



Indian River State College

DISTRICT BOARD OF TRUSTEES MEETING

Indian River State College – Massey Campus

Ben L. Bryan Administration Building, A301

3209 Virginia Avenue, Fort Pierce, FL 34981

August 25, 2026 – 1:30 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Reorganization of the Board – *Dr. Tim Moore*
 - a. Elect Chairperson
 - b. Elect Vice Chairperson
 - c. Approve the 2026/27 Board Meeting & Board Retreat Schedules
 - d. Recognition of Chair Luna
3. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
4. Recognition: *Dr. Tim Moore*
 - a. Retirement Recognition for Judy A. Smith – *21 years of service – recognized by Debra Castonguay*
 - b. Recognition of Indian River State College Health Occupation Students of America (HOSA) International Conference Winners who attended the International Conference in Indianapolis, June 16-21, 2026 – *Emlyn Anderson*
 - c. Recognition for Emlyn Anderson, Indian River State College HOSA Advisor who received the Award of Merit – Outstanding HOSA Advisor award at the HOSA International Conference and was also recognized as the College Club Advisor of the Year – *Dr. Patricia Gagliano*

- d. Team Members of the Month:
 - July 2026 – Kim Runge – *recognized by Dr. Stephanie Etter*
 - August 2026 – Anthony Thompson – *recognized by Pierre Pacheco*
- 5. Request approval of June 23, 2026 Board of Trustees Meeting Minutes – *Chair Thornton*
- 6. Open to Public Comment – *Chair Thornton*
- 7. President’s Report – *Dr. Tim Moore*
 - a. President’s Update
 - b. Calendar of Events for September 2026
- 8. Strategic Initiatives – *Dr. Michael Hageloh*
 - a. Strategic Initiatives Update – *Dr. Michael Hageloh*
 - b. Student Housing Project Proposal Update (*information only*) – *Dr. Hageloh & Attorney, Megan Schroder*
 - c. Request approval of a Resolution Authorizing the Negotiation of Terms and Presentation of a Proposed Transaction for the Potential Disposition of Certain Real Property Owned by Indian River State College - *Dr. Michael Hageloh & Attorney, Megan Schroder*
- 9. Biology, Pre-Engineering, and Advanced Manufacturing students’ collaboration to address citrus greening presentation – *Dr. Anthony Dribben, Dr. Natalia Chekhovskaya & Dr. Tom D’Elia*
- 10. SpaceX Visit – *Jim Howse & Troy Shearer*
- 11. Personnel & Compensation Committee Meeting Report – *Trustee Schirard*
- 12. Finance Committee Meeting Report – *Trustee George*
- 13. Academic Affairs & Charter Schools Governance Committee Meeting Report – *Trustee Conrado*
- 14. Facilities Committee Meeting Report – *Trustee Schirard*
- 15. Governance & Legislative Affairs Committee Meeting Report – *Trustee Kindell*

16. Consent Items: *Chair Thornton*

- a. Articulation Agreement between Florida International University and Indian River State College
- b. Clinical Affiliation Agreement:
 1. Light of the World Charities, d/b/a Little Lights Dentistry
- c. Independent Contractor Agreements:
 1. Addendum #01 to the Independent Contractor Agreement with Level Interactive, Inc.
 2. Metz Culinary Management, LLC
- d. Indian River State College Educational Internship Agreement with We Do AI
- e. Memorandum of Agreements with Indian River State College, Criminal Justice Institute:
 1. Fusion Geospatial, LLC
 2. International Holdings LLC DBA Emergency Response Diving International
 3. Suzanne Woodward
- f. Memorandum of Understanding between The Board of Trustees of Indian River State College and St. Edwards School for STEM Fair Mentorship Program
- g. Skillsoft LLC Order Form for 2026-27 Contract for Percipio Learning
- h. Full-Time Appointments:
 1. Angelina Alberto (Program Specialist, Nursing)
 2. Cheryl Askey (Social Worker/Mental Health Counselor, Clark Advanced Learning Center)
 3. Mayra Yesica Ayala (Assistant Registrar, Student Records)
 4. Assunta Bailey (Clerk, Small Business Development Center)
 5. TaTanisha Baker (Associate Vice President of Technology, Strategic Initiatives)
 6. Rachel Ariel Barnum (Admissions Counselor, Pruitt Campus)
 7. Chere Burres (Financial Aid Advisor, Pruitt Campus)
 8. Brian Butts (Assistant Professor I, Physical Sciences)
 9. Mireya Catalan (Admissions Counselor, Okeechobee County)
 10. Jennifer Chripczuk (Human Resources Benefits Partner, People and Culture)
 11. Joel Cook (Artificial Intelligence (AI) Technology Architect, Artificial Intelligence)
 12. Ashley Corsello (Library Public Services Coordinator, Learning Resources)

13. Timothy Dilger (Application Analyst - Student Information Systems, Advising and Career Services)
14. Kenneth Flanagan (Maintenance Technician Lead, Physical Plant - Chastain Campus)
15. Chathura Bambaranda Gamage (Assistant Professor I, Mathematics)
16. Ronald Graham (Assistant Director - Military and Veterans Services, Advising and Career Services)
17. Rebecca Hewitt (Head Softball Coach, Athletics)
18. Luann Hoyseth (Executive Director/Principal - Indiantown High School, Charter Schools)
19. Payton Hulsey (Assistant Men's Basketball Coach, Men's Basketball Athletics)
20. Anastazia Huryan (Teacher, Indiantown High School)
21. James Jeffers (Director of Faculty Professional Learning, Continuing and Adult Education)
22. Aleita Kinman (Assistant Professor I, Public Service Education)
23. Cortni Lawson (Assistant Professor I, School of Nursing)
24. Miranda Lee (Administrative Assistant II, Recruitment and Admissions)
25. Mercedes Loza (Custodian, Indiantown High School)
26. Jennifer Elizabeth Luna (Administrative Assistant II, Public Service Education)
27. Chelsea Martin (Student Conduct Case Manager, Student Conduct)
28. Jai Matthews (Teacher, Indiantown High School)
29. Corey Merritt (Groundskeeper, Grounds)
30. Max Parks (Assistant Professor I, Humanities)
31. Justin Ramirez (Groundskeeper, Grounds)
32. Lindsay Raya (Clerical Assistant, Criminal Justice Institute)
33. Britney Rhoads (Groundskeeper, Grounds)
34. Brooke Romance (Administrative Assistant II, Facilities)
35. Monica Rosenthal (Tutoring Center Specialist, Tutoring Centers)
36. Rachel Rouse (Assistant Professor I, School of Nursing)
37. Eric Schlossberg (Instructor, Hospitality and Culinary Management)
38. Melody Schmitt-Foreman (Tutoring Center Coordinator, Tutoring Centers)
39. Shawn Sickler (Maintenance, Physical Plant/Maintenance)
40. Geraldo Silva-Creighton (Assistant Professor I, School of Nursing)

41. Yvonne Soto (Adult Education Instructional Coordinator, Adult Secondary Education)
 42. Edzel St. Louis (Teacher, Indiantown High School)
 43. Eva Thall (Student Wellness Case Manager, Student Wellness)
 44. Bradey Wright (Assistant Professor I, Public Service Education)
- i. Retirements:
1. Kevin Cooper (Executive Director of Innovation and Business Development, Research and Institutional Effectiveness)
 2. Anna Hubbard (Associate Dean of Health Sciences, Health and Human Sciences)
 3. Elizabeth Raulerson (Associate Professor, Public Service Education)
 4. Glenn Sellan (Academy Coordinator I, Criminal Justice Institute)
 5. Jose Veliz (Technology Support Specialist, Computing Support Services)
 6. Michael Vogt (Assistant Professor II, Health Sciences)
 7. Elizabeth Zeiss (Associate Professor, Mathematics)
- j. Separation of Services:
1. Jessica Bejarano (Learning Management System (LMS) Coordinator, IRSC Online)
 2. Catiana Bois (Perkins Project Specialist, Business)
 3. Louis Caprino (Executive Dean of Public Services, Academic Affairs)
 4. Adam James Cox (Career Pathways Facilitator, Adult Secondary Education)
 5. Wendy DiTroia (Clerk, Public Service Education)
 6. Kari Eden (Administrative Assistant III, Academic Affairs)
 7. Lisa Lynn Embrey (Teacher, Indiantown High School)
 8. Jeraldine Foster Ewing (Interim Program Director - Educational Opportunity Center, Student Life)
 9. Aperl Glover (Custodian, Custodial)
 10. Aaron Goodale (Assistant Professor I, Public Service Education)
 11. Jena Green (Assistant Professor I, Health Science)
 12. Ida Johnson (Program Specialist, Educational Opportunity Center)
 13. Maygan Capri Johnson (Senior Director of Development, Advancement)
 14. Katlyn Klein (Academic Advisor, Pruitt)
 15. Asiya Krayee (Interim Records Specialist, Student Records)
 16. Tessa Lindberg (Assistant Softball Coach, Softball Athletics)

17. Winter Matos (Accounts Receivable Supervisor, Student Financials)
18. Tawanda Nyahasha (Assistant Professor I, English and Communications)
19. Tracie Pacheco (Assistant Professor I, Health Sciences)
20. Suzanne Prior (Career Coordinator, Clark Advanced Learning Center)
21. Jaime Raya (Clerical Assistant, Criminal Justice Institute)
22. Kerly Smith (Program Specialist, Educational Opportunity Center)
23. Davion Taylor (Receiving Clerk, Procurement)
24. Tina Thomas (Assistant Professor I, Physical Sciences)
25. Jennifer Tirado (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
26. Kathleen Walter (Public Relations Manager - Public Information Officer, Brand Experience)
27. Christina Westbrook (Academic Coordinator, Educational Talent Search)
- k. Regular Part-Time Appointments:
 1. Aaron Archer (Clerk, Mailroom)
 2. Monica Brooks (Admissions Specialist, Recruitment and Admissions)
 3. Gregory Gallagher (Public Safety Officer, Campus Safety)
 4. Olivia Howse (Chair Assistant, Physical Sciences)
 5. David Reichelt (Administrative and Technology Support, Campus Safety)
 6. Benjamin Tinajero (Chair Assistant, Graphic Design Technology)
- l. Part-Time Temporary Non-Instructional Appointments:
 1. Aryanna Alberts (Child Development Center Teacher Assistant, Child Development Center)
 2. Mary Donnelly-Keever (Administrative Assistant I, Advancement)
 3. Virginia Finica (Chair Assistant, Public Service Education)
 4. Adrian Gonzalez (Lifeguard/Instructor, Aquatics)
 5. Umbreen Janjua (Substitute Teacher, Clark Advanced Learning Center)
 6. Emma Kelly (Substitute Teacher, Clark Advanced Learning Center)
 7. Aniko Laduczki-Arms (Program Assistant, Biological Sciences)
 8. Charles Lindsay (Testing Assistant, Assessment Services)
 9. Caden Martinez (Lifeguard/Instructor, Aquatics)
 10. Elizabeth Outten (Tutor, Upward Bound - St. Lucie County)

11. Chase Richards (Lifeguard/Instructor, Aquatics)
12. Angelina Rubio (Testing Assistant, Assessment Services)
13. Pedro Sanchez (Program Specialist, Biological Sciences)
14. Susan Snyder (Testing Assistant, Assessment Services)
15. Alec Sonne (Lifeguard/Instructor, Aquatics)
16. Natasha Stephenson (CDL Training Facilitator, School of Continuing Education)
17. Isaiah Tuttle (Lifeguard/Instructor, Aquatics)
- m. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
 1. Khaleda Begum (Practical Nursing)
 2. Lamia Benyammine (Mathematics)
 3. Donna Bialon (English as a Second Language)
 4. Nathaniel Burley (Fire Science)
 5. KeAndrea Davis (Paralegal Studies)
 6. Jennifer Diaz (Criminal Justice)
 7. Enida Dode (Physical Sciences)
 8. Eve Ennis (English and Communications)
 9. Stacy Ferrari (Practical Nursing)
 10. Morgan Green (Criminal Justice)
 11. Christopher Kneidel (Criminal Justice)
 12. Shirley Maycock (English as a Second Language)
 13. Dadre McCreary (Criminal Justice)
 14. Jodi Richards (Mathematics)
 15. David Teitelbaum (Criminal Justice)
 16. Russell Voisin (Applied Technology)

17. Adjourn – *Chair Thornton*

Indian River State College, Mission Statement

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

IRSC is committed to:

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

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Reorganization of the Board

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

In accordance with section 1001.61, Florida Statutes, each Florida College System Institution Board of Trustees shall organize at its first regular meeting after July 1 of each year by **electing a chair**, whose duty as such is to preside at all meetings of the board, to call special meetings thereof, and to attest to actions of the board, and **a vice chair**, whose duty as such is to act as chair during the absence or disability of the elected chair. It is the further duty of the chair of each board of trustees to notify the Governor, in writing, whenever a board member fails to attend three consecutive regular board meetings in any one fiscal year, which absences may be grounds for removal. In addition, the **Board approves its meeting and retreat schedules for the year.**

ALTERNATIVE(S): N/A

FISCAL IMPACT: None

PRESIDENT'S RECOMMENDATION: Presides over reorganizational meeting

SUBMITTED BY: Dr. Tim Moore

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



District Board of Trustees

2026/27 Meeting Schedule

Meetings will be held where indicated on the 4th Tuesday of the month at 1:00 PM unless otherwise noted. Committee meetings will be held prior to the Board Meeting as needed.

August 25, 2026

1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

September 22, 2026

1:00 PM

Education Lab, Room 157

Indiantown High School, Indiantown

October 27, 2026

1:00 PM

Williamson Conference Center Auditorium, C112

IRSC Dixon Hendry Campus, Okeechobee

November 17, 2026

(One week prior to Thanksgiving Holiday)

1:00 PM

Board Room, A301

IRSC Massey Campus, Fort Pierce

January 26, 2027

1:00 PM

Wolf High Technology Center - Johnson Auditorium, C101

IRSC Chastain Campus, Stuart

February 23, 2027

1:00 PM

Richardson Center Auditorium, C105
IRSC Mueller Campus, Vero Beach

March 16, 2027

(One week prior to Spring Break)

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

April 27, 2027

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

May 25, 2027

1:00 PM

STEM Center Research Coast Auditorium, S108
IRSC Pruitt Campus, Port St. Lucie

June 22, 2027

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

August 24, 2027

1:00 PM

Board Room, A301
IRSC Massey Campus, Fort Pierce

*No Meetings in July or December



**District Board of Trustees
2026/27 Retreat Schedule**

Board Retreats will be held on a quarterly basis.

October 14, 2026

9:00 AM – 2:00 PM

Administration Building, Executive Conference Suite, A214
Massey Campus, Fort Pierce

February 10, 2027

11:00 AM – 4:00 PM

Administration Building, Executive Conference Suite, A214
Massey Campus, Fort Pierce

June 9, 2027

9:00 AM – 2:00 PM

Administration Building, Executive Conference Suite, A214
Massey Campus, Fort Pierce

TOPIC: Student Government Association (SGA) Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: ☐ ACTION/VOTE
☒ INFORMATION
☐ DISCUSSION

SUMMARY:

Makaria Sandlin will provide the monthly SGA Report.

