DISTRICT BOARD OF TRUSTEES MEETING
Indiantown High School, a Public Charter School of IRSC
Art Studio, Room 147
Charles & Sandy Johnston Campus
19000 SW Citrus Boulevard, Indiantown, FL 34956

September 22, 2026 - 1:00 PM

AGENDA

1. Call to Order and Pledge of Allegiance – *Chair Thornton*

2. Welcome – *Luann Hoyseth, Executive Director/Principal, Indiantown High School*

3. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*

4. Request approval of August 25, 2026 Board of Trustees Meeting Minutes – *Chair Thornton*

5. Open to Public Comment – *Chair Thornton*

6. President's Report – *Dr. Tim Moore*
   a. President's Update
   b. Calendar of Events for October 2026

7. Strategic Initiatives – *Dr. Michael Hageloh*
   a. Strategic Initiatives Update *(information only) – Dr. Michael Hageloh*
   b. Brand Experience Updates – *Lindsay Skully*

Indian River State College Real Estate, Inc. – *Dr. Michael Hageloh & Attorney Megan Schroder*

a. Request approval of the Indian River State College Real Estate Inc. selection of a developer for the New Student Housing Development at the Massey and Pruitt Health Science Campus
b. Request approval of the Resolution for the Disposition of Certain Real Property Owned by Indian River State College
c. Request approval of the Resolution Authorizing the Marketing and Solicitation of Offers for the potential Disposition of Certain Real Non-Contiguous Miscellaneous Properties owned by Indian River State College

8. Public Safety Updates & Initiatives – *Don Bergmann*

9. Finance Committee Meeting Report – *Trustee Kindell*

10. Academic Affairs & Charter Schools Governance Committee Meeting Report – *Trustee Conrado*

11. Facilities Committee Meeting Report – *Trustee Caron*

12. Governance & Legislative Affairs Committee Meeting Report – *Trustee George*

13. Consent Items: *Chair Thornton*
    a. Affiliation Agreements:
        1. Central Florida Treatment Center
        2. The School Board of Duval County, Florida
    b. Amendment to Memorandum of Agreement between Indian River State College, School of Education and South Florida Technical Rescue Training, LLC
    c. Clinical Affiliation Agreements:
        1. C.F. Physical Therapy, Inc., d/b/a Physical Therapy of Okeechobee
        2. Coral Shores Behavioral Health
        3. Port St. Lucie Rehabilitation and Healthcare
        4. Treasure Coast Community Health, Inc.
        5. Treasure Coast Urgent Care
    d. H5P Group Authoring Tool Order Form
    e. Indian River State College Organizational Charts 2026-27

f. Institute for the Professional Development for Adult Educators (IPDAE) Independent Contractor Agreements for the 2026-27 Grant Award Cycle:
   1. Anne Fredette
   2. Esther Jimenez
   3. Bridget Parliament
   4. Sullymar Reices-Irizarry
   5. Solumedics, Inc.
   6. Workforce Wise Solutions, LLC
   7. Ramin Yazdanpanah
g. Interlocal Agreement Commercial Driver's License Training between Indian River State College and Fort Pierce Utilities Authority
h. Full-Time Appointments:
   1. Esther Alexis (Assistant Professor I, School of Nursing)
   2. Michael Bo (Maintenance, Indiantown High School)
   3. Susanne Brueckner (Nursing Laboratory Specialist, School of Nursing)
   4. Rayanna Cibulsky (Assessment Specialist, Assessment Services)
   5. Katelyn Crews (Administrative Assistant III, Academic Affairs)
   6. Stephanie Cruz (Academic Advisor, Advisors – Mueller Campus)
   7. Stephanie Davis-Chang (Assistant Professor I, Business)
   8. Maria De La Cruz Aponte (Administrative Assistant II, Student Life)
   9. Paula Dickson (Interim Records Specialist, Student Records)
   10. Wyatt Evans (Technology Support Specialist, Computing Support Services)
   11. Aaron Goodale (Assistant Professor I, Public Service Education)
   12. Michael Goodling (Career and Technical Education Building Trades, Indiantown High School)
   13. Marcus Grant (Assistant Professor I, Graphic Design Technology)
   14. Dominique Griffin (Assistant Professor I, Cosmetology)
   15. Nadia Hommerding (Administrative Director of Libraries, Learning Resources)
   16. Kiah Kimpton (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
   17. Katlyn Klein (Academic Advisor, Pruitt Campus)
   18. Dillyn Lesesne (Academic Advisor, Advising Services)
   19. Corri Lichter (Administrative Assistant II, Small Business Development Center)
   20. Jennifer Luna (Administrative Assistant II, Public Service Education)
   21. Victoria Villanueva Marquez (Marketing Communications Specialist,

Brand Experience)

22. Christa Miller (Academic Advisor, Academic Advisors – Chastain Campus)
23. Sierra Motsinger (Assistant Professor I, Health Science)
24. Jose Perla (Groundskeeper, Grounds)
25. Julia Pineda (Custodian, Custodial)
26. Monica Rosenthal (Tutoring Center Specialist, Tutoring Centers)
27. Matthew Rudow (Assistant Professor I, Computer Information Technology)
28. Jennifer Savage (Assistant Professor I, Health Science)
29. Melody Schmitt-Foreman (Tutoring Center Coordinator, Tutoring Centers)
30. Lori Welch (Director of Recruitment and Admissions, Enrollment Management)
31. Christina Westbrook (Enrollment and Student Communication Coordinator, Enrollment and Student Communications)
32. Sean Woods (Maintenance, Physical Plant – Pruitt Campus)

i. Retirements:
   1. Sikita Goodrich (Assistant Professor II, Cosmetology)
   2. Judy Smith (Custodian, Custodial)

j. Separation of Service:
   1. Meghan Beaulieu (Registration Assistant, Registration – Mueller Campus)
   2. Debra Castonguay (Custodial Supervisor, Facilities)
   3. Christivenson Cesar (Academic Coordinator, Educational Talent Search)
   4. Diana Marotta Gomez (Academic Advisor, Pruitt Campus)
   5. Danielle Graydon (Head Athletic Trainer, Athletics)
   6. Michael Hernandez (Asset Management Specialist, Computing Support Services)
   7. Alexandra Lee (Academic Coordinator, Upward Bound – Indian River County)
   8. Karelle Evita Patterson (Financial Aid Advisor, Financial Aid Specialists)
   9. Jerri Skiles (Financial Aid Assistant, Financial Aid Frontline)
   10. Darrell Williams (Accounts Receivable Specialist, Accounts Receivable)

k. Regular Part-Time Appointments:
   1. Julisha Bogle (Program Assistant, Biological Sciences)
   2. Kyle Dusch (Program Specialist, Emergency Medical Services)

3. Isabella Elg (Library Technical Assistant, Learning Resources)
4. Jeffery Ervin (Custodian, Custodial)
5. Lauren Finocchiaro (Program Specialist, Emergency Medical Services)
6. Jessica Glover (Program Specialist, Emergency Medical Services)
7. Kirsten Kemp (Program Assistant, Biological Sciences)
8. Caleb Pierre (Program Assistant, Biological Sciences)
9. Jayden Roberson (Library Technical Assistant, Learning Resources)
10. Michael Rolle (Program Specialist, Emergency Medical Services)

l. Part-Time Temporary Non-Instructional Appointments:
1. Sean Dickens (Substitute Teacher, Clark Advanced Learning Center)
2. Sawyer Downs (Lifeguard/Instructor, Aquatics)
3. Caitlin Frost (Testing Assistant, Assessment Services)
4. Lana Hamdan (Academic Support Center Tutor, Tutoring Centers)
5. Madushan Jesurajah (Program Specialist, Biological Sciences)
6. Colin Vickery (Academic Support Center Tutor, Tutoring Centers)
7. Lwanga Victor (Welding Instructor, Indiantown High School)

m. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
1. Timothy Bordt (Criminal Justice)
2. Steven Camara (Criminal Justice)
3. Denise Hayes (Health Science)
4. Zara Joyner (Paralegal Studies)
5. Fleura Maitre (Biological Sciences)
6. Larry Manaro (Emergency Medical Services)
7. Corwin McCammon (School of Business)
8. Carol Pilzer (Computer Information Technology)
9. Arthur Proust (Emergency Medical Services)

14. Adjourn – *Chair Thornton*

Indian River State College, Mission Statement

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

Indian River State College is committed to:

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

AGENDA ITEM NO. 2

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Welcome by Luann Hoyseth Wann, Executive Director/Principal, Indiantown High School

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Indiantown High School Principal, Luann Hoyseth Wann, will provide an update on the current status and future plans for Indiantown High School.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Dr. Stephanie Etter & Luann Hoyseth Wann	DATE: 8/31/26
BOARD ACTION: None required	DATE: 9/22/26

Indian River State College

Indiantown High School

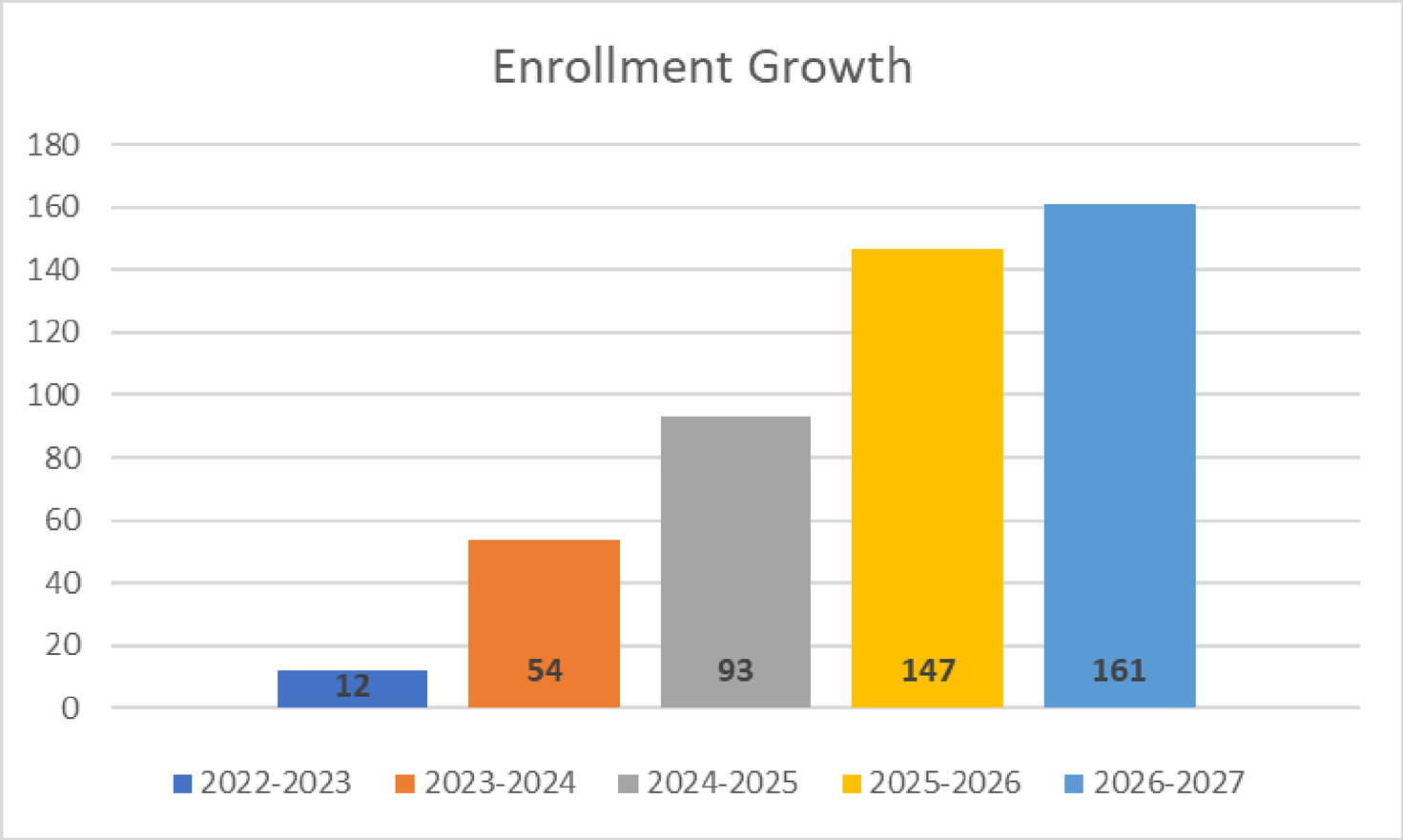
An update on one of the fastest - growing comprehensive high schools in our district, serving our community's most vulnerable student population while maintaining educational excellence.

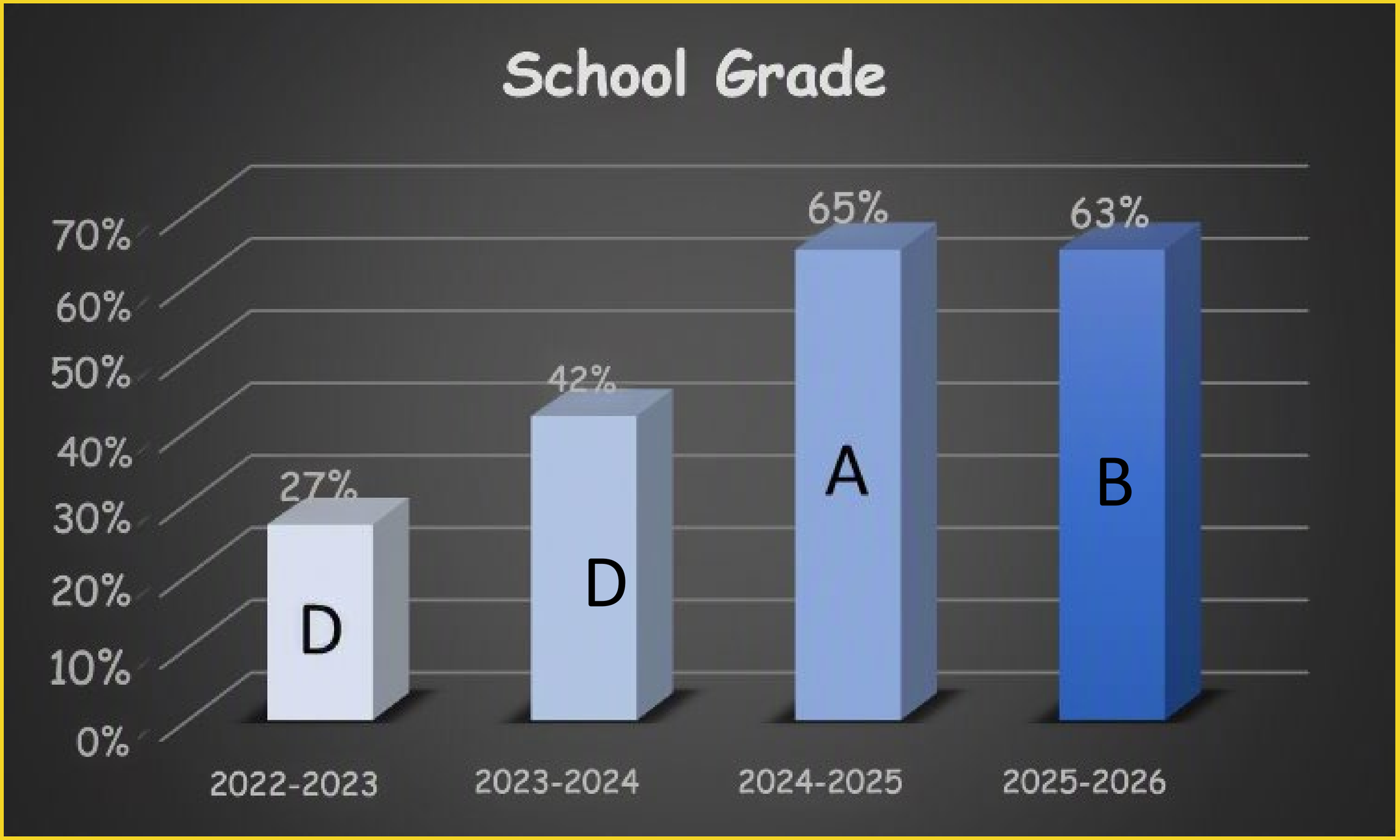
Strategic Growth

2025-2026
Unprecedented Enrollment Growth - 58% increase over the previous year.

2026-2027
Currently serving 161 students – 8.5% increase over last year. This number is still fluctuating.

We continue to grow and expect to increase each year with the population growth in Indiantown.




School Grade
70%
60%
50%
40%
30%
20%
10%
0%
27%
D
42%
D
65%
A
63%
B
2022-2023
2023-2024
2024-2025
2025-2026

Our Student Community

81%

Economically Disadvantaged

Highest percentage in the county for comprehensive high schools

62%

English Language Learners

Students mastering academic content while learning English

9%

Exceptional Student Education

Students requiring specialized support and accommodations – decrease over last year.

Our diverse student body represents tremendous potential. With proper support, these challenges become stepping stones to extraordinary achievement.

Academic Progress: Building Foundations

Current ELA Proficiency Levels

9th Grade ELA Proficient

Entering at 48% proficiency to start the year. Targeted intervention is already in place.

10th Grade ELA Proficient

Only 36% of the students entering 10th grade are proficient. Students are already receiving targeted interventions such as double block ELA.

These proficiency levels drive our targeted intervention strategies and demonstrate the need for ELA & Math support. Title I Funds allocated to support tutoring and other efforts.

CTE Programs: Preparing Tomorrow's Workforce

Welding Program

- Very popular.
- New Part Time Welding Faculty
- Capacity Constraints - 2 learning levels condensed into 2 cohorts

26-27 Launch: Building Trades and Hospitality &Tourism

Medical Assisting

- Preparing students for careers in healthcare with clinical and administrative medical skills
- Students successful in earning industry certifications, bringing CAPE funding
- Part Time Faculty

FPL Academy Partnership

Partnership with Florida Power & Light offering electronic car education and experiences

Business: Marketing

- Marketing &Entrepreneurship
- Program Revamped to Align with CAPE Funding Changes

Transforming Lives: The Path Forward

Academic Excellence

Small class sizes enable personalized instruction, accelerating literacy gains and closing achievement gaps.

Career Readiness

Expanded CTE offerings and dual enrollment opportunities prepare students for high-demand, high-wage careers.

Community Impact

Supporting our active PTSA and advisory board while developing tomorrow's skilled workforce for our region.

Together, we can transform challenges into triumphs and invest in our community's future.

AGENDA ITEM NO. 3

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Student Government Association (SGA) Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
SGA President, Makaria Sandlin will report on:

- **Opened new Relaxation Space at Chastain —** partnership between Chastain Campus and Student Wellness Center
- **Club Rush (in-person + virtual) —** built community/belonging at The River for all students
- **Student Wellness Center's Mental Health Fair**
- **Welcome to new SGA Campus Liaisons for partner campus programming**
- **College-wide National Voter Registration/Constitution Day**
- **1st SGA General Assembly —** President Moore welcomed students, encouraged new academic year

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Gracia Buzziz & Makaria Sandlin DATE: 9/2/26

BOARD ACTION: None required DATE: 9/22/26

AGENDA ITEM NO. 4

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the August 25, 2026 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY: Request approval of the August 25, 2026 Board Meeting Minutes.

SUBMITTED BY: Chair Thornton	DATE: 9/3/26
BOARD ACTION:	DATE: 9/22/26

INDIAN RIVER STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

REGULAR MEETING

August 25, 2026

REGULAR MEETING

The regular meeting of the District Board of Trustees of Indian River State College was held on August 25, 2026, beginning at 1:30 PM in the Ben L. Bryan Administration Building, Board Room, A301 on the Massey Campus of Indian River State College in Fort Pierce, FL.

ATTENDANCE

Those present:
Milo Thornton, Indian River County, presiding
Susan Caron, St. Lucie County
Jose Conrado, Indian River County
Anthony George, Martin County
Christa Luna, Okeechobee County
Melissa D. Kindell, Okeechobee County
J. Brantley Schirard, St. Lucie County

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

Others present:
Michael Hageloh, Executive Vice President of Strategic Initiatives, CMO

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Heather Belmont, Vice President of Academic Affairs

Angela Browning, Vice President of Research & Governmental Relations

Beth Gaskin, Vice President for Student Success

Edith Pacacha, Vice President of Administration & Finance, CFO

Annabel Robertson, Vice President of Institutional Advancement

Don Bergmann, Chief of Campus Safety

TaTanisha Baker, Associate Vice President of Technology

Floralba Arbelo Marrero, Associate Vice President of Student Life

Chris Puorro, Associate Vice President – IRSC Public Media

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

Rebecca Shearer, Associate Vice President of Enrollment Management

Lindsay Skully, Associate Vice President of Brand Experience

Mia Tignor, Associate Vice President of Academic Affairs

Andrew Treadwell, Associate Vice President of Government & Community Relations

Calvin Williams, Associate Vice President of Advising and Career Services

Anthony Dribben, Executive Dean of Math & Science

Stephanie Etter, Executive Dean of Adult and Continuing Education

Patty Gagliano, Executive Dean of Health & Human

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Services

James Howse, Executive Dean of Business & Applied Technologies

Scott Stein, Executive Dean of Liberal Arts

Tiffany Lewis, Associate Dean of Mathematics

Troy Shearer, Associate Dean of Applied Technology

Adriene Jefferson, Dean of Northwest Center

Victoria Ortiz-Lucas, Chief Budget Officer

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

Steven Daniello, Director of Assessment Services

Ashley Richmond, Director of Research & Reports

Lisa Schuyler, Director of Accounting & Financial Reporting

Scott Kimmelman, Athletic Director

Emlyn Anderson, Faculty

John Anderson, Faculty

John Donahue, Faculty

Giovanni Barbieri, Staff

Gracia Buzziz Perez, Staff

Debra Castonguay, Staff

James Crocco, Staff

Livya Medina Gonzalez, Staff

Keri Hughes, Staff

Pierre Pacheco, Staff

Zujey Perez, Staff

Kim & Richard Runge, Staff

Jared Queen, Staff

Judy Smith, Staff

Anthony Thompson, Staff

Joe Wilson, Staff

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Makaria Sandlin, SGA President
Khathy Truong, SGA Vice President
Tennyson McLaughlin, SGA Secretary
Caleb Pierre, SGA Treasurer
Julia Heredia, SGA Press Secretary
Bryn Claderon duPlooy, HOSA Student
Petricia Lopilato, HOSA Student
Katie Perez, HOSA Student
Raul Calderon, Guest
Lorna duPlooy, Guest
Diane Milia, Guest
Dr. James Parla, Guest
Richelle Taylor, Guest
Megan Schroder, Attorney, Nelson Mullins

CALL TO ORDER

Chair Luna called the meeting to order at 1:30 PM and led the Pledge of Allegiance.

REORGANIZATION OF THE BOARD

President Moore presided over the reorganization of the Board.

ELECTION OF CHAIRPERSON

On a motion made by Tony George, seconded by Christa Luna and passed by the Board, Milo Thornton was elected Chairperson of the Board.

ELECTION OF VICE CHAIRPERSON

On a motion made by Jose Conrado, seconded by Tony George and passed by the Board, Brant Schirard was elected Vice Chairperson of the Board.

MOTION ON 2026/27 IRSC BOARD MEETING & BOARD RETREAT SCHEDULES

On a motion made by Jose Conrado, seconded by Susie Caron and passed by the Board, the 2026/27

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IRSC Board Meeting and Board Retreat Schedules were approved.

RECOGNITION OF CHAIR LUNA

President Moore and the Board recognized Chair Christa Luna and thanked her for her outstanding leadership and commitment to the College and its mission. In recognition of her two years of service as Chair, she was presented with a Chairman's Award.

STUDENT GOVERNMENT ASSOCIATION (SGA) REPORT

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

Makaria reported on the following:

- **Welcoming Every Campus, Together.** SGA partnered with Student Life to host welcome tents and grab-n-go breakfast spots at every single campus — Massey, Pruitt, Mueller, Chastain, and Dixon Hendry — making sure every student, no matter where they take classes, started the semester feeling seen and supported.
- **Building Pride and Community.** From the Blue vs. Gold Tailgate and Volleyball Game to the Fall Kickback with ramen and karaoke, SGA has and will continue to share moments early in the semester that build school spirit and

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help students form connections from day one.

- **Engaging Students as Citizens.** SGA will lead a college-wide National Voter Registration Day and Constitution Day alongside Professor Yankwitt's SALUTE Veterans Honor Society, every county's Supervisor of Elections, and Student Life. We will be present at every campus, helping students register to vote and reinforcing the college's commitment to civic engagement.
- **Growing Student Involvement.** Through Club Rush and Get Connected events at every campus, SGA will continue to help students discover clubs and organizations and get involved beyond the classroom.

Chair Thornton thanked Makaria for her report.

RETIREMENT RECOGNITION FOR JUDY A. SMITH

President Moore and Debra Castonguay recognized Judy A. Smith on her upcoming retirement.

After 21 years of service at the College, Judy has announced her intent to retire.

President Moore and the Board congratulated Judy on her accomplishment, wished her all the best,

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and presented her with a personalized retirement gift from the College and her colleagues.

HOSA INTERNATIONAL CONFERENCE WINNERS

Dr. Patty Gagliano recognized the Indian River State College Health Occupation Students of America (HOSA) International Conference Winners who attended the International Conference in Indianapolis, June 16-21, 2026,

The College HOSA chapter leaders are proud International Champions earning a Silver Medal, Bronze Medal, a plaque, $500 Scholarship, Excellence pin, and 15 Excellence Award Certificates at the International Leadership Conference.

President Moore, Dr. Gagliano and the Board congratulated the following HOSA students – Bryn Calderon duPlooy, Petricia Lopilato and Katie Perez on their accomplishments and re-presented them with their awards.

RECOGNITION OF EMLYN ANDERSON

Dr. Patty Gagliano also recognized Emlyn Anderson, Program Director and Assistant Professor II in the Healthcare Management Program and Faculty Advisor for HOSA on her accomplishments.

Emlyn was recognized with a HOSA Excellence Pin and Award Certificate at the International

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Conference and was also honored as the IRSC Club Advisor of the Year.

President Moore, Dr. Gagliano and the Board congratulated Emlyn on her accomplishments and re-presented her with her awards.

TEAM MEMBERS OF THE MONTH

Dr. Stephanie Etter and Pierre Pacheco recognized the following Team Members of the Month:

- July 2026 – Kim Runge

JULY 2026 – KIM RUNGE

- August 2026 – Anthony Thompson

AUGUST 2026 – ANTHONY THOMPSON

President Moore and the Board congratulated Kim and Anthony on their accomplishments and presented them with their Team Member of the Month Awards.

REQUEST APPROVAL OF THE JUNE 23, 2026 BOARD MEETING MINUTES

Chair Thornton requested a motion to approve the minutes of the June 23, 2026 Board Meeting.

MOTION TO APPROVE THE JUNE 23, 2026 BOARD MEETING MINUTES

On a motion by Jose Conrado, seconded by Susie Caron and passed by the Board, the minutes of the June 23, 2026 Board Meeting were approved.

OPEN TO PUBLIC COMMENT

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

PRESIDENT'S REPORT

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

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- Beth Gaskin reported on New Student Orientation – 1300 – 1500 students in two sessions on August 13th. We also had a Parent Session which was a good transition for them. Overall wanted to thank Becky Shearer, new AVP of Enrollment Management. She is now taking on the Admissions piece of the experience. Shout out to our Student Life piece for making students feel that this is their place.
- President Moore commented on the Tax Referendum on the ballot in November. If it passes, the mission of this College will expand. We are planning ahead.
- Met earlier with the Taiwan delegate members who are seeking workforce training and a chip manufacturing plant. Thank you to the Board for your input at the luncheon.
- Student Housing update from Dr. Hageloh later in the meeting.
- Updates on the Medical School forthcoming.
- Thank you for the opportunity to serve. Higher Education is changing. Looking at

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Open Educational Resources to reduce costs of books.

- We are the second largest Foundation in the system.

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

CALENDAR OF EVENTS

Dr. Michael Hageloh presented to the Board, for its information, the Strategic Initiatives Report:

STRATEGIC INITIATIVES

Strategic Initiatives Update:

STRATEGIC INITIATIVES UPDATE

a. Going through the process of the ERP conversion. Ta and her team are trying to work through this process as quickly as possible. Over 16,000 students are registered but there have been individual student record issues.

UPDATE ON THE ERP CONVERSION

Student Housing Project Proposals Update:

STUDENT HOUSING PROJECT PROPOSALS UPDATE

b. Attorney Megan Schroeder updated the Board on the process. Dr. Moore commended Megan for her fine work. The Real Estate DSO has been evaluating two unsolicited proposals. Engaged design & financial consultants along with Attorney Schroeder.

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Both unsolicited proposers met the threshold to begin negotiations with both proposers. The Real Estate, Inc. Board of Directors will meet on Sept. 17th. They will have the opportunity to decide which they chose to move forward with. This will be a land lease from the Board.

Resolution:

RESOLUTION AUTHORIZING THE NEGOTIATION OF TERMS & PRESENTATION OF A PROPOSED TRANSACTION FOR THE POTENTIAL DISPOSITION OF CERTAIN REAL PROPERTY OWNED BY INDIAN RIVER STATE COLLEGE

Dr. Hageloh presented to the Board, for its approval, a Resolution Authorizing the Negotiation of Terms and Presentation of a Proposed Transaction for the Potential Disposition of Certain Real Property Owned by Indian River State College.

MOTION ON RESOLUTION AUTHORIZING THE NEGOTIATION OF TERMS & PRESENTATION OF A PROPOSED TRANSACTION FOR THE POTENTIAL DISPOSITION OF CERTAIN REAL PROPERTY OWNED BY INDIAN RIVER STATE COLLEGE

On a a motion made by Tony George, seconded by Brant Schirard and passed by the Board, the Resolution Authorizing the Negotiation of Terms and Presentation of a Proposed Transaction for the Potential Disposition of Certain Real Property Owned by Indian River State College was approved.

BIOLOGY, PRE-ENGINEERING, AND ADVANCED MANUFACTURING STUDENTS'

Natalia Chekhovskaya, Dr. Tom D'Elia, Dr. Anthony Dribben and the biology, pre-engineering and

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advanced manufacturing students' presented to the Board, for its information, a presentation on "Advancing Solutions for Citrus Greening Disease through Interdisciplinary Innovation".

COLLABORATION TO ADDRESS CITRUS GREENING

Faculty and students noted the interdisciplinary collaboration drives innovation and impact. Student involvement transforms ideas into real-world solutions. Together we can combat citrus greening disease and protect our communities.

SPACEX VISIT

James Howse and Troy Shearer presented to the Board, for its information, an update on the SpaceX Visit by Bryan Treat, Welding Manager and Riley Wagman-Santos, Media Person.

They were interested in what the College was doing with welding – their interest – Type 3 welding – goes into space, Type 2 welding – launchpad, Type 1 – everything else. Their intent is to hire at least 300 welders instead of hiring contractors.

Walt Posten discussed the Curriculum with the Welding Manager. What we have found is that SpaceX much like any other business, is looking for training for soft skills. They toured the welding lab. SpaceX is looking to build 3 more launch pads. A Star Factory is

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also in the future for the Cape. Future partnerships were discussed.

Brant Schirard reported on the Personnel & Compensation Committee Meeting held earlier in the day.

PERSONNEL & COMPENSATION COMMITTEE MEETING REPORT

On a motion made by Brant Schirard, seconded by Jose Conrado, and passed by the Board, the following Personnel & Compensation Committee Meeting items were approved:

MOTION ON PERSONNEL & COMPENSATION COMMITTEE MEETING ITEMS

1. President's Annual Review:
   a. President's Annual Performance Review was accepted and will be forwarded to the State.

      PRESIDENT'S ANNUAL PERFORMANCE REVIEW ACCEPTED AND WILL BE FORWARDED TO THE STATE

   b. Award of 20% of the President's base salary for the Performance Outcome Incentive based on the President's rating on his annual review for 2025-26 as exceeding expectations.

      AWARD OF 20% OF THE PRESIDENT'S BASE SALARY FOR THE PERFORMANCE OUTCOME INCENTIVE

   c. Renewal of the President's 5-year contract term and adjusting the Presidents base pay by 3% to $532,510 both effective September 1, 2026.

      RENEWAL OF THE PRESIDENT'S 5 YR CONTRACT TERM & ADJUSTING THE PRESIDENT'S BASE PAY BY 3% TO $532,510 EFFECTIVE 9/1/26

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d. The Board wishes to postpone amending 6.7 Supplemental Compensation and would like for the Chair, Staff and General Counsel to have further discussion and review of a revenue model to be developed for a future proposal to the Board of Trustees.

