



# Indian River State College

**DISTRICT BOARD OF TRUSTEES MEETING  
Indian River State College – Pruitt Campus  
STEM Center Research Coast Auditorium, S108  
500 NW California Blvd, Port St. Lucie, FL 34986**

**May 19, 2026 – 2:30 PM**

## **AGENDA**

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Chair’s Comments – *Chair Luna*
  - a. Retirement Recognition for Trustee Vicki Davis – *17 years of service*
3. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
4. General Counsel Update on Actions and Litigation filed by former CFO, Dr. Marvin Pyles – *Kevin Hyde*
5. Request approval of the April 28, 2026 Board of Trustees Meeting Minutes – *Chair Luna*
6. Open to Public Comment – *Chair Luna*
7. President’s Report – *Dr. Tim Moore*
  - a. President’s Update
  - b. Calendar of Events for June 2026
8. Strategic Initiatives – *Dr. Michael Hageloh*
9. Public Safety Updates & Initiatives – *Don Bergmann*

10. Partnership with the University of Miami Gordon Center for Simulation and Innovation in Medical Education Prehospital and Emergency Training – *Krissy Faulk*
11. STEM Pioneer Project Update – *Dr. Lynne O’Dell*
12. Academic Affairs & Charter School Governance Committee Meeting Report – *Trustee Thornton*
13. Finance Committee Meeting Report – *Trustee Kindell*
14. Facilities Committee Meeting Report – *Trustee Schirard*
15. Governance & Legislative Affairs Committee Meeting Report – *Trustee Kindell*
16. Consent Items: *Chair Luna*
  - a. Clinical Experience Agreements:
    1. Odyssey Charter School, Inc., Florida
    2. The School Board of Okeechobee, Florida
  - b. Individual Training Account Agreement between CareerSource Heartland and Indian River State College
  - c. Memorandum of Agreements between Indian River State College, Criminal Justice Institute and:
    1. RD2 Consulting, LLC
    2. Cisco Strategic Studies, LLC
  - d. Memorandum of Agreements Program Training Sites:
    1. Family Worship Center
    2. United Against Poverty
  - e. Memorandum of Understanding between Superhuman Platform Inc. and Indian River State College
  - f. Pressbooks Platform User Agreement
  - g. Student Affiliation Agreement between Indian River State College and The School Board of Palm Beach County, Florida for Clinical Learning Experiences
  - h. Full-Time Appointments:
    1. Carolina Vergara Bedoya (Career Pathways Facilitator, Adult Secondary Education)
    2. Patrice Coolican (Senior Budget Analyst, Planning, Budget, and Auxiliary Services)

3. Lucinda Lopez Cortes (Program Specialist, Adult Secondary Education)
  4. Ryan Crook (Student Wellness Specialist, Office of Student Life)
  5. Wendy DiTroia (Clerk, Public Service Education)
  6. Nicholas Fowler (Groundskeeper, Grounds)
  7. Marta Freeman (Career Pathways Facilitator, Adult Secondary Education)
  8. Raymond Gellner (Laboratory Manager, Biological Sciences)
  9. Maria Hernandez (Custodian, Custodial)
  10. Danielle Keesee (Accounts Receivable Specialist, Accounts Receivable)
  11. Andrew Paparelli (Application Analyst, Finance)
  12. Karelle Patterson (Financial Aid Advisor, Financial Aid Specialists)
  13. Coretta Reneau-Burnett (Program Coordinator, School of Continuing Education)
  14. George Reynolds (Public Safety Officer, Public Safety and National Training Initiatives)
  15. Elizabeth Viamontes (Case Manager, Farmworker Career Development Program)
  16. Darrell Williams (Accounts Receivable Specialist, Accounts Receivable)
- i. Retirements:
1. Donald Noble (Custodian, Custodial)
- j. Separations of Service:
1. Alicia Delo (Bank Reconciliation Senior Specialist, Student Financials)
  2. Lizeth Vanessa Dietz (Procurement Agent, Procurement)
  3. Jordan Alexis Hill (Assistant Professor I, School of Nursing)
  4. Sarah Kirkhart (Interim – Records Specialist, Student Records)
  5. Maya Kornegay (Career Pathways Facilitator, Adult Secondary Education)
  6. Joseph Lemieux (Student Success Advisor, Advising Services)
  7. Michael Lyons (Assistant Men’s Basketball Coach, Men’s Basketball Athletics)
  8. France Mason (Program Coordinator, Adult Secondary Education)
  9. Emily Mass (Associate Vice President of Recruitment and Admissions, Student Success)
  10. Cynthia Medeiros (Administrative Assistant I, Health and Human Sciences)

11. Carlos Melara (Financial Aid Advisor, Financial Aid Specialists)
  12. Anthony Jose Nunez (Director of Fire Science Academy Training Center, Public Service Education)
  13. Veronica Solis (Accounts Payable Specialist, Accounts Payable)
  14. Mercedes Liriano White (Dual Enrollment Coordinator, Articulation and Partnerships)
- k. Regular Part-Time Appointments:
1. Stephanie Lowe-Choa-Lee (Program Assistant, Biological Sciences)
  2. Vincent Lust (Laboratory Assistant – HVAC, Applied Technologies)
  3. Landon Ploszay (Program Assistant, Biological Sciences)
- l. Part-Time Temporary Non-Instructional Appointments:
1. Isabella Alvarez (Federal Work Study, Brand Experience)
  2. Aldjenny Brutus (Federal Work Study, School of Nursing)
  3. Kadesha Dsilva (Testing Assistant, Assessment Services)
  4. Juliana Duran (Adult Education Intake Specialist, Adult Secondary Education)
  5. Napoleon Francisco (Federal Work Study, Registration Assistant – Chastain Campus)
  6. James Johnson (Metrology and Inspection Facilitator, Advanced Manufacturing)
  7. Gretchen Long (Program Success Coach and Mentor, Upward Bound – Indian River County)
  8. Olivia Naffziger (Federal Work Study, School of Nursing)
  9. Luz Rivera-Cuevas (Residence Assistant, Upward Bound – Indian River County)
  10. Cameron Smith (Program Specialist, Health Science)
  11. Lindsay Verneret (Federal Work Study, School of Nursing)
- m. Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory)
1. Danielle Agahan (Radiologic Technology)
  2. Gabrielle Brown (Practical Nursing)
  3. Danielle Dammers (Practical Nursing)
  4. Anthony D’Andrea (School of Business)
  5. Jennifer DiTrapani (Biological Sciences)
  6. Judith Emslie (Biological Sciences)
  7. John Frank (School of Business)
  8. Jeffrey Fryer (School of Business)

9. Sarah Houtrides (Cosmetology)
10. Curtis Johnson (School of Business)
11. Robert Kleinberg (Biological Sciences)
12. Tamisha McQueen (Adult Secondary Education)
13. Christopher Moore (Biological Sciences)
14. Shannon Reese (Radiologic Technology)
15. Matthew Rudow (Computer Information Technology)
16. David Stowe (Radiologic Technology)
17. Jason Walker (Biological Sciences)

17. 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



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*CHAIR'S COMMENTS*

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**TOPIC:** Chair's Comments

**SUMMARY:**

Chair's Comments:

- a. Retirement Recognition for Trustee Vicki Davis – *17 years of service*

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SUBMITTED BY: Chair Luna DATE: 5/19/26

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BOARD ACTION: None required DATE: 5/19/26

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

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

- Introduction of the new 2026–2027 SGA Executive Board
- Recap of the Student Life Awards Celebration
- Positive outcomes from Relax & Recharge events across all campuses
- Continued summer engagement opportunities for students
- Promotion and recruitment for the SGA Campus Liaisons Program
  - Overview of Campus Liaison leadership and campus representation roles
- AY 2025–2026 engagement growth highlights:
  - Increased student engagement and campus participation
  - 15 additional active student organizations
  - Strong attendance at career, wellness, leadership, and involvement events across the institution

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

**FISCAL IMPACT:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

SUBMITTED BY: Gracia Buzziz

DATE: 5/1/26

BOARD ACTION: None Required

DATE: 5/19/26





DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Request approval of the April 28, 2026 Board of Trustees Meeting Minutes

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:** Request approval of the April 28, 2026 Board Meeting Minutes.

SUBMITTED BY: Chair Luna

DATE: 5/19/26

BOARD ACTION:

DATE: 5/19/26

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

**REGULAR MEETING**

**April 28, 2026**

The regular meeting of the District Board of Trustees of Indian River State College was held on April 28, 2026, beginning at 1:00 PM in the Wolf High - Technology Center, Room C101 on the Chastain Campus of Indian River State College in Stuart, FL.

**REGULAR MEETING**

Those present:

**ATTENDANCE**

Christa Luna, Okeechobee County, presiding

Susan Caron, St. Lucie County

Anthony George, Martin County

Vicki Davis, Martin County

J. Brantley Schirard, St. Lucie County

Jose Conrado, Indian River County

Melissa D. Kindell, Okeechobee County

Milo Thornton, Indian River County

Also Present:

Timothy E. Moore, Ph.D., President

Kevin Hyde, General Counsel

Suzanne Parsons, Executive Manager, Recorder

Others present:

Heather Belmont, Provost/Vice President of Academic  
Affairs

Angela Browning, Vice President of Research,

**Institutional Effectiveness, Accreditation &  
Governmental Relations**

**Beth Gaskin, Vice President for Student Success**

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

**Michael Hageloh, Executive Vice President of  
Strategic Initiatives, CMO**

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

**Don Bergmann, Chief of Campus Safety**

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

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

**Emily Mass, Associate Vice President of Recruitment  
and Admission**

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

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

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

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

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

**Lou Caprino, Executive Dean of Public Service**

**Anthony Dribben, Executive Dean of Math & Science**

**Stephanie Etter, Executive Dean of Adult and  
Continuing Education**

**Patty Gagliano, Executive Dean of Health & Human**

**Services**

**Alex Kanter, Associate Dean of English, Philosophy  
and Performing Arts**

**Tiffany Lewis, Associate Dean of Mathematics**

**Adriene Jefferson, Dean of Northwest Center**

**Victoria Ortiz-Lucas, Chief Budget Officer**

**Scott Kimmelman, Athletic Director**

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

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

**Annette Bracero, Director of Financial Aid**

**Maureen & Paul Bennett, Staff**

**James Crocco, Staff**

**Hudson Lana, Staff**

**Howard Matnzer, Staff**

**Liviya Medina-Gonzalez, Staff**

**Zujey Perez, Staff**

**Kathleen Walter, Staff**

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

**CALL TO ORDER**

**Chair Luna recognized Trustee Milo Thornton.  
Trustee Thornton is a recent graduate of the 297<sup>th</sup>  
Session of the FBI National Academy. Milo was chosen  
to attend based on his leadership, outstanding job  
performance and dedication to service.**

**CHAIR'S COMMENTS**

**RECOGNITION OF  
TRUSTEE MILO  
THORNTON**

Chair Luna and the Board congratulated Trustee Thornton on this significant accomplishment.

Dr. Heather Belmont presented information on the University of East London Board of Governors and President's Visit for our Partnership Signing Ceremony on May 19, 2026 at 3:30 PM at the Pruitt Campus. There will be a reception following the signing ceremony and all Board Members and spouses/guests are invited to join our University of East London visitors at Kyle G's Prime Seafood and Steaks that evening for dinner.

Chair Luna requested approval to amend the May 19<sup>th</sup> Board Meeting start time to 2:30 PM with Committee Meetings being held prior to the meeting to accommodate a Signing Ceremony with University of East London Board of Governors at 3:30 PM.

On a motion made by Jose Conrado, seconded by Milo Thornton and passed by the Board, the May 19<sup>th</sup> Board Meeting start time will be amended to 2:30 PM with Committee meetings being held prior to the meeting.

**UNIVERSITY OF EAST LONDON BOARD OF GOVERNORS AND PRESIDENT'S VISIT FOR PARTNERSHIP SIGNING CEREMONY ON MAY 19, 2026 AT THE PRUITT CAMPUS**

**REQUEST TO AMEND THE MAY 19<sup>TH</sup> BOARD MEETING START TIME TO 2:30 PM WITH COMMITTEE MEETINGS BEING HELD PRIOR TO THE MEETING**

**MOTION TO AMEND THE MAY 19<sup>TH</sup> BOARD MEETING START TIME TO 2:30 PM WITH COMMITTEE MEETINGS BEING HELD PRIOR TO THE MEETING**

Beth Gaskin and Maria Johnson presented to the Board, for recognition, the retirement of Twyla Blair. Twyla was recognized for her nineteen years of service and commitment to Indian River State College.

**RETIREMENT  
RECOGNITION  
TWYLA BLAIR – 19 YEARS  
OF SERVICE**

President Moore and the Board thanked Twyla for her many years of service and wished her all the best in retirement. President Moore presented her with a retirement gift that included the IRSC flag, challenge coins and well wishes from her colleagues.

Dr. Anthony Dribben and Tiffany Lewis congratulated the Indian River State College Math Team – Rian Zimmerman, Anya Germain, Maximus Dill and Tommy Jantunen and Faculty Sponsors – Dr. Drake Harmon and Dr. Sean Perry. The team and faculty sponsors are unable to be in attendance due to it being final exam week.

**RECOGNITION OF  
FTYCMA MATH OLYMPIC  
AWARD WINNERS AND  
COLLEGE MATH OLYMPIC  
COMPETITION AND  
AWARD WINNERS**

The College Math Team competed at the Florida Two-Year College Mathematics Association (FTYCMA) College Math Olympics event held at Santa Fe College in Gainesville on Saturday, April 11, 2026.

The IRSC team won 2<sup>nd</sup> place in the statewide team competition. Student Maximus Dill won 3<sup>rd</sup> place in the individual competition.

The High School Math Olympics is a fun, team-based competition that builds and celebrates students' math skills and was held on the Massey Campus. Twelve high schools participated and 100 students competed.

Dr. Dribben and Tiffany Lewis congratulated the High School Math Olympics Individual Test Winners:

Varsity Winners:

1. Donte Charre (MCHS)
2. Leonard Marraffino (SFHS)
3. Aiden Martinez (The Pine School)

Junior Varsity Winners:

1. Joseph Murray (MCHS)
2. Lyric Cash (Somerset Academy)
3. Viktor Goldberg (CALC)

Faculty Chair:

1. Ms. Kelley Cornett

Dr. Dribben and Tiffany Lewis congratulated the High School Math Olympics Individual Team Winners:

Varsity Winners:

1. Somerset College Prep Academy
2. Martin County High School
3. Fort Pierce Central High School

**Junior Varsity Winners:**

1. Clark Advanced Learning Center
2. South Fork High School
3. Fort Pierce Central High School

President Moore and the Board congratulated all the winners on their accomplishments.

Dr. Heather Belmont recognized the following Team Member of the Month:

- April 2026 – Maureen Bennett

President Moore and the Board congratulated Maureen on her accomplishments and thanked her for her support in preparing the Board for its meetings in Suzanne’s absence. They presented her with the Team Member of the Month Coin.

Chair Luna requested a motion to approve the minutes of the March 24, 2026 Board Meeting.

On a motion by Susan Caron, seconded by Tony George, and passed by the Board, the minutes of the March 24, 2026 Board Meeting were approved.

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

**TEAM MEMBER OF THE MONTH**

**APRIL 2026 – MAUREEN BENNETT**

**REQUEST APPROVAL OF THE MARCH 24, 2026 BOARD MEETING MINUTES  
MOTION TO APPROVE THE MARCH 24, 2026 BOARD MEETING MINUTES**

**OPEN TO PUBLIC COMMENT**

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

- Dr. Browning reported our Enrollment Trendlines – In 2022/23 – 10,300.61 FTE, in 2023/24 – 10,759.5 FTE, in 2024/25 – 11,256, and in 2025/26 we estimate our FTE at 11,800 FTE or a 4.83% growth.
- Fall will be our first time registering, applying, etc. in the new ERP system.
- Dr. Moore invited all to attend our Commencement Ceremonies on May 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> at Westside Center.
- Happy Birthday to Michael, Beth & Heather!
- Spring 2020 – approved funds coming from Foundation to cover operating costs. Now we are \$15m to the good and we do not have to borrow money from the Foundation.
- We are focused on the mission and we can see that from the success of our students.
- As we wrap up the 2025-26 year, the College is proud to celebrate a remarkable milestone, having awarded more than 100,000 credentials since 1960.

President Moore presented to the Board, for its information, the Calendar of Events for May 2026.

**CALENDAR OF EVENTS**

Dr. Michael Hageloh presented the Strategic Initiatives Update:

**STRATEGIC INITIATIVES**

- Immediately following this meeting the IRSC Real Estate, LLC Board of Directors will meet and will hear from our second unsolicited bidder for student housing. The Real Estate Board of Directors will then move forward to consider a finalist and once a recommendation is made by the Real Estate Board of Directors we will bring it to the Board of Trustees for consideration.

Annabel Robertson presented a Foundation Update and requested approval of a Resolution approving the assignment of the 1993 River Hammock lease to River Hammock Holdings, LLC and the execution of all related ground leases, easement, and transfer documents to facilitate ownership and operation of student housing.

**REQUEST FOR APPROVAL OF A RESOLUTION APPROVING THE ASSIGNMENT OF THE 1993 RIVER HAMMOCK LEASE TO RIVER HAMMOCK HOLDINGS, LLC & THE EXECUTION OF ALL TRANSFER DOCS TO FACILITATE OWNERSHIP & OPERATION OF STUDENT HOUSING  
MOTION ON RESOLUTION APPROVING THE ASSIGNMENT OF THE 1993 RIVER HAMMOCK LEASE TO RIVER HAMMOCK HOLDINGS, LLC & THE EXECUTION**

On a motion made by Susan Caron, seconded by Brant Schirard and passed by the Board, the Resolution approving the assignment of the 1993 River

Hammock lease to River Hammock Holdings, LLC and the execution of all related ground leases, easement, and transfer documents to facilitate ownership and operation of student housing was approved.

**OF ALL TRANSFER DOCS  
TO FACILITATE  
OWNERSHIP &  
OPERATION OF STUDENT  
HOUSING**

Annabel Robertson reported the Athletic Department Golf Outing on April 24<sup>th</sup> was a success. They kicked off the event Thursday night with a small group of 60 with Johnny Bench. Alumni athletes participated in the golf tournament and they had a drop the ball event. Raised about \$45,000. She thinks this is a good step to establish a booster club.

**FOUNDATION UPDATE**

The Foundation Board approved continued funding for Promise program and their strategic plan at yesterday's meeting.

Don Bergmann presented the Public Safety Updates and Initiatives:

**PUBLIC SAFETY  
UPDATES AND  
INITIATIVES**

Don discussed where we are now, what we are working on and what's to come. It starts with the Board passing a Resolution to become a police agency and in conjunction we need to establish policies. He briefly commented on the minimum standards and requirements needed for establishing a police force,

and he discussed the CS/CS/HB 757 School Safety requirements. We must also be accredited.

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

**FACILITIES COMMITTEE MEETING REPORT**

On a motion made by Brant Schirard, seconded by Susan Caron and passed by the Board, the following Facilities Committee Meeting items were approved and/or presented for information only:

**MOTION ON FACILITIES COMMITTEE MEETING ITEMS**

▪ Discussion of IRSC Property Inventory *(information only)*

**DISCUSSION ON IRSC PROPERTY INVENTORY**

- All properties owned on the Massey & Branch Campuses as well as Okeechobee County
- Update on unsolicited bid for excess land on Massey Campus
- Sale of Capital Assets – Properties/Land, Buildings & Equipment

▪ Real Estate Transactions for the following College Owned Properties:

**REAL ESTATE TRANSACTIONS FOR COLLEGE OWNED PROPERTIES  
2950 EDWARDS ROAD,  
FORT PIERCE**

- a. 2950 Edwards Road, Fort Pierce – Neither offer was accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.

- |   |  |
|---|--|
| <p>b. 3063 Old Edwards Road, Fort Pierce – the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.</p>             | <p><b>3063 OLD EDWARDS ROAD, FORT PIERCE</b></p>                     |
| <p>c. 3089 Old Edwards Road, Fort Pierce - the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.</p>             | <p><b>3089 OLD EDWARDS ROAD, FORT PIERCE</b></p>                     |
| <p>d. 3049 Old Edwards Road, Fort Pierce -the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.</p>              | <p><b>3049 OLD EDWARDS ROAD, FORT PIERCE</b></p>                     |
| <p>e. 2622 S 30<sup>th</sup> Street, Fort Pierce – the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.</p>     | <p><b>2622 S 30<sup>TH</sup> STREET, FORT PIERCE</b></p>             |
| <p>f. 2515 South 29<sup>th</sup> Street, Fort Pierce – the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.</p> | <p><b>2515 SOUTH 29<sup>TH</sup> STREET, FORT PIERCE</b></p>         |
| <p>g. South 29<sup>th</sup> Street (19 parcels), Fort Pierce – the offer was not accepted. The Board</p>  | <p><b>SOUTH 29<sup>TH</sup> STREET (19 PARCELS), FORT PIERCE</b></p> |

would like to keep this property for the time being and not re-list it on the MLS.

