DISTRICT BOARD OF TRUSTEES MEETING
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026 – 1:00 PM

AGENDA

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

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

3. Recognition: *Dr. Tim Moore*
   a. Recognition of Strategic Planning & Assessment Recognition (SPAR) Award recipients – *Rebecca Shearer*
      1. Health Services / Healthcare Management – Emlyn Anderson
      2. Administration and Finance – Edith Pacacha, Lorayne Medina & Meaghan Ashurst
   b. Team Members of the Month:
      - September 2026 – Margarita Rodriguez – *recognized by Alex Kanter*
      - October 2026 – Andrew Mahler – *recognized by Vonrick Alexander*

4. Request approval of September 22, 2026 Board of Trustees Meeting Minutes – *Chair Thornton*
   a. October 14, 2026 Board Retreat Minutes *(for information only)*

5. Open to Public Comment – *Chair Thornton*

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

7. Strategic Initiatives – *Dr. Michael Hageloh*
    a. Strategic Initiatives Update – *Dr. Michael Hageloh*
    b. Request authorization to proceed with Contract Negotiations with Pulte Home Company, LLC – *Dr. Hageloh & Attorney, Megan Schroder*
    c. Request approval for the sale of two College owned excess properties - *Dr. Michael Hageloh*
        1. 2515 S 29th Street, Fort Pierce, FL
        2. 2603 S 29th Street, Fort Pierce, FL

8. Finance Committee Meeting Report – *Trustee Kindell*

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

10. Facilities Committee Meeting Report – *Trustee Caron*

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

12. Strategic Planning Committee Meeting Report – *Trustee Luna*

13. Consent Items: *Chair Thornton*
    a. Addendum No. 1 to the Affiliate Partnership Agreement between University of East London and The District Board of Trustees of Indian River State College
    b. Clinical Affiliation Agreements:
        1. Department of Veteran's Affairs, West Palm Beach VAMC (548) and Indian River State College
        2. Gina's Physical Therapy, Inc.
        3. Palms at St. Lucie West
        4. St. Lucie County Health Access Network, d/b/a Hands Clinic
    c. Dual Enrollment Articulation Agreements effective October 1, 2026 through June 30, 2027:
        1. Pure Academy
        2. The Harvey Academy

3. Zoe Live Creative Arts Academy

d. Facility Use Agreement between Indian River State College District Board of Trustees and St. Lucie County Fire District for the Firefighter Combat Challenge Training Tower
e. FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between Martin County School District and Indian River State College:
    1. Construction Trades
    2. Mechanical Drafting
    3. Welding Technician
f. FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between P-098 St. Lucie Public Schools Pre-Apprenticeship Program and Indian River State College:
    1. Cook
    2. Medical Assistant
    3. Pharmacy Technician
    4. Surgical Technologist
    5. Welder Combination
g. Independent Contractor Agreements for the Institute for the Professional Development for Adult Educators (IPDAE):
    1. Lorri Benjamin
    2. Ariel Pechokas
    3. Angela Reese
h. Memorandum of Agreement between District Board of Trustees, Indian River State College and Cleveland Clinic Martin Health
i. Memorandum of Agreement Program Training Site between the District Board of Trustees of Indian River State College and Boys & Girls Clubs of Martin County
j. Memorandum of Agreement with Indian River State College, Criminal Justice Institute and SDL Training & Consultants
k. PowerDMARC Order Form
l. Property Surplus and Inventory Write-off
m. Full-Time Appointments:
    1. Susanna Adams (Student Accessibility Services Coordinator, Student Accessibility Services)
    2. Anthony Cusano (Receiving Clerk, Procurement)
    3. Holly Forde (Academic Coordinator, Educational Talent Search)
    4. Philip Galdys (Business Analyst, Small Business Development Center)