POSTPONED AMENDING THE 6.7 SUPPLEMENTAL COMPENSATION AND WOULD LIKE THE CHAIR, STAFF & GENERAL COUNSEL TO HAVE FURTHER DISCUSSION AND REVIEW OF A REVENUE MODEL TO BE DEVELOPED FOR A FUTURE PROPOSAL TO THE BOT

e. 2026/27 Presidential Goals and Objectives

2026/27 PRESIDENTIAL GOALS & OBJECTIVES

2. Award of Continuing Contract and/or Faculty Promotion

AWARD OF CONTINUING CONTRACT AND/OR FACULTY PROMOTION

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

INSTRUCTIONAL PERSONNEL APPTS EFECTIVE 8/1/26 FOR ANNUAL CONTRACT

4. Instructional Personnel Appointments funded through grants or the Foundation effective August 1, 2026

INSTRUCTIONAL PERSONNEL APPTS FUNDED THROUGH GRANTS OR THE FOUNDATION EFFECTIVE 8/1/26

5. Special Payments for the 2026/27 Academic Year for Department Chairs/Program Directors

SPECIAL PAYMENTS FOR THE 2026/27 ACADEMIC YEAR FOR DEPT CHAIRS/PROGRAM DIRECTORS

Susan Caron reported on the Finance Committee Meeting held earlier in the day.

FINANCE COMMITTEE MEETING REPORT

On a motion by Susan Caron, seconded by Melissa Kindell and passed by the Board, the following Finance Committee Meeting items were approved:

MOTION ON FINANCE COMMITTEE MEETING ITEMS

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1. Proposed Fee Changes effective Spring 2027

PROPOSED FEE CHANGES EFFECTIVE SPRING 2027

2. Hyland Software-As-A-Service (Cloud Service) Renewal Order Form No. EU-31117-HYL088873 for July 1, 2026 – June 30, 2027

HYLAND SOFTWARE-AS-A-SERVICE (CLOUD SERVICE) RENEWAL ORDER FORM #EU-31117-HYL088873 FOR JULY 1, 2026 – JUNE 30, 2027

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

ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

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

MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

1. 2027/28 Institutional General Education Course Offering Review

2027/28 INSTITUTIONAL GENERAL EDUCATION COURSE OFFERING REVIEW

2. Agreement for Services with JSC Systems, Inc.

AGREEMENT FOR SERVICES WITH JSC SYSTEMS, INC.

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

FACILITIES COMMITTEE MEETING REPORT

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

MOTION ON FACILITIES COMMITTEE MEETING ITEMS

DRAFT

1. Residential Lease – Rental Agreement for Single Family Home or Duplex located at 3290 Edwards Road, Fort Pierce	RESIDENTIAL LEASE FOR 3290 EDWARDS ROAD, FORT PIERCE
2. Fort Pierce Utility Authority Easement request for Indian River State College Parcel #2 for the new Medical Examiners Building	FORT PIERCE UTILITY AUTHORITY EASEMENT REQUEST FOR IRSC PARCEL #2 FOR THE NEW MEDICAL EXAMINERS BLDG
3. Addendum #01 to the Architect Agreement with Song & Associates Inc.	ADDENDUM #01 TO THE ARCHITECT AGRMT WITH SONG & ASSOCIATES INC
4. Addendum to a Construction Agreement and/or Construction Agreements:	ADDENDUM TO A CONST AGRMT AND/OR CONST AGREEMENTS
a. Addendum #01 to the Construction Agreement with Charles Perry Partners, Inc. – Blackburn Education Building - GMP	ADDENDUM #01 TO THE CONST AGRMT WITH CHARLES PERRY PARTNERS, INC. - BEB – GMP
b. Charles Perry Partners, Inc. – Pruitt J Bldg. Bathroom Repairs	CPPI – PRUITT J BLDG BATHROOM REPAIRS
c. LEGO Construction Co. – Massey Campus V Building, Kight Center for Emerging Technologies	LEGO CONSTRUCTION CO – MASSEY CAMPUS, V BLDG, KIGHT CENTER FOR EMERGING TECHNOLOGIES
d. Paul Jacquin & Son's Construction – A Bldg. Interior Paint, Massey Campus	PAUL JACQUIN & SON'S CONSTRUCTION – A BLDG INTERIOR PAINT, MASSEY CAMPUS
e. Paul Jacquin & Son's Construction – Building C Floor Replacement, Massey Campus	PAUL JACQUIN & SON'S CONSTRUCTION – BLDG C FLOOR REPLACEMENT, MASSEY CAMPUS

DRAFT

f. Paul Jacquin & Son's Construction – Maintenance Office Floor Replacement, Massey Campus

PAUL JACQUIN & SON'S CONSTRUCTION – MAINTENANCE OFFICE FLOOR REPLACEMENT, MASSEY CAMPUS

5. Addendums to Independent Contractor Agreements and/or Independent Contractor Agreements for services of $3,500 or more:

ADDENDUMS TO INDEPENDENT CONTRACTOR AGRMTS AND/OR INDEPENDENT CONTRACTOR AGRMTS

a. Addendum #02 with Educational Planning & Consulting – Planning & Assessment Services

ADDENDUM #02 WITH EDUCATIONAL PLANNING & CONSULTING – PLANNING & ASSESSMENT SERVICES

b. Addendum #03 with Green Lawn Services and Sod Installation, Inc. – Landscaping

ADDENDUM #03 WITH GREEN LAWN SERVICES & SOD INSTALLATION, INC. - LANDSCAPING

c. Paul Jacquin & Son's Construction – Bldg. N RTU Coil Replacement

PAUL JACQUIN & SON'S CONSTRUCTION – BLDG. N RTU COIL REPLACEMENT

d. Paver Overlays – Paver installation on Crime Lab Trailer

PAVER OVERLAYS – PAVER INSTALLATION ON CRIME LAB TRAILER

e. Michael Rapeer – IRSC Public Media – Chief Engineering Consulting Services

MICHAEL RAPEER – IRSC PUBLIC MEDIA – CHIEF ENGINEERING CONSULTING SERVICES

f. Sign On, LLC – Student Services Signage, Pruitt Campus

SIGN ON, LLC – STUDENT SERVICES SIGNAGE, PRUITT CAMPUS

g. Wirenutz Electrical Contractor – Electrical Installation on Crime Lab Trailer

WIRENUTZ ELECTRICAL CONTRACTOR – ELECTRICAL INSTALLATION ON CRIME LAB TRAILER

DRAFT

6. Standing Order Contracts for as needed services of less than $15,000 effective July 1, 2026 – June 30, 2027:

	STANDING ORDER CONTRACTS FOR AS NEEDED SERVICES OF LESS THAN $15,000 - JULY 1, 2026-JUNE 30, 2027
a. AC Advantage Inc.	AC ADVANTAGE INC
b. Adron Fence Company	ADRON FENCE COMPANY
c. Airstron Mechanical	AIRSTRON MECHANICAL
d. Apex Roofing USA, LLC	APEX ROOFING USA, LLC
e. Ardor LLC	ARDOR LLC
f. BG Group, LLC	BG GROUP, LLC
g. Care Security Systems	CARE SECURITY SYSTEMS
h. Complete Electric Inc.	COMPLETE ELECTRIC INC.
i. DH Pace Company, Inc.	DH PACE COMPANY, INC.
j. DLR Group	DLR GROUP
k. Environmental Land Development	ENVIRONMENTAL LAND DEVELOPMENT
l. Everon, LLC	EVERON, LLC
m. Florida Coast Equipment, LLC	FLORIDA COAST EQUIPMENT, LLC
n. Garland/DBS, Inc.	GARLAND/DBS, INC.
o. Green Lawn Services and Sod Installation Inc.	GREEN LAWN SERVICES & SOD INSTALLATION, INC.
p. H.J. High Construction	H.J. HIGH CONSTRUCTION
q. HydroJet Carpet Cleaning, Inc.	HYDROJET CARPET CLEANING, INC.
r. Impact Sport Surfaces, Inc.	IMPACT SPORT SURFACES, INC.
s. Island Landscaping, Inc.	ISLAND LANDSCAPING, INC.

DRAFT

t. JM Test and Balance, Inc.	JM TEST AND BALANCE, INC.
u. Kuchar Mechanical	KUCHAR MECHANICAL
v. Meeks Plumbing Inc.	MEEKS PLUMBING INC.
w. MidState Mechanical Contractors of Vero Beach LLC	MIDSTATE MECHANICAL CONTRACTORS OF VERO BEACH LLC
x. Ocean Breeze Irrigation	OCEAN BREEZE IRRIGATION
y. O'Neil Brothers Flooring	O'NEIL BROTHERS FLOORING
z. Paver Overlays	PAVER OVERLAYS
aa. POD, LLC d/b/a Painters on Demand	POD, LLC D/B/A PAINTERS ON DEMAND
bb. Precision Automation Inc	PRECISION AUTOMATION INC.
cc. Pye-Barker Fire & Safety	PYE-BARKER FIRE & SAFETY
dd. Quality Commissioning and Consulting	QUALITY COMMISS & CONSULTING
ee. Richmond Electric	RICHMOND ELECTRIC
ff. S.A.F. Tree Service, LLC	S.A.F. TREE SERVICE, LLC
gg. Sign On, LLC	SIGN ON, LLC
hh. Smiley's Audio Visual, Inc.	SMILEY'S AUDIO VISUAL, INC.
ii. Stuart Fence Company Inc.	STUART FENCE COMPANY INC.
jj. Superior Floor Coatings	SUPERIOR FLOOR COATINGS
kk. Superior Hardware Products	SUPERIOR HARDWARE PRODUCTS
ll. Wirenutz Inc.	WIRENUTZ INC.

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

GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING REPORT

DRAFT

Melissa Kindell opened the floor to anyone wishing to make public comment on any of the Board Policy updates being finalized. Hearing none, she moved on to the items on the Governance & Legislative Affairs Committee meeting.

OPEN TO PUBLIC COMMENT FOR ANY OF THE BOARD POLICY UPDATES BEING FINALIZED

On a motion made by Susan Caron, seconded by Melissa Kindell, and passed by the Board, the following Governance & Legislative Affairs Committee Meeting items were approved and/or presented for information:

MOTION ON GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING ITEM

1. **Final Reading for updates to the following Board Policies:**

   FINAL READING FOR THE FOLLOWING BOARD POLICIES

   a. **Board Policy #5210 – *Academic Honesty***

      #5210 – *ACADEMIC HONESTY*

   b. **Board Policy #5330 – *Hazing***

      #5330 – *HAZING*

   c. **Board Policy #6110 – *Sponsored Programs***

      #6110 – *SPONSORED PROGRAMS*

   d. **Board Policy #6152 – *Student Activity and Service Fees***

      #6152 – *STUDENT ACTIVITY & SERVICE FEES*

   e. **Board Policy #6325 – *Procurement***

      #6325 – *PROCUREMENT*

   f. **Board Policy #8822 – *Artificial Intelligence***

      #8822 – *ARTIFICIAL INTELLIGENCE*

2. **Indian River State College's intent to seek membership with the Commission for Public**

   IRSC'S INTENT TO SEEK MEMBERSHIP WITH CPHE AND 2025/26 DATA POINTS SHEET *(INFORMATION ONLY)*

DRAFT

Higher Education and 2025/26 Data Points sheet was also distributed *(information only)*

Dr. Michael Hageloh requested Item #16c-2 – Metz Culinary Management, Inc. be pulled from the consent agenda for further review.

REQUEST TO PULL ITEM #16C-2 – METZ CULINARY MANAGEMENT, INC. FOR FURTHER REVIEW

Chair Thornton requested a motion on the Consent Items.

CONSENT ITEMS

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

MOTION ON CONSENT ITEMS

a. Articulation Agreement between Florida International University and Indian River State College

ARTICULATION AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY & IRSC

b. Clinical Affiliation Agreement:
   1. Light of the World Charities, d/b/a Little Lights Dentistry

CLINICAL AFFILIATION AGREEMENT WITH LITTLE LIGHTS DENTISTRY

c. Independent Contractor Agreements:
   1. Addendum #01 to the Independent Contractor Agreement with Level Interactive, Inc.
   2. PULLED – Metz Culinary Management, Inc.

INDEPENDENT CONTRACTOR AGRMTS
ADDENDUM #01 TO INDEPENDENT CONTRACTOR AGRMT WITH LEVEL INTERACTIVE INC.

PULLED – METZ CULINARY MANAGEMENT, INC.

d. Indian River State College Educational Internship Agreement with We Do AI

IRSC EDUCATIONAL INTERNSHIP AGREEMENT WITH WE DO AI

DRAFT

e. Memorandums of Agreement with Indian River State College, Criminal Justice Institute:	MOA'S WITH IRSC-CJI
1. Fusion Geospatial, LLC	FUSION GEOSPATIAL, LLC
2. International Holdings LLC DBA Emergency Response Diving International	INT'L HOLDINGS LLC, DBA EMERGENCY RESPONSE DIVING INTL
3. Suzanne Woodward	SUZANNE WOODWARD
f. Memorandum of Understanding between The Board of Trustees of Indian River State College and St. Edwards School for STEM Fair Mentorship Program	MOU BETWEEN THE BOARD OF TRUSTEES OF IRSC AND ST EDWARD'S SCHOOL FOR STEM FAIR MENTORSHIP PROGRAM
g. Skillsoft LLC Order Form for 2026-27 Contract for Percipio Learning	SKILLSOFT LLC ORDER FORM FOR 2026-27 CONTRACT FOR PERCIPIO LEARNING
h. Full-Time Appointments	FULL-TIME APPOINTMENTS
i. Retirements	RETIREMENTS
j. Separations of Service	SEPARATIONS OF SERVICE
k. Regular Part-Time Appointments	REGULAR PART-TIME APPOINTMENTS
l. Part-Time Temporary Non-Instructional Appointments	PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS
m. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED Vocational Credit; Vocational Supplemental; and Vocational Preparatory)	PART-TIME INSTRUCTIONAL CERTIFICATIONS

DRAFT

ADJOURNMENT

There being no further business, the meeting adjourned at 3:12 PM.

Milo Thornton **Chairperson**	**Timothy E. Moore, Ph.D.** **Secretary**

DRAFT

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
OPEN TO PUBLIC COMMENT

IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS

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

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

Definitions

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

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

Propositions do not include the following:

A. an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;

B. an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;

C. a meeting that is exempt from F.S. 286.011 (the Public Meetings Law); or

D. a meeting at which the Board is sitting in its quasi-judicial capacity.

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

Designated Public Input Period

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

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

Requirements When Providing Public Input

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

A. Individuals desiring to provide public input must complete a public input form with their name and identify the proposition or matter on which the individual desires to speak.

B. Individuals will be given the opportunity to speak in the order in which their form is received.

C. Each individual speaker shall be allotted up to a total of three (3) minutes. The time period may be adjusted by the presiding officer.

D. Individuals who have filled out the Board's public input form may not delegate their allotted time to speak to other individuals.

E. If the number of individuals signed up to provide public input exceeds the number of minutes designated for public input, the total allotted time for public input may be prorated evenly among all individuals who have completed a public input form.

F. Rather than all members of groups or factions desiring to speak on a particular matter at meetings in which a large number of individuals wish to be heard, the Board encourages representatives of such groups or factions to address the matter in their representative capacity.

G. Individuals may not utilize any demonstrative aids when providing public input.

Additional Rules of Decorum and Conduct

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

The presiding officer shall be guided by the following rules:

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

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

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

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

1. No obstructions are created between the Board and the audience.

2. No interviews are conducted in the meeting room while the Board is in session.

3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

E. The presiding officer may:

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

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

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

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

3. stop, interrupt, or warn an individual when a statement is not related to a proposition before the Board;

4. stop, interrupt, or warn an individual when the individual shouts, uses profanity, causes a disruption to the Board's ability to maintain orderly conduct and proper decorum, or engages in conduct that constitutes a violation of F.S. 877.13;

5. request any individual to stop speaking and/or leave the meeting when that person fails to adhere to the Board's rules of decorum and conduct; and

6. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

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

Effective 11/1/23
Revised 6/24/25
Revised 6/23/26

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Adopted: October 17, 2023
Last Revised: June 23, 2026

Legal References:

- F.S. 120.525(1)(2)
- F.S. 286.0105
- F.S. 286.011
- F.S. 286.0114
- F.S. 1001.64
- F.S. 1001.65

AGENDA ITEM NO. 6

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
PRESIDENT'S REPORT

TOPIC: President's Report

SUMMARY:

Monthly President's Report:

a. President's Update
b. Calendar of Events for October 2026
   - **October 14th** – Board of Trustees & Foundation Board of Directors Joint Retreat, Massey Campus, Executive Conference Room A214, 9 AM – 2 PM
   - **October 27th** – Board Meeting, Williamson Conference Center Auditorium, C112, 1 PM
   - **October 28th** – 2026 College Service Awards Ceremony, Eastman Advanced Workforce Training Complex, 4:00 – 5:30 PM

SUBMITTED BY:	Dr. Tim Moore	DATE:	9/22/26
BOARD ACTION:	None required	DATE:	9/22/26

Board of Trustees
Calendar of Events
October 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14 Board of Trustees/ Foundation Board Joint Retreat, Massey Campus, Exec. Conf. Room, A214, 9 AM–2 PM	15	16	17
18	19	20	21	22	23	24
25	26	27 Board Meeting, Williamson Conf. Center, C112, Okeechobee 1 PM	28 2026 College Service Awards Ceremony, Eastman Advanced Workforce Training Complex, 4-5:30 PM	29	30	31

AGENDA ITEM NO. 7

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION & ACTION

TOPIC: Strategic Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Strategic Initiatives:

a. Strategic Initiatives update *(information only) – Dr. Michael Hageloh*
b. Brand Experience Updates *(information only) – Lindsay Skully*

Indian River State College Real Estate, Inc. - *Dr. Michael Hageloh & Attorney, Megan Schroder*

a. Request approval of the Indian River State College Real Estate Inc. selection of a developer for the New Student Housing Development at the Massey and Pruitt Health Science Campus
b. Request approval of the Resolution for the Disposition of Certain Real Property Owned by Indian River State College
c. Request approval of the Resolution Authorizing the Marketing and Solicitation of Offers for the potential Disposition of Certain Real Non-Contiguous Miscellaneous Properties owned by Indian River State College

ALTERNATIVE(S): Not approve the Resolutions

FOR CONTRACTS: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval of Real Estate Inc. Items a, b & c.

SUBMITTED BY: Dr. Michael Hageloh DATE: 9/3/26

BOARD ACTION: DATE: 9/22/26

Indian River State College

Brand Experience

Updates

Indian River State College

Brand Experience

Formerly known as *Marketing, Media & Brand*

We shape how audiences **see, engage with, and experience** Indian River State College.

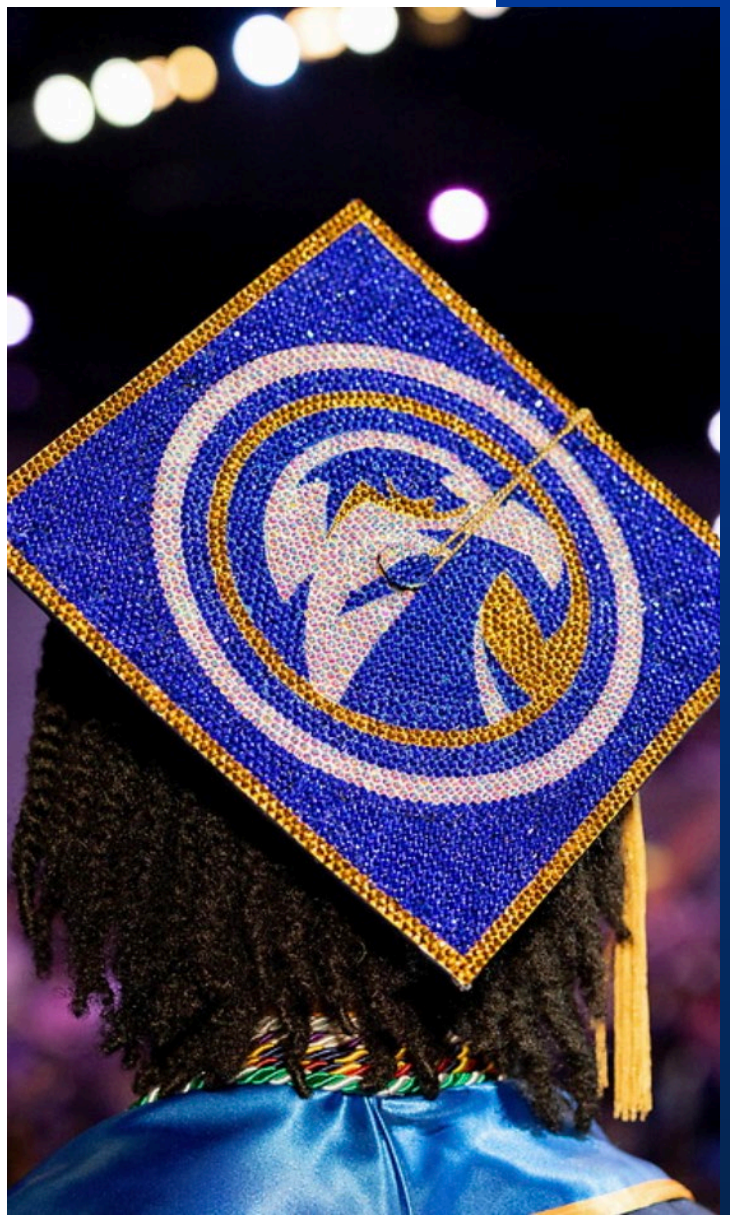
More than just marketing…

One Team, 3 Pods

- Events (John Crowe)
- Creative (James Crocco)
- Marketing Communications (Hudson Lana)

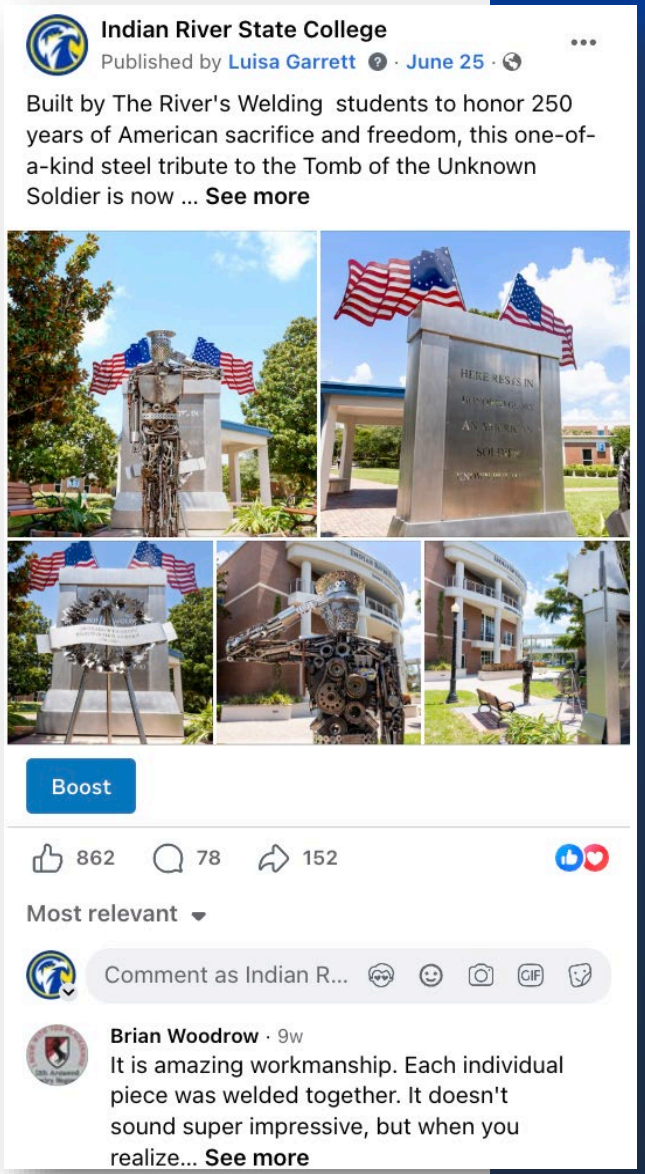
2025 - 2026

- **Events**
  - Supported **262 Events**
  - Over **1,708 Room uses** for community partners
  - **Graduation:** 8,430 attendees (Spring ‘26)
- **Creative**
  - **Video**:
    - Delivered 35 minutes of fully edited video for graduation programming
    - Produced 10 Graduate Spotlights for Spring ’26
  - **Photo:** 30k+ photos downloaded last year
  - **Signage:** 150+ Logo Replacements & New Installations



2025 - 2026

- **Owned Media**
  - **Website Growth:** 5.4M Views
    - +21% Active Users
    - +24% New Users
    - +7% Avg. Session Duration
  - **Brand Strength:** +37% Direct Traffic
    - 1.1M Branded Searches on Google
    - 127K+ visits driven by paid media
  - **Social Media:** Surpassed 10k followers on Instagram
    - 3.2M Impressions across platforms
    - +37% Engagement Rate
    - +72% Shares



2025 - 2026

- **Paid Media –** Digital Ads (Google, Meta, Display)
  - **11.5M Impressions (Views)**
  - **241.3K Clicks**
  - **$58 Cost per Lead** – 70% under goal ($200)
  - **Enrollment:** 6.4K leads, 652 applications
  - ***Auxiliary Services***
    - **Salon:** 954 calls & appointments at $1.41 per conversion
    - **McAlpin Theater:** 221 ticket sales, 2.7% CTR
    - **Planetarium:** 395 ticket sales
    - **Athletics:** 1.3M impressions, 22.6K clicks

2026 - 2027

Focus

- Transformational storytelling
- Strengthening brand identity
- Improve enrollment efficiency

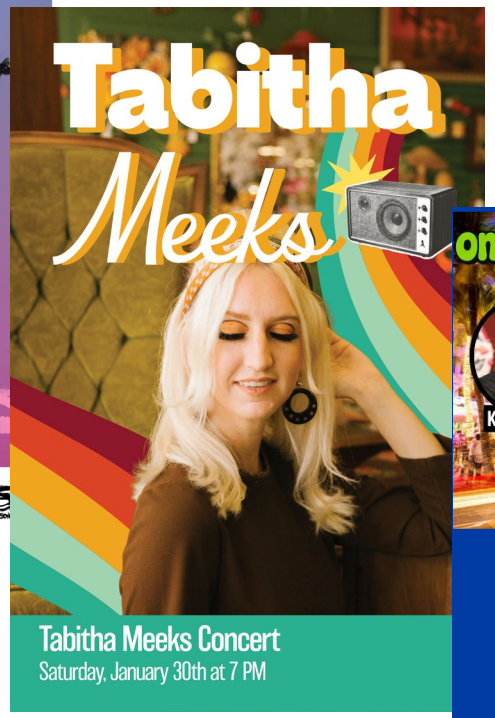
McAlpin Theater

at Indian River State College

2026 – 2027 8 Shows and Growing!

SONS OF MYSTRO CONCERT – Saturday, February 27 at 7 PM

Afternoon workshop for High School students included



OMGITSWICKS & FRIENDS
SATURDAY
MARCH 6 AT 8 PM

YOU DON'T LIVE IN FLORIDA
YOU SURVIVE FLORIDA

Thank You

Resolution Authorizing the Marketing and Solicitation of Offers for the Potential Disposition of Certain Real Property Owned by Indian River State College

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

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

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

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

WHEREAS, the College owns certain non-contiguous excess real property that is not included in the College's current or any previous educational plant survey, consisting of the parcels identified by parcel identification number on Exhibit A attached hereto and incorporated herein (collectively, the "Property"), and the Board is considering the potential disposition of the Property; and

WHEREAS, the Board desires to authorize the DSO to undertake certain preliminary activities, including marketing the Property and soliciting, receiving, and evaluating offers or proposals from prospective purchasers for the potential sale of the Property; and

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

NOW, THEREFORE, BE IT:

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

FURTHER RESOLVED, that the Board hereby authorizes and directs the DSO to market the Property and to solicit, receive, and preliminarily evaluate offers, proposals, or expressions of interest from third parties concerning the potential purchase or other disposition of the Property; and

FURTHER RESOLVED, that the DSO is authorized to market the Property as a complete portfolio for a single sales price, as individual properties, or in any combination thereof, as the DSO determines may best serve the interests of the College; and

FURTHER RESOLVED, that any solicitation conducted pursuant to this Resolution shall be structured to solicit and identify competitive offers for the Property upon the following terms and conditions: (i) a purchase price of not less than the appraised value of the applicable Property or portfolio; (ii) on an "as-is, where-is" basis, without representation or warranty by the College or the DSO; (iii) all cash at closing; and (iv) closing costs subject to negotiation; and

FURTHER RESOLVED, that this Resolution authorizes public marketing and solicitation only and does not constitute authorization to sell, convey, or otherwise dispose of the Property; any proposed sale of the Property shall be presented to the Board for separate consideration and approval at a future Board meeting; and

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

IN WITNESS WHEREOF, the undersigned have executed this Resolution on behalf of the Board of Trustees of Indian River State College, effective as of the 22nd day of September, 2026.

By: _____

Chair of the Board

Milo Thornton

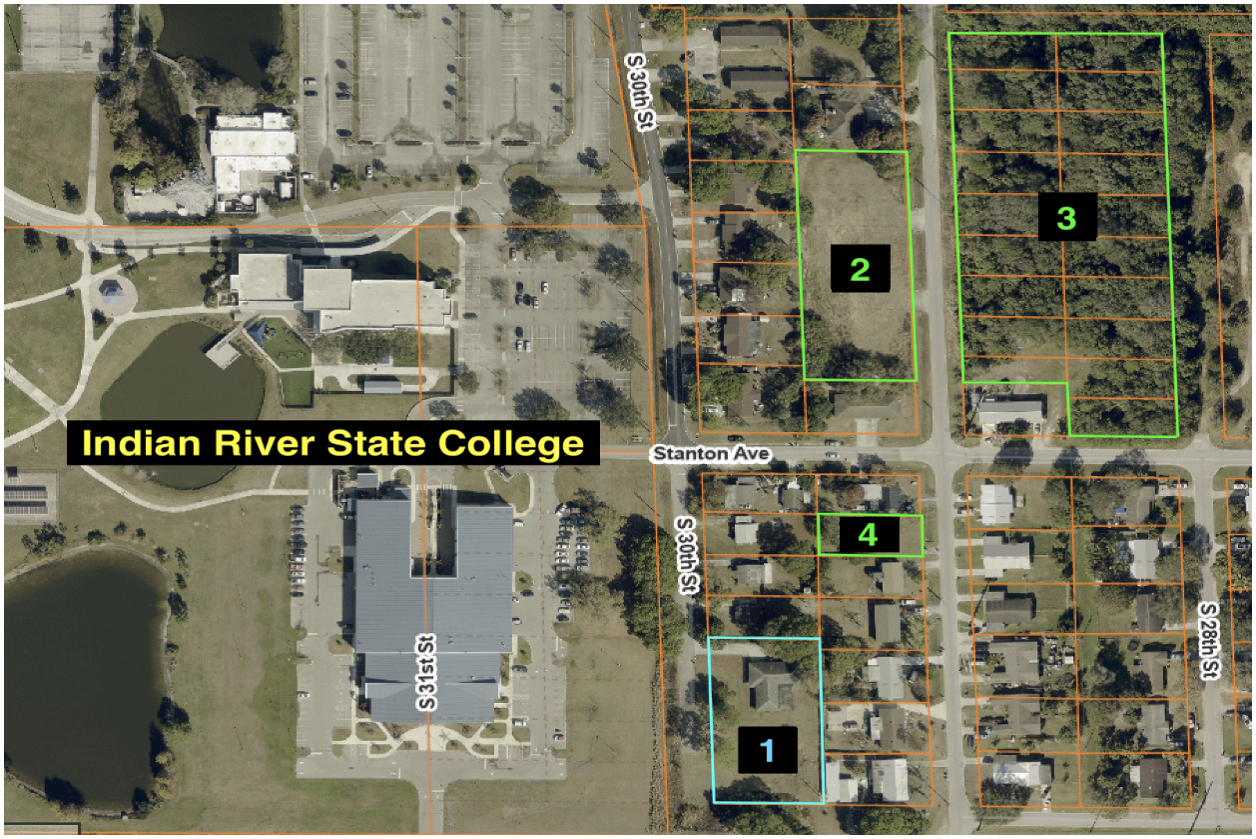
Attest: _____

Secretary of the Board

Timothy E. Moore, Ph.D.