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|--|--|
| h. 2501 South 29 <sup>th</sup> Street, Fort Pierce – the offer was accepted.   | <b>2501 SOUTH 29<sup>TH</sup> STREET, FORT PIERCE</b>  |
| i. 2603 South 29 <sup>th</sup> Street, Fort Pierce – the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.                                    | <b>2603 SOUTH 29<sup>TH</sup> STREET, FORT PIERCE</b>  |
| j. TBD Edwards Road, Fort Pierce – the offer was not accepted. The Board would like to republish the property on the MLS with a floor of the appraised value.  | <b>TBD EDWARDS ROAD, FORT PIERCE</b>   |
| ▪ Listing the College owned rental property at 3290 Edwards Road, Fort Pierce should be listed on the MLS for 45 days to request proposals to sell for the highest cash-offer with a floor of the appraised value. | <b>COLLEGE PROPERTY AT 3290 EDWARDS RD, FORT PIERCE TO BE LISTED ON THE MLS FOR 45 DAYS TO REQUEST PROPOSALS TO SELL AT HIGHEST CASH OFFER WITH A FLOOR OF THE APPRAISED VALUE</b> |
| ▪ Independent Contractor Agreements with:  | <b>INDEPENDENT CONTRACTOR AGRMTS</b>   |
| – Ball Fabrics   | <b>BALL FABRICS</b>  |
| – BMS Cat, LLC   | <b>BMS CAT, LLC</b>  |
| – Paul Jacquin & Son’s Construction – Indiantown Gate Project  | <b>PAUL JACQUIN &amp; SON’S CONSTRUCTION – INDIANTOWN GATE PROJ</b>  |

- Paul Jacquin & Son’s Construction – IRSC  
Main Campus Maintenance Epoxy
  - Paul Jacquin & Son’s Construction –  
TCPSTC Obstacle Course/ Pavers/  
Platform
  - Sign On, LLC
  - South Florida Water Management District Water  
Use Individual Permit Renewal from March 16,  
2026 through March 16, 2046 for the IRCC  
Treasure Coast Public Safety Training Complex  
*(information only)*
- Tony George reported on the Finance Committee  
Meeting held earlier in the day.
- On a motion by Tony George, seconded by  
Melissa Kindell and passed by the Board, the following  
Finance Committee Meeting items were approved  
and/or presented for information only:
- 2025-26 Budget Amendment:
    - a. No. 10 – Fund 2 - Current Fund -  
Restricted
  - Fee changes for per-course laboratory and  
insurance fees to be effective Fall 2026

**PAUL JACQUIN & SON’S  
CONSTRUCTION – IRSC  
MAIN CAMPUS  
MAINTENANCE EXPOXY  
PAUL JACQUIN & SON’S  
CONSTRUCTION –  
TCPSTC OBSTACLE  
COURSE/PAVERS/  
PLATFORM**

**SIGN ON, LLC**

**SFWMD WATER USE  
INDIVIDUAL PERMIT  
RENEWAL – TCPSTC –  
MARCH 16, 2026 –  
MARCH 16, 2046  
*(INFORMATION ONLY)***

**FINANCE COMMITTEE  
MEETING REPORT**

**MOTION ON FINANCE  
COMMITTEE MEETING  
ITEMS**

**2025/26 BUDGET  
AMENDMENT NO. 10**

**FEE CHANGES FOR PER-  
COURSE LAB AND  
INSURANCE FEES  
EFFECTIVE FALL 2026**

- Summary of Audit Report for the State of Florida Compliance and Internal Controls over Financial Reporting and Federal Awards for the Fiscal Year Ended June 30, 2025 *(information only)*
- Historical Summary of Actual Revenue vs. Expenses for Funds 1, 2, 3, 5 & 7 for the period 2016 through 2025 and Write-Offs for the period 2017 through 2026 *(information only)*
- Condensed Financial Report and Highlights for February 2026 *(information only)*

**SUMMARY OF AUDIT REPORT FOR THE STATE OF FL COMPLIANCE & INTERNAL CONTROLS OVER FINANCIAL REPORTING & FEDERAL AWARDS FOR FY ENDED 6/30/25 *(INFORMATION ONLY)***

**HISTORICAL SUMMARY OF ACTUAL REVENUE VS. EXPENSES FOR FUND 1, 2, 3, 5 & 7 FOR PERIOD 2016-2025 & WRITE-OFFS FOR 2017-2026 *(INFORMATION ONLY)***

**CONDENSED FINANCIAL REPORT & HIGHLIGHTS FOR FEBRUARY 2026 *(INFORMATION ONLY)* ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING**

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

On a motion made by Milo Thornton, seconded by Tony George, and passed by the Board, the following Academic Affairs & Charter Schools Governance

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

Committee Meeting items were approved:

- Clark Advanced Learning Center Start Time Compliance Report
- Internal Dual Enrollment Articulation Agreement between IRSC and Indiantown High School

**CLARK START TIME COMPLIANCE REPORT**

**INTERNAL DE ARTICULATION AGRMT BETWEEN IRSC AND INDIANTOWN HIGH SCHOOL**

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

**GOVERNANCE &  
LEGISLATIVE AFFAIRS  
COMMITTEE MEETING  
REPORT**

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

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

- Revisions to Board Policy #8105 – Holidays and College Closed Periods

**REVISION TO BOARD  
POLICY #8105 –  
HOLIDAYS & COLLEGE  
CLOSED PERIODS  
CONSENT ITEMS**

Chair Luna requested a motion on the Consent Items.

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

**MOTION ON CONSENT  
ITEMS**

- a. Accounts Receivable Write-Offs
- b. Addendum #01 to IRSC Facilities Lease Agreement with AgroSource, Inc.
- c. Affiliation Agreements:
  1. The School Board of Highlands County
  2. The School Board of Osceola County, Florida

**ACCOUNTS RECEIVABLE  
WRITE-OFFS  
ADDENDUM #01 TO IRSC  
FACILITIES LEASE  
AGREEMENT WITH  
AGROSOURCE, INC.  
AFFILIATION  
AGREEMENTS**

**d. Career Pathways Program Articulation**

**Agreements:**

- 1. Okeechobee County School District**
- 2. The School Board of Brevard County,  
Florida**
- 3. The School Board of Indian River County,  
Florida**
- 4. The School Board of Martin County,  
Florida**
- 5. The School Board of St. Lucie County,  
Florida**

**CAREER PATHWAYS  
PROGRAM  
ARTICULATION  
AGREEMENTS**

**e. Clinical Affiliation Agreements:**

- 1. East Florida Division, Inc. (Allied Health)**
- 2. East Florida Division, Inc. (Nursing)**
- 3. Okeechobee Health Care Facility**
- 4. Ovation Rehabilitation Services, LLC**
- 5. State of Florida, Department of Health,  
Martin County Health Department**

**CLINICAL AFFILIATION  
AGREEMENTS**

**f. Florida Power & Light Contract for Fire  
Brigade Training**

**FLORIDA POWER & LIGHT  
CONTRACT FOR FIRE  
BRIGADE TRAINING**

**g. Glatfelter University – VFIS University Affiliate  
Training Partnership for Emergency Vehicle  
Operations Certificate Curriculum**

**GLATFELTER UNIV-VFIS  
UNIV AFFILIATE  
TRAINING PARTNERSHIP  
FOR EMERGENCY  
VEHICLE OPERATIONS  
CERTIFICATE  
CURRICULUM**

h. Honorlock Renewal Contract	<b>HONORLOCK RENEWAL CONTRACT INTERNATIONAL TRAVEL REQUEST</b>
i. International Travel Request:  1. May 31 – June 5, 2026 – Executive Director of AI Initiatives plans to travel to Sydney, Australia to present at EduTech Australia about the College’s AI integration efforts and its partnership with Superhuman, June 3-4, 2026	
j. Memorandum of Understanding with the Coalition for Independent Living Options, Inc.	<b>MOU WITH THE COALITION FOR INDEPENDENT LIVING OPTIONS, INC. MOU BETWEEN IRSC AND FAU FOR THE LINK2FAU PROGRAM</b>
k. Memorandum of Understanding between Indian River State College and Florida Atlantic University for the Link2FAU Program	
l. Property Surplus and Inventory Write-off	<b>PROPERTY SURPLUS &amp; INVENTORY WRITE-OFF RENEWAL OF LEASE AGREEMENT WITH LEAP LAB FLORIDA</b>
m. Renewal of Lease Agreement with Leap Lab Florida	
n. Full-Time Appointments	<b>FULL-TIME APPOINTMENTS RETIREMENTS</b>
o. Retirements	
p. Separation of Service	<b>SEPARATION OF SERVICE</b>
q. Regular Part-Time Appointments	<b>REGULAR PART-TIME APPOINTMENTS PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS</b>
r. Part-Time Temporary Non-Instructional Appointments	

s. **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  
adjourned at 2:33 PM.

**ADJOURNMENT**

\_\_\_\_\_  
Christa Luna  
Chairperson

\_\_\_\_\_  
Timothy E. Moore, Ph.D.  
Secretary

**DISTRICT BOARD OF TRUSTEES****SUMMARY OF ITEM FOR  
OPEN TO PUBLIC COMMENT****IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS**

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

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

**Definitions**

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

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

Propositions do not include the following:

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

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

**Designated Public Input Period**

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

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

**Requirements When Providing Public Input**

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

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

**Additional Rules of Decorum and Conduct**

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

The presiding officer shall be guided by the following rules:

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

## AGENDA ITEM NO. 6

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

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

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

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

E. The presiding officer may:

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

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

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

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

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

**AGENDA ITEM NO. 6**

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

Effective 11/1/23

Revised 6/24/25

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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 June 2026

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SUBMITTED BY: Dr. Tim Moore

DATE: 5/19/26

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BOARD ACTION: None required

DATE: 5/19/26

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**Board of Trustees  
Calendar of Events  
June 2026**

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3 IRSC Board Retreat, Massey Campus, Board Room, A301 – 9 AM – 2 PM	4	5 College Closed	6
7	8	9	10	11	12 College Closed	13
14	15	16	17	18	19 College Closed	20
21	22	23 Board Meeting, Massey Campus, Board Room, A301 – 1 PM	24	25	26 College Closed	27
28	29	30				



**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;

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

**FOR CONTRACTS:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

SUBMITTED BY: Dr. Michael Hageloh

DATE: 5/19/26

BOARD ACTION: None Required

DATE: 5/19/26



**Indian River  
State College**

**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR  
INFORMATION**

**TOPIC:** Public Safety Updates & Initiatives

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**  
Chief Donald Bergmann will present an update on Public and current initiatives.

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

**FOR CONTRACTS:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

SUBMITTED BY: Donald Bergmann

DATE: 5/1/26

BOARD ACTION: None required

DATE: 5/19/26



Indian River  
State College

**PUBLIC SAFETY  
UPDATES & INITIATIVES**

PRESENTED BY CHIEF DONALD  
BERGMANN

# Priorities & Initiatives

1. Emergency Preparedness
2. Building Access Control
3. Video Surveillance Coverage and Monitoring
4. Communications and Dispatch Interoperability
5. Fire Safety
6. Staffing Levels and Organizational Structure

# CS/CS/HB 757 School Safety

## Provide an Anonymous Reporting Method

*Promote FortifyFL, the state's mobile suspicious activity reporting tool*

## Confidential Record Sharing Authority

*FCS institutions expressly listed as entities authorized to share students experiencing or at risk of emotional disturbance or mental illness*

## Active Assailant Response Plans

*Adopt an Active Assailant Response Plan, certify that all faculty, staff & students have completed active assailant preparedness training*

## Family Reunification Plans

*Adopt a family reunification plan to reunite students and employees with families if the institution is unexpectedly evacuated or closed*

## Student Mental Health

*Institutions must train faculty to detect and respond to mental health issues and connect students with appropriate services*

## Establish Threat Management Teams

*Establish Teams using the statewide behavioral threat management operational process*

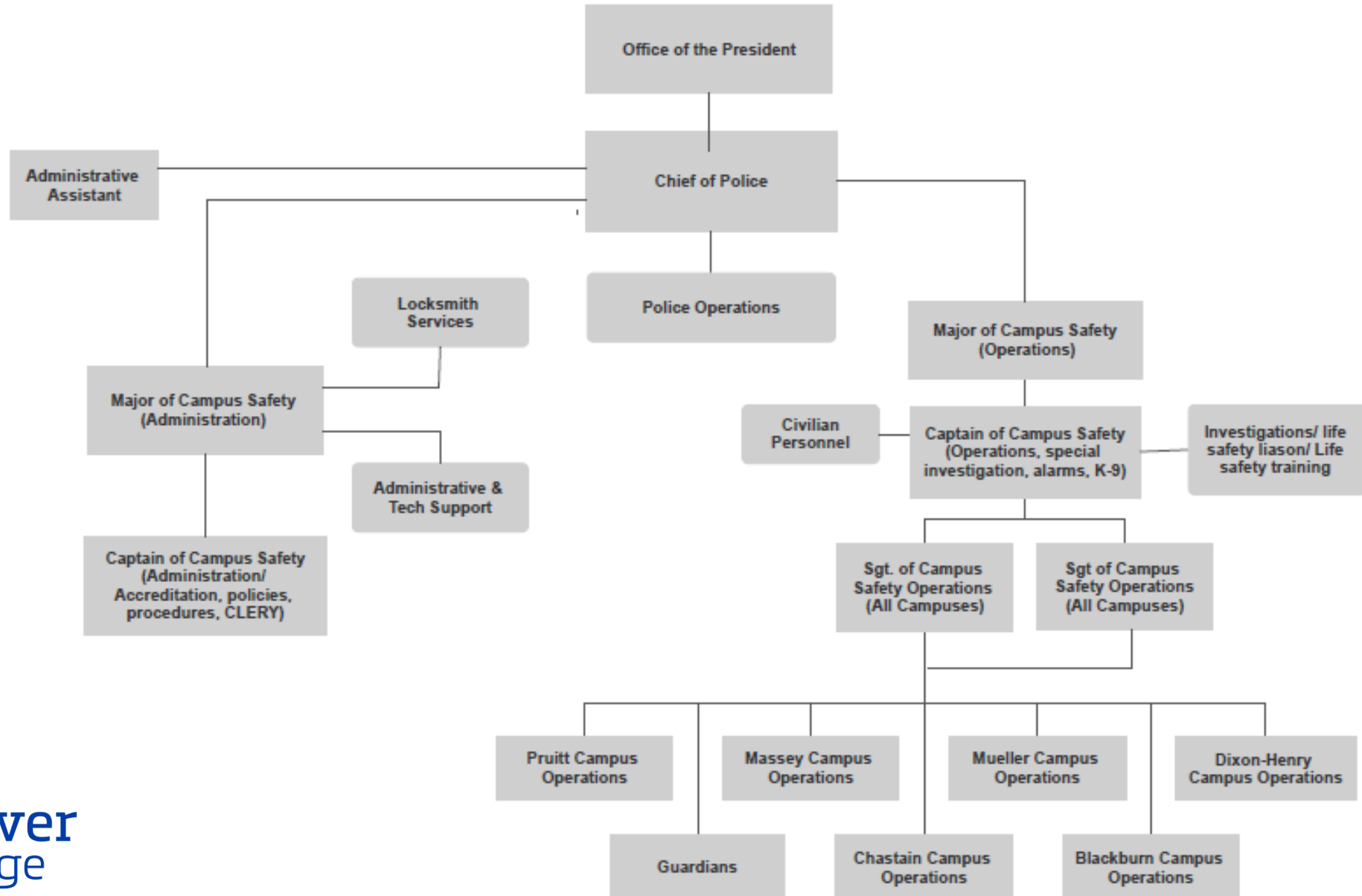
## Annual Security Risk Assessments

*Annually conduct a security risk assessment at each campus using the Florida Safe Schools Assessment Tool*

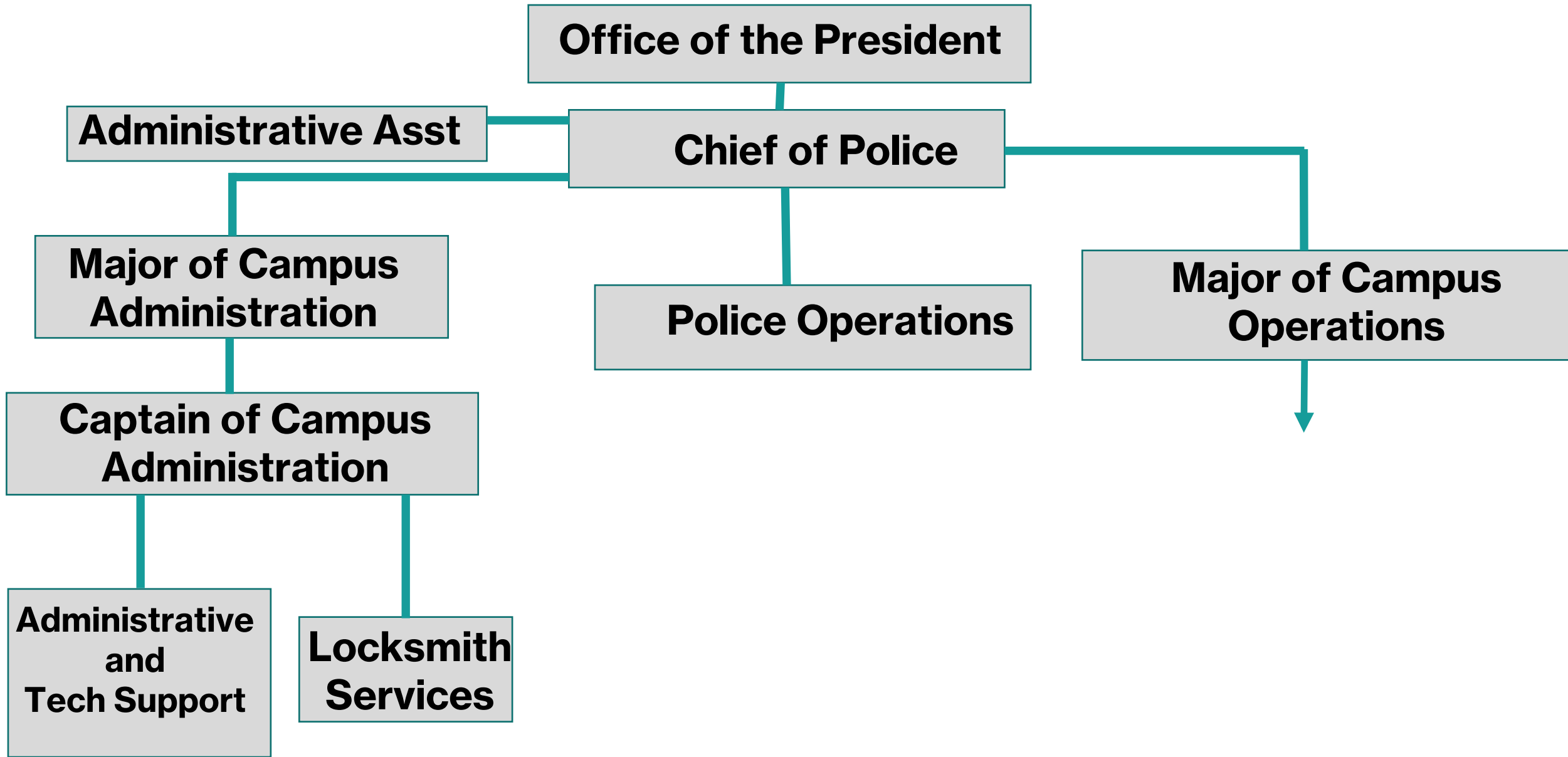
## Victim Support Policies

*Each institution must adopt policies to support students, faculty, and staff who are victims of violence, attempted acts, or credible threats*

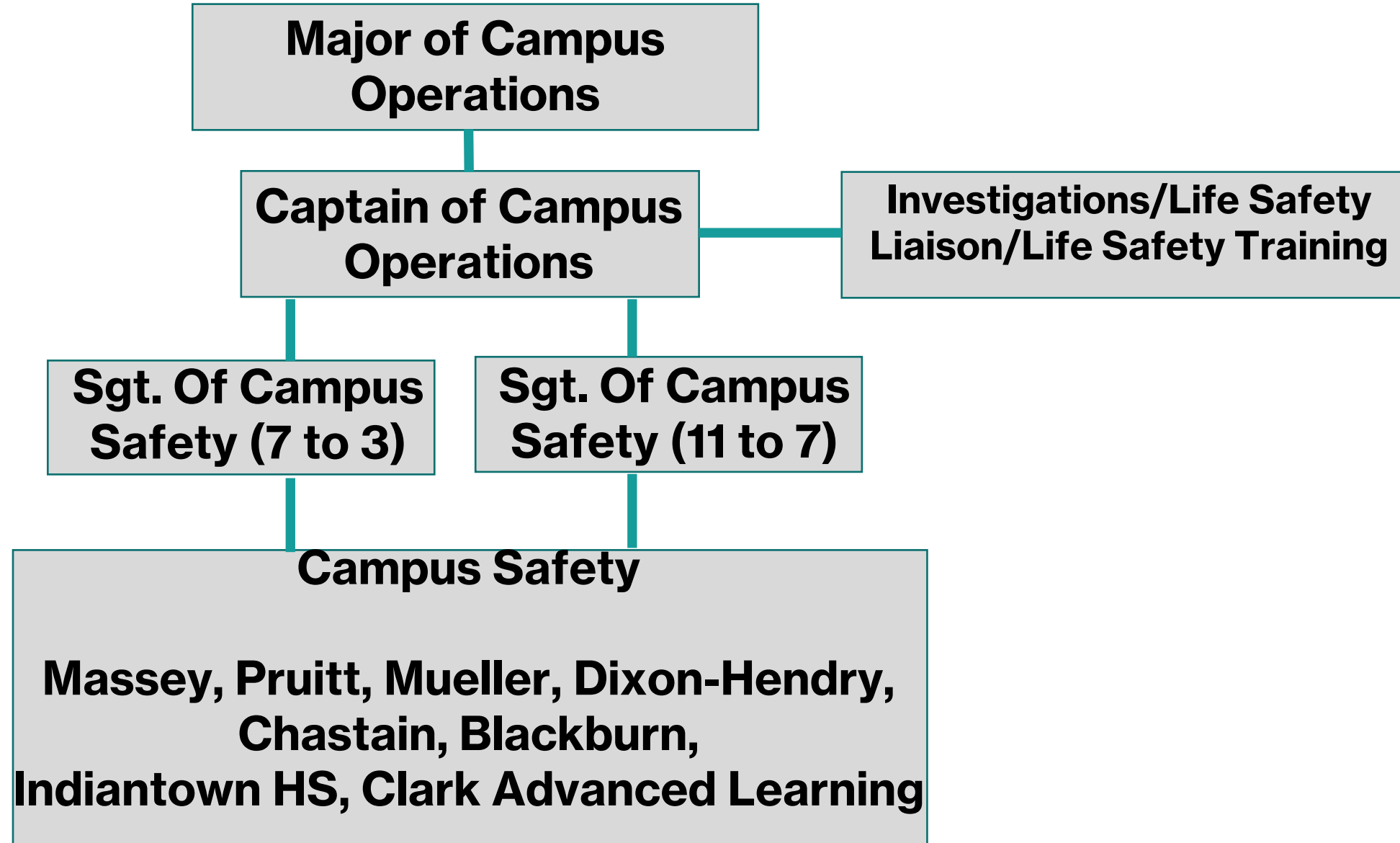
# Reorganization



# Reorganization



# Reorganization





Indian River  
State College

# QUESTIONS & COMMENTS

PRESENTED BY CHIEF DONALD  
BERGMANN

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*INFORMATION*

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**TOPIC:** Partnership with the University of Miami Gordon Center for Simulation and Innovation in Medical Education Prehospital and Emergency Training

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:** Through this partnership, UM will be coming to the Treasure Coast Public Safety Training Complex to help us deliver a unique, multidisciplinary Active Shooter Hostile Events (ASHE) training opportunity for public safety professionals in our region.