5. Robert Gonzalez (Associate Dean of Public Services, Public Service Education)
6. Rachel Huriavi (Web Developer, Marketing Communications)
7. Jean Hyppolite (Systems Engineer I, Computing Support Services)
8. Diane Milia (Legal Operations Manager, Executive Staff)
9. Christopher Peterson (Academic Coordinator, Upward Bound – Indian River County)
10. Joshua Pinnock (Registration Assistant, Registration – Mueller Campus)
11. Janis Spanier (Assistant Professor I, School of Nursing)

n. Retirements:
   1. Roseann Maresca (Professor, School of Nursing)

o. Separation of Services:
   1. Lucinda Lopez Cortes (Program Specialist, Adult Secondary Education)
   2. Karen Gagliano (Assistant Professor I, School of Nursing)
   3. Roderick Glover (Director Emergency Management and Specialized Training Programs, Research and Institutional Effectiveness)
   4. Dylan Herring (Campus Safety Officer – Armed, Campus Safety)
   5. Tammy Johnson (Career Pathways Facilitator, Adult Secondary Education)
   6. Gianinna Mitchell (Career Pathways Facilitator, Adult Secondary Education)
   7. Zujey Perez (Administrative Assistant II, Executive Staff)
   8. Paola Reitz (Career Pathways Facilitator, Adult Secondary Education)
   9. Yvonne Soto (Adult Education Instructional Coordinator, Adult Secondary Education)
   10. Edzel St. Louis (Teacher, Indiantown High School)
   11. Leonard Williams (Associate Vice President of Advising and Career Services, Student Success)
   12. Micheona Williams (Accounts Payable Specialist, Accounts Payable)

p. Regular Part-Time Appointments:
   1. Mowarna Bernadin (Records Specialist, Student Records)
   2. Azariah Lewis (Cashier, Cashiers)

q. Part-Time Temporary Non-Instructional Appointments:
   1. Carlos Abreu (Federal Work Study, Office of Student Life)
   2. Makailah Aristide (Federal Work Study, Office of Student Life)

3. Lillian Ledlow Bailey (Federal Work Study, Office of Student Life)
4. Destiny Bayron (Federal Work Study, Residence Life)
5. Aldjenny Brutus (Federal Work Study, Talent Acquisition)
6. Kali Buquoi (Federal Work Study, Project Students Transitioning to Academics and Gainful Employment)
7. Lois Pena Burgos (Federal Work Study, Office of Student Life)
8. Angelica Chaparro (Testing Assistant, Assessment Services)
9. Adela Crindland (Federal Work Study, Recruitment and Admissions)
10. Madyson Felix (Federal Work Study, Student Success Center)
11. Lamaria Frazier (Federal Work Study, Student Success Center)
12. Mirlande Jones (Federal Work Study, Student Success Center)
13. Kelly Martinez (Federal Work Study, Foundation Development)
14. Angie Mena (Chair Assistant, Public Service Education)
15. Marie Michel (Federal Work Study, Office of Student Life)
16. Aiden Perkins (Federal Work Study, Recruitment and Admissions)
17. Emma Rooney (Lifeguard/Instructor, Aquatics)
18. Allison Runnels (Federal Work Study, Career Services)
19. Anna Samuels (Federal Work Study, Registration Assistant – Chastain Campus)
20. Arias Schock (Federal Work Study, Financial Aid Frontline)
21. Jacob Smith (Program Assistant, Project Students Transitioning to Academics and Gainful Employment)

r. Part-Time Instructional Certifications (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
1. Justin Seigler (Criminal Justice)
2. Tiffany Welsh (Criminal Justice)

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, IRSC transforms lives by offering high-quality, affordable, and accessible education through traditional and remote delivery.

IRSC is committed to:

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

AGENDA ITEM NO. 2

Indian River State College

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:

- **Career Fashion Show** — drove turnout to Career Services' Fall Career Expo; made career-readiness feel approachable, especially for first-gen students
- **Pink Out Volleyball Game** — Breast Cancer Awareness Month; school spirit + community support for a cause touching students, staff, and families
- **53rd Annual Leadership Conference** Outcomes
- **Spirit Week, Midnight Madness & Blue vs. Gold Basketball Game Night** — college-wide stress relief right before midterms/withdrawal deadline; builds school pride and belonging

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Gracia Buzziz & Makaria Sandlin	DATE: 10/7/26
BOARD ACTION: None required	DATE: 10/27/26

AGENDA ITEM NO. 3

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
RECOGNITION

TOPIC: Recognition

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUMMARY:

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

1. Strategic Planning & Assessment Recognition (SPAR) Award recipients – *Rebecca Shearer*
   - Health Services / Healthcare Management – Emlyn Anderson
   - Administration and Finance – Edith Pacacha, Lorayne Medina & Meaghan Ashurst
2. Team Members of the Month:
   - September 2026 – Margarita Rodriguez – *recognized by Alex Kanter*
   - October 2026 – Andrew Mahler – *recognized by Vonrick Alexander*