Exhibit A

Parcel	Parcel Tax ID
1	2420-502-0028-000-9
2	2420-502-0004-000-5
3	2420-504-0004-000-1
4	2420-502-0022-000-7



AGENDA ITEM NO. 8

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Public Safety Updates & Initiatives

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

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

ALTERNATIVE(S): N/A

FOR CONTRACTS: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Donald Bergmann	DATE: 9/1/26
BOARD ACTION: None required	DATE: 9/22/26

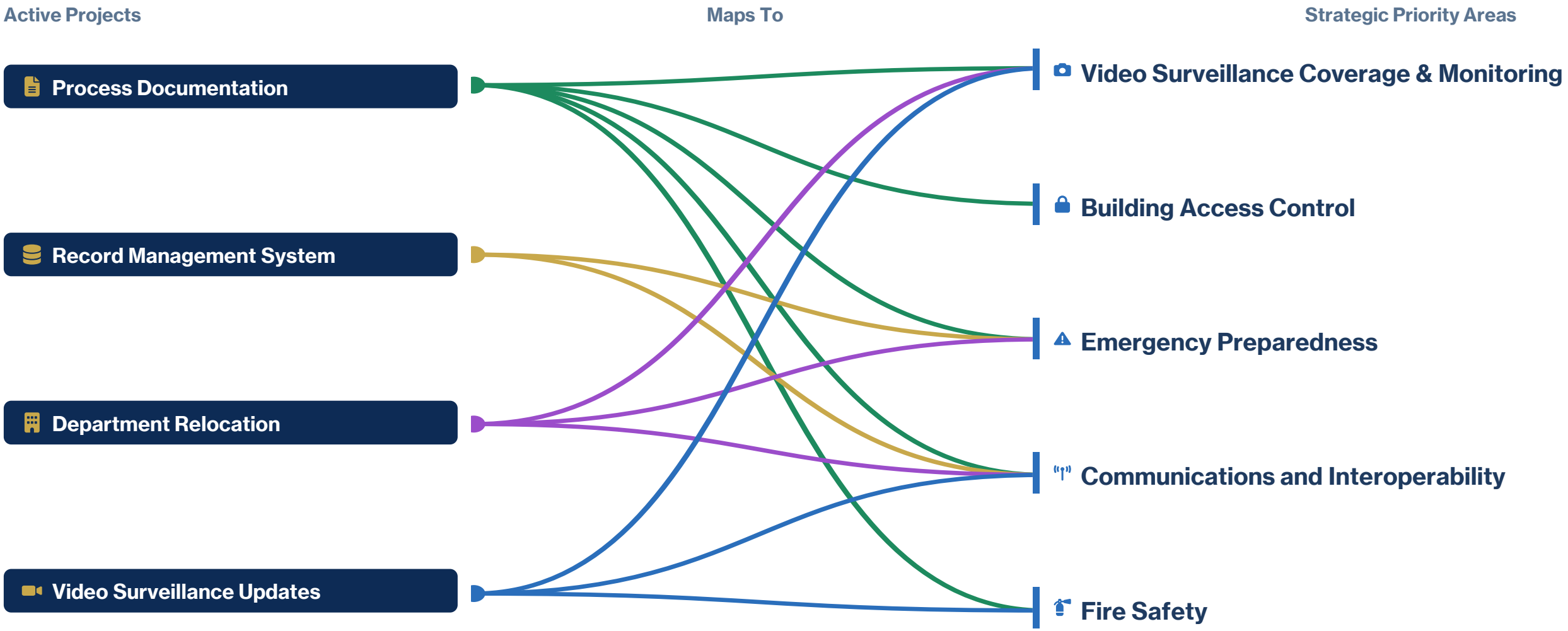
Indian River State College

PUBLIC SAFETY UPDATES & INITIATIVES

PRESENTED BY CHIEF DONALD BERGMANN

Project-to-Priority Alignment

Each active project maps directly to one or more strategic priority areas, ensuring no critical gap goes unaddressed.



Indian River State College

QUESTIONS & COMMENTS

PRESENTED BY CHIEF DONALD BERGMANN

AGENDA ITEM NO. 9

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Finance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Melissa Kindell	DATE: 9/22/26
BOARD ACTION:	DATE: 9/22/26

AGENDA ITEM NO. 10

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Academic Affairs & Charter Schools Governance Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Jose Conrado DATE: 9/22/26

BOARD ACTION: DATE: 9/22/26

AGENDA ITEM NO. 11

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Facilities Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:

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

COMMITTEE RECOMMENDATION: Trustee Susan Caron DATE: 9/22/26

BOARD ACTION: DATE: 9/22/26

AGENDA ITEM NO. 12

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Governance & Legislative Affairs Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

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

COMMITTEE RECOMMENDATION: Trustee Tony George DATE: 9/22/26

BOARD ACTION: DATE: 9/22/26

AGENDA ITEM NO. 13a-13m

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Consent Items

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUBMITTED BY: Dr. Tim Moore DATE: 9/22/26

BOARD ACTION: DATE: 9/22/26

AGENDA ITEM NO. 13a-1

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Affiliation Agreement between Central Florida Treatment Center and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY: The attached affiliation agreement provides students in the Bachelor of Science Human Services programs at IRSC their field, practicum and student work experience with a treatment center facility supervisor.

ALTERNATIVE(S): N/A

FISCAL IMPACT:

1. **TERM:** 3 years - June 29, 2026 – June 29, 2029
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** 60 days, with written notice from either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Kris Demarais DATE: 9/2/26

BOARD ACTION: DATE: 9/22/26

AFFILIATION AGREEMENT

BETWEEN CENTRAL FLORIDA TREATMENT CENTER

AND INDIAN RIVER STATE COLLEGE

This AGREEMENT is made this 29 day of June, 2026, by and between Central Florida Treatment Center 2198 Harris Avenue NE, Palm Bay, Florida 32905, and Indian River State College, hereinafter called the "COLLEGE," whose address is 3209 Virginia Ave., Fort Pierce, FL 34981.

RECITALS

WHEREAS, the COLLEGE has a curriculum in Human Services; and

WHEREAS, fieldwork experience is a required integral component of the Human Services curriculum; and

WHEREAS, the COLLEGE desires the cooperation of the FACILITY in the development and implementation of the fieldwork experience phase of its Human Services curriculum; and

WHEREAS, the FACILITY recognizes its professional responsibility to participate in the education of Human Services students; and

WHEREAS, the FACILITY wishes to join the COLLEGE in the development and implementation of fieldwork experiences for Human Services students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the COLLEGE and the FACILITY agree as follows:

1. TERM/TERMINATION

The term of this Agreement shall be for three (3) years, commencing June 29th, 2026 and expiring June 29th, 2029, and thereafter shall renew for one (1) year terms unless terminated as provided herein. Either party may terminate this Agreement at any time by giving the other party at least sixty (60) days prior written notice in advance of the termination date. Such termination shall not prevent those students already participating in fieldwork experiences under the terms and conditions of this Agreement.

2. COOPERATION

The COLLEGE and the FACILITY shall collaborate to establish the educational objectives of the fieldwork experience at the FACILITY, devise methods for their implementation, and continually evaluate the effectiveness of the fieldwork experience.

3. THE COLLEGE AGREES

A. To assume responsibility for assuring continuing compliance with the educational standards established by the Southern Association of Colleges and Schools.

B. To establish and maintain ongoing communication with the fieldwork educators and Facility Supervisor (defined below) of the FACILITY on items pertinent to Human Services education. Such communication may include a description of the curriculum, relevant course outlines, policies, objectives for fieldwork experiences, grading, and a listing of faculty.

C. To notify the FACILITY, at a time mutually agreed upon, of its planned schedule of student assignments, including the name of the student, level of academic preparation, and length and dates for the fieldwork experience.

D. To refer to the FACILITY only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum required for the fieldwork experience.

E. To inform the student of the FACILITY's requirements for acceptance that have been communicated to the COLLEGE, including citizenship, background checks, drug screening, health requirements, or other applicable requirements.

F. To advise assigned students of their responsibility to comply with the rules, regulations, and policies of the FACILITY.

G. To maintain professional liability insurance for itself and its students with limits of not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) aggregate. Such coverage may be afforded via commercial insurance, self-insurance, a captive, or combination thereof. A certificate of insurance evidencing said coverage shall be furnished to the FACILITY prior to the arrival of the first student at the FACILITY.

4. THE FACILITY AGREES

A. To designate a "Facility Supervisor" who will be responsible for the planning and implementation of the fieldwork experience and supervision of students.

B. To provide the Facility Supervisor with time to plan and implement the fieldwork experience, including, when feasible, time to attend relevant meetings and conferences.

C. To provide the physical facilities and equipment necessary to conduct the fieldwork experience.

D. To have available a written description of the fieldwork experience being offered.

E. To advise the COLLEGE of any changes in personnel, operation, or policies that may affect the fieldwork experience.

F. To determine the number of students that it can accommodate during a given period of time.

G. To provide assigned students with the use of appropriate workspace and confidential storage space as applicable.

H. To orient assigned students to the FACILITY's pertinent rules, regulations, and policies with which the student is expected to comply.

I. To evaluate the performance of assigned students on a regular basis using evaluation materials supplied by the COLLEGE and to provide completed evaluations to the COLLEGE within one (1) week following the conclusion of the fieldwork experience.

J. To advise the COLLEGE in a timely manner of any serious concerns regarding a student's performance or ability to achieve the objectives of the fieldwork experience.

K. After notifying the COLLEGE in writing, to have the right to remove or terminate any student whose health, conduct, or performance is detrimental to the FACILITY, its clients, staff, or the achievement of the stated objectives of the fieldwork experience.

L. To support continuing education and professional growth of staff responsible for student supervision.

M. To maintain commercial general liability insurance and professional liability insurance for itself and its employees in amounts no less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. A certificate of insurance evidencing said coverage shall be furnished to the COLLEGE.

N. To provide emergency medical care, as available, to students who are injured or become ill on FACILITY premises while participating in fieldwork experiences, at the student's expense.

O. To permit, upon reasonable request and subject to legal restrictions regarding confidential information, representatives of the COLLEGE and accrediting agencies to review facilities and services relevant to the fieldwork learning experience.

P. To treat students participating in fieldwork experiences pursuant to this Agreement as members of the FACILITY workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA), solely as necessary for educational experiences and healthcare operations. This provision does not establish an employment relationship between the student and the FACILITY.

5. RELATIONSHIP OF THE PARTIES

The COLLEGE and the FACILITY are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The COLLEGE, its agents, employees, faculty, and students participating in this program shall not be considered agents or

employees of the FACILITY for any purpose. Likewise, the FACILITY, its agents, employees, and staff shall not be considered agents or employees of the COLLEGE for any purpose.

6. NON-DISCRIMINATION

The COLLEGE and the FACILITY shall comply with all applicable federal, state, and local anti-discrimination laws and regulations.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein. All prior discussions, agreements, and understandings, whether verbal or written, are merged into this Agreement.

8. MODIFICATION

This Agreement may be amended, altered, or modified only by a written document signed by both parties.

9. NOTICE

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified mail, sent by nationally recognized overnight delivery service, or sent by email with confirmation of receipt.

As to COLLEGE:

Indian River State College
3209 Virginia Ave.
Fort Pierce, FL 34981
Attn:
Email:

As to FACILITY:

Central Florida Treatment Center
2198 Harris Avenue NE
Palm Bay, FL. 34905
Attn: Tiffany Olivarez, Program Director
Email: tolivarez@cftreatmentcenters.org

10. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures and electronic transmission of signed counterparts shall be deemed original signatures.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

INDIAN RIVER STATE COLLEGE

By: _____
Printed Name: Timothy E. Moore, Ph.D.
Title: President
Date: 8/20/26

CENTRAL FLORIDA TREATMENT CENTER

By: _____
Printed Name: Tiffany Olivarez
Title: Program Director
Date: 8/17/26

AGENDA ITEM NO. 13a-2

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Affiliation Agreement between The School Board of Duval County, Florida and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
The attached affiliation agreement provides students in the Bachelor of Science Education programs at IRSC their field, practicum and student teaching experiences with school faculty.

ALTERNATIVE(S): N/A

FISCAL IMPACT:
1. **TERM:** 5 years
2. **FISCAL IMPACT:** None
3. **TERMINATION TERMS:** 30 days, with written notice from either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Kris Demarais DATE: 9/2/26

BOARD ACTION: DATE: 9/22/26

AFFILIATION AGREEMENT BETWEEN
THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA
AND
INDIAN RIVER STATE COLLEGE

This Affiliation Agreement ("Agreement") is between The School Board of Duval County, Florida ("District") and **Indian River State College** ("College") located at 3209 Virginia Ave. Ft. Pierce, FL. 34981. It is effective when signed by both parties and it applies to the following programs:

School of Teacher Education
School of Social and Human Services

WHEREAS District is the local education agency that provides public education services to compulsory aged students in Duval County, Florida; and

WHEREAS College has teacher preparation and other educator development programs ("Programs") that require a combination of coursework and field/clinical experiences; and

WHEREAS District and College want to collaborate about the placement of College students enrolled in Programs completing their field/clinical experiences in schools governed by District.

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

1. **INCORPORATION.** The above recitals are true and are incorporated herein by this reference.

2. **INTERN DEFINITION.** Under Agreement, "Intern" means a student who is (1) enrolled in College's teacher preparation or other educational development program which complies with the rules of the State Board of Education and (2) with District's consent, assigned by College to a District school to complete a clinical field experience under the direction of a certified educator at the school.

3. **COLLEGE OBLIGATIONS.** College must:

   a. Organize, administer, staff, operate, finance, and maintain its Programs.

   b. Maintain all records and reports on Intern experiences in accordance with College's policies and regulatory requirements.

   c. Designate a faculty member to serve as a liaison to District. The liaison will coordinate with District regarding Intern placements. District and College will use a placement procedure that is acceptable to District's Superintendent or his/her designee. No Intern will be placed in a District

school without District's written consent. Such consent will be on forms approved by District and College.

d. Ensure that students selected as Interns have completed all required academic prerequisites before recommending them for placement with District.

e. Assume responsibility for the overall educational experience and grades of its Interns (with consideration given to the assessment and evaluation provided by the directing teacher).

f. Ensure that all prospective Interns obtain a Level 2 background screening at no expense to District. The Level 2 background screening is a condition precedent to an Intern's placement. Interns with disqualifying offenses will not be placed with District.

g. Inform Interns that they must:

- Comply with District's policies and procedures.
- Comply with state and federal laws and regulations, including the Family Educational Rights and Privacy Act ("FERPA").
- Provide and wear appropriate professional attire while performing or receiving services under Agreement.
- Obtain written approval from District and College before publishing material related to the learning experience provided under Agreement.
- Understand that College and District do not guarantee to place or maintain the placement of any Intern.

4. **DISTRICT OBLIGATIONS.** District must:

a. Provide the facilities, personnel, services, and other items needed for the educational clinical experience as specified herein.

b. Collaborate with College to determine the work location and assignment of Interns. District will only accept the number of Interns that staff, time, and space allow as decided solely by District.

c. Encourage an atmosphere conducive to learning.

d. Place Interns with certified teachers who have completed Clinical Educator Training (CET), have at least three years of successful classroom teaching experience, and demonstrate effective classroom management.

e. Place school psychology Interns with certified school psychologists who have completed Clinical Educator Training (CET) and have at least three years of successful experience as a school psychologist.

f. Cooperate with College in enforcing College policies and procedures related to Interns' performance and conduct.

g. On reasonable notice, allow College's accrediting authority to inspect the facilities, services, and other items provided by District for Interns' use.

h. Notify College in writing of any Intern whose work or conduct with District students, parents, or personnel does not (in District's opinion) follow acceptable procedures or standards of performance or otherwise could disrupt District's operation. District may immediately remove from District property any Intern who poses a threat to students/personnel, the quality of District's educational services, or District's professional environment. In such event, said Intern's participation with District will immediately end and may only resume with District and College's written agreement.

5. **PROGRAM COORDINATION.**

a. College and District will work together to establish and maintain a quality program. District will take an active role in suggesting education policy, curriculum, and course content.

b. College and District acknowledge that many student educational records are protected by FERPA, and that student permission must be obtained before releasing specific student data to anyone other than College. College will provide guidance to District as needed concerning FERPA compliance.

c. College and District will follow all applicable federal, state, and local laws and regulations, as well as their own institutional policies and regulations. As political subdivisions of the State of Florida, College and District's performance under Agreement is subject to Florida laws and regulations, including Florida's public records laws.

d. College and District will keep a written record of the schools where Interns are placed.

6. **INSURANCE.**

a. College and District certify that they are each self-insured government entities under Florida law. Each will maintain its self-insurance fund during Agreement.

b. Nothing in Agreement should be construed or interpreted as either party: (i) waiving any remedy or defense available under applicable law; (ii) consenting to be sued; or (iii) waiving its sovereign immunity under Florida law.

7. **INDEMNIFICATION.** Subject to their sovereign immunity under Florida law, District and College agree to be fully responsible for their own negligent acts or omissions (including their respective agents' negligent acts or omissions whey they occur within the scope of an agent's employment) related to Agreement, and to be liable for any damages resulting from said negligence, subject to all limitations and defenses provided by applicable law. This provision will survive Agreement's expiration or termination.

8. **INDEPENDENT CONTRACTOR.** College and District have an independent contractor relationship—not one of employment, joint venture, or partnership. Neither party may bind the other or contract in the other's name. All persons employed by one of the parties in connection with Agreement are considered employees of that party—not employees or agents of the other party. Interns participate in Programs for the sole consideration of obtaining educational experience. Agreement does not make Interns employees or volunteers of District or College.

9. **MISCELLANEOUS.**

a. **NON-ASSIGNMENT**. Agreement may not be assigned to a third-party without District and College's mutual written consent.

b. **NO THIRD-PARTY BENEFICIARIES**. Agreement is solely for the benefit of District and College. It is not intended to create rights or causes of action for third parties.

c. **FORCE MAJEURE**. Delays or failures of performance caused by occurrences beyond District or College's reasonable control do not qualify as a breach of Agreement.

d. **TERM AND TERMINATION**. Agreement is for a five-year term and may be renewed for successive terms if College and District agree in writing. Either party may terminate Agreement by giving at least ninety days' written notice to the other party. If such notice occurs, Interns who are currently completing placements at a District school will be allowed to finish those placements.

e. **APPLICABLE LAW**. Florida law governs Agreement. Any dispute about Agreement is subject to the laws of the State of Florida, venue exclusively in Duval County.

f. **ENTIRE AGREEMENT**. Agreement is the entire agreement between College and District and supersedes all prior agreements and understandings (oral or written) with respect to the matters herein. Except as may otherwise be set forth in Agreement, College and District do not make any representations, warranties, covenants, or undertakings of any kind.

g. **AMENDMENTS AND MODIFICATIONS**. Amendments to Agreement can only occur through College and District's written mutual consent.

h. **COPIES OF AGREEMENT**. Copies of Agreement will be on file and available at College and District.

i. **NOTICES**. All notices under Agreement must be in writing and sent by personal delivery or U.S. certified (return receipt requested) mail. Such notices shall be delivered to the following:

If to College:	If to District:
Indian River State College	The School Board of Duval County, Florida
3209 Virginia Ave	1701 Prudential Drive
Fort Pierce, FL 34981	Jacksonville, FL 32207
Attn: Dr. Tim Moore	Attn: Dr. Christopher Bernier, Superintendent

Notwithstanding the above, the parties will designate representatives to communicate about day-to-day matters that are related to Agreement.

[***Remainder of the Page Intentionally Left Blank; Signature Page Follows Immediately***]

IN WITNESS WHEREOF, District and College have executed this Agreement by their duly authorized representatives as of the dates written below.

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Dr. Christopher S. Bernier
Superintendent of Schools and
Ex-Officio Secretary to the Board

By: *Signature not required per Policy 7.41*
Charlotte D. Joyce, Board Chair

Date: _____

Form Approved:

By: _____

INDIAN RIVER STATE COLLEGE

By: _____
Timothy E. Moore, Ph.D.

Title: President

Date: September 22, 2026

AGENDA ITEM NO. 13b

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Amendment to Memorandum of Agreement between Indian River State College, School of Education and South Florida Technical Rescue Training, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

SUBMITTED FOR: __X__ **ACTION/VOTE**
_____ **INFORMATION**
____ **DISCUSSION**

SUMMARY:
The purpose of this amendment is to waive the minimum registered student requirement for the Fall 2026 term. This will allow these much needed classes to run regardless of enrollment numbers.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** 7/9/26 - 6/30/27
2. **FISCAL IMPACT:** Potential Revenue $10,000
3. **TERMINATION TERMS:** Upon 14 days prior written notice by either party

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 8/31/26

BOARD ACTION: DATE: 9/22/26

AMENDMENT TO
MEMORANDUM OF AGREEMENT (MOA)
between
Indian River State College, School of Education (IRSC)
And
South Florida Technical Rescue Training, LLC (SFTRT)

I. PARTIES

This Amendment to the Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the District Board of Trustees, Indian River State College, whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the South Florida Technical Rescue Training, LLC, whose address is 1341 Raintree Lane Wellington, FL 33414, collectively referred to as the "Signatory Parties".

II. RECITALS

WHEREAS, the Parties previously entered into a formal agreement dated **July 9, 2026** (the **"Agreement"**) governing the delivery of specialized training courses; and

WHEREAS, the Agreement specifies a minimum student enrollment threshold required to conduct scheduled classes; and

WHEREAS, the Parties mutually agree to waive and adjust the minimum student enrollment requirement for the upcoming Fall 2026 academic term to ensure course delivery.

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

1. **Waiver of Minimum Enrollment for Fall 2026:**

   The Provider hereby waives the minimum enrollment requirement set forth in the Agreement for the introductory training sessions scheduled during the **Fall 2026 term**. The Provider agrees to conduct and deliver the scheduled courses as planned, regardless of whether enrollment meets or exceeds the previously agreed-upon minimum student count.

2. **Compensation & Pricing:**

   Except as explicitly modified herein, all agreed-upon rates, billing terms, and obligations set forth in the Agreement shall remain in full force and effect without additional penalty, surcharge, or fee adjustments arising from the reduced enrollment.

3. **Full Force and Effect:**

All other terms, conditions, and provisions of the original Agreement shall remain unchanged and continue in full force and effect. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern for the Fall 2026 term.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

XIV. Signatures:

Indian River State College

_____
Dr. Timothy Moore, President

Date: 9/22/26

_____
Milo Thornton, Chair,
District Board of Trustees

Date: 9/22/26

South Florida Technical Rescue Training, LLC

_____
(Name, Title)

_____
Signature

Date: _____

MEMORANDUM OF AGREEMENT (MOA)

between

Indian River State College, School of Education (IRSC)

And

South Florida Technical Rescue Training, LLC (SFTRT)

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the District Board of Trustees, Indian River State College, whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and the South Florida Technical Rescue Training, LLC, whose address is 1341 Raintree Lane Wellington, FL 33414, collectively referred to as the "Signatory Parties".

II. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC School of Adult & Continuing Education and SFTRT. The Scope of this agreement includes training in Advanced Rescue and FLUSAR related procedures.

III. IRSC-SE'S RESPONSIBILITIES UNDER THIS MOA

a) Provide use of the Treasure Coast Public Safety Training Complex Facilities for scheduled Rescue and FLUSAR training activities. Provide access to complex in the weeks ahead of scheduled training for consumables and equipment set up.
b) For VMR courses, provide access to appropriate cars and trucks for training purposes as needed.
c) Schedule and post courses, register students and collect registration fees.
d) Provide access to a project coordinator to work with SFTRT to:
    i. Identify classrooms and outdoor training facilities to be used
    ii. Identify lodging for out of area participants.
    iii. Provide a Safety Officer as needed;
    iv. Provide IRSC Policy & Procedures as requested to attendees.
    v. Other logistics or equipment as needed.
e) Provide certificates of completion for course completers.
f) Provide payment to SFTRT prior to start of training.

IV. SOUTH FLORIDA TECHNICAL RESCUE TRAINING, LLC's RESPONSIBILITIES UNDER THIS MOA

a) Provide certificate of liability and workers compensation.
b) Assist in the recruitment of attendees for training.
c) Submit request to the Florida Bureau of Fire Standards and Training (FIRE TRAQ) per class offering to achieve a course approval ID.

d) Submit student grades or completion information to the Florida Bureau of Fire Standards and Training (FIRE TRAQ) system for post course completion.
e) Provide all equipment, consumables, course materials and specialized instructional staff for each course offered. Conduct all instruction. In the case of VMR courses, collaborate with IRSC project coordinator one month prior to ensure appropriate vehicles are available at the instruction site.
f) Qualified IRSC instructional staff will be permitted to deliver course materials once they have completed their required shadowing sessions. A teach back process will be conducted in order to be signed off as leads for the desired course(s). SFTRT has the final approval of adjuncts permitted to co-teach.

V. Fees/Payments

IRSC-SE will pay SFTRT prior to the start date of the course for the amount outlined below per paid individual course completer:

Course	# of Hours	Payment to SFTRT	Minimum/Maximum # of Students
FLUSAR STRUCTURAL COLLAPSE TECHNICIAN	80 Hours	$1800 per student	Minimum 10 Maximum 21
FLUSAR VMR OPERATIONS	40 Hours	$650 per student	Minimum 9 Maximum 21
FLUSAR VMR TECHNICIAN	40 Hours	$650 per student	Minimum 10 Maximum 21
FLUSAR STRUCTURAL COLLAPSE OPERATIONS	40 Hours	$750 per student	Minimum 9 Maximum 21
FLUSAR ROPE TECHNICIAN	40 Hours	$700 per student	Minimum 9 Maximum 21
FLUSAR CON-SPACE OPS AND TECH	40 Hours	$650 per student	Minimum 9 Maximum 21
FLUSAR TRENCH OPS AND TECH	40 Hours	$650 per student	Minimum 9 Maximum 21

VI. ACCEPTANCE OF AGREEMENT

Signature of this agreement represents all parties unqualified acceptance of all terms and conditions. Any alterations made to the documents compromising the Agreement or any conditions

imposed by the contractor upon the written acceptance of this agreement are not acceptable. All and any amendments must be authorized by both parties in writing.

VII. WARRANTY/HOLD HARMLESS/INDEMNIFICATION:

South Florida Technical Rescue Training, LLC hereby agrees that it shall be solely responsible for all costs and the supervision of South Florida Technical Rescue Training, LLC personnel and equipment used during the training contemplated hereunder. To the extent permitted by law, South Florida Technical Rescue Training, LLC agrees to indemnify, defend or hold harmless Indian River State College District Board of Trustees, its respective agents, officers, and employees from any and all liabilities, damages, penalties, judgments, claims, demands, or expenses, to the extent not covered and paid by insurance for personal injury, bodily injury, death or property damage resulting from any and all negligence or intentional acts of South Florida Technical Rescue Training, LLC, or its respective agents, officers or employees in connection with the actions described herein. Indian River State College "Owner" will not include South Florida Technical Rescue Training, LLC as an insured under any policy has for including, without limitation, any liability, life, collision, comprehensive, health, medical, workers 'compensation or unemployment compensation insurance policy. South Florida Technical Rescue Training, LLC shall provide the insurance as the service requires and no later than seven (7) days after execution of this Agreement, South Florida Technical Rescue Training, LLC shall provide the College with certificates of insurance (COI) evidencing each of the types and amounts specified below, listing the District Board of Trustees, Indian River State College 3209 Virginia Ave, Fort Pierce, FL 34981, as the additional insured:

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

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

South Florida Technical Rescue Training, LLC warrants that the provided materials, equipment and work are merchantable and fit for use for the particular purpose described in the Agreement. As an independent contractor, South Florida Technical Rescue Training, LLC shall respond for its own operations and assumes all liability for its acts including negligent or willful misconduct in the course of work to be performed and for breach of any of the terms of this Agreement.

VIII. LAWS AND REGULATIONS

South Florida Technical Rescue Training, LLC and its employee and sub-vendors shall at all times comply with all applicable College policies, state and federal laws, ordinances, statutes, codes, rules and regulations, including, but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety (including OSHA) applicable to the state of Florida.

IX. AMENDMENTS

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

X. GOVERNING LAW AND VENUE: The Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Florida. Any action at law or judicial proceeding instituted by either party pertaining to the agreement shall be instituted in the State of Florida.

XI. Effective Date

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

XII. TERMINATION OF AGREEMENT

This MOA shall terminate on June 30, 2027, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date. this MOA may be terminated by either Signatory Party upon 14-days prior written notice to the other Signatory Party.

XIII. NOTICES

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

Dr. Stephanie Etter
Executive Dean, Continuing Education
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981
772-336-6258
setter@irsc.edu

Mr. James (Jim) Dobson
Owner, South Florida Technical Rescue Training LLC
1341 Raintree Lane
Wellington, FL 33414
soflotrt@gmail.com

XIV. Signatures:

Indian River State College

Dr. Timothy Moore, President

Date: 6/23/26

Milo Thornton, Vice Chair
District Board of Trustees

Date: 6/23/26

South Florida Technical Rescue Training, LLC

Jim Dobson
(Name, Title)

Signature

Date: July 9th 2026

AGENDA ITEM NO. 13c1-13c5

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Clinical Affiliation Agreements:

- C.F. Physical Therapy, Inc. dba Physical Therapy of Okeechobee
- Coral Shores Behavioral Health
- Port St. Lucie Rehabilitation and Healthcare
- Treasure Coast Community Health, Inc.
- Treasure Coast Urgent Care

REGULAR AGENDA OR COMMITTEE: Regular Agenda – ConsentAgr

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

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

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

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

FISCAL IMPACT: None

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

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Patricia Gagliano DATE: 9/3/26

BOARD ACTION: DATE: 9/22/26

Indian River State College

No. 133C

CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the **COLLEGE**, and **C.F. PHYSICAL THERAPY, INC. DBA PHYSICAL THERAPY OF OKEECHOBEE**, 3592 U.S. Highway 441 S, Suite B, Okeechobee, FL 34974, hereinafter referred to as the **HEALTH CARE FACILITY.**

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

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

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

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

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

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

The **COLLEGE** and the **HEALTH CARE FACILITY** mutually agree to:

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

The **COLLEGE** agrees:

1. to assume responsibility for assuring continuing compliance with the educational standards established by the Commission on Accreditation in Physical Therapy Education

2. to establish and maintain ongoing communication with the Clinical Instructor of the **HEALTH CARE FACILITY** on items pertinent to physical therapist assistant education;

3. when possible, that the academic setting confers faculty appointment to the Clinical Instructor who is responsible for planning and implementation of the physical therapist assistant clinical experience at the **HEALTH CARE FACILITY;**

4. to notify the Clinical Instructor and the **HEALTH CARE FACILITY** at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;

5. to refer to the **HEALTH CARE FACILITY** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to the **HEALTH CARE FACILITY;**

6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the **HEALTH CARE FACILITY** or other such authority relative to the program prior to entrance upon premises under the program;

7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the **HEALTH CARE FACILITY;**

8. to provide professional liability insurance coverage of program participants (students) at limits of $2,000,000 per claim/occurrence and $5,000,000 aggregate and to provide **HEALTH CARE FACILITY** with copy of certificate of insurance evidencing such coverage;

9. to supply the Clinical Instructor with appropriate forms to be used in evaluating the performance of the assigned student; and

10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the **HEALTH CARE FACILITY** or deemed necessary for the training and guidance for the student.

11. to have the student pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY. COLLEGE** and/or the **HEALTH PROGRAMS** student shall be responsible for arranging for the **HEALTH**

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

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

i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
v. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility

j. BACKGROUND CHECKS – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY.** Said background check shall include, at a minimum, the following:

i. Social Security Number verification
ii. Criminal Search (7 years or up to 5 criminal searches)
iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
iv. Violent Sexual Offender and Predator Registry search;
v. HHS/OIG List of Excluded Individuals/Entities;
vi. GSA List of Parties Excluded from Federal programs;
vii. Education verification (highest degree received)
viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
ix. Applicable State Exclusion List, if one.

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

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

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

The **HEALTH CARE FACILITY** agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;

2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;

3. to provide the physical facilities and equipment necessary to conduct the clinical experience **and retain overall responsibility over patient care;**

4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by **COLLEGE** and **HEALTH CARE FACILITY** ;

5. to advise the **COLLEGE** of any changes in its personnel, operation, or policies which may affect clinical experience;

6. to determine the number of students which it can accommodate during a given period of time;

7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

8. to provide the assigned student with a copy of the **HEALTH CARE FACILITY** 's existing pertinent rules and regulations with which the student is expected to comply;

9. to facilitate, if necessary **in case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY,** emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);

10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the **COLLEGE** (The completed evaluation will be forwarded to the **COLLEGE** within one (1) week following conclusion of the student's clinical experience.);

11. to advise the **COLLEGE** at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);

12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the **COLLEGE**; and

13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.

2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.

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

4. Students participating under this agreement shall at all times be students of the **COLLEGE** and not employees of the **HEALTH CARE FACILITY or COLLEGE.** The students have no claims against the **HEALTH CARE FACILITY or COLLEGE** for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.

5. The **COLLEGE** will provide workers' compensation insurance for all college employees paid by the College and assigned to the **HEALTH CARE FACILITY pursuant to this agreement.** The **HEALTH CARE FACILITY** must provide workers' compensation for all individuals employed and paid by the **HEALTH CARE FACILITY.**

6. **This agreement shall be interpreted under the laws of the State of Florida.**

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

Cheryl Kirton, P.T., President
C.F. PHYSICAL THERAPY, INC. DBA
PHYSICAL THERAPY OF OKEECHOBEE

Date 8/7/26

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

Date

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

Date

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

THIS AGREEMENT is made an entered into this day of September 1st, 2026, by and between Indian River State College ("College") and Coral Shores Behavioral Health ("Facility").

RECITALS

WHEREAS, College desires to provide appropriate clinical learning experiences to its Students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

A. Assignment of Students. Students subject to this Agreement are assigned to Facility by College for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

B. Schedule of Assignments. Prior to the initiation of any program for Students, the College shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and College shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

C. Designated Representative. The Facility and College shall each appoint a designated representative to coordinate the clinical education experience, and to work with the College's instructors and Students to facilitate a meaningful experience.

