Date: 09/30/2025

Policy Covers States of: WI

Stop Gap Coverage: ND, OH, WA, WY.

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:

Carrier: National Union Fire Ins. Co. of PA

Policy Number: XW 6583229

Effective Date: 09/30/2024

Expiration Date: 09/30/2025

Policy Covers States of: OH (Excess WC)

Limit:

E.L. Each Accident: \$2,000,000

E.L. Disease-Policy: \$2,000,000

E.L. Disease Each Employee: \$2,000,000

#### ADDITIONAL INFORMATION

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions



# LETTER OF INTENT

Date: \_\_\_\_\_

**Susan Amerson**  
**Regional Sales Director**  
**Canteen**  
**6934 Vickie Circle**  
**Melbourne, FL 32904**

Dear Susan,

Please accept this letter as our official notification to you of our acceptance of Canteen's proposal for vending services for Indian River State College.

We will expect your firm to be fully operational in our facilities beginning on \_\_\_\_\_ .

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

*LET US KNOW HOW*  
**WE CAN SERVE YOU**

**WWW.CANTEEN.COM**



# canteen

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**TOPIC:** Student Teaching Agreement between the North County Charter School and Indian River State College

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

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

**SUMMARY:**

The attached affiliation agreement provides students in the Bachelor of Science Education programs at IRSC their field, practicum and student teaching experiences with school faculty.

**ALTERNATIVE(S):** N/A

**FOR CONTRACTS:**

1. **TERM:** in perpetuity
2. **FISCAL IMPACT:** none
3. **TERMINATION TERMS:** 90 days, with written notice from either party

**PRESIDENT'S RECOMMENDATION:** Recommend approval

---

SUBMITTED BY: Dr. Michael Reynolds

DATE: 12/4/25

---

BOARD ACTION:

DATE: 1/27/26

---

**STUDENT TEACHING AGREEMENT BETWEEN  
NORTH COUNTY CHARTER SCHOOL AND  
INDIAN RIVER STATE COLLEGE**

This Student Teaching Agreement is entered into by and between North County Charter School, located at 6640 Old Dixie Highway, Vero Beach, Florida 32967 ("the School"), and Indian River State College, located at 3209 Virginia Avenue, Fort Pierce, Florida 34981 ("the College").

The purpose of this Agreement is to establish a cooperative relationship between the School and the College to provide high-quality field and clinical experiences for students enrolled in teacher preparation programs at the College.

Both institutions share a commitment to fostering the professional growth of aspiring teachers and to improving the quality of instruction in local schools through guided, real-world classroom experiences.

**I. General Provisions**

- The education of the College's students shall be the primary purpose of this field-based experience.
- The College shall assume full responsibility for the academic instruction, supervision, and evaluation of its students.
- The College will collaborate with the School to identify appropriate placements and ensure that all activities align with the School's policies and instructional priorities.
- The School will orient College students and faculty to relevant policies, procedures, and regulations affecting School operations.
- Both parties acknowledge the confidential nature of student and school records and will comply fully with the Family Educational Rights and Privacy Act (FERPA) and all applicable privacy laws.

**II. Responsibilities of the College**

- Maintain standards consistent with applicable accrediting or program approval agencies.
- Assign qualified faculty supervisors responsible for all educational decisions related to the field experience.
- Ensure all participating students and faculty complete required Level 2 background screening pursuant to §1012.32, Florida Statutes, and any additional screening required by the School.
- Place only those students who have satisfactorily completed prerequisite coursework.
- Provide the School with clear objectives, activity guidelines, and evaluation forms for each placement.

- Inform students that they are not employees of the School and are not entitled to compensation or benefits, unless separately hired by the School under a distinct employment agreement.

### **III. Responsibilities of the School**

- Collaborate with the College to provide appropriate and meaningful field experiences.
- Make facilities and activities available for planned learning experiences.
- Assign a certified mentor teacher (preferably with clinical educator training) to each student teacher whenever possible.
- Permit reasonable access by College supervisors for observation and evaluation.
- Include College representatives in relevant staff meetings concerning student teaching or educational policy.
- Provide emergency medical care if needed, with the understanding that the student is responsible for related costs.

### **IV. Screening and Conduct**

The School may request the removal of any College student whose conduct or performance does not meet School standards. The College may likewise withdraw any student whose progress or behavior fails to meet program expectations. Both institutions will communicate promptly about such concerns.

### **V. Liability and Insurance**

Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents to the extent allowed by law, subject to the limitations of §768.28, Florida Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either party.

Each party shall maintain insurance or self-insurance customary for its operations, including general and professional liability coverage of not less than \$1,000,000 per occurrence or evidence of equivalent self-insurance.

No waiver of subrogation or blanket release of liability is required.

### **VI. Term and Termination**

This Agreement shall become effective immediately upon ratification by all parties and shall remain in effect in perpetuity, unless and until any party provides written notice of termination to the other.

Termination will become effective ninety (90) days after such written notice unless a different date is mutually agreed upon in writing.

**VII. Miscellaneous**

- Governing Law & Venue: This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute shall lie in the Nineteenth Judicial Circuit, Indian River County, Florida.
- Severability: If any provision is found invalid, the remaining provisions shall remain in full force and effect.
- Entire Agreement: This document constitutes the entire agreement between the parties and may only be amended in writing signed by both.
- Non-Exclusive: Both parties reserve the right to enter into similar agreements with other institutions.
- Notices: All notices shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the addresses listed above or as otherwise designated in writing.

**Signatures**

**North County Charter School**

By: Gregory S. Potter

Name: Gregory S. Potter

Title: Director & Principal

October 28, 2025

**Indian River State College**

By: \_\_\_\_\_  
Dr. Timothy E. Moore, College President

By: \_\_\_\_\_  
Ms. Christa Luna, Chair, District Board of Trustees



**TOPIC:** 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: 1/7/26

---

BOARD ACTION:

DATE: 1/27/26

---

**Full-Time Appointments:**

Dominique Battle (Administrative Assistant II, Advising and Career Services)  
Raiko Blanco (HVAC Technician, HVAC)  
Lisa Bourquin (Teacher, Indian Town High School)  
Mary Ellen Carlson (Student Advocate Advisor, School of Nursing)  
Paul DiCaprio (Maintenance, Physical Plant/Maintenance)  
Karen Douglas (Talent Mgr. - Ent. Learning & OD Architect, Human Resources)  
Susan Evans (Program Coordinator, Adult Secondary Education)  
Russell Fitzpatrick (Dir. of Talent Management-Learning & Org. Development, Talent Acquisition)  
Luisa Garrett (Content Specialist, Creative Strategy)  
Patricia Gilhooly (Financial Aid Advisor, Chastain Campus)  
Umu Graham (Program Director - Upward Bound St. Lucie County, Student Life)  
Angela Francine Grenier (Financial Aid Advisor, Mueller Campus)  
Ashley Guzi (Administrative Assistant II, Finance)  
Lillian Hudson (Registration Assistant, Student Success Center)  
Jody Idlette (Program Director - Upward Bound KAPS, Student Life)  
Alexander Kanter (Associate Dean of English, Philosophy, & Performing Arts, Liberal Arts)  
Aletha Kelly (Nursing Laboratory Specialist, School of Nursing)  
Maya Kornegay (Career Pathways Facilitator, Adult Secondary Education)  
Alexandra Lee (Academic Coordinator, Upward Bound)  
Tessa Lindberg (Assistant Softball Coach, Softball Athletics)  
Liviya Medina-Gonzalez (Event Production Manager, Events and Management)  
Heather Michaels (Associate Dean of Science, School of Science)  
Shawanda Mitchell (Interim - Academic Advisor, Advising Services)  
Anthony Nunez (Director of Fire Science Academy Training Center, Public Service Education)  
Tawanda Nyahasha (Assistant Professor, English and Communications)  
Brittney O'Hara (Career Services Advisor, Massey Campus)  
Robert Orlando (Assistant Professor I, Physical Sciences)  
Zujey Perez (Administrative Assistant III, Executive Staff)  
Robert Redman (Assistant Professor I, School of Business)  
Samantha Santos (HR Benefits Partner, People & Culture)  
Troy Shearer (Associate Dean of Applied Technologies, Business and Applied Technologies)  
Luz Torres (Registrar, Student Success)  
Estherd Ukpong (Assistant Professor I, School of Nursing)  
Amber Vasquez (Academic Advisor, Pruitt)  
Christina Westbrook (Academic Coordinator, Educational Talent Search)  
JaLisa Wingfield (Academic Coordinator, Educational Talent Search)

**Retirements:**

Sandra Nelson (Registrar, Student Success)  
Michael Pelitera (Virtual Campus Instructional Technology Trainer, IRSC Online)  
Tammy Powley (Professor, English and Communications)  
Quan Zheng (Professor, Physical Sciences)

**Separation of Service:**

Desiree Ansel (Event and Stewardship Coordinator, Foundation Manager)  
John Beck (HVAC Technician, HVAC)  
Angela Bowen-Brazell (Underwriting Account Executive, IRSC Public Media)  
Michael Dexter (Public Safety Officer, Public Safety and National Training Initiatives)  
Tabatha Greene (Employee Engagement and Retention Coordinator, Human Resources)

James Rigal (Teacher, Indiantown High School)  
Richard Rosado (Assistant Professor I, Hospitality and Culinary Management)  
Elizabeth Santiago (Registration Assistant, Chastain Campus)  
Shanna Stokes (Assistant Professor I (Contract), School of Nursing)  
Janay Tate (Exceptional Student Education Teacher, Indiantown High School)  
Celina Torres (Senior Payroll Specialist, Payroll)  
Caroline Valentin (General Counsel, Office of the President)  
Amanda Vertiz (Instructional Support Specialist, Tutoring Centers)  
David Washington (Maintenance, Physical Plant/Maintenance)

**Regular Part-Time Appointments:**

Cameron Lee Cardona (Library Technical Assistant, Learning Resources)  
Asusena Garcia (Admissions Specialist, Student Communications)  
Sofia Iregui (Admissions Specialist, Student Communications)  
Daniel Post (Artificial Intelligence Facilitator, School of Continuing Education)  
Marcus Ramos (Public Safety Officer, Campus Safety)

**Part-Time Temporary Non-Instructional Appointments:**

Agustin Avila (Pioneer Learning Assistant - Peer Tutor, STEM)  
Abu Bakar (Pioneer Learning Assistant - Peer Tutor, STEM)  
Brandon Davis (Program Assistant, Performing and Visual Arts)  
Sabrina DeWall (Pioneer Learning Assistant - Peer Tutor, STEM)  
Emily Gallagher (Program Assistant, Computer Information Technology)  
Isabella Gargiulo (Federal Work Study, Physical Sciences)  
Andrew Gomez (Training Facilitator I, School of Continuing Education)  
Serena Graham (Interim Records Specialist, Student Records)  
Patricia May (ASC Tutor, Tutoring Centers)  
Juan Munoz Garrido (Federal Work Study, Okeechobee County)  
Scott Peterson (CAD/CAM Facilitator, Advanced Manufacturing)  
Michael Rolle (Lifeguard/Instructor, Aquatics)  
Victoria Serrano Melendez (Federal Work Study, Student Conduct)  
Jennifer Sharr (ASC Tutor, Tutoring Centers)  
Deborah Slicis (Testing Assistant, Assessment Services)  
Daniella Small (Adult Education Intake Specialist, Adult Secondary Education)  
Julia Sweany (Federal Work Study, Registration Assistant)  
Daniel Taylor (Program Assistant, Aquatics)  
Sabrina Venegas (Adult Education Intake Specialist, Adult Secondary Education)  
Mishael Williams (Federal Work Study, Brand Experience)

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

Sean Bonner (Engineering)  
Ruma Chatterji (Biological Science)  
Eric Collado (Emergency Medical Services)  
John Joseph Cornicelli (Physical Science General)  
Heather Cruz (Adult Education)  
Jeanine DiNardo (Hospitality and Culinary Management)  
Frederick Donegan (Criminal Justice)  
Jean Dubois (Adult Education)  
Mindi Fetterman (Human Services)  
Hollys Filomena (Adult Education)  
Robert Griggs (Adult Education)  
Zahraa Issa (Electronics Technology)

Clifford Kemp (Computer Information Technology)  
Amy Loyola (Practical Nursing)  
Brandy Macaluso-Owens (Human Services)  
Aquila Martinez Hernandez (Biological Science)  
Melissa Messina (Human Services)  
Joseph Neptune (Business Management)  
Emily Noelke (Surgical Technology)  
Karen Pearson (Practical Nursing)  
Bianca Quallo (Nursing)  
Georgette Rosenfeld (Health Information Technology)  
Maria Sanchez Toribio (Practical Nursing)  
Amanda Sauer (Indiantown High School)  
Janis Spanier (Practical Nursing)  
Kimron Tolbert (Adult Education)  
Christine Vincent (Adult Education)  
Nicholas Voglio (Criminal Justice)  
Margaret Votteler (Human Services)