- **Welcoming Every Campus, Together.** SGA partnered with Student Life to host welcome tents and grab-n-go breakfast spots at every single campus — Massey, Pruitt, Mueller, Chastain, and Dixon Hendry — making sure every student, no matter where they take classes, started the semester feeling seen and supported.
- **Building Pride and Community.** From the Blue vs. Gold Tailgate and Volleyball Game to the Fall Kickback with ramen and karaoke, SGA has and will continue to share moments early in the semester that build school spirit and help students form connections from day one.
- **Engaging Students as Citizens.** SGA will lead a college-wide National Voter Registration Day and Constitution Day alongside Professor Yankwitt's SALUTE Veterans Honor Society, every county's Supervisor of Elections, and Student Life. We will be present at every campus, helping students register to vote and reinforcing the college's commitment to civic engagement.
- **Growing Student Involvement.** Through Club Rush and Get Connected events at every campus, SGA will continue to help students discover clubs and organizations and get involved beyond the classroom.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Gracia Buzziz / Makaria Sandlin

DATE: 8/6/26

BOARD ACTION: None required

DATE: 8/25/26

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
RECOGNITION

TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

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

- a. Retirement Recognition for Judy A. Smith – 21 years of service – *recognized by Debra Castonguay*
- b. Recognition of Indian River State College Health Occupation Students of America (HOSA) International Conference Winners who attended the International Conference in Indianapolis, June 16-21, 2026 – *recognized by Emlyn Anderson*
- c. Recognition for Emlyn Anderson, Indian River State College HOSA Advisor who received the Award of Merit – Outstanding HOSA Advisor award at the HOSA International Conference and was also recognized as the College Club Advisor of the Year – *recognized by Dr. Patricia Gagliano*
- d. Team Members of the Month:
 - July 2026 – Kim Runge - *recognized by Dr. Stephanie Etter*
 - August 2026 – Anthony Thompson – *recognized by Pierre Pacheco*

SUBMITTED BY: Dr. Tim Moore

DATE: 8/6/26

BOARD ACTION: None required

DATE: 8/25/26

Recognition for Judy A. Smith



For your 21 years of service
at The River

SUBMITTED BY: Debra Castonguay / Dr. Tim Moore

DATE: 8/25/26

BOARD ACTION: None required

DATE: 8/25/26



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
RECOGNITION

The Indian River State College HOSA chapter leaders are proud INTERNATIONAL CHAMPIONS earning a Silver medal, Bronze medal, a plaque, \$500 scholarship, excellence pin, and 15 Excellence Award certificates at the HOSA Global–International Leadership Conference on June 16-21, 2026 at the Indianapolis Convention Center, Indiana.

Adding to the chapter's success, IRSC HOSA Advisor, Emlyn Anderson received International Recognition Award of Merit - for Outstanding HOSA Advisor, Postsecondary and was honored during the conference's Recognition Session Ceremony at the NFL Indianapolis Colts Lucas Oil Stadium with over 15,000 attendees from all 50 States and international HOSA Chapters from American Samoa, Canada, China, India, Korea, Taiwan, Turkey, Vietnam, Mexico, and Puerto Rico.

In alpha order, **Bryn Calderon duPlooy** received a Bronze medal for her main competitive event, Home Health Aide. She also received excellence award certificates for participating in 3 additional events including HOSA Happenings Chapter newsletter, and 2 National Geographic Learning Testing in Biology and Environmental Health. Bryn is a dual-enrolled student from the Chastain Campus and attends Clark Advanced Learning Center.

Petricia Lopilato received a Silver medal, plaque, and \$500 scholarship for her main competitive event, Biotechnology. She also received excellence award certificates for participating in 5 additional events including HOSA History Exam, Healthcare Issues Exam, and 3 National Geographic Learning Testing in Biochemistry, Anatomy and Physiology, and Genetics. Petricia just graduated from her BS Biology program. She has completed the MCAT and is applying to medical school.

Katie Perez was chosen as a voting delegate by the State Advisor to represent Florida. Her role included electing national officers and voting on proposed updates to HOSA bylaws. Katie participated in 5 additional events including HOSA History Exam, Healthcare Issues Exam, and 2 National Geographic Learning Testing in General Chemistry, and Human Heredity. Katie is from Indiantown and is completing her AA Degree – Biology preprofessional track.

In addition, **Emlyn Anderson** also received the Club Advisor of the Year award at the IRSC Student Life Awards Celebration hosted by the IRSC Office of Student Life. Emlyn was unable to attend the awards celebration because she was participating at the HOSA conference.

SUBMITTED BY: Emlyn Anderson & Dr. Patricia Gagliano

DATE: 8/25/26

BOARD ACTION: None required

DATE: 8/25/26



Indian River State College

JULY 2026 TEAM MEMBER OF THE MONTH

Kim Runge

*Administrative Assistant II, School of Adult & Continuing Education
Massey Campus, Fort Pierce*

Indian River State College is proud to recognize Kim Runge as the July 2026 Team Member of the Month.

Kim is so remarkably reliable and knowledgeable that she has earned the nickname "Super Kim" among her peers. This title fits her perfectly, as she truly seems capable of handling any challenge that comes her way. She consistently goes above and beyond her daily duties to ensure that her colleagues are fully supported and that our students' needs are always met.

Despite a recent structural reorganization that changed the departments she supports, Kim frequently steps up to assist colleagues across the college whenever they need her specific expertise, proving that her collaborative spirit transcends departmental boundaries. Kim has never shied away from hard work and remains a cornerstone of dependability.

Kim has an unparalleled ability to seamlessly manage the complex needs of numerous areas, gracefully handling everything from event setups to last minute supply orders, shifting budget processes and offering scheduling support outside of her normal duties. Her relentless dedication, foresight, and adaptability make her an absolute cornerstone of our team, and we are incredibly proud to celebrate her exceptional contributions.

Kim's consistent hard work, unwavering dependability, and selfless approach to service are invaluable to our institution. She continuously supports anyone in need of assistance, completely disregarding whether a task falls under her official job description or not.

Kim's colleagues are grateful for her ongoing support and strongly believe she is highly deserving of the Team Member of the Month Award.

CONGRATULATIONS KIM!



Indian River State College

AUGUST 2026 TEAM MEMBER OF THE MONTH

Anthony Thompson

High Liability Coordinator, Public Service Education
Massey Campus, Fort Pierce

Indian River State College is proud to recognize Anthony Thompson as the August 2026 Team Member of the Month.

As our High Liability Coordinator, Anthony manages our highest-risk training areas—including firearms, defensive tactics, first aid, vehicle operations, and use of force training. Over the past 4 ½ years, his exceptional leadership has kept our programs ahead of evolving state standards while keeping students safe.

Anthony's key contributions to the public safety training programs include successfully transitioning high-liability programs to modern FDLE standards, with proactive preparation already underway for the 2027 vehicle operations changes; transitioning instructor certification models to specialized handgun, rifle and shotgun framework, raising the quality and specificity of instruction, and through proactive maintenance and quick intervention, Anthony prevented a second catastrophic failure of the range auger system saving an estimated \$10,000 in repairs and ensuring uninterrupted training operations.

Anthony sets the standard for professionalism in a high-pressure environment. He balances rigid safety requirements with a supportive teaching style, earning the respect of peers, leadership, and students alike. His dedication directly improves the quality of first responders entering the field to serve our communities.

Anthony perfectly balances strict professional standards with a supportive teaching style. Thank you for your dedication, Anthony!

CONGRATULATIONS ANTHONY!



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the June 23, 2026 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY: Request approval of the June 23, 2026 Board Meeting Minutes.

SUBMITTED BY: Chair Thornton

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26

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

June 23, 2026

The regular meeting of the District Board of Trustees of Indian River State College was held on June 23, 2026, beginning at 1:00 PM in the Ben L. Bryan Administration Building, Board Room, A301 on the Massey Campus of Indian River State College in Fort Pierce, FL.

REGULAR MEETING

Those present:

ATTENDANCE

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

Absent:

Jose Conrado, Indian River County
Christa Luna, Okeechobee County

Also Present:

Timothy E. Moore, Ph.D., President
Kevin Hyde, General Counsel
Suzanne Parsons, Executive Manager, Recorder

Others present:

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

Heather Belmont, Vice President of Academic Affairs

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

Beth Gaskin, Vice President for Student Success

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

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

Don Bergmann, Chief of Campus Safety

**TaTanisha Baker, Associate Vice President of
Technology**

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

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

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

**Lindsay Skully, Associate Vice President of Brand
Experience**

**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**

Scott Stein, Executive Dean of Liberal Arts

**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

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

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

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

Annette Bracero, Director of Financial Aid

Rechelle Brown, Director of Student Financials

Ashley Richmond, Director of Research & Reports

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

Scott Kimmelman, Athletic Director

Meaghan Ashurst, Staff

Giovanni Barbieri, Staff

Richard Barines, Staff

Gracia Buzziz, Staff

James Crocco, Staff

Karen Diaz, Staff

TJ Jackson, Staff

Maria Johnson, Staff

Hudson Lana, Staff

Lorayne Medina, Staff

Livya Medina Gonzalez, Staff
Zujey Perez, Staff
Jared Queen, Staff
Jesus Sanchez, Staff
Makaria Sandlin, SGA President
Khathy Truong, SGA Vice President
Tennyson McLaughlin, SGA Secretary
Caleb Pierre, SGA Treasurer
Julia Heredia, SGA Press Secretary
Praveen Toteja, EHR Evolution

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

CALL TO ORDER

Makaria Sandlin, SGA President, presented to
the Board, for its information, the SGA Report.

STUDENT GOVERNMENT
ASSOCIATION (SGA)
REPORT

Makaria reported the following:

▪ Introduction of new 2026-27 SGA Executive

Board Members:

- President – Makaria Sandlin**
- Vice President – Khathy Truong**
- Secretary – Tennyson McLaughlin**
- Treasurer – Caleb Pierre**
- Press Secretary – Julia Heredia**

▪ Recap of the Academic Year 2024/25

Engagement Outcomes

Vice Chair Thornton thanked Makaria for her report.

Vonrick Alexander presented to the Board, for recognition, Jessica Baumann who was selected as a Top 10 Honoree nationwide for the Society for Human Resource Management Everyday Hero Award.

**RECOGNITION
JESSICA BAUMANN
SELECTED AS A TOP 10
HONOREE NATIONWIDE
FOR THE SHRM
EVERYDAY HERO AWARD**

President Moore and the Board congratulated Jessica on her accomplishment.

Jesus Sanchez and Rechelle Brown recognized the following Team Members of the Month:

**TEAM MEMBERS OF THE
MONTH**

- May 2026 – Richard Barines
- June 2026 – Karen Diaz

**MAY 2026 – RICHARD
BARINES
JUNE 2026 – KAREN DIAZ**

President Moore and the Board congratulated Richard and Karen on their accomplishments and presented them with their Team Member of the Month Coins.

Vice Chair Thornton requested a motion to approve the minutes of the May 19, 2026 Board Meeting. Also included in the packet, for information, were the June 3, 2026 Board Retreat Meeting Minutes.

**REQUEST APPROVAL OF
THE MAY 19, 2026 BOARD
MEETING MINUTES**

On a motion by Tony George, seconded by Brant Schirard and passed by the Board, the minutes of the May 19, 2026 Board Meeting were approved.

**MOTION TO APPROVE
THE MAY 19, 2026 BOARD
MEETING MINUTES**

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

**OPEN TO PUBLIC
COMMENT**

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

PRESIDENT’S REPORT

- President Moore congratulated Jessica, Richard and Karen on their accomplishments.
- Reminder ~ there is no Board Meeting in July and the 4-day summer work schedule will conclude on August 7th. The five day work week resumes on August 10th.
- The next Board Meeting is the reorganizational meeting of the Board and will take place on August 25, 2026 at 1 PM in the Board Room, A301.
- Dr. Moore wished everyone a relaxing and enjoyable summer.

President Moore presented to the Board, for its information, the Calendar of Events for July and August 2026.

CALENDAR OF EVENTS

Dr. Michael Hageloh presented the Strategic Initiatives Report:

STRATEGIC INITIATIVES

Dr. Hageloh introduced TaTanisha “Ta” Baker, our new Associate Vice President of Technology. Ta just joined us yesterday.

**INTRODUCTION OF
TATANISHA “TA” BAKER,
ASSOCIATE VICE
PRESIDENT OF
TECHNOLOGY**

Dr. Hageloh presented to the Board, for its approval, a Resolution Authorizing the Marketing and Solicitation of offers for the Potential Disposition of Certain Real Property Owned by Indian River State College.

**RESOLUTION
AUTHORIZING THE
MARKETING &
SOLICIATION OF OFFERS
FOR THE POTENTIAL
DISPOSITION OF
CERTAIN REAL
PROPERTY OWNED BY
THE COLLEGE**

On a motion made by Susie Caron, seconded by Brant Schirard, and passed by the Board, with one dissenting vote, the Resolution Authorizing the Marketing and Solicitation of offers for the Potential Disposition of Certain Real Property Owned by Indian River State College was approved.

**MOTION ON RESOLUTION
AUTHORIZING THE
MARKETING &
SOLICIATION OF OFFERS
FOR THE POTENTIAL
DISPOSITION OF
CERTAIN REAL
PROPERTY OWNED BY
THE COLLEGE**

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

**FINANCE COMMITTEE
MEETING REPORT**

On a motion by Tony George, seconded by Susan Caron and passed by the Board, the following Finance Committee Meeting items were approved and/or presented for information only:

**MOTION ON FINANCE
COMMITTEE MEETING
ITEMS**

1. 2025-26 Budget Amendments:

**2025/26 BUDGET
AMENDMENTS NO. 12 &
13**

- a. No. 12 – Fund 1 - Current Fund –
Unrestricted**

b. No. 13 – Fund 7, Unexpended Plant	
2. Fiscal Year 2027 Proposed Budget for Fund 1 – Current Fund, Unrestricted and Fund 7 – Unexpended Plant	FY 2027 PROPOSED BUDGET FOR FUND 1 – CURRENT FUND, UNRESTRICTED & FUND 7 – UNEXPENDED PLANT
3. 2026/27 Student Activities and Services Budget	2026/27 STUDENT ACTIVITIES & SERVICES BUDGET
4. First Amendment to the ADP, Inc. Global Master Services Agreement and ADP Change Order #CO-09429	1 ST AMENDMENT TO ADP, INC. GLOBAL MSA & ADP CHANGE ORDER #CO- 09429
5. Cognizant Project Change Order #CO012 – PROJ_70873/IRSC – AMS/CVS	COGNIZANT PROJECT CHANGE ORDER #CO012
6. Pathify Partial Year Extension	PATHIFY PARTIAL YEAR EXTENTION
7. Ellucian Management Services Statement of Work	ELLUCIAN MANAGEMENT SERVICES STATEMENT OF WORK
8. EHR Evolution Additional Statements of Work for the Master Professional Services Agreement:	EHR EVOLUTION ADDITIONAL SOW FOR THE MASTER PROFESSIONAL SERVICES AGREEMENT
a. #02525_1_R2 Indian River State College SOW Interim CIO Renewal	#02525_1_R2 IRSC SOW INTERIM CIO RENEWAL
b. #02525_2_R2 Indian River State College SOW_PMO Services Renewal	#02525_2_R2 IRSC SOW_PM SERVICES RENEWAL
c. #02525_4_R2 Indian River State College SOW Data Warehouse Renewal	#02525_4_R2 IRSC SOW DATA WAREHOUSE RENEWAL

d. #02525_8_R1 Indian River State College SOW Executive Coordinator Renewal	#02525_8_R1 IRSC SOW EXECUTIVE COORDINATOR RENEWAL
e. #02525_14_R1 Indian River State College SOW ADP PM Renewal	#0252_14_R1 IRSC SOW ADP PM RENEWAL
f. #02525_15 Indian River State College SOW College Security+	#02525_15 IRSC SOW COLLEGE SECURITY+
9. Indian River State College Public Media Audited Financial Statements for the year ending June 30, 2025 and Public Media Update (<i>information only</i>)	IRSC PUBLIC MEDIA AUDITED FINANCIAL STATEMENT FOR YEAR ENDING JUNE 30, 2025 & PUBLIC MEDIA UPDATE (<i>INFORMATION ONLY</i>)
10. Condensed Financial Report and Highlights for April 2026 (<i>information only</i>)	CFR & HIGHLIGHTS FOR APRIL 2026 (<i>INFORMATION ONLY</i>)
Brant Schirard reported on the Personnel & Compensation Committee Meeting held earlier in the day.	PERSONNEL & COMPENSATION COMMITTEE MEETING REPORT
On a motion made by Brant Schirard, seconded by Melissa Kindell, and passed by the Board, the following Personnel & Compensation Committee Meeting item was approved:	MOTION ON PERSONNEL & COMPENSATION COMMITTEE MEETING ITEM
1. 2026/27 Executive, Administrative & Managerial/Professional Appointments or Reappointments	2026/27 EXECUTIVE, ADMINISTRATIVE & MANAGERIAL/ PROFESSIONAL APPOINTMENTS OR REAPPOINTMENTS

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

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

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

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

1. 2026/27 Indian River State College E-Catalog
2. 2025/26 Deletion of Courses
3. Clark Advanced Learning Center items:
 - a. Fiscal Year 2025/26 Financial Audit Engagement Letter
 - b. 2026/27 Charter School Operations, PECO and Local Capital Improvement Revenue (LCIR) Budget
 - c. Student Handbook & Code of Conduct for the 2026/27 School Year
 - d. Agreement for Food Service with The School Board of Martin County, Florida
 - e. Internal Dual Enrollment Articulation Agreement between the Indian River State College Board of Trustees and Clark Advanced Learning Center

**2026/27 COLLEGE E-
CATALOG
2025/26 DELETION OF
COURSES
CLARK ADV LEARNING
CTR ITEMS
FY 2025/26 FINANCIAL
AUDIT ENGAGEMENT
LETTER**

**2026/27 CHARTER
SCHOOL OPERATIONS,
PECO & LCIR BUDGET**

**STUDENT HANDBOOK &
CODE OF CONDUCT FOR
2026/27 SCHOOL YEAR**

**AGREEMENT FOR FOOD
SERVICE WITH THE
SCHOOL BOARD OF
MARTIN COUNTY, FL
INTERNAL DUAL
ENROLLMENT
AGREEMENT BETWEEN
IRSC BOARD OF
TRUSTEES & CLARK
ADVANCED LEARNING
CENTER**

4. Indiantown High School items:

- a. Fiscal Year 2025/26 Financial Audit Engagement Letter**
- b. 2026/27 Charter School Operations, PECO and Local Capital Improvement Revenue (LCIR) Budget**
- c. Agreement for Food Service with The School Board of Martin County, Florida**
- d. Agreement for AVIDEX Audiovisual Solution Proposal**

**INDIANTOWN HIGH SCHOOL ITEMS
FY 2025/26 FINANCIAL AUDIT ENGAGEMENT LETTER**

2026/27 CHARTER SCHOOL OPERATIONS, PECO & LCIR BUDGET

AGREEMENT FOR FOOD SERVICE WITH THE SCHOOL BOARD OF MARTIN COUNTY, FL

AGREEMENT FOR AVIDEX AUDIOVISUAL SOLUTION PROPOSAL

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 Tony George and passed by the Board, the following Facilities Committee Meeting items were approved:

MOTION ON FACILITIES COMMITTEE MEETING ITEMS

- 1. Florida College System Capital Improvement Plan & Legislative Budget Request for Fiscal Year 2027/28**
- 2. Proposal for Professional Services for the Renovations for the Clark Advanced Learning Center Remodel from Spiezle Architectural Group, Inc.**

FCS CAPITAL IMPROVEMENT PLAN & LEGISLATIVE BUDGET REQUEST FOR FY 2027/28

PROPOSAL FOR PROF SERVICES FOR THE RENOVATIONS FOR THE CLARK REMODEL FROM SPIEZLE ARCHITECTURAL GROUP, INC.

- | | |
|---|--|
| <p>3. Vote Postponed – Proposal from Jacquin & Sons Construction for the W Building Renovations on the Massey Campus</p> | <p>VOTE POSTPONED – JACQUIN & SONS CONSTRUCTION FOR THE W BLDG RENOVATION ON MASSEY CAMPUS</p> |
| <p>4. Advanced Roofing Proposals:</p> <p style="padding-left: 40px;">a. Indian River State College Massey Campus, Building A</p> <p style="padding-left: 40px;">b. Indian River State College Pruitt Campus, Building J Library</p> | <p>ADVANCED ROOFING PROPOSALS: MASSEY CAMPUS – BUILDING A</p> <p>PRUITT CAMPUS – BUILDING J LIBRARY</p> |
| <p>5. Memorandum of Understanding for Stuart/Martin Chamber of Commerce</p> | <p>MOU FOR STUART/MARTIN COUNTY CHAMBER OF COMMERCE</p> |
| <p>6. Charles Perry Partners, Inc. Change Orders:</p> <p style="padding-left: 40px;">a. Change Order #01 – Indian River State College Pruitt Campus, J Building, Student Success Renovation per proposal dated 11-11-25</p> <p style="padding-left: 40px;">b. Change Order #4 – Indian River State College Blackburn Educational Building</p> | <p>CPPI CHANGE ORDERS:</p> <p>#01 – IRSC PRUITT CAMPUS J BLDG, STUDENT SUCCESS RENOVATION PER PROPOSAL DATED 11-11-25</p> <p>#4 – IRSC BLACKBURN EDUCATIONAL BUILDING</p> |
| <p>7. Construction Agreements:</p> <p style="padding-left: 40px;">a. Jacquin & Sons Construction – Hurricane Recovery & Disaster Repairs – Chastain, Indiantown, Maintenance, Massey, Mueller & Pruitt Campuses</p> | <p>CONSTRUCTION AGRMTS: JACQUIN & SONS CONSTRUCTION – HURRICANE RECOVERY & DISASTER REPAIRS – CHASTAIN, INDIANTOWN, MAINTENANCE, MASSEY, MUELLER & PRUITT CAMPUSES</p> |

- b. Paul Jacquin & Son's Construction –
Chastain Campus Café Flooring
- c. Paul Jacquin & Son's Construction –
Maintenance Office Floor Replacement
- d. LEGO Construction – Hurricane Recovery
& Disaster Repairs – Chastain, Indiantown,
Maintenance, Massey, Mueller & Pruitt
Campuses

PAUL JACQUIN & SON'S
CONSTRUCTION –
CHASTAIN CAMPUS
CAFÉ FLOORING
PAUL JACQUIN & SON'S
CONSTRUCTION –
MAINTENANCE OFFICE
FLOOR REPLACEMENT
LEGO CONSTRUCTION –
HURRICANE RECOVERY
& DISASTER REPAIRS –
CHASTAIN, INDIANTOWN,
MAINTENANCE, MASSEY,
MUELLER & PRUITT
CAMPUSES

5. Independent Contractor Agreements:

- a. Airstron Mechanical
- b. Care Security Systems
- c. Care Security Systems
- d. CI South Florida, LLC
- e. Precision Automation, Inc.
- f. Spiezle Architectural Group, Inc.

INDEPENDENT
CONTRACTOR AGRMTS:
AIRSTRON MECHANICAL

CARE SECURITY
SYSTEMS
CARE SECURITY
SYSTEMS
CI SOUTH FLORIDA, LLC

PRECISION
AUTOMATION, INC.
SPIEZLE
ARCHITECTURAL
GROUP, INC.

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 Tony George, and passed by the Board, the following Governance & Legislative Affairs Committee Meeting items were approved:

MOTION ON
GOVERNANCE &
LEGISLATIVE AFFAIRS
COMMITTEE MEETING
ITEM

1. Final Reading for updates to the following Board Policies:	FINAL READING FOR THE FOLLOWING BOARD POLICIES
a. Board Policy #0131 – <i>Legislative Policymaking</i>	#0131 – <i>LEGISLATIVE POLICYMAKING</i>
b. Board Policy #0131.1 – <i>Technical Changes</i>	#0131.1 – <i>TECHNICAL CHANGES</i>
c. Board Policy #0141 – <i>Conflict of Interest</i>	#0141 – <i>CONFLICT OF INTEREST</i>
d. Board Policy #0169.1 – <i>Public Participation at Board Meetings</i>	#0169.1 – <i>PUBLIC PARTICIPATION AT BOARD MEETINGS</i>
e. Board Policies #1200, #2200 & #3200 – <i>Employee Standards of Conduct</i>	#1200, #2200 & #3200 – <i>EMPLOYEE STANDARDS OF CONDUCT</i>
f. Board Policies #1440, #2440 & #3440 – <i>Political Activities</i>	#1440, #2440 & #3440 – <i>POLITICAL ACTIVITIES</i>
g. Board Policy #4240 – <i>Textbook/Course Material Affordability and Transparency</i>	#4240 – <i>TEXTBOOK/ COURSE MATERIAL AFFORDABILITY & TRANSPARENCY</i>
2. Preliminary Reading for updates to the following Board Policies:	PRELIMINARY READING FOR UPDATES TO THE FOLLOWING BOARD POLICIES
a. Board Policy #5210 – <i>Academic Honesty</i>	#5210 – <i>ACADEMIC HONESTY</i>
b. Board Policy #5330 – <i>Hazing</i>	#5330 – <i>HAZING</i>
c. Board Policy #6110 – <i>Sponsored Programs</i>	#6110 – <i>SPONSORED PROGRAMS</i>
d. Board Policy #6152 – <i>Student Activity and Service Fees</i>	#6152 – <i>STUDENT ACTIVITY & SERVICE FEES</i>

e. Board Policy #6325 – *Procurement*

#6325 – *PROCUREMENT*

f. Board Policy #8822 – *Artificial
Intelligence*

**#8822 – *ARTIFICIAL
INTELLIGENCE***

Vice Chair Thornton requested a motion on the
Consent Items.

CONSENT ITEMS

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

**MOTION ON CONSENT
ITEMS**

a. Addendum #02 to Independent Contractor
Agreement with Acro Service Corp

**ADDENDUM #02 TO
INDEPENDENT
CONTRACTOR AGRMT
WITH ACRO SERVICE
CORP
CLINICAL AFFILIATION
AGREEMENT WITH STEP
UP REHAB, LLC**

b. Clinical Affiliation Agreement with Step Up
Rehab, LLC

c. Clinical Experience Agreement between The
School Board of Imagine School at South
Indian River County, LLC, Florida and Indian
River State College

**CLINICAL EXPERIENCE
AGREEMENT BETWEEN
THE SCHOOL BOARD OF
IMAGINE SCHOOL AT
SOUTH INDIAN RIVER
COUNTY, LLC, FL &
INDIAN RIVER STATE
COLLEGE**

d. Comcast Business Service Orders &
Disconnect Request Form

**COMCAST BUSINESS
SERVICE ORDERS &
DISCONNECT REQUEST
FORM**

e. Consulting Agreements:

**CONSULTING
AGREEMENTS:
CAPITAL ALLIANCE
GROUP, LLC
CRAIG FUGATE
CONSULTING, LLC
A.J. GOKCEK, ESQ.**

1. Capital Alliance Group, LLC

2. Craig Fugate Consulting, LLC

3. A.J. Gokcek, Esq.

f. Cooperative Agreement between Indian River State College and The School Board of St. Lucie County, Florida	COOPERATIVE AGREEMENT BETWEEN THE COLLEGE & THE SCHOOL BOARD OF ST. LUCIE COUNTY, FL
g. D. Stafford & Associates Part-Time Clergy Consultant Agreement Addendum	D. STAFFORD & ASSOCIATES PT CLERGY CONSULTANT AGREEMENT ADDENDUM
h. Facilitation for Exercise and Training Agreement with the University of Miami, on behalf of its Gordon Center for Simulation and Innovation in Medical Education	FACILITATION FOR EXERCISE & TRAINING AGREEMENT WITH UM, ON BEHALF OF ITS GORDON CENTER FOR SIMULATION & INNOVATION IN MEDICAL EDUCATION
i. Florida Power & Light Contract for Indian River State College Continuing Training for Fire Brigade Requalification Training	FP&L CONTRACT FOR COLLEGE CONTINUING TRAINING FOR FIRE BRIGADE REQUALIFICATION TRAINING
j. Memorandum of Agreement between Indian River State College, Criminal Justice Institute and Cisco Strategic Studies, LLC	MOA BETWEEN THE COLLEGE, CRIMINAL JUSTICE INSTITUTE & CISCO STRATEGIC STUDIES, LLC
k. Memorandum of Agreement between Indian River State College and the City of Port St. Lucie, Florida	MOA BETWEEN THE COLLEGE AND THE CITY OF PORT ST. LUCIE, FL
l. Memorandum of Agreement between Indian River State College, School of Education and South Florida Technical Rescue Training, LLC	MOA BETWEEN INDIAN RIVER STATE COLLEGE, SCHOOL OF ED & SOUTH FLORIDA TECHNICAL RESCUE TRAINING, LLC

m. Memorandum of Understanding between Indian River State College and United States Air Force Auxiliary – Civil Air Patrol (CAP) Florida Wing	MOU BETWEEN THE COLLEGE AND USAFA – CAP FLORIDA WING
n. Non-Referral Source Certification for Columbia Hospital Corporation of South Broward, HCA Healthcare, Inc. and any and all Affiliates	NON-REFERRAL SOURCE CERTIFICATION FOR COLUMBIA HOSPITAL CORP OF SOUTH BROWARD, HCA HEALTHCARE, INC & ANY AND ALL AFFILIATES
o. Okta Renewal for 2026/27	OKTA RENEWAL FOR 2026/27
p. Property Surplus and Inventory Write-off	PROPERTY SURPLUS & INVENTORY WRITE-OFF
q. Renewal Agreement with Instructure for Canvas Certified Programs for 2026/27	RENEWAL AGREEMENT W/INSTRUCTURE FOR CANVAS CERTIFIED PROGRAMS FOR 2026/27
r. UCO Customer Agreement between Mahoney Environmental Solutions, LLC and Indian River State College	UCO CUSTOMER AGREEMENT BETWEEN MAHONEY ENVIRONMENTAL SOLUTIONS, LLC AND THE COLLEGE
s. Full-Time Appointments	FULL-TIME APPOINTMENTS
t. Retirement	RETIREMENT
u. Separations of Service	SEPARATIONS OF SERVICE
v. Part-Time Temporary Non-Instructional Appointments	PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS
w. Regular Part-Time Appointments	REGULAR PART-TIME APPOINTMENTS
x. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED	PART-TIME INSTRUCTIONAL CERTIFICATIONS

**Vocational Credit; Vocational Supplemental;
and Vocational Preparatory)**

There being no further business, the meeting ADJOURNMENT
adjourned at 1:42 PM.

Milo Thornton
Vice 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 provided the presiding officer has first issued a warning 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

Revised 6/23/26

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Adopted: October 17, 2023

Last Revised: June 23, 2026

Legal References:

- [F.S. 120.525\(1\)\(2\)](#)
 - [F.S. 286.0105](#)
 - [F.S. 286.011](#)
 - [F.S. 286.0114](#)
 - [F.S. 1001.64](#)
 - [F.S. 1001.65](#)
-



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

Monthly President's Report:

- a. President's Update
 - ❖ Fall Kickoff - New Student Orientation – *Beth Gaskin*
- b. Calendar of Events for September 2026
 - ❖ September 7th – Labor Day Holiday, College Closed
 - ❖ September 22nd – Board Meeting, Indiantown High School, 1 PM

SUBMITTED BY: Dr. Tim Moore

DATE: 8/25/26

BOARD ACTION: None required

DATE: 8/25/26



**Indian River
State College**

**Board of Trustees
Calendar of Events
September 2026**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 Labor Day Holiday College Closed	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Board Meeting, Indiantown High School, 19000 Citrus Blvd., Indiantown, 1 PM	23	24	25	26
27	28	29	30			



Indian River
State College

DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION & ACTION**

TOPIC: Strategic Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X ACTION/VOTE
 X INFORMATION
 DISCUSSION

SUMMARY:

- a. Strategic Initiatives update (*information only*) – Dr. Michael Hageloh
- b. Student Housing Project Proposals Update (*information only*) – Dr. Michael Hageloh & Attorney Megan Schroder
- c. Request approval of a Resolution Authorizing the Negotiation of Terms and Presentation of a Proposed Transaction for the Potential Disposition of Certain Real Property Owned by Indian River State College - Dr. Michael Hageloh & Attorney, Megan Schroder

ALTERNATIVE(S): Not approve the Resolution

FOR CONTRACTS: N/A

PRESIDENT’S RECOMMENDATION: Recommend approval of the Resolution.

SUBMITTED BY: Dr. Michael Hageloh

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26

**Resolution Authorizing the Negotiation of Terms and Presentation of a
Proposed Transaction for the Potential Disposition of Certain Real Property
Owned by Indian River State College**

WHEREAS, Indian River State College (the “College”) is a Florida College System institution governed by its District Board of Trustees (the “Board”) pursuant to Part III of Chapter 1004, Florida Statutes; and

WHEREAS, pursuant to section 1001.64(37), Florida Statutes, the Board is authorized to purchase, acquire, receive, hold, own, manage, lease, sell, dispose of, and convey title to real property in the best interests of the College; and

WHEREAS, pursuant to section 1001.64(27), Florida Statutes, the Board is responsible for managing and protecting real and personal property acquired or held in trust for the use and benefit of the College; and

WHEREAS, Indian River Real Estate Inc. (“DSO”), was created to operate in a manner consistent with the purposes, goals, and objectives of the Board and the College, and pursuant to Section 1004.70, Florida Statutes, operates exclusively to receive, hold, invest and administer assets and property, and make expenditures for the benefit of the College; and

WHEREAS, the College owns certain real property consisting of approximately 102.34 acres comprised of nine (9) parcels located North of Edwards Road and West of South 25th Street in Fort Pierce, St. Lucie County, Florida, (the “Property”), and the Board is considering the potential disposition of the Property; and

WHEREAS, by prior resolution the Board authorized and directed the DSO to market the Property and to solicit, receive, and preliminarily evaluate offers, proposals, or expressions of interest from third parties concerning the potential purchase or other disposition of the Property; and

WHEREAS, the DSO, in accordance with that prior authorization received four (4) offers from prospective purchasers for the potential purchase of the Property, and has preliminarily evaluated the proposals; and

WHEREAS, the Board now desires to authorize the DSO to undertake further activities, including negotiating the terms and conditions of a potential transaction for the disposition of the Property, and to present a proposed transaction to the Board for its consideration; and

WHEREAS, any final disposition of the Property shall remain subject to approval by the Board and compliance with all applicable laws, regulations, and College policies, and this Resolution does not constitute authorization to sell, convey, or otherwise dispose of the Property, and any proposed sale of the Property shall require separate Board approval at a future Board meeting; and

NOW, THEREFORE, BE IT:

RESOLVED, that all of the foregoing recitals are true and correct, and are incorporated into and made a part of this Resolution as if fully set forth herein; and

FURTHER RESOLVED, that the Board hereby authorizes and the DSO, acting through its Executive Director, to negotiate the terms and conditions of a potential transaction for the purchase or other disposition of the Property with one or more prospective purchasers, and to prepare and present a proposed transaction to the Board for its consideration; and

FURTHER RESOLVED, that any negotiation conducted pursuant to this Resolution shall be undertaken in a manner designed to obtain the most competitive and favorable terms reasonably available in the best interests of the College; and

FURTHER RESOLVED, that this Resolution authorizes negotiation and presentation of a proposed transaction only, and does not constitute authorization to sell, convey, or otherwise dispose of the Property, and does not authorize the DSO to execute any binding agreement or otherwise commit to the sale or disposition of the Property; any proposed transaction shall be presented to the Board for separate consideration and approval at a future Board meeting, and the Board shall remain the final decision maker with respect to any disposition of the Property; and

FINALLY RESOLVED, that this Resolution shall take effect immediately upon adoption by the Board.

IN WITNESS WHEREOF, the undersigned have executed this Resolution on behalf of the Board of Trustees of Indian River State College, effective as of the 25th day of August, 2026.

By: _____

Chair of the Board

Milo Thornton

Attest: _____

Secretary of the Board

Timothy E. Moore, Ph.D.



AGENDA ITEM NO. 9
DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Biology, Pre-Engineering, and Advanced Manufacturing students' collaboration to address citrus greening.

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

Breaking down the barriers between science and engineering, Indian River State College is empowering students to solve real-world challenges through a USDA-supported interdisciplinary initiative. Biology, Pre-Engineering, and Advanced Manufacturing students are collaborating to develop biological models and design a prototype inoculation device to advance citrus greening research. By transforming research ideas into working prototypes, students gain invaluable experience in innovation, teamwork, and advanced manufacturing while building the interdisciplinary skills that are shaping the future of biotechnology and agriculture.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Tom D'Elia, Natalia Chekhovskaya &
Dr. Anthony Dribben

DATE: 8/6/26

BOARD ACTION: None Required

DATE: 8/25/26



DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
INFORMATION**

TOPIC: SpaceX Visit

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

Jim Howse and Troy Shearer will provide an update on the SpaceX Visit to the College on August 5, 2026.

SUBMITTED BY: Jim Howse & Troy Shearer

DATE: 8/25/26

BOARD ACTION: None required

DATE: 8/25/26



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Personnel & Compensation Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

Report on the Personnel & Compensation Committee held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Brant Schirard

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Finance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Tony George

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
ACTION**

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 Jose Conrado

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Facilities Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Brant Schirard

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Governance & Legislative Affairs Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Melissa Kindell

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUBMITTED BY: Dr. Tim Moore

DATE: 8/25/26

BOARD ACTION:

DATE: 8/25/26



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Articulation Agreement between Florida International University and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

The purpose of this Agreement is to facilitate the admission and transfer of IRSC students, including those in the **FIU Connect4Success (C4S)** guaranteed transfer pathway, from the IRSC Associate in Science (AS) degree in Hospitality and Tourism to the FIU Bachelor of Science (BS) degree in Hospitality and Tourism Management. This Agreement also establishes articulated rules for four courses transferable from the AS to BS degree.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. TERM: 3 years (10/14/25 – 10/14/28), may be renewed for two (2) additional three-year terms
2. FISCAL IMPACT: N/A
3. TERMINATION TERMS: 30 days written notice by either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Calvin Williams

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



FIU Connect4Success

ARTICULATION AGREEMENT

Between
Florida International University
and
Indian River State College

I. Parties

This Articulation Agreement (the “Agreement”) is made by and between The Florida International University Board of Trustees, a public body corporate of the State of Florida (FIU) on behalf of The Chaplin School of Hospitality and Tourism Management, and The Indian River State College District Board of Trustees (IRSC), a State of Florida public educational institution that is part of the Florida College System (FCS). FIU and IRSC are hereafter individually referred to as the “Party” or collectively as the “Parties.”

II. Purpose

The purpose of this Agreement is to facilitate the admission and transfer of IRSC students, including those in the **FIU Connect4Success (C4S)** guaranteed transfer pathway, from the IRSC Associate in Science (AS) degree in Hospitality and Tourism to the FIU Bachelor of Science (BS) degree in Hospitality and Tourism Management. This Agreement also establishes articulated rules for four courses transferable from the AS to the BS degree.

III. C4S Goals and Student Eligibility

C4S has two overarching goals: (1) provide students with access to postsecondary educational opportunities, and (2) develop evidence-based transfer affirming and receptive practices for successful transfer and timely degree completion. These goals support and enhance the State of Florida’s commitment to articulation between its public colleges and universities and positively impact student success outcomes.

As one of FIU’s admission pathways, C4S offers a guided transfer pathway to students who earn the AA or articulated AS degree from a Florida College System institution and plan to transition to FIU. C4S includes three points of entry in support of F.S. Rule 6A-10.024.¹

1. Invitation: Student applies to FIU and does not meet minimum admission requirements to first year pathways and is invited/admitted to C4S.
2. High school: Student applies to C4S from high school.
3. IRSC student: Student applies to C4S prior to completing 45 credits at IRSC.

¹ F.S. 6A-10.024: Articulation Between and Among Universities, Florida Colleges, and School Districts.

(4) Each student in an associate in arts program at a Florida College System institution must indicate a baccalaureate degree program at an institution of interest by the time the student earns thirty (30) semester hours. If the student indicates a program at a public postsecondary institution, the Florida College System institution in which the student is enrolled must inform the student of the common program prerequisites, pursuant to Section 1007.23(3), F.S.

IV. Non-C4S Students

IRSC students who are not part of C4S may apply to FIU as a “regular” transfer student under this Agreement; however, admission is not guaranteed. If admitted, students who complete the AS degree in Hospitality and Tourism and transfer to the FIU BS in Hospitality and Tourism Management, and irrespective of modality (i.e., fully online or in-person program) will be awarded the articulated courses below.

V. Articulated Transfer Credits

While all IRSC AS courses will transfer to FIU, the courses below are approved to satisfy specific requirements for the BS at FIU. Unless otherwise noted, students must earn a final grade of “C” or higher in each of the courses below. All courses noted below are 3 credits.

IRSC Course	FIU Course Equivalency
HFT 1000: Introduction to Hospitality and Tourism	HFT 1000: Introduction to Hospitality
HFT 2223: Human Relations and Supervisory Development	HFT 2200: Human Resources Management for the Hospitality Industry
HFT 2500: Marketing & Sales in the Hospitality Industry*	HFT 3503: Hospitality Marketing Strategy
HFT 2600: Hospitality Law*	HFT 3603: Hospitality Industry Law and Ethics

*Must earn grade of “B” or higher, also transfers as upper division course.

VI. Provisions

IRSC graduates with an AS in Hospitality and Tourism wishing to utilize this Agreement, may enter into the BS in Hospitality and Tourism Management at FIU, upon meeting all FIU admission requirements.

- i. Students will be required to complete any remaining general education requirements at FIU or through approved accelerated mechanisms.
- ii. Students will be advised to complete MGF 1130: Mathematical Thinking or MAC 1105: College Algebra at IRSC prior to transferring to FIU.
- iii. Students will be advised to complete ECO 2013: Principles of Economics (Macro) or ECO 2023 Principles of Economics (Micro) as it is a prerequisite for the BS degree.
- iv. FIU will advise AS graduates of credit for prior learning options, such as credit-by-exam and ACE-approved online courses, to meet BS degree requirements without exceeding a total of 120 credits.

VII. Collaboration and Coordination

A. During the term of this Agreement, both Parties will:

1. Collaborate in the promotion of this Agreement via information sessions, workshops, campus visits, brochures, flyers, etc.
2. Promote to IRSC students the benefits of applying to C4S.
3. Provide academic advising, and other key supports to support a smooth transition.
4. Review and share data, as appropriate, to evaluate student and Agreement enrollment outcomes, ensuring compliance with statutory, regulatory, institutional, requirements including the Family Educational Rights and Privacy Act (FERPA).
5. Engage in evidence-based and continuous improvement practices.

6. Provide timely information about significant changes in the program of study that relate to the preparation and success of participating students.

VIII. Key Contacts

The following serve as the primary contacts for this Agreement:

- IRSC: Deborah Midkiff, Department Chair and Instructor, Hospitality and Tourism Management (or designee)
- FIU: Diann Newman, Vice Dean, Chaplin School of Hospitality & Tourism Management (or designee); Janie Valdés, Assistant Vice President, Enrollment Management and Services (or designee)

IX. Modifications

Modifications to this Agreement shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by the duly authorized officials, prior to undertaking any changes.

X. Term

The term of this Agreement is for three (3) years commencing on the date this Agreement is fully executed by the Parties. It may be renewed by a written agreement of the Parties for two (2) additional three-year terms. This Agreement may be terminated by either Party with ninety (90) days prior written notice to the other Party. Should a termination occur, the Parties agree to offer collaborative support to any students enrolled at IRSC with the intention to transition to FIU.

XI. Institutional Brands and Logos

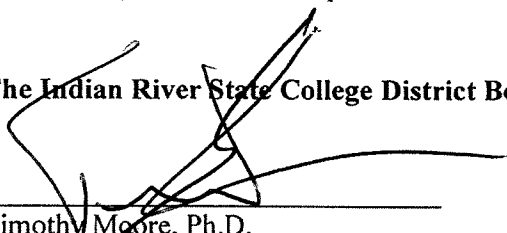
FIU and IRSC stipulate that the use of their respective brands to promote and market this partnership, represented by their headings and logotypes, including the “FIU Connect4Success” logo, could only be used by a Party with the previous and express written authorization of the other Party. The transfer pathway shall be referred to as “FIU Connect4Success” in all communication and marketing materials. This Agreement does not authorize any one of the Parties to express him/herself on behalf of the other, either verbally or in writing or to act on each other’s behalf.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

XII. Signatures

The Parties hereto have executed this Agreement effective as of the last written date indicated by the duly authorized signatories below who represent that they have the requisite authority to bind their respective Parties.

The Indian River State College District Board of Trustees



Timothy Moore, Ph.D.
President

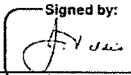
October 14, 2025
Date

The Florida International University Board of Trustees

DS

DocuSigned by:
Elizabeth M. Bejar
Elizabeth M. Bejar, Ph.D.
Provost, Executive Vice President and
Chief Operating Officer

October 13, 2025
Date

Signed by:


Janie Valdes, Ed.D.
Assistant Vice President,
Enrollment Management and Services

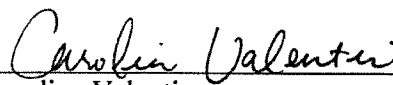
October 5, 2025
Date

DocuSigned by:


Michael Cheng, Ph.D.
Dean, Chaplin School of Hospitality &
Tourism Management

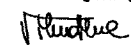
October 3, 2025
Date

Approved as to the Form and Legal Sufficiency:



Caroline Valentin
General Counsel (IRSC)

10/14/25
Date

DocuSigned by:


Vilma Mesa
Associate General Counsel (FIU)

October 3, 2025
Date



DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Clinical Affiliation Agreement:

- Light of the World Charities, d/b/a Little Lights Dentistry

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

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

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

TERM: This agreement shall be effective for indefinite duration, commencing upon the date of signatures of both parties.

FISCAL IMPACT: N/A

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

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Patricia Gagliano

DATE: 8/3/26

BOARD ACTION:

DATE: 8/25/26



NO. 866A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **LIGHT OF THE WORLD CHARITIES DBA LITTLE LIGHTS DENTISTRY**, 1300 East 10th Street, Suite B, Stuart, Florida 34990 , hereinafter referred to as **HEALTH CARE FACILITY**.

WITNESSETH

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

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

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
LIGHT OF THE WORLD CHARITIES DBA LITTLE LIGHTS DENTISTRY
Page 2

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

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

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

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
LIGHT OF THE WORLD CHARITIES DBA LITTLE LIGHTS DENTISTRY
Page 3

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

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

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

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
LIGHT OF THE WORLD CHARITIES DBA LITTLE LIGHTS DENTISTRY
Page 4

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

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

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

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

**HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT
LIGHT OF THE WORLD CHARITIES DBA LITTLE LIGHTS DENTISTRY
Page 5**

The **HEALTH CARE FACILITY** agrees to provide clinical facilities as an affiliate of the **COLLEGE**, but not as a joint venturer or partner or subsidiary of the **COLLEGE** for the duration of clinical rotations for student(s) assigned to the facility. No legal relationship between the **HEALTH CARE FACILITY** and the **COLLEGE** exists beyond the scope of the Health Science Student(s) Experience Agreement.

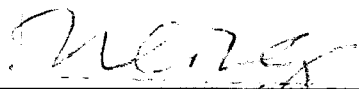
The appropriate staff of the **HEALTH CARE FACILITY** and the faculty of the **HEALTH PROGRAMS** of the **COLLEGE** will cooperate in planning, implementing, and evaluating the clinical experience of the Health student(s) in their respective areas.

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

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

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

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



Nicole King, Executive Director
LIGHT OF THE WORLD CHARITIES DBA
LITTLE LIGHTS DENTISTRY

1/31/26

Date

Milo Thornton, Chair
DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER
STATE COLLEGE

Date

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

Date



**Indian River
State College**

DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
*ACTION***

TOPIC: Addendum #01 to the Independent Contractor Agreement with Level Interactive, Inc.

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:

Board approval is requested for Addendum #01 to Independent Contractor Agreement with Level Interactive, Inc. to extend original contract ITN #24/25-31 with Level Interactive, Inc. for branding and marketing services to June 30, 2027.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. TERM: Extended to June 30, 2027
2. FISCAL IMPACT: \$400,000
3. TERMINATION TERMS: 30 days written notice by either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Lindsay Skully

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



Indian River State College

ADDENDUM # 01

TO

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

This 01 Addendum is made to the Independent Contractor Agreement for Services of \$3,500 or More (the "Original Agreement"), contract number **ITN# 24/25-31**, effective **July 1, 2025**, between **Indian River State College**, in State of FLORIDA (the "College"), and Level Interactive, Inc a Pennsylvania corporation, with its principal address at 3202 McKnight East Drive, PMB 261, Pittsburgh, PA 15237 (the "Contractor").

WHEREAS, the Parties desire to modify the contract terms of the Original Agreement;

NOW THEREFORE, the parties hereby amend the Original Agreement as follows:

1. **Section 1 - Scope of Services**, remains the same to include: Branding and Marketing services
2. **Section 3 - Term**, is hereby extended to **June 30, 2027**.
3. **Section 4 - Remuneration**, is hereby amended to increase the overall contract value by **\$400,000.00** from "**\$400,000.00**" to "**\$800,000.00**" in both written and numeric amounts.

Funding Summary follows:

Funding Summary	Amount	Running Total
Original Contract	\$400,000.00	\$400,000.00
1st Addendum	\$400,000.00	\$800,000.00

4. The parties agree that except as specifically modified above, all other terms and conditions contained in the Original Agreement, contract number **ITN# 24/25-31** between the parties shall remain in full force and effect.

Each party is signing this agreement on the date stated opposite that party's signature.

Level Interactive, Inc

By: *Seth Tonghin*
Signature

Date: August 6, 2026

Name and Title: General Counsel

Indian River State College - RECOMMENDED BY:By: 
SignatureDate: 8/6/24Name and Title: Lindsay Skully AVP Brand Experience**Indian River State College - APPROVED BY:**By: _____
SignatureDate: 8/25/26Name: Milo Thornton
IRSC DBOT; Chair

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



Indian River State College

SERVICES AGREEMENT

ITN# 24/25-31

THIS SERVICES AGREEMENT, effective as of the date last signed below (“Effective Date”), is made and entered into by and between the District Board of Trustees of Indian River State College, Florida, with its principal address at 3209 Virginia Ave., Fort Pierce, FL 34981 (the “the College”) and Level Interactive, Inc., a Pennsylvania corporation, with its principal address at 3202 McKnight East Drive, PMB 261, Pittsburgh, PA 15237 (the “Contractor”).

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

WHEREAS, Contractor is qualified, willing, and able to provide the services as specified in the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. **Scope of Services.** Contractor will provide branding and marketing services (“Services”) as described in Contractor’s proposal dated March 7, 2025 including the fee proposal, both of which are incorporated by reference, and the Scope of Work attached hereto as Exhibit A (the March 7, 2025 proposal and Exhibit A are collectively referred to as “Contractor’s Proposal”). In the event of a conflict between the terms and conditions of this Agreement (including any amendments accepted in writing by both parties), ITN# 24/25-31, and Contractor’s Proposal, the terms and conditions of this Agreement shall control, followed by ITN# 24/25-31, followed by Contractor’s Proposal, except that objections or amendments contained in Contractor’s Proposal to ITN# 24/25-31 that have not been accepted by the College in writing by the explicit terms of the Agreement shall not be included in this Agreement and shall be given no weight or consideration.
3. **Term.** This Agreement shall commence on July 1, 2025 and terminates on June 30, 2026 unless otherwise terminated earlier as provided herein or extended by mutual agreement of both parties. This Agreement may be renewed for an additional two, one-year terms upon the mutual written consent of both parties in the form of an amendment to this Agreement. The Contractor understands and agrees that the College has no obligation to extend the Agreement’s term, or contract for the provision of any future Services, and makes no warranties or representations otherwise.
4. **Compensation.**

4.1. The College shall pay Contractor upon Contractor's completion of, and the College's acceptance of, the Services rendered hereunder in a total amount not to exceed \$400,000.00 in accordance with the rates and payment schedule specified in Exhibit A.

4.2. All costs of providing the Services shall be the responsibility of Contractor, with the exception of reimbursement by the College only for costs deemed reimbursable in Exhibit A. Contractor shall not charge the College for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that the College is responsible for paying for Contractor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Section 12.061, Florida Statutes, and the College's travel policies, and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Contractor to the College. Any expenses in excess of the amounts prescribed shall be borne by Contractor.

4.3. Prices specified in this Agreement will remain firm for the term of the Agreement. Contractor, by executing this Agreement, acknowledges full, total and complete understanding of the extent and character of the Services required and the conditions surrounding the performance thereof. The College will not be responsible for any alleged misunderstanding of the Services to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

4.4. Notwithstanding any provision of this Agreement to the contrary, the College may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective Services that has not been remedied or resolved in a manner satisfactory to the College's Project Manager or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by the College.

5. Invoices and Payment.

5.1. Contractor shall submit invoices in a form satisfactory to the Project Manager to be forwarded to the College's Account Payable's Department. Contractor is responsible for providing all necessary documentation that may be required by the College, and payment may be withheld for failure of Contractor to comply. At a minimum Contractor shall furnish the following information within invoices that are submitted for request for payment to the College: (a) PO Number, College Project Manager, and Contractor Tax Identification Number; (b) dates for which Services were rendered; (c) detailed description of Services performed; and (d) all 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense. The College is tax-exempt and therefore is not obligated to pay sales, use and excise taxes.

5.2. The College shall process the Contractor's payment within thirty (30) days from receipt of Contractor's invoice by the College's Accounts Payable Department and written approval of same by the College's Project Manager indicating that the Services have been rendered in conformity with this Agreement.

6. **College Project Manager.** The Project Manager is hereby designated by the College to be the Marketing Manager who shall represent the College in all technical matters pertaining to and arising from the Services performed under this Agreement. The Project Manager is designated

to do all things necessary to properly administer the terms and conditions of this Agreement, including but not limited to review of all Contractor payment requests for approval or rejection and periodic reviews of the work of Contractor as necessary for the completion of Contractor's Services during the period of this Agreement.

7. Termination.

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

7.2. *Termination for Cause.* This Agreement may be terminated before the expiration date of the Term on written notice:

7.2.1. by Contractor, only in the event the College fails to pay Contractor's properly documented and submitted invoice and such failure continues for ninety (90) days after the College's receipt of written notice of nonpayment;

7.2.2. by the College, if Contractor breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor with (ten) 10 days after the College's receipt of written notice of such breach;

7.2.3. by the College, immediately, if (a) Contractor becomes insolvent; (b) Contractor is generally unable to pay, or fails to pay, its debts as they become due; (c) Contractor files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law; (d) Contractor makes or seeks to make a general assignment for the benefit of its creditors; (e) Contractor applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business; (f) Contractor or any employee, servant, or agent of Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing Services to the College, or is indicted for any crime arising out of or in conjunction with any Services being performed by Contractor for or on behalf of the College; or (g) any contract with the College and any third party on which this Agreement substantially depends is terminated.

7.2.4. In the event the Agreement is terminated by the College for cause pursuant to this subsection 7.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection 7.1 and the provisions of subsection 7.1 shall apply.

7.3. *Termination for Non-Appropriation.* Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of the College is subject to the appropriation of funds by the State of Florida. The College may terminate this agreement immediately in the event of non-appropriation, and such termination shall be without a termination charge or claim of breach. The College's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the District Board of Trustees of Indian River State College for the then-current fiscal year of this Agreement and is otherwise limited to legally available funds. The College may terminate this Agreement in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection 7.1.

7.4. In connection with any termination of the Agreement for any reason whether for convenience, for cause, or for non-appropriation Contractor shall have no entitlement to recover any lost or anticipated profit or compensation for Services or other work not actually or adequately performed as of the effective date of termination. In no event will the College be responsible for lost profits of Contractor or any asserted damages which may arise out of an alleged premature termination of this Agreement.

8. **Standard of Care.** The Services shall be provided in a professional, workmanlike, and timely manner, by qualified personnel and in accordance with the terms of this Agreement. Contractor shall be responsible for the quality, technical accuracy, and the coordination of all Services performed by or at the behest of Contractor under this Agreement. Contractor shall ensure that all employees and agents assigned to render Services under this Agreement are duly qualified, registered, licensed or certified to provide the Services required. Contractor represents and warrants that it knows the particular purpose for which the Services are required and that the Services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances. This requirement shall be in addition to any express warranties, representations, and specifications included in the Agreement, which shall take precedence.

9. **Inspection and Correction of Defects.** Contractor shall permit the representatives of the College to inspect and observe the Services at all times. If Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, or Services, Contractor shall, at the College's option, either: 1) reperform such portions of the Services to correct such fault, defect or error, at no additional cost to the College, or 2) refund to the College, any amounts paid by the College that are attributable to such portions of the faulty, defective or erroneous Services, including the costs for reperformance of the Services provided by other contractors.

10. **Independent Contractor.** College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive

responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on such amounts. The College does not extend to Contractor or Contractor's agents any authority of any kind to bind the College in any respect whatsoever.

11. Background Screening Requirements. Contractor shall complete a criminal background check on all employees who work under this Agreement in accordance with College policies and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks.

12. Compliance with Federal, State and Local Laws.

12.1. *General.* In the performance of the Agreement, Contractor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Contractor acknowledges and agrees that Contractor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Contractor shall also comply with all College policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.

12.2. *Nondiscrimination and Equal Opportunity.* Provider agrees to comply with the all-applicable state and federal laws regarding such nondiscrimination and equality of opportunity. Contractor will not discriminate in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.

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

12.4. *Public Records.* If, under this Agreement, Contractor is providing Services and is acting on behalf of a public agency as provided under Section 119.011(2), Florida Statutes, Contractor shall:

12.4.1. Keep and maintain public records required by the College to perform the Services under this Agreement.

12.4.2. Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or College policy.

12.4.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to the College.

12.4.4. Upon completion of the Agreement, transfer, at no cost, to the College all public records in possession of Contractor or keep and maintain public records required by the College to perform the Service. If Contractor transfers all public records to the College upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

12.4.5. Contractor shall furnish a copy of any public records request or request for records in any way relating to the College, immediately upon receipt to the College's Director of Purchasing.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COLLEGE'S CUSTODIAN OF PUBLIC RECORDS AT 772-462-7051; PUBLICRECORDSREQUEST@IRSC.EDU; 3209 VIRGINIA AVE, FORT PIERCE, FL 34948.

12.5. *Confidential Information.* If Contractor has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA). This provision shall survive the expiration or earlier termination of the Agreement.

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

12.7. *E-Verify Required.* Pursuant to 448.095, Florida Statutes, the College and every contractor (including Contractor) and subcontractor entering into an agreement to provide labor, supplies or services to the College must use the E-Verify system (www.e-verify.gov) to verify the

work authorization status of any newly hired employees. If Contractor subcontracts any of the labor or services for the College, the subcontractor must provide Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. Contractor shall keep a copy of the affidavit on file for the duration of the Agreement. If the College, Contractor, or any subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095, a contract terminated under this provision is not a breach of contract.

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

12.9. *Iron and Steel Products.* If this Agreement is for a "public works project" or for the purchase of materials for a "public work project" as defined in Section 255.0993, Florida Statutes, then any "iron or steel product" as defined in Section 255.0993, Florida Statutes, permanently incorporated in the project must be produced in the United States, unless specifically exempted in accordance with Section 255.0993, Florida Statutes.

12.10. *Prohibition Against Contingent Fees.* Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the College shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

12.11. *Conflicts.* Contractor represents that neither Contractor nor its employees, officers or owners have, or whose relative have, a relationship with the College, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Sections 112.313(3) and (7), and Section 112.3185(6), Florida Statutes, by reason of Contractor entering into this Agreement.

13. Maintenance of Records; Audits. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the College to assure proper accounting of funds and compliance with the provisions of this Agreement. Contractor will cooperate with the College and shall provide specific records and/or access to all of the Contractor's records related to the Agreement. Contractor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by the

College and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by the College upon reasonable notice to Contractor.

14. Insurance.

14.1. Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements set forth herein during the term of this Agreement, to include any renewal terms.

14.2. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in the following amounts shall be filed with the Purchasing Director before the Effective Date of this Agreement:

14.2.1. Standard Workers' Compensation coverage as required by Florida law.

14.2.2. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 for each occurrence.

14.3. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall name Indian River State College at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 as an additional insured. No changes or cancellations shall be made to the insurance coverage without prior written approval by the College's Risk Management Division.

14.4. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by Contractor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

14.5. With regard to all insurance, such insurance shall be primary insurance to the full limits of liability herein before stated; and should the College have other valid insurance covering the loss, the College insurance shall be excess insurance only.

15. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, protect, and hold harmless Indian River State College, the Indian River State College Board of Trustees, the State Board of Education, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnatee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnatee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Contractor's provision of Services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without

limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.

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

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

18. Ownership of Documents. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of Services under this Agreement, including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, research projects, tracings, plans, reports, drawings, designs, specifications, calculations, other documents and data developed or collected by Contractor in connection with its Services under this Agreement, together with summaries and charts derived therefrom (hereinafter referred to as the "Deliverables"), shall be property of the College whether created individually by the Contractor or jointly with the College, on or off premises, and may be reproduced, used and reused at the discretion of the College. Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to the College any and all right, title and interest it now has or may hereafter acquire in and to the Deliverables under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If and to the extent that any preexisting rights are embodied or reflected in the Deliverables, Contractor hereby grants to

College the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. If Contractor is providing software, the College may create and retain a copy of the Contractor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. Upon the termination of this Agreement for any reason, and before being eligible for final payment of any amounts due, Contractor shall furnish to the College, at no additional cost or expense, one reproducible copy, in media acceptable to the College and one complete set on electronic media, of all Deliverables (to include compatible CAD, GIS, and modeling files) which have been prepared or accumulated by Contractor or by any of its subcontractors in rendering the Services. This provision shall survive the expiration or earlier termination of the Agreement.

19. Infringement. Contractor represents that any goods or services furnished or provided to the College, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Contractor will, at its own expense, defend any suit brought against the College and will indemnify the College against an award of damages and costs made against the College by a settlement or final judgment of a court that is based on a claim that the use of the Contractor's goods or services by the College infringes on any proprietary right of a third party. Such defense and indemnity shall survive expiration or earlier termination of the Agreement and is supplemental to the indemnification provisions of Section 15.

20. Use of the College Name or Intellectual Property. Contractor agrees it will not use the College name or any intellectual property, including but not limited to, the College trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the College.

21. No Liens. Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the College to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Services or any change order. Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the College. Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by the College as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, the College shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means the College chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

22. **Assignment and Subcontracting.** Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as agreed to in writing by the College. The College may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without the College's prior written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

23. **Prohibited Terms.** Any term and/or condition in the Agreement or incorporated herein by reference on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by the College to the Contractor; (b) Restrictions on the hiring of the Contractor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Contractor's or Contractor's subcontractors or agents liability; (f) Indemnification of the Contractor or any other person or entity by the College; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.

24. **Miscellaneous.**

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

If to the College:
Indian River State College
Attn: Marketing Manager
3209 Virginia Ave.
Fort Pierce, FL 34981

With Copy to:
Indian River State College
Attn: General Counsel
3209 Virginia Ave.
Fort Pierce, FL 34981

If to Contractor:

Level Agency
Attn: IRSC Account Manager
P.O. Box 101149
Pittsburgh, PA 15237
Email copy to: seth.tongchinsub@level.agency

With Copy to:
Level Agency
Attn: General Counsel
P.O. Box 101149
Pittsburgh, PA 15237

24.2. *Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial.* This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of

Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

24.3. *Attorney Fees.* In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

24.4. *Assumption of Risk.* Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling its obligations in this Agreement. The College is not liable for the acts of third parties or the consequences of the acts of third parties.

24.5. *Time is of the Essence.* Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the College directs.

24.6. *Entire Agreement; Amendments.* This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

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

24.8. *Severability.* It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

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

24.10. *Legal References.* All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

24.11. *Headings; Construction.* The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

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

24.13. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[remainder of page intentionally left blank; signature page follows]



Indian River
State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreement with Metz Culinary Management, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

Board approval is requested for the Independent Contractor Agreement with Metz Culinary Management, LLC to provide Dining Management Services in accordance with the Scope of Services and all applicable requirements set forth in RFP 25/26-13.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. TERM: 8/17/26 – 8/16/29
2. FISCAL IMPACT: 5,150.00 monthly fee not to exceed \$185,400.00 for the 3-year period
3. TERMINATION TERMS: Written notice by either party

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Peter Lee / Dr. Michael Hageloh

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26



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

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

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

WHEREAS **Metz Culinary Management, LLC** (the "**Contractor**") having a principal place of business at **2 Woodland Drive Dallas, PA 18612 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **Dining Management Services in accordance with (i) the Scope of Services and all applicable requirements set forth in RFP 25/26-13** to be provided in accordance with the Contractor's Proposal dated **6/30/2026 [Based on Proposal Response to RFP 25/26-13]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Indian River State College, 3209 Virginia Ave. Fort Pierce, FL 34981; 500 NW California Blvd Port St. Lucie, FL 34986; 2229 NW 9th Ave, Okeechobee, FL 34972**
3. **Term.** The provision of services under this Agreement shall commence on **August 17, 2026**, and will terminate on **August 16, 2029 with the option to renew the contract for successive one-(1) year terms for an additional seven (7) year basis, subject to mutual agreement of the parties and the satisfactory performance of the Contractor.** The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise
4. **Remuneration.** The Agreement will be a cost reimbursable and fee structure and not structured on a profit and loss basis. All of the actual operating costs of the program and the services, including but not limited to labor, food, supply and smallware costs shall be reimbursed to Contractor by College on a monthly basis. Contractor does not guarantee that any budgetary goals shall be attained. In addition to the reimbursement of such costs, Contractor shall be paid a monthly management/administrative fee without deduction or setoff. The Contractor's **monthly fee** the College is obligated to pay for the services rendered under this Agreement is as follows: **Five Thousand One Hundred Fifty and 0/100 Dollars (\$5,150.00) and under no circumstances whatsoever shall the fee exceed a three-year total fee of One-Hundred Eighty-Five Thousand Four-Hundred and No/100 Dollars (\$185,400.00).** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
 - a. Dates of which services were rendered
 - b. Detailed description of the services or activities performed
 - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
 - a. Require the Contractor to work exclusively for the College; and

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

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

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

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

10. Assignment. The Contractor may assign portions of the work to be performed under this Agreement to other qualified individuals or entities with prior written approval by the College. Such approval shall not be unreasonably withheld. The parties acknowledge and agree that Contractor may from time-to-time subcontract with Metz Catering FL, LLC or another designated licensee with respect to services that involve the service of alcohol.

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

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

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

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

Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing services to the College, or if any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractors Authorized Contact for Agreement
Kim Hayes, District Manager

Printed Name and Title

khayes@metzcorp.com

Email Address

484-280-3926

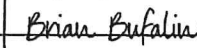
Phone Number

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

Metz Culinary Management, LLC

Contractor/Vendor/Supplier Name

Signed by:

Signature  6E942B0CDAED452...

Brian Bufalino

Name and Title

2 Woodland Drive

Address

Dallas, PA 18612

City, State, Zip

23-2766461

Unique Entity ID (sam.gov) or Tax ID

8/9/2026

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

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

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

RECOMMENDED BY:

Administrator's Signature

Peter Lee Sr. Dir. of Auxiliary Services
Name and Title

Auxiliary Services.
College/Department

8.10.2026
Date

APPROVED BY:

Dr. Timothy Moore, President

8/11/26
Date

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



DISTRICT BOARD OF TRUSTEES

**SUMMARY OF ITEM FOR
*ACTION***

TOPIC: Educational Internship Agreement with We Do AI

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:

The purpose of this Agreement is to provide College IT Management and Cybersecurity Program students with work experience with We Do AI that enhances the educational program offered by the College.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. TERM: Continuous from 6/25/26
2. FISCAL IMPACT: N/A
3. TERMINATION TERMS: 90 days written notice by either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: James Howse

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26

Appendix D Educational Internship Agreement



Indian River State College
EDUCATIONAL INTERNSHIP AGREEMENT

Prepared by and return
to:
General Counsel
Indian River State
College
3209 Virginia Avenue
Fort Pierce, FL 34981

THIS AGREEMENT entered into this 25 day of June, 2026, by and between **INDIAN RIVER STATE COLLEGE**, ("IRSC"), a political subdivision of the State of Florida and public body corporate, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, and **We Do AI** ("Affiliate"), whose address is, 382 NE 191st St #526274 Miami FL, 33179.

WHEREAS, IRSC provides educational programs to students which include practical training in the work environment;

WHEREAS, IRSC provides learning opportunities for students that complement their academic preparation with direct practical experience in the professional environment as part of their academic program;

WHEREAS, the Affiliate has the facility and personnel to provide students with work experience as part of IRSC's educational program;

WHEREAS, the Affiliate is willing to allow students in the **IRSC IT Management and Cybersecurity** ("**Program**") to access their facilities and to observe and obtain practice experience with their designated personnel for educational experiences as part of the practicum portion of the curriculum;

WHEREAS, the Affiliate provides a service to student development by offering a work-learning experience that enhances the educational program offered by IRSC;

WHEREAS, the primary purpose of this Agreement is to provide direction to the Parties for the placement and educational experiences for IRSC students at the Affiliate;

WHEREAS, the parties agree it is in their best interest to work together to provide quality internship learning experiences in a work environment for students enrolled in the Program; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree as follows:

I. GENERAL PROVISIONS

- A. The purpose of this Agreement is to provide educational experiences in the work environment at the Affiliate for students in the Program. The Parties agree to cooperate in the educational preparation of students to promote

excellence and ensure professional competence. Further, this Agreement establishes the procedures and guidelines for the Affiliate and IRSC to provide students with training and work experience at the Affiliate.

- B. The learning experiences will include practicum experiences in the work environment during periods of time as mutually agreed to in writing by IRSC and Affiliate. In advance of an assignment, the parties will agree to the placement of a student(s) to be assigned to participate in a learning experience, their academic level, the time and length of the learning experience at Affiliate.
- C. Both parties will mutually agree to all student participants prior to an assignment. Either Party may immediately remove a student from the learning experience if safety is at risk. Affiliate may request the withdrawal of a student from its facilities whose conduct or performance with customers, clients and personnel is not satisfactory; or for other reasons where either party reasonably believes that it is not in the best interest of IRSC, the Affiliate or the Program for the student to continue at Affiliate. IRSC is responsible for all final decisions relating to students.
- D. No IRSC student, faculty member or other employee furnished pursuant to this Agreement shall be considered an agent or employee of the Affiliate. No decision made pertaining to this Agreement by the Affiliate shall be deemed to affect any employment opportunity of any student, faculty member or employee of IRSC.
- E. This Agreement shall not grant IRSC any authority in the Affiliate's facility operation.

II. IRSC RESPONSIBILITIES

- A. IRSC shall plan and execute the educational component of the Program, which will include evaluating student performance in accordance with the Program curriculum, which includes the practicum work experience at the Affiliate.
- B. IRSC faculty shall be responsible for selecting the Program's learning experiences for the students including the practicum phase at the Affiliate, with assistance and cooperation from the Affiliate. The starting and ending date for an assignment must be agreed to by the parties at least one month before the assignment.
- C. IRSC will use its best efforts to select students for participation in the internship program that are prepared to participate in the practicum phase of the Program. IRSC will be responsible for the services provided by the students while with the Affiliate.

- D. The number of students designated for participation in the Program at the Affiliate will be determined by the mutual agreement of both parties and may at any time be changed by either party. Further, either party may immediately request the withdrawal of a student from the Affiliate's facilities. Final action relating to students is IRSC's responsibility.
- E. IRSC will keep each participating student apprised of his or her responsibility:
 - 1) to follow the policies, procedures and standards of practice of the Affiliate;
 - 2) to provide the necessary and appropriate uniforms and required supplies if not provided by the Affiliate, where applicable;
 - 3) to report to the Affiliate on time and to follow all established regulations during scheduled operating hours of the Affiliate;
 - 4) to conform to the standards and practices established by IRSC while training at the Affiliate;
 - 5) to protect Affiliate's records, reports and documents; and
 - 6) to participate in an orientation at Affiliate's site.
- F. IRSC will provide a liaison for the Program(s) at Affiliate.
- G. IRSC, prior to assigning students and faculty members to the Affiliate, shall require its students and faculty members to provide:
 - 1) proof of criminal background check and successful drug screening test; and
 - 2) any other documentation, which may be reasonably required by the Affiliate from time to time.
- H. For all students under the age of 18, IRSC will require Affiliate to verify that the supervisor has not been arrested for or waiting final disposition of, or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or been adjudicated delinquent and the record has not been sealed or expunged for any offense prohibited under any provision of Section 435.04(2)(3), Florida Statutes, or similar laws of another jurisdiction.
- I. If a student is paid by Affiliate, the student will be covered by the Affiliate's Worker's Compensation insurance; if not paid, the student will have medical insurance for injury/illness related to participation at Affiliate site.

III. AFFILIATE RESPONSIBILITIES

- A. The Affiliate shall be responsible for the operation of their site and shall

maintain professional supervision of students, insofar as their presence affects the Affiliate's operation.

- B. The Affiliate shall provide IRSC access to their facility to allow students to participate in the practicum objectives developed by IRSC and the Affiliate for the Program.
- C. The Affiliate shall provide IRSC's students with an orientation, which shall include a review of facilities, philosophies, policies and procedures.
- D. Upon request, Affiliate's staff shall assist IRSC faculty in the evaluation of the learning and performance of participating students. The supervisor must complete an evaluation of student's performance.
- E. The Affiliate must enter into a Training Agreement if required.
- F. The Affiliate must designate a supervisor for each student.
- G. The Affiliate must participate in an orientation.
- H. The Affiliate's supervisor must ensure each student is fully trained at a minimum on safety rules, regulations and practices relevant to the job the student will be performing and the Affiliate's procedures for reporting an injury, harassment, or discrimination.
- I. To the maximum extent possible, the Affiliate shall provide the student with an opportunity to network and develop relationships with industry and community professionals potentially valuable to the student's future employment/advancement.

IV. MUTUAL RESPONSIBILITIES—The parties will work together to maintain an environment of quality learning experiences and quality client/customer care. Either party may request a meeting between IRSC and Affiliate representatives to resolve any problems or make changes to improve the educational training Program.

- A. The Parties will each designate a liaison to provide systematic planning and information exchange regarding the students' Internship experiences.
- B. IRSC and Affiliate agree that in the event a claim is asserted arising out of this Agreement or any activity concerning this Agreement, the parties will cooperate in defending this claim, provided that the parties' interest is not adverse with respect to claims.
- C. In the event of an accident or injury involving an IRSC employee or student, each party will submit an incident report to the other party.

D. The parties shall maintain the confidentiality of student information which may include educational records, health information, background check information and drug screening information provided to Affiliate and in connection, comply with all applicable laws and regulations.

E. If student is under 18 years of age, an Affiliate representative must report to IRSC and student's parent/guardian within 24 hours in the event of an accident/injury or allegation of harassment/discrimination.

V. **INDEMNIFICATION**—IRSC is a public entity entitled to the privilege of sovereign immunity except to the extent it has been waived by Section 768.28, Florida Statutes. To the full extent authorized by law, IRSC shall defend, hold harmless and indemnify the Affiliate, its officers, employees and agents, from and against any and all suits, demands, claims, damages, losses, costs, attorney's fees or expenses of any kind for which the Affiliate may incur by reason of the negligent activities of the IRSC, its students and personnel at their facility. This indemnification shall not apply to loss, injury, death or damages arising by reason of Affiliate's negligence, either in whole or in part, and/or its officers, employees and agents. Nothing in this indemnity clause shall be construed to require IRSC to indemnify or insure the Affiliate for the Affiliate's negligence or to assume any liability for the Affiliate or the negligence of their employees, officers or agents. Affiliate acknowledges that IRSC is self-insured pursuant to Section 1012.85, Florida Statutes.

VI. **NON-DISCRIMINATION/ADA**—Both IRSC and Affiliate make employment and education-related decisions without regard to race, color, sex, gender, religion, ethnicity, national origin, age, disability, sexual orientation (including gender identity), marital status, pregnancy, genetic information, protected veteran's status, affiliations or other protected status. In addition, both parties do not discriminate in employment practices or in the admission and treatment of students. The parties are committed to equitable treatment for all students and employees and to a learning and working environment free of discrimination and harassment for current and future students and employees, and provides equal educational opportunities for eligible individuals with disabilities and complies with, and fully supports the Americans with Disabilities Act, as amended.

VII. **INSURANCE**—IRSC maintains general liability coverage for its faculty and employees to the limit provided by the State of Florida's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, of \$200,000 per person, \$300,000 per occurrence. Upon written request of the Affiliate, IRSC shall provide proof of insurance by submission of a certification of insurance to the Affiliate. IRSC shall provide Affiliate written notice thirty (30) days prior to cancellation date of insurance.

IRSC shall provide workers' compensation insurance for any employee(s) furnished by IRSC pursuant to this Agreement. The parties agree that the payment of any federal, state or local income or occupational taxes, FICA taxes,

unemployment compensation or workers' compensation contributions, as well as vacation pay, sick leave, retirement benefits or any other payments for or on behalf of IRSC employees will be the responsibility of IRSC. To the extent authorized by law, IRSC shall indemnify and hold Affiliate harmless for any and all loss or liability arising from such payments, withholdings and benefits.

VIII. **INDEPENDENT CONTRACTOR**—IRSC and the Affiliate are both independent contractors. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party. The Agreement is for the benefit of both parties and is not intended to create any third party beneficiaries.

IX. **EMPLOYEE STATUS**—Persons employed by IRSC pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, or other employee rights or privileges granted to Affiliate's officers and employees.

If the Affiliate elects to compensate students for work performed at the site, Affiliate shall be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or worker' compensation contributions, as well as vacation pay, sick leave, retirement benefits or any other payments, where applicable.

X. **FERPA**—The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and by Florida Law, and that written student consent must be obtained before releasing personally identifiable student education records to anyone other than IRSC. IRSC agrees to provide Affiliate with guidance related to FERPA compliance and similar state law. Affiliate agrees to treat student records as confidential and not disclose except to IRSC and Affiliate representatives who need information to fulfill their professional responsibilities or as required or permitted by law.

XI. **PUBLIC RECORDS LAW**—To the extent that Affiliate meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Affiliate must comply with Florida public records laws, including Section 119.0701, Florida Statutes.

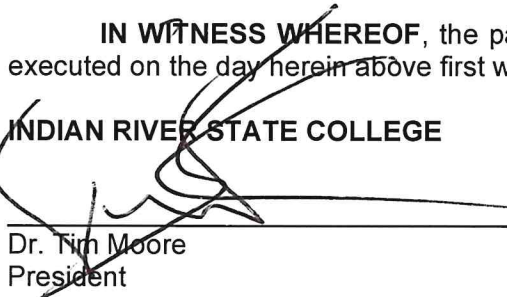
XII. **COMPLIANCE WITH LAWS AND REGULATIONS**—The parties shall comply with all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall entitle IRSC to terminate this Agreement immediately upon delivery of written notice of termination to the Affiliate.

XIII. **ASSIGNMENT**—This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties without prior written consent of the other party.

- XIV. **PRIOR AGREEMENTS**—This Agreement supersedes all prior representations, statements and agreements, whether written or oral, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.
- XV. **MODIFICATIONS, AMENDMENTS OR ALTERATIONS**—This Agreement may be amended or modified only by a written instrument executed by each party to this Agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- XVI. **GOVERNING LAW**—This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.
- XVII. **SEVERABILITY**—If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.
- XVIII. **TERM OF THIS AGREEMENT**—This Agreement shall be continuous from the date shown on page one (1) of this Agreement. Either party may terminate this Agreement at any time by providing the other party with prior written notice at least ninety (90) days before the date of termination, provided the termination shall not become effective until the current session of the IRSC has been completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day herein above first written.

INDIAN RIVER STATE COLLEGE


Dr. Tim Moore
President

Print Name: Charles Dame

Title: President

Date: June 25, 2026

Signature: Charles Dame *Charles Dame*

Date: July 22, 2026

ATTEST:



Print Name: Suzanne Parsons

APPROVED AS TO FORM AND LEGALITY

General Counsel
(10/22)



TOPIC Memorandum of Agreement with Indian River State College, Criminal Justice Institute (IRSC-CJI) and Fusion Geospatial, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: ☒ ACTION/VOTE
☐ INFORMATION
☐ DISCUSSION

SUMMARY:

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and Fusion Geospatial, LLC relating to 32 hour training in Drone Mapping for Law Enforcement, CJAT 9999.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 08/17/26 – 08/20/26
2. FISCAL IMPACT: \$5500.00
3. TERMINATION TERMS: This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Krissy Faulk

DATE: 6/17/26

BOARD ACTION:

DATE: 8/25/26



MEMORANDUM OF AGREEMENT (MOA)

between

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

and

Fusion Geospatial 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 Fusion Geospatial, LLC with a business address of 10835 SW Dardanelle Dr. Port St. Lucie, FL 34987 (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 Fusion Geospatial, LLC relating to training in Drone Mapping for Law Enforcement, CJAT 9999.

The scope of this MOA is limited to the development and execution of a 32-hour training course, CJAT 9999, Drone Mapping for Law Enforcement. The training will be held on

August 17th through August 20th, 2026 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. FUSION GEOSPATIAL, 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 Fusion Geospatial, LLC the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for 32-hours, FDLE CJAT 9999, DRONE MAPPING FOR LE 08/17/26 - 08/20/26	\$5500.00

VII. NOTICES

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

Krissy Faulk

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

Bobby Mullinax

Owner/Operator
Fusion Geospatial, LLC
10835 SW Dardanelle Dr.
Port St. Lucie, FL 34987

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 August 20th, 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

Louis J.
Caprino, Jr.

Digitally signed by Louis
J. Caprino, Jr.
Date: 2026.06.24
08:23:15 -04'00'

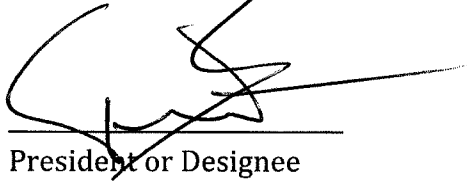
Dean, Public Service Education

Date: _____



Provost/Vice President of Academic Affairs, CAO

Date: 6/25/26



President or Designee

Date: 25 June 2026

Fusion Geospatial, LLC



Owner/Operator

Date: 6/23/2026

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement (MOA) between Indian River State College, Criminal Justice Institute (IRSC-CJI) and International Holdings LLC DBA Emergency Response Diving International

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

This MOA between IRSC-CJI and International Holdings LLC DBA Emergency Response Diving International provides instruction in a 32-hour course for law enforcement officers in the principles of Advanced Diver Water Survival Training.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 07/20/26 – 07/23/26
2. FISCAL IMPACT: \$7,500.00
3. TERMINATION TERMS: This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Krissy Faulk

DATE: 6/7/26

BOARD ACTION:

DATE: 8/25/26



Indian River State College

MEMORANDUM OF AGREEMENT (MOA)

between

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

and

International Holdings LLC

DBA Emergency Response Diving International

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 International Holdings LLC DBA Emergency Response Diving International with a business address of 1321 SE Decker Ave Stuart, FL 34994 (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 International Holdings LLC DBA Emergency Response Diving International relating to training in ERD 1 Diver Course/ERD Tender Course.

The scope of this MOA is limited to the development and execution of a 32-hour training course, ERD Advanced water survival course. The training will be held on July 20th, 2026, through July 23rd, 2026 at IRSC’s Treasure Coast Public Safety Training Complex in Fort Pierce, Florida.

IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA

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

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

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

VI. FEES/PAYMENTS

IRSC-CJI will pay International Holdings LLC DBA Emergency Response Diving International the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for 32-hours, ERD	\$7500.00
Advanced Water Survival Course, July 20 th – 23 rd , 2026	
	\$0.00
	\$0.00

VII. NOTICES

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

Krissy Faulk

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

Stephanie Miele

1321 SE Decker Ave
Stuart, FL 34994

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 July 23rd 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. DISPUTE RESOLUTION

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

XII. LIMITATION OF MEMORANDUM

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

XIII. GOVERNING LAW

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

XIV. ENTIRE AGREEMENT

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

XV. SEVERABILITY

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

XVI. EFFECTIVE DATE

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

XVII. COUNTERPARTS

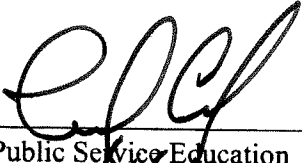
This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one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

XVIII. SIGNATORY AUTHORITY

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

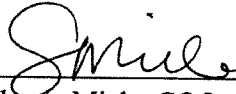
****SIGNATURE PAGE TO FOLLOW****

Indian River State College



Dean, Public Service Education
Date: 6/4/2026

**International Holdings LLC
DBA Emergency Response Diving
International**



Stephanie Miele, COO
Date: 5/28/2026

Provost/Vice President of Academic Affairs, CAO

Date: _____

President or Designee

Date: _____



TOPIC: Memorandum of Agreement (MOA) between Indian River State College, Criminal Justice Institute (IRSC-CJI) and Suzanne Woodward

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X ACTION/VOTE
 INFORMATION
 DISCUSSION

SUMMARY:

This MOA between IRSC-CJI and Suzanne Woodward provides a 40-hour course in the principles of Child Sex Crime Investigations for law enforcement officers.

ALTERNATIVE(S): None

FOR CONTRACTS:

1. TERM: 05/03/27 – 05/07/27
2. FISCAL IMPACT: \$4,000.00
3. TERMINATION TERMS: This MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

PRESIDENT’S RECOMMENDATION: Recommend approval

SUBMITTED BY: Krissy Faulk

DATE: 6/7/26

BOARD ACTION:

DATE: 8/25/26



Indian River State College

MEMORANDUM OF AGREEMENT (MOA)

between

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

and

Suzanne Woodward

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 Suzanne Woodward, with a business address of 8329 Belfry Place, Port St. Lucie, FL 34986 (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 Suzanne Woodward relating to training in Child Sex Crime Investigations.

The scope of this MOA is limited to the development and execution of a 40-hour training course, Child Sex Crime Investigations. The training will be held on May 3, 2027, through May 7, 2027, 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. Suzanne Woodward 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 Suzanne Woodward the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	Fees
One (1) Commission Certified Instructor for Child Sex Crime Investigations for 40-hours – CJAT 1171 05/03/27 – 05/07/27	\$4000.00
Liability Insurance	

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

Suzanne Woodward

8329 Belfry Place
Port St. Lucie, FL 34986

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 7, 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

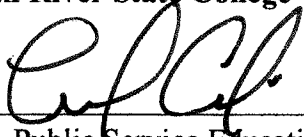
This MOA may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one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

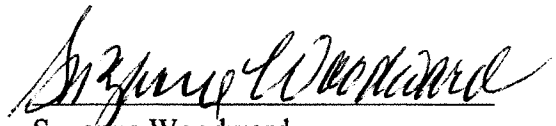


Dean, Public Service Education

Date:

6/4/2026

Suzanne Woodward



Suzanne Woodward

Date:

5-21-2026

Provost/Vice President of Academic Affairs, CAO

Date:

President or Designee

Date:

DISTRICT BOARD OF TRUSTEESSUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Understanding between The Board of Trustees of Indian River State College and St. Edwards School for a STEM Fair Mentorship Program

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:

The attached MOU with St. Edwards School (St. Eds) will establish a formal mentoring program where Indian River State College faculty & staff work with St. Eds' students and instructors on research opportunities for the STEM Fair, including supervised on-campus research using our lab spaces, if needed.

ALTERNATIVE(S): Without agreement in place, students from St. Edwards School will not be allowed to participate in guided research opportunities with college faculty & staff.

FOR CONTRACTS:

1. **TERM:** 1-year upon signature by both parties
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** 60 days written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Anthony Dribben

DATE: 7/2/26

BOARD ACTION:

DATE: 8/25/26

MEMORANDUM OF UNDERSTANDING**Between****The Board of Trustees of Indian River State College and
St. Edwards School
For STEM Fair Mentorship Program**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”) is made and entered into by and between the **Board of Trustees of Indian River State College**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981 (hereinafter referred to as the “College”), and the **St. Edwards School**, 1895 St. Edwards Drive, Vero Beach, Florida 32963 (hereinafter referred to as the “St. Edwards School”) (collectively known as the “Parties”).

WITNESSETH

The College hereby agrees to allow the St. Edwards School use of its facilities and the St. Edwards School agrees to the usage of such facilities under the following conditions:

1. SPECIFIC RESPONSIBILITIES OF THE COLLEGE

- a) The College agrees to allow, without compensation, the St. Edwards School use of available classroom, lab, and conference facilities (“Facilities”) for the purpose of establishing a formal mentoring program where College faculty and staff work with the St. Edwards School’s students and instructors on research opportunities for the STEM Fair, including supervised on-campus research (“Authorized Purpose”). The College reserves the sole right to determine which Facilities may be used and to what extent or duration.
- b) Subject to the other needs of the College, the College will also allow use of available instructional materials as necessary to accomplish the purposes of the mentorship program contemplated by this MOU.
- c) To the extent available and subject to the willingness to participate, the College will allow faculty and staff members of the College to serve as mentors for students and staff from the St. Edwards School in selected departments of the College.
- d) The College shall have the overall authority and discretion over its Facilities and grounds and their use.

2. SPECIFIC RESPONSIBILITIES OF THE ST. EDWARDS SCHOOL.

- a) The St. Edwards School shall use the Facilities in accordance with this MOU for the Authorized Purpose and shall not permit the Facilities to be used for any other purpose.



- b) The St. Edwards School shall comply with (1) any College rules and policies applicable to the Facilities as may currently be in existence or that may be subsequently modified or adopted, and (2) any other law or regulation applicable to the Facilities. The St. Edwards School shall not do or permit to be done in or about the Facilities, or bring, or keep, or permit to be brought or kept therein anything which is prohibited by, or which will in any way conflict with, any College rule or policy, or local, state, or federal law or regulation.
- c) The St. Edwards School shall not do or permit anything on or about the Facilities which will in any way damage the Facilities, obstruct or interfere with the rights of other users or occupants of College's facilities, or injure or annoy them, or use the Facilities or allow them to be used for any unlawful purpose.
- d) In no case shall the number of persons exceed the capacity of the portion of the Facilities being used. No portion of the sidewalks, entries, passages, vestibule, halls, stairways, or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.
- e) The College shall not be responsible for any items left at the Facilities by the St. Edwards School or for the theft, loss, or damage to the St. Edwards School's property or equipment, or property or equipment belonging to any employee, agent, guest, patron or invitee of the St. Edwards School.
- f) The St. Edwards School assumes ultimate responsibility for the educational experience and evaluation of student(s).
- g) In case of accident or illness involving the student(s) while in the College facilities, the St. Edwards School shall facilitate, if necessary, emergency treatment, at the student's(s') own expense and in compliance with St. Edwards School's policies and procedures.

3. INSURANCE and INDEMNITY PROVISIONS.

- a) The St. Edwards School shall provide proof of General Liability Insurance or other evidence of insurance which provides coverage as follows: Each Occurrence \$1,000,000; General Aggregate \$3,000,000. The Board of Trustees of Indian River State College shall be named as an additional insured, and a thirty (30) day notice of cancellation shall be required. Coverage for Sexual Abuse and Molestation must be included in the commercial general liability insurance and/or an additional insured endorsement must be attached to the certificate of insurance. The additional insured endorsement should be issued on an ISO or similar form and apply on a primary and noncontributory basis.

- b) \$1,000,000 Damage to Premises (Each Occurrence);
- c) Adequate Worker's Compensation insurance coverage for its employees as required by Chapter 440, Florida Statutes; and
- d) Professional liability and/or employee and officer insurance coverage for their employee actions.
- e) The St. Edwards School shall indemnify and hold harmless the College for any acts or occurrences or injury or liability incurred in the course or scope of this MOU or operation of the program covered by this MOU.

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

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

6. DISCRIMINATION. No person shall, on the basis of age, ancestry, citizenship status, color, disability, ethnicity, genetic information. Gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status, be executed from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by either party, except as provided by law.

7. DURATION. This MOU shall commence upon the date of signature of both parties. The term of this MOU shall be for a period of one (1) year, which shall be needed to be renewed for subsequent one (1) year period on the anniversary date, unless terminated earlier by either of the parties. This MOU may be terminated by either party hereto upon written notice of intent to terminate commensurate to a period sixty (60) days prior to termination.



SCHOOL OF SCIENCE

3209 VIRGINIA AVENUE
FORT PIERCE, FL 34981-5596
PH: 1-772-462-7503
FAX 1-772-462-7447

8. ENTIRE AGREEMENT. This MOU represents the entire agreement among the parties hereto and shall be deemed to supersede any prior discussions or agreements among the parties hereto. This MOU may not be amended or modified except by written instrument signed by the parties hereto.

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

If to the College:
Indian River State College
Attn: Executive Dean of Science & Math
3209 Virginia Ave.
Fort Pierce, FL 34981

With Copy to:
Indian River State College
Attn: General Counsel
3209 Virginia Ave.
Fort Pierce, FL 34981

If to St. Edwards School:
Saint Edward's School
Attn: Jennifer Wyly, CFOO
1895 Saint Edward's Drive
Vero Beach, FL 32963

10. PUBLIC RECORDS. The parties acknowledge that this MOU is subject to Chapter 119 Florida Statutes regarding public records. As such, the terms of the MOU and all documents, papers, letters, or other material made or received by the parties in conjunction with execution of the MOU are subject to public disclosure, unless the records are exempt pursuant to Art. I, § 24(a), Fla. Const. and § 119.07 Florida Statutes.

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

The Board of Trustees of Indian River State College

St. Edwards School

Timothy E. Moore, Ph.D, President

Name/Title: Jennifer Wyly, CFOO

Date:

Date:



SUMMARY OF ITEM FOR
ACTION

TOPIC: SkillSoft LLC Order Form for 2026-27 Contract for Percipio Learning

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:

Skillsoft provides Percipio Learning, a learning platform that is currently in use in both academic courses and as part of Human Resources compliance efforts. This order form is to continue services for the 26-27 academic year.

ALTERNATIVE(S): Lose access to course content and staff compliance materials.

FISCAL IMPACT: \$78,446.08, in budget.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Mia Tignor

DATE: 8/4/26

BOARD ACTION:

DATE: 8/25/26



ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of July 1, 2026 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and Indian River State College ("Customer"), and issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Indian River State College dated May 1, 2018 (the "Agreement").

1. SUBSCRIPTION DETAILS

START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
July 1, 2026	June 30, 2027	Business - All Languages	1,500
July 1, 2026	June 30, 2027	Software Development - All Languages	1,500
July 1, 2026	June 30, 2027	Technology - All Languages	1,500
July 1, 2026	June 30, 2027	Foundational Platform Capabilities	1,500

DEPLOYMENT METHOD: Percipio

START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
July 1, 2026	June 30, 2027	Percipio Compliance	1,200
July 1, 2026	June 30, 2027	Percipio Compliance Access Model	30,000

DEPLOYMENT METHOD: Percipio Compliance

Course Access Model shall permit one (1) Customer employee to access and use via the Deployment Method listed above, one (1) course, of the Percipio Compliance Complete collection ("Course Access"). The Course Access shall be deemed consumed when the relevant course is completed by the relevant Authorized User. For the avoidance of doubt an Authorized User may have more than one Course Access, provided always that the total number of Course Accesses does not exceed the number of Course Accesses set forth in the table above during each annual term of the Agreement. Notwithstanding the foregoing, the parties agree that every unconsumed Course Access granted in an annual term of this Order Form shall expire on the last day of said annual term. In no event shall Customer be entitled to (a) carry over any unused Course Accesses after the end of an annual term or the Subscription Term of this Order Form; or (b) receive a refund for any prepaid but unused (un-completed) Course Accesses.

Course Access Details.

- Courses.** Skillsoft agrees that Customer's employees shall be entitled to select from the courses in the Percipio Compliance Complete. For the purposes of clarification, one (1) Course completed by one (1) Authorized User shall be deemed a consumption of one (1) Course Access.
- Access Grant.** Skillsoft hereby grants to Customer the number of Course Accesses listed in the table above for each annual term, subject to the terms and conditions of the Agreement.
- Reporting.** If the Course Access Model is deployed outside of Skillsoft's platform, Customer agrees that, if requested by Skillsoft, Customer will provide a usage report to Skillsoft ("Usage Report"). The Usage Report shall include details of all users of the Course Access Model. The purpose of the Usage Report shall be to show the number of users that accessed the Course Access Model in the preceding month.

2. SUBSCRIPTION FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL SUBSCRIPTION FEES
Y1	78,446.08 USD
TOTAL	78,446.08 USD

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

Customer's purchase order is due upon execution of this Order Form by Customer. Customer's failure to provide a purchase order upon execution shall not be deemed to change or delay Customer's payment obligations, nor will such failure invalidate any invoice issued by Skillsoft.

3. ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

- Authorized Audience** means the number of Authorized Users that may access and use the Skillsoft Product(s) set forth herein for the Subscription Term.



- **Authorized User** shall mean an individual employee of Customer based in the Territory who is authorized by Customer to access the Skillsoft Products.
- **Business** is a collection of selected assets in the area of business skills. Skillsoft reserves the right to modify, restrict, or update any content contained in the Business collection throughout the term of this Order Form.
- **Foundational Platform Capabilities** shall mean platform access for the delivery of and access to the Skillsoft Products, which includes but is not limited to content delivery, user management, library management, custom channels, standard curated journeys and channels, outbound LMS integration, standard digital badging, course configuration tool, search and browse, learner tracking, site branding, and standard reporting.
- **Percipio** shall mean a deployment method for the delivery of and access to the Skillsoft Products whereby Skillsoft shall host the Skillsoft Products on Skillsoft servers located in the United States and by which Customer may obtain access to the Skillsoft Products. Customer may not customize Percipio. Skillsoft shall provide installation of any maintenance releases and/or new version releases to the Percipio platform at no extra charge to Customer. The timing of such installations will be at Skillsoft's discretion. Skillsoft shall maintain backups of customer data for a period of not more than ninety (90) days.
- **Percipio Compliance** means an interface located on Percipio by which Customer shall access all subscribed compliance products hosted on Skillsoft's Online Training Academy platform.
- **Software Development** is a collection of selected assets in the area of software development. Skillsoft reserves the right to modify, restrict, or update any content contained in the Software Development collection throughout the term of this Order Form.
- **Subscription Consumption** occurs when an Authorized User has accessed the Percipio platform. Further, once a member of the Authorized Audience has accessed the Percipio platform, that member is considered to have consumed a subscription for the Skillsoft Product(s) that have been assigned to that member for the remainder of the then current annual Subscription Term. Notwithstanding the foregoing, Skillsoft agrees that subscriptions for terminated employees of Customer can be exchanged for a new Authorized User during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's Subscription Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.
- **Subscription Term** means the period of time from the Start Date to the End Date.
- **Technology** is a collection of selected assets in the area of technology skills. Skillsoft reserves the right to modify, restrict, or update any content contained in the Technology collection throughout the term of this Order Form.
- **Territory** shall mean North America, however, if any portion of the Territory is subject to an embargo or other legal restriction imposed on either party, that portion of the Territory shall be deemed excluded from the definition of "Territory".

RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Skillsoft Products provided hereunder.

The authorized representatives of Skillsoft and Customer have executed this Order Form signifying their agreement to its contents.

SKILLSOFT (US) LLC

By:

Name:

Title:

Date:

INDIAN RIVER STATE COLLEGE

By:

Name: Tim Moore, PhD

Title: President

Date: 6/18/26

IC-8820 | Graves

EXHIBIT A
CUSTOMER INFORMATION EXHIBIT

BILL TO	Indian River State College
CONTACT	Mia Tignor
PHONE	772-462-7212
E-MAIL	mtignor@irsc.edu
ADDRESS	3209 Virginia Ave
CITY	Fort Pierce
STATE	FL
COUNTRY	US
ZIP CODE	34981-5596

SHIP TO	Indian River State College
CONTACT	Mia Tignor
PHONE	(772) 462-7212
E-MAIL	mtignor@irsc.edu
ADDRESS	3209 Virginia Ave
CITY	Fort Pierce
STATE	FL
COUNTRY	US
ZIP CODE	34981

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AGENDA ITEM NO. 16h – 16m
DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR
ACTION

TOPIC: Personnel Actions

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: X 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

SUBMITTED BY: Vonrick Alexander

DATE: 8/6/26

BOARD ACTION:

DATE: 8/25/26

August

Full-Time Appointments:

Angelina Alberto (Program Specialist, Nursing)
Cheryl Askey (Social Worker/Mental Health Counselor, Clark Advanced Learning Center)
Mayra Yesica Ayala (Assistant Registrar, Student Records)
Assunta Bailey (Clerk, Small Business Development Center)
TaTanisha Baker (Associate Vice President of Technology, Strategic Initiatives)
Rachel Ariel Barnum (Admissions Counselor, Pruitt Campus)
Chere Burres (Financial Aid Advisor, Pruitt Campus)
Brian Butts (Assistant Professor I, Physical Sciences)
Mireya Catalan (Admissions Counselor, Okeechobee County)
Jennifer Chripczuk (Human Resources Benefits Partner, People and Culture)
Joel Cook (Artificial Intelligence (AI) Technology Architect, Artificial Intelligence)
Ashley Corsello (Library Public Services Coordinator, Learning Resources)
Timothy Dilger (Application Analyst - Student Information Systems, Advising and Career Services)
Kenneth Flanagan (Maintenance Technician Lead, Physical Plant - Chastain Campus)
Chathura Bambaranda Gamage (Assistant Professor I, Mathematics)
Ronald Graham (Assistant Director - Military and Veterans Services, Advising and Career Services)
Rebecca Hewitt (Head Softball Coach, Athletics)
Luann Hoyseth (Executive Director/Principal - Indiantown High School, Charter Schools)
Payton Hulsey (Assistant Men's Basketball Coach, Men's Basketball Athletics)
Anastazia Huryan (Teacher, Indiantown High School)
James Jeffers (Director of Faculty Professional Learning, Continuing and Adult Education)
Aleita Kinman (Assistant Professor I, Public Service Education)
Cortni Lawson (Assistant Professor I, School of Nursing)
Miranda Lee (Administrative Assistant II, Recruitment and Admissions)
Mercedes Loza (Custodian, Indiantown High School)
Jennifer Elizabeth Luna (Administrative Assistant II, Public Service Education)
Chelsea Martin (Student Conduct Case Manager, Student Conduct)
Jai Matthews (Teacher, Indiantown High School)
Corey Merritt (Groundskeeper, Grounds)
Max Parks (Assistant Professor I, Humanities)
Justin Ramirez (Groundskeeper, Grounds)
Lindsay Raya (Clerical Assistant, Criminal Justice Institute)
Britney Rhoads (Groundskeeper, Grounds)
Brooke Romance (Administrative Assistant II, Facilities)
Monica Rosenthal (Tutoring Center Specialist, Tutoring Centers)
Rachel Rouse (Assistant Professor I, School of Nursing)
Eric Schlossberg (Instructor, Hospitality and Culinary Management)
Melody Schmitt-Foreman (Tutoring Center Coordinator, Tutoring Centers)
Shawn Sickler (Maintenance, Physical Plant/Maintenance)
Geraldo Silva-Creighton (Assistant Professor I, School of Nursing)
Yvonne Soto (Adult Education Instructional Coordinator, Adult Secondary Education)
Edzel St. Louis (Teacher, Indiantown High School)
Eva Thall (Student Wellness Case Manager, Student Wellness)
Bradey Wright (Assistant Professor I, Public Service Education)

Retirements:

Kevin Cooper (Executive Director of Innovation and Business Development, Research and Institutional Effectiveness)
Anna Hubbard (Associate Dean of Health Sciences, Health and Human Sciences)
Elizabeth Raulerson (Associate Professor, Public Service Education)

Glenn Sellan (Academy Coordinator I, Criminal Justice Institute)
Jose Veliz (Technology Support Specialist, Computing Support Services)
Michael Vogt (Assistant Professor II, Health Sciences)
Elizabeth Zeiss (Associate Professor, Mathematics)

Separation of Service:

Jessica Bejarano (Learning Management System (LMS) Coordinator, IRSC Online)
Catiana Bois (Perkins Project Specialist, Business)
Louis Caprino (Executive Dean of Public Services, Academic Affairs)
Adam James Cox (Career Pathways Facilitator, Adult Secondary Education)
Wendy DiTroia (Clerk, Public Service Education)
Kari Eden (Administrative Assistant III, Academic Affairs)
Lisa Lynn Embrey (Teacher, Indiantown High School)
Jeraldine Foster Ewing (Interim Program Director - Educational Opportunity Center, Student Life)
Aperal Glover (Custodian, Custodial)
Aaron Goodale (Assistant Professor I, Public Service Education)
Jena Green (Assistant Professor I, Health Science)
Ida Johnson (Program Specialist, Educational Opportunity Center)
Maygan Capri Johnson (Senior Director of Development, Advancement)
Katlyn Klein (Academic Advisor, Pruitt)
Asiya Krayee (Interim Records Specialist, Student Records)
Tessa Lindberg (Assistant Softball Coach, Softball Athletics)
Winter Matos (Accounts Receivable Supervisor, Student Financials)
Tawanda Nyahasha (Assistant Professor I, English and Communications)
Tracie Pacheco (Assistant Professor I, Health Sciences)
Suzanne Prior (Career Coordinator, Clark Advanced Learning Center)
Jaime Raya (Clerical Assistant, Criminal Justice Institute)
Kerly Smith (Program Specialist, Educational Opportunity Center)
Davion Taylor (Receiving Clerk, Procurement)
Tina Thomas (Assistant Professor I, Physical Sciences)
Jennifer Tirado (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
Kathleen Walter (Public Relations Manager - Public Information Officer, Brand Experience)
Christina Westbrook (Academic Coordinator, Educational Talent Search)

Regular Part-Time Appointments:

Aaron Archer (Clerk, Mailroom)
Monica Brooks (Admissions Specialist, Recruitment and Admissions)
Gregory Gallagher (Public Safety Officer, Campus Safety)
Olivia Howse (Chair Assistant, Physical Sciences)
David Reichelt (Administrative and Technology Support, Campus Safety)
Benjamin Tinajero (Chair Assistant, Graphic Design Technology)

Part-Time Temporary Non-Instructional Appointments:

Aryanna Alberts (Child Development Center Teacher Assistant, Child Development Center)
Mary Donnelly-Keever (Administrative Assistant I, Advancement)
Virginia Finica (Chair Assistant, Public Service Education)
Adrian Gonzalez (Lifeguard/Instructor, Aquatics)
Umbreen Janjua (Substitute Teacher, Clark Advanced Learning Center)
Emma Kelly (Substitute Teacher, Clark Advanced Learning Center)
Aniko Laduczki-Arms (Program Assistant, Biological Sciences)
Charles Lindsay (Testing Assistant, Assessment Services)

Caden Martinez (Lifeguard/Instructor, Aquatics)
Elizabeth Outten (Tutor, Upward Bound - St. Lucie County)
Chase Richards (Lifeguard/Instructor, Aquatics)
Angelina Rubio (Testing Assistant, Assessment Services)
Pedro Sanchez (Program Specialist, Biological Sciences)
Susan Snyder (Testing Assistant, Assessment Services)
Alec Sonne (Lifeguard/Instructor, Aquatics)
Natasha Stephenson (CDL Training Facilitator, School of Continuing Education)
Isaiah Tuttle (Lifeguard/Instructor, Aquatics)

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

Khaleda Begum (Practical Nursing)
Lamia Benyamine (Mathematics)
Donna Bialon (English as a Second Language)
Nathaniel Burley (Fire Science)
KeAndrea Davis (Paralegal Studies)
Jennifer Diaz (Criminal Justice)
Enida Dode (Physical Sciences)
Eve Ennis (English and Communications)
Stacy Ferrari (Practical Nursing)
Morgan Green (Criminal Justice)
Christopher Kneidel (Criminal Justice)
Shirley Maycock (English as a Second Language)
Dadre McCreary (Criminal Justice)
Jodi Richards (Mathematics)
David Teitelbaum (Criminal Justice)
Russell Voisin (Applied Technology)