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

**FISCAL IMPACT:** N/A

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

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SUBMITTED BY: Krissy Faulk

DATE: 4/21/26

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BOARD ACTION: None required

DATE: 5/19/26

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The University of Miami Gordon Center for Simulation and Innovation in Medical Education  
Prehospital and Emergency Training  
invites you to participate in its training:

## Tactical and Medical Response to Active Shooter Hostile Events

### Training Announcement

This is a 1-day, face-to-face Provide training on active shooter response that provides interactive lectures, hands-on skill stations, as well as simulation exercises (scenarios), for a multidisciplinary population of learners, including law enforcement, fire service, Emergency Medical Services, and other first responders.

**Professional Disciplines:** All Public Safety-First Responders expected to respond to Active Shooter Hostile Events.

**The training is designed to equip learners to:**

- Adopt adaptive response strategies to incidents of mass violence
- Manage mass trauma and exercise lifesaving skills in simulated environments
- Navigate through the incident area, locate casualties, and perform triage
- Implement techniques, tools, and strategies to effectively respond to incidents of mass violence involving an active shooter or explosive devices
- Collaborate with law enforcement, fire rescue, and EMS personnel to achieve optimal response.

**Cost for Training:**

**FREE!** Date: April 28th , 2026

Time: 8:00AM to 5:00PM

Location: The Treasure Coast Public Safety

Training Complex

4600 Kirby Loop Fort Pierce, FL 34981



<https://emergencytraining.gordoncenter.miami.edu/course/index/350>

Lunch will be provided

Direct questions regarding the training to:

Krissy Faulk

(772) 462-7975

[kfaulk@irsc.edu](mailto:kfaulk@irsc.edu)

The University of Miami Miller School of Medicine's Gordon Center for Simulation and Innovation in Medical Education, Division of Prehospital and Emergency Training is supported by the Florida Department of Education to develop and disseminate life-saving programs for Florida's First Responder community. Its faculty include emergency and trauma physicians, first responders from Fire-Rescue, EMS, Law Enforcement, Emergency Management, and the US Army Trauma Training Detachment.



# PARTNERSHIP WITH UNIVERSITY OF MIAMI ACTIVE SHOOTER HOSTILE EVENT (ASHE) TRAINING TREASURE COAST PUBLIC SAFETY TRAINING COMPLEX

Presented by: Krissy Faulk  
Advanced & Specialized Training Coordinator





# WHY THIS MATTERS

## GROWING DEMAND FOR COORDINATED ACTIVE THREAT RESPONSE

- UM's Gordon Center began conducting its multidisciplinary Active Shooter Hostile Events training with law enforcement, fire, and EMS in **2019**, and has since expanded the program to several other regions in Florida
- Multi-discipline integration (Law Enforcement, Fire, EMS)
- Scenario-based training improves survivability outcomes
- Positions IRSC as regional leader in integrated public safety training





# THE PARTNERSHIP

UNIVERSITY OF MIAMI PROVIDES  
NATIONALLY RECOGNIZED ASHE  
CURRICULUM

- Grant-funded (100% covered)
- No cost to participating agencies
- IRSC serves as regional host site





# FINANCIAL IMPACT

100%

EXTERNALLY FUNDED

Training model with no instructional cost to IRSC



INCREASED CAMPUS UTILIZATION



STRENGTHENED REGIONAL  
ENGAGEMENT AND PARTNERSHIPS

\$0

INSTITUTIONAL COST

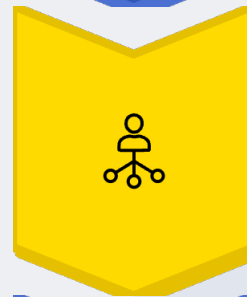
Zero financial burden on the college



# REGIONAL IMPACT



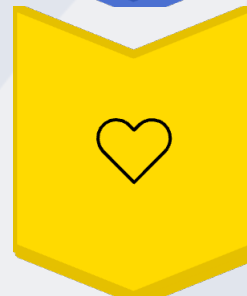
SUPPORTS LAW ENFORCEMENT, FIRE RESCUE, EMS, AND SCHOOL ADMINISTRATORS



ENHANCES INTERAGENCY COORDINATION



REDUCES RESPONSE TIME GAPS



IMPROVES COMMUNITY SAFETY OUTCOMES





# LONG-TERM VISION

ESTABLISH ASHE SITE

BUILD INSTRUCTOR CADRE

EXPAND FEDERAL GRANTS

POSITION STATEWIDE HUB

Building a sustainable model for excellence in public safety training that serves the entire state of Florida.



# STRATEGIC GROWTH Through Partnership



ENHANCES  
COMMUNITY  
SAFETY



ELEVATES  
COLLEGE  
REPUTATION



STRENGTHENS  
EXTERNAL  
PARTNERSHIPS



NO  
INSTITUTIONAL  
FINANCIAL  
BURDEN



**TOPIC:** STEM Pioneer Project Update

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

The STEM Pioneer Project is a five-year U.S. Department of Education grant awarded to the college in October of 2021 and ending September 30, 2026. While the goal of the grant was to increase the enrollment of Hispanic and low-income students in STEM tracks at the college, it has supported not only STEM track students but all students at The River. The STEM Pioneer Project has met and exceeded three of the four grant objectives so far, with the final objective to be measured upon completion of this academic year. The grant has been truly transformational for our college, and has funded the following activities:

- Support assigned student success coaches/advisors for STEM track students
- recruitment and retention efforts
- a laptop and graphing calculator loan program for any student enrolled
- equipment updates in our science laboratories & tutoring centers
- furniture for study spaces for students on all five campuses
- support for faculty efforts to implement course-embedded undergraduate research opportunities and supplemental emporium sections of math & science courses
- course-embedded learning assistants in math, science, English, and student success courses, as well as in the tutoring center
- development of articulated transfer agreements for Engineering between the college and UCF (and coming soon, FAU)
- support for establishing advisory committees in Engineering and Biological Sciences
- community partnerships.

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

**FISCAL IMPACT:** N/A

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

SUBMITTED BY: Dr. Lynne O'Dell

DATE: 4/27/26

BOARD ACTION: None required

DATE: 5/19/26

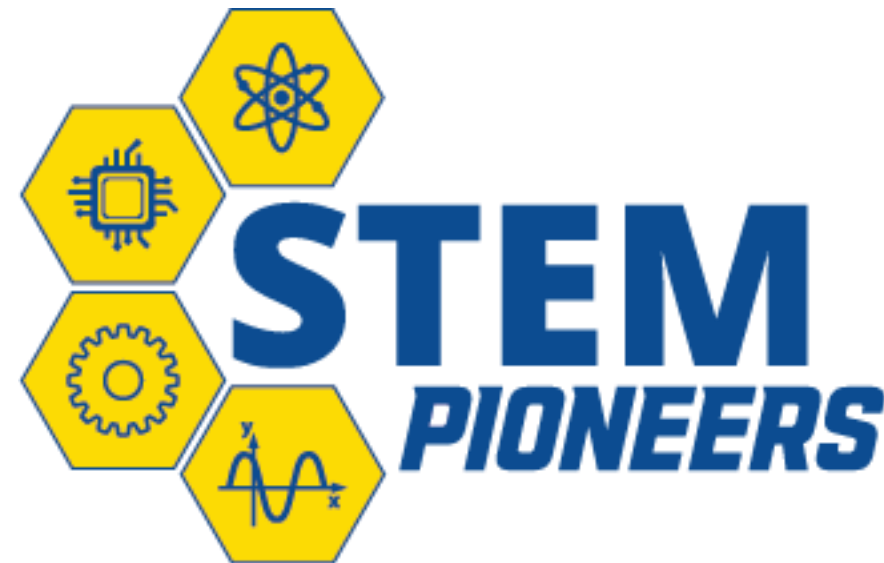
# STEM Pioneer Project Update

Dr. Lynne O'Dell,  
Project Director





- Support for STEM students – AA Pathways
  - STEM Student Success Coaches – assistance with classes – registration, courses needed, and assistance with questions about IRSC
  - Resources - academic, peer tutors & mentors, community resources
  - University of Florida partnership
  - Research opportunities
  - Community Outreach
  - Career and Transfer



# DATA



Objective	Grant Year					
	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024	Year 4 2024-2025	Year 5 2025-2026	
1. Increase by 8% the number of full-time degree-seeking Hispanics and low-income undergraduates enrolling in a STEM program of study.	Goal	—	2%	4%	6%	8%
	Actual	—	124%	181%	189%	212%
	Notes	Baseline Enrollment: 178 students	Goal Met Enrollment increased from 178 students to 398 students.	Goal Met Enrollment increased from 178 students to 500 students.	Goal Met Enrollment increased from 178 students to 515 students.	Goal Met Enrollment increased from 178 students to 555 students.
2. Increase by 10% the number of full-time degree-seeking Hispanic and low-income students retained from fall of their first year, to fall of the following year.	Goal	—	—	3%	5%	10%
	Actual	—	207 / 342 students = 61%	247 / 428 = 58%	275 / 413 = 65%	
	Notes		We've expanded this goal to include ALL first-time degree-seeking Hispanic and low-income students, not just students in their first year, to reflect the whole-student lifecycle support of the STEM Pioneers Program.	Of the 500 students in Fall 2023, 72 graduated prior to Fall 2024. Of the remaining 428, 247 returned for Fall 2024.	Of the 515 students in Fall 2024, 92 graduated prior to Fall 2025. Of the remaining 413, 275 returned for Fall 2024.	
3. At least 12% the number of Hispanic and low-income students will participate in Research activities.	Goal	—	5%	8%	11%	12%
	Actual	—	126 / 398 = 32%	352 / 500 = 70%	359 / 515 = 70%	
	Notes		Goal Met 126 Hispanic and low-income students were involved in undergraduate research	Goal Met 352 Hispanic and low-income students were involved in undergraduate research	Goal Met 359 Hispanic and low-income students were involved in undergraduate research.	
4. Increase by 25% the number of Hispanic and low-income students who transferring to a four-year institution and to pursue STEM studies.	Goal	—	10%	15%	20%	25%
	Actual	—	—	79%		
	Notes	Baseline Transfer: 79%	Students enrolled at IRSC began experiencing the benefits of the STEM Pioneers program in Fall 2022. Second year students would've experienced 1 year of support of the program. The transfer rate for students graduating by Spring 2023 is 67.14%.	The first cohort of STEM Pioneers enrolled in Fall 2022. The transfer rate for students graduating by Spring 2024 is 78.76%.		



# Course Embedded Learning Assistant

College Reading & Learning Association (CRLA)

Level 1 Certification

Level 2 Certification





# Course Embedded Learning Assistant/Course Grades

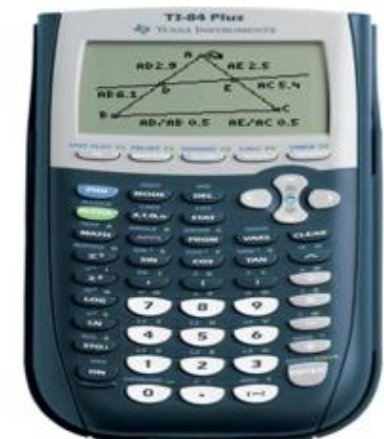
- Fall 2022 to Spring 2026 – over **9,000 students, 321 sections** of mathematics, science, English, and student success
- **Students in sections with a CELA scored approximately 0.34 grade points HIGHER ( $p < 0.001$ ) than their peers in sections without CELAs.**
- The strongest and only significant positive effect was observed in Intermediate Algebra, where CELA-supported students outperformed their peers by, on average, 0.32 grade points ( $p = 0.002$ ). This is particularly noteworthy, as Intermediate Algebra often has the lowest average grade among gateway STEM courses.

## Course Grades

- Students' average STEM course grades tended to be higher in the 'on track' term than the 'off track' term.
- In addition to increased enrollment over time, average student course grades consistently improved in term-over-term comparisons during the STEM Pioneers project.
  - There was an increase in students' average course grades for each subsequent Fall term after Fall 2022. Similarly, students generally performed higher in each subsequent Spring term after Spring 2023.



# Learning Commons Across all Campuses/Resources for students/Lab equipment





# Career Spotlights, Student Panels, K-12 STEM Tours

- Over 2,000 K-12 students visited STEM at Indian River
- 250 Career Spotlights/Lunch & Learns/Trips





# STEM Clubs

## STEM Pioneer, Engineering, Science, Math, Astronomy, and Bee Keeping



S.T.E.M Collaborative Rocket Launch

Friday, April 24 at 4:00PM EDT

Indian River State Safety Complex

Hosted by 5 organizations



# STEM Clubs



## Engineering Club



## Science Club



## STEM Pioneers Club



## Beekeeping Club



## Math N.E.R.D.S. Club



## Astronomy Club





Christopher Simpson (while part of STEM Pioneers, completed all three missions of the NASA Community College Aerospace Scholars program) graduated from IRSC in spring 2024 (AA Engineering), and transferred to the University of Central Florida

- NASA Internship spring 2025 – NASA Ambassador toured the state of Florida, speaking to K-12 students and the community about STEM
- NASA Internship summer 2025 – Kennedy Space Center, working with an Electrical Engineer
- Internship NASA Pathways – summer 2026
- Presented at UCF Research Symposium – received an award and scholarship for his research

[https://irsc.photoshelter.com/galleries/C00000ulwBT\\_P5KY/G00001OZDXC07.dg/VD000jToj4NYggQ4/Chris-Simpson-STEM-pioneer-NASA-Interview-mp4](https://irsc.photoshelter.com/galleries/C00000ulwBT_P5KY/G00001OZDXC07.dg/VD000jToj4NYggQ4/Chris-Simpson-STEM-pioneer-NASA-Interview-mp4)



## "From Fort Pierce to the Final Frontier: How STEM Pioneers is Launching Students into NASA Programs"



<https://www.wqcs.org/rivertalk-at-indian-river-state-college/2025-06-27/from-fort-pierce-to-the-final-frontier-how-stem-pioneers-is-launching-students-into-nasa-programs>



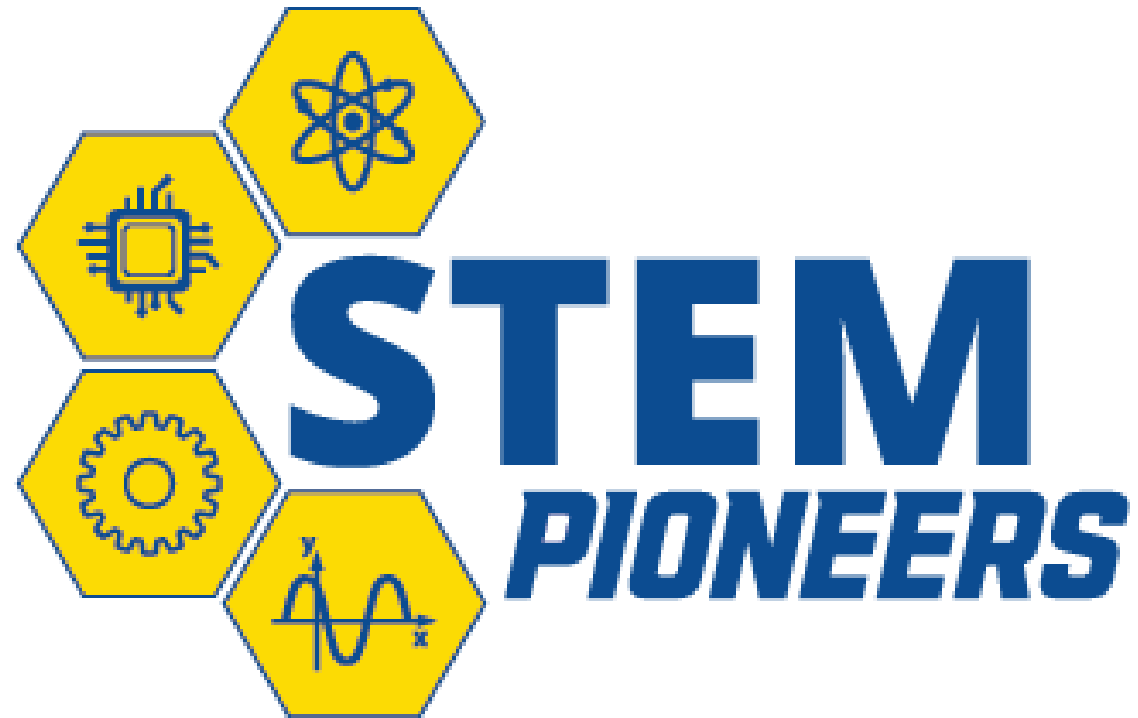
[https://www.facebook.com/reel/1046654264044267/?s=single\\_unit](https://www.facebook.com/reel/1046654264044267/?s=single_unit)



<https://www.youtube.com/watch?v=cQcvVKqAeu4>



# Questions?





**TOPIC:** Academic Affairs & Charter Schools Governance Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

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

---

COMMITTEE RECOMMENDATION: Trustee Milo Thornton

DATE: 5/19/26

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BOARD ACTION:

DATE: 5/19/26

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**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.

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COMMITTEE RECOMMENDATION: Trustee Tony George

DATE: 5/19/26

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BOARD ACTION:

DATE: 5/19/26

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**TOPIC:** Facilities Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

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

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COMMITTEE RECOMMENDATION: Trustee Brant Schirard

DATE: 5/19/26

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BOARD ACTION:

DATE: 5/19/26

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**Indian River  
State College**

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***ACTION***

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**TOPIC:** Governance & Legislative Affairs Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

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

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COMMITTEE RECOMMENDATION: Trustee Melissa Kindell

DATE: 5/19/26

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BOARD ACTION:

DATE: 5/19/26

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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: 5/1/26

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BOARD ACTION:

DATE: 5/19/26

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DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Clinical Experience Agreement between Odyssey Charter School, Inc. and Indian River State College

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

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

**SUMMARY:**

The attached Clinical Experience 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:** May 19, 2026 – May 19, 2029
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Kris Demarais

DATE: 4/14/26

BOARD ACTION:

DATE: 5/19/26

**CLINICAL EXPERIENCE AGREEMENT BETWEEN  
ODYSSEY CHARTER SCHOOL, INC., FLORIDA  
AND INDIAN RIVER STATE COLLEGE**

This Clinical Experience Agreement is made by and between ODYSSEY CHARTER SCHOOL, INC., Florida, a political subdivision of the State of Florida, located at 1755 Eldron Blvd. SE, Palm Bay, FL 32909 (hereinafter the "Board"), and INDIAN RIVER STATE COLLEGE, located at 3209 Virginia Ave, Ft. Pierce, FL 34981 (hereinafter the "College").

**RECITALS**

WHEREAS, the Board is committed to promoting the professional growth of students studying to be teachers and to facilitate the improvement of the quality of teaching;

WHEREAS, the College has a curriculum for student teachers where internship and/or Clinical experience is an integral part of such curriculum.

WHEREAS, the College desires the cooperation of the Board in the development and implementation of an internship/Clinical experience for the benefit of its student teachers;

WHEREAS, the Board desires to participate in the education of student teachers; and

WHEREAS, the Board and the College desire to work together in the development and implementation of certain teaching Clinical experience in the form of a clinical training program for student teachers on the terms and provisions as provided below.

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

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein.
2. **Generally:**
  - a. The education of the College's students shall be the purpose of the clinical training program,
  - b. The College assumes **full** responsibility for the education of its students.
  - c. The College shall be responsible for selecting the learning experiences of its students with the assistance and cooperation of the Board's personnel.
  - d. The College agrees to comply with the established policies of the Board and will require each College employee and student to become acquainted with all pertinent Board rules, regulations, and current policies affecting the Board, its staff, and its students. It will be the responsibility of the Board's administrator, or designated representative, to provide the College and/or College faculty member with the above-mentioned rules, regulations, etc.
  - e. The College acknowledges the confidential nature of information regarding the Board's students and the Board's records. The College will comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"), and all applicable Florida laws relating to the confidentiality of student information.

### **3. College Rights and Responsibilities:**

- a. To maintain standards recommended in the rules and regulations consistent with the appropriate accrediting or program approval agency.
- b. To employ qualified faculty who shall be responsible for making decisions regarding the clinical training program.
- c. To inform each student and faculty member that he/she shall be required to complete the Board's security screening requirements to comply with the Jessica Lundsford Act, at his/her own expense or at the College's expense, including, without limitation, any required screening pursuant to Section 1012.32, Florida Statutes, as applicable.
- d. To ensure that no student or College employee or agent with a record for an arrest, a plea of nolo contendere (no contest), a withhold of adjudication, a conviction, or other criminal record shall be assigned to a field experience under this Agreement, including, without limitation, any assignment to a Board facility or an assignment to work with a student attending the Board's school, without the proper written approval of the Board in each instance.
- e. To ensure each approved student shall provide to the Board, prior to the commencement of the student assignment, such confidential information of the student as may be required by the internship/placement or as may be deemed necessary by the College and/or the Board for the training and guidance of the student.
- f. To inform its students and faculty members that the Board does not generally provide any compensation to internship participants.

### **4. College Staff shall be Responsible for:**

- a. The supervision of College students on a regular basis.
- b. Maintaining individual records of class and Clinical instruction, evaluating student competence.
- c. Establishing and maintaining ongoing communication explaining to Board personnel the roles of students within the specific clinical training program.
- d. Providing the Board with guidelines for activities the student will complete and a list of the objectives the College intends the students to meet during clinical assignments. This shall include, but not be limited to, providing Board staff with appropriate forms to be used in evaluating the performance of an assigned College student.
- e. Ensuring that only those students who have satisfactorily completed the prerequisite didactic portion of the College curriculum that is applicable to student internships participate in this program.

### **5. Board Rights and Responsibilities:**

- a. To work in cooperation with the College to provide field-based clinical experiences to certain approved College students.
- b. To make facilities and activities for planned learning experiences included in the program curriculum available to the College faculty and students.

- c. To assist in the responsibility for the guidance of College students, particularly in any access-restricted area in which close supervision by Board personnel may be required.
- d. To include members of the staff of the College in Board staff meetings when policies to be discussed will affect or are related to College programs.
- e. The Board's facility director has no immediate responsibility except to communicate with the College any problems that occur and to organize a rotation schedule for the training period.
- f. Emergency medical treatment will be provided by local EMS for the College's students as needed. However, the student will be responsible for his/her own medical expenses.
- g. The College hereby acknowledges that during the course of their participation under the clinical experience program covered by this Agreement, the College's students shall not be considered employees, agents, volunteers, or licensees of the Board in any way. Accordingly, the Board shall not provide the students with workers' compensation insurance, medical/dental insurance, retirement benefits, nor any other employment related benefits provided by the Board to its employees. The College shall obtain written confirmation from the students acknowledging their agreement to the foregoing.

Notwithstanding the foregoing, under some circumstances (e.g., a Temporary Military Veteran's Teaching Certificate, Temporary Teacher Internship Certificate, Long-Term Substitute Teacher of Record or Paraprofessional) students could be paid with or without benefits by the Board while completing Clinical Experience. Students will receive a Subject Area Certified Coach or Mentor with Clinical Educator Training provided by the Board for the duration of the clinical experience at the discretion of both the College and the Board.

#### **6. College Policies:**

The College clinical experience program will consist of a minimum of 5 hours to twelve (12) weeks, which will include didactic and clinical practice at the Board's facility (Clinical experience site). The arrangement of clinical schedules shall be approved by the Board and be based upon the needs of these students and clinical instructors for specific learning experiences to meet the objectives to the program.

#### **7. Request for Withdrawal of College Students:**

- a. The participating Board facility has the right to request the College to withdraw any student from its facilities whose conduct or work with its students or personnel is not in the opinion of the administration of the said facility in accordance with acceptable standards of performance.
- b. The College may at any time withdraw its student whose progress, conduct, or work does not meet the standards of the College or continuation in the program. Final action on the student is the responsibility of the College's program director and/or dean of academics.

#### **8. Discontinuance of Agreement:**

Either party may terminate this Agreement at any time, without cause, upon providing the other party written notice not less than thirty (30) days prior to the effective termination date.

## 9. Term and Renewal of Agreement:

This Agreement shall be effective upon execution by both parties and shall have an initial term of three (3) years from such effective date. This Agreement may be renewed upon the express written consent of the parties.

## 10. Contractual Agreement of College Students:

- a. The Board agrees to provide occupational experiences as determined by the College and Board personnel.
- b. The Board agrees to accept the College's students with the understanding that the number of students assigned to each Board facility will not exceed two (2) students at any one time.

**11. Insurance, Waiver, and Release: The College agrees and acknowledges that all of its students participating in this clinical experience program will be covered by professional liability insurance through the College, (certificate attached) and include a waiver of subrogation and release of the Board from any liability. The College agrees to indemnify and hold the Board harmless for the negligence or intentional acts of its students under this Agreement.**

## 12. Additional Provisions:

- a. **Indemnification.** The College shall indemnify, defend, and hold harmless the Board, its directors, officers, and employees from and against any and all costs, demands, penalties, fines, judgements, expenses, damages, and liabilities, including, but not limited to, reasonable attorneys' fees asserted against or sustained by the indemnity in connection with the College's participation under this Agreement.
- b. **Insurance.** The College shall obtain and maintain insurance covering claims for personal injury or property damage under one or more policies of general liability insurance with aggregate amounts of not less than two million dollars (\$2,000,000) per occurrence in respect of bodily injury and four million dollars (\$4,000,000) for property damage or such other amount which the facility may reasonably designate in the event said other amount is consistent with industry practices.
- c. **Entire Agreement.** This Agreement represents the entire agreement among the parties hereto and shall be deemed to supersede any prior discussions or agreements among the parties hereto. This Agreement may not be amended or modified except by written instrument signed by the parties hereto.
- d. **Notice.** All notices required or permitted hereunder shall be given in writing by hand delivery, by registered or certified mail, postage prepaid, return receipt requested, or by receipted overnight delivery to the addresses indicated above. Notice shall be deemed to have been delivered to a party hereunder upon actual receipt or refusal of receipt if hand delivered or upon the date of receipt or refusal of receipt as reflected on the return. Receipts or other records maintained by the United States Postal Services or the applicable overnight delivery company should be kept as proof of such delivery. All notices shall be delivered or mailed to the parties at the addresses listed above or at such other places as either party shall designate in writing.
- e. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.

- f. Full Force and Effect. Except as expressly modified and amended hereby, all terms and provisions of this Agreement shall remain in full force and effect.
- g. Assignment. Neither party may assign this Agreement, nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.
- h. Governing Law and Venue. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall lie in the courts of the Eighteenth Judicial Circuit in Brevard County, Florida.
- i. Waiver. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- j. Non-Exclusive Agreement. The parties understand and agree that this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable services to and from any other person or entity.
- k. Construction of Agreement. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.
- l. No Establishment of Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the Board or the College.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last subscribed below.

Odyssey Charter School, Inc., Florida

Indian River State College, Florida

By:   
 Resident or Authorized Designee

By: \_\_\_\_\_  
 Authorized College Designee

Brian Dawson

Printed Name

\_\_\_\_\_  
 Printed Name

Title

\_\_\_\_\_  
 Title

321-733-0442 ext. 110

Phone

\_\_\_\_\_  
 Phone

4/13/2026

Date

\_\_\_\_\_  
 Date

dawsonb@odysseycharter  
 E-Mail Address school.com

\_\_\_\_\_  
 E-Mail Address

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Clinical Experience Agreement between The School Board of Okeechobee, Florida and Indian River State College

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

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

**SUMMARY:**

The attached Clinical Experience 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:** May 19, 2026 – May 19, 2029
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Kris Demarais

DATE: 4/21/26

BOARD ACTION:

DATE: 5/19/26

**CLINICAL EXPERIENCE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF OKEECHOBEE, FLORIDA  
AND INDIAN RIVER STATE COLLEGE**

This Clinical Experience Agreement is made by and between The School Board of Okeechobee, Florida, a political subdivision of the State of Florida, located at 700 SW 2<sup>nd</sup> Ave Okeechobee, FL 34974 (hereinafter the "Board"), and INDIAN RIVER STATE COLLEGE, located at 3209 Virginia Ave, Ft. Pierce, FL 34981 (hereinafter the "College").

RECITALS

WHEREAS, the Board is committed to promoting the professional growth of students studying to be teachers and to facilitate the improvement of the quality of teaching;

WHEREAS, the College has a curriculum for student teachers where internship and/or Clinical experience is an integral part of such curriculum.

WHEREAS, the College desires the cooperation of the Board in the development and implementation of an internship/Clinical experience for the benefit of its student teachers;

WHEREAS, the Board desires to participate in the education of student teachers; and

WHEREAS, the Board and the College desire to work together in the development and implementation of certain teaching Clinical experience in the form of a clinical training program for student teachers on the terms and provisions as provided below.

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

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein.
2. **Generally:**
  - a. The education of the College's students shall be the purpose of the clinical training program,
  - b. The College assumes **full responsibility** for the education of its students.
  - c. The College shall be responsible for selecting the learning experiences of its students with the assistance and cooperation of the Board's personnel.
  - d. The College agrees to comply with the established policies of the Board and will require each College employee and student to become acquainted with all pertinent Board rules, regulations, and current policies affecting the Board, its staff, and its students. It will be the responsibility of the Board's administrator, or designated representative, to provide the College and/or College faculty member with the above-mentioned rules, regulations, etc.
  - e. The College acknowledges the confidential nature of information regarding the Board's students and the Board's records.

### **3. College Rights and Responsibilities:**

- a. To maintain standards recommended in the rules and regulations consistent with the appropriate accrediting or program approval agency.
- b. To employ qualified faculty who shall be responsible for making decisions regarding the clinical training program.
- c. To inform each student and faculty member that he/she shall be required to complete the Board's security screening requirements, at his/her own expense or at the College's expense, including, without limitation, any required screening pursuant to Section 1012.32, Florida Statutes, as applicable.
- d. To ensure that no student or College employee or agent with a record for an arrest, a plea of nolo contendere (no contest), a withhold of adjudication, a conviction, or other criminal record shall be assigned to a field experience under this Agreement, including, without limitation, any assignment to a Board facility or an assignment to work with a student attending the Board's school, without the proper written approval of the Board in each instance.
- e. To ensure each approved student shall provide to the Board, prior to the commencement of the student assignment, such confidential information of the student as may be required by the internship/placement or as may be deemed necessary by the College and/or the Board for the training and guidance of the student.
- f. To inform its students and faculty members that the Board does not generally provide any compensation to internship participants.

### **4. College Staff shall be Responsible for:**

- a. The supervision of College students on a regular basis.
- b. Maintaining individual records of class and Clinical instruction, evaluating student competence.
- c. Establishing and maintaining ongoing communication explaining to Board personnel the roles of students within the specific clinical training program.
- d. Providing the Board with guidelines for activities the student will complete and a list of the objectives the College intends the students to meet during clinical assignments. This shall include, but not be limited to, providing Board staff with appropriate forms to be used in evaluating the performance of an assigned College student.
- e. Ensuring that only those students who have satisfactorily completed the prerequisite didactic portion of the College curriculum that is applicable to student internships participate in this program.

### **5. Board Rights and Responsibilities:**

- a. To work in cooperation with the College to provide field-based clinical experiences to certain approved College students.
- b. To make facilities and activities for planned learning experiences included in the program curriculum available to the College faculty and students.

- c. To assist in the responsibility for the guidance of College students, particularly in any access-restricted area in which close supervision by Board personnel may be required.
- d. To include members of the staff of the College in Board staff meetings when policies to be discussed will affect or are related to College programs.
- e. The Board's facility director has no immediate responsibility except to communicate with the College any problems that occur and to organize a rotation schedule for the training period.
- f. Emergency medical treatment will be provided by local EMS for the College's students as needed. However, the student will be responsible for his/her own medical expenses.
- g. The College hereby acknowledges that during the course of their participation under the clinical experience program covered by this Agreement, the College's students shall not be considered employees, agents, volunteers, or licensees of the Board in any way. Accordingly, the Board shall not provide the students with workers' compensation insurance, medical/dental insurance, retirement benefits, nor any other employment related benefits provided by the Board to its employees. The College shall obtain written confirmation from the students acknowledging their agreement to the foregoing.

Notwithstanding the foregoing, under some circumstances (e.g., a Temporary Military Veteran's Teaching Certificate, Temporary Teacher Internship Certificate, Long-Term Substitute Teacher of Record or Paraprofessional) students could be paid with or without benefits by the Board while completing Clinical Experience. Students will receive a Subject Area Certified Coach or Mentor with Clinical Educator Training provided by the Board for the duration of the clinical experience at the discretion of both the College and the Board.

#### **6. College Policies:**

The College clinical experience program will consist of a minimum total of twelve (12) weeks, which will include didactic and clinical practice at the Board's facility (Clinical experience site). The arrangement of clinical schedules shall be approved by the Board and be based upon the needs of these students and clinical instructors for specific learning experiences to meet the objectives to the program.

#### **7. Request for Withdrawal of College Students:**

- a. The participating Board facility has the right to request the College to withdraw any student from its facilities whose conduct or work with its students or personnel is not in the opinion of the administration of the said facility in accordance with acceptable standards of performance.
- b. The College may at any time withdraw its student whose progress, conduct, or work does not meet the standards of the College or continuation in the program. Final action on the student is the responsibility of the College's program director and/or dean of academics.

#### **8. Discontinuance of Agreement:**

Either party may terminate this Agreement at any time, without cause, upon providing the other party written notice not less than thirty (30) days prior to the effective termination date.

**9. Term and Renewal of Agreement:**

This Agreement shall be effective upon execution by both parties and shall have an initial term of three (3) years from such effective date. This Agreement may be renewed upon the express written consent of the parties.

**10. Contractual Agreement of College Students:**

- a. The Board agrees to provide occupational experiences as determined by the College and Board personnel.
- b. The Board agrees to accept the College's students with the understanding that the number of students assigned to each Board facility will not exceed two (2) students at any one time.

**11. Insurance, Waiver, and Release:** The College agrees and acknowledges that all of its students participating in this clinical experience program will be covered by professional liability insurance through the College, (certificate attached) and include a waiver of subrogation and release of the Board from any liability. The College agrees to indemnify and hold the Board harmless for the negligence or intentional acts of its students under this Agreement.


**12. Additional Provisions:**

- a. Indemnification. The College shall indemnify, defend, and hold harmless the Board, its directors, officers, and employees from and against any and all costs, demands, penalties, fines, judgements, expenses, damages, and liabilities, including, but not limited to, reasonable attorneys' fees asserted against or sustained by the indemnity in connection with the College's participation under this Agreement.
- b. Insurance. The College shall obtain and maintain insurance covering claims for personal injury or property damage under one or more policies of general liability insurance with aggregate amounts of not less than two million dollars (\$2,000,000) per occurrence in respect of bodily injury and four million dollars (\$4,000,000) for property damage or such other amount which the facility may reasonably designate in the event said other amount is consistent with industry practices.
- c. Entire Agreement. This Agreement represents the entire agreement among the parties hereto and shall be deemed to supersede any prior discussions or agreements among the parties hereto. This Agreement may not be amended or modified except by written instrument signed by the parties hereto.
- d. Notice. All notices required or permitted hereunder shall be given in writing by hand delivery, by registered or certified mail, postage prepaid, return receipt requested, or by receipted overnight delivery to the addresses indicated above. Notice shall be deemed to have been delivered to a party hereunder upon actual receipt or refusal of receipt if hand delivered or upon the date of receipt or refusal of receipt as reflected on the return. Receipts or other records maintained by the United States Postal Services or the applicable overnight delivery company should be kept as proof of such delivery. All notices shall be delivered or mailed to the parties at the addresses listed above or at such other places as either party shall designate in writing.

- e. Severability. The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and the Agreement will be construed in all respects as if such valid or unenforceable provisions were omitted.
- f. Full Force and Effect. Except as expressly modified and amended hereby, all terms and provisions of this Agreement shall remain in full force and effect.
- g. Assignment. Neither party may assign this Agreement, nor the duties and responsibilities contained herein without the prior written consent of the non-assigning party.
- h. Governing Law and Venue. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall lie in the courts of the Nineteenth Judicial Circuit in St. Lucie County, Florida.
- i. Waiver. A waiver by either party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- j. Non-Exclusive Agreement. The parties understand and agree that this Agreement is a non-exclusive agreement and the parties hereto may participate in other comparable services to and from any other person or entity.
- k. Construction of Agreement. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.
- l. No Establishment of Third Party Rights. This Agreement is not intended to create any rights or interests for any other person or entity other than the Board or the College.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last subscribed below.

The School Board of Okeechobee, Florida

By:   
 Superintendent or Authorized Designee

Dylan Tedders

Printed Name

Superintendent

Title

863-462-5000

Phone

4/14/2026

Date

dylan.tedders@okeeschools.org

E-Mail Address

Indian River State College, Florida

By: \_\_\_\_\_  
 Authorized College Designee

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 E-Mail Address

## Indian River State College Affiliation Agreement Renewal Addendum

This Student Teacher Agreement Addendum ("Addendum") to the agreement ("Agreement") between Okeechobee County School Board ("District"), and Indian River State College ("Institution"), is entered into and shall be effective as of the later of the two signature dates below ("Addendum Effective Date"). For the purposes of this addendum, a "Teacher Candidate" shall refer to an Institution student enrolled in a program leading to an educational credential.

### E-Verify Clause

Institution affirmatively states that it is registered with and uses the E-Verify system, as defined in F.S. 448.095, to verify the work authorization status of all newly hired employees.

### Duties Regarding Public Records

#### (A) Compliance with Florida Laws

Institution must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If Institution asserts any exemptions to Florida's public records laws, Institution has the burden of establishing and defending the exemption.


#### (B) Recordkeeping and Public Access

Under Florida Statutes 119.0701(3)(a), a request to inspect or copy public records relating to a School District contract for services must be made directly to the School District. In addition, Institution must: (1) keep and maintain public records required by the School District in order to perform the service; (2) upon request from the School District's custodian of public records, provide the School District 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 by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Institution does not transfer the records to the School District; and (4) transfer, at no cost, to the School District, all public records in possession of the Institution or keep and maintain public records required by the School district to perform the service. If the Institution transfers all public records to the School District upon completion of the Contract, the Institution shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Institution keeps and maintains public records upon completion of the Contract, the Institution shall meet all applicable requirements of retaining the public records. All records stored electronically must be provided to the School District upon request from the School District's custodian of public records, in a format that is comparable with the information technology systems of the School District. At the conclusion of the Contract with the School District, Institution shall provide to the School District all electronic records associated with this Contract on electronic media (CD-ROM or USB flash drive).

#### (C) Questions Regarding Chapter 119, Florida Statutes.

**IF THE INSTITUTION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 863-462-5000 x 1026, EMAIL ADDRESS [dylan.tedders@okeeschools.org](mailto:dylan.tedders@okeeschools.org) AND MAILING ADDRESS: 700 S.W. Second Avenue, Okeechobee, FL 34974.**

This Addendum is entered into as of the Addendum Effective Date.

District By: 	Institution By: _____
Name: <u>Dylan Tedders</u>	Name: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>4/14/2020</u>	Date: _____

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Individual Training Account Agreement between CareerSource Heartland and Indian River State College

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

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

**SUMMARY:**

Renewal to CareerSource Heartland Training Provider Continuing Eligibility. This allows students through CareerSource to receive funding for selected credentials at Indian River State College. This form is renewed annually.

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

**FOR CONTRACTS:**

1. **TERM:** Until terminated by FLVC
2. **FISCAL IMPACT:** \$0
3. **TERMINATION TERMS:** N/A

**PRESIDENT'S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26

**Individual Training Account Agreement**

Between CareerSource \_\_\_\_\_

and

\_\_\_\_\_

**Eligible Training Provider Information**

Eligible Training Provider Name:		FEIN:
Eligible Training Provider Type:		
Contact Person/Title:		
Address:	Phone Number:	
	Email Address:	

**This Individual Training Account (“ITA”) Agreement (the “Agreement”)** is made and entered into between CareerSource \_\_\_\_\_ whose legal name is

(hereinafter referred to as “\_\_\_\_\_”) and \_\_\_\_\_, (hereinafter referred to as “Eligible Training Provider”), for the purpose of providing training pursuant to individual training accounts (“ITA”) in accordance with the Workforce Innovation and Opportunity Act (“WIOA”). \_\_\_\_\_ and Eligible Training Provider may hereinafter be referred to collectively as the “Parties” and each individually as a “Party.” Consideration for this Agreement shall be the mutual covenants and promises contained herein. Both Parties agree to the terms and conditions set forth within this Agreement. The term of this Agreement commences on \_\_\_\_\_ and terminates on \_\_\_\_\_.

**RECITALS**

WHEREAS, \_\_\_\_\_ has submitted an Eligible Training Provider application and has been approved for inclusion on the state and/or local Eligible Training Provider List (ETPL);

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

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

WHEREAS, this Agreement sets forth the mutual agreement of \_\_\_\_\_ and the Eligible Training Provider as to the training program(s) to be provided to those eligible individuals referred by \_\_\_\_\_ staff and accepted by the Eligible Training Provider and the operating procedures governing payment for the training program(s);

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

### **Section 1. Background**

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

### **Section 2. Application Requirements and Training**

#### **A. Eligible Training Provider Application**

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

#### **B. Program Description**

1. The Program Description includes the content and objectives of the training program. The Eligible Training Provider shall provide the courses as specified in the approved Program Description.

2. The Eligible Training Provider shall notify \_\_\_\_\_ of any changes in the approved Program Description prior to the enrollment of any individual referred by \_\_\_\_\_ staff.

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

### **Section 3. Participant Eligibility**

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

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

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

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

### **Section 4. Fiscal Requirements and Payment Procedures**

#### **A. Financial Aid/Funding Coordination**

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

#### **B. Referrals and Refunds**

1. The Eligible Training Provider understands that this Agreement does not guarantee any referrals or refunds whatsoever for the approved training programs offered by the Eligible Training Provider and covered by this Agreement. All decisions regarding the issuance of training payments will be made on a case-by-case basis by \_\_\_\_\_, and/or its designees, taking into consideration the information available, including, but not limited to, the assessed needs of the participant, geographical location of the training and the residence of the participant, including any additional costs of the training to the participant. Participants requesting specific training from a pre-selected school will be given a list of approved training providers that provide the same type of training to allow the participant to research each school before making a final decision. The decision to issue an ITA to a participant for the Eligible Training Provider is at the sole discretion of \_\_\_\_\_ and/or its designees.
2. The Eligible Training Provider shall, in conformity with the general refund policies of Eligible Training Provider, refund to \_\_\_\_\_ such training-related costs (tuition, fees, books, etc.), which are paid by \_\_\_\_\_ for participants who enroll in and begin training but drop out of courses. Under no circumstances shall Eligible Training Provider issue refund payment(s) directly to a participant.

C. Payment Procedures

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

D. Billing/Invoicing

1. The Eligible Training Provider may not invoice \_\_\_\_\_ for approved participants until the Eligible Training Provider's drop/add period for course enrollment has concluded.
2. The Eligible Training Provider shall regularly submit invoices to \_\_\_\_\_ for amounts agreed upon by the Parties which include the information required by this Agreement. The Eligible Training

Provider shall notify \_\_\_\_\_ if payment is not received by the date agreed upon.

- a. Participants must be enrolled in and receiving approved training before the invoices are considered valid.
- b. Invoices must include the participant's name, identifier \_\_\_\_\_, and training program and be supported by any additional receipts or payment requests.
- c. The Eligible Training Provider shall charge \_\_\_\_\_ for tuition, books, fees, etc., in accordance with the approved ITA issued to the participant.
- d. The Eligible Training Provider shall directly bill the participant for any costs voluntarily incurred by the participant that are not covered by the ITA.
- e. \_\_\_\_\_ accepts no liability for unauthorized costs.
- f. Each invoice must be accompanied by the approved ITA issued to the participant by \_\_\_\_\_.

**E. Training Dollar Maximums**

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

**Section 5. Audits**

- A. Eligible Training Provider shall make available all documents, papers, letters, or other materials prepared or received by the Eligible Training Provider that are directly pertinent to charges to this program, including any relevant financial records, supporting documentation, statistical records, interviews and discussions, and all other pertinent records of the Eligible Training Provider involving transactions related to this Agreement, at any time during normal business hours and as often as \_\_\_\_\_, the Florida Department of Commerce or its contracted agencies, the U.S. Department of Labor, Comptroller General of the U.S., or their designated representatives may deem necessary.
- B. Eligible Training Provider will make available upon request of \_\_\_\_\_, progress reports indicating both the progress and attendance of a participant.
- C. Eligible Training Provider agrees to provide timely and reasonable access to its personnel for interviews and discussions related to documents and review.

- D. If applicable, Eligible Training Provider shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC §§ 7501-7507); revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; the Florida Single Audit Act, Section 215.97, Florida Statutes; and any other specific requirements imposed by \_\_\_\_\_.

## Section 6. Performance

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

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

## Section 7. Agreement Termination

- A. \_\_\_\_\_ or Eligible Training Provider may terminate this Agreement for convenience when it is in the best interest of \_\_\_\_\_ or the Eligible Training Provider. In the event of such termination, there shall be no interruption in services for participants already enrolled in training.
- B. \_\_\_\_\_ may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. Eligible Training Provider has thirty (30) days after the effective date to submit invoices for payment. Eligible Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
- C. If Eligible Training Provider elects to remove themselves and their training programs from the approved Eligible Training Provider List, Eligible Training Provider is required to continue to deliver training until program completion for any participants financially supported by \_\_\_\_\_ under the same provisions that are included in this Agreement.
- D. The Eligible Training Provider shall notify the appropriate \_\_\_\_\_ staff no later than ten business days following a participant's termination/drop from the training program.
- E. Failure to respond to requests for previous or current participant information will result in termination of this Agreement.
- F. Failure to Perform
1. If the Eligible Training Provider fails to perform, in whole or in part, as determined by the \_\_\_\_\_, \_\_\_\_\_ will notify the Eligible Training Provider in writing of such unsatisfactory performance. If the unsatisfactory performance continues, \_\_\_\_\_ will notify the Eligible Training Provider in writing of all ongoing deficiencies. The Eligible Training Provider will have ten (10) business days from receipt of notice in which to

respond with a plan agreeable to \_\_\_\_\_ and to correct said deficiencies.

- 2. Upon failure of the Eligible Training Provider to respond within the appointed time or failure of the Eligible Training Provider to respond with appropriate plans, \_\_\_\_\_ will cease enrollments into the Eligible Training Provider's programs until the Eligible Training Provider responds with a appropriate plans to correct its deficiencies. Should the Eligible Training Provider be unable or unwilling to correct its performance, \_\_\_\_\_ will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

G. Breach of Contract

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

**Section 8. Modifications**

This Agreement constitutes the complete and exclusive agreement between the Parties relating to the subject matter hereof. It supersedes all prior proposals, understandings, and all other agreements, oral and written, between the Parties relating to this subject matter. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an executive officer of \_\_\_\_\_ and an executive officer of Eligible Training Provider.

The Parties agree to renegotiate this Agreement if revisions of any applicable state or federal laws, regulations, or decreases in allocations make changes to this Agreement necessary.

**Section 9. Applicable Law and Jurisdiction**

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

A. Confidentiality

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ENTER TELEPHONE, E-MAIL, MAILING ADDRESS BELOW \_\_\_\_\_**

**Section 10: Compliance with Applicable Laws and Regulations**

No \_\_\_\_\_ WIOA participants, regardless of program participants. \_\_\_\_\_

WIOA participants shall be afforded all the rights, privileges, and benefits available to the general population of the Eligible Training Provider. The Eligible Training Provider agrees that each individual referred by \_\_\_\_\_ staff for training will be evaluated for all financial aid eligibility normally available to other individuals.

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

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

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States based on race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
- 29 C.F.R. Part 38, which implements the nondiscrimination and equal opportunity provisions contained in section 188 of WIOA.
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age.
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- The American with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et. Seq.).

To comply with the Stevens Amendment, the Eligible Training Provider agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, the Eligible Training Provider shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

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

**Section 11. Notices and Communications**

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

**For Eligible Training Provider**

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

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**For** \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Section 12. Signatures**

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

\_\_\_\_\_  
Eligible Training Provider Representative Signature

\_\_\_\_\_  
Print Eligible Training Provider Representative's Name and Title

ITA Agreement #: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Print

Representative Name and Title

\_\_\_\_\_  
Date



## Training Provider Agreement

Please see our Quick Reference Guide for determination of "Initial" and "Continued" Training Provider, and check the appropriate box below:

<input type="checkbox"/>	Initial Training Provider Agreement	Date: _____
<input type="checkbox"/>	Continued Training Provider Agreement	Date: _____

THIS AGREEMENT is entered into between CareerSource Heartland, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, Provider Name: \_\_\_\_\_

Address: \_\_\_\_\_, hereinafter referred to as "Training Provider" Whereas, CareerSource Heartland (CSH) has available funding for certain training of eligible individuals under Title I of the Workforce Innovation and Opportunity Act (WIOA), Florida's Welfare Transition (WT) legislation, and the Trade Adjustment Assistance (TAA) Program; and

Whereas, in response to the training needs of unskilled and/or dislocated workers in DeSoto, Hardee, Highlands, and Okeechobee counties, CSH may request from time to time that Training Provider provide certain prescribed training to eligible individuals referred by the staff of CSH, and.

Whereas, the Training Provider agrees to provide said training as aforesaid, subject to the terms and conditions set forth hereinafter; and

Whereas this Agreement summarizes the agreement of CSH and Training Provider as to the training program(s) to be provided to those eligible individuals referred by CSH staff and accepted by Training Provider and the operating procedures governing payment for that training program, and

Whereas, that CSH is the designated referral Provider for WIOA, WT, and/or TAA programs and acts as the referral Provider for WIOA, WT, and/or TAA participants.

NOW, THEREFORE, the following General Provisions are HEREBY AGREED TO BY THE PARTIES:

### A. STATEMENT OF WORK

1. Eligible individuals referred by CSH to Training Provider shall be enrolled in the approved training course(s) specified on the CSH Individual Training Account (ITA) Voucher. The tuition charged shall be the published tuition/fee less applicable discounts for these courses. CSH will not pay any other fees that are not specified in this Agreement or on the ITA Voucher.
2. For individuals requiring a renewal of the CSH ITA Voucher, such a voucher shall not be issued until receipt of transcript or an acceptable form of progress report. CSH customers shall be eligible for program completion in accordance with the same standards as the general student population of Training Provider.
3. Training Provider shall provide the training program(s) as specified in the Training Application, and as approved by CSH. The Training Provider shall notify CSH of any changes in the approved training programs prior to the enrollment of any individual referred by CSH staff.
4. It is understood and agreed that WIOA, WT, and/or TAA participants will receive a comprehensive objective assessment and Individual Service Strategy (ISS/Career Plan) by CSH staff to determine the most appropriate training for each individual. Only those participants determined to be in need of training through this objective assessment will be referred to the Training Provider by CSH staff. The Training Provider is not authorized to enroll the participants into additional training courses or programs without prior written consent of CSH.
5. Training Provider agrees that each individual referred for training will be evaluated for all financial aid eligibility normally available to Training Provider students. Students eligible for WIOA, WT, and/or TAA assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIOA, WT, and/or TAA participants. WIOA, WT, and/or TAA participants shall be afforded all the rights, privileges,

and benefits available to the general student population of the Training Provider. WIOA, WT, and/or TAA clients will not be charged out-of-state tuition rates.

6. Training Provider agrees to coordinate with CSH staff on matters related to financial assistance programs under Title IV of the Higher Education & Opportunity Act (HEOA). Training Provider agrees that where student financial aid programs for post-secondary education are available, Training Provider shall ensure that the WIOA, WT, and/or TAA funds provided by CSH do not duplicate funds otherwise available in the area. HEOA includes but is not limited to programs such as Pell Grant; Supplemental Education Opportunity Grant; Work study; Perkins Loan; Federal Family Education Loan Program – including Stafford, PLUS, Federal Supplemental Loans for Students; and the Direct Loan Program.
7. Training Provider agrees to notify the CSH Chief Programs Officer, in writing, of any financial aid provided to WIOA, WT, and/or TAA students. It is the responsibility of the Training Provider to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. CSH has established a policy of requiring the client to utilize HEOA Grants first. However, CSH works with participants to maximize benefits available for the ultimate goal of successful completion of training. This individualized planning process may mean that the first source of funding may vary between Pell Grants or CSH, based on student need. CSH will create an ITA Voucher, which will specify the expenses to be paid by WIOA, WT, and/or TAA funds. The Training Provider shall adhere to the plan of action established as to the disposition of the Pell Grant for individual participants.
8. Training Provider will seek and coordinate other funding sources for the WIOA, WT, and/or TAA student. The types and amounts of these other funding sources will be made available to the student's career manager and CSH through the ITA Voucher billing process.
9. Training Provider acknowledges and understands that remuneration to attract WIOA, WT, and/or TAA students is prohibited.
10. Training Provider agrees to maintain proper institutional accreditation and/or Florida licensure.
11. Training Provider shall provide to CSH, monthly progress reports/data on students enrolled in approved training, as well as final performance reporting (i.e., accreditation received, etc.)

#### B. FETPIP AND PERFORMANCE REPORTING

Effective July 1, 1999, training Providers must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintaining subsequent eligibility, the Training Provider is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

In addition to FETPIP reporting requirements, the Training Provider may be asked to report additional data and outcomes.

At a minimum, the Training Provider must report the following information for each program:

- Total number of persons enrolled in the program
- Total number of CSH participants enrolled in the program
- Total number of persons completing the program
- Total number of CSH participants completing the program
- Total number of persons awarded a recognized industry or post-secondary credential
- Total number of CSH participants awarded a recognized industry or post-secondary credential
- Total number of persons employed after completing the program
- Total number of CSH participants employed after completing the program
- Average wage rates of persons employed after completing the program

- Average wage rates of CSH participants employed after completing the program
- Information on the program costs of each program for participants completing the program (these costs should include all costs related to the program, including tuition, books, lab fees, supplies, application fees, exam fees, test fees, etc. )
- Information on the industry-recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.

#### C. Performance payments to Training Service Providers

##### Background

Locally developed ITA Agreements between CSH and eligible training service providers will include provisions for a performance based payment in compensation for costs which are over and above those normally covered by tuition. Such costs are those associated with the processing of ITAs, the tracking and reporting of outcomes to FETPIP – for those students being funded by WIOA only. Performance payments will be a fixed amount associated with each individual voucher.

##### Procedures

CSH agrees to an incentive payment of \$50.00 for six (6) months retention in a training related occupation. In order to be eligible for this incentive payment, the training provider that holds the ITA must:

- At least 30 days prior to graduation and/or completion, refer the participant for registration to the state-approved job match system provided through the WIOA-contracted provider at any CSH center.
- Provide general Labor Market Information to assist the student in finding employment, and enter that service into the job matching system.
- Coordinate with the WIOA-contracted provider and the respective CSH Career Manager at the time of graduation completion, to ensure initial placement.
- Report to the WIOA-contracted provider, through the use of the “monthly attendance progress report”, initial placement information which must include, as a minimum, the following:
  - Employer name, address, phone number
  - Job title
  - CIP code
  - Job start date
  - Hourly wage
- A subsequent report must be submitted to the WIOA-contracted provider verifying six months’ retention, utilizing the “comments” section of the “monthly attendance/progress report” to document this requirement (a copy of the initial placement report is preferred). Minimum information should include the date verified, the name and position of the person providing the verification, and the hourly rate of pay. If the participant has changed employers, a sequence of events must be documented which substantiates six months employment in a training related occupation. This may require the submission of multiple “monthly attendance progress reports” (one for each of the participant’s employers).

Performance payments not earned by the training provider may not be charged back to the WIOA participant and may not create any manner of additional charge or debt to the participant.

#### D. AGREEMENT PERIOD

Unless otherwise notified:

1. For Initial or First-Year Training Providers, the term of this Agreement will be for one year, July 1 through June 30, beginning on the first July following the date of the Agreement.
2. For Continued Training Providers, the term of this Agreement will be for two years, July 1 through June 30, beginning on the first July following the date of the Agreement.

By March 15<sup>th</sup> of the Agreement expiration year, Providers must re-apply by submitting to CSH a completed Continued Eligibility Application. To ensure continued eligibility, Training Providers and programs must meet minimum levels of performance. Renewal of Agreements will be determined according to reported performance along with updated cost and program information.

This agreement may be canceled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for WIOA, WT and/or TAA participants already enrolled in training.

#### E. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Provider by CSH staff as evidenced by a valid CSH ITA Voucher. Tuition or other payments will be made to Training Provider only for those individuals enrolled in and receiving training.
2. Training Provider shall forward to CareerSource Heartland Administrative Offices, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870, a completed original ITA Voucher and written invoice for this tuition/fee at the time a student referred begins training and becomes eligible for invoicing. This invoice is payable to Training Provider upon receipt in accordance with payment procedures listed below.
3. Training Provider shall, in conformity with the general refund policies of Training Provider, refund CSH such tuition/fees, which are paid for individuals who enroll in and begin training, but drop out of courses.
4. CSH shall make all payments for authorized enrollments prior to the termination of this initial Agreement.
5. Any changes in the Training Provider's tuition and fees must be submitted in writing with justification to CSH Administrative Office for approval. Changes must be reviewed and accepted by CSH prior to implementation.
6. With the executed copy of this Agreement, the Training Provider will supply CSH with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to all CSH sponsored students the same as they would apply to any student. The Training Provider agrees not to accept a voucher that was transferred to any other student.
7. The Training Provider acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.

##### Payment Procedure

- a. Training Provider is providing a standard curriculum for tuition and fees. The catalog rates applicable at the time of enrollment less any applicable discounts will be the basis for reimbursement. The payment for training services under this Agreement shall be based on the Training Provider's response on the Training Provider's Application. The Training Provider will receive funds based on the information contained on the ITA Voucher and from the coordination of other funding sources available to the student. The Training Provider will not charge additional fees, i.e., out-of-state tuition rates, in addition to standard curriculum for tuition and fees.
- b. To receive reimbursement, the Training Provider must submit to the CSH Administrative Office, a completed original CSH ITA Voucher and invoice, supported by backup documentation for the costs billed and a cumulative summary of HEOA grants awarded for each customer. The payment request should be addressed to: CareerSource Heartland, ATTN: Accounts Payable, 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870.
- c. ITA Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.
- d. ITA Vouchers and invoices not accepted for payment will be returned to the Training Provider with an explanation.

#### F. RECORDS

Upon request, Training Provider shall provide to CSH\*, progress reports indicating both the progress and attendance of the participant, signed by both the student and the instructor or qualified school representative. (\*see document titled "Contact Information")

Training Provider shall notify the appropriate CSH representative\* within 5-10 days of participant's completion or termination/drop from training program. In such an instance, information concerning participant's

employment, if known, must also be indicated on the progress report. (\*see document titled "Contact Information")

**G. ACCESS TO RECORD & MONITORING**

Training Provider shall make available to CSH, the State of Florida, United States Department of Labor, Comptroller General of the United States, and CareerSource Florida or their designated representatives, any books, documents, papers, letters, records (including computer records) of Training Provider as they may deem necessary which are directly pertinent to charges to the program in order to conduct audits and examinations and make excerpts, transcripts and photocopies. This right includes timely and reasonable access to Training Provider personnel for the purpose of interviews and discussions related to such documents.

**H. AUDITS**

If applicable, Training Provider shall provide for an independent certified audit conducted with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB), Uniform Guidance, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments, and any other specific requirements imposed by CSH.

**I. ASSIGNMENTS AND SUBCONTRACTS**

Training Provider shall not sub-contract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by CSH, unless otherwise authorized by this Agreement. A written subcontract must be presented to CSH for consideration. In no case shall such consent relieve Training Provider from the obligation under, or change the terms of, this Agreement unless otherwise provided for.

**J. TERMINATION FOR CONVENIENCE/DEFAULT**

1. CSH or Training Provider may terminate this Agreement for convenience when it is in the best interest of CSH or the Training Provider. CSH may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued, and the Training Provider has thirty (30) days after the effective date to bill for payment. The Training Provider shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.
2. CSH or Training Provider may terminate this contract when it has determined that either party has failed to provide any of the services specified herein or has violated any stipulations of this Agreement. If the Training Provider fails to perform, in whole or in part, or to make sufficient progress, so as to endanger performance, CSH will notify the Training Provider of such unsatisfactory performance in writing. The Training Provider has ten (10) working days from receipt of notice in which to respond with a plan agreeable to CSH to correct said deficiencies. Upon failure of the Training Provider to respond within the appointed time or failure of the Training Provider to respond with appropriate plans, CSH will serve a termination notice, which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, CSH shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSH within thirty (30) days of termination date.

The Training Provider shall give CSH written notice of any perceived breach, and it shall give CSH ten (10) working days to cure any perceived breach under this Agreement.

**K. AMENDMENTS/NOTIFICATIONS**

1. CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of Training Provider. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by the Training Provider of a written notice of change signed by the CSH President/CEO.

2. This Agreement constitutes the entire agreement between the parties hereto and cannot be changed except in writing signed by each of the parties to this Agreement.
3. All notices under this Agreement shall be given in writing to the parties at the following address:

Provider: Name/Title: \_\_\_\_\_

Provider Address: \_\_\_\_\_

CareerSource Heartland: Donna Doubleday, President/CEO

5901 US Hwy 27S, Ste. 1, Sebring, FL 33870

If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the name of the person or address to which future notices are sent as provided by this paragraph.

**L. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Provider:

\_\_\_\_\_

CAREER SOURCE HEARTLAND \_\_\_\_\_

\_\_\_\_\_  
Name/Title:

\_\_\_\_\_

\_\_\_\_\_  
Donna Doubleday, President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NOTE: Outcomes/guidelines subject to change pending State of Florida guidelines regarding training providers as identified in the Workforce Innovation and Opportunity Act (WIOA)

Training Provider Name: \_\_\_\_\_

## Training Provider Agreement Addendum

### A. Statement of Work

#### FETPIP and Performance Reporting

Effective July 1, 1999, training Providers must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this agreement. The Training Provider shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintaining subsequent eligibility, the Training Provider is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner (the FETPIP phone number is 850-245-0429).

In addition to FETPIP reporting requirements, the Training Provider may be asked to report additional data and outcomes, such as:

- Total number of persons enrolled in the program.
- Total number of CSH participants enrolled in the program.
- Total number of persons completing the program.
- Total number of CSH participants completing the program.
- Total number of persons awarded a recognized industry or post-secondary credential.
- Total number of CSH participants awarded a recognized industry or post-secondary credential.
- Total number of persons employed after completing the program.
- Total number of CSH participants employed after completing the program.
- Average wage rates of persons employed after completing the program.
- Average wage rates of CSH participants employed after completing the program.
- Information on the program costs of each program for participants completing the program (these costs should include all costs related to the program, including tuition, books, lab fees, supplies, application fees, exam fees, test fees, etc.).
- Information on the industry-recognized credential, including post-secondary credential, received upon completion, and whether or not the credential is stackable with other credentials as a career ladder/pathway sequence.

Provider agrees to not charge out-of-state tuition rates for WIOA, WT, and/or TAA participants.

Training provider acknowledges and understand that remuneration to attract WIOA, WT, and/or TAA students is prohibited.

CSH's thresholds for allowable investments:

- \$9,000 per customer entering training related to CSH's Sector Strategies Advanced Manufacturing and Healthcare Initiative,

- \$8,000 per customer entering training in Demand Industry Occupations, and
- \$6,500 per customer for training in non-Demand Industry Occupations.

## **B. Performance Payments to Training Service Providers**

Locally developed ITA Agreements between CSH and eligible training service providers will include provisions for a performance based payment in compensation for costs which are over and above those normally covered by tuition. Such costs are those associated with the processing of ITAs, the tracking and reporting of outcomes to FETPIP – for those students being funded by WIOA only. Performance payments will be a fixed amount associated with each individual voucher.

### Procedures

CSH agrees to an incentive payment of \$50.00 for six (6) months' retention in a training related occupation. In order to be eligible for this incentive payment, the training provider that holds the ITA must:

- At least 30 days prior to graduation and/or completion, refer the participant for registration to the state approved job match system provided through the WIOA-contracted provider at any CSH center.
- Provide general Labor Market Information to assist the student in finding employment and enter that service into the job matching system.
- Coordinate with the WIOA-contracted provider and the respective CSH Career Manager at the time of graduation completion, to ensure initial placement.
- Report to the WIOA-contracted provider, through the use of the "monthly attendance progress report," initial placement information which must include, as a minimum, the following: employer name, address, phone number, job title, CIP code, job start date and hourly wage.
- A subsequent report must be submitted to the WIOA-contracted provider verifying six months' retention, utilizing the "comments" section of the "monthly attendance/progress report" to document this requirement (a copy of the initial placement report is preferred). Minimum information should include the date verified, the name and position of the person providing the verification, and the hourly rate of pay. If the participant has changed employers, a sequence of events must be documented which substantiates six months' employment in a training related occupation. This may require the submission of multiple "monthly attendance progress reports" (one for each of the participant's employers).

Performance payments not earned by the training provider may not be charged back to the WIOA participant and may not create any manner of additional charge or debt to the participant.

## **C. Amendments/Notifications**

- a. CSH reserves the right to amend, modify or extend this Agreement, with written acknowledgement of Training Provider. Mandatory changes in regulations, policies or law will be unilaterally amended by CSH and will be effective upon the receipt by the Training Provider of a written notice of change signed by the CSH President/CEO.

- b. This Agreement constitutes the entire agreement between the parties hereto, including Training Provider Agreement Addendum, and cannot be changed except in writing signed by each of the parties to this Agreement.

**D. Signatures**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

\_\_\_\_\_  
Training Provider Representative

\_\_\_\_\_  
Donna Doubleday, President/CEO  
CareerSource Heartland

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

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

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

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

**SUMMARY:**

Board approval is requested for the attached MOA between Indian River State College, Criminal Justice Institute and RD2 Consulting LLC. This 40-hour Hostage and Crisis Negotiation course for law enforcement officers provides instruction in the principles and operation of hostage and crisis negotiations.

**ALTERNATIVE(S):** None

**FOR CONTRACTS:**

1. **TERM:** 05/10/2027 – 05/14/2027
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 14 days prior to course.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Krissy Faulk / Lou Caprino

DATE: 04/15/26

BOARD ACTION:

DATE: 5/19/26



# Indian River State College

## MEMORANDUM OF AGREEMENT (MOA)

between

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

and

**RD2 Consulting, LLC**

### **I. PARTIES**

This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and RD2 Consulting, LLC with a business address of PO Box 3181, Boynton Beach, FL 33424 (collectively referred to as the “Signatory Parties”).

### **II. BACKGROUND**

Indian River State College (IRSC) is an industry-driven leader focused on providing continuing education and training. The Criminal Justice Institute was established by the joining of three IRSC training divisions: The National Preparedness Institute, The Corporate and Community Training Institute, and The Fielden Institute for Life Long Learning. This combination represents a combined 50 years of providing a diverse range of professional community training.

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

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

### **III. PURPOSE & SCOPE**

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and RD2 Consulting, LLC relating to training in Hostage Negotiations, CJAT 1424.

The scope of this MOA is limited to the development and execution of a 40-hour training course, CJAT 093, Hostage Negotiations. The training will be held on May 10, 2027 through May 14<sup>th</sup>, 2027 at IRSC’s Treasure Coast Public Safety Complex, 4600 Kirby Loop Rd., Fort Pierce, FL 34981.

**IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA**

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

**V. RD2 Consulting, LLC RESPONSIBILITIES UNDER THIS MOA**

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

**VI. FEES/PAYMENTS**

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

<b>Item/Service</b>	<b>Fees</b>
<b>One (1) Commission Certified Instructor for 40-hours, FDLE CJAT 1424, Hostage Negotiations 05/10/27 – 05/14/27</b>	<b>\$5000.00</b>

**VII. NOTICES**

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

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

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

**VIII. USE OF INTELLECTUAL PROPERTY**

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

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

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

**IX. AMENDMENTS**

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

**X. TERMINATION OF AGREEMENT**

This MOA shall terminate on May 14<sup>th</sup>, 2027, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

**XI. HOLD HARMLESS/INDEMNIFICATION**

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

**XII. DISPUTE RESOLUTION**

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

**XIII. LIMITATION OF MEMORANDUM**

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

**XIV. GOVERNING LAW**

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

**XV. ENTIRE AGREEMENT**

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

**XVI. SEVERABILITY**

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

**XVII. EFFECTIVE DATE**

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

**XVIII. COUNTERPARTS**

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

**XIX. SIGNATORY AUTHORITY**

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

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


**Indian River State College**



\_\_\_\_\_  
Dean, Public Service Education

Date: 4/13/2026

**RD2 Consulting, LLC**



\_\_\_\_\_  
Dr. Ronald Davis, President

Date: 4-15-26

\_\_\_\_\_  
Provost/Vice President of Academic Affairs, CAO

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

\_\_\_\_\_  
President or Designee

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

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Memorandum of Agreement between Indian River State College, Criminal Justice Institute and Cisco Strategic Studies, LLC

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

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

**SUMMARY:**

Board approval is requested for the Memorandum of Agreement between Indian River State College, Criminal Justice Institute and Cisco Strategic Studies, LLC to provide a 40-hour course for law enforcement officers in Personality Profiling & Advanced Questioning Techniques.

**ALTERNATIVE(S):** None

**FOR CONTRACTS:**

1. **TERM:** 06/01/26 – 06/05/26
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** This MOA shall terminate on June 5<sup>th</sup> 2026, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Krissy Faulk / Lou Caprino

DATE: 4/20/26

BOARD ACTION:

DATE: 5/19/26



# Indian River State College

## CRIMINAL JUSTICE INSTITUTE

### MEMORANDUM OF AGREEMENT (MOA)

between

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

and

**Cisco Strategic Studies LLC.**

#### **I. PARTIES**

This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and Cisco Strategic Studies LLC. with a business address of PO BOX 291, Largo FL 33779 (collectively referred to as the “Signatory Parties”).

#### **II. BACKGROUND**

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

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

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

#### **III. PURPOSE & SCOPE**

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and Cisco Strategic Studies LLC. relating to training in Personality profiling & Advanced Questioning Techniques

The scope of this MOA is limited to the development and execution of a 40-hour training course, Personality Profiling & Advanced Questioning Techniques. The training will be held on June

1<sup>st</sup>, 2026 through June 5<sup>th</sup>, 2026, at IRSC's Treasure Coast Public Safety Training Complex, 4600 Kirby Loop Rd., Fort Pierce, Florida.

**IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA**

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

**V. Cisco Strategic Studies LLC. RESPONSIBILITIES UNDER THIS MOA**

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

**VI. FEES/PAYMENTS**

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

<b>Item/Service</b>	<b>Fees</b>
<b>One (1) Commission Certified Instructor for Personality Profiling &amp; Advanced Questioning Techniques June 1 – 5, 2026</b>	\$7421.72
<b>Liability Insurance</b>	

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**VII. NOTICES**

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

**Krissy Faulk**

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

**Cisco Strategic Studies LLC.**

PO BOX 702  
Lake Worth, FL 33446

**VIII. USE OF INTELLECTUAL PROPERTY**

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

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

**IX. AMENDMENTS**

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

**X. TERMINATION OF AGREEMENT**

This MOA shall terminate on June 5<sup>th</sup>, 2026, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

**XI. HOLD HARMLESS/INDEMNIFICATION**

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

**XII. DISPUTE RESOLUTION**

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

**XIII. LIMITATION OF MEMORANDUM**

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

**XIV. GOVERNING LAW**

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

**XV. ENTIRE AGREEMENT**

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

**XVI. SEVERABILITY**

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

**XVII. EFFECTIVE DATE**

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

**XVIII. COUNTERPARTS**

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

**XIX. SIGNATORY AUTHORITY**

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

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

**Indian River State College**



\_\_\_\_\_  
Dean, Public Service Education

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

**Cisco Strategic Studies LLC.**



\_\_\_\_\_  
Beau C. Cisco, President

Date: 4/17/2026

\_\_\_\_\_  
Provost/Vice President of Academic Affairs, CAO

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

\_\_\_\_\_  
President or Designee

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

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** Memorandum of Agreement Program Training Site with Family Worship Center

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

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

**SUMMARY:**

This agreement will allow IRSC Adult Education to expand GED and ESL courses in Indiantown using the resources at the Family Worship Center in Indiantown.

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

**FOR CONTRACTS:**

1. TERM: April 27, 2026 – June 30, 2027
2. FISCAL IMPACT: None
3. TERMINATION TERMS: 90 days written notice by either party

**PRESIDENT’S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Dr. Stephanie Etter

DATE: 4/27/26

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BOARD ACTION:

DATE: 5/19/26

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**MEMORANDUM of AGREEMENT  
PROGRAM TRAINING SITE**

**THIS 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 **Family Worship Center**, a non-profit entity of the State of Florida, hereinafter referred to as the "PARTNER SITE."

**WHEREAS**, The Partner Site owns a facility located at 15285 SW Indian Mound Dr, Indiantown, Florida, hereinafter referred to as the "Facility"; and,

**WHEREAS**, IRSC desires to operate and administer an adult education/ESL educational training program for its employees and adult education students, respectively; and,

**WHEREAS**, the Partner Site is willing to enter into this Agreement with IRSC to permit the use of a portion of the Facility for an educational training program site.

**WHEREAS**, the Partner Site is willing to enter into this Agreement with IRSC to permit the use of the facility and IRSC agrees to advise potential adult education students referred by the Partner Site

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

1. **FACILITY.** The parties acknowledge and agree that the Facility is located at 15285 SW Indian Mound Dr, Indiantown, Florida, and IRSC shall have use of the designated buildings and grounds to include the parking spaces and classroom or fellowship hall.

2. **JOINT USE OF FACILITY.** IRSC shall use the Facility's designated space for their employees and adult education students, pursuant to this Agreement. IRSC staff and program participants shall have use of bathrooms. The Partner Site will provide 30 days notice when the space is scheduled for an event or otherwise not available. The Partner Site expects that the space will be available to IRSC on an ongoing basis. It is the intention of the Partner Site to make this space available whenever possible, but the Partner Site reserves the right to cancel availability for any reason.

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

This MOA may be terminated by either Signatory Party upon 90 days prior written notice to the other Signatory Party.

4. **SITE CONDITION.** 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 Partner Site:

:

Pastor Rafe Lamb  
15285 SW Indian Mound Dr,  
Indiantown, FL 34956

or to such 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.

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

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

15. SIGNATORY AUTHORITY

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

**Indian River State College**

**Family Worship Center**

\_\_\_\_\_  
Associate Vice Provost of  
Academic Affairs

\_\_\_\_\_  
Rafe Lamb, Pastor  
(Name, Title)

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

Date: 4/27/26

\_\_\_\_\_  
Provost/Vice President of Academic Affairs, CAO

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

\_\_\_\_\_  
President or Designee

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



**TOPIC:** Memorandum of Agreement Program Training Site with United Against Poverty

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

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

**SUMMARY:**

This agreement will allow IRSC Adult Education to bring GED and ESL courses to the population currently using the resources at the United Against Poverty facilities in Vero Beach. This population does not have transportation to the Mueller campus to attend classes on our campus.

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

**FOR CONTRACTS:**

1. TERM: May 19, 2026 – June 30, 2027
2. FISCAL IMPACT: None
3. TERMINATION TERMS: 90 days written notice by either party

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Stephanie Etter

DATE: 4/27/26

BOARD ACTION:

DATE: 5/19/26



**INDIAN RIVER STATE COLLEGE**  
**School of Adult & Continuing Education**

**MEMORANDUM of AGREEMENT**  
**PROGRAM TRAINING SITE**

**THIS AGREEMENT** (“Agreement”) made and entered into this 19<sup>th</sup> day of May, 2026, between the **DISTRICT BOARD OF TRUSTEES** (“the Board”) of **INDIAN RIVER STATE COLLEGE**, a public educational institution (“IRSC”), and **UNITED AGAINST POVERTY**, a non-profit entity of the State of Florida, hereinafter referred to as the “PARTNER SITE.”

**WHEREAS**, The Partner Site owns a facility located at 1400 27th Street, Vero Beach, FL 32960, hereinafter referred to as the “Facility”; and,

**WHEREAS**, IRSC desires to operate and administer an adult education/ESL educational training program for its employees and adult education students, respectively; and,

**WHEREAS**, the Partner Site is willing to enter into this Agreement with IRSC to permit the use of a portion of the Facility for an educational training program site.

**WHEREAS**, the Partner Site is willing to enter into this Agreement with IRSC to permit the use of the facility and IRSC agrees to advise potential adult education students referred by the Partner Site

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

1. **FACILITY.** The parties acknowledge and agree that the Facility is located at 1400 27th Street, Vero Beach, FL 32960, and IRSC shall have use of the designated buildings and grounds to include meeting rooms suitable for classroom space.

2. **JOINT USE OF FACILITY.** IRSC shall use the Facility's designated space for their employees and adult education students, pursuant to this Agreement. IRSC staff and program participants shall have use of bathrooms. The Partner Site will provide 30 days notice when the space is scheduled for an event or otherwise not available. The Partner Site expects that the space will be available to IRSC on an ongoing basis. It is the intention of the Partner Site to make this space available whenever possible, but the Partner Site reserves the right to cancel availability for any reason.

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

This MOA may be terminated by either Signatory Party upon 90 days prior written notice to the other Signatory Party.

4. **SITE CONDITION.** 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:

Dr. Heather Belmont  
Provost & Vice President of Academic Affairs  
3209 Virginia Avenue  
Fort Pierce, Florida 34982

As to Partner Site:

Matt Tanner  
Executive Director  
United Against Poverty  
1400 27th Street  
Vero Beach, FL 32960  
772-332-8601

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

The Signatory Parties agree and recognize that it is not the intent of United Against Poverty that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than United

Against Poverty and United Against Poverty shall not be obligated to provide any insurance coverage other than for United Against Poverty or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name United Against Poverty as an additional insured under any other insurance policy or otherwise protect, the interests of United Against Poverty as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: IRSC-SCE shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employer's Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

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

Each Occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/Completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical Expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of United Against Poverty. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the MOA has been endorsed to include United Against Poverty, a non-profit entity of the State of Florida.

15. **INDEMNITY:** 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 arising 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.

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

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

**Indian River State College**

**United Against Poverty**

\_\_\_\_\_  
Timothy E. Moore, President

\_\_\_\_\_  
Matt Tanner, Executive Director

May 19, 2026  
Date

\_\_\_\_\_  
Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Memorandum of Understanding between Superhuman Platform Inc. and Indian River State College

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

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

**SUMMARY:**  
This MOU is a referral partnership between Superhuman and Indian River State College to promote and refer prospective customers to Superhuman’s EDU platform.

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

**FOR CONTRACTS:**

1. TERM: February 25, 2026 – February 25, 2027
2. FISCAL IMPACT: None
3. TERMINATION TERMS: Will renew automatically for successive one-year periods unless either party gives 30 days written notice.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Bruce Fraser

DATE: 5/1/26

BOARD ACTION:

DATE: 5/19/26

## **Memorandum of Understanding Between Superhuman Platform Inc. and Indian River State College**

Effective Date: February 25, 2026

### **1. Purpose**

This Memorandum of Understanding (“**MOU**”) outlines the key terms of a referral partnership between Superhuman Platform Inc. (“**Superhuman**”) and Indian River State College (“**Indian River State College**”) to promote and refer prospective customers to Superhuman’s EDU platform.

### **2. Marketing Collaboration**

Superhuman and Indian River State College will partner on marketing activities to showcase Superhuman’s EDU platform. These activities may include webinars, conferences, press releases, case studies, and other mutually agreed efforts. The parties will meet quarterly to discuss, plan, and agree on upcoming marketing and publicity activities. Each party will use its name, logos, and trademarks only with the other party’s prior written approval, and only in the form and manner approved.

All trademarks and logos provided by Indian River State College (collectively, “**IRSC Marks**”) shall remain the exclusive property of Indian River State College, and approval for a specific use does not constitute a permanent license. Superhuman shall not use Indian River State College’s name or the IRSC Marks in any marketing materials without Indian River State College’s written authorization. Indian River State College reserves the right to immediately revoke permission for any marketing materials that, in Indian River State College’s sole judgment, risk reputational harm or conflict with Florida law. Notwithstanding the foregoing, Superhuman shall be permitted to use the IRSC Marks solely to identify Indian River State College as customer on Superhuman’s website, provided that: (i) Superhuman submits the proposed website use to Indian River State College for written approval prior to any use; (ii) the use of the IRSC Marks does not state or imply an official endorsement by Indian River State College of Superhuman’s products or services; and (iii) this permission shall **automatically expire** upon the termination or expiration of this Agreement or unless and until such time as Indian River State College revokes such permission at its sole discretion.

### **3. Referral Eligibility**

Indian River State College will be eligible for a referral fee for any prospect it introduces to Superhuman via email, or invites to a joint marketing activity, who then purchases Superhuman EDU, provided

- the prospect is an educational institution located in Florida;
- Superhuman is not actively involved in sales negotiations with the prospect at the time of the introduction or during the previous twelve (12) months; and
- Indian River State College is not in material breach of its Master Agreement with Superhuman at the time of the lead submission.

A prospect introduced by Indian River State College that meets these criteria is a “**Qualified Referral**.” Notwithstanding the above, if Indian River State College refers an educational institution outside Florida, Superhuman may, in its discretion, waive the requirement that the prospect be located in Florida. Superhuman will notify Indian River State College in writing if a referred prospect is a Qualified Referral based on the criteria above.

Indian River State College is subject to the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99)

(collectively, "FERPA"), as well as Florida Statutes Sections 1002.22 and 1002.221, regarding the privacy of student records. Superhuman acknowledges that in the course of this MOU, it may have access to "education records" as defined therein. Superhuman shall be responsible for complying with these requirements to the same extent as Indian River State College and shall not disclose any student personally identifiable information ("PII") except as permitted by law.

#### **4. Referral Fee and Example**

Unless otherwise mutually agreed to in writing, Indian River State College will receive a referral fee equal to ten percent (10%) of the initial total contract value for a Qualified Referral that purchases Superhuman EDU. The referral fee is a one-time payment. For example, if a Qualified Referral signs a three-year contract totaling \$3,000,000, Indian River State College will receive a single payment of \$300,000. Indian River State College will not receive any fees for renewals, extensions, expansions, or additional purchases during or after the initial term.

"Initial total contract value" means the total fees committed in the first executed order form for the initial contract term, excluding taxes, credits, refunds, discounts provided after execution, and any professional services or third-party pass-through costs expressly included in the order form price.

#### **5. Payment Timing and No Offset**

Referral fees will be calculated and paid quarterly in arrears, based on amounts invoiced by Superhuman for the Qualified Referral during the prior quarter and actually received by Superhuman. Superhuman will pay earned referral fees within thirty (30) days after the end of each calendar quarter. Referral fees will not offset, reduce, or serve as a credit against any subscription or other fees owed by Indian River State College to Superhuman. Notwithstanding the foregoing, if Indian River State College is in material breach of the Master Agreement at the time the referral fee is payable to Indian River State College, Superhuman may withhold payment of the referral fee until the breach is resolved.

#### **6. Relationship of the Parties**

The parties are independent contractors. This MOU does not create a partnership, franchise, agency, or joint venture. Neither party may bind the other. Neither party will make misleading, disparaging, or unauthorized statements about the other party or the EDU platform.

#### **7. Term and Termination**

This MOU begins on the Effective Date and continues for one (1) year, renewing automatically for successive one-year periods unless either party gives thirty (30) days 'written notice of non-renewal. Either party may terminate this MOU for convenience on thirty (30) days 'written notice. If terminated, Superhuman will pay any referral fees that were earned for Qualified Referrals prior to the effective date of termination, in accordance with Section 5.

#### **8. Confidentiality and Publicity**

Each party may use the other's name and marks in joint marketing approved under Section 2. Other than agreed publicity, neither party will disclose the other's non-public information shared under this MOU without permission, except as required by law.

#### **9. Compliance**

Each party will comply with applicable laws and policies in connection with the activities under this MOU, including procurement, ethics, export, anti-corruption, and data protection laws as applicable.

**10. Governing Law**

This MOU is governed by the laws of the State of Florida, without regard to its conflict-of-laws rules.

**11. Entire Understanding; Non-Assignment**

This MOU reflects the parties' current understanding regarding the referral partnership and supersedes prior written or oral discussions on these subjects. Neither party may assign this MOU without the other party's written consent, except that either party may assign to a successor in connection with a merger, reorganization, or sale of all or substantially all of its assets.

**12. Non-Binding; Binding Payment Terms**

The parties intend to collaborate in good faith as described here. Except for Section 2, all sections are intended to be binding. The marketing collaboration in Section 2 and the planning discussions in Section 2 are statements of present intent and do not obligate either party to undertake specific activities unless mutually agreed in writing.

*Signature page to follow.*

Agreed and accepted by duly authorized representatives:

**Superhuman Platform Inc.**

Signed by: Jenny Maxwell  
 Signature: Jenny Maxwell  
 Name: GM, Grammarly for Education  
 Title: 2026/04/30 | 8:06 AM PDT  
 Date: \_\_\_\_\_

**Indian River State College**

Signature: [Handwritten Signature]  
 Name: Timothy E. Moore, PhD  
 Title: President  
 Date: 4/29/26

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR ACTION

**TOPIC:** Pressbooks Platform User Agreement Access

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

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

**SUMMARY:**

Access to the FLVC Pressbooks account. This agreement allows Indian River State College Faculty to use the platform (paid for by the Florida Virtual Campus) to create Open Educational Resources (OER) textbooks at no cost.

**ALTERNATIVE(S):** Faculty would not have access to Pressbooks.

**FOR CONTRACTS:**

1. TERM: April 20, 2026 until terminated by FLVC
2. FISCAL IMPACT: \$0
3. TERMINATION TERMS:
  - a. Early Termination for Cause. Either party may terminate this Agreement effective immediately if they reasonably believe the other party has violated any portion of this Agreement. The breaching party shall benefit from a ten (10) day period to remedy such situation and avoid termination of this Agreement. In the case of Institution’s breach, Pressbooks in its sole discretion may suspend Institution’s access to the Platform during such remedy period.

**PRESIDENT’S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 4/21/26

BOARD ACTION:

DATE: 5/19/26

## PRESSBOOKS PLATFORM USER AGREEMENT

This Platform User Agreement (the “**Agreement**”) is made by and between Indian River State College (“**Institution**”) and Book Oven Inc. (d.b.a. Pressbooks) (“**Pressbooks**” or “**Supplier**”) on April 20 2026 (the “**Effective Date**”).

**WHEREAS** the Florida State University Board of Trustees acting for and on behalf of Florida Virtual Campus (“**FLVC**”) has entered into an Agreement with Pressbooks for the provision of the Pressbooks proprietary hosted platform for the online editing and formatting of books and other structured documents (the “**Platform**”) to FLVC and its member institutions, including the Institution (the “**FLVC Agreement**”);

**WHEREAS** in exchange for the payment of fees by FLVC to Pressbooks as described in the FLVC Agreement the Platform shall be provided by Pressbooks to Institution, subject to the terms and conditions in this Agreement;

**WHEREAS** the parties wish to specify their respective rights and obligations;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree to the terms and conditions of this Agreement.

### 1. PRESSBOOKS PLATFORM

- 1.1 **Provision of the Platform.** In exchange for payment of the fees by FLVC, Pressbooks shall make its Platform for the online editing and formatting of books and other structured documents in multiple formats (“**Projects**”) available to Institution and its “**End Users**” who are individual staff, faculty and administrators of Institution and anyone else who the Institution may authorise.
- 1.2 **Platform Support.** Pressbooks will provide technical support to Institution and its End Users via email. Institution or any End User may initiate a helpdesk ticket by emailing [premiumsupport@pressbooks.com](mailto:premiumsupport@pressbooks.com). Pressbooks will use commercially reasonable efforts to respond to all helpdesk tickets within two (2) business days.

### 2. FEES

- 2.1 **Fees.** The parties acknowledge and agree that fees for the provision of the Platform to Institution and its End Users are being paid by FLVC.
- 2.2 **Additional Fees.** Notwithstanding section 2.1 above, Institution may at any time and upon request, pay the “**Additional Fees**” for additional access to the Platform, as outlined in Appendix A.

### 3. INSTITUTION OBLIGATIONS, LICENSES AND REPRESENTATION

- 3.1 **Institution Responsibility.** Institution shall be responsible for any damages resulting from any negligent use of the Platform by Institution or any End User employed by the Institution, including but not limited to: (i) security breaches or other technological damage to the Platform such as viruses, trojan horses, worms or other malicious software introduced to the Platform as a result

of the Institution's or any End User employed by the Institution's negligence; or (ii) any violation of any applicable law (including but not limited to intellectual property laws) while using the Platform.

- 3.2 **Institution Data Licenses.** Institution hereby grants Pressbooks a royalty-free, worldwide, non-exclusive, non-transferable and non-sublicensable license to use, process and transmit any non-public data or information (in whatever form) provided by Institution to Pressbooks (the "**Institution Data**") for the purposes of the provision of the Platform to Institution and any End Users. Institution grants Pressbooks a royalty-free, worldwide, non-exclusive, non-transferable and non-sublicensable license to use anonymized, non-personally identifiable Institution Data as well as analytics and behavioural data related to Institution and any End Users for Pressbooks' internal business purposes, limited to the monitoring of features used by the Institution and End Users to address any functionality issues as they arise, with the goal to enhance the experience and improve upon the features available to all Platform users.
- 3.3 **Institution Representation.** To the best of its knowledge, Institution Data and other material used in the creation of Projects does not violate any rights (including Intellectual Property Rights) of any third party. In case of violation of this sub-section by Institution or any End Users, Institution shall indemnify Pressbooks as per section 7 of this Agreement.

#### 4. **TERM; TERMINATION**

- 4.1 **Term and Termination.** This Agreement will commence on the Effective Date and shall be in force as long as the FLVC Agreement remains in force. Termination or expiration of the FLVC Agreement for any reason shall effectively terminate this Agreement.
- 4.2 **Early Termination for Cause.** Either party may terminate this Agreement effective immediately if they reasonably believe the other party has violated any portion of this Agreement. The breaching party shall benefit from a ten (10) day period to remedy such situation and avoid termination of this Agreement. In the case of Institution's breach, Pressbooks in its sole discretion may suspend Institution's access to the Platform during such remedy period.
- 4.3 **Transition.** Upon termination or expiration of this Agreement for any reason, Institution shall have 90 days (the "**Transition Period**") to request Pressbooks transfer all Institution Data or Projects in Pressbooks systems to Institution. Upon such request, Pressbooks shall deliver all Institution Data or Projects to Institution within ten (10) business days, in a machine-readable format.
- 4.4 **Survival.** The provisions of this Agreement which should by their very nature survive termination shall survive termination.

#### 5. **INTELLECTUAL PROPERTY**

- 5.1 **Definitions.** For the purposes of this Agreement, "**Computer Code**" includes but is not limited to source code in any programming language, object code, frameworks, CSS, PHP, JavaScript or similar files, templates, modules, or any similar files, and related documentation. "**Intellectual Property Rights**" shall include any and all patents, copyrights, trademarks, trade names and other proprietary rights, whether registered or not, and in effect worldwide.
- 5.2 **Pressbooks Property.** Pressbooks (or its licensors) retains any and all rights in and to: (i) the

Platform and its constituent components, including any enhancements, upgrades or other modifications to the Platform or any constituent component thereof, including its constituent Computer Code, subject to the license described further in this paragraph; (ii) all Pressbooks trademarks (including, without limitation, the “Pressbooks” trademark and logo); and (iii) all Intellectual Property Rights related to any of the foregoing. Institution acknowledges and agrees that it will acquire no ownership rights or licences to any Pressbooks intellectual property unless otherwise expressly provided in this Agreement. The parties acknowledge that the Platform is distributed under the GNU General Public License v3 (the “**GNU License**”), and that Institution acquires any and all rights to the Platform as outlined in the GNU License. Notwithstanding the foregoing, certain add-ons to the Platform (and their constituent Computer Code) are not distributed under the GNU License and remain Pressbooks property and subject to the limitations outlined in this Agreement.

- 5.3 **Institution Property in Projects.** To the extent that the use of the Platform by Institution or their End Users results in any intellectual property whatsoever in any Project, such Projects and their associated Intellectual Property Rights shall be owned by the Institution or End User, as applicable.

## 6. **LIMITATION OF LIABILITY**

- 6.1 **Liability Limit.** To the maximum extent permitted by law, in no event will Pressbooks, its shareholders, officers, directors, employees or agents: be liable for any indirect, incidental, extraordinary, consequential, special, punitive or exemplary damages (including, without limitation, loss of revenue or profits, lost or damaged data, loss of use, business interruption or any other pecuniary loss), arising out of or relating to this Agreement or caused by the Platform even if Pressbooks has been advised of the possibility of such damages. This limitation of liability will apply regardless of the form of action, whether in contract, warranty, tort, delict, quasi-delict, negligence, strict liability or under any other legal theory. To the extent permitted by law, the total liability of Pressbooks for claims by Institution or any other person arising under this Agreement shall be limited to the fees paid by FLVC to Pressbooks on behalf of Institution during the 12-month period preceding the event from which the liability arises.
- 6.2 **Dispute Resolution.** In the event of a dispute under this Agreement, the parties hereby agree to negotiate in good faith to attempt to resolve the dispute prior to initiation of any litigation. In the event that any disputes arising out of the Agreement lead to arbitration between the parties, such arbitration will be conducted pursuant to the rules of the American Arbitration Association then in force, in Port St. Lucie, Florida. The parties agree that each party shall be responsible for its own attorney’s fees, costs, and charges arising out of litigation, arbitration, or any dispute relative to the Agreement, regardless of outcome, provided however that the parties shall be equally responsible for the Arbitrator’s fees and costs. Notwithstanding the foregoing arbitration provision, either party may seek injunctive or other equitable relief in any court of competent jurisdiction as it relates to any subject matter of dispute that would be subject to such remedy.
- 6.3 **Institution Insurance.** The parties agree that Institution is an agency of the State of Florida, and is thereby covered by state risk management/self-insurance program(s) pursuant to Florida law and subject to the limitations and partial waiver of sovereign immunity set forth in section 768.28 and Chapter 284, Part II, Florida Statutes or as amended, which provides, *inter alia*, a limited waiver of sovereign immunity by its agencies in the amount of \$200,000 per person and \$300,000 per occurrence for tort claims. Further, the parties agree that Institution cannot name another party

as an additional insured because the State of Florida's sovereign immunity is not transferable to another party. Accordingly, the parties agree that Institution's self-insurance coverage described hereinabove shall be deemed sufficient and acceptable in all respects whatsoever.

## **7. LIABILITY AND PROTECTION OF PERSONAL INFORMATION**

- 7.1 **General Liability.** Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Nothing contained in the Agreement shall be construed or interpreted as denying Institution or other state entity any remedy or defense available under the laws of the State of Florida; the consent of Institution to be sued; or a waiver of sovereign immunity of Institution beyond the waiver provided in section 768.28. Supplier also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Supplier or otherwise acting or engaged to act at the instance of Supplier in furtherance of Supplier's obligations under the Agreement.
- 7.2 **Indemnification.** Parties agrees that Institution is a public body corporate of the State of Florida and is not statutorily or legislatively authorized to indemnify, defend, or hold harmless Supplier or other parties to its agreements and that any clause or term of the Agreement requiring Institution to indemnify, defend, or hold harmless Supplier or other parties is hereby declared null and void and of no force and effect. In recognition thereof, the parties agree that, as to any claims for damages brought or asserted by non-parties to the Agreement, each party hereto agrees to be fully responsible for damages for the negligent acts or omissions of its own employees and agents while acting within the scope of their employment or agency and arising out of its obligations under the Agreement, and neither party shall be responsible for the negligent acts or omissions of the other party's employees or agents. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver or extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.
- 7.3 **Protection of Personal Information.** To the extent Supplier comes into contact with or has Institution's information in its possession, Supplier agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Florida Statutes and educational records as defined in §1002.225, Florida Statutes and 20 U.S.C. § 1232g ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of Institution to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. Supplier also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to Institution without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Supplier must cooperate fully to assist Institution in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Supplier will be responsible for all reasonable costs and

expenses actually incurred by Institution, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Supplier.

## **8. GENERAL PROVISIONS**

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8.2 **Notice.** All notices required to be sent hereunder shall be made by email to the email addresses listed on the signature page of this Agreement.

8.3 **Force Majeure.** No party will be liable for any failure or delay in the performance of its obligations under this Agreement for any cause beyond its reasonable control including, without limitation, acts of God, fire or other disaster, catastrophe or unusual internet delays, pandemic, outages, or congestion, denial of service attacks, and other “hacker” activity.

8.4 **Entire Agreement; Modifications.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the FLVC Agreement has certain legal effects on this Agreement. This Agreement may not be modified or amended except in writing and signed by each party. This Agreement represents the entire agreement between Institution (including Institution's employees) and the Supplier. Institution will not be bound to any other terms and conditions set forth in any documents, agreements or policies unless such terms and conditions are also set forth in this Addendum and the Agreement. The Supplier may not unilaterally change any term or condition of this Addendum and the Agreement.

8.5 **Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired hereby. Institution is bound by the Family Educational Rights and Privacy Act (FERPA) regarding the release of student education records and, in the event of conflict with Pressbooks or the Institution Policy, FERPA will govern.

8.6 **Legal Representation.** Institution acknowledges that this Agreement has been subject to review and negotiation by FLVC and its legal counsel, who have acted on behalf of and for the benefit of Institution. As such, it is not subject to further review or negotiation by Institution.

8.7 **Legal Cost.** Institution is not authorized to enter into an agreement containing provisions whereby Institution assumes payment of the Supplier's court costs, expenses, or legal fees and all such clauses are null and void.

8.8 **Data and Security Standards:** When applicable, Supplier agrees that it shall protect Institution data it receives at all times in accordance with standards prescribed herein. Supplier shall implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of protected or private risk

data as defined by the Institution. Supplier shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities. All facilities used to store, process, or transmit data classified as High or Moderate risk will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Supplier will use industry standard and up-to-date security tools and technologies such as antivirus protections, antimalware and ransomware protections, and intrusion prevention and detection methods in providing services under this Agreement. Unless the Institution requests in writing that such data be destroyed upon termination, cancellation, expiration, or other conclusion of this Agreement, Supplier shall return the High or Moderate risk Institution data to the data that is in the possession of subcontractors or agents of Supplier.

- 8.9 **Accessibility Requirements.** Supplier shall comply with the Americans Disabilities Act 1990 (“ADA”) and/or Web Accessibility Initiative Web Content Accessibility Guidelines 2.0 and/or 2.1 (“WCAG”). Supplier shall ensure that any and all products and/or services, including applicable updates and/or upgrades, are implemented in a manner that does not compromise product accessibility.
- 8.10 **Public Records Provisions.** The Parties acknowledge that Institution is subject to Florida’s Public Records law, Chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. The Supplier agrees to allow public access to all records, documents, papers, letters or other material subject to the provision of the Florida Public Records law and made or received in conjunction with this Agreement. Refusal by the Supplier to allow such public access will be grounds for immediate cancellation of this Agreement by the Institution.
- 8.11 To the extent that Supplier meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract or agreement requirements provided by law, Supplier must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
  - (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Supplier upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 8.12 **Language.** The parties acknowledge having expressly required that this Agreement is to be drawn up in the English language.

8.13 **Execution.** This Agreement may be executed in counterparts (including by electronic transmission). Any such counterparts will constitute an original and will be taken together to constitute one and the same instrument. Electronic signatures affixed to this Agreement shall be as valid as original signatures.

*(the rest of this page left intentionally blank; next page is signature page)*

**AND WE HAVE SIGNED ON THE DATES INDICATED:**

<b>FOR INDIAN RIVER STATE COLLEGE:</b>	<b>FOR BOOK OVEN, INC. (D.B.A. PRESSBOOKS):</b>
X: _____ Name: Dr. Timothy Moore Date: 5/19/26 Email: timmoore@irsc.edu	X: _____ Name: Başak Büyükçelen, CEO Date: Email: basak@pressbooks.com

## APPENDIX A - ADDITIONAL FEES

### A1. ADDITIONAL FEES PAYABLE BY INSTITUTIONAL USERS

Upon request of the Institution and in exchange for the payment of the Additional Fees, Institutions can purchase tiered access to the central Pressbooks system, allowing creation of books that are not counted within the 80 book limit of the FLVC Central Network according to the table below.

Service Level	Price (the "Additional Fees")	Services
Tier 1	\$2,999/year	<ul style="list-style-type: none"> <li>● Up to 20 books</li> <li>● Unlimited users</li> <li>● SSO</li> <li>● LTI connection to LMS</li> </ul>
Tier 2	\$5,999/year	<ul style="list-style-type: none"> <li>● Up to 80 books</li> <li>● Unlimited users</li> <li>● SSO</li> <li>● LTI connection to LMS</li> </ul>
Tier 3	\$8,999/year	<ul style="list-style-type: none"> <li>● Up to 160 books</li> <li>● Unlimited users</li> <li>● SSO</li> <li>● LTI connection to LMS</li> </ul>
Tier 4	\$14,999/year	<ul style="list-style-type: none"> <li>● Up to 425 books</li> <li>● Unlimited users</li> <li>● SSO</li> <li>● LTI connection to LMS</li> </ul>
Unlimited	Based on FTE starting @ \$2/student	<ul style="list-style-type: none"> <li>● Unlimited books</li> <li>● Unlimited users</li> <li>● SSO</li> <li>● LTI connection to LMS</li> </ul>

### A2. ADDITIONAL FEES PAYMENT SCHEDULE AND MODALITIES

Any Additional Fees payable by the Institution shall be payable according to the following schedule and subject to the following modalities:

- The first invoice for the Institution under this Agreement shall be issued upon the request of the Institution, and a renewal invoice will be issued annually thereafter, if applicable.
- Net40 Payment Terms
- Payable by check, wire transfer, or credit card

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Student Affiliation Agreement between Indian River State College and The School Board of Palm Beach County, Florida for Clinical Learning Experiences

**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. Additional documents include Affidavit, Human Trafficking Affidavit, and Palm Beach Addendum.

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

**FOR CONTRACTS:**

1. **TERM:** April 8, 2025 – Dec. 31, 2026
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

**PRESIDENT'S RECOMMENDATION:** Recommend approval

SUBMITTED BY: Dr. Kris Demarais

DATE: 4/14/26

BOARD ACTION:

DATE: 5/19/26

**STUDENT AFFILIATION AGREEMENT BETWEEN  
INDIAN RIVER STATE COLLEGE AND THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA, FOR CLINICAL LEARNING EXPERIENCES.**

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 8th day of April, 2026 by and between **The School Board of Palm Beach County, Florida**, hereinafter referred to as "School Board" and **Indian River State College**, hereinafter referred to as "School". School Board and School will be referred to collectively as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, School is a post-secondary educational institution that enrolls students in a state-approved teacher preparation program;

**WHEREAS**, School enrolls students in a degree program in the field of education;

**WHEREAS**, School desires to provide to its students field experience, practicum, internship/ student teaching experience through the application of knowledge and skills in actual student-centered situations; and

**WHEREAS**, School Board agrees to make its facilities available to School for the purpose of providing students with field experience, practicum, internship/ student teaching experience ("Program") under the direction of a certified educator employed by the School Board.

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

- I. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.
- II. **TERM; TERMINATION.**
  - A. The term of this Agreement shall commence on the date of approval by both parties and conclude on \_\_\_ day of \_\_\_\_\_ 2026.
  - B. Except as otherwise provided herein, either party may terminate this Agreement at any time with or without cause upon at least thirty (30) days prior written notice to the other party.
- III. **RESPONSIBILITIES OF SCHOOL.**
  - A. School shall coordinate with School Board to schedule the number and date of student assignments for participation in the Program.
  - B. School will determine standards of education, hours of instruction, learning experiences, matriculation, promotion, and graduation of its students in the Program.
  - C. School shall provide the School Board with a copy of course objectives for the learning experience. School and School Board shall collaborate on evaluating the students' learning experience and performance in the Program. School shall communicate with School Board orally and in writing regarding student performance and evaluation, absences and assignments of students, and other pertinent information.

- D. School will keep all records and reports on students who participate in the Program in accordance with federal and state laws regarding student records and School's policy and regulatory requirements.
- E. School shall supervise students and their performance in the Program at the School Board.
- F. School shall perform such other duties as may from time to time be agreed to between School and School Board.
- G. All faculty provided by School to supervise students in the Program at the School Board shall be duly licensed, certified or otherwise qualified to participate in the Program at School Board. Upon request, School shall provide adequate documentation, which includes education verification, professional license and certifications, attesting to the competency of each School instructor supervising students and their performance in the Program at School Board.
- H. Prior to assigning students to the Program, School shall:
  - (i) Conduct orientation of students to the field experience, practicum, internship/ student teaching experience at School Board;
  - (ii) Provide classroom theory and practical instruction to students;
  - (iii) Inform students that students shall be responsible for following the rules, regulations, and policies of the School Board and ensure that each student participant executes the Release/Waiver of Liability and Hold Harmless Agreement attached hereto as Exhibit A, the Confidentiality Agreement attached hereto as Exhibit B, and the Consent to and Permission for Criminal Background Check and Drug Screening attached hereto as Exhibit C. These documents will be maintained at each designated School Board site.
  - (iv) Obtain and maintain for and on behalf of, or shall require each individual student, faculty, employee, agent, and representative of School participating in the Program at School Board ("Program Participant") to obtain and maintain, professional liability insurance coverage in amounts not less than \$1,000,000 per Program Participant, with insurance carriers or self-insurance programs approved by School Board and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage).
- I. School shall be responsible for or shall ensure that the Program Participants are aware that they are responsible their own medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at School Board. In no event shall School Board be financially or otherwise responsible for said medical care and treatment unless the Program Participant's need for medical care or treatment arises out of the School Board's gross negligence or misconduct.

- J. School shall require the Program Participants to dress in accordance with dress and personal appearance standards approved by School Board. Such standards shall be in accordance with School Board's standards regarding same. Program Participants shall pay for their own meals at School Board.
- K. All Program Participants shall comply with all School Board policies, as they may be modified from time to time. The School Board's policies are located at <http://www.palmbeachschools.org/policies/>.
- L. The School's students participating in the Program shall not be considered employees of the School.
- M. Program Participants who are permitted access on school grounds when students are present, who have direct contact with students attending such schools or who have access to or control of school funds must undergo level 2 screening. Level 2 screening at the sole cost of the Program Participant consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. Program Participant shall not begin participating in Program contemplated by this Agreement until after the Program Participant receives notice of clearance by the School Board. A copy of a current badge must be presented to the School Board before a Program Participant enters a school. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Program Participant on the basis of these compliance obligations. Neither the Program Participant, nor any employee, agent nor representative of the Program Participant who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes will be employed in the performance of the services set forth herein.

#### **IV. RESPONSIBILITIES OF SCHOOL BOARD.**

- A. School Board shall reasonably cooperate in the orientation of all students assigned to the Program at the School Board.
- B. School and School Board shall collaborate on evaluating the students' learning experience and performance. School Board shall communicate with School orally and in writing regarding student performance and evaluation, absences and assignments of students, and other pertinent information.
- C. School Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education opportunities for the students in the Program. School Board shall provide the students with the opportunity to observe, participate, and practice in classrooms congruent with the roles for which the students are trained.
- D. The School Board shall retain the right, in its sole discretion, to request the removal of any Program Participant from any area of the School Board's premises. School Board may request School to withdraw or dismiss a student from the Program or remove a Program Participant when his /her clinical performance is unsatisfactory to School Board or his or her behavior, in School Board's discretion, is disruptive or detrimental to the health, safety, or welfare of the School District's pupils or personnel. In such event, said Program Participant's participation in the Program shall immediately cease.

- E. The School Board shall give Program Participants access to the library facilities/curriculum laboratories available to School Board personnel. Program Participants may not remove materials from the School Board premises without appropriate approval.
- F. School Board shall provide qualified mentoring teachers, who are certified with the state of Florida, for students participating in the Program. Mentoring teachers will be resource persons for Program Participants while on the School Board's premises. Mentoring teachers will assist in orienting students to the classroom and School District pupils; will provide substantive feedback to students regarding activities and interactions with School District pupils; discuss with students their activities, impressions, reflections, and suggestions for goals and areas of improvement; and will supervise students on a daily basis.
- G. The Program Participants shall not be considered employees or agents of the School Board. The Program Participants will not be entitled to compensation from the School Board for services or actions relating to the Program.
- H. The School Board shall timely notify the School when any Program Participant has been involved in a reported incident while on the School Board's premises.

**V. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The Parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees or students shall be considered agents, representatives, or employees of School Board. 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 for any Program Participants. No Program Participant shall look to School Board for any salaries, insurance or other benefits. No third person is entitled to, nor shall receive, any rights under this Agreement.

**VI. NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, sexual orientation, gender identity and gender expression or handicap in either the selection of Program Participants, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

**VII. LIABILITY ISSUES.**

School agrees to indemnify Board and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly:

- a. The negligent, grossly negligent, or intentional act of omission of School or its directors, officers, employees, agents or contractors;
- b. School's failure to perform any of its obligations under this Agreement; and
- c. any act or omission of School in connection with the terms of this Agreement; and
- d. any action by a third party against Board that is based on any claim that any products supplied or services performed under this agreement infringe a patent, copyright or other proprietary

right or violate a trade secret.

School recognizes the broad nature of this indemnification and hold harmless article and voluntarily makes this covenant for good and valuable consideration provided by Board in support of this indemnification in accordance with the laws of Florida. Subject to the limits of §768.28, Florida Statutes, the School Board agrees to be responsible for any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this Agreement.

School covenants to maintain sufficient professional general liability and worker's compensation coverage regarding its respective liability, throughout the term of Agreement.

#### **VIII. CONFIDENTIALITY.**

School is subject to all School Board obligations relating to compliance with student records confidentiality laws. By signing this Agreement, School acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

School will receive student information. Since parental consent will not be obtained and School has legitimate educational interests in the information, School shall hereby be deemed a "school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (PBSD 2220) which is attached hereto and incorporated herein as Exhibit A.

#### **IX. ENTIRE AGREEMENT.**

This Agreement and its accompanying Exhibits set forth the entire Agreement 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. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

#### **X. 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.

#### **XI. CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

#### **XII. NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

#### **XIII. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event a dispute arises pursuant to this Agreement, venue shall lie in Palm Beach County,

Florida. Each Party shall be responsible for its own attorney's fees in the event a dispute arises between them arising out of the performance of this Agreement.

**XIV. ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of School Board. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

**XV. PUBLIC RECORDS COMPLIANCE.**

School shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board 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.
- c. 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 School does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of School or keep and maintain public records required by the Board to perform the service. If School transfers all public records to the Board upon completion of the Agreement, School shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If School keeps and maintains public records upon completion of the Agreement, School shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of School to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

**IF SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOLS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, [PUBLICRECORDS@PALMBEACHSCHOOLS.ORG](mailto:PUBLICRECORDS@PALMBEACHSCHOOLS.ORG) OR 3300 FOREST HILL BLVD, SUITE C-110, WEST PALM BEACH, FL 33406**

**XVI. NOTICES.**

All notices 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 when deposited in the United States mail, postage prepaid, addressed as follows:

If to School Board: **Department of Professional Development  
3300 Forest Hill Boulevard, Suite C-206  
West Palm Beach, FL 33406  
Attn: Anthony Dougherty**

If to School: Dr. Scott Stein  
Executive Dean of Liberal Arts  
Indian River State College  
3209 Virginia Avenue  
Fort Pierce, Florida 34981

or to such other persons or places as either party may from time to time designate by written notice to the other.

**XVI. EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named Parties have fully executed this Agreement.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

INDIAN RIVER STATE COLLEGE

THE SCHOOL BOARD OF PALM BEACH  
COUNTY, FL

By: \_\_\_\_\_  
Authorized College Designee

By: \_\_\_\_\_  
Michael J. Burke, Superintendent

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

Title: President

Date: May 19, 2026

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

\_\_\_\_\_  
Karen Brill  
Board Chair

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

Reviewed and approved as to legal  
sufficiency:

\_\_\_\_\_  
(Name of Attorney)

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



## EXHIBIT A

### RELEASE/ WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for being permitted to participate in a field experience, practicum, or internship/ student teacher preparation program under the direction of a certified educator employed with the School Board of Palm Beach County, Florida (“School Board”), I hereby voluntarily **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND RELINQUISH** against the School Board, its officers, agents, servants or employees (herein after the “RELEASEES”) from any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my participating in such field experience, practicum, or internship/student teacher preparation program **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and/or for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, or present any claim for personal injury, property damage or wrongful death against School Board.
3. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in a field experience, practicum, or internship/ student teacher preparation program with the School Board, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**. I understand that I am responsible for obtaining and pay the cost of treatment for any injuries sustained while participating in a field experience, practicum, or internship/ student teacher preparation program with the School Board.
4. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys’ fees, that they may incur due to my participation in a field experience, practicum, or internship/ student teacher preparation program with the School Board, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any legal proceeding or lawsuit relating to this RELEASE shall be in Palm Beach County, Florida. I expressly acknowledge that this RELEASE is intended to be as broad and

inclusive as permitted by the laws of the State of Florida.

6. I agree that in any event that any clause or provision of this RELEASE shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this RELEASE, which shall continue to be enforceable.

7. IN SIGNING THIS RELEASE/WAIVER, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing **RELEASE/WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PARTICIPANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name



## EXHIBIT B

### CONFIDENTIALITY AGREEMENT

#### Field Experience Students, Practicum Students, and Interns/Student Teachers

I, \_\_\_\_\_, as a student enrolled in a state-approved teacher preparation program in a postsecondary education institution, acknowledge that in order for me to perform a field experience, practicum, or internship/ student teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida (“School Board”), I may become privy to certain Sensitive and/or Confidential Information discussed or created, owned, and maintained by the School Board or its employees or agents. Sensitive and Confidential Information may be in the form of conversations, documents, computer files, e-mails or various forms of record keeping. Examples of Confidential Information include, but are not limited to, personally identifiable student information or other information specifically exempt from public disclosure under Florida law. A list of relevant information exempt from disclosure may be viewed in School Board Policies 2.041 and 5.50. Examples of Sensitive Information include District employee personnel or payroll information not specifically exempt from public disclosure by the School Board, but which may be of a personal and sensitive nature.

As a condition precedent to receiving Sensitive and/or Confidential Information, I warrant and agree that:

- I undertake and accept the obligation to use reasonable care to protect the secrecy and confidentiality of the information received from the School Board or its designee; and
- I will limit the use of or access to the Sensitive or Confidential Information to the scope actually needed to perform a field experience, practicum, or internship/ student teacher preparation program; and
- I have reviewed School Board Policies 2.041 and 5.50; and
- I will not copy the Sensitive and Confidential Information and will not disclose such information to any person or entity, or use it for any purpose other than as set forth herein; and
- I will avoid accessing the information, except for the legitimate purposes recognized under this Agreement; and
- I will not include any Sensitive and/or Confidential Information in any report, document, presentation, or paper relating to any assignment required of my college/university professors; and

- I shall dispose of all Sensitive and Confidential Information disclosed to me by the School Board or its designee (and any copies thereof), after the purpose for which the information is disclosed has been served to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed; and I acknowledge that the confidentiality obligations of this Agreement will survive any expiration or termination of this Agreement; and
  
- I acknowledge that failure to comply with this confidentiality requirement can and may result in personal liability or disciplinary action up to and including termination of the placement and future placements and/or denial of employment with the Palm Beach County School District; and
  
- In the event that I am requested or required by law or court proceeding to disclose any of the Sensitive or Confidential Information, I agree that I will provide the School Board with prompt notice in writing of such request(s) sufficiently before responding so that it may seek an appropriate protective order or other appropriate remedy and/or waive my compliance with the provisions of this Agreement; and
  
- I agree to indemnify and hold harmless the School Board from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by me of the Sensitive and Confidential Information. I also acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by me and that such breach would cause irreparable harm to the School Board. Accordingly, I agree that in the event of any breach or threatened breach of this Agreement, the School Board, in addition to any other remedy at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance; and
  
- The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect; and
  
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding the terms herein, exclusive venue shall lie in Palm Beach County, Florida; and
  
- I certify that I understand and acknowledge these confidentiality requirements contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

[*Legal name of the Student*]: \_\_\_\_\_ The School Board of Palm Beach County, Florida

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

Print: \_\_\_\_\_ Print: \_\_\_\_\_

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

\_\_\_\_\_  
College/University Attending

\_\_\_\_\_  
District Placement School



## EXHIBIT C

### Consent to and Permission for Criminal Background Check and Drug Screening

I \_\_\_\_\_ acknowledge and am aware that state law and the School Affiliation Agreement between the secondary institution in which I am enrolled and The School Board of Palm Beach County, Florida (“School District”), require that all students that desire to perform a field experience, practicum, or internship/ student teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida, must undergo a criminal background check and drug screening. I may not commence a field experience, practicum, internship or any teacher preparation program under the direction of a regular employed and certified educator with the School Board of Palm Beach County, Florida until after I have received notice of clearance from the School District and have provided a copy of my current clearance badge to the School District placement officer.

I must undergo:

- A Level II background check consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes, including but not limited to fingerprinting by the School District’s Police Department, at the sole cost to me or my secondary institution, and a criminal background check of the Florida Violent Offender and Sexual Predator Registry, and
- Drug screening.

Neither the School District, nor its Board Members, officers, employees, nor agents shall be liable to any student or his or her parent(s) or guardian(s) under any legal theory for any claim whatsoever based upon the results of the criminal background checks or drug screenings.

I understand that the names of students undergoing criminal background checks and drug screenings and the results of same will only be shared with appropriate school officials who have a legitimate educational interest in such information. I further understand that after the results of the criminal background checks and drug screenings have been obtained by an appropriate school official, the School District will notify the secondary institution of the names of the Participating Students have been cleared to participate in field experience, practicum, or internship/ student teacher preparation program.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

*[Legal name of the Student]:*

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

Print: \_\_\_\_\_

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

\_\_\_\_\_  
College/University Attending

\_\_\_\_\_  
District Placement School

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Contract/Agreement Addendum
Concerning Student Information

ADDENDUM, Concerning Student Information, to the Contract/Agreement ("the Contract") dated, 3/27/26
between the school (named below) or The School Board of Palm Beach County, Florida (named below) and Vendor/Partner (named below).

School or School Board The School Board of Palm Beach County

Vendor or Partner Indian River State College

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the Vendor's/Partner's signature below, the School Board of Palm Beach County, Florida (the "School Board") hereby designates [vendor/partner] ("the Receiving Party") as an "other school official" for the purpose of receiving limited personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes and FL SBE Rule 6A-1.0955 and, where applicable, Rule 6A-1.09550, because the School Board recognizes the Receiving Party has a legitimate educational interest in receiving this information in order to fulfill the Receiving Party's responsibilities for the school or School Board under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving personally identifiable information from education records of students, the Receiving Party warrants and agrees that the Receiving Party:

- 1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Receiving Party's duties and/or services under the Contract. The School Board has determined that the Receiving Party has a legitimate educational interest in receiving only the following fields of student data, for example: name, grade-level, school attending, etc. (indicate fields of data requesting below); and

Cooperating teacher's name and email.

- 2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Receiving Party's responsibilities under the Contract); and
3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
4. is under the direct control of the School Board with respect to the use and maintenance of education records; and
5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Receiving Party may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Receiving Party may use the information, subject to the limitations described in paragraph 2 above, but only for the purposes for which the disclosure was made; and
6. shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, Section 1002.22, Florida Statutes, the Protection of Pupil Rights Amendment (PPRA), the Student Online Personal Information Protection Act, Section 1006.1494, Florida Statutes, and the Children's Online Privacy Protection Act (COPPA), 15 USC ss 6501-6506, and its implementing regulations, and shall not use any of the personally identifiable information from education records of students that is received pursuant to this Addendum in violation of any applicable federal or state law, rule, regulation, or School Board policy. The personally identifiable information must not be used for any other purpose other than the purposes outlined in the Contract/Agreement. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. The Receiving Party must not share or sell a student's personally identifiable student information for commercial purposes without providing parents a means to consent or disapprove; and
7. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Receiving Party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the School Board in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Receiving Party agrees to share its incident response plan with the School Board upon request. The Receiving Party must maintain and revise its incident response plan to ensure that it is in a ready state at all times; and
8. will dispose of all information disclosed to it by the school or the School Board (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Receiving Party constitutes a "record copy" required to be retained by the School District's Records Retention Schedule (available online at the District's Records Management website, http://www.palmbeachschools.org/records), in which case the Receiving Party will return the information to the School Board rather than disposing of it.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Legal Name of the Receiving Party (Vendor/Partner)

Indian River State College

Vendor or Partner

5/19/26

Signature of person having authority to enter legally binding agreements on behalf of Receiving Party.

Date

The School

The School Board of Palm Beach County

For the School Board of Palm Beach County, Florida

Signature of person having authority to enter legally binding agreements on behalf of the School or The School Board of Palm Beach County, Florida.

Date

## Affidavit Regarding the Use of Coercion for Labor Services

**Company Name:** Indian River State College

**Company's Authorized Representative Name and Title:** Dr. Scott Stein, Executive Dean of Liberal Arts

**Address:** 3209 Virginia Ave

**City:** Fort Peirce **State:** Florida **Zip:** 34981

**Phone Number:** (772) 462-7691

**Email Address:** sstein@irsc.edu

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Palm Beach County is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Company, I certify that the Company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa or other immigration document, or any other actual or purported government identified document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: Timothy E. Moore, Ph.D., President

Date: May 19, 2026

## AFFIDAVIT

**Company Name:** Indian River State College

**Company's Authorized Representative Name and Title:** Dr. Scott Stein, Executive Dean of Liberal Arts

**Address:** 3209 Virginia Ave

**City:** Fort Pierce      **State:** Florida      **Zip:** 34981

**Phone Number:** (772) 462-7691

**Email Address:** [sstein@irsc.edu](mailto:sstein@irsc.edu)

**COLLEGE/UNIVERSITY NAME** is not owned or controlled by, nor does it have their principal place of business in, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic or any other foreign country of concern set forth in Fla. Stat. 287.138.

This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: Timothy E. Moore, Ph.D., President

Date: May 19, 2026



**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.

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

**FISCAL IMPACT:** N/A

**PRESIDENT'S RECOMMENDATION:** Recommend approval

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SUBMITTED BY: Vonrick Alexander

DATE: 5/1/26

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BOARD ACTION:

DATE: 5/19/26

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## May

### **Full-Time Appointments:**

Carolina Vergara Bedoya (Career Pathways Facilitator, Adult Secondary Education)  
Patrice Coolican (Senior Budget Analyst, Planning, Budget, and Auxiliary Services)  
Lucinda Lopez Cortes (Program Specialist, Adult Secondary Education)  
Ryan Crook (Student Wellness Specialist, Office of Student Life)  
Wendy DiTroia (Clerk, Public Service Education)  
Nicholas Fowler (Groundskeeper, Grounds)  
Marta Freeman (Career Pathways Facilitator, Adult Secondary Education)  
Raymond Gellner (Laboratory Manager, Biological Sciences)  
Maria Hernandez (Custodian, Custodial)  
Danielle Keesee (Accounts Receivable Specialist, Accounts Receivable)  
Andrew Paparelli (Application Analyst, Finance)  
Karelle Patterson (Financial Aid Advisor, Financial Aid Specialists)  
Coretta Reneau-Burnett (Program Coordinator, School of Continuing Education)  
George Reynolds (Public Safety Officer, Public Safety and National Training Initiatives)  
Elizabeth Viamontes (Case Manager, Farmworker Career Development Program)  
Darrell Williams (Accounts Receivable Specialist, Accounts Receivable)

### **Retirements:**

Brent Marshall (Executive Director of Infrastructure, Institutional Technology)  
Donald Noble (Custodian, Custodial)

### **Separation of Service:**

Alicia Delo (Bank Reconciliation Senior Specialist, Student Financials)  
Lizeth Vanessa Dietz (Procurement Agent, Procurement)  
Jordan Alexis Hill (Assistant Professor I, School of Nursing)  
Sarah Kirkhart (Interim – Records Specialist, Student Records)  
Maya Kornegay (Career Pathways Facilitator, Adult Secondary Education)  
Joseph Lemieux (Student Success Advisor, Advising Services)  
Michael Lyons (Assistant Men's Basketball Coach, Men's Basketball Athletics)  
France Mason (Program Coordinator, Adult Secondary Education)  
Emily Mass (Associate Vice President of Recruitment and Admissions, Student Success)  
Cynthia Medeiros (Administrative Assistant I, Health and Human Sciences)  
Carlos Melara (Financial Aid Advisor, Financial Aid Specialists)  
Anthony Jose Nunez (Director of Fire Science Academy Training Center, Public Service Education)  
Veronica Solis (Accounts Payable Specialist, Accounts Payable)  
Mercedes Liriano White (Dual Enrollment Coordinator, Articulation and Partnerships)

### **Regular Part-Time Appointments:**

Stephanie Lowe-Choa-Lee (Program Assistant, Biological Sciences)  
Vincent Lust (Laboratory Assistant – HVAC, Applied Technologies)  
Landon Ploszay (Program Assistant, Biological Sciences)

### **Part-Time Temporary Non-Instructional Appointments:**

Isabella Alvarez (Federal Work Study, Brand Experience)  
Aldjenny Brutus (Federal Work Study, School of Nursing)  
Kadesha Dsilva (Testing Assistant, Assessment Services)  
Juliana Duran (Adult Education Intake Specialist, Adult Secondary Education)  
Napoleon Francisco (Federal Work Study, Registration Assistant – Chastain Campus)  
James Johnson (Metrology and Inspection Facilitator, Advanced Manufacturing)  
Gretchen Long (Program Success Coach and Mentor, Upward Bound – Indian River County)  
Olivia Naffziger (Federal Work Study, School of Nursing)

Luz Rivera-Cuevas (Residence Assistant, Upward Bound – Indian River County)

Cameron Smith (Program Specialist, Health Science)

Lindsay Verneret (Federal Work Study, School of Nursing)

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

Danielle Agahan (Radiologic Technology)

Gabrielle Brown (Practical Nursing)

Danielle Dammers (Practical Nursing)

Anthony D'Andrea (School of Business)

Jennifer DiTrapani (Biological Sciences)

Judith Emslie (Biological Sciences)

John Frank (School of Business)

Jeffrey Fryer (School of Business)

Sarah Houtrides (Cosmetology)

Curtis Johnson (School of Business)

Robert Kleinberg (Biological Sciences)

Tamisha McQueen (Adult Secondary Education)

Christopher Moore (Biological Sciences)

Shannon Reese (Radiologic Technology)

Matthew Rudow (Computer Information Technology)

David Stowe (Radiologic Technology)

Jason Walker (Biological Sciences)