D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, College and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and College shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between College and Facility.

2. Students. The parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the College are not to be considered employees of either the College or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By College. College may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the College of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the College after reviewing the matter and considering whatever factual information the Facility provides for the College; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, College, Facility, third party payors, the Secretary of Health and Human Services, and the Comptroller General, and their authorized representatives, shall

have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. College Responsibilities

A. College will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. College is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. College will notify Facility in writing of any change or proposed change in a Student's status.

B. College will assign only those Students who have satisfactorily completed those portions of College curriculum that are prerequisite to Program participation.

C. College shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.

D. Liability Insurance. College shall, at all times during the term of this Agreement, maintain the following insurance coverage for ***its Students*** *OR* require ***each Student*** participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If College personnel will be on-site at Facility's premises, then College shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. The University participates in a program of self-insurance with 26 other state community colleges in the State of Florida. The program of self-insurance for general liability provides for limits of $200,000 per person, $300,000, per occurrence under Florida Statute 768.28 which deals with sovereign immunity.
2. The blanket professional liability insurance policy will be in the amount of not less than $2,000,000 per claim/$5,000,000 aggregate.

3. Workers' Compensation and employer's liability for College's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and College shall waive its right of subrogation; and

4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, College shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

College or Student shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to College for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of College's obligation to maintain such insurance.

E. Representations and Warranties.

1. College represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If College's personnel will be on site at Facility's premises, then College additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. College shall provide Facility with evidence of compliance with this paragraph upon request.

2. College also represents and warrants to Facility that neither College nor any person providing services on behalf of College is a "Sanctioned Provider" meaning that neither College nor such representatives (i) is currently excluded, debarred, or otherwise

ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in College or any person providing services on behalf of College being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and College shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

3. College further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in College. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). College shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. College shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. College further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, College, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.

3. College agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. College's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be

considered to be employees of the Facility. College will notify each Student of his or her status and responsibilities pursuant to this Agreement.

G. Confidentiality of Facility Information. College understands and agrees that in connection with this Agreement, College and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, College agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by College's duties under this Agreement and with the consent of Facility, College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. College will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

H. Publications. College will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the College nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. College shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. College and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. College and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

J. Facility Policies, Rules, and Regulations. College shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. College will specifically cover with each Student his or her responsibility to:

1. Observe and respect all patient's rights, confidences, and dignity:

2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and

3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

k. The Parties acknowledge that Indian River State College is a public institution and any indemnification or hold harmless provision provided by the Clinical Site is limited as required by State law, including without limitation Florida Statute 768.28.The Clinical Site's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent determined by a court of proper jurisdiction.

III. Facility Responsibilities

A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.

B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.

C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from College, for the Students in the program.

D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the College.

F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by College or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To College:

   Indian River State College
   3209 Virginia Avenue
   Fort Pierce, FL 34981

2. To Facility:

   Coral Shores Behavioral Health
   5995 SE Community Drive
   Stuart, FL 34997

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph 2 below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.

2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related

in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Facility: Coral Shores Behavioral Health

By: _____

Name: Stephen Quintyne

Title: Chief Executive Officer

Date: 8/19/2026

College: Indian River State College

By: _____

Name: Timothy E Moore, Ph.D

Title: President

Date: 9/22/26

District Board of Trustees of Indian River State College

By: _____

Name: Milo Thornton

Title: Chair

Date 9/22/26

Indian River State College

No. 233C

CLINICAL EDUCATION AGREEMENT

THIS AGREEMENT, by and between **THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida 34981, hereinafter referred to as the **COLLEGE**, and **PORT ST. LUCIE REHABILITATION AND HEALTHCARE**, 7300 Oleander Avenue, Port St. Lucie, Florida 34952, hereinafter referred to as the **HEALTH CARE FACILITY**.

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

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

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

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

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

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

The **COLLEGE** and the **HEALTH CARE FACILITY** mutually agree to:

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

The **COLLEGE** agrees:

1. to assume responsibility for assuring continuing compliance with the educational standards established by the Commission on Accreditation in Physical Therapy Education

2. to establish and maintain ongoing communication with the Clinical Instructor of the **HEALTH CARE FACILITY** on items pertinent to physical therapist assistant education;

3. when possible, that the academic setting confers faculty appointment to the Clinical Instructor who is responsible for planning and implementation of the physical therapist assistant clinical experience at the **HEALTH CARE FACILITY**;

4. to notify the Clinical Instructor and the **HEALTH CARE FACILITY** at a time mutually agreed upon of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of clinical experience;

5. to refer to the **HEALTH CARE FACILITY** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum which is applicable to the **HEALTH CARE FACILITY**;

6. to comply with and require, if necessary, physical examination, chest x-rays and certain immunizations as deemed necessary by the **HEALTH CARE FACILITY** or other such authority relative to the program prior to entrance upon premises under the program;

7. to advise the assigned student of the responsibility for complying with the existing pertinent rules and regulations of the **HEALTH CARE FACILITY**;

8. to provide professional liability insurance coverage of program participants (students) at limits of $2,000,000 per claim/occurrence and $5,000,000 aggregate and to provide **HEALTH CARE FACILITY** with copy of certificate of insurance evidencing such coverage;

9. to supply the Clinical Instructor with appropriate forms to be used in evaluating the performance of the assigned student; and

10. to have the student provide prior to the commencement of the student assignment such confidential information as may be required by the **HEALTH CARE FACILITY** or deemed necessary for the training and guidance for the student.

11. to have the student pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY**. **COLLEGE** and/or the **HEALTH PROGRAMS** student shall be responsible for arranging for the **HEALTH**

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

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

i. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
ii. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
iii. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
iv. Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
v. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
vi. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility

j. BACKGROUND CHECKS – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY.** Said background check shall include, at a minimum, the following:

i. Social Security Number verification
ii. Criminal Search (7 years or up to 5 criminal searches)
iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
iv. Violent Sexual Offender and Predator Registry search;
v. HHS/OIG List of Excluded Individuals/Entities;
vi. GSA List of Parties Excluded from Federal programs;
vii. Education verification (highest degree received)
viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
ix. Applicable State Exclusion List, if one.

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

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

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

The **HEALTH CARE FACILITY** agrees:

1. to designate as Clinical Instructor the staff member who will be responsible for the planning and implementation of the clinical experience. The staff member so designated shall meet the criteria established by The American Physical Therapy Association for supervising students;

2. to provide the Clinical Instructor with time to plan and implement the clinical experience including, when feasible, time to attend relevant meetings and conferences;

3. to provide the physical facilities and equipment necessary to conduct the clinical experience **and retain overall responsibility over patient care**;

4. to have available a written description of the clinical experience being offered. This may be developed collaboratively by **COLLEGE** and **HEALTH CARE FACILITY** ;

5. to advise the **COLLEGE** of any changes in its personnel, operation, or policies which may affect clinical experience;

6. to determine the number of students which it can accommodate during a given period of time;

7. to provide the assigned student, whenever possible, with use of library facilities and reasonable study and storage space;

8. to provide the assigned student with a copy of the **HEALTH CARE FACILITY** 's existing pertinent rules and regulations with which the student is expected to comply;

9. to facilitate, if necessary **in case of accident or illness involving the student(s) while in the HEALTH CARE FACILITY,** emergency health care for the assigned student at the student's(s') own expense; (The student will otherwise be responsible for his or her health care.);

10. to evaluate the performance of the assigned student on a regular basis using the evaluation form supplied by the **COLLEGE** (The completed evaluation will be forwarded to the **COLLEGE** within one (1) week following conclusion of the student's clinical experience.);

11. to advise the **COLLEGE** at least by midterm of serious deficits noted in the assigned student's progress toward achievement of the stated objectives of the clinical experience (It will then be the mutual responsibilities of the assigned student, the Clinical Instructor, and the Academic Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.);

12. to have the right to terminate any student whose health or performance is a detriment to patient well-being or the achievement of the stated objectives of the clinical experience after notifying the **COLLEGE**; and

13. to support continuing education and professional growth and development of those staff who are responsible for student supervision.

Terms of Agreement:

1. This agreement shall be effective when executed by both parties for a period of one year and will be automatically renewed annually unless otherwise indicated by one of the parties.

2. This agreement may be revised or modified by written amendment when both parties agree to such amendment.

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

4. Students participating under this agreement shall at all times be students of the **COLLEGE** and not employees of the **HEALTH CARE FACILITY or COLLEGE.** The students have no claims against the **HEALTH CARE FACILITY or COLLEGE** for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits of any sort.

5. The **COLLEGE** will provide workers' compensation insurance for all college employees paid by the College and assigned to the **HEALTH CARE FACILITY** pursuant to this agreement. The **HEALTH CARE FACILITY** must provide workers' compensation for all individuals employed and paid by the **HEALTH CARE FACILITY.**

6. This agreement shall be interpreted under the laws of the State of Florida.

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

Lisa Izquierdo, Administrator PORT ST. LUCIE REHABILITATION AND HEALTHCARE	8/10/26 Date
Milo Thornton, Chair DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE	Date
Timothy E. Moore, Ph.D., President INDIAN RIVER STATE COLLEGE	Date

Indian River State College

NO. 632A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE,** 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **TREASURE COAST COMMUNITY HEALTH, INC.**, 1555 Indian River Boulevard, Suite 21, Vero Beach, Florida 32960, hereinafter referred to as **HEALTH CARE FACILITY.**

WITNESSETH

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

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS,** at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE.** The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.

2. **SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:**
   a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
   b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **HEALTH CARE FACILITY.**
   c. The **HEALTH CARE FACILITY** has the overall authority over the facilities and grounds and for the safety of all persons therein.
   d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
   e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
   f. In case of accident or illness involving the student(s) while in the **HEALTH CARE FACILITY,** the **HEALTH CARE FACILITY** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

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

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

a. To provide assistance in the supervision and instruction of student(s) except on specific instances, which indicate that, other provisions should be made.

b. To coordinate through proper **HEALTH CARE FACILITY** channels the planning for clinical experience for **HEALTH PROGRAMS** and maintaining all records and reports related to student(s) clinical experiences

c. To comply with all existing policies of the **HEALTH CARE FACILITY.**

d. To coordinate with **HEALTH CARE FACILITY** the **HEALTH PROGRAM** student(s)' and clinical instructor(s)' participation in **HEALTH CARE FACILITY** orientation as required.

e. **COLLEGE** assumes ultimate responsibility for the educational experience and evaluation of **HEALTH PROGRAMS** student(s).

f. The **COLLEGE**, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than $2,000,000 per incident and $5,000,000 annual aggregate covering the student participants and any faculty members for instruction/supervision of students only. The **COLLEGE** shall provide a certificate of insurance to the **HEALTH CARE FACILITY** evidencing such insurance coverage if required by the **HEALTH CARE FACILITY.** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement. For all insurance required, **COLLEGE** shall require the insurance carrier notify **HEALTH CARE FACILITY** at least thirty (30) days in advance of any cancellation or modification of such insurance policy.

h. **HIPAA Compliance.** **COLLEGE** agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, ("**HIPAA**"), and any regulations promulgated pursuant to HIPAA ("**Regulations**"). **COLLEGE** agrees not to use or further disclose any protected health information or individually identifiable health information (collectively, "**PHI**"), other than as permitted by this Agreement and the requirements of HIPAA or its Regulations. **COLLEGE** shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. **COLLEGE** shall promptly report to **HEALTH CARE FACILITY** any use or disclosure of PHI not provided for by this

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

h. **COLLEGE** shall provide evidence of worker's compensation for any employee furnished by the **COLLEGE** pursuant to this agreement. No student(s), instructor, or other person furnished the **COLLEGE** pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the **HEALTH CARE FACILITY.** Students are not employees of the **COLLEGE** or **HEALTH CARE FACILITY** and must not receive compensation for services provided as part of the clinical experience.

i. HEALTH OF PROGRAM PARTICIPANTS – All **HEALTH PROGRAMS** student(s) shall pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY. COLLEGE** and/or the **HEALTH PROGRAMS** student(s) shall be responsible for arranging for the **HEALTH PROGRAMS** student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY.** In no event shall **HEALTH CARE FACILITY** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student(s) will present the following health records on the first day of their educational experience at **HEALTH CARE FACILITY. HEALTH PROGRAM** student(s) will not be allowed to commence experiences until all records have been received.

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

vi. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
vii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility.

j. BACKGROUND CHECKS – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY**. Said background check shall include, at a minimum, the following:

i. Social Security Number verification
ii. Criminal Search (7 years or up to 5 criminal searches)
iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
iv. Violent Sexual Offender and Predator Registry search;
v. HHS/OIG List of Excluded Individuals/Entities;
vi. GSA List of Parties Excluded from Federal PROGRAM;
vii. Education verification (highest degree received)
viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
ix. Applicable State Exclusion List, if one.

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

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

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

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

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

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

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

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

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

_____ 7/28/26

Dr. Heather Miranda, Chief Executive Officer
TREASURE COAST COMMUNITY HEALTH, INC.

Date

_____ _____

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

Date

_____ _____

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

Date

Indian River State College

NO. 856A

HEALTH SCIENCE STUDENT(S) EXPERIENCE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE**, 3209 Virginia Avenue, Fort Pierce, Florida, 34981, hereinafter referred to as the **COLLEGE** and **TREASURE COAST URGENT CARE**, 1100 SE Ocean Boulevard, Stuart, Florida 34996, hereinafter referred to as **HEALTH CARE FACILITY.**

WITNESSETH

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

1. **PLANNING FOR STUDENT(S) INSTRUCTION** - The faculty and student(s) in all Health Science and Nursing programs, hereinafter referred to as **HEALTH PROGRAMS,** at IRSC may utilize the departments of the **HEALTH CARE FACILITY** for clinical experience. The student(s) is placed at the **HEALTH CARE FACILITY** for clinical experience and is not an employee of the **COLLEGE.** The faculty of IRSC will plan the days and hours for clinical experience. The appropriate staff at the **HEALTH CARE FACILITY** will be consulted as to the days and hours planned.

2. **SPECIFIC RESPONSIBILITIES OF THE HEALTH CARE FACILITY:**
   a. To provide within available facilities student supervision, adequate classroom and conference space and the use of any available instructional materials.
   b. To provide a suitable environment and opportunities for observation and clinical experience in patient care areas, clinics and in selected departments of the **HEALTH CARE FACILITY.**
   c. **The HEALTH CARE FACILITY has the overall authority over the facilities and** grounds and for the safety of all persons therein.
   d. The **HEALTH CARE FACILITY** shall immediately inform the **COLLEGE** of policy and procedure changes which effect the **COLLEGE'S** clinical experience PROGRAM.
   e. The **HEALTH CARE FACILITY** shall retain overall responsibility over patient care.
   f. In case of accident or illness involving the student(s) while in the **HEALTH CARE FACILITY,** the **HEALTH CARE FACILITY** shall facilitate, if necessary, emergency treatment, at the student's(s') own expense.

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

3. SPECIFIC RESPONSIBILITIES OF THE COLLEGE:

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

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

h. **COLLEGE** shall provide evidence of worker's compensation for any employee furnished by the **COLLEGE** pursuant to this agreement. No student(s), instructor , or other person furnished the **COLLEGE** pursuant to this Agreement shall be considered an agent, employee, or borrowed servant of the **HEALTH CARE FACILITY.** Students are not employees of the **COLLEGE** or **HEALTH CARE FACILITY** and must not receive compensation for services provided as part of the clinical experience.

i. HEALTH OF PROGRAM PARTICIPANTS – All **HEALTH PROGRAMS** student(s) shall pass a medical examination acceptable to **HEALTH CARE FACILITY** prior to their participation in the Program at **HEALTH CARE FACILITY.** **COLLEGE** and/or the **HEALTH PROGRAMS** student(s) shall be responsible for arranging for the **HEALTH PROGRAMS** student(s) medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at **HEALTH CARE FACILITY.** In no event shall **HEALTH CARE FACILITY** be financially or otherwise responsible for said medical care and treatment. **HEALTH PROGRAMS** student(s) will present the following health records on the first day of their educational experience at **HEALTH CARE FACILITY.** **HEALTH PROGRAM** student(s) will not be allowed to commence experiences until all records have been received.

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

vii. Proof of Influenza vaccination during the Flu season. October 1 to March 31 (or dates defined by CDC) or a signed Declination Form.
viii. In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the college, or, closer to the start time of clinical rotations, will be provided to the HEALTH CARE facility.

j. BACKGROUND CHECKS – **COLLEGE** represents that it will timely conduct (or will timely have conducted) a background check on each **HEALTH PROGRAMS** student(s) at the **HEALTH CARE FACILITY.** Said background check shall include, at a minimum, the following:

i. Social Security Number verification
ii. Criminal Search (7 years or up to 5 criminal searches)
iii. Employment verification to include reason for separation and eligibility for re-employment with employer for 7 years (not required for students younger than 21 years of age);
iv. Violent Sexual Offender and Predator Registry search;
v. HHS/OIG List of Excluded Individuals/Entities;
vi. GSA List of Parties Excluded from Federal PROGRAM;
vii. Education verification (highest degree received)
viii. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN)
ix. Applicable State Exclusion List, if one.

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

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

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

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

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

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

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

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

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

JOANN M Faiella D.O.
TREASURE COAST URGENT CARE

8/12/2026
Date

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

Date

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

Date

AGENDA ITEM NO. 13f

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: H5P Group Authoring Tool Order Form

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
H5P Premium Authoring is an advanced content creation tool that allows instructors and instructional designers to build interactive learning experiences, such as quizzes, presentations, interactive videos, and other engaging activities. The premium version includes enhanced authoring features, templates, and support capabilities to streamline the development of accessible, interactive course content.

This order is for 7 H5P Premium Authoring licenses for the 2026–2027 academic year, providing designated users with access to the premium authoring environment to create and manage interactive learning materials.

ALTERNATIVE(S): Without H5P Premium Authoring, many interactive activities would need to be recreated using other tools or custom solutions, as these features are not available in base Canvas.

FOR CONTRACTS:
1. Term: September 1, 2026 – August 31, 2027
2. Fiscal Impact: $2,688.00
3. Termination Terms: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Mia Tignor / Katie Profeta DATE: 9/3/26

BOARD ACTION: DATE: 9/22/26

Order Form

ORDER #	Q-86135	**H5P Group AS**
ORDER DATE	July 13, 2026	Strandgata 9, 9008 Tromsø, Norway
		Registration Number 912 282 910

Customer

Indian River State College ("Customer")
3209 Virginia Avenue
Fort Pierce, Florida 34981-5596
US

ORDER START DATE	September 1, 2026	**ORDER END DATE**	August 31, 2027
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1
Pricing Period	September 1, 2026 - August 31, 2027
Fees Due	September 1, 2026
Software	$2,688.00
Total	**$2,688.00**

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date (“Offer Expiration Date”). If Customer exceeds its entitled use under this Order, overage fees shall apply.

Pricing Details

Group1

Year 1 (September 1, 2026 to August 31, 2027)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
H5P Premium Per Author	Software	7	$ 2,688.00
		Year 1 Total:	**$ 2,688.00**
		Group1 Total:	**$ 2,688.00**

Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

_X Yes, sales tax exemption certificate is attached.
__No

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

Annual Smart Import Entitlement: 420.00

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

The parties hereby agree to extend the Agreement through and until the Order End Date.

This Order Form between H5P and Customer is governed by the terms of the existing executed agreement between the Parties ("Agreement"), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing H5P's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. H5P reserves the right to accept or reject any signed Order Form after the Expiration Date.

To accept this Order Form, sign here:

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

Date: September 22, 2026

AGENDA ITEM NO. 13e

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Indian River State College 2026/27 Organizational Charts

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
The President requests approval of the Indian River State College 2026/27 Organizational Charts as per Board Policy 1130 - Appointments.

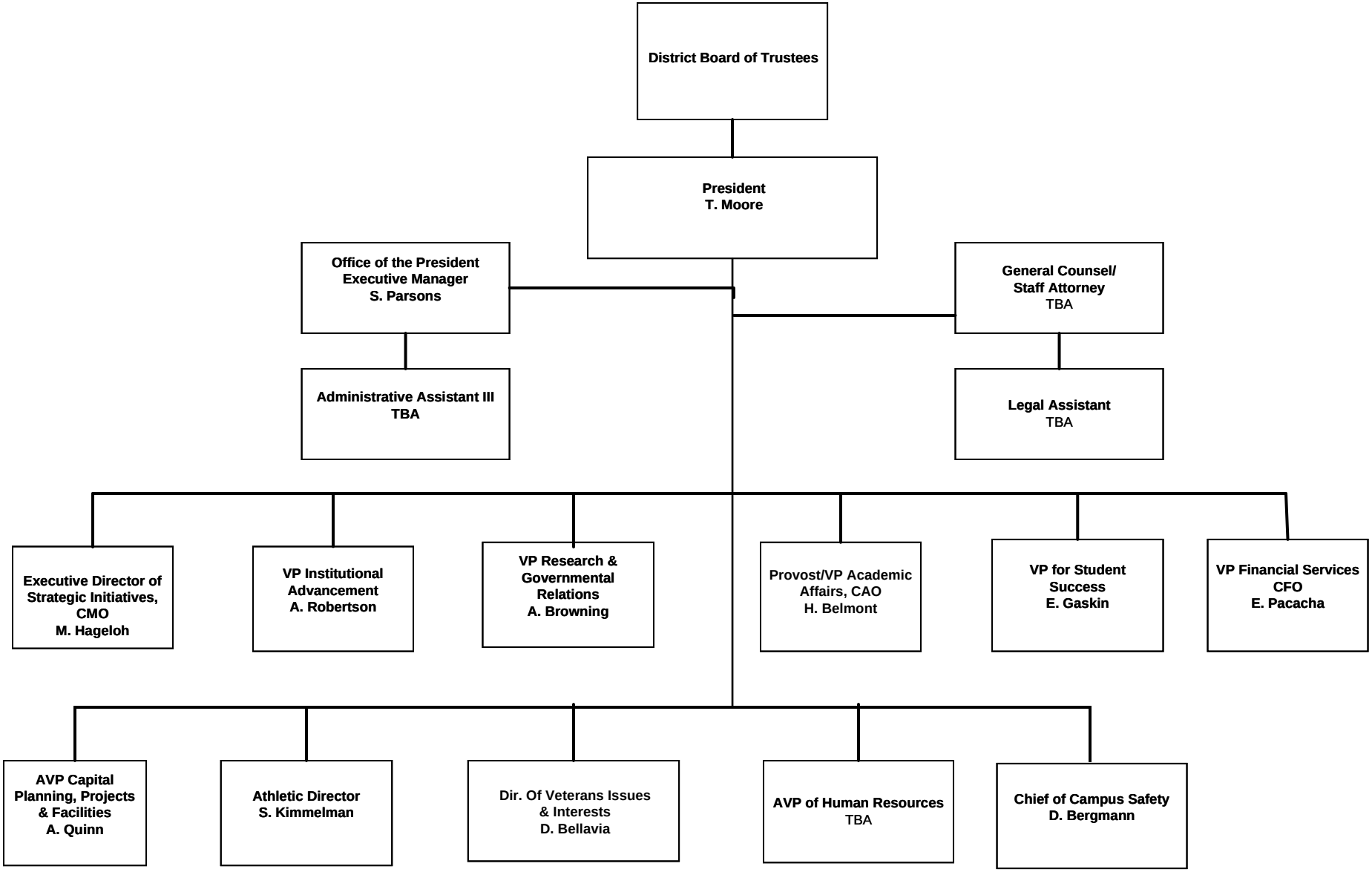
ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

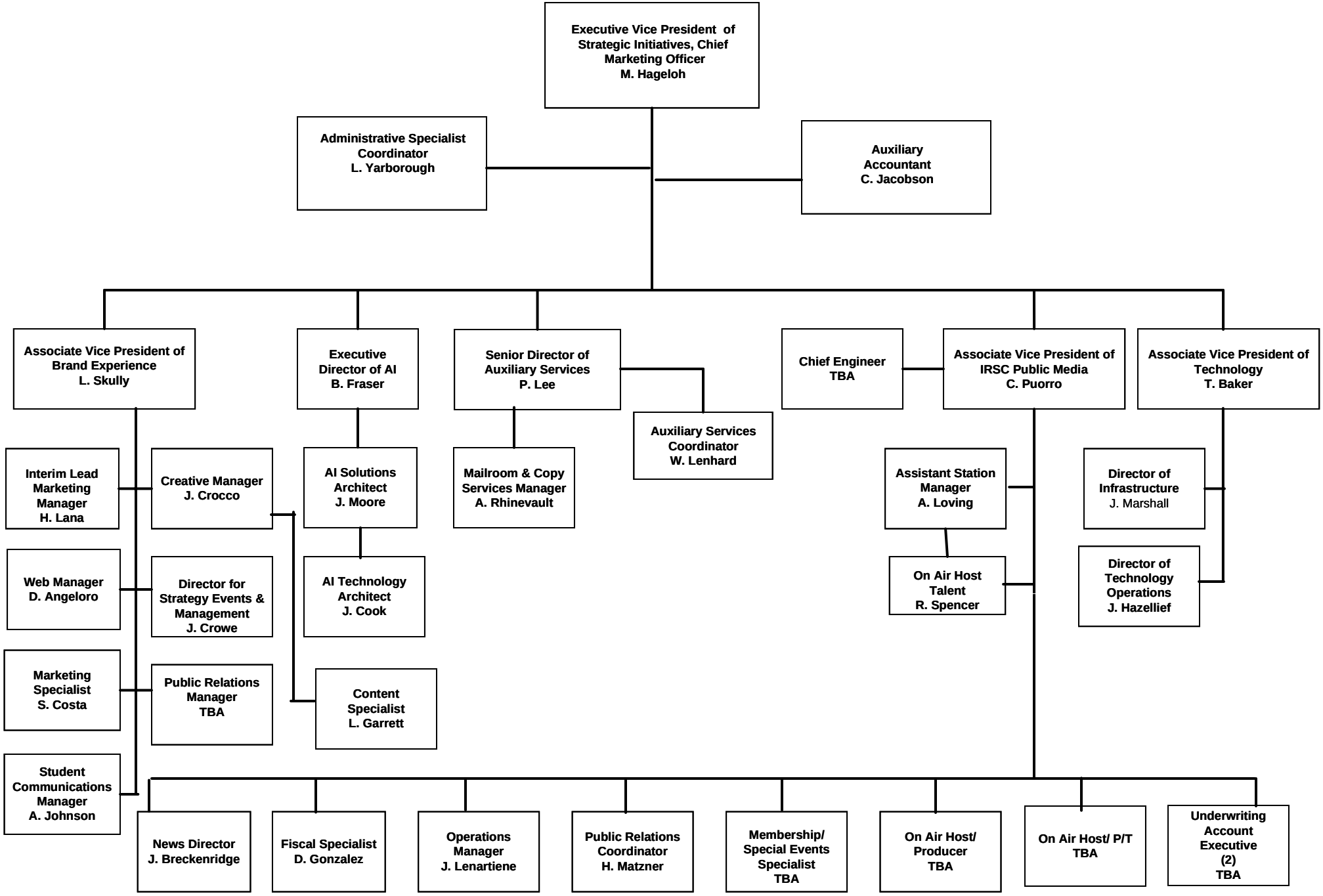
PRESIDENT'S RECOMMENDATION: Recommend approval.

SUBMITTED BY:	Dr. Tim Moore	DATE: 9/3/26
BOARD ACTION:		DATE: 9/22/26

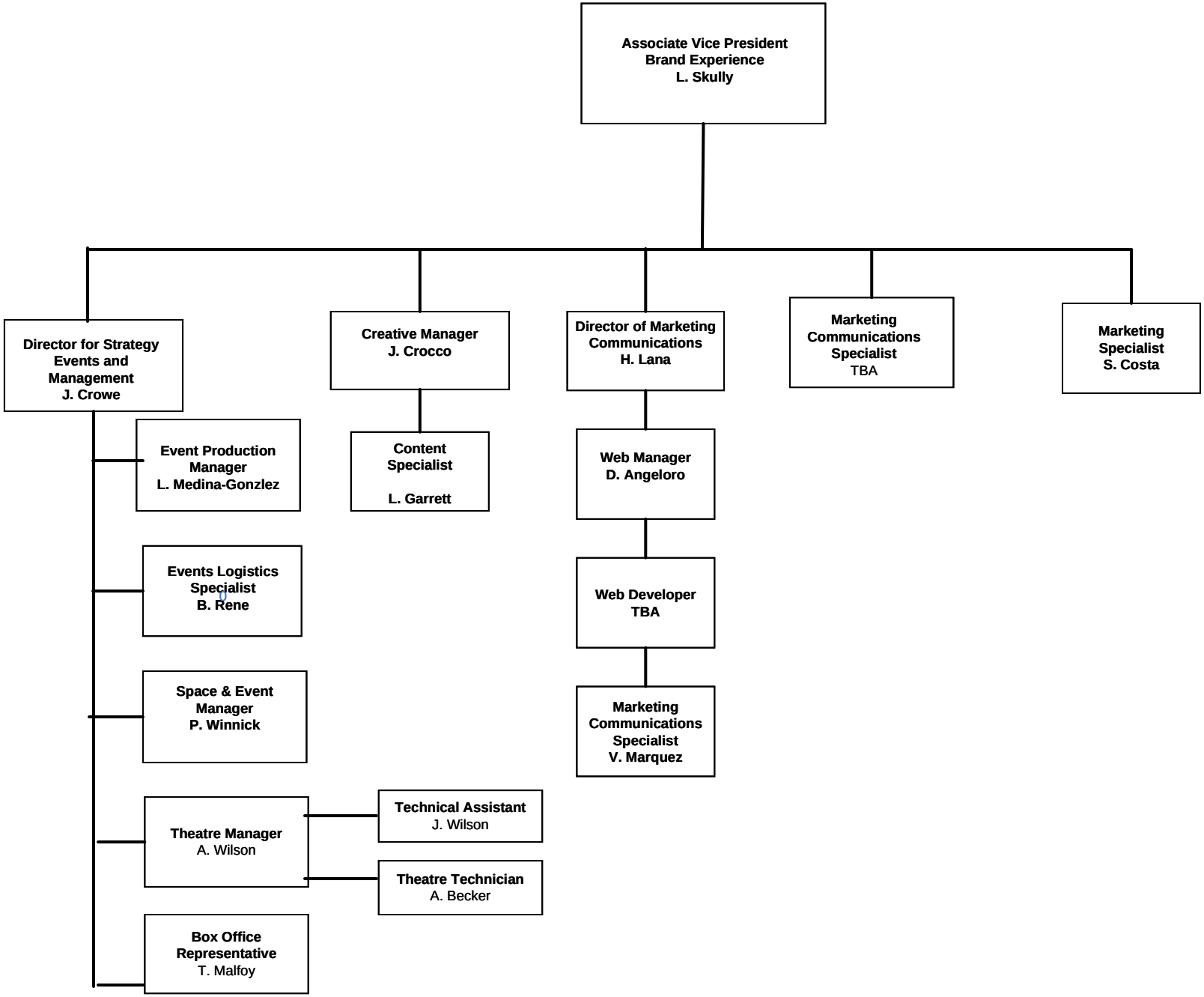
Indian River State College Organizational Chart 2026-2027
District Board of Trustees



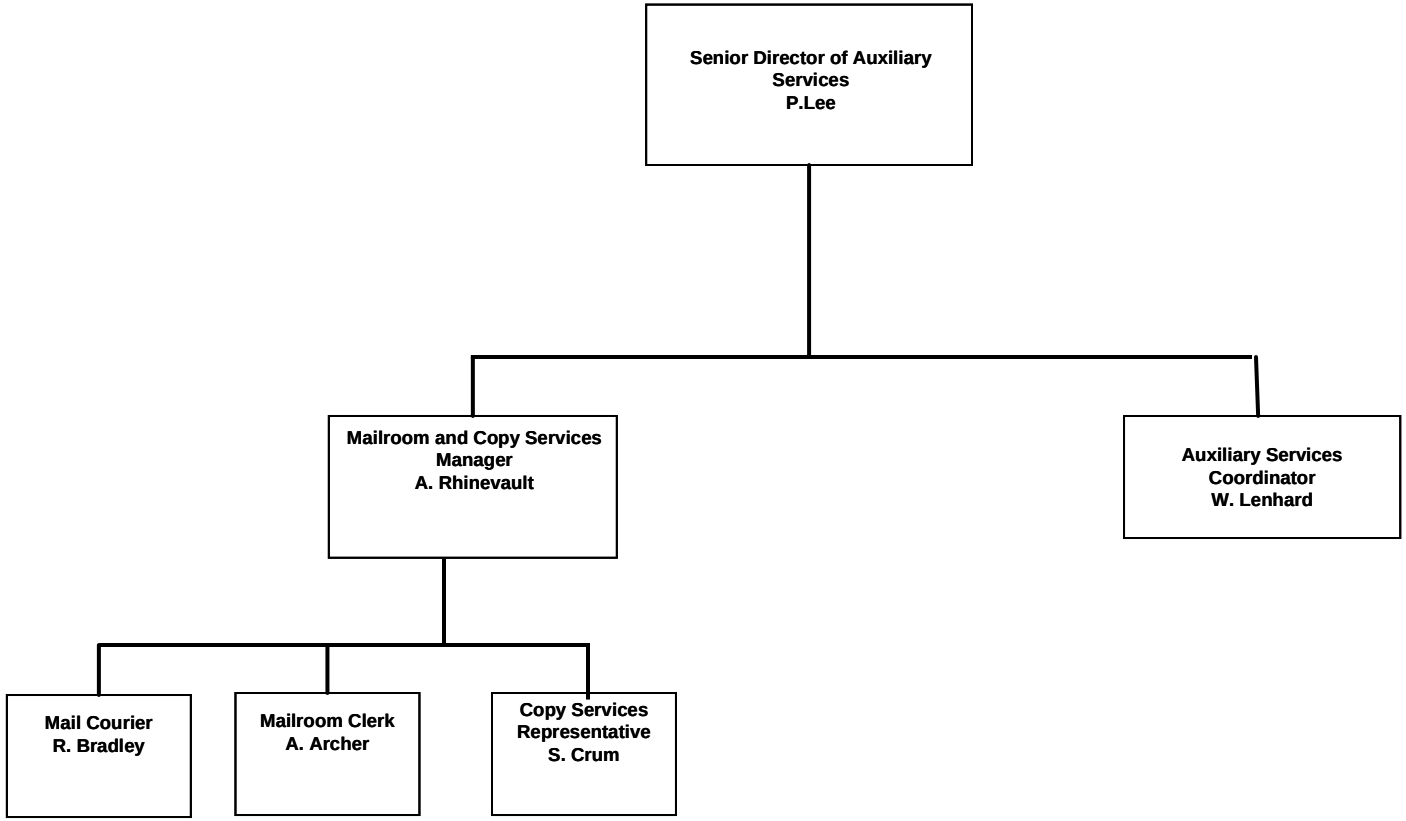
Indian River State College Organizational Chart 2026-2027
EVP Strategic Initiatives & CMO



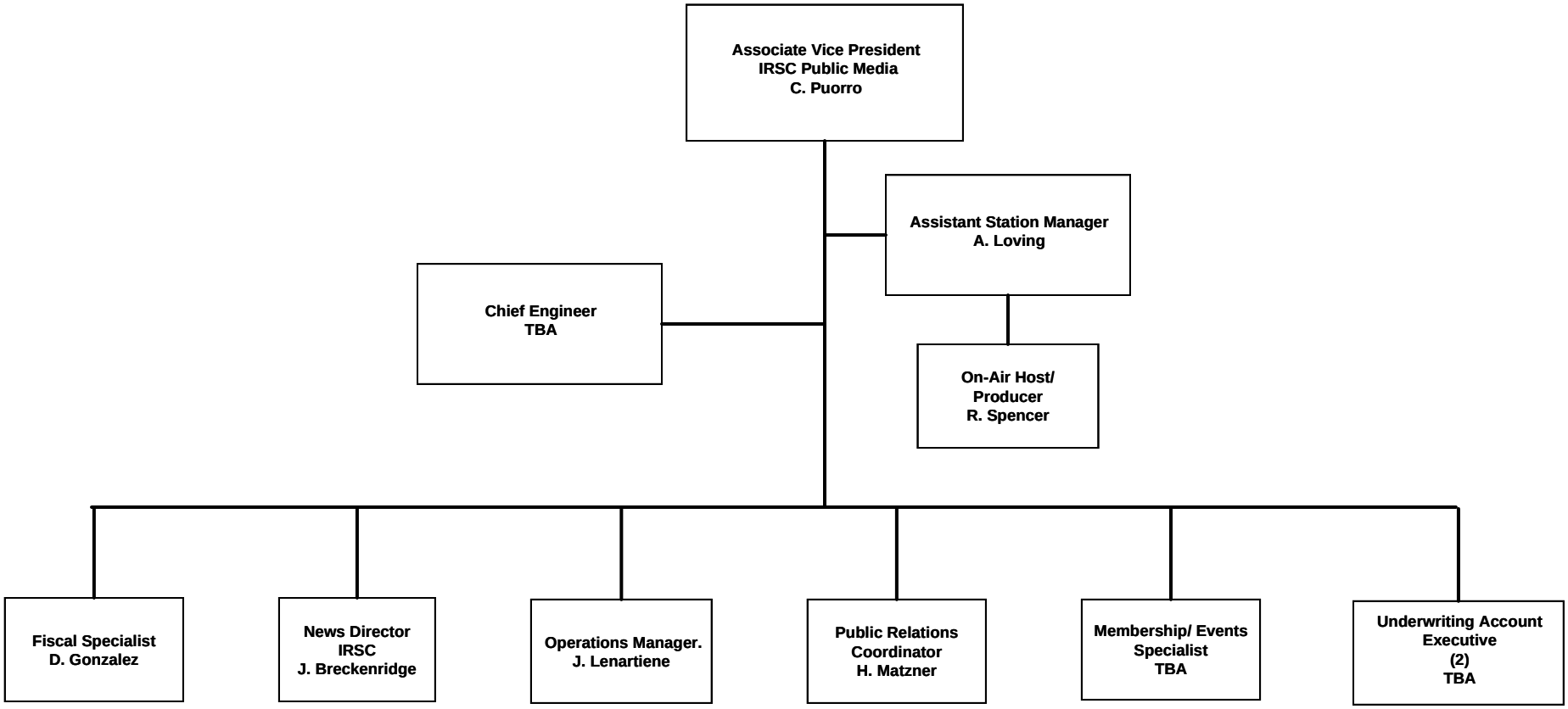
Indian River State College Organizational Chart 2026-2027
Associate Vice President Of Brand Experience



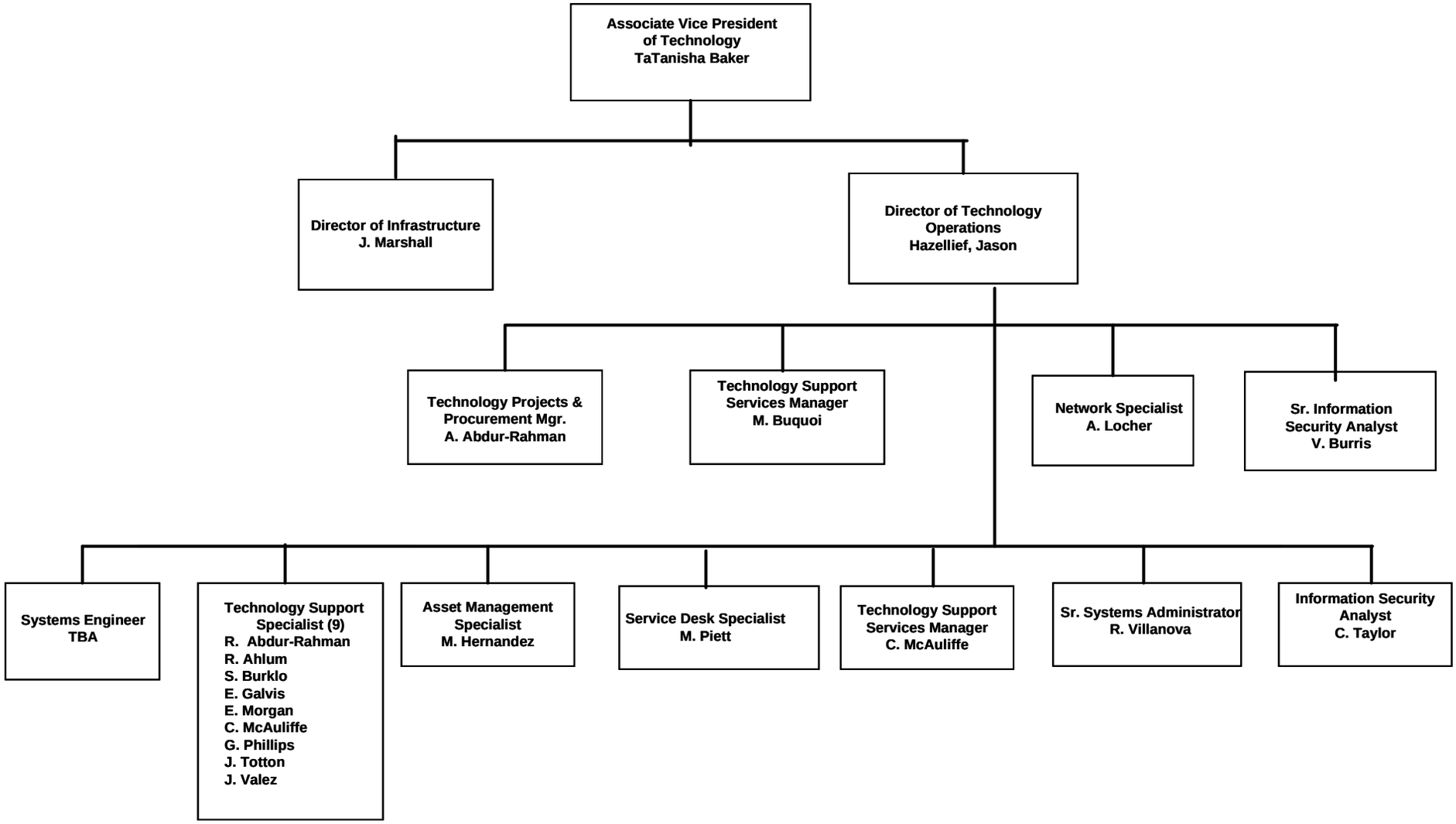
Indian River State College Organizational Chart 2026-2027
Auxilliary Services



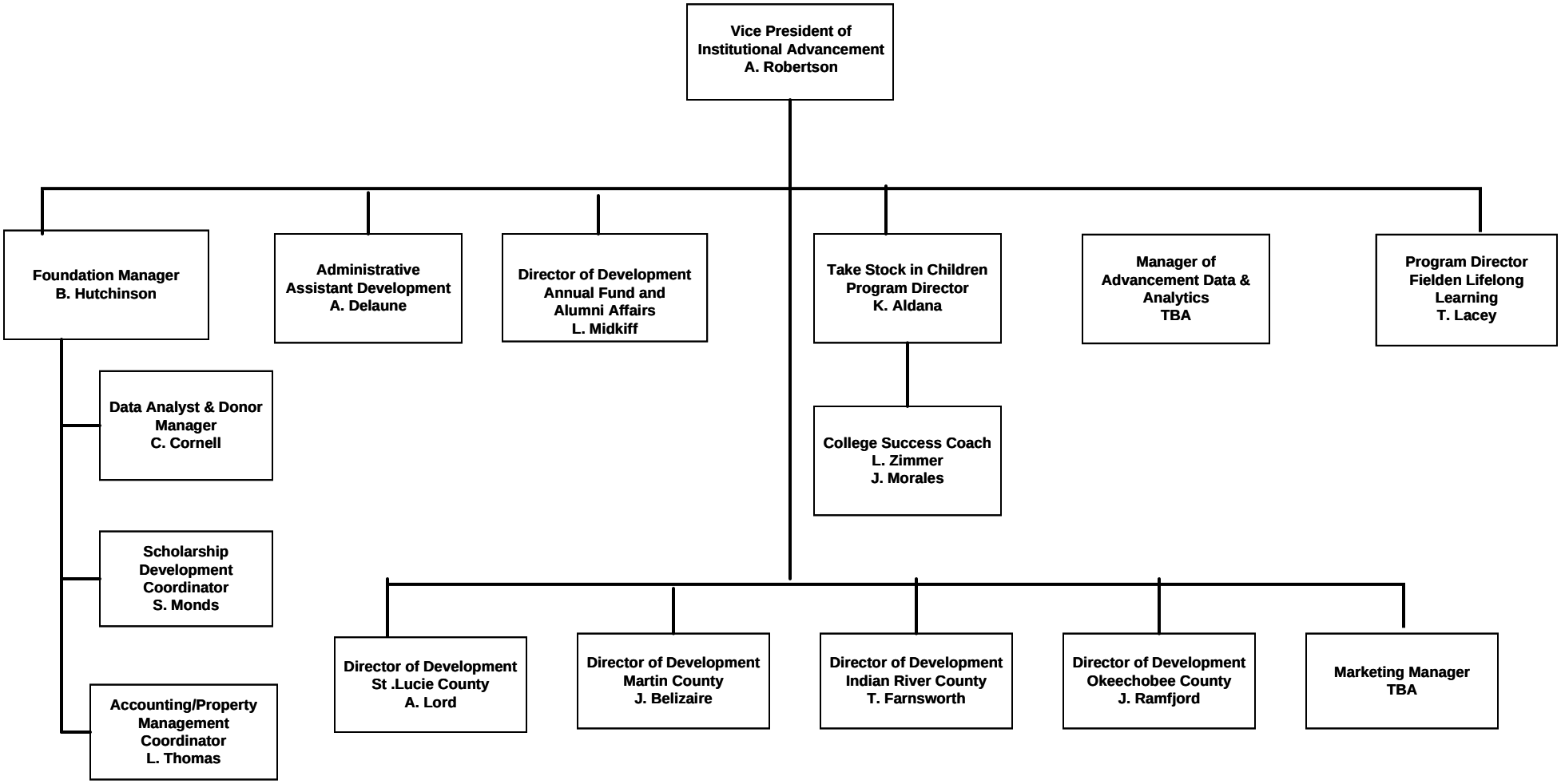
Indian River State College Organizational Chart 2026-2027
Associate Vice President of Public Media



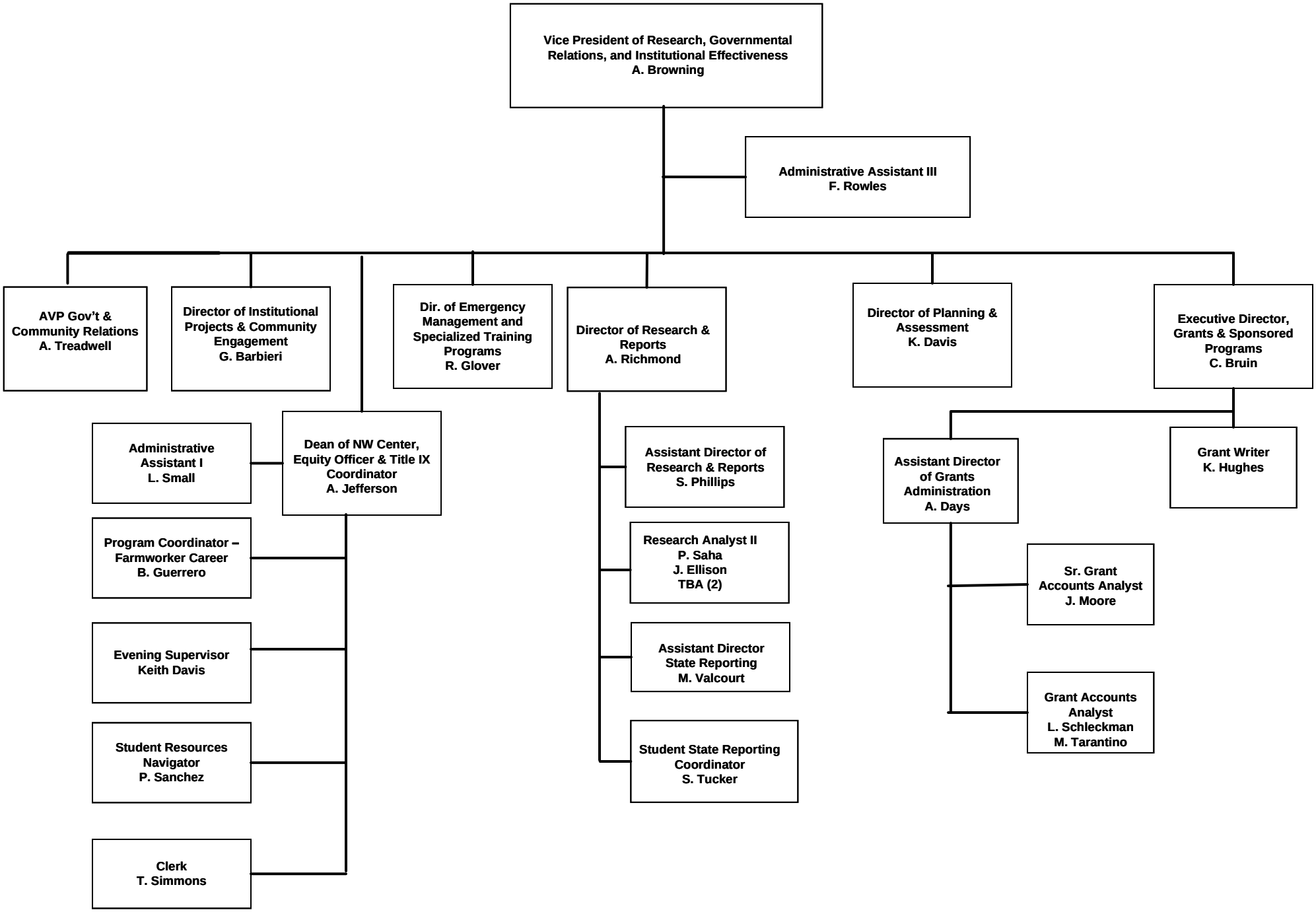
Indian River State College Organizational Chart 2026-2027
Associate Vice President of Technology



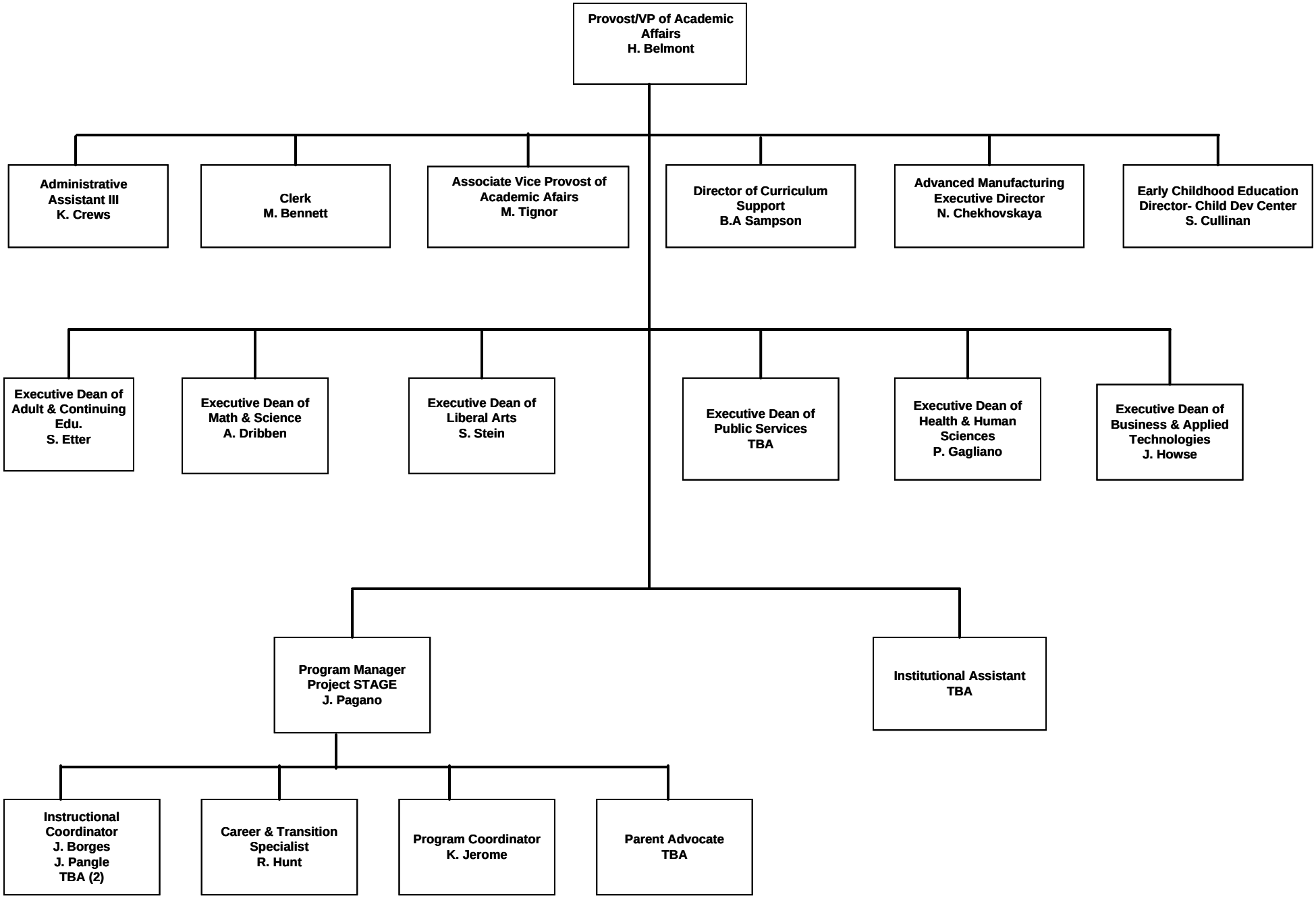
Indian River State College Organizational Chart 2026-2027
Institutional Advancement - Foundation



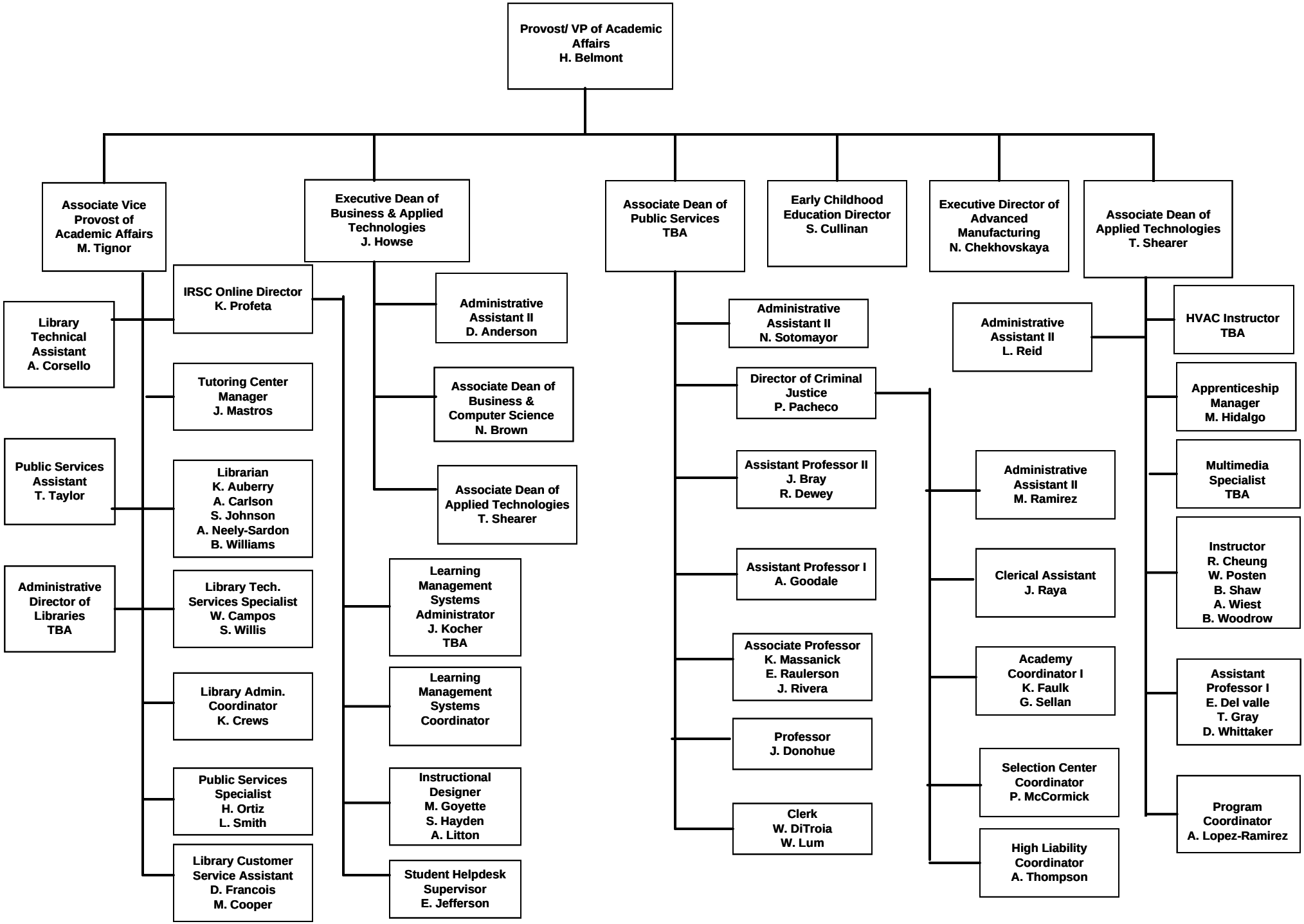
Indian River State College Organizational Chart 2026-2027
Vice President of Research, Governmental Relations, & Institutional Effectiveness



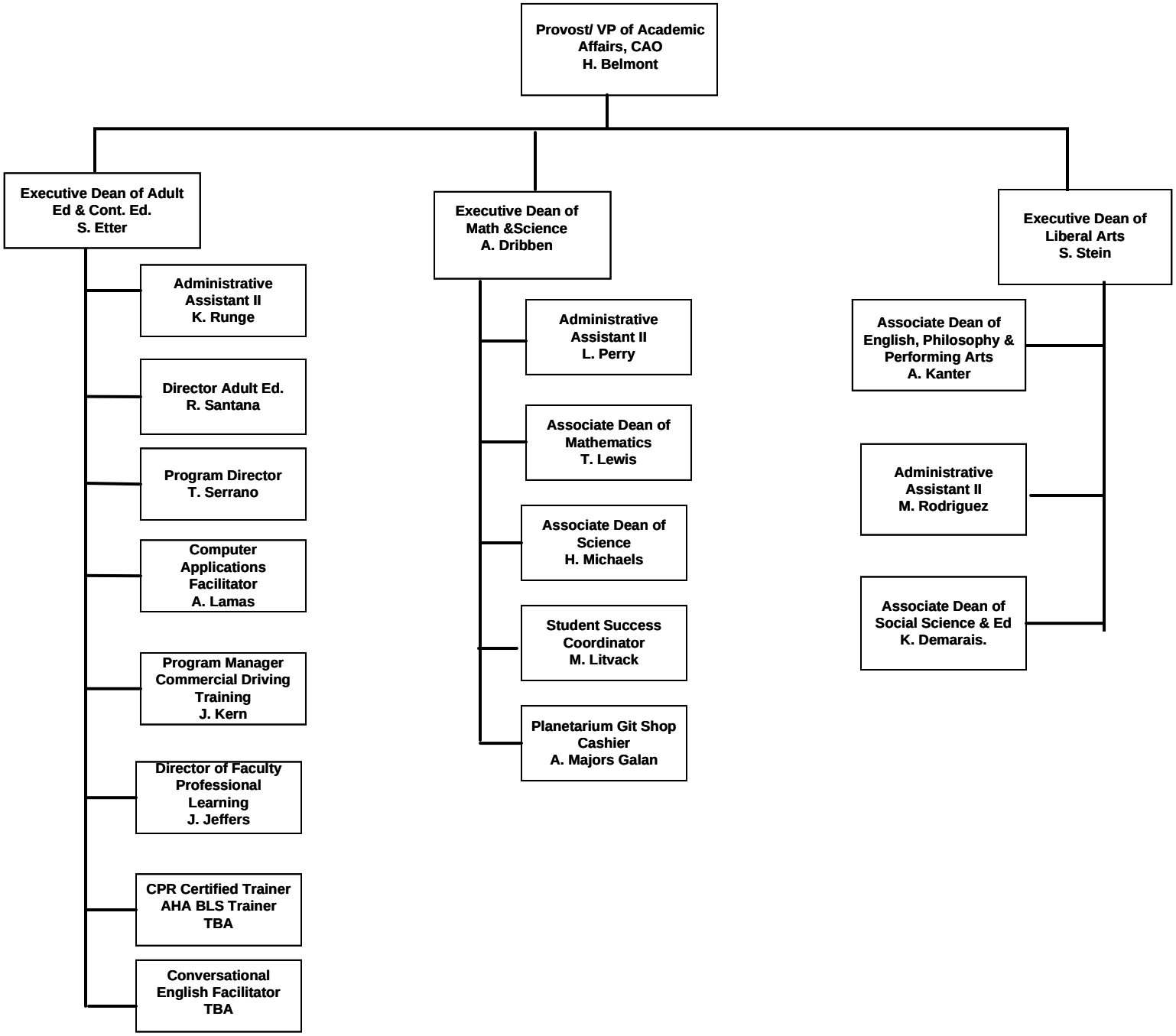
Indian River State College Organizational Chart 2026-2027
Academic Affairs Provost/CAO



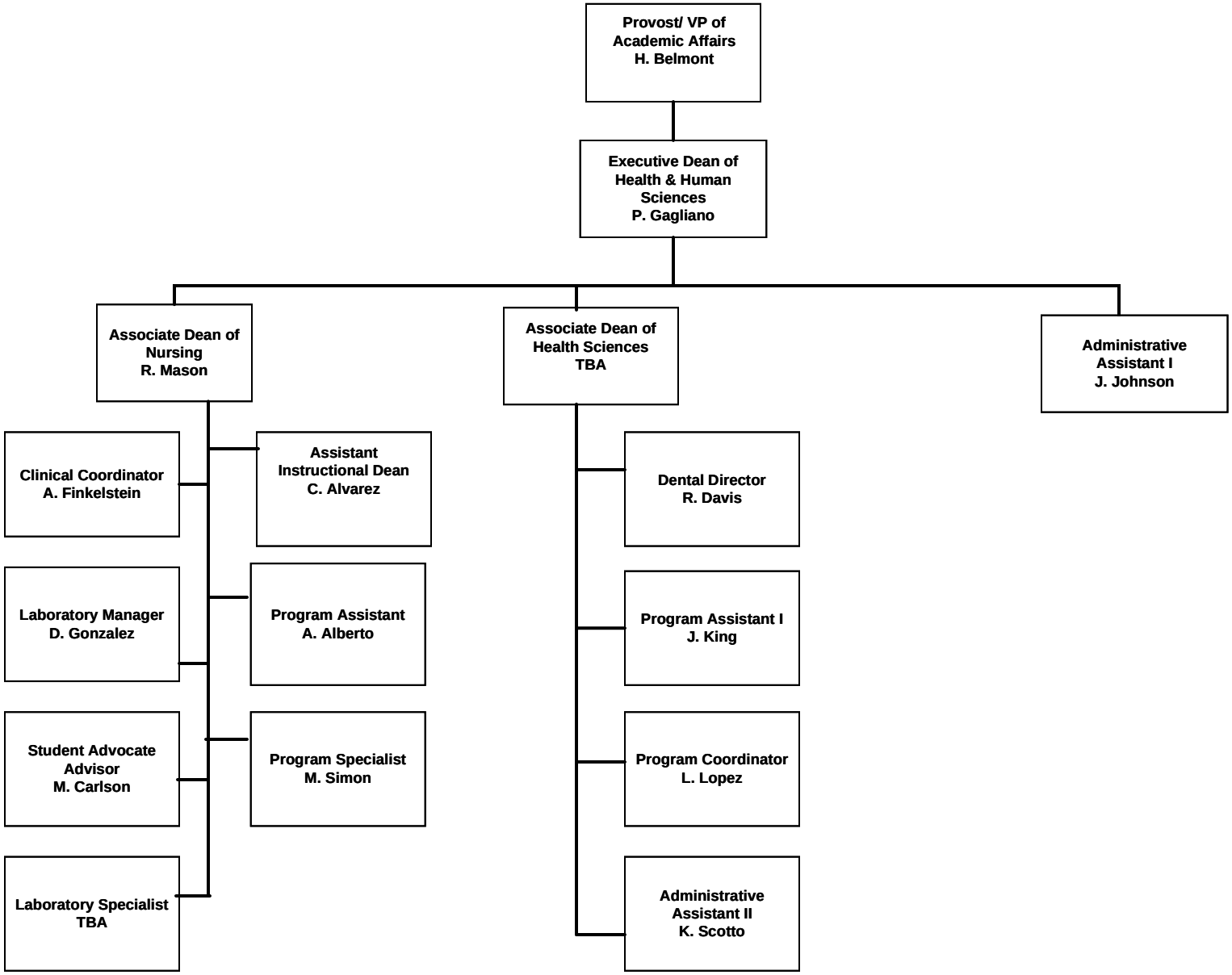
Indian River State College Organizational Chart 2026-2027
Academic Affairs, CAO



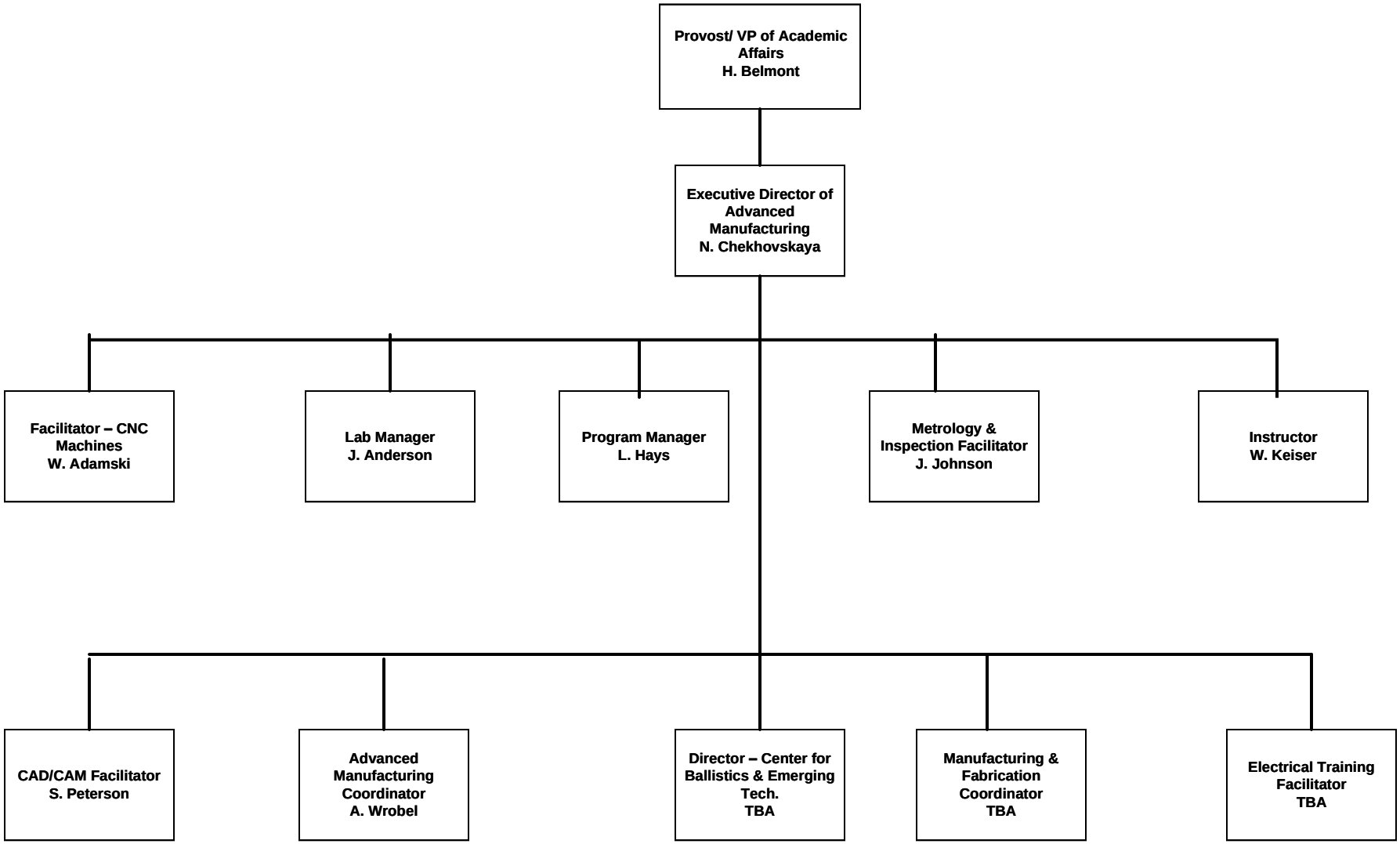
Indian River State College Organizational Chart 2026-2027
Academic Affairs, CAO



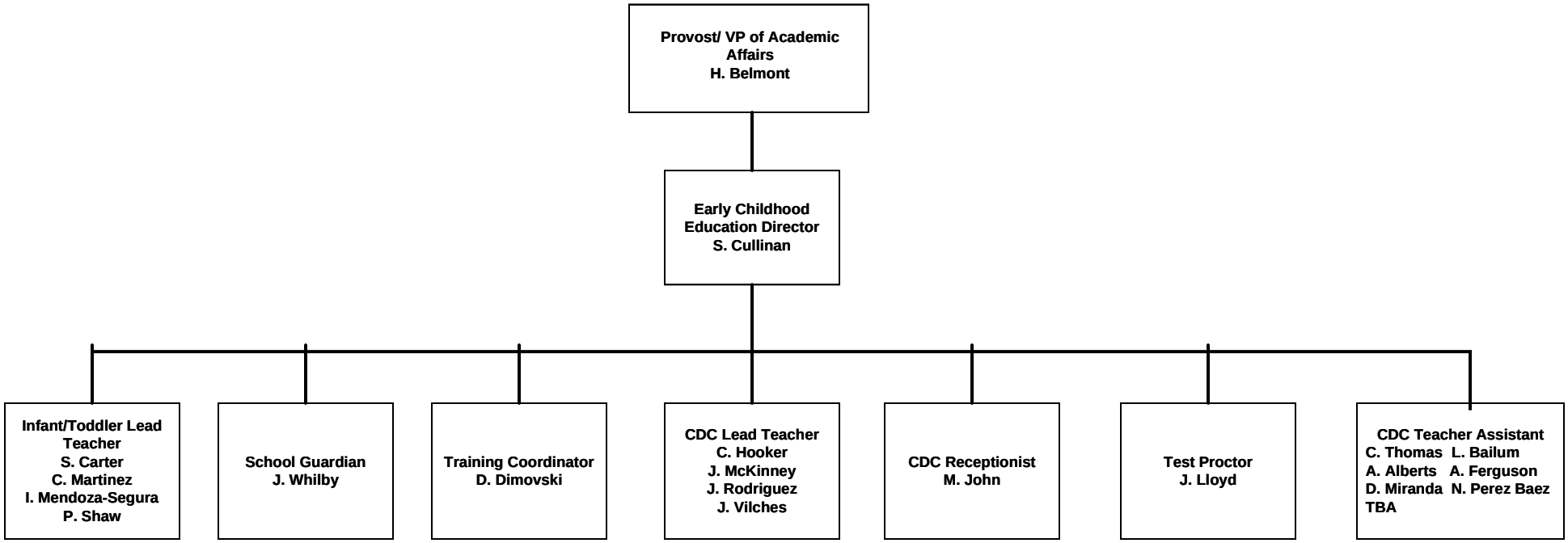
Indian River State College Organizational Chart 2026-2027
Academic Affairs, CAO



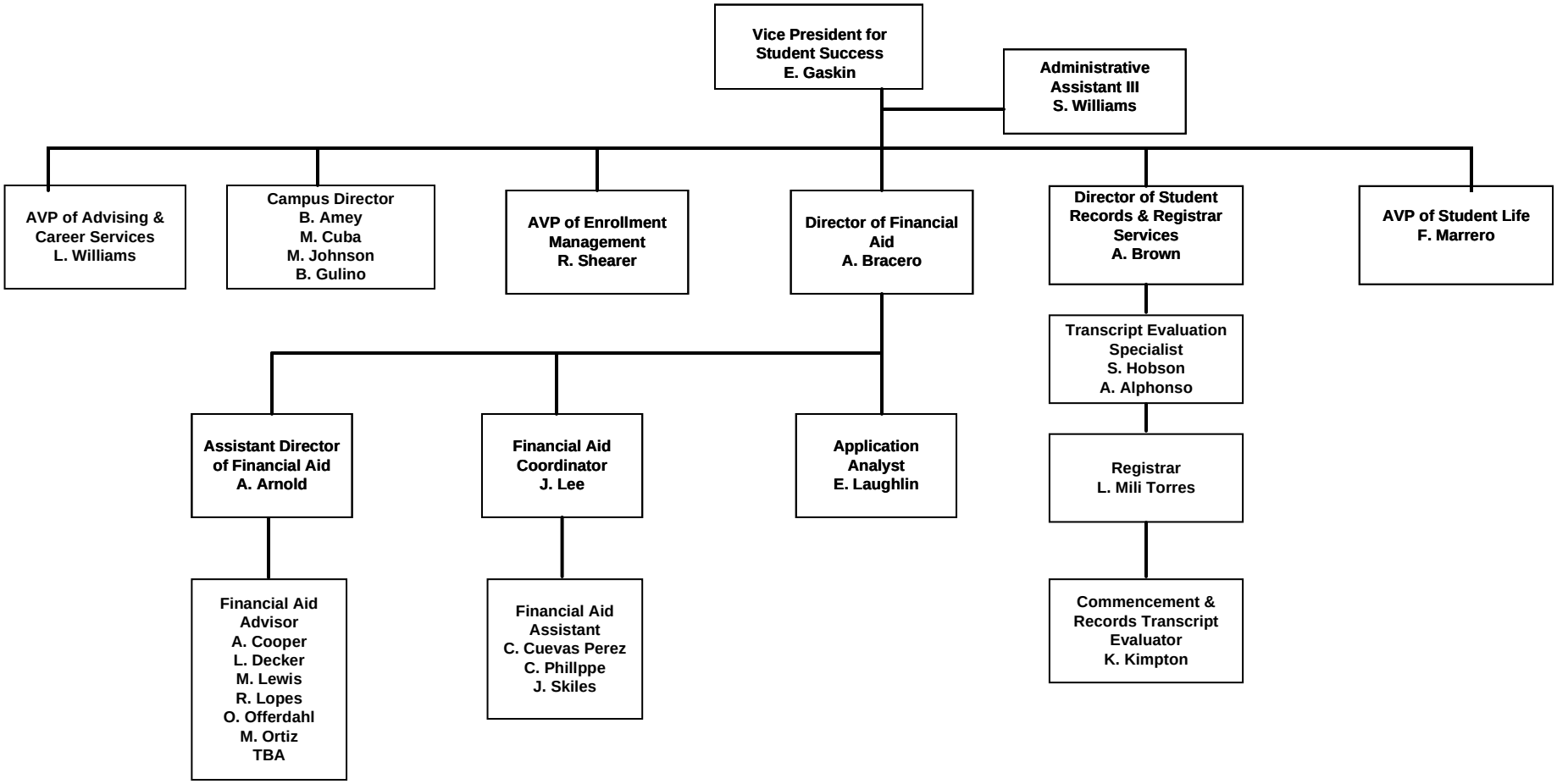
Indian River State College Organizational Chart 2026-2027
Academic Affairs, CAO – Advanced Manufacturing



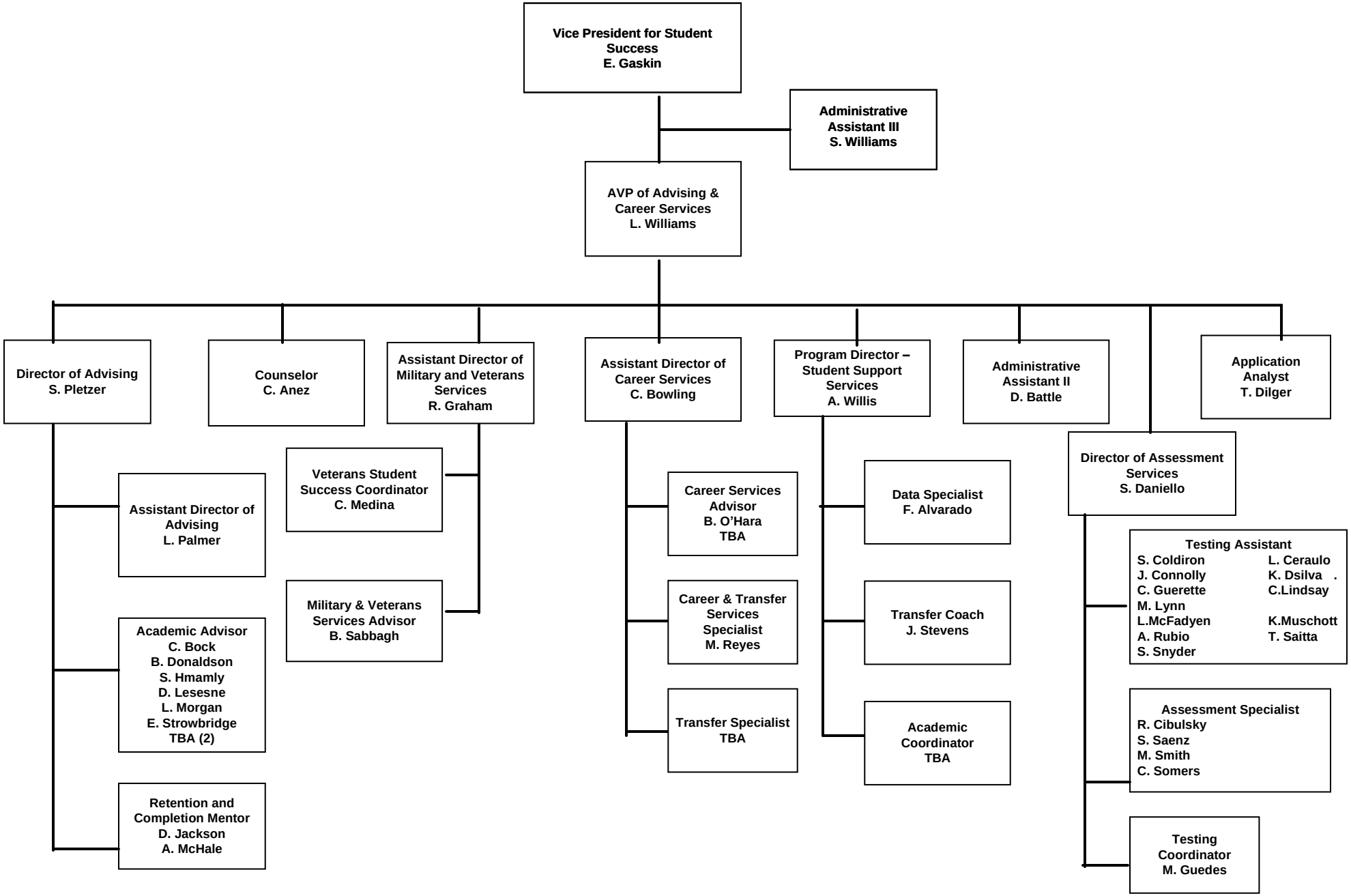
Indian River State College Organizational Chart 2026-2027
Academic Affairs, CAO – Child Development Center (CDC)



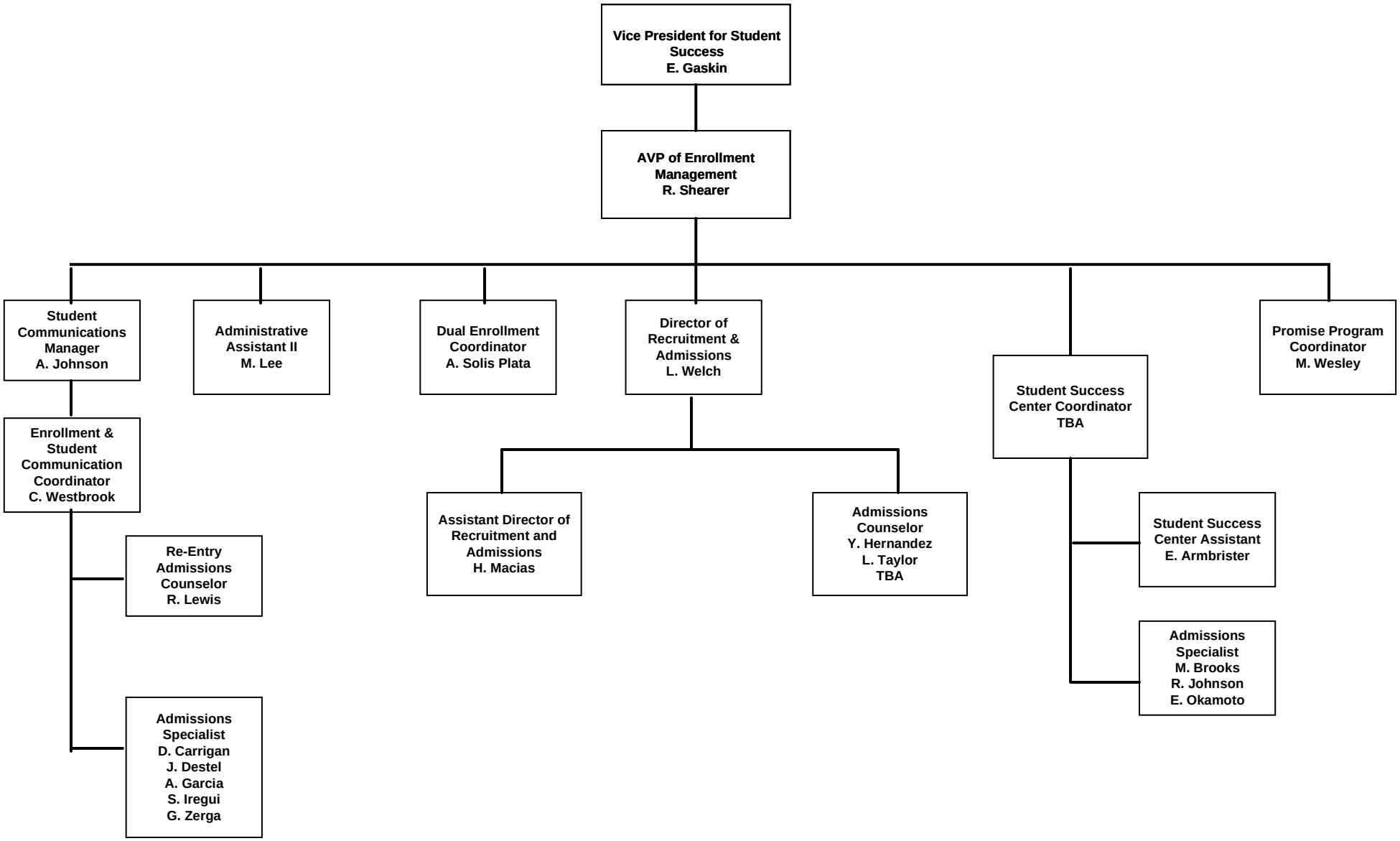
Indian River State College Organizational Chart 2026-2027
Vice President for Student Success



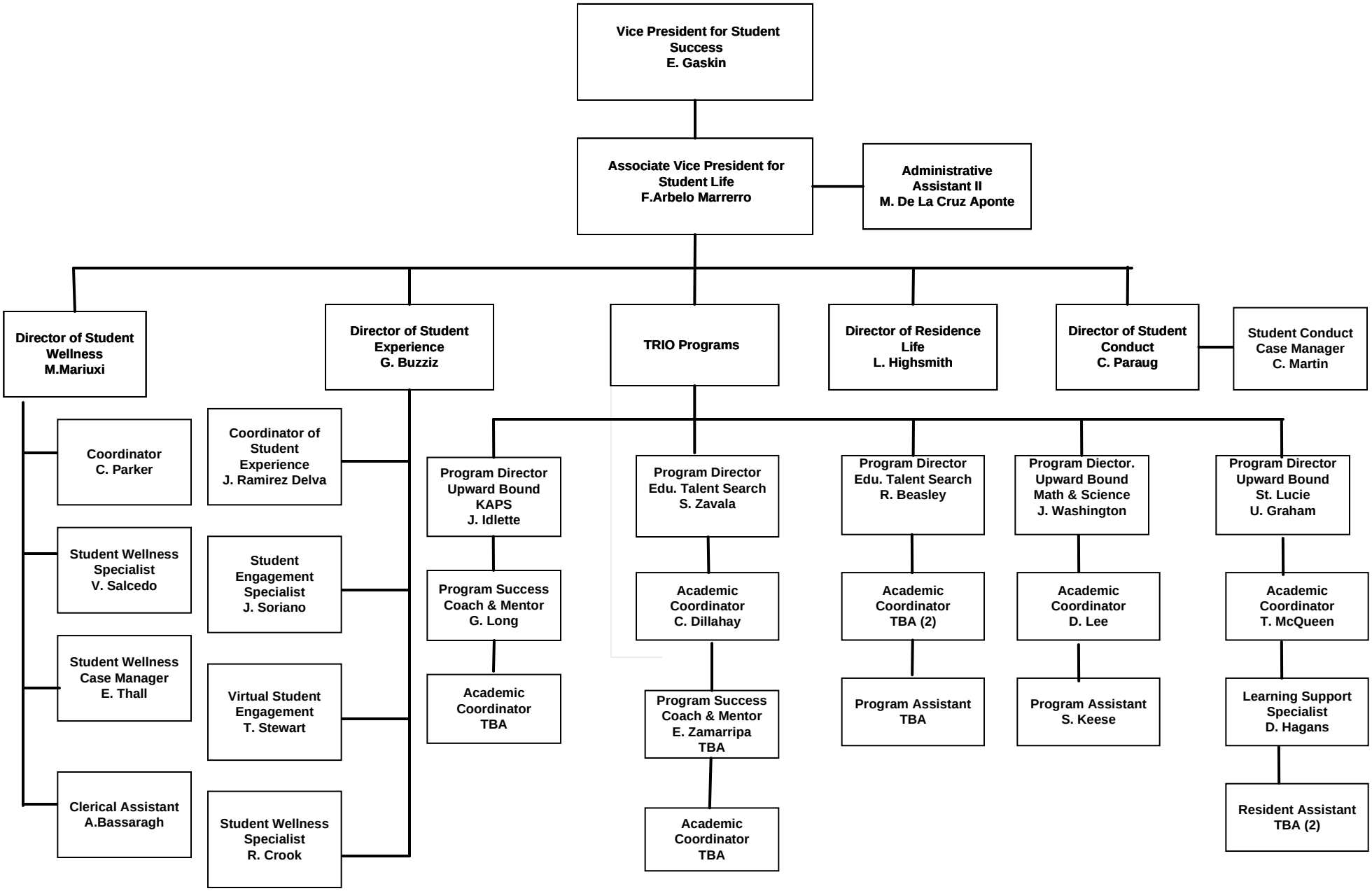
Indian River State College Organizational Chart 2026-2027
Vice President for Student Success - Advising



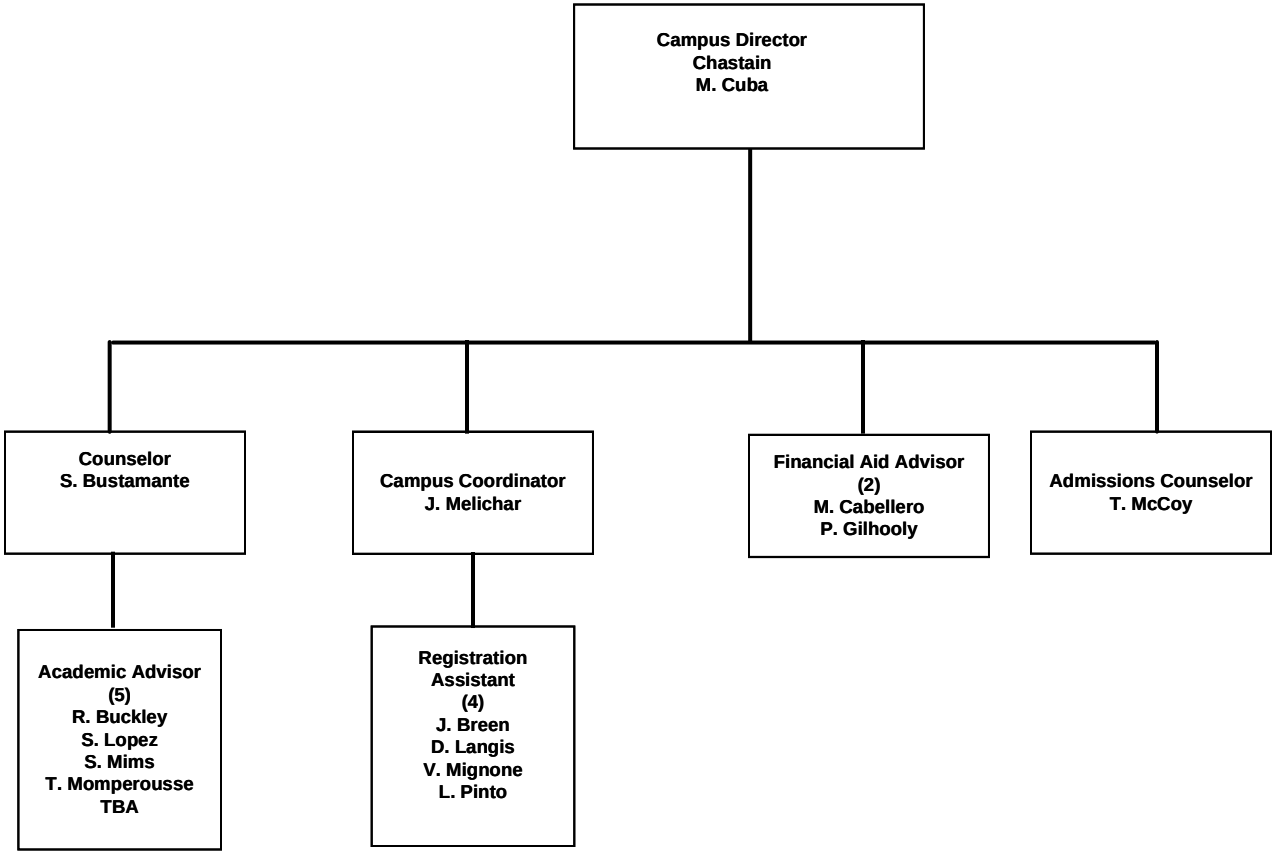
Indian River State College Organizational Chart 2026-2027
Vice President for Student Success – Enrollment Management



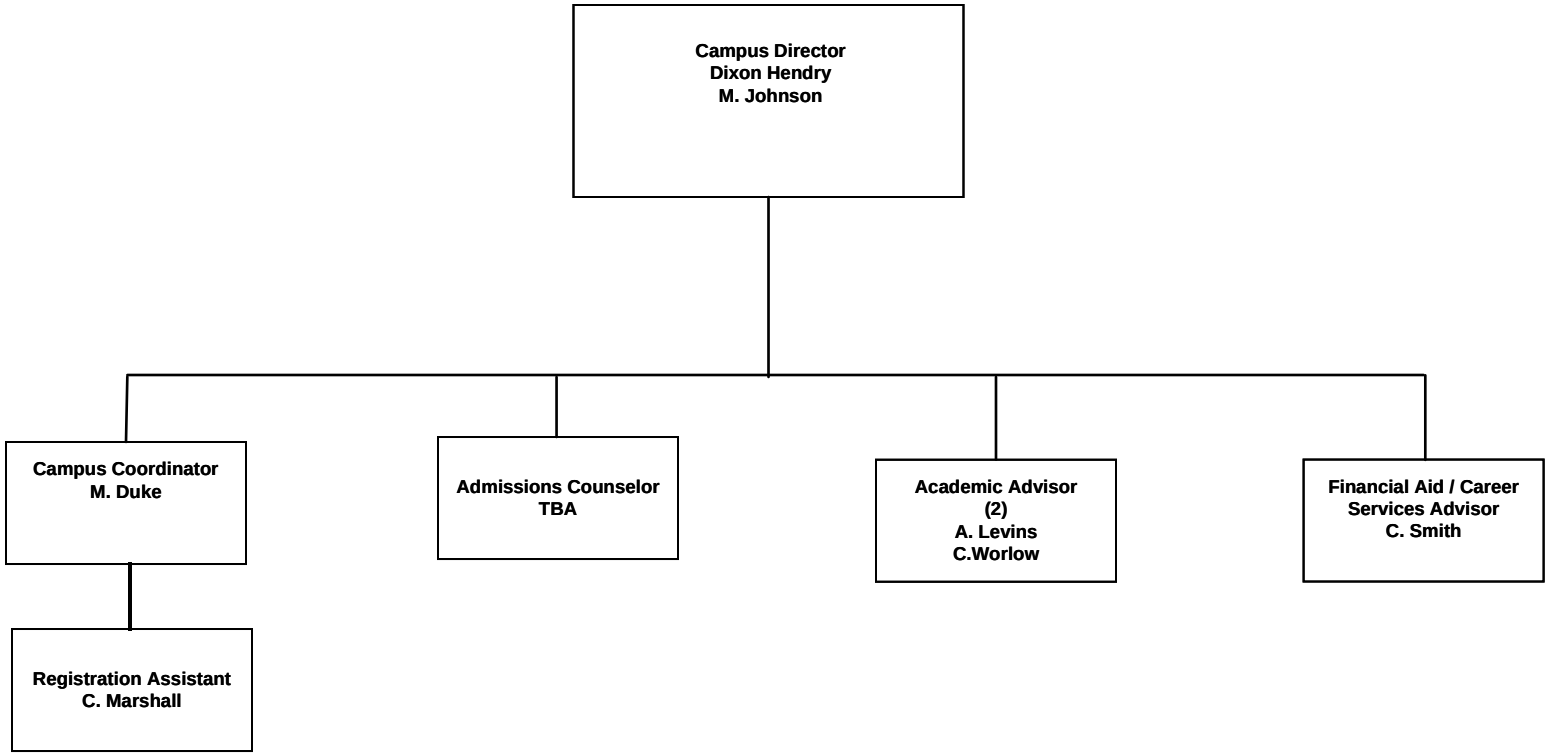
Indian River State College Organizational Chart 2026-2027
Vice President of Student Success – Student Life



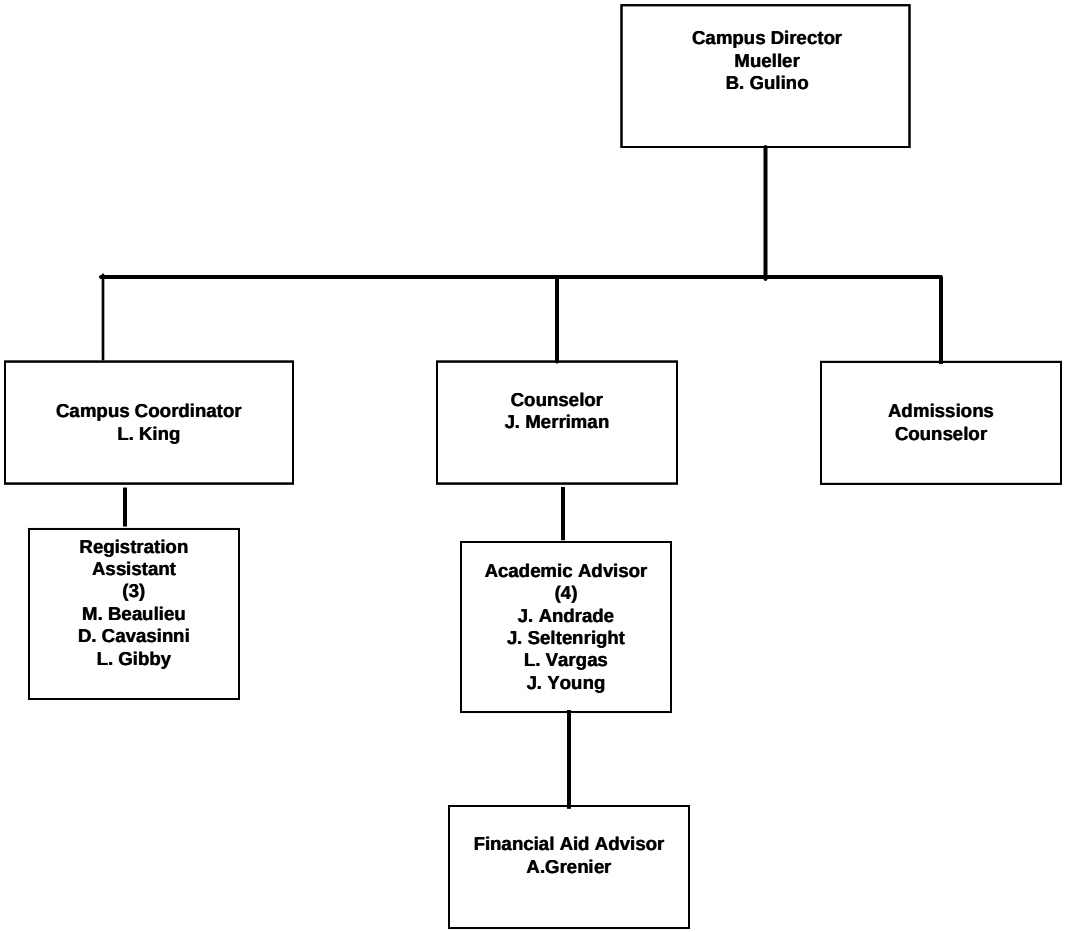
Indian River State College Organizational Chart 2026-2027
Chastain Campus



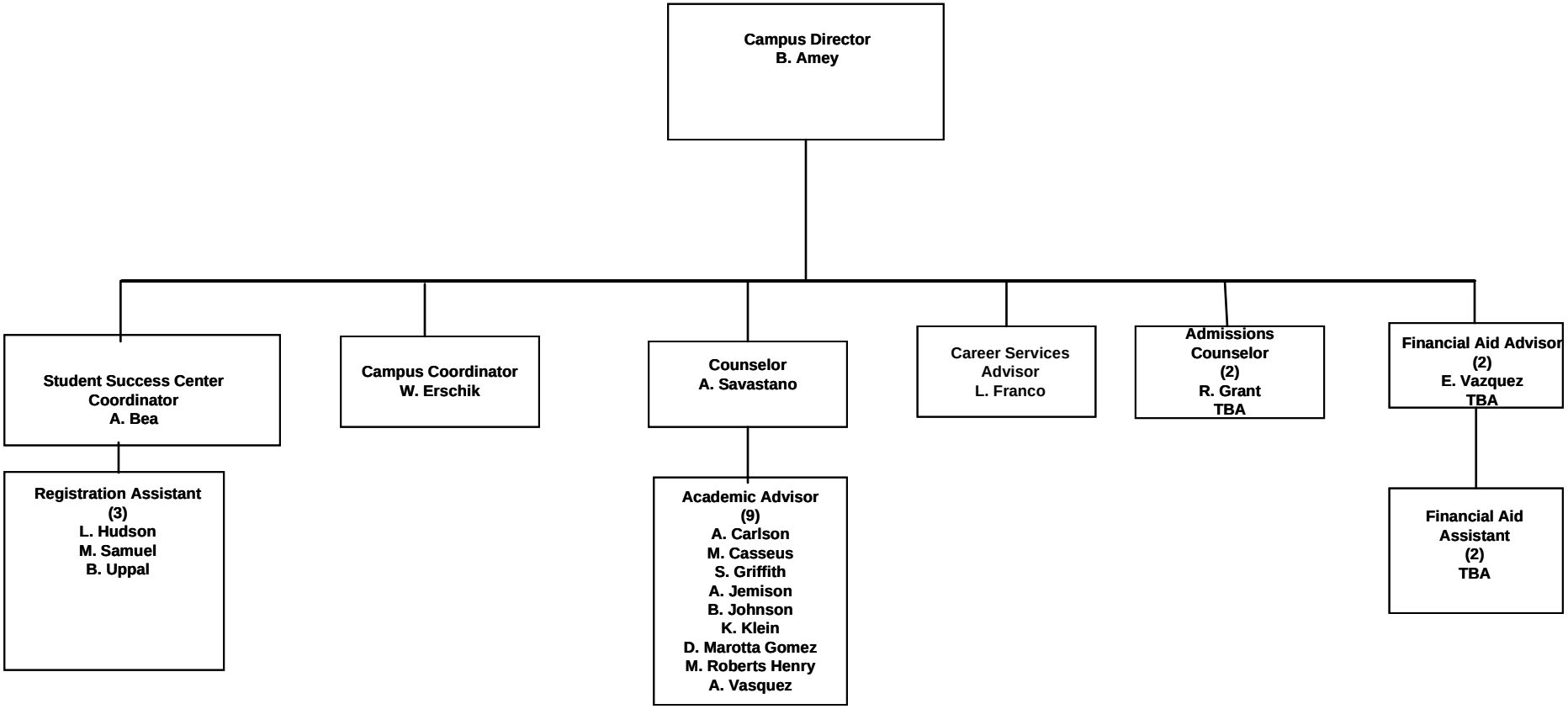
Indian River State College Organizational Chart 2026-2027
Dixon Henry Campus



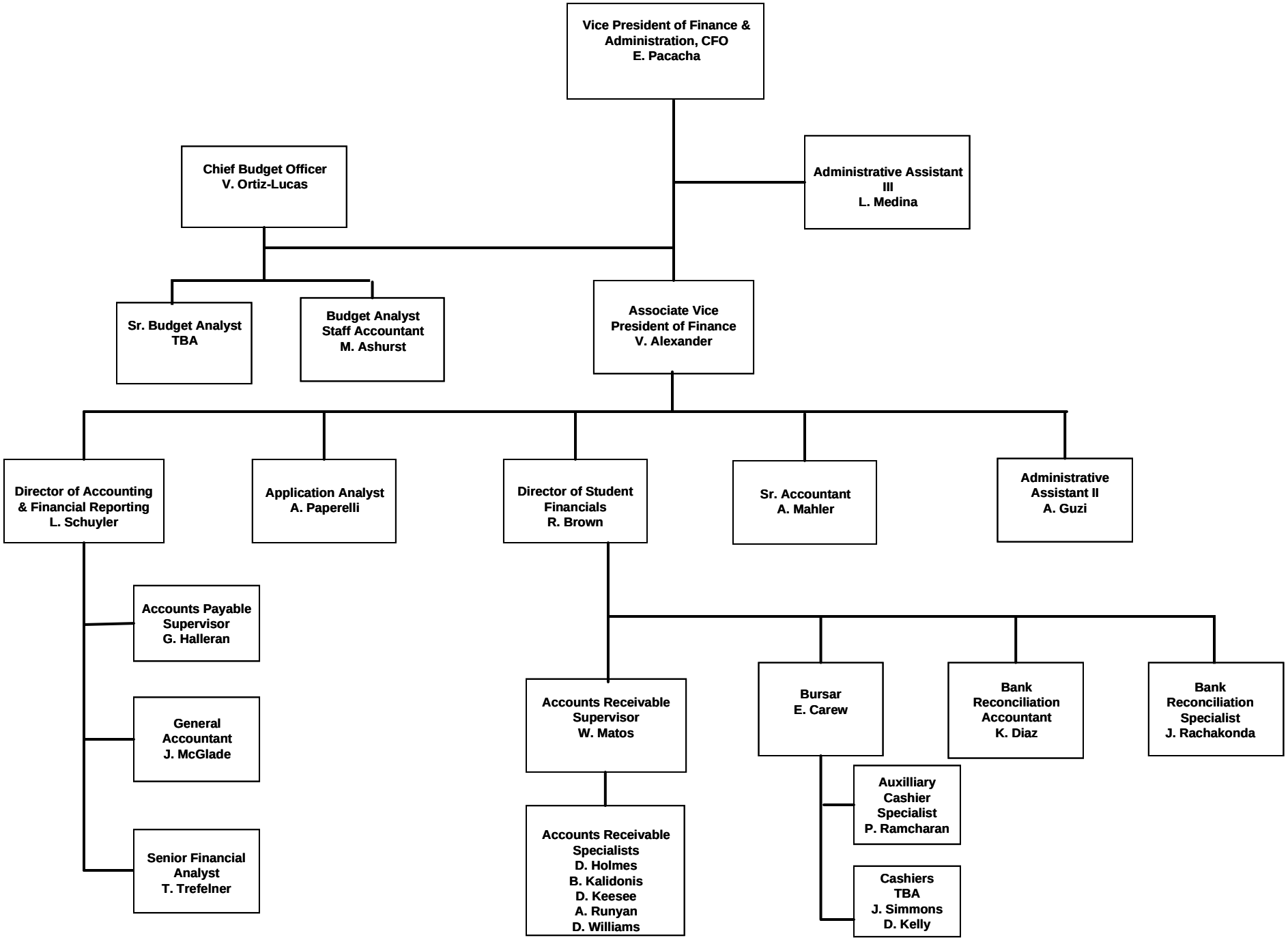
Indian River State College Organizational Chart 2026-2027
Mueller Campus



Indian River State College Organizational Chart 2026-2027
Pruitt Campus



Indian River State College Organizational Chart 2026-2027
Vice President of Administration & Finance, CFO



Indian River State College Organizational Chart 2026-2027
Associate Vice President of Capital Planning, Projects & Facilities

AVP of Capital Planning, Projects & Facilities
A. Quinn

Administrative Assistant II
B. Romance

HVAC Supervisor
F. Latchman

HVAC Technician
R. Blanco
M. Johnson
L. Verdegem
TBA

Grounds Supervisor
J. Sanchez

Groundskeeper
R. Barines
U. Castro
D. Cendejas
C. Faulk
N. Fowler
N. Gamez
A. Gonzales
J. Jimenez
A. Magana
T. Moriarty
C. Merritt
B. Rhoads
J. Sumba
TBA (1)

Maintenance Supervisor
P. Morningstar

Maintenance
Y. Abdur
D. Burford
C. Campbell
W. Chillders
W. Davis
P. DiCaprio
K. Flanagan
M. Garcia
A. Harrison
C. Hilton
R. Jimenez
T. Leach
K. Rayside
R. Rivera de Jesus
J. Rodriguez
K. Rosenbaum
R. Sisco
S. Sickler
A. Slaughter

Custodial Supervisor
TBA

Custodian
J. Adger
I. Alexis
I. Almonte
S. Aquino
B. Arroyo
K. Belmont
T. Brandt
P. Desjarlais
B. Freeman
J. Gardiner
A. Glover
D. G-Candelario
J. Goodspeed
M. Hardiman
M. Hernandez
T. Hobgood
B. Johnson
M. Landron
M. Longoria
M. Lopez De Chavez
M. Lugo de Nieves
E. Luna
M. Manosh
L. Marcussen
S. Mejia
S. Mensch
C. Montiel
E. Muniz
D. Newbold
Y. Perez Perdomo
E. Pizarro
P. Powers
M. Reza
C. Ruiz
A. Smiley
J. Smith
R. Streeper
L. Trejo
A. Umana
W. Wiley

Project Mgr. Facilities Operations (2)
N. Rummo
TBA

Physical Plant Coordinator
K.Romberger

Director of Facilities & Plant Operations
TBA

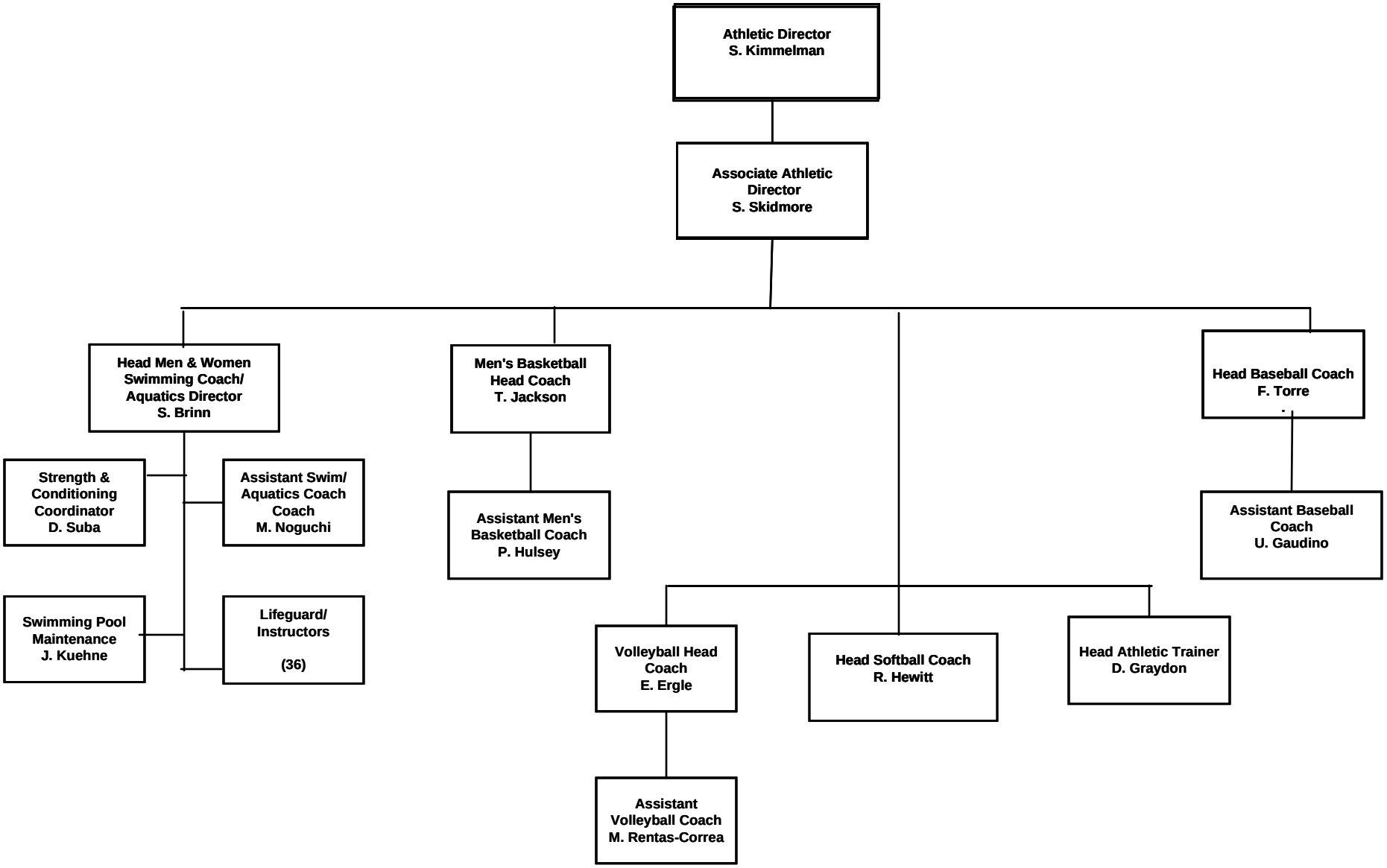
Director of Procurement
K. Wilson

Inventory Coordinator
F. Alexis

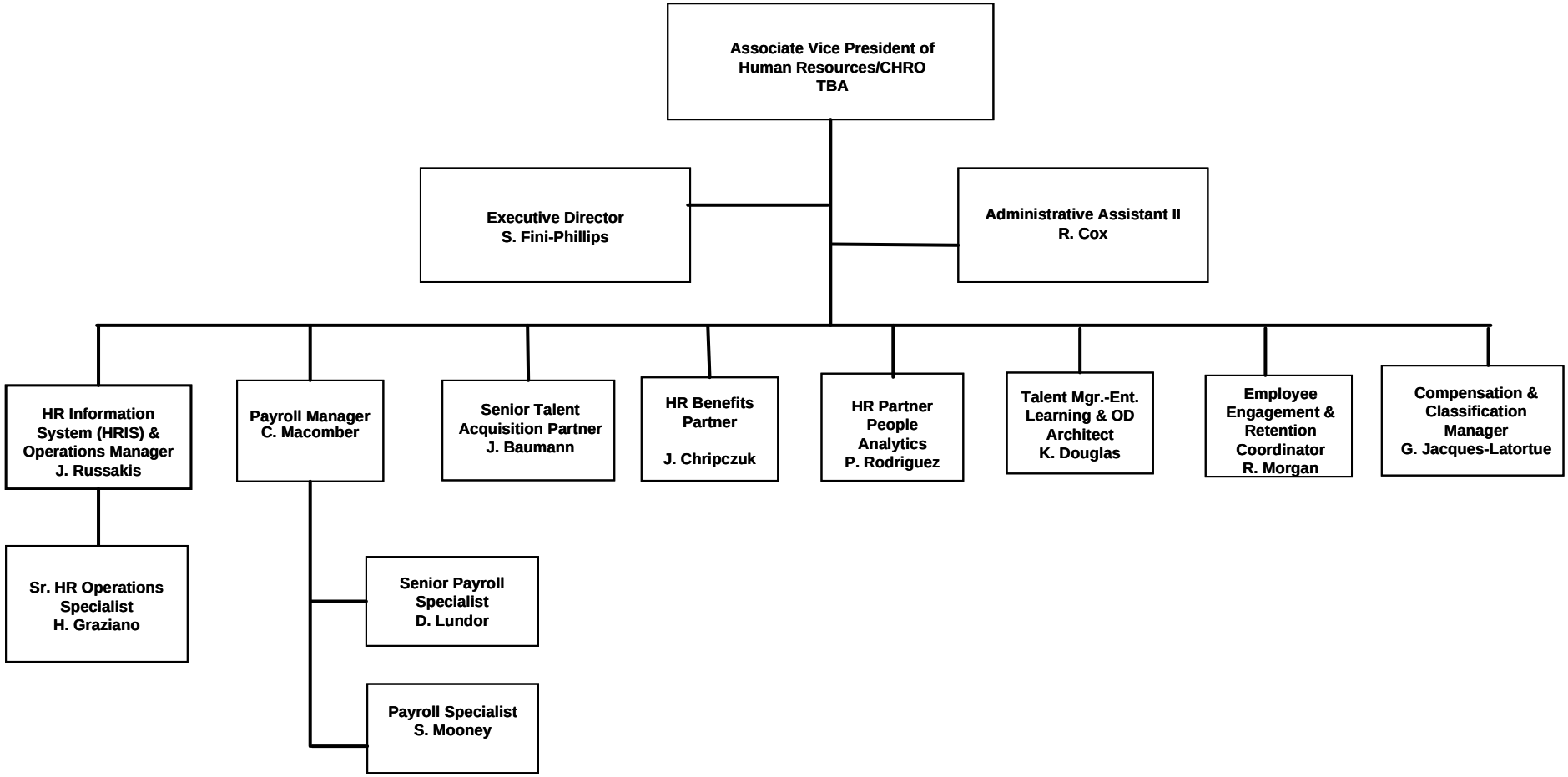
Procurement Agent
B. Coleman
M. Lee
TBA

Receiving Clerk
J. Knott
TBA

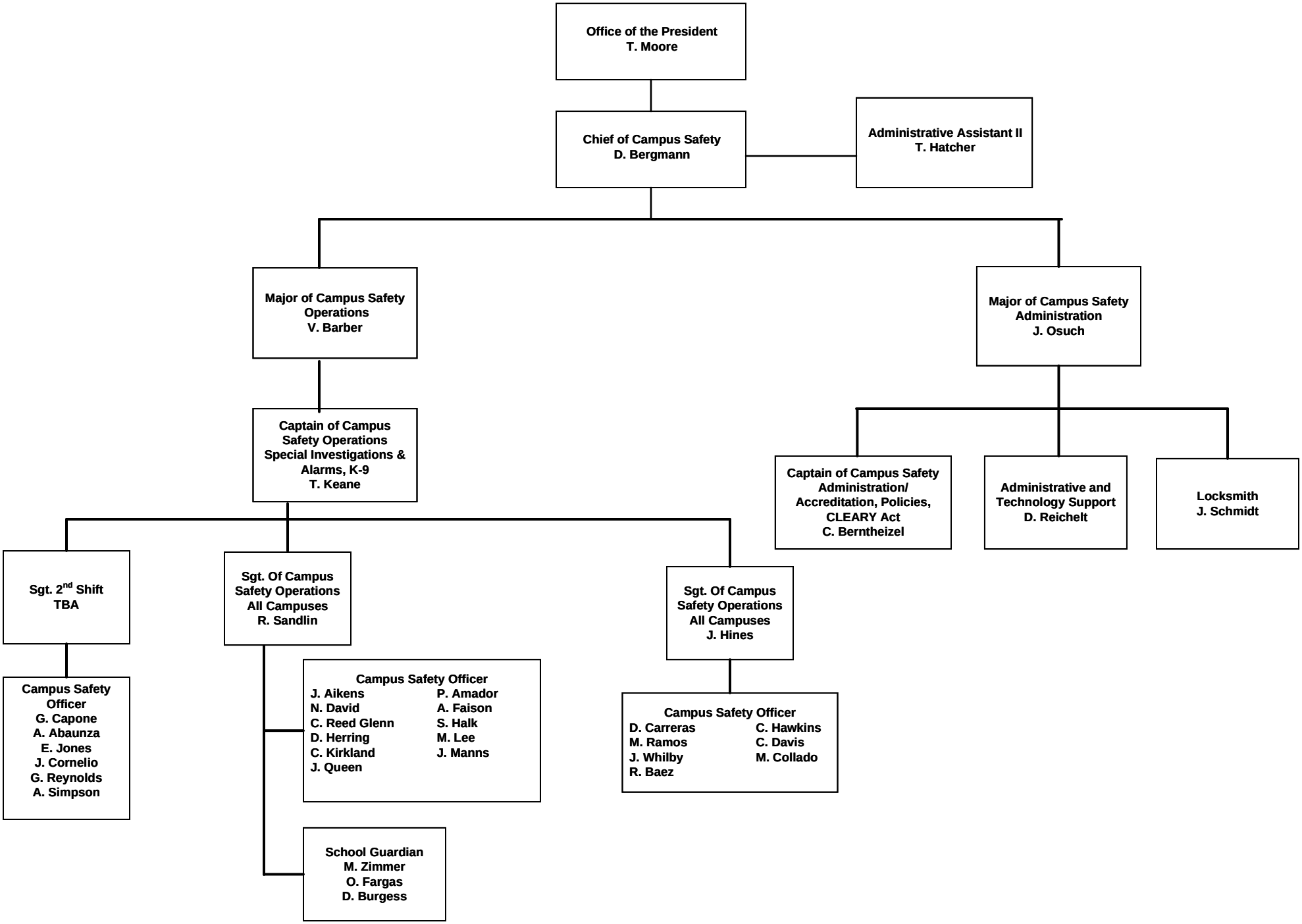
Indian River State College Organizational Chart 2026-2027
Athletics



Indian River State College Organizational Chart 2026-2027
Human Resources



Indian River State College Organizational Chart 2026-2027
Campus Security



AGENDA ITEM NO. 13f-1-13f-7

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Institute for the Professional Development for Adult Educators (IPDAE) Independent Contractor Agreements for the 2026-2027 Grant Award cycle.

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

SUMMARY: These agreements outline the services to be provided for work outlined in IPDAE's Scope of Work (SOW) for the 2026-27 grant year. All vendors are approved by the Florida Department of Education for IPDAE's SOW.

VENDOR	TERM OF CONTRACT	AMOUNT
Anne Fredette	October 1, 2026 – June 30, 2027	$4,825
Esther Jimenez	October 1, 2026 – June 30, 2027	$3,750
Bridget Parliament	October 1, 2026 – June 30, 2027	$4,825
Sullymar Reices-Irizarry	October 1, 2026 – June 30, 2027	$3,750
Soludemics, Inc.	October 1, 2026 – June 30, 2027	$249,546
Workforce Wise Solutions, LLC.	October 1, 2026 – June 30, 2027	$7,500
Ramin Yazdanpanah	October 1, 2026 – June 30, 2027	$19,650

Purchase orders will not be issued until the College IPDAE grant award is finalized.

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. **TERM:** October 1, 2026 – June 30, 2027
2. **FISCAL IMPACT:** All fees are covered by grant funds**.**
3. **TERMINATION TERMS:** 14 days

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 8/31/26

BOARD ACTION: DATE: 9/22/26

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

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

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

WHEREAS **Anne Fredette** (the "**Contractor**") having a principal place of business **at 6300 Audubon Drive Pensacola, FL 32504 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services**. The Contractor shall perform services as follows: **Goal 2.6 Facilitate 2 virtual courses for: Introduction to Teaching Students with Disability. Goal 3.4 Co-Present 1 IPDAE Webinar** to be provided in accordance with the Contractor's Proposal dated **8/10/2026 [Based on Proposal # 08102026]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule**. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual; IRSC 3209 Virginia Ave. Fort Pierce, FL 34981**

3. **Term**. The provision of services under this Agreement shall commence on **8/17/2026** and will terminate on **6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration**. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows**: Four-Thousand Eight-Hundred Twenty-Five and No/100 Dollars ($4,825.00)** and under no circumstances whatsoever shall the fee exceed**,**
Four-Thousand Eight-Hundred Twenty-Five and No/100 Dollars ($4,825.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements**. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

_____

Printed Name and Title

_____

Email Address

_____

Phone Number

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

Anne Fredette
Contractor/Vendor/Supplier Name

Anne Fredette
Signature

Anne Fredette, Facilitator
Name and Title

3503 Poinciana St.
Address

Naples, Fl. 34105
City, State, Zip

ss# 595-62-3754
Unique Entity ID (sam.gov) or Tax ID

8/25/26
Date

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

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

RECOMMENDED BY:

Administrator's Signature

Tammy Serrano / Program Director

Name and Title

Indian River State College - IPDAE

College/Department

08/28/2026

Date

APPROVED BY:

Dr. Timothy Moore, President

_ Name and Title

Date

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

Anna Fredette

Exhibit A

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only one section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor	YES	NO
1. Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ **Treat as Ind. Cont.**	☑ **Go to #2**
N/A 2. Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ **Treat as an Employee**	☑ **Go to #3**
3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ **Treat as Ind. Cont.**	☐ **Treat as an Employee**

B. Researcher	YES	NO
(Researchers hired to perform services for a College department are initially presumed to be employees of the College.)		
N/A 1. Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ **Treat as Employee**	☐ **Go to #2**
2. Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ **Treat as Ind. Cont.**	☐ **See #1**

C. Individuals Not Covered Under Sections 2A or 2B	YES	NO
1. Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ **Treat as Ind. Cont.**	☐ **Go to #2**

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Anne Fredette
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

6300 Audubon Drive
(Service Provider's Mailing Address)

Pensacola (City) FL. (State) 32504 (Zip Code)

Specific service to be provided:
Facilitating 2 virtual courses. These courses are to provide an introduction to "Teaching Students with Disabilities".

Location where services will be provided: Virtual

Start Date: 8/17/2026 End Date: 6/30/2027

Fee is based on: ✓ Fixed Fee ____ Hourly Rate ____ Cost per unit ____ Other ____ Total Fee: $ 4,825.00 ($2,250/course)

Name of Individual or Business to Perform Services: Anne Fredette

Name of Department Representative: Tamara Serrano **Phone # of Department Representative:** _____

Human Resources Approval: Julie Russakis **Date:** 8/10/2026

Human Resources Notes: **Positives / Negatives**

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

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

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

WHEREAS **Esther Jimenez** (the "**Contractor**") having a principal place of business **at 614 Woodland Creek Blvd., Kissimmee, FL 34744 USA** is qualified to provide the services required by the College.

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

1. Scope of Services. The Contractor shall perform services as follows: **Goal 2.5 Facilitate 1 Teaching Adult ESOL in Corrections Course to** be provided in accordance with the Contractor's Proposal dated 8/28/2026 **[Based on Proposal # [08282026**]] attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. Schedule. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual; IRSC3209 Virginia Avenue, Fort Pierce, FL 34981**.

3. Term. The provision of services under this Agreement shall commence on **Full Execution of this Agreement** or **9/1/2026** and will terminate on **6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. Remuneration. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows**: Three-Thousand Seven-Hundred Fifty and No/100 Dollars ($3,750.00)** and under no circumstances whatsoever shall the fee exceed**, Three-Thousand Seven-Hundred Fifty and No/100 Dollars ($3,750.00.** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

11. Compliance with Florida Law and College Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Contractor shall also comply with all applicable College policies of IRSC District Board of Trustees, and all federal guidelines including 2 CFR 200. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Contractor shall provide proof of background checks upon request by the College. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any, of the below conditions are included in a written contract, that condition or term is considered null and void.
a. Any requirement that the College hold harmless another person or entity;
b. Any requirement that the College or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
c. Any requirement that the College agree to limit liability of another person or entity for bodily injury, death, or property damage;
d. Any conflict with Florida law or associated rules under state statute. Florida's Information Protection Act (FIPA) of 2014 and S.B. 1864 "Consumer Data Privacy" and
e. Any State Board of Education (SBE)rules located in the Florida Administrative Code (FAC).

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

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

any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

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

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

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

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

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

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

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

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

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

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

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the

College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

Esther Jimenez, Subject Matter Expert

Printed Name and Title

jimeneze1216@gmail.com

Email Address

321-333-0084

Phone Number

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

Esther Jimenez

Contractor/Vendor/Supplier Name

Esther Jimenez

Signature

Esther Jimenez, Subject Matter Expert

Name and Title

614 Woodland Creek Blvd Kissimmee FL 34744 United

Address

Kissimmee, FL 34744

City, State, Zip

83 4249075

Unique Entity ID (sam.gov) or Tax ID

August 28, 2026

Date

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

INDIAN RIVER STATE COLLEGE

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

RECOMMENDED BY:

_____
Administrator's Signature

Tamara Serrano / Program Director

_____
Name and Title

IPDAE- Institute for the Professional Development of Adult Educators

_____
College/Department

08/28/2026
Date

APPROVED BY:

_____
Dr. Timothy Moore, President

_____
Name and Title

_____
Date

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

Esther Jiminez

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only <u>one</u> section, A, B, or C, depending on the services to be performed by the individual.)

A.	**Lecturer/Instructor**	**YES**	**NO**
1.	Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ **Treat as Ind. Cont.**	☐ **Go to #2**
2.	Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ **Treat as an Employee**	☐ **Go to #3**
3.	Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ **Treat as Ind. Cont.**	☐ **Treat as an Employee**

B.	**Researcher** (Researchers hired to perform services for a College department are initially presumed to be employees of the College.)	**YES**	**NO**
1.	Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ **Treat as Employee**	☐ **Go to #2**
2.	Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ **Treat as Ind. Cont.**	☐ **See #1**

C.	**Individuals Not Covered Under Sections 2A or 2B**	**YES**	**NO**
1.	Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ **Treat as Ind. Cont.**	☐ **Go to #2**

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Esther Jiminez
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

614 Woodland Creek Blvd. Kissimmee FL. 34744
(Service Provider's Mailing Address) (City) (State) (Zip Code)

Specific service to be provided:

Location where services will be provided: _____

Start Date: 9/1/26 End Date: 6/30/27

Fee is based on: ✓ Fixed Fee ____ Hourly Rate ____ Cost per unit ____ Other ____ Total Fee: $ 3,750.00

Name of Individual or Business to Perform Services: Esther Jiminez

Name of Department Representative: Tamara Serrano **Phone # of Department Representative:** _____

Human Resources Approval: Julie Russal **Date:** 8/28/26

Human Resources Notes: **Positives / Negatives**

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

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

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

WHEREAS **Bridget Parliament** (the "**Contractor**") having a principal place of business **at 6300 Audubon Drive Pensacola, FL 32504 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services**. The Contractor shall perform services as follows: **Goal 2.6 Facilitate 2 virtual courses for: Introduction to Teaching Students with Disability. Goal 3.4 Co-Present 1 IPDAE Webinar** to be provided in accordance with the Contractor's Proposal dated **8/10/2026 [Based on Proposal # 08102026]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule**. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual; IRSC 3209 Virginia Ave. Fort Pierce, FL 34981**

3. **Term**. The provision of services under this Agreement shall commence on **8/17/2026** and will terminate on **6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration**. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows**: Four-Thousand Eight-Hundred Twenty-Five and No/100 Dollars ($4,825.00)** and under no circumstances whatsoever shall the fee exceed**,**
Four-Thousand Eight-Hundred Twenty-Five and No/100 Dollars ($4,825.00) The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements**. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

_____
Printed Name and Title

_____
Email Address

_____
Phone Number

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

Bridget Parliament
Contractor/Vendor/Supplier Name

B. Par
Signature

Bridget Parliament (Facilitators)
Name and Title

2612 Poinciana Drive
Address

Naples, FL. 34105
City, State, Zip

595-62-3120
Unique Entity ID (sam.gov) or Tax ID

_____
Date

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

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

RECOMMENDED BY:

Administrator's Signature

Tammy Serrano / Program Director

Name and Title

Indian River State College - IPDAE

College/Department

08/28/2026

Date

APPROVED BY:

Dr. Timothy Moore, President

Name and Title

Date

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

Bridget Parliament

Exhibit A

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only one section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor	YES	NO
1. Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ **Treat as Ind. Cont.**	☐ **Go to #2**
2. Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ **Treat as an Employee**	☐ **Go to #3**
3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ **Treat as Ind. Cont.**	☐ **Treat as an Employee**

B. Researcher (Researchers hired to perform services for a College department are initially presumed to be employees of the College.)	YES	NO
1. Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ **Treat as Employee**	☐ **Go to #2**
2. Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ **Treat as Ind. Cont.**	☐ **See #1**

C. Individuals Not Covered Under Sections 2A or 2B	YES	NO
1. Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ **Treat as Ind. Cont.**	☐ **Go to #2**

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Bridget Parliament
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

6300 Audubon Drive
(Service Provider's Mailing Address)

Pensacola (City) FL (State) 32504 (Zip Code)

Specific service to be provided:
Facilitating 2 virtual courses. These courses are to provide an introduction to "Teaching Students with Disabilities".

Location where services will be provided: Virtual

Start Date: 8/17/2026 End Date: 6/30/2027

Fee is based on: ✓ Fixed Fee ____ Hourly Rate ____ Cost per unit ____ Other ____ Total Fee: $4,825.00 ($2,250/course)

Name of Individual or Business to Perform Services: Bridget Parliament

Name of Department Representative: Tamara Serrano **Phone # of Department Representative:** _____

Human Resources Approval: Julie Russakis **Date:** 8/10/2026

Human Resources Notes: **Positives / Negatives**

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

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

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

WHEREAS **Sullymar Reices-Irizarry** (the "**Contractor**") having a principal place of business **at 2412 Braemar Dr., Kissimmee, FL 34743 USA** is qualified to provide the services required by the College.

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

1. Scope of Services. The Contractor shall perform services as follows: **Goal 2.3 Facilitate 1 Introduction to Teaching Adult Literacy Course to** be provided in accordance with the Contractor's Proposal dated 8/28/2026 **[Based on Proposal # [08282026**]] attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. Schedule. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual; IRSC3209 Virginia Avenue, Fort Pierce, FL 34981**.

3. Term. The provision of services under this Agreement shall commence on **Full Execution of this Agreement** or **9/1/2026** and will terminate on **6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. Remuneration. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows**: Three-Thousand Seven-Hundred Fifty and No/100 Dollars ($3,750.00)** and under no circumstances whatsoever shall the fee exceed**, Three-Thousand Seven-Hundred Fifty and No/100 Dollars ($3,750.00.** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:

a. Require the Contractor to work exclusively for the College; and

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

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

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

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

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

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

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

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

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

any contract by the College with any third party on which this Agreement substantially depends is terminated or the College is unable for any other reason to provide services for to the party/parties to that contract.

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

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

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

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

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

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

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

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

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

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

22. Relief the College May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 23 of this Agreement, it would be difficult to determine the damages the College would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 23 of this Agreement, the College will be entitled to an Order for injunction relief and/or for specific performance, or their equivalent, from a court, including requirements that the Contractor take action or refrain from action to preserve the secrecy of the

College's Confidential Information and to protect the College from additional damages, and the Contractor agrees the College does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

Sullymar Reices-Irizarry

Printed Name and Title

reicesis@osceola.k12.fl.us

Email Address

407-666-0705

Phone Number

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

Sullymar Reices-Irizarry

Contractor/Vendor/Supplier Name

Sullymar Reices-Irizarry

Signature

Sullymar Reices-Irizarry, Subject Matter Expert/Trainer

Name and Title

2412 Braemar dr

Address

Kissimmee, FL,34743

City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

8/28/2026

Date

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

INDIAN RIVER STATE COLLEGE

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

RECOMMENDED BY:

_____
Administrator's Signature

Tamara Serrano / Program Director
_____
Name and Title

IPDAE- Institute for the Professional Development of Adult Educators
_____
College/Department

08/28/2026
_____
Date

APPROVED BY:

_____
Dr. Timothy Moore, President

_____
Name and Title

_____
Date

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

Sullymar Reices-
Irizarry

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only <u>one</u> section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor	YES	NO
1. Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ **Treat as Ind. Cont.**	☐ **Go to #2**
2. Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ **Treat as an Employee**	☐ **Go to #3**
3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ **Treat as Ind. Cont.**	☐ **Treat as an Employee**

B. Researcher (Researchers hired to perform services for a College department are initially presumed to be employees of the College.)	YES	NO
1. Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ **Treat as Employee**	☐ **Go to #2**
2. Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ **Treat as Ind. Cont.**	☐ **See #1**

C. Individuals Not Covered Under Sections 2A or 2B	YES	NO
1. Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ **Treat as Ind. Cont.**	☐ **Go to #2**

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Sullymar Reices-Irizarry
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

2412 Braemar Dr. (Service Provider's Mailing Address) | Kissimmee (City) | FL (State) | 34743 (Zip Code)

Specific service to be provided:
See Attached contract

Location where services will be provided: _____

Start Date: 9/1/2026 End Date: 6/30/2027

Fee is based on: ✓ Fixed Fee ____ Hourly Rate ____ Cost per unit ____ Other ____ Total Fee: $ 3,750.00

Name of Individual or Business to Perform Services: Sullymar Reices-Irizarry

Name of Department Representative: Tamara Serrano **Phone # of Department Representative:** _____

Human Resources Approval: Julie Russoah **Date:** 8/28/26

Human Resources Notes: **Positives / Negatives**

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated July 1, 2026 by and between: DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE, located at 3209 VIRGINIA AVENUE, FORT PIERCE, FLORIDA 34981 (hereinafter referred to as the "COLLEGE") and ' a SOLUDEMICS, INC. authorized to do business in the State of Florida, with a business address of 6752 W. Gulf to Lake Hwy, Crystal River, Florida 34429 (hereinafter referred to as the "CONTRACTOR"). COLLEGE and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COLLEGE and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On July 1, 2026, the COLLEGE awarded this agreement to CONTRACTOR and authorized the proper COLLEGE officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.2 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the Institute for Professional Development of Adult Educators (IPDAE) 2026-2027 State Leadership Grant Amendment as more particularly described in Exhibit "A" attached hereto. CONTRACTOR agrees to do everything required by this Agreement, and Addenda to this Agreement.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to COLLEGE, with full knowledge that COLLEGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the COLLEGE promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the COLLEGE.

2.5 CONTRACTOR shall not utilize the services of any sub-consultant without the prior written approval of COLLEGE.

2.6 CONTRACTOR shall perform all services in this contract in compliance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirements standards to receive federal reimbursement funding. The Contractor must comply with 2 CFR 200.318 (J) (2), regarding time and materials contracts. Specifically, "non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Any of the mandatory Federal flow-down clauses incorporated into Section 2.6 that are not applicable to this agreement are considered self deleting.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services identified in Article 2 within the time frame set forth in Exhibit "A", attached hereto and incorporated herein by reference. Minor adjustments to the timetable for completion approved by COLLEGE Manager in advance, in writing, will not constitute non-performance by CONTRACTOR per this Agreement.

3.2 This Agreement may be terminated by either party for cause, or by the COLLEGE for convenience, upon seven (7) days' written notice by the COLLEGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the COLLEGE against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of COLLEGE and shall be delivered by CONTRACTOR to COLLEGE immediately.

3.3 This Agreement shall take effect as of the date of execution as shown herein below and shall be completed within June 30, 2027.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONTRACTOR shall be entitled to invoice COLLEGE on a monthly basis for services performed set forth in the Fee Schedule referenced hereinto as Exhibit “B”. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by COLLEGE. The compensation shall not exceed Two Hundred Forty Nine Thousand Five Hundred Forty Six Dollars and Zero Cents ($249,546.00).

4.2 COLLEGE will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

Soludemics, Inc.
6752 W. Gulf to Lake Hwy
Crystal River, Florida 34429

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 COLLEGE or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under

this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the COLLEGE's policies and procedures, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and save harmless and defend the COLLEGE, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the COLLEGE or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONTRACTOR, its agents, servants or employees in the performance under this

Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify COLLEGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the COLLEGE to the extent that it is based on a claim that products or services furnished to COLLEGE by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The COLLEGE's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the COLLEGE hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7
INSURANCE

7.1 The CONTRACTOR shall indemnify and hold harmless the COLLEGE and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COLLEGE or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COLLEGE, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COLLEGE or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the COLLEGE nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractors has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the COLLEGE's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the COLLEGE thirty (30) days' notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the COLLEGE thirty (30) days' notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the COLLEGE. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to COLLEGE for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. The COLLEGE must be shown as an additional insured with respect to this coverage. The COLLEGE's

additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A - Statutory
2. Employers Liability: Coverage B $100,000 Each Accident
   $500,000 Disease - Policy Limit
   $100,000 Disease - Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide COLLEGE proof of such exemption along with a written request for COLLEGE to exempt CONTRACTOR, written on CONTRACTOR letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

7.6.5 Sexual Abuse may not be excluded from any policy. [When applicable].

7.7 REQUIRED ENDORSEMENTS

7.7.1 The COLLEGE shall be named as an Additional Insured on each of the General Liability policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the COLLEGE.

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the COLLEGE.
7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the COLLEGE.

7.7.6 The COLLEGE shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONTRACTOR shall name the COLLEGE, as an additional insured on each of the General Liability policies required herein and shall hold the COLLEGE, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the COLLEGE as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to COLLEGE. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.10 The COLLEGE reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the COLLEGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further those administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with COLLEGE, State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the COLLEGE, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the COLLEGE and the COLLEGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

VENUE

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in St. Lucie County, Florida.

ARTICLE 10
PUBLIC RECORDS

10.1 The COLLEGE is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the COLLEGE to perform the service;

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

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the COLLEGE; and

10.1.4 Upon completion of this Agreement, CONTRACTOR shall transfer to the COLLEGE, at no cost to the COLLEGE, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the COLLEGE, upon request from the COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of the COLLEGE.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the COLLEGE may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

ARTICLE 11

MISCELLANEOUS

11.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of COLLEGE whether or not the project for which they are made is completed. COLLEGE hereby agrees to use CONTRACTOR's work product for its intended purposes.

11.2 Records. CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by COLLEGE and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by COLLEGE of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

11.3 E-Verify: Pursuant to State of Florida Executive Order Number 11-116, the CONTRACTOR is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the Agreement term. Also, CONTRACTOR shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the Agreement term. In accordance with section 448.095, F.S. by executing this Agreement, the CONTRACTOR certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095.

11.4 Assignments: Amendments. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of COLLEGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires COLLEGE approval. However, this Agreement shall run to the benefit of COLLEGE and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COLLEGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and COLLEGE designate the following as the respective places for giving of notice:

COLLEGE

Copy To:

Indian River State College
Attn: Tamara Serrano – IPDAE Director
3209 Virginia Ave
Fort Pierce, FL 34981
(772) 462-4209
tserrano@irsc.edu

CONTRACTOR

Soludemics, Inc.
Attn: Joseph Reed - President
6752 W. Gulf to Lake Hwy
Crystal River, FL 34429
(352) 527-9383
jreed@soludemics.com

11.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.9 Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the COLLEGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

11.12 Legal Representation. It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.13 Counterparts and Execution. This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.14 Scrutinized Companies. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the COLLEGE may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

11.15 Waiver. Failure of COLLEGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.16 Attorneys' Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

11.17 Protection of COLLEGE Property. At all times during the performance of this Agreement, CONTRACTOR shall protect COLLEGE's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.18 Compliance with Statutes. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local, state, and federal agencies as applicable.

11.19 Bankruptcy. It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.20 Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the District Board of Trustees of Indian River State College in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.21 Taxes. The College, as an agency of the State of Florida, represents that it is a tax immune sovereign and exempt from the payment of all sales, use and excise taxes. Contractor will be responsible for payment of any and all federal, state, and local taxes, permits, or assessments incurred as a result of the Contract, if any.

11.22 Uncontrollable Forces. Neither COLLEGE nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.22.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

11.23 Non-Discrimination & Equal Opportunity Employment. During the performance of this Agreement, the CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services. The CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

COLLEGE:

COLLEGE:	CONTRACTOR:
	8/27/2026
Signature of Authorized Representative and Date	Signature of Authorized Representative and Date
	Joseph Reed
Print Name	Print Name

EXHIBIT A
SCOPE OF SERVICES

IPDAE / SOLUDEMICS - CONTRACTED SERVICES

Definition of Work / Deliverables:

This work supports development, integration, maintenance, consulting, coordination, and support of the IPDAE operations and platform with technical and operational assistance and resources.

- **Goal 1.1 Support Services** ($190,796)**:**
  - **Technical Director/Webmaster** - Resource and assistance for managing the web-based platform including technical consulting.
  - **Resource and Content Management - C**hanges and updates for Lesson Plans, Workbooks and all the Resource Materials for Trainers and users as needed. Website adjustments.
  - **Data Loading** which provides the importing of event attendance data into the platform database. Event data is also loaded and managed via data entry that is made available to users.
  - **Reporting and Analytics** which provides data report extracts that are disseminated as required. Additionally, website statistical data is reviewed and analyzed on a continual basis.
  - **Webinars –** Technical Moderation Services. PD Events Technical Moderation, Setup and Support. Technical Events Technical Moderation, Setup and Support.
  - **Workshops –** Platform content implementation and technical assistance and support services for Enhance and Expand Integrated Education and Training (IET) Programs through Workshops, Science/Social Studies RLA and Math Workshops (face-to-face and virtual). IPDAE Regional Correctional Education Workshops (face-to-face and virtual).
  - **Search Engine Optimization** (SEO) to keep the site rankings high.
  - **User Help Desk Assistance –** Aiding and responding via email and phone to address user issues related to use of the website, portal, general questions or inquiries. Technical support for e-Training modules is also provided.
  - **Electronic Direct Marketing (EDM) –** Execution of efforts to provide invitation and promotion of opportunities. Prepare, execute and manage IPDAE Listserv communications.
- **Courses / Modules –** Maintenance and support including course assistance with review, support, and Canvas LMS technical support. TABE Modules Maintenance, updates and support.
- **3rd Party Subscription Services** – Account management, integration and support of all integrated platform engagements.
- **Additional Development and Enhancement Initiatives**
  - **Goal 1.2** IET Channel Platform Enhancements ($46,000)
  - **Goal 2.9** Development of Multi-Literacy Course ($6,750)
  - **Goal 2.10** Development of Compact Professional Development (PD) Instructional Courses ($6,000)

EXHIBIT B
FEE SCHEDULE

1. Compensation will be based on activities performed during the invoice period. Total compensation for the identified activities is $249,546.00.
2. Invoices shall be submitted on a quarterly invoicing schedule.
3. Invoices shall detail work performed and services rendered to the COLLEGE including detailed deliverables.
4. All invoices shall reference the contract number and be submitted to accounts-payable@irsc.edu and copy tserrano@irsc.edu.
5. All undisputed invoices are net 30 terms.

Indian River State College

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

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

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

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

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

1. **Scope of Services**. The Contractor shall perform services as follows: **Goal 2.4 Facilitate 1 New Adult Education Administrator Courses; Goal 2.7 Online Course Revisions 1 for Goal 2.4 and Goal 5.2 Conduct 2 virtual follow-up meetings with your 2 2025-26 assigned organizations. Total of 4 meetings to** be provided in accordance with the Contractor's Proposal dated **8/28/2026 [Based on Proposal # 08282026]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. **Schedule**. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual IRSC 3209 Virginia Avenue, Fort Pierce, FL 34981.**

3. **Term**. The provision of services under this Agreement shall commence on **Full Execution of this Agreement** or **9/1/2026** and will terminate **on 6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. **Remuneration**. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Three Thousand Seven Hundred Fifty dollars No/100 ($3,750.00) for Goal 2.4 Facilitate 1 IPDAE Online Course; Seven hundred fifty dollars No/100 ($750.00) for Goal 2.7 Course Revision for Goal 2.4; Three thousand dollars No/100 ($3,000.00) for Goal 5.2 IET Coaching; and under no circumstances whatsoever shall the fee exceed, Seven thousand five hundred dollars No/100 ($7,500.00.** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice at the College's Accounts Payable office. Such invoice shall be submitted to the site administrator for forwarding to Accounts Payable and the Contractor's W-9 form.

5. **Invoicing Requirements**. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. **Independent Contractor**. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement
Yolanda Flores/CEO

Printed Name and Title
workforcewisesolutionsl@gmail.com

Email Address
(239) 404-6906

Phone Number

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

Workforce Wise Solutions, LLC

Contractor/Vendor/Supplier Name

Signature

Yolanda Flores

Name and Title
20180 Happy Dale Lane.

Address
Estero, FL 33928

City, State, Zip
93-341-2735

Unique Entity ID (sam.gov) or Tax ID
8/28/26

Date

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

INDIAN RIVER STATE COLLEGE

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

RECOMMENDED BY:

_____
Administrator's Signature

Tamara Serrano / Program Director
_____
Name and Title

IPDAE- Institute for the Professional Development of Adult Educators
_____
College/Department

08/28/2026
_____
Date

APPROVED BY:

_____
Dr. Timothy Moore, President

_____
Name and Title

_____
Date

Workforce Wise Solution

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only one section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor

		YES	NO
1.	Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ Treat as Ind. Cont.	☐ Go to #2
2.	Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ Treat as an Employee	☐ Go to #3
3.	Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ Treat as Ind. Cont.	☐ Treat as an Employee

---

B. Researcher

(Researchers hired to perform services for a College department are initially presumed to be employees of the College.)

		YES	NO
1.	Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ Treat as Employee	☐ Go to #2
2.	Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ Treat as Ind. Cont.	☐ See #1

C. Individuals Not Covered Under Sections 2A or 2B

		YES	NO
1.	Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ Treat as Ind. Cont.	☐ Go to #2

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Workforce Wise Solutions
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

20180 Happy Date Lane
(Service Provider's Mailing Address)

Estero (City) FL (State) 33928 (Zip Code)

Specific service to be provided:

See Attached Contract

Location where services will be provided: Virtual

Start Date: 9/1/26 End Date: 6/30/27

Fee is based on: ✓ Fixed Fee ___ Hourly Rate ___ Cost per unit ___ Other ___ Total Fee: $ 7,500.00

Name of Individual or Business to Perform Services: Workforce Wise Solutions

Name of Department Representative: Tamara Serrano Phone # of Department Representative: ___

Human Resources Approval: Julie Russell Date: 8/28/26

Human Resources Notes: Positives / Negatives

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

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

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

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

WHEREAS **Ramin Yazdanpanah** (the "**Contractor**") having a principal place of business **at 3612 NW 53RD TER GAINESVILLE, FL 32606 USA** is qualified to provide the services required by the College.

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

1. Scope of Services. The Contractor shall perform services as follows: **Goal 2.5 Facilitate 3 IPDAE Online Courses; Goal 2.7 (3) Course Revisions for Goals 2.1,2.3,2.4; Goal 2.8 Content Revision for Goal 2.2) to** be provided in accordance with the Contractor's Proposal dated **8/28/2026 [Based on Proposal # 08282026]**attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. Schedule. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **Virtual IRSC 3209 Virginia Avenue, Fort Pierce, FL 34981.**

3. Term. The provision of services under this Agreement shall commence on **Full Execution of this Agreement** or **9/1/2026** and will terminate **on 6/30/2027**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise

4. Remuneration. The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Eleven thousand two hundred fifty dollars No/100 ($11,250.00) for Goal 2.5 Facilitate (3) IPDAE Online Courses; Four thousand five hundred dollars No/100 ($4,500.00) for Goal 2.7 Course Revisions for Goals 2.1,2.3,2.4; Three thousand nine hundred dollars No/100 ($3,900.00) for Goal 2.8 Content Revision for Goal 2.2; and under no circumstances whatsoever shall the fee exceed, Nineteen thousand six hundred fifty dollars No/100 ($19,650.00.** The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice at the College's Accounts Payable office. Such invoice shall be submitted to the site administrator for forwarding to Accounts Payable and the Contractor's W-9 form.

5. Invoicing Requirements. The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:

a. Dates of which services were rendered
b. Detailed description of the services or activities performed
c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.

6. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.

b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.

c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement
Ramin Yazdanpanah

Printed Name and Title
raminyaz@gmail.com

Email Address

Phone Number

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

Ramin Yazdanpanah

Contractor/Vendor/Supplier Name

Ramin Yazdanpanah
Signature

Ramin Yazdanpanah

Name and Title
3612 NW 53RD TER

Address
GAINESVILLE, FL 32606

City, State, Zip

594-50-7211
Unique Entity ID (sam.gov) or Tax ID

8/28/2026
Date

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

INDIAN RIVER STATE COLLEGE

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

RECOMMENDED BY:

_____
Administrator's Signature

Tamara Serrano / Program Director

_____
Name and Title

IPDAE- Institute for the Professional Development of Adult Educators

_____
College/Department

08/28/2026
_____
Date

APPROVED BY:

_____
Dr. Timothy Moore, President

_____
Name and Title

_____
Date

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

Ramin Yazdanpanah

Indian River State College (IRSC)
Independent Contractor Determination Checklist

Before **an individual is hired as an independent contractor, the following checklist *must* be completed to help determine whether an employer/employee relationship exists. The questions provided below will assist in determining whether the individual performing services will be classified as an employee of the College for Federal, State and FICA tax purposes or as an independent contractor. Human Resources will obtain the following information from an *authorized* department representative accountable for payment of the independent contractor.**

1. Current Relationship with IRSC:

		YES	NO
A.	Does this individual currently work for Indian River State College as an employee?	☐	☑
B.	Does Indian River State College desire to hire this individual as an employee immediately following the termination of his or her services as an independent contractor?	☐	☑
C.	During the 12 months prior to the date on which the services commenced, was the individual on the IRSC payroll (regular or temporary appointment)?	☐	☑
D.	Does this individual currently work as an independent contractor or consultant for IRSC? and/or Has this individual [ever] worked as an independent contractor or consultant for IRSC or the State of Florida [within the past 12 months]?	☐	☑

---

2. Classification Guidelines (Complete only <u>one</u> section, A, B, or C, depending on the services to be performed by the individual.)

A.	**Lecturer/Instructor**	**YES**	**NO**
1.	Is the individual a "guest lecturer", e.g., an individual who lectures at only one or two class sessions? ***Note: If less than 2 weeks, No checklist required.***	☐ **Treat as Ind. Cont.**	☐ **Go to #2**
2.	Is the individual the primary instructor in a department course being offered for academic credit toward a College degree?	☐ **Treat as an Employee**	☐ **Go to #3**
3.	Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by the College?	☐ **Treat as Ind. Cont.**	☐ **Treat as an Employee**

B.	**Researcher** (Researchers hired to perform services for a College department are initially presumed to be employees of the College.)	**YES**	**NO**
1.	Will the individual perform research for a College faculty member or director under an arrangement whereby the College faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the direction of the College faculty member or director)?	☐ **Treat as Employee**	☐ **Go to #2**
2.	Will the individual serve in an advisory or consulting capacity with a College faculty member or director in a "collaboration between equals" type arrangement?	☐ **Treat as Ind. Cont.**	☐ **See #1**

C.	**Individuals Not Covered Under Sections 2A or 2B**	**YES**	**NO**
1.	Does the individual routinely provide the same or similar services outside of IRSC to the general public as part of a continuing trade or business?	☑ **Treat as Ind. Cont.**	☐ **Go to #2**

SECTION C (Continued)

	YES	NO
2. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise and/or provide significant supplies and equipment for the worker?	☐ Treat as an Employee	☑ Go to #3
3. Will the College set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?	☐ Treat as an Employee	☑ Treat as Ind. Cont.
4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?	☑ Treat as an Ind. Cont.	☐ Treat as Employee
5. Does the individual have his/her own insurance for work-related injuries?	☑ Treat as Ind. Cont.	☐ Go to #6
6. Does the individual provide similar services to other clients?	☑ Treat as an Ind. Cont.	☐ Treat as Employee

3. General Information

Ramin Yazdanpanah
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

3612 NW 53rd Terrace
(Service Provider's Mailing Address)

Gainesville
(City)

FL
(State)

32606
(Zip Code)

Specific service to be provided:
See Attached Contract

Location where services will be provided: Virtual

Start Date: 9/1/26 End Date: 6/30/27

Fee is based on: ✓ Fixed Fee ____ Hourly Rate ____ Cost per unit ____ Other ____ Total Fee: $ 19,650.-

Name of Individual or Business to Perform Services: Ramin Yazdanpanah

Name of Department Representative: Tamara Serrano **Phone # of Department Representative:** _____

Human Resources Approval: Julie Russali **Date:** 8/28/26

Human Resources Notes: **Positives / Negatives**

AGENDA ITEM NO. 13g

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Interlocal Agreement Commercial Driver's License Training between Indian River State College and Fort Pierce Utilities Authority

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

SUMMARY:
This agreement identifies the roles, responsibilities and relationship between IRSC and the Fort Pierce Utilities Authority for providing Commercial Driver License (CDL) Evaluation, Training, and Testing Services.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** July 1, 2025 - June 30, 2028
1. **FISCAL IMPACT:** Projected revenue estimated to be a minimum of $37,500.00
2. **TERMINATION TERMS:** 30 days written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 8/31/26

BOARD ACTION: DATE: 9/22/26

Prepared by and return to:
Stefanie Beskovoyne
General Counsel
Fort Pierce Utilities Authority
206 S 6th Street
Fort Pierce, FL 34950

INTERLOCAL AGREEMENT
COMMERCIAL DRIVER'S LICENSE TRAINING
IRSC/FPUA

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 22nd day of September, 2026**,** by and between **Indian River State College District Board of Trustees**, a public education institution of the State of Florida ("IRSC") and the **Fort Pierce Utilities Authority**, a municipal utility authority created by the Charter of the City of Fort Pierce, Florida ("FPUA"). IRSC and the FPUA may be referred to individually as a "party" or collectively as "the parties."

RECITALS

WHEREAS, the Fort Pierce Utilities Authority employs staff who require a commercial driver's license ("CDL");

WHEREAS, the IRSC offers training and licensing to acquire the CDL;

WHEREAS, the IRSC agrees to offer Training and Licensing to FPUA employees at the price identified in Exhibit "A";

WHEREAS, the FPUA and IRSC desire to enter into this Agreement to set forth the terms and conditions by which the FPUA will send employees to the IRSC for CDL Training;

WHEREAS, Chapter 163, Florida Statutes, provides for the execution of an Interlocal Agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers;

WHEREAS, the parties have determined that entering into this Agreement serves a public purpose;

NOW, THEREFORE, FPUA and IRSC hereby agree and covenant on the terms and conditions hereinafter stated:

1. **RECITALS**. The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

2. **AUTHORITY.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act.

3. **FPUA RESPONSIBILITIES**. The FPUA anticipates the need for CDL Training for 6-8 employees per year. FPUA's responsibilities under this Agreement are as follows:

- Issue payment pursuant to Loc. Gov. Prompt Payment Act after receipt of an invoice
- FPUA will provide Vehicles (when practicable)
- Coordinate dates/times of training of staff around employee's work schedule

4. **IRSC RESPONSIBILITIES**. IRSC's responsibilities under this Agreement are as follows:

- Provide "Pre-Training" services for our drivers
- Provide Training Facility and Trainers
- Provide Testing and additional training for Class A Restricted and Class B
- Provide Vehicles (if FPUA cannot provide one)
- Invoice FPUA for services rendered on a monthly basis

5. **TERM AND TERMINATION**. The pricing identified in Exhibit "A" shall remain firm until June 30, 2028. Thereafter, the parties may mutually agree on an annual increase not to exceed the previous year's consumer price index. This Agreement shall remain in effect unless terminated by the mutual written agreement of the parties by providing at least 30 days advance notice in writing.

6. **AMENDMENTS**. This Interlocal Agreement may only be amended by written document executed by both parties and recorded in the Official Records of St. Lucie County, Florida.

7. **NOTICE**. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to IRSC:	**With a copy to:**
President Indian River State College 3209 Virginia Avenue Fort Pierce, Florida 34981	
If to FPUA:	**With a copy to:**
Director of Utilities	General Counsel

Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, Florida 34948

8. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement or related documents shall be deemed a waiver of either parties sovereign immunity protections, whether by contract or by law. The parties agree their respective liability shall be limited in all instances to the monetary limits set forth in Sec. 768.28, Florida Statutes.

9. **HOLD HARMLESS AND INDEMNIFICATION**. Each party shall assume the responsibility and liability for acts and omissions of its own officials, employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this agreement shall be liable (if at all) only for the acts or omissions of its own officials, employees, deputies, officers, or agents that occur within the scope of their official duties.

10. **GOVERNING LAW AND VENUE.** This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in St. Lucie County, Florida.

11. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by written document, property authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

12. **COMPLIANCE WITH LAWS**. The parties agree to abide by all laws, rules, codes, ordinances and regulations for the duration and execution of this Agreement.

13. **FILING**. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials.

ATTEST:

DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE

_____
Timothy E. Moore, Ph.D.
President

BY:_____
Milo Thornton, Chair

APPROVED AS TO FORM AND CORRECTNESS:

_____
Kevin E. Hyde, General Counsel

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

_____
Secretary

BY:_____
Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

_____
Attorney for FPUA

EXHIBIT "A

SCHOOL OF EDUCATION
DIVISION OF CONTINUING EDUCATION
IRSC.EDU

Indian River State College

June 16, 2025

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

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

Ms. Wilson:

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

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

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

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

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

EXHIBIT "A

Indian River State College

COURSE DESCRIPTIONS

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

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

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

PRIOR to enrollment in CDL Class A program students must:

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

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

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

PRIOR to enrollment the CDL Class B program students must:

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

EXHIBIT "A

SCHOOL OF EDUCATION
DIVISION OF CONTINUING EDUCATION
IRSC.EDU

Indian River State College

PROGRAM OUTCOMES

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

CONTRACTS PROCESS

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

Sincerely,

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

AGENDA ITEM NO. 13h-13m

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Personnel Actions

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
Board approval is requested for the following Personnel Actions: Full-Time Appointments, Retirements, Separations of Service, Regular Part-Time Appointments, Part-Time Temporary Non-Instructional Appointments, and Part-Time Instructional Certifications.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	Vonrick Alexander	DATE: 9/3/26
BOARD ACTION:		DATE: 9/22/26

<u>September</u>

13g. Full-Time Appointments:

1. Esther Alexis (Assistant Professor I, School of Nursing)
2. Michael Bo (Maintenance, Indiantown High School)
3. Susanne Brueckner (Nursing Laboratory Specialist, School of Nursing)
4. Rayanna Cibulsky (Assessment Specialist, Assessment Services)
5. Katelyn Crews (Administrative Assistant III, Academic Affairs)
6. Stephanie Cruz (Academic Advisor, Advisors – Mueller Campus)
7. Stephanie Davis-Chang (Assistant Professor I, Business)
8. Maria De La Cruz Aponte (Administrative Assistant II, Student Life)
9. Paula Dickson (Interim Records Specialist, Student Records)
10. Wyatt Evans (Technology Support Specialist, Computing Support Services)
11. Aaron Goodale (Assistant Professor I, Public Service Education)
12. Michael Goodling (Career and Technical Education Building Trades, Indiantown High School)
13. Marcus Grant (Assistant Professor I, Graphic Design Technology)
14. Dominique Griffin (Assistant Professor I, Cosmetology)
15. Nadia Hommerding (Administrative Director of Libraries, Learning Resources)
16. Kiah Kimpton (Credit Evaluation and Graduation Coordinator, Commencement and Records Operation Services)
17. Katlyn Klein (Academic Advisor, Pruitt Campus)
18. Dillyn Lesesne (Academic Advisor, Advising Services)
19. Corri Lichter (Administrative Assistant II, Small Business Development Center)
20. Jennifer Luna (Administrative Assistant II, Public Service Education)
21. Victoria Villanueva Marquez (Marketing Communications Specialist, Brand Experience)
22. Christa Miller (Academic Advisor, Academic Advisors – Chastain Campus)
23. Sierra Motsinger (Assistant Professor I, Health Science)
24. Jose Perla (Groundskeeper, Grounds)
25. Julia Pineda (Custodian, Custodial)
26. Monica Rosenthal (Tutoring Center Specialist, Tutoring Centers)
27. Matthew Rudow (Assistant Professor I, Computer Information Technology)
28. Jennifer Savage (Assistant Professor I, Health Science)
29. Melody Schmitt-Foreman (Tutoring Center Coordinator, Tutoring Centers)
30. Lori Welch (Director of Recruitment and Admissions, Enrollment Management)
31. Christina Westbrook (Enrollment and Student Communication Coordinator, Enrollment and Student Communications)
32. Sean Woods (Maintenance, Physical Plant – Pruitt Campus)

13h. Retirements:

1. Sikita Goodrich (Assistant Professor II, Cosmetology)
2. Judy Smith (Custodian, Custodial)

13i. Separation of Service:

1. Meghan Beaulieu (Registration Assistant, Registration – Mueller Campus)
2. Debra Castonguay (Custodial Supervisor, Facilities)
3. Christivenson Cesar (Academic Coordinator, Educational Talent Search)
4. Diana Marotta Gomez (Academic Advisor, Pruitt Campus)
5. Danielle Graydon (Head Athletic Trainer, Athletics)
6. Michael Hernandez (Asset Management Specialist, Computing Support Services)
7. Alexandra Lee (Academic Coordinator, Upward Bound – Indian River County)
8. Karelle Evita Patterson (Financial Aid Advisor, Financial Aid Specialists)
9. Jerri Skiles (Financial Aid Assistant, Financial Aid Frontline)
10. Darrell Williams (Accounts Receivable Specialist, Accounts Receivable)

13j. Regular Part-Time Appointments:

1. Julisha Bogle (Program Assistant, Biological Sciences)
2. Kyle Dusch (Program Specialist, Emergency Medical Services)
3. Isabella Elg (Library Technical Assistant, Learning Resources)
4. Jeffery Ervin (Custodian, Custodial)
5. Lauren Finocchiaro (Program Specialist, Emergency Medical Services)
6. Jessica Glover (Program Specialist, Emergency Medical Services)
7. Kirsten Kemp (Program Assistant, Biological Sciences)
8. Caleb Pierre (Program Assistant, Biological Sciences)
9. Jayden Roberson (Library Technical Assistant, Learning Resources)
10. Michael Rolle (Program Specialist, Emergency Medical Services)

13k. Part-Time Temporary Non-Instructional Appointments:

1. Sean Dickens (Substitute Teacher, Clark Advanced Learning Center)
2. Sawyer Downs (Lifeguard/Instructor, Aquatics)
3. Caitlin Frost (Testing Assistant, Assessment Services)
4. Lana Hamdan (Academic Support Center Tutor, Tutoring Centers)
5. Madushan Jesurajah (Program Specialist, Biological Sciences)
6. Colin Vickery (Academic Support Center Tutor, Tutoring Centers)
7. Lwanga Victor (Welding Instructor, Indiantown High School)

13l. Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):

1. Timothy Bordt (Criminal Justice)
2. Steven Camara (Criminal Justice)
3. Denise Hayes (Health Science)
4. Zara Joyner (Paralegal Studies)
5. Fleura Maitre (Biological Sciences)
6. Larry Manaro (Emergency Medical Services)
7. Corwin McCammon (School of Business)
8. Carol Pilzer (Computer Information Technology)
9. Arthur Proust (Emergency Medical Services)