SUBMITTED BY:	Dr. Tim Moore	DATE: 10/7/26
BOARD ACTION:	None required	DATE: 10/27/26

SEPTEMBER 2026 TEAM MEMBER OF THE MONTH

Margarita Rodriguez

Administrative Assistant II, Liberal Arts
Massey Campus, Fort Pierce

Indian River State College is proud to recognize Margarita Rodriguez as the September 2026 Team Member of the Month.

Margarita is someone who truly serves as the glue keeping the Liberal Arts Department together.

She is an incredibly kind, sociable person who faces every daily challenge with a mix of grace and humor. No matter how complex a problem is, she is always the first to step up and eagerly help the department solve it.

What makes her so remarkable is her amazing versatility and proactive communication. She has a unique knack for spotting impending issues and keeping everyone well-informed long before they turn into serious problems.

The College is a massive, interconnected network of people, roles, and shifting needs. When one thing changes, it impacts everything else. It takes an exceptionally highly-functioning person to navigate those connections, and she does it flawlessly to ensure our initiatives succeed.

Please join me in congratulating our Team Member of the Month... **Margarita!**"

CONGRATULATIONS MARGARITA!

OCTOBER 2026 TEAM MEMBER OF THE MONTH

Andrew Mahler

Senior Accountant, Finance
Massey Campus, Fort Pierce

Indian River State College is proud to recognize Andrew Mahler as the October 2026 Team Member of the Month.

As a Senior Accountant, Andrew has been an invaluable source of support to his colleagues and a trusted resource within the Finance team. Transitioning into a new role can be challenging, but Andrew's welcoming, patient, and approachable demeanor helps make that transition smoother from day one.

Andrew consistently takes the time to break down complex tasks and provide clear, comprehensive, step-by-step guidance. What truly distinguishes his approach is his commitment to ensuring understanding. He not only explains how to complete a task, but also takes the time to explain its purpose and how it fits within the College's broader financial workflows.

His exceptional communication skills, accessibility, and genuine dedication to helping others succeed exemplify the collaborative spirit and values of the Finance team. Andrew's willingness to share his knowledge and support his colleagues makes him a valued member of the Indian River State College community.

Please join me in congratulating our October 2026 Team Member of the Month... **Andrew Mahler!**"

CONGRATULATIONS ANDREW!

AGENDA ITEM NO. 4

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Request approval of the September 22, 2026 Board of Trustees Meeting Minutes

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY: Request approval of the September 22, 2026 Board Meeting Minutes. The October 14, 2026 Board Retreat Minutes are included in the packet for information only.

SUBMITTED BY: Chair Thornton	DATE: 10/27/26
BOARD ACTION:	DATE: 10/27/26

INDIAN RIVER STATE COLLEGE

DISTRICT BOARD OF TRUSTEES

REGULAR MEETING

September 22, 2026

REGULAR MEETING

The regular meeting of the District Board of Trustees of Indian River State College was held on September 22, 2026, beginning at 1:00 PM in the Art Studio, Room 147 at Indiantown High School, a Public Charter School of Indian River State College on the Charles & Sandy Johnston Campus in Indiantown, FL.

ATTENDANCE

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

Absent: Christa Luna, Okeechobee County

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

Others present:
Michael Hageloh, Executive Vice President of

Strategic Initiatives, CMO

Heather Belmont, Vice President of Academic Affairs

Angela Browning, Vice President of Research & Governmental Relations

Beth Gaskin, Vice President for Student Success

Edith Pacacha, Vice President of Administration & Finance, CFO

Annabel Robertson, Vice President of Institutional Advancement

Don Bergmann, Chief of Campus Safety

TaTanisha Baker, Associate Vice President of Technology

Floralba Arbelo Marrero, Associate Vice President of Student Life

Chris Puorro, Associate Vice President – IRSC Public Media

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

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 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
Giovanni Barbieri, Staff
Gracia Buzziz Perez, Staff
James Crocco, Staff
Livya Medina Gonzalez, Staff
Jared Queen, Staff
Joe Wilson, Staff
Makaria Sandlin, SGA President
Megan Schroder, Attorney, Nelson Mullins

CALL TO ORDER

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

WELCOME

Louann Hoyseth presented to the Board, for its an information, a Welcome and update on Indiantown High School. Included in her presentation she

discussed strategic growth, the school grade, student community, academic progress, CTE programs and how we are transforming lives.

STUDENT GOVERNMENT ASSOCIATION (SGA) REPORT

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

Makaria reported on the following:

- 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 the new SGA Campus Liaisons for partner campus programming
- College-wide National Voter Registration/Constitution Day
- 1st SGA General Assembly
- SGA Fashion Show

Chair Thornton thanked Makaria for her report.

REQUEST APPROVAL OF THE AUGUST 25, 2026 BOARD MEETING MINUTES

Chair Thornton requested a motion to approve the minutes of the August 25, 2026 Board Meeting.

MOTION TO APPROVE THE AUGUST 25, 2026 BOARD MEETING MINUTES

On a motion by Susie Caron, seconded by Tony George and passed by the Board, the minutes of the August 25, 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:

- **INTRODUCTION OF DR. ROBERT GONZALEZ, NEW ASSOCIATE DEAN OF PUBLIC SERVICES**

  Dr. Anthony Dribben introduced Dr. Rob Gonzalez, new Associate Dean of Public Services. Dr. Gonzalez, shared his background with the Board.

- **RECOGNITION OF DR. CALVIN WILLIAMS WHO WILL BE LEAVING AT THE END OF THE WEEK – MOVING ON TO THE NEXT CHAPTER IN HIS LIFE**

  President Moore announced and recognized Dr. Calvin Williams. Dr. Williams will be leaving us at the end of the week as he transitions to the next chapter in his life. Dr. Moore thanked him for his service to the College. Dr. Williams said a few parting words as well.

- **REFLECTION ON THE BIRTH OF INDIANTOWN HIGH SCHOOL**

  President Moore reflected on 2021 when he met with the Powers and heard about Mr. Johnston. From there, history was made,

Beth brought Mr. Johnston in and the Indiantown High School was born.

- If Amendment 3 passes it will not affect us. — AMENDMENT 3 WILL NOT AFFECT THE COLLEGE
- We have a milestone gift coming. President Moore shared the McKenzie Scott gift story. We are about to change lives again. Thank you to the Board for your support. This is a land/monetary gift for the medical school and pharmacy school. — MILESTONE GIFT COMING – LAND/ MONETARY GIFT FOR MEDICAL AND PHARMACY SCHOOL AND WORKFORCE
- Cooley Law School is also coming. — COOLEY LAW SCHOOL IS ALSO COMING IN 2027

President Moore presented to the Board, for its information, the Calendar of Events for October 2026. — CALENDAR OF EVENTS

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

<u>Strategic Initiatives Update</u>: — STRATEGIC INITIATIVES UPDATE

a. The ERP implementation is underway. We are meeting our timeline and so far, we have registered 17,000 students. — UPDATE ON THE ERP CONVERSION

b. Lindsay Skully and her team, Hudson Lana and Jimmy Crocco provided an update on our Brand Experience. — BRAND EXPERIENCE UPDATES

<u>Indian River State College Real Estate, Inc.</u>: — INDIAN RIVER STATE COLLEGE REAL ESTATE INC.

a. Dr. Hageloh and Attorney Megan Schroeder discussed the process of the P3 laws which were followed in the Real Estate Board's ultimate selection of Servitas as the chosen developer for the New Student Housing development at the Massey and Pruitt Health Science Campus and to move forward with a pre-development agreement.

SELECTION OF SERVITAS AS THE STUDENT HOUSING DEVELOPER FOR THE MASSEY AND PRUITT CAMPUS AND REQUEST TO MOVE FORWARD WITH A PRE-DEVELOPMENT AGREEMENT

On a motion made by Susie Caron, seconded by Jose Conrado and passed by the Board, the Real Estate Board of Directors selection of the developer, Servitas, for the New Student Housing development at the Massey and Pruitt Health Science Campus and to move forward with a pre-development agreement was approved.

MOTION ON SERVITAS AS THE STUDENT HOUSING DEVELOPER FOR THE MASSEY AND PRUITT CAMPUS AND REQUEST TO MOVE FORWARD WITH A PRE-DEVELOPMENT AGREEMENT

b. Dr. Hageloh requested postponing the action for the Resolution for the Disposition of Certain Real Property Owned by Indian River State College. Attorney Schroeder and Dr. Hageloh are still in the evaluation process.

POSTPONEMENT OF ACTION FOR THE RESOLUTION FOR THE DISPOSITION OF CERTAIN REAL PROPERTY OWNED BY INDIAN RIVER STATE COLLEGE

c. Dr. Hageloh presented to the Board, for its approval, a Resolution Authorizing the

RESOLUTION AUTHORIZING THE MARKETING & SOLICIATATION OF OFFERS FOR THE

Marketing and Solicitation of Offers for the potential disposition of certain real non-contiguous miscellaneous properties owned by Indian River State College.

POTENTIAL DISPOSITION OF CERTAIN REAL NON-CONTIGUOUS MISCELLANEOUS PROPERTIES OWNED BY INDIAN RIVER STATE COLLEGE

On a a motion made by Jose Conrado, seconded by Tony George and passed by the Board, 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 was approved.

MOTION ON RESOLUTION AUTHORIZING THE MARKETING & SOLICIATATION OF OFFERS FOR THE POTENTIAL DISPOSITION OF CERTAIN REAL NON-CONTIGUOUS MISCELLANEOUS PROPERTIES OWNED BY INDIAN RIVER STATE COLLEGE

Don Bergmann presented to the Board, for its information, Public Safety Updates & Initiatives. He discussed the Project-to-Priority Alignment which includes Process Documentation, Record Management System, Department Relocation, Video Surveillance update, video surveillance coverage and monitoring, building access control, emergency preparedness, "I" Communications and Interoperability and Fire Safety.

PUBLIC SAFETY UPDATES & INITIATIVES

Melissa Kindell reported on the Finance Committee Meeting held earlier in the day.

FINANCE COMMITTEE MEETING REPORT

MOTION ON FINANCE COMMITTEE MEETING ITEMS

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

1. **Indian River State College's 2026/27 Florida College System Carryforward Spending Plan** — **INDIAN RIVER STATE COLLEGE 2026/27 FCS CARRYFORWARD SPENDING PLAN**
2. **Ellucian Project Change Order #75124 for the HR Fix Fee Implementation Scope Change** — **ELLUCIAN PROJECT CHANGE ORDER #75124**
3. **Microsoft Enterprise Services Work Order #UCU02607-1050870-1050870 for July 27, 2026 – July 26, 2027** — **MICROSOFT ENTERPRISE SERVICES WORK ORDER #UCU02607-1050870-1050870 FOR 7/1/26 – 7/26/27**
4. **Summary Report of the Operational Audit of the Administration of the Florida Bright Futures Scholarship Program and Florida Student Assistance Grant Programs for the fiscal years ended June 30, 2024 and June 30, 2025** ***(information only)*** — **SUMMARY REPORT OF THE OPERATIONAL AUDIT OF THE ADMIN OF THE FL BRIGHT FUTURES SCHOLARSHIP PROGRAM & FL STUDENT ASSISTANCE GRANT PROGRAMS FOR THE FY ENDED 6/30/24 & 6/30/25** ***(INFORMATION ONLY)***

ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING REPORT

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

MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS

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

1. **2026/27 Salary Increase Allocation Plans for Clark Advanced Learning Center and Indiantown High School** — **2026/27 SALARY INCREASE ALLOCATION PLANS FOR CLARK ADVANCED LEARNING CENTER & INDIANTOWN HS**
2. **Clark Advanced Learning Center 2025/26 Budget Amendment No. 3 – Fund 2, Clark – Current Fund, Restricted** — **CLARK 2025/26 BUDGET AMENDMENT NO. 3**
3. **Clark Advanced Learning Center 4th Quarter Summary of Revenue & Expenses for Operating, PECO and Local Capital Improvement Revenue *(information only)*** — **CLARK 4TH QUARTER SUMMARY OF REVENUE & EXPENSES FOR OPERATING, PECO & LCIR *(INFORMATION ONLY)***
4. **Indiantown High School 2025/26 Budget Amendment No. 3 – Fund 2, Indiantown High School – Current Fund, Restricted** — **INDIANTOