District Board of Trustees
Personnel & Compensation Committee Meeting
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, A301
3209 Virginia Avenue, Fort Pierce, FL 34981

August 25, 2026 – 9:30 AM

AGENDA

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1. Call to Order – *Trustee Schirard, Chair*

2. Review and request approval – *Chair Schirard*
    a. President's Annual Performance Review
    b. Performance Outcome Incentive *(Referenced in Section 4.2 of the Employment Agreement)*
    c. Fifth Amendment to the President's Employment Agreement & Compensation Package
    d. 2026-27 Presidential Goals and Objectives

3. Request approval of the Award of Continuing Contract and/or Faculty Promotion – *Dr. Heather Belmont*

4. Request approval of the Instructional Personnel Appointments effective August 1, 2026 for Annual Contract – *Dr. Heather Belmont*

5. Request approval of the Instructional Personnel Appointments funded through grants or the Foundation effective August 1, 2026 for Annual Contract – *Dr. Heather Belmont*

6. Request approval of Special Payments for the 2026/27 Academic Year for Department Chairs/Program Directors – *Dr. Heather Belmont*

7. Adjourn

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR *ACTION*

TOPIC: Presidents Annual Performance Review & Performance Outcome Incentive

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

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

SUMMARY:
Chair Brant Schirard will review the Presidents Performance Summary with the Committee Members. Based on Dr. Moore's performance, the Committee will recommend:

1. Accepting the results of the Presidents Annual Performance Review and submitting it to the State.
2. Determining the Performance Outcome Incentive per the Employment Agreement, the Board may award any amount of incentive from zero to the maximum of twenty percent (20%) of Dr. Moore's base salary based on his 2025/26 performance.

Amounts based on Percentage of 2025/26 Base Salary

5%	10%	15%	20%
$25,850	$51,700	$77,550	$103,400

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

CHAIR'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Chair Brant Schirard DATE: 8/26/25

BOARD ACTION: DATE: 8/26/25

2025-2026 BOARD OF TRUSTEES SUMMARY EVALUATION REPORT OF THE PRESIDENT

Directions: Please note a qualitative and quantitative assessment is sought for each evaluation factor. For each category, in addition to your comments, please describe whether you believe the President has demonstrated strong performance, satisfactory performance, or where further development is needed. To further facilitate the rating of the President's performance, please add a numerical rating to your comments on a scale of one (1) to three (3). Numerical ratings have the following meanings:
1 – Exceeds; 2 – Meets Expectations; 3 – Does Not Meet Expectations.

EVALUATION FACTORS	PERFORMANCE	EXPECTATIONS (Please circle one)
Annual Priorities and Goals – 2025-26 How effective was the President: • Attaining the goals approved by the Board? • In demonstrating the attainment of the goals set e.g. comparative data, trends, and ratio analyses of the metrics? • In communicating the attained goals?	**Board Comments**: • Dr. Moore has led his team to record enrollment through the Promise Program as well as continuous outreach to the community and graduation rates are at an all-time high. (S. Caron) • IRSC has been conservatively fiscal and exceeded years past with regards to the fund balance under Dr. Moore's direction. (S. Caron) • Continues to deliver student growth (J. Conrado) • The promise program has been very successful (J. Conrado) • Balanced budget (J. Conrado) • Dr. Moore, with the assistance of his leadership team, has remained committed to driving forward the strategic goals for the college as set by the DBOT. (V. Davis) • The Promise Program continues to meet the needs of the district and offers college opportunities available for first generation students with more than 50% of new students falling into this category. (V. Davis) • Having had the opportunity to attend six summer graduation ceremonies, it was gratifying to experience 'a sea' of Promise stalls worn by students crossing the platform to receive their diploma. (V. Davis) • Budget reserves remain in place. My goal for reserves is 10%. At 8.2%. (A. George) • Increased enrollment appears on course (A. George) • Yes in communicating the attained goals. Insufficient info to know changing goals. (A. George) • The promise program has continued to be extremely successful in drawing new students and increasing out FTE. (M. Kindell) • We are moving towards the goal of converting software to improve student experience and improve reporting abilities. (M. Kindell)	**1 – Exceeds (7 of 8)** 2 – Meets (1 of 8) 3 – Does Not Meet

	• Our financial position in the Foundation has continued to grow stronger. (M. Kindell) **President's Comments:** I believe that I have continued to exceed the DBOT's expectations and goals this rating period as noted by the continued growth in the College's enrollment, expansion of our sponsored programs portfolio and the increasing strength of our Foundation. Our First Generation and FTIC student numbers have continued to increase. The College's brand continues to gain prominence in the District and is now recognized as the "first choice" educational provider of District students and is gaining awareness due to social media arising from our graduation ceremonies. The IRSC Promise Program continues to drive our enrollment gains as evidenced by the Spring's Commencement ceremony that witnessed over 30% of the graduating class consisted of Promise students. Promise continues to deliver the most diverse First Year class in our history with 55% of students identifying as underrepresented minorities, more than 50% of new students are first-generation students and 49% are Pell Grant eligible. The Promise Program is driving the College to continuously improve data collection processes. This data provides insight into enrollment by HS students and their subsequent performance and retention. These data are now more closely aligning with state certified numbers resulting in a more stable and predictable budget forecasting process for the college. IRSC's FTE numbers increasing to approximately 11,800 ~ a 5% growth in enrollment from last year. Each of the assigned goals has been relayed to the DBOT at various points throughout this rating period. My efforts to harmonize the DBOT and the Foundation Board of Directors has been successful as these boards work synergistically to meet the needs of our students and fulfill our mission. IRSC continues to enjoy a balanced budget. We have successfully completed our fourth consecutive operational and financial audits for the College and Foundation with zero findings or deficiencies. We continue to increase our budget reserves to almost $20M. We have increased our Sponsored Programs proposals to more than $60 Million despite a challenging federal budget environment.	

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<td>Strategic Leadership

How effectively does the President:
Demonstrate an understanding of the culture of the organization and convincingly tell its story?
Discern and communicate the meaning of external trends and the institution’s strategic situation?
Renew the mission and articulate a compelling vision?
Shape a productive strategy process and enlist the participation and confidence of others in it?
Implement the strategy and make things happen to achieve competitive advantage and respond to the driving forces of change and competition?</td>
<td>Board Comments:
Dr. Moore is continually “telling the story” of our students, shown most notably at every Commencement Ceremony. (S. Caron)
Dr. Moore’s and his team's efforts have drawn substantial philanthropic donors that have enhanced the goals and objectives of IRSC. (S. Caron)
His strategic skills and execution of same have continued to move IRSC into the future superseding the boards expectations (S. Caron)
I.R.S.C. has developed partnerships with local businesses and communities that will benefit our students in future careers. (J. Conrado)
The expansion of the nursing program continues to exceed expectations. (J. Conrado)
Dr. Moore effectively tells the Indian River State College story to varied groups throughout the district. An invitation to speak is never turned down. If unavailable, a designated member of the leadership team will share IRS C's story providing a visionary update. (V. Davis)
The mission and vision of the college is always articulately delivered with student success and meeting the needs of our local workforce front and center. (V. Davis)
Dr. Moore led the Florida College System to convert colleges to the State Health Insurance program which was implemented this year reducing premiums for faculty and staff. (V. Davis)
Dr. Moore knows IRSC’s strengths and weaknesses. (A. George)
Excellent at telling the strengths (A. George)
Internal weaknesses not as clearly communicated (A. George)
Always renews the mission and articulates a compelling vision (A. George)
Significant ongoing (upper) administration turnover is concerning. Key admin mostly have been with us for a long time. (A. George)
Yes – implements the strategy and makes things happen to achieve competitive advantage and respond to the driving forces of change and competition (with Okee-One being a significant failure for now) (A. George)
Dr. Moore has continued to drive the “story” of IRSC with social media and recognition of student overcoming adversities. (M. Kindell)
We have continued to stay ahead of many schools that are struggling to change with the times and stay afloat. (M. Kindell)</td>
<td>1 – Exceeds (8 of 8)

2 – Meets

3 – Does Not Meet</td>
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	• Dr. Moore has been intentional with thinking outside the box to create partnerships for the college and opportunities for our students. (M. Kindell) **President's Comments:** IRSC maintains its status as a pro-business partner to our District. Our mission statement and strategic plan are now aligned and serve to support my vision to position IRSC as the lowest cost, highest quality educational enterprise for our students. The expansion of the Nursing Program continues to exceed expectations with IRSC RN graduates with > 94% first-time NCLEX passage rates. The Pruitt Human Health Sciences campus is nearing finalization to establish an Osteopathic Medicine College and a Pharmacy College as respective donor discussions near completion. The prospect of adding these two professional programs will improve the Districts economy, as well as improve healthcare access to our stakeholders and provide career destinations for our students. The college has clearly demonstrated the ability to conceive, develop and complete simultaneous largescale capital projects, secure legislative support and grow enrollment. These efforts have drawn the interest of large philanthropic donors to assist the College in our mission. The Florida Tax Watch study reports that the College's Economic Return on Investment in the District exceeds $1B annually.	
Educational Leadership How effectively does the President: • Propose educational directions and priorities that motivate others? • Assure academic quality by expecting the use of evidence to improve performance? • Mobilize resources to support educational programs? • Encourage and enable educational and curricular change and innovation? • Understand and participate in academic governance and collaborative decision-making? • Attract and retain strong faculty?	**Board Comments:** • Under Dr. With Moore's leadership and direction, IRSC remains the only FCS institution with free access to a patent attorney for all faculty, staff and Students. Both Faculty and Staff Senates serve with open communication to all including the BOT, Foundation Board, Coworkers and Students at every level which leads to positive outcomes on every level. (S. Caron) • The conversion to the state health insurance program has greatly reduced premiums and gives I.R.S.C. the ability to recruit and retain employees. (J. Conrado) • Professional development is offered to all full-time faculty focused on evidence-based practices Success rates in redesigned Gateway courses (V. Davis) • (English and Math courses) were realized with a 1.6% increase rate in 2025 vs. 2024 (V. Davis) • New AI programs have been developed and close to implementation for faculty, staff and students. (V. Davis)	**1 – Exceeds (7 of 8)** **2 – Meets (1 of 8)** 3 – Does Not Meet

	• Strongly concerned that we have no MLT students enrolled with apparent postponement to spring. Hospital workforce needs remain high. (A. George) • Encourages and enables educational and curricular change and innovation – sometime too much (A. George) **President's Comments:** IRSC remains highly focused on our academic content and the delivery of that content in light of our continual growth of FTIC enrollment and profound changes in the higher education space. This year our enrollment growth was 5% over the previous reporting period. We are preparing our students for success in the competitive employment landscape through the leverage of unique partnerships with Adobe, Wolfram, Bloomberg and SuperHuman AI products. We are preparing to more strongly emphasize workforce training, micro-credentials and industry certificates as our students seek out prompt pathways to employment. IRSC remains the only the FCS institution with free access to a patent attorney for all faculty, staff and students. IRSC has both Faculty and Staff Senates which serve to promote access to senior administrators in order to improve team cohesion and open communications throughout the College. Senior administrators routinely address and engage the SGA to ensure that student representatives clearly understand trends and direction of the College and to question senior administrators about specific aspects of the College. The SGA is fully connected with the student-facing operational budget review and approval process. The College led the Florida College System in championing the conversion of all FCS colleges to the State Health Insurance program. This conversion has greatly reduced health insurance premiums for each employee and expands the range of health services for each employee. This feature of our benefits plan continues to dramatically enhance the morale of our faculty, administrative and staff recruiting and retention efforts.	
Organizational Management How effectively does the President: • Manage – analyze, organize, plan, direct, evaluate, renew – basic institutional processes and resources (finances, technology,	**Board Comments:** • Dr. Moore has created an Exception team that works in unison to uphold the Goals and Objectives of IRSC. Throughout his tenure, he has been steadfast on making timely decisions and doesn't waver on having to make the hard decisions. (S. Caron)	**1 – Exceeds (7 of 8)** **2 – Meets (1 of 8)** 3 – Does Not Meet

human resources, facilities, services, etc.)? • Create a sense of urgency and drive results in key performance areas such as admissions, enrollment, retention, student learning, fundraising, research, service, finances, and facilities? • Set high standards and hold people responsible for results? • Make clear and timely decisions? • Make tough decisions? • Use analytical and creative thinking to solve problems? • Plan for and manage crises? • Attract, retain and develop talented personnel? • Build a leadership team and empower and motivate them to achieve beyond their expectations?	• He works hand in hand with his team from the top to bottom and handles any crisis that may arise with professionalism and timely manner. (S. Caron) • The transition away from workday is a fantastic achievement, I never thought this would be possible. (J. Conrado) • Conversion from Workday to Banner was completed for students and in the final stage of conversation for finance. (V. Davis) • Sound business practices are in place (V. Davis) • Employees received a 2% pay increase and finances are stable. (V. Davis) • Transition from Workday has been costly, but necessary. Awaiting update on new system's 1st semester plusses and minuses. (A. George) • Creates a sense of urgency and drives results in key performance areas such as admissions, enrollment, retention, student learning, fundraising, service, finances, and facilities – not sure on research. We need to discuss expansion needs of Advanced Manufacturing Center (A. George) • Some of Dr. Moore's upper level hires have been disappointing. Vetting process should have revealed prior problems. (A. George) • Sometimes taking too long to make tough decisions (A. George) • Attracts, retains and develops talented personnel but also attracts and retains problematic leadership. (A. George) • He very much builds a leadership team and empowers and motivates them to achieve beyond their expectations. (A. George) **President's Comments:** IRSC finances and financial controls remain strong and fully transparent to the DBOT, the Foundation Directors and for EOG Directed DOGE and Agency-directed audit activities. We continue to improve and revise our budget development, budget control and budget authority across all divisions, thereby providing divisional leaders more operational control of their budgets and improving budget accountability, while controlling costs. We are now nearing a full understanding of our cost of business – including cost of capture of students, costs of instructional delivery and cost of goods and services – as we continually work to transform the budget and budget process. The Banner ERP conversion away from WorkDay is nearing completion. Ellucian student went live on July 8th and the new ERP will play an important role in the control and tracking of finances at the college.	

	The conversion of College Payroll from Finance to Human Resources with the help of ADP is well underway with an anticipated Go Live date of January 2027. 2027 will see IRSC with a new ERP and an all new ADP-driven payroll structure. Normally these changes require 2.5 to 3 years. The College will complete all changes within an 18-month period. AI has now been fully deployed across the College for all faculty, staff and students. New AI programs for the College's Learning Management System (LMS) are nearing completion which will allow the College to migrate away from CANVAS and save the College more than $650K in licensing fees. The IRSC Promise Program continues to serve a best-in-class student recruiting and retention offering in the state of Florida. Our continued use of "retail" client engagement campaign continues to generate record FTIC and First-Generation cohorts. We have expanded our Student Success model to include continual improvements in Student Life services which is receiving high praise from our students. Rollback of Athletics' reliance upon student fee revenue means that we are able to provide additional resources for our students. During this rating period, IRSC provided IRSC employees with a 2.0% COLA increase as part of our overall commitment to assist our employees in keeping pace with inflation while at the same time supporting our team members with the deployment of the new state group insurance plan (SGIP) thereby reducing the cost of insurance and expanding health coverage. Recent leadership improvements have been centered on creating the culture conducive to individual creativity, ownership and confidence to implement changes. I continue to support this change by creating urgency through the use of a velocity-to-target mindset and by providing active leadership. I remain highly proud of the leadership team at IRSC. This occurred as a result of a unified leadership team who worked closely with the College's workforce. This is a significant achievement.	
Financial Management How effectively does the President: • Understand and manage the organization's financial dynamics, metrics and processes	**Board Comments:** • Dr. Moore is fiscally conservative keeping the Students and Faculty members as the priority while maintaining a balanced budget and increasing the fund balance. (S. Caron)	**1 – Exceeds (6 of 8)** **2 – Meets (2 of 8)** 3 – Does Not Meet

(budgeting, costs, revenues, overhead, balances, and investments) and communicate financial realities to stakeholders? • Manage resources efficiently and build long-term financial equilibrium? • Inform and engage the Board appropriately?	• The college has a balanced budget and a surplus, Ms. Pacacha is a superstar, happy that she was given the opportunity to do the job. (J. Conrado) • The college has a balanced budget (V. Davis) • Promise Program has increased the number of students attending classes = higher FTE (V. Davis) • Cost of doing business has been reduced while the reserve has increased to almost $20 million (V. Davis) • The college's return to the exceeds $1 billion annually according to Florida Tax Watch (V. Davis) • The Foundation has embarked on a $55M campaign to help sustain the Promise Program (V. Davis) • Mostly manages resources efficiently and builds long-term financial equilibrium. (A. George) • Informs and engages the Board appropriately as best I know (A. George) **President's Comments:** Ms. Pacacha has excelled in the role of CFO and was equal to the task of creating and posting the College's FY 2026/2027 budget. The College has now generated more than $15M in carry-forward balance. The College's financial resources continue to separate IRSC from many other FCS colleges. Lastly, our most recent state audits were concluded without major defects or findings. The College and the IRSC Foundation continue to operate in a full, open and transparent manner for the DBOT, our team members and our state stakeholders. We continue to enjoy a balanced budget. IRSC Audit Controls have been strengthened and the College and Foundation have each received passing audits during this rating period. We continue to utilize the full weight of the College's purchasing and negotiating powers in order to secure best pricing and cost reduction for all acquisitions. We continue to utilize DBOT retreats and one-on-one DBOT member meetings to further improve DBOT and College leadership communications and operational transparency.	
Work Plan How effectively does the President: • Provide on-going and timely updates regarding the	**Board Comments:** • Dr. Moore provides updates at every BOT monthly meeting and is always open for suggestions and recommendations. He meets and often exceeds the goals of the BOT. (S. Caron)	**1 – Exceeds (7 of 8)** **2 – Meets (1 of 8)**

implementation, progress, milestones achieved and concerns? • Meet the goals established by the Board and approved by the Board of Trustees?	• As a trustee I enjoy open and transparent communication with leadership. (J. Conrado) • Updates are provided to the DBOT on a regular basis through regular board meetings, work.5hops, and one-on-one meetings -when necessary (V. Davis) • Regular updates on the status of DBOT strategic goals are provided (V. Davis) • Provides on-going and timely updates regarding the implementation, progress, milestones achieved and concerns – Yes on the positives. Hiring of outside people to upper tier of leadership has been problematic. (A. George) • Yes to meets the goals established by the Board and approved by the Board of Trustees; except Okee-One, a significant failure (to date). (A. George) • I would like to see more interaction between individual board members and administration at the local level. I think this would increase more intimate knowledge of local happenings and allow board members to be more prepared to address local concerns. (M. Kindell) **President's Comments:** The entire leadership team remains empowered and directed to engage the DBOT regarding their respective operational areas of the College. This includes routine DBOT meetings, Board Retreats, and one-on-one meetings with Trustees. This results in a more open, transparent, and trustworthy relationship with the DBOT.	3 – Does Not Meet
Fund Raising How effectively does the President: • Lead and engage others in the fund-raising program? • Build relationships with major donors? • Obtain gifts and grants relative to full potential from individuals, alumni, corporations and foundations? • Provide stewardship for gifts that have been received? • Inform and engage the Board appropriately?	**Board Comments:** • Dr. Moore and his team work directly with the Foundation Board and his team and are instrumental at bringing funds to IRSC from private and public entities. (S. Caron) • The leadership and foundation board are doing an excellent job developing relationships in the district. (J. Conrado) • The college and the Foundation are both financially stable (V. Davis) • Operation costs are being reduced and the Foundation has worked diligently to reduce commission fees (V. Davis) • The Foundation has more than $180M in assets (V. Davis) • Partnerships and Foundation phenomenally improved. (A. George) **President's Comments:** The IRSC Foundation continues to reduce the cost of operation and asset management. Asset management	**1 – Exceeds (8 of 8)** 2 – Meets 3 – Does Not Meet

	continues to be very successful ($30M in asset growth this reporting period) while limiting commission fees. The Foundation now has more than $180M in assets under management. The IRSC Foundation has full accountability for all assets under management, maintains proper asset categorization, and continues to operate within a fully vetted accounting structure. New development officers are generating significant new gifts. The relationship between the Foundation and the College has greatly improved and coordination between these leadership bodies remains better than when I was appointed in 2020.	
External Relations How effectively does the President: • Build credibility and influence with external constituencies? • Provide leadership to local, regional and national higher education? • Increase the visibility and reputation of the institution? • Relate to alumni and gain their support? • Build credibility and influence with the media, legislators, and public officials?	**Board Comments**: • Dr. Moore has focused on building a platform for alumni which has never been in place before. He is continuously engaged in the public as well as our local officials and legislators to bring awareness and credibility to IRSC (S. Caron) • The nursing program expansion was a great investment that continues to develop great relationships with local hospitals. (J. Conrado) • The college has developed great relations with legislators, public officials and local media. (J. Conrado) • The graduation ceremonies are one of my favorite things for students and their families. (J. Conrado) • Dr. Moore, Angela Brown and Andy Treadwell have worked hard to establish a presence throughout the District (V. Davis) • Efforts continue to communicate with leadership at the federal, state and local levels (V. Davis) • Partnerships have been developed, maintained and strengthened with health care providers, school district, economic organizations, etc. (V. Davis) • To the extent possible provides leadership to local, regional and national higher education. Engagement with locally elected state reps & senators has been, less with some now having a problematic relationship with IRSC. (A. George) • Relates to alumni and gains their support. New initiative through Foundation is very promising. (A. George) • Builds credibility and influence with the media, legislators, and public officials – with some misses. (A. George)	**1 – Exceeds (6 of 8** **2 – Meets (2 of 8)** 3 – Does Not Meet

	• I feel Dr. Moore exceeds expectations in this category in many ways. I do, however, feel that there has been a lot of negative publicity on multiple levels that has been damaging to the forward momentum happing throughout much of the college. Unfortunately, what lingers in the minds of many are the negatives and causes the college to focus undo energy on damage control. (M. Kindell) **President's Comments:** The IRSC Nursing program expansion and expansion of Health Sciences programs have assisted IRSC in maintaining stronger and deeper relationships with HCA, Tenet, and the Cleveland Clinic and other external healthcare stakeholders. IRSC is working more closely than ever with our district's elected leaders, school districts, business leaders and veteran's groups. These relationships are essential to IRSC's ability to navigate the state hierarchy. IRSC digital media has improved the College's Brand within the community through our vastly improved graduation ceremony, student stories and media communications. The addition of our AVP of Brand Experience has greatly improved the college's digital presence in the marketplace. The IRSC graduation ceremony has become the signature event for our students and families. The keynote speakers and students alike routinely report how inspired and moved they have been by our unique ceremony with its focus on student/family interaction.	
Internal Relations • Develop a climate and programs that enhance diversity? • Interact with students and demonstrate commitment to their welfare? • Work with the faculty to develop initiatives to advance their work and professional well-being? • Work with the staff to create opportunities and resources to recognize their service and enhance their development?	**Board Comments:** • Dr. Moore's top priority has always been committed to our students. He always takes the time to speak to and engage with them whether it be by appointment or walking through the campus. He continues to enhance services to both students and faculty. (S. Caron) • The promise program is the best example of going into our communities and it lifts students from economically at-risk population. (J. Conrado) • The conversion from Workday to Banner has and will continue to be an asset and morale booster for faculty, staff and students (V. Davis) • Develops a climate and programs that enhance diversity – not a lot. (A. George) • Interacts with students and demonstrates commitment to their welfare – yes; very much so. (A. George)	**1 – Exceeds (6 of 8)** **2 – Meets (2 of 8)** 3 – Does Not Meet

	• Staff Recognition (A. George) • There seems to be a much better culture of openness and honesty amongst staff (M. Kindell) • Workplace has become more dedicated to staff experience and improving benefits (M. Kindell) • I remain concerned about the amount of turnover especially in the higher levels of the college and subsequent bad publicity (M. Kindell) **President's Comments:** I remain fully committed to creating and maintaining a positive work and learning environment at the College. Our continued increase in the number of underrepresented minority students, hires – across senior administrative levels, faculty rank and staff positions. The Adobe Creative Campus, Bloomberg, Wolfram and recently added Super Human technology suites empower underrepresented minority students by providing access to best-in-class technologies to develop their personal brand. The promise program remains a shining example of providing a transformative educational opportunity for minority and economically at-risk populations. Our Success Coaches continue to provide our students with timely and accurate advice and support with a greater personal touch. The selection of Ellucian to ultimately replace the failed WorkDay ERP is a watershed moment to further remove barriers to at-risk students completing their educational journey. The Student Module replacement is underway.	
Board and Governance Relations How effectively does the President? • Build the relationship with the Board? • Gain support from the board, especially on controversial issues? • Involve and call on the board to facilitate relationships for the president, especially in fund-raising and community relations? • Develop a good working understanding of the board's, the administration's and the faculty's respective roles in decision-making?	**Board Comments:** • Dr. Moore is always receptive to the BOT requests for workshops so that the board and staff have every opportunity to discuss issues in a relaxed environment. (S. Caron) • He understands each of the board members strengths and expertise and is open to asking for their opinions when the need arises. When a controversial issue arises, he brings both sides of the issue to the table and whatever the board's conclusion is, he follows the board's direction whether he agrees or not. (S. Caron) • Dr. Moore is a clear and honest communicator, a truly essential factor to develop trust and confidence with the board. (J. Conrado) • As board members we have the freedom to speak with any member of top leadership we truly appreciate it. (J. Conrado)	**1 – Exceeds (7 of 8)** **2 – Meets (1 of 8)** 3 – Does Not Meet

• Involve the Board in strategy in productive and appropriate ways? • Focus the Board's attention on issues related to the President's professional development and personal welfare? • Focus the Board's attention on decision-making and governance systems that need improvement?	• Dr. Moore continues to keep the board informed in a transparent manner (V. Davis) • Having an open door policy builds trust and keeps communication open (V. Davis) • Gain support from the board, especially on controversial issues – Okee-One with me learning from a call with the Governors Appointments Office that I was being asked to basically fire Dr. Moore was a significant absolute failure to communicate with the trustees (all of us). (A. George) • Dr. Moore involves and calls on the board to facilitate relationships especially in fund-raising and community relations. Not my strong area. (A. George) • I think Dr. Moore involves the Board in strategy in productive and appropriate ways. (A. George) • Dr. Moore focuses the Board's attention on decision-making and governance systems that need improvement but sometimes issues are related to outside admin hires that fail to meet IRSC's needs. (A. George) **President's Comments:** I remain convinced that the relationship between the president / DBOT is strong, open, and honest. This relationship has been the essential ingredient in the transformation of the College's operations and governance. I continue to ensure more frequent communications and in-person meetings with DBOT members, as well as with my key college Divisional leaders and our Trustees. Supporting individual DBOT member inquiries at various levels within the College to promote greater transparency. I remain fully committed to working with the DBOT to ensure that the DBOT is fully aware of any substantive issues, changes, or challenges at the College. Senior administration continues to work with the DBOT Chair and other Trustees to refine and improve information transmission from the College to the Board. The intent is to streamline information while providing essential information required for oversight and decision-making.	

Personal Characteristics and Values How effectively does the President: • Demonstrate persistence in reaching goals? • Lead change? • Use political skills to negotiate agreements, create coalitions and build consensus? • Display interpersonal and people skills? • Communicate clearly and convincingly in various forms and contexts? • Show respect for others? • Listen? • Examine and challenge his or her assumptions and show a willingness to explore other viewpoints? • Understand his or her and others' feelings? • Reconcile conflict between self and others, and among groups and individuals? • Demonstrate honesty and integrity? • Inspire trust and confidence?	**Board Comments:** • Dr. Moore is an exceptional speaker and communicator. He is very connected on the local, state and federal level and has a very good rapport across the board. His negotiation skills are exceptional and he has been able to save IRSC substantially with regards to finances and contacts. He is open and willing to explore others viewpoints and brings them to the board for further discussion. (S. Caron) • Dr. Moore works very hard (J. Conrado) • Great communicator (J. Conrado) • Compassionate (J. Conrado) • Very good negotiator (J. Conrado) • Persistent (J. Conrado • Listens (J. Conrado) • Dr. Moore listens to the community and has the ability to pivot and change plans as necessary (V. Davis) • Drives change (V. Davis) • Encourages the sharing of ideas (V. Davis) • Strong in demonstrating persistence in reaching goals. (A. George) • Leads change sometimes too much (A. George) • Very much so uses political skills to negotiate agreements, create coalitions and build consensus (A. George) • Displays interpersonal and people skills (A. George) • Language choices sometime to coarse to be effective with some audiences/groups. (A. George) • Shows respect for others (A. George) • Mostly listens (A. George) • Examines and challenge his assumptions and shows a willingness to explore others viewpoints. (A. George) • Often reconciles conflict with terminations (A. George) • Mostly demonstrates honesty and integrity (A. George) • Mostly inspires trust and confidence (A. George) • Dr. Moore does an excellent job with communication of his goals for the college and for the individuals that support it. (M. Kindell) • I strongly appreciate the amount of integration that has been occurring between student government and administration/board and the encouragement of students to move into leadership roles. (M. Kindell) • I would like to see more awareness of conversations that occur "behind closed doors" or in private settings. There have been snippets of conversations	**1 – Exceeds (8 of 8)** 2 – Meets 3 – Does Not Meet

	that have been shared that cause Dr. Moore's integrity to not be shown in the best light. (M. Kindell) **President's Comments:** I continue to provide "full open-door access to all faculty, staff, students, and community stakeholders. This feature of the Office of the President reduces the lag time between issue identification and communication to the College's leadership. All senior administrators remain accessible to faculty, staff, and students. I have continued to train and empower senior leaders to independently identify and correct issues within the College. This enhances problem resolution and increases "ownership" of the mission. I personally address each cohort of new employees in order to convey our mission, our values and their critical role in changing the lives of our District's citizens. I believe that I routinely demonstrate concern, compassion, and support for our team members and students. Numerous hours have been invested in one-on-one and small group student encounters and mentoring. I strive every day to earn the trust of my teammates and superiors. I take full ownership of the College and any success or failure therein.	
Summary Questions 1. What have been the president's major accomplishments in the leadership of the institution over the last year? 2. What single thing would you suggest to improve the president's effectiveness? 3. What other points need to be covered?	**Board Comments:** • The largest First-Generation enrollment in IRSC history College's Successful Conversion to the State Health Insurance program. (S. Caron) • Secured $4 million dollars and completed much needed Blackburn Center renovations. (S. Caron) • $1M gift for improvements at Indiantown High School. (S. Caron) • Production of more than $60 M in new sponsored programs proposals. (S. Caron) • Increase in the College's Fund Balance. (S. Caron) • The continuation of the Successful Promise Program. (S. Caron) • These are just a few of Dr. Moore's and his team's accomplishments. (S. Caron) • I feel Dr. Moore would increase his effectiveness by continuing his openness and communication with the BOT (S. Caron) • Transition out of Workday (A. George) • Increase background checks and vetting processes for outside hires for key IRSC departments and their leaders. (A. George)	

	• Dr. Moore needs to re-establish closes communications with new governor's key people; including the appointments office as we are short two trustees. (A. George) • Move us to completing the sale of non-educational survey properties to eliminate maintenance costs and convert unnecessary dirt/cement back to cash. (A. George) • The failure to be able to maintain in house staff attorney remains a strong concern. (A. George) • Dr. Moore has spearheaded a strategic leadership team that not only rolled out a strong educational program, but also boosted workforce development to assist in the increasing needs of our community workforce gaps. (C. Luna) • He has created a clear path for increasing enrollment every year while also carrying a balanced and excellent audited budget to meet state requirements. (C. Luna) • The IRSC Brand continues to increase in value under his leadership. (C. Luna) • Continued conversations with community, state and federal leaders with an aligned mission will need to be a priority.(C. Luna) • Replacement of Workday with Ellucian was undoubtedly a very difficult, but absolutely necessary, decision. The College will be in a far better place due to this decision. (B. Schirard) • The conversion to the State Health Plan was also huge for the college. (B. Schirard) • Promise Program continuance. (B. Schirard) • Keep being himself (B. Schirard) **President's Comments:** • The College's conversion to the state health insurance program. • $4 M for Blackburn Center renovations • 52nd and 48th National Championships – Men's and Women's Swimming and Diving; Women's Softball • The addition of a $1M gift for improvements at Indiantown High School. • Production of more than $60 M in new sponsored programs proposals. • Largest FTIC enrollment in College history. • Largest First-Generation enrollment in College history. • Increase in the College's Fund Balance. • The Promise Program renewal. • Continued excitement and optimism about the direction of the College and the full establishment of the medical college.	

	My single area in need of improvement is time management, to continue training and empowering senior staff to take the College to the next level.	

Evaluation Reviewed with the President on August 25, 2026.

Comments:____

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______________________ 8/25/26
Milo Thornton, Chair, District Board of Trustees

______________________ 8/25/26
Timothy E. Moore, Ph.D., President

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *ACTION*

TOPIC: Fifth Amendment to the Presidents Employment Contract & Compensation Package

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

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

SUMMARY:
Based on the results of the Presidents Annual Evaluation, the Board will make recommendations for the Fifth Amendment to President Moore's contract, which may include:

1. Renewing the Presidents 5-year contract term beginning September 1, 2026
2. Adjusting the Presidents base salary
3. Amending Other Compensation and Benefits to include:
    a. Revision to Other Compensation and Benefits subsection 6.7 Supplemental Compensation

ALTERNATIVE(S): Taking no action

FISCAL IMPACT: To be determined based on recommendation.

RECOMMENDATION: Recommend renewing the President's 5-year contract term beginning September 1, 2026, increasing the President's base pay by 8% to $558,360, and accepting the revision to Other Compensation and Benefits subsection 6.7 Supplemental Compensation.

SUBMITTED BY: Chair Brant Schirard	DATE: 8/25/26
BOARD ACTION:	DATE: 8/25/26

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

FIFTH AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on August 25, 2026, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021, and as subsequently amended, remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. **Term**

   2.0 Term. The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2026. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. **Compensation: Base Salary and Incentives.** Section 4.1, "Annual Base Salary," is and is hereby amended as follows:

   4.1 Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of $558,360, effective September 1, 2026. Of the $558,360.00, $200,000.00 shall come from state funds and $358,360.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

3. Other Compensation and Benefits

6.7 Supplemental Compensation. Section 6.7 of the Fourth Amendment to Employment Agreement for Dr. Timothy Moore, dated August 26, 2025 provided for consideration of Supplemental Compensation in the form of either a direct salary increase or other compensation based on a percent revenue model of funds raised from new ventures (other than IRSC Foundation and Fund 1 Sources). The amount and model is to be determined within the sole discretion of the DBOT. The DBOT will comply with F.S. 1012.88 in all respects. If Supplemental Compensation is awarded, the primary determinant for the model to be used or the amount to be awarded shall be the accomplishment of the mission of Indian River State College and how new revenue generation has contributed. The Board may consider a percent revenue model or other formula for determining the amount to be awarded.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on August 25, 2026 and affix their signature hereto.

Witness:	Timothy E. Moore, Ph.D. Date President
Witness:	
	District Board of Trustees of Indian River State College
Witness:	Milo Thornton Date Chairperson
Witness:	

Schedule A

The Trustees have structured the 2026-27 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. **Base Pay** — **$ ~~517,000~~** ***$TBD***

B. **Incentive Payment** — **$ ~~94,074~~*** ***$TBD****

C. **Annual Housing Allowance** — **$ 40,000**

Dr. Moore will receive an annual housing allowance of $40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. **Annual Automobile Allowance** — **$ 20,000**

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. **Term Life Insurance** — **$2,000,000**

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than $2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

*This amount reflects the Performance Outcome Incentive earned during the 2025-26 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

FOURTH AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on August 26, 2025, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021, effective as of September 1, 2021, and as subsequently amended, remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. **Term.** Section 2.0, "Term" is deleted in its entirety and replaced with the following:

   2.0 Term. The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2025. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. **Compensation: Base Salary and Incentives.** Section 4.1, "Annual Base Salary," and is hereby amended as follows:

   4.1 Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of $517,000.00, effective September 1, 2025. Of the $517,000.00, $200,000.00 shall come from state funds and $317,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

3. **Other Compensation and Benefits.** Section 6.0, "Other Compensation and Benefits," is hereby amended to add subsections 6.6 and 6.7 as follows:

6.6 Annual (Vacation) Leave. The Board authorizes an increase in the number of hours allocated to Dr. Moore for annual (vacation) leave to 12 hours per month effective September 1, 2025.

6.7 Supplemental Compensation. Additionally, to the extent Dr. Moore generates new revenue from new ventures on behalf of the College (other than from IRSC Foundation and Fund 1 sources), the Board may in its sole discretion consider development of a percent revenue model in the form of increased direct compensation (salary) or one-time pay action to the extent authorized by law. The terms of any supplemental compensation will be defined by written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on August 26, 2025 and affix their signature hereto.

Caroline Valentin
Witness: Caroline Valentin

Suzanne Parsons
Witness: Suzanne Parsons

Timothy E. Moore, Ph.D. 8/26/25
President Date

District Board of Trustees of
Indian River State College

Caroline Valentin
Witness: Caroline Valentin

Suzanne Parsons
Witness: Suzanne Parsons

Christa Luna 8/26/25
Chairperson Date

Schedule A

The Trustees have structured the 2025-26 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. **Base Pay** **$ 517000**

B. **Incentive Payment** **$94,074***

C. **Annual Housing Allowance** **$ 40,000**

Dr. Moore will receive an annual housing allowance of $40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. **Annual Automobile Allowance** **$ 20,000**

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. **Term Life Insurance** **$2,000,000**

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than $2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

*This amount reflects the Performance Outcome Incentive earned during the 2024-25 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

THIRD AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on August 30, 2024, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. **Term**

The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2024. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. **Compensation: Base Salary and Incentives.**

Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of $470,368.00, effective September 1, 2024. Of the $470,368.00, $200,000.00 shall come from state funds and $270,368.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on August 30, 2024 and affix their signature hereto.

Melanie M. Crawford
Witness:

8/30/24
Timothy E. Moore, Ph.D. Date
President

Suzanne Parsons
Witness:

District Board of Trustees of
Indian River State College

Melanie M. Crawford
Witness:

Christa Luna 8/30/24
Christa Luna Date
Chairperson

Suzanne Parsons
Witness:

Schedule A

The Trustees have structured the 2024-25 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. **Base Pay** **$ 470,368**

B. **Incentive Payment** **$ 91,245***

C. **Annual Housing Allowance** **$ 40,000**

Dr. Moore will receive an annual housing allowance of $40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. **Annual Automobile Allowance** **$ 20,000**

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. **Term Life Insurance** **$2,000,000**

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than $2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

*This amount reflects the Performance Outcome Incentive earned during the 2023-24 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

SECOND AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on January 30, 2024, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. **Term**

   The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2023. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. **Compensation: Base Salary and Incentives.**

   Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of $456,225.00, effective September 1, 2023. Of the $456,225.00, $200,000.00 shall come from state funds and $256,225.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

3. Other Compensation and Benefits

Housing Allowance. The Board authorizes an increase to Dr. Moore's housing allowance to $40,000 annually, effective September 1, 2023 as a supplemental housing payment, or housing allowance, so long as Dr. Moore lives in a private residence in the College's four-county service area during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his housing including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

Automobile Allowance. The Board authorizes an increase to Dr. Moore's automobile allowance to $20,000.00 annually, effective September 1, 2023 during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his vehicle including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

Additional Insurance. The Board authorizes an increase to the term life insurance benefit to no less than $2,000,000.00 effective September 1, 2023. The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on January 30, 2024 and affix their signature hereto.

Suzanne Parsons
Witness:

1/30/24
Timothy E. Moore, Ph.D. Date
President

Collen VanGorden
Witness:

District Board of Trustees of
Indian River State College

Suzanne Parsons
Witness:

1/30/2024
Anthony D. George, Jr. Date
Chairperson

Collen VanGorden
Witness:

Schedule A

The Trustees have structured the 2023-24 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. **Base Pay** **$456,225**

B. **Incentive Payment** **$ 79,000***

C. **Annual Housing Allowance** **$ 40,000**

Dr. Moore will receive an annual housing allowance of $40,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 26 bi-weekly paydays of the year.

D. **Annual Automobile Allowance** **$ 20,000**

Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 26 bi-weekly paydays of the year.

E. **Term Life Insurance** **$2,000,000**

The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than $2,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

*This amount reflects the Performance Outcome Incentive earned during the 2022-23 academic year as referenced in Section 4.2 of the Employment Agreement.

INDIAN RIVER STATE COLLEGE BOARD OF TRUSTEES, FORT PIERCE, FLORIDA (34981) EMPLOYMENT AGREEMENT FOR DR. TIMOTHY MOORE

FIRST AMENDMENT

During the regular meeting of the District Board of Trustees of Indian River State College (hereinafter referred to as "Board") on September 27, 2022, the following provisions of the Employment Agreement between the Board and Dr. Timothy Moore (hereinafter referred to as "Employment Agreement") were modified. The Board affirms that the other provisions of the Employment Agreement executed on October 26, 2021 and effective as of September 1, 2021 remain in full force and effect.

Modifications to the original Employment Agreement are as follows:

1. **Term**

The College shall employ Dr. Moore, as President of Indian River State College (the "College"), for a term of 5 years commencing on September 1, 2022. The term of the Employment Agreement shall be renewed annually upon the Board's annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of the Employment Agreement is 5 years.

2. **Compensation: Base Salary and Incentives.**

Annual Base Salary. The Board authorizes an increase to the base salary of Dr. Moore. The College shall pay Dr. Moore an annual base salary of $395,000.00, effective September 1, 2022. Of the $395,000.00, $200,000.00 shall come from state funds and $195,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees of the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of the Employment Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds. Dr. Moore's complete compensation package is outlined in Schedule A.

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IN WITNESS WHEREOF, the parties have executed this First Amendment to the Employment Agreement as a confirmation to the District Board of Trustee action taken and recorded during its regular meeting on September 27, 2022 and affix their signature hereto.

Suzanne Parsons
Witness:

Theresa Lynch
Witness:

Timothy E. Moore, Ph.D. 9/27/22
President
Date

District Board of Trustees of
Indian River State College

Anthony D. George 9/27/22
Chairperson
Date

Suzanne Parsons
Witness:

Theresa Lynch
Witness:

Schedule A

The Trustees have structured the 2022-23 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A. Base Pay	**$ 395,000**
B. Annual Automobile Allowance	**$ 15,000 (a)**
C. Incentive Payment	**$ 73,000***
D. Annual Housing Allowance	**$ 36,000 (c)**

(a) **Automobile Allowance** – Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 24 paydays the 15th and last day of the month in the amount of $ 625.00 per payday.

(b) **Annual Housing Allowance.** Dr. Moore will receive an annual housing allowance of $36,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 24 paydays occurring on the 15th and last day of the month in the amount of $1,500.00.

*This amount reflects the Performance Outcome Incentive earned during the 2021-22 academic year as referenced in Section 4.2 of the Employment Agreement.

Indian River State College Board of Trustees, Fort Pierce, Florida (34981) Employment Agreement for Dr. Timothy Moore

This Employment Agreement (hereinafter referred to as "Agreement"), which shall be effective as of September 1, 2021, is entered into by and between the District Board of Trustees of Indian River State College (hereinafter referred to as "Board"), a public body corporate of the State of Florida, Fort Pierce, Florida 34981, and Dr. Timothy Moore (hereinafter referred to as "Dr. Moore").

RECITALS

WHEREAS, the Board has the authority to select a president of Indian River State College (hereinafter referred to as "IRSC" or "College") pursuant to State of Florida Statute.

WHEREAS, the Board unanimously selected Dr. Moore on July 22, 2020, to serve as the President of the College.

WHEREAS, the Board wishes to employ Dr. Moore as President, and Dr. Moore wishes to serve as President and be its employee, subject to the terms and conditions of this Agreement; and

WHEREAS, the Board and Dr. Moore desire to set forth their respective rights and obligations in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board; and

NOW, THEREFORE, in consideration of mutual promises, covenants, and conditions contained herein, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Appointment. The Board of Trustees hereby appoints and employs Dr. Timothy Moore to be the President of the College subject to this Agreement, the laws of the State of Florida, the rules and policies of the Florida State Board of Education, the regulations and policies of the College, the policies and supervision of the Board of Trustees. Dr. Moore hereby accepts such appointment and employment on the terms and conditions set forth in this Agreement.

The performance of the Board of Trustees of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature for the current and future periods.

2.0 Term. The College shall employ Dr. Moore for a term of 4 years commencing on September 1, 2021. The term of this Agreement shall be renewed annually upon Board annual evaluation and approval of Dr. Moore's performance so that, each year, upon such approval the term of this Agreement is 4 years.

3.0 **Powers and Duties.** As President, Dr. Moore shall perform all duties required subject to the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the IRSC Board of Trustees, as now existing or hereafter promulgated. Those duties include, but are not limited to oversight of the general operations of the College including educational leadership; faculty, employee, labor and community relations; long-range strategic planning; budget formulation; supervision of the College's buildings, grounds and equipment; administration of the affairs of the College consistent with Board policy; student recruitment and services; fund raising, development, public relations and alumni affairs; recruitment of personnel; appointment, promotion and dismissal of all faculty and staff; crisis and emergency management; and such other duties as mutually agreed upon by Dr. Moore and the Board. During his presidency, Dr. Moore shall place particular emphasis on and devote ample time to the strategic leadership of the College's fund-raising strategy and student enrollment. This shall include but shall not be limited to annually establishing operational goals as agreed upon by Dr. Moore and the Board. The fund-raising and student enrollment trends shall be used to set fund raising and enrollment goals for each year.

4.0 **Compensation: Base Salary and Incentives.**

4.1 **Annual Base Salary.** As compensation for the services to be performed by Dr. Moore pursuant to this Agreement, the College shall pay to Dr. Moore an annual base salary of $365,000.00. Of the $365,000.00, $200,000.00 shall come from state funds and $165,000.00 shall come from other available appropriate sources. This amount shall be payable according to the pay plan for executive service employees at the College, with appropriate deductions for taxes and benefits. The President's salary shall be reviewed annually and may be increased, but not decreased, at the discretion of the Board. Such annual salary review will be accomplished in conjunction with the Board's evaluation of performance as provided for in Section 5.0 of this Agreement. The parties acknowledge that remuneration to Dr. Moore of appropriated State funds is limited pursuant to Florida Statute 1012.885(2), however, the IRSC Trustees have funds that are not appropriated State funds as expressed in Florida Statute 1012.885(3), which are available to make up the difference between the total cash or cash equivalent compensation paid to Dr. Moore and the amount permissible to be paid from State funds.

4.2 **Performance Outcome Incentives.** During the initial year of this contract, the Board and Dr. Moore shall consider in good faith implementing a mechanism to award performance outcome incentive payments ("incentives" or "incentive payments") to Dr. Moore so that, going forward after such a mechanism is agreed, and based upon Dr. Moore's achievement, thereafter, of specific, measurable annual goals and objectives which are mutually agreed upon in writing by Dr. Moore and the Board and annual evaluation results, Dr. Moore may be eligible to receive an annual incentive payment of up to twenty percent (20%) of the annual base salary in effect during the year under review, as provided for in subparagraph 4.1, contingent upon the availability of funds and the Board's discretion. It is intended that such an incentive payment will only be awarded for exceptional or extraordinary performance that exceeds the high expectations of the Board. The granting or denial of an incentive payment is discretionary and any incentive shall be awarded based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. One factor in the Board's consideration may be the availability of funds for raises for staff and faculty. The Board may award any amount of incentive from zero to the maximum of twenty percent (20%). On an annual basis, the Board may take a vote on payment of an incentive which shall be proportional to the goals and objectives met and shall state the amount thereof, if any. Upon Board approval of an incentive payment, payment of said incentive shall be made within sixty (60) days of said approval.

5.0 Evaluation. On an annual basis, Dr. Moore shall provide to the Board Chair a list of proposed goals and objectives for the twelve (12) month period beginning September 1st or otherwise designated by the IRSC Board of Trustees. The Board or a committee thereof and the President shall discuss the President's proposed goals and objectives, after which time the Board Chair and President shall agree upon finalized goals and objectives for that twelve (12) month period. No later than each September 1st, Dr. Moore shall initiate the evaluation process on such approved goals and objectives for the previous calendar year by submitting to the Board a self-appraisal of said period's performance. The appraisal shall address performance related to each of the goals and objectives agreed upon for the preceding year. After the President has submitted this self-appraisal, the Board shall evaluate Dr. Moore's performance based on his achievement of the mutually agreed upon specified goals and objectives and such other criteria as the Board deems appropriate. To aid the Board in its annual performance review, the President agrees to furnish such oral and written reports as may be requested by the Board Chair.

6.0 Other Compensation and Benefits. The President shall also receive the following compensation and benefits during the term of the Agreement.

6.1 Housing Allowance. Payment in the amount of $36,000.00 annually as a supplemental housing payment, or housing allowance, so long as Dr. Moore lives in a private residence in the College's four-county service area during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his housing including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

6.2 Automobile Allowance. An automobile allowance of $15,000.00 annually during the term of this agreement. Dr. Moore, not the College, shall be responsible for all obligations and expenses of his vehicle including, without limitation, maintenance, taxes and insurance. The College's sole responsibility is to pay Dr. Moore the allowance per this Agreement.

6.3 Club Memberships. If required by the IRSC Board and to further enable Dr. Moore to carry out his duties pursuant to this Agreement, payment of the annual fees and dues for membership in a local club or country club.

6.4 **IRSC Business and Travel Expenses.** The Board shall reimburse Dr. Moore for all reasonable IRSC related business and travel expenses including annual dues and membership fees for professional associations, meetings and entertainment. The Board may fulfill this obligation through the use of College funds or other available funds as appropriate. If required or authorized by the Board, when the President's spouse accompanies him on College-related business while he is serving as President, the Board shall cover the spouse's reasonable travel expenses, up to a maximum of $5,000 annually. Funding is only authorized in conjunction with President's travel outside of the College service area.

6.5 **Use of Private Residence for IRSC-related Business Functions.** As required or authorized by the Board, and for the benefit and convenience of the College, the President's private residence may be used for College-related business and entertainment. The costs associated with such specific events, including but not limited to catering and cleaning, shall be paid by the College. The College shall reimburse Dr. Moore for any damage to his furnishings arising from the hosting of IRSC events, to the extent not covered by Dr. Moore's homeowners insurance.

7.0 **Standard Benefits.** Dr. Moore shall be eligible to participate in all present and future benefit plans maintained by the College for (executive service employees). Such benefits shall include, without limitation, health care, short-term and long-term disability, life insurance programs, retirement plans, deferred compensation plans, tax-deferred savings plans, flexible spending accounts and annual (vacation) and sick leave.

7.1 **Additional Insurance.** The Trustees shall annually fund the purchase of term life insurance for Dr. Moore during the term of this Agreement, with a benefit of no less than $1,000,000.00. Upon termination or resignation, Dr. Moore shall be afforded the opportunity to assume payment for the term life insurance policy upon separation from IRSC.

8.0 **Participation on Corporate Boards and Other Outside Activities.** Dr. Moore agrees to faithfully and diligently discharge all obligations under the Agreement and to devote full-time attention and energies to his duties as President. The expenditure of reasonable amounts of time for personal as well as charitable and professional development activities, shall be permitted in accordance with this section, provided such activities do not interfere with the duties or services to be rendered under this Agreement, the Florida Code of Ethics, and applicable regulations and policies of the Board of Trustees or the College. Dr. Moore will be given 6 months from September 1, 2020 to close out or transfer responsibility for his private business activities. Dr. Moore shall not engage in any activity that may conflict with or be averse to the best interest of the College.

8.1 **Requirement of Prior Approval.** With prior approval of the Chair of the Board, and subject to ratification of the Board of Trustees, Dr. Moore may serve on the board of directors of for-profit corporations. Any and all income earned by Dr. Moore in connection with his service on such board of directors shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits he is otherwise entitled to receive hereunder.

9.0 Termination.

9.1 **Termination without Cause.** Notwithstanding anything in this Agreement to the contrary, the parties agree that upon a majority vote of the then-existing members of the Board of Trustees each casting a vote in favor of termination, the Board may terminate this Agreement at any time without Cause, provided that the Board gives Dr. Moore ninety (90) calendar days' notice of the termination. However, at the Board's discretion, regardless of the reason for termination and the amount of compensation due, Board may immediately relieve the President of his duties with pay for the required notice period. If the President accepts full-time employment during the 90 -day notice period, the Board's financial obligations under this Agreement shall cease.

9.2 **Termination for Cause.** Notwithstanding anything in this Agreement to the contrary, the parties agree that the Board may terminate this Agreement at any time for Cause. For the purposes of this Agreement, "Cause" shall be defined as conduct determined by a majority of the Board of Trustees to be: (a) gross negligence or willful malfeasance by the President in the performance of his duties that materially harms the College ; (b) acts or omissions by Dr. Moore that are undertaken or omitted knowingly and are felonious or fraudulent and involved dishonesty or moral turpitude; (c) misconduct as defined at F.S. 443.036 (29); or (d) the President being formally indicted in a court of law with any felony, or any other crime involving misuse or misappropriation of College funds. In the event of termination for Cause by the Board, Dr. Moore's employment with the College as president shall cease and he shall not be entitled to any further compensation or benefits as President, excluding compensation and incentive payments earned per the term of the Agreement up to the time of termination.

9.3 **Termination Due to Death or Disability.** Dr. Moore's death or permanent disability prior to the expiration of this Agreement shall terminate this Agreement, subject to the Provision of this Section. In the event of Dr. Moore's death during his service as President, this Agreement shall terminate immediately, and his spouse or, if none, his estate, shall receive all accrued benefits as of the date of his death. If Dr. Moore becomes permanently disabled during this service as President, he shall receive all benefits to which he is entitled pursuant to the College's disability insurance plan in which he participates. For purposes of this Agreement, "permanent disability" shall mean the inability of the President to perform the essential functions of the job for a period of six (6) continuous months, with reasonable accommodations (as such term is defined in 42 U.S.C. section 12111 (9), as amended, and in the common law interpreting same.

9.4 **Severance Compensation.** In addition to the events set out in paragraphs 10 (1) through (3) above, the Trustees may terminate Dr. Moore at any time with ninety (90) days written notice without cause during the term of this Agreement. In the event of a termination of this Agreement by the Trustees without cause, Dr. Moore will be paid severance pay in an amount equal to twenty (20) weeks of his base salary. In no event shall any severance pay be payable to Dr. Moore which would exceed the limits or violate the provisions as set forth in F.S. 215.425(4) and any severance pay would be subject to the conditions and limitations of that Statute, the provisions of which are incorporated herein by reference.

10.0 Resignation. Dr. Moore may terminate this Agreement at any time upon a minimum of ninety (90) days prior notice to the Board. Dr. Moore's employment as President shall cease on the effective date of his resignation, and he shall not be entitled to any further presidential compensation or benefits as President, except as set forth in the College's various benefit plans with respect to vesting and rights after termination of employment. The Board may waive any portion or the entire notice period at its discretion and terminate earlier.

11.0 Post-Presidency Faculty Position. At the conclusion of his term as President, and providing that Dr. Moore was not terminated pursuant to Section 10 above and did not resign pursuant to Section 11, then the Board agrees to consider appointing Dr. Moore to a tenured position in the Health Sciences section.

12.0 Dispute Resolution. The Board and Dr. Moore agree that if any dispute arises concerning this agreement they will first attempt in good faith to resolve the dispute to their mutual satisfaction.

12.1 Mediation. If the Board and Dr. Moore are unable to resolve their disputes informally, they both agree that any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Moore's employment and/or termination of his employment shall be submitted to non-binding mediation. Within fifteen (15) days after delivery of a written notice of request for mediation from one party to the other, the dispute shall be submitted to a single mediator chosen by the Parties in Fort Pierce, Florida. The cost and fees with mediation shall be borne by the College. The Parties agree to pay their own attorney's fees and costs.

12.2 Arbitration. If mediation, as described in paragraph 13.1, is unsuccessful, and the issue between the parties is whether there was cause for termination or the amount of compensation or benefits due under this Agreement, the Board and Dr. Moore agree that they will submit the dispute to confidential (to the extent legally permissible), binding arbitration before one arbitrator in Fort Pierce, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (hereinafter "AAA") then in effect. The AAA shall provide a list of three arbitrators who are National Academy of Arbitration members. Within ten (10) days of receipt thereof, each party shall strike one, Dr. Moore shall strike first and notify the College of such choice within ten (10) days of marking of the list and the College shall strike last. Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the College and Dr. Moore involving the construction, application or enforcement of this Agreement, the arbitrator must base his/her decision upon the written contract and shall not have power to modify, add to or ignore terms of the Agreement. The written decision of the arbitrator shall be final and conclusive upon both Parties and may be entered in any court having jurisdiction thereof. Arbitrator compensation and administrative fees shall be paid by the College. The Parties agree to pay their own attorney's fees and costs. To the extent permitted by law, both Parties will use their best efforts to keep any disputes and any efforts to resolve disputes confidential, involving only their respective legal counsel and other persons determined in good faith to have a need to know. To the extent permitted by law, they will also use their best efforts to ensure that such persons do not further disclose any such information. The Board and Dr. Moore agree that no arbitrator may be an employee at the College or have any material personal or business relationship with Dr. Moore, the Board, College, or the IRSC Foundation.

13.0 Personal Contract. The obligations and duties of Dr. Moore as President shall be personal and not assignable or delegable in any manner whatsoever, except as set forth in Board regulations. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both Parties.

14.0 Notice. Unless and until changed by either party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the IRSC:
Chair, IRSC Board of Trustees Indian River State College
At the Chair's residence and the Edwin R. Massey Campus

With a copy to:
Lawyer for the IRSC Board of Trustees
At the lawyer's office

If to the President:
Dr. Timothy E. Moore, Office of the President
At Dr. Moore's IRSC office and his residence

15.0 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

16.0 Waiver. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

17.0 Counterparts. This Agreement may be executed in counterparts, and by the Parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument.

18.0 No Trust Fund. Nothing contained herein and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind.

19.0 **Ratification Required.** The Board must ratify this contract prior to entry into force.

20.0 **Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the U.S. and Florida Constitutions and Laws as permissible, and the regulations, policies and procedures of the IRSC Board of Trustees, as now existing or hereafter promulgated. The Parties hereby agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. Further, the Parties agree that proper venue for any suit concerning this Agreement shall be Indian River County, Florida, or the Federal Southern District of Florida.

21.0 **Entire Agreement; Modification.** This Agreement sets forth the entire agreement between the Parties and shall govern the respective duties and obligations of the Parties, superseding any other written or oral representations, statements, negotiations or agreements to the contrary. This Agreement may be modified or amended only by mutual written consent of the Parties.

22.0 **Public Disclosure.** The Parties acknowledge that this Agreement is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, or other provisions, and may, therefore be subject to disclosure by and in the manner provided by law.

23.0 **Headings / Miscellaneous.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement. The terms "Board," "IRSC Board of Trustees," and "IRSC" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, officer or employee of said entity.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year indicated.

Suzanne Parsons
Witness:

Theresa Lynch
Witness:

Suzanne Parsons
Witness:

Theresa Lynch
Witness:

~~10/~~26/21

Timothy E. Moore, Ph.D. Date
President

District Board of Trustees of
Indian River State College

By: 10/26/21

Sandra J. Krischke Date
Chairperson

Schedule A

The Trustees have structured the 2021-2022 Compensation Package that is comparative to the salary and benefits provided to other Florida College Presidents and commensurate with the size of Indian River State College relative to the other Florida Colleges.

The compensation package is designed to meet all State Laws and local Board of Trustees Policies as well as eliminate future financial liabilities to the College and to the State.

The Compensation Package is itemized below:

A.	**Base Pay**	**$ 365,000**
B.	**Annual Automobile Allowance**	**$ 15,000 (a)**
C.	**Incentive Payment**	**$ 73,000**
D.	**Annual Housing Allowance**	**$ 36,000 (c)**

(a) **Automobile Allowance** – Dr. Moore will own and maintain his own vehicle. In recognition of the amount of travel involved in representing Indian River State College as President, an Automobile Allowance will be paid to Dr. Moore. The Automobile Allowance is to provide for the cost, maintenance and upkeep, and insurance. The Automobile Allowance includes and replaces mileage reimbursements. The Automobile Allowance will be paid in each of the 24 paydays the 15^{th} and last day of the month in the amount of $ 625.00 per payday.

(b) **Annual Housing Allowance.** Dr. Moore will receive an annual housing allowance of $36,000.00 to be paid monthly to offset the costs associated with establishing and maintaining a residence in the College's four-county service area. The Housing Allowance will be paid in each of the 24 paydays occurring on the 15^{th} and last day of the month in the amount of $1,500.00.

Schedule B

The IRSC Board of Trustees agree to allow Dr. Moore to retain all rights to and privileges associated with the following elements of Intellectual Property/Prior Art/Trade Secret Knowledge:

a. **Probiotics/Supplements, including growth, production and formulations.**
b. **Non-cryogenic Biological Preservation Process and Preservatives**
c. **Airborne Infection Control / Mitigation technologies**
d. **Enhanced Skin Wound Treatment and Healing formulations, delivery systems and associated production processes.**

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *ACTION*

TOPIC: 2026/27 Presidential Goals and Objectives

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

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

SUMMARY:
The Board of Trustees will review and approve the 2026/27 Presidential Goals and Objectives.

ALTERNATIVE(S): Not approve

FISCAL IMPACT: N/A

RECOMMENDATION: Recommend approval

SUBMITTED BY: Chair Brant Schirard DATE: 8/25/26

BOARD ACTION: DATE: 8/25/26

DR. TIMOTHY MOORE
PRESIDENT

2026-27 IRSC Presidential Goals and Objectives

PURPOSE:

TO PROVIDE THE IRSC DISTRICT BOARD OF TRUSTEES WITH SUGGESTED PRESIDENTIAL GOALS FOR THE 2026/2027 PERIOD OF PERFORMANCE FOR DISCUSSION AND SUBSEQUENT CODIFICATION.

OUTLINE OF PERFORMANCE AREAS:

FINANCIAL
RESEARCH
FOUNDATION
STUDENTS
COMMUNITY OUTREACH AND ECONOMICS
ACADEMICS/FACULTY
ATHLETICS
FACILITIES

OUTLINE OF PERFORMANCE AREAS:

FINANCIAL

MAINTAIN FULL BUDGET TRANSPARENCY - WITH PROCESSES THAT SERVES TO IMPROVE ACCURACY AND ACCOUNTABILITY

INCREASE RESERVE BALANCE BY 7% YEAR-OVER-YEAR

REDUCE THE OVERALL COST OF BUSINESS (COB) BY INCREASING EFFICIENCY COLLEGE-WIDE, INCLUDING DETERMINATION OF CUSTOMER ACQUISITION COSTS (CAC) FOR BOTH STUDENT RECRUITING AND SPONSORED PROGRAMS

COMPLETE CONVERSION OF WORKDAY TO BANNER SIS, FINANCE & ADP

MAINTAIN NEWLY GAINED ORGANIZATION CONTROL OF BUDGET FUNDS 3 & 7 TO OPTIMIZE AVAILABLE REVENUE FOR THE COLLEGE

OUTLINE OF PERFORMANCE AREAS:

<u>RESEARCH</u>

INCREASE SPONSORED PROGRAM PROPOSAL VALUE BY 10% OVER FY 24/25 ($32 M TO $35M)

INCREASE NUMBER OF PROPOSALS BY 10% (46 IN FY25 TO 51 IN FY 26)

MAINTAIN GREATER THAN 75% PROPOSAL AWARD WIN RATE

USE PROJECT MANAGEMENT AND DASHBOARDS FOR AWARDED PROJECTS TO ENSURE PROPER DRAW DOWN AND COMPLIANCE WITH GRANT

WORK WITH FINANCE TO AGGREGATE INDIRECT RECOVERED FUNDS

OUTLINE OF PERFORMANCE AREAS:

FOUNDATION

CONTINUE TO WORK TOWARD FULL ENDOWMENT OF THE PROMISE PROGRAM

FINALIZE A DEDICATED CAPITAL CAMPAIGN PLAN

CONVERT TO NEW FY BEGINNING IN 2025 TO CORRESPOND WITH THE COLLEGE'S FY IN ORDER TO IMPROVE BUDGET DEVELOPMENT AND CONTROL OF EXPENDITURES

WORK WITH THE VP FOR STUDENT SUCCESS / STUDENT LIFE TO REMOVE THE FOUNDATION FROM DAY-TO-DAY OPERATIONS OF THE RIVER HAMMOCK

SUPPORT THE COLLEGE'S SELECTION OF A P3 PROVIDER FOR CONSTRUCTION OPERATIONS OF STUDENT HOUSING AND BEGIN CONSTRUCTION IN 1ST QTR 2027

OUTLINE OF PERFORMANCE AREAS:

<u>STUDENTS</u>

CONTINUE SUPPORT OF QEP, NAVIGATING THE RIVER, TO IMPROVE STUDENT SUCCESS

- REFINE NEW STUDENT ORIENTATION
- ENGAGE FACULTY TO FURTHER ENSURE GATEWAY COURSE SUCCESS
- DEPLOYMENT OF NEW STUDENT INFORMATION SYSTEM IN BANNER

INCREASE STUDENT ENROLLMENT BY 2% YEAR-OVER-YEAR

OUTLINE OF PERFORMANCE AREAS:

COMMUNITY OUTREACH AND ECONOMICS

CONTINUE ENGAGEMENT WITH COUNTY-BASED EDC'S TO SUPPORT ECONOMIC DEVELOPMENT

CONTINUE TO EXPAND IRSC'S ADVANCED MANUFACTURING PROGRAMS TO ADDRESS WORKFORCE SHORTAGES AND SKILLS GAPS

CONTINUE WORK WITH STATE AND LOCAL LEADERS TO IDENTIFY AND CAPTURE NEW BUSINESSES IN THE TREASURE COAST AND OKEECHOBEE

WORK WITH SPACE X TO GENERATE SUFFICIENT WELDING WORKFORCE

OUTLINE OF PERFORMANCE AREAS:

<u>ACADEMICS/FACULTY</u>

IMPLEMENT UPDATED PROGRAM REVIEW PROCESS

IMPLEMENT NEW LEARNING MANAGEMENT SYSTEM TO IMPROVE THE STUDENT LEARNING ENVIRONMENT (CANVAS)

CONTINUE TO ENGAGE FACULTY IN CHANGE MANAGEMENT PROCESS TO FACILITATE TRANSITION TO ELLUCIAN/BANNER FROM WORKDAY

CONTINUE TO INCULCATE AI IMPROVEMENTS INTO THE CLASSROOM ACROSS ALL ACADEMIC DISCIPLINES

OUTLINE OF PERFORMANCE AREAS:

ATHLETICS

REDUCE COSTS AND CONTINUE TO DEVELOP AND ENGAGE “BOOSTERS” TO AUGMENT OPERATIONAL BUDGET

CONTINUE TO WORK WITH AVP FOR DIGITAL EXPERIENCE TO LEVERAGE ATHLETIC TEAM ACCOMPLISHMENTS AND ATHLETES TO IMPROVE BRAND

OUTLINE OF PERFORMANCE AREAS:

FACILITIES

UPDATE CAMPUS MASTER PLAN

IMPLEMENT PROJECT MANAGEMENT CONTROL FOR FACILITY MAINTENANCE PROJECTS

STREAMLINE AND IMPROVE PROCUREMENT PROCESSES TO IMPROVE COST SAVINGS TO THE COLLEGE

COMPLETE PHYSICAL INVENTORY OF PROPERTY

COMPLETE SALE OF EXCESS HOUSING AND PROPERTIES

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR *ACTION*

TOPIC: Award of Continuing Contract and/or Faculty Promotion as per the 2024-2027 AAUP agreement.

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

SUBMITTED FOR: __X__ **ACTION/VOTE**

SUMMARY:
The following faculty are being recommended for continuing contract and/or promotion by the College President as per Board Policy and Rule 6A-14.0411, F.A.C. The effective date for change in rank will vary depending on Board Policy 2119.

Assistant Professor I (effective date August 1, 2026)

- Walter Posten

Award of Continuing Contract/Assistant Professor II (effective date August 1, 2026)

- Neal Chianese
- Lanie Culligan Corona
- Oubideh Ramadan
- Larisa Ray

Associate Professor * (effective date will vary per Board Policy)

- June D. Wells (effective August 1, 2026)
- Megan Carroll
- Angie Neely-Sardon
- Cathleen Paton

* Board Policy 2119 - PROFESSIONAL RANKS RATIOS - The maximum number of professors and associate professors shall never exceed thirty-eight percent (38%) of the total number of authorized full-time faculty positions. Therefore, change in rank to Associate Professor will occur as allowable and based on seniority.

Professor (effective date August 1, 2026)

- Chad Calvert
- Taylor Kilman
- Roseann Maresca
- Anne Savastano
- Brian Skirvin-Leclair
- Robin Zide

ALTERNATIVE(S):
Deny faculty promotion.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont / Human Resources DATE: 8/1/26

BOARD ACTION: DATE: 8/25/26

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR *ACTION*

TOPIC: Instructional Personnel Appointments effective August 1, 2026 for Annual Contract.

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

SUBMITTED FOR: __X__ ACTION/VOTE
____ INFORMATION
____ DISCUSSION

SUMMARY: The following faculty are being recommended by the College President for an Annual Contract for the August 1, 2026- July 31, 2027 academic year.

Christine Kenny	Courtney Cappella	Susan Hurley Brown
Jennifer Witherington	Reinaldo Amor	Michelle Keim
David Whittaker	Tara Gray	Amorce Jean Baptiste
Andrew Murdza	Naywona Graham	Soeurette Bruny
Kimberly Murray	Paula Donaldson	Kerryane Monahan
Robert Wood	Bridget Dodson	Welivita Liyanage Manomi Perera
Mark Shaw	Edgardo Enrique Del valle	Bobby Shaw
Steven Coon	Tanya Chardon	Kevin Herndon
Claire Murphy	Evelyn Miller	Scott Simmons
Sean Bibby	Kristine Byrne	Kelly Brackeen
Lauren LaFontaine	Mara Kallich	Robyn Johnson-Bregman
Yvonne Rhoades	Edward Bradley	Matthew Boucher
Elesea Eljaquitta Page	David Purificato	Aleita Kinman
Brianna Hume	Sean Perry	Max Parks
Karen Marmol	Myrtle Lyons	Brian Butts
Joshua Rubin	Kelley Cornett	Chathura Keshan Bambaranda Gamage
Evan Stansell	Julio Burgos	Eric Schlossberg
Damara Holtman	Alexandre Chabot	Bradey Wright
Kimberly Hartman	David Muller	Laura Schacherer
Timothy Smith	Debbie Porter	Jill Chasse
Casey Enos	David Yankwitt	Anna Macari
Jarrah Garner	Danielle Kistler	Stephanie Davis-Chang
Christopher Hicks	Ruth Simon	Dominique Griffin
Christina Kelly	Sarah Lisle	Carrie Middleton
Steven Nicholson	Robert Orlando	Laura Kauffman
Robert Redman	Matthew Rudow	Jennifer Savage
Matthew Stitt	Valerie Wilson	Donald Zimmerman

ALTERNATIVE(S): Deny contract award

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont / Human Resources DATE: 8/1/26

BOARD ACTION: DATE: 8 / 2 5 / 2 6

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Instructional Personnel Appointments funded through grants or the Foundation effective August 1, 2026, for Annual Contract.

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

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

SUMMARY:

The following faculty are being recommended by the College President for an Annual Contract. These faculty are funded through grants or the Foundation for the August 1, 2026 - July 31, 2027 academic year.

Sara Johnson
William Keiser
Alicia Lange
Evelyn Miller
Cortni Lawson
Amy Loyola
Rachel Rouse
Geraldo Silva-Creighton
Estherd Ukpong
Austin Wiest

ALTERNATIVE(S): Deny contract award

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont / Human Resources DATE: 8/01/26

BOARD ACTION: DATE: 8 / 2 5 / 2 6

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR ***ACTION***

TOPIC: Special payments for the 2026-2027 Academic Year for Department Chairs/Program Directors

REGULAR AGENDA OR COMMITTEE: Personnel & Compensation Committee

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

SUMMARY: Board approval is requested for special payments for the following faculty members performing Department Chair/Program Director duties for the 2026/27 academic year:

Anderson, Emlyn	Health Services Management (Level I)
Brewer, Thomas Scott	Gateway Mathematics (Level II)
Calvert, Chad	Computer Information Technology (Level II)
Copeland, Armon	Certified Nursing Assistant (Level I)
Daniello, Steven	Assessment Services (Level II)
Dewey, Richard	Criminal Justice and Paralegal (Level II)
Donahue, John	Fire, EMS, and Public Administration (Level II)
Doud, Melissa	Biological Sciences (Level II)
Dowers, Arnater	Medical Lab Technology (Level I)
Freeman, John	History (Level II)
Fulton, Jessica	Pharmacy Technician (Level I)
Hurst, Stephanie	Surgical Technology (Level I)
Keim, Michelle	Medical Assisting (Level I)
Kelly, Christina	Cosmetology/Barbering (Level II)
Kilman, Taylor	Mathematics (Level II)
Lockett, Charles	Radiography (Level I)
Macari, Anna	Dental Hygiene (Level I)
Maitland, Trisha	Business (Level II)
Mallonee, Sarah	English and Communications (Level II)
McKenna, Jennifer	Nursing (Level II)
TBA	Physical Therapist Assistant (Level I)
Midkiff, Deborah	Hospitality and Culinary Management (Level II)
Neely-Sardon, Angeleen	Library Services (Level I)

Palencik, Joseph	Humanities (Level II)
Piatchek, Katherine	Gateway English & English Composition (Level II)
Posten, Walter	Applied Technologies: Welding/HVAC (Level I)
TBA	Chair (Level I)
Reuther, Bryan	Human Services (Level II)
Smith, Stephen	Physical Science (Level II)
Solesky, Beverly	Nursing BSN (Level II)
Southall, John	Performing and Visual Arts (Level II)
Stant, Tracy	Accounting Technology (Level II)
TBA	Chair (Level I)
Vaught, Devonica	Medical Biller and Coder (Level I)
Walsh, Robert	Respiratory Care (Level I)
White, Teena	Charter School Health and Wellness (Level II)
Wightman, Shaun	Graphic Design Technology (Level II)
Williams, Racquida	Student Learning Services (Level II)
Wisniewski, Wendy	Practical Nursing/Patient Care Technician (Level II)
Woodrow, Brian	Applied Technologies: Automotive/Electrical (Level I)
Yankwitt, David	Social Sciences (Level II)
Zgonc, Kimberly	Education (Level II)

Level I = $2,660.00
Level II = $4,820.00

ALTERNATIVE(S): Deny special payment

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont / Human Resources		DATE: 8/1/26
BOARD ACTION:		DATE: 8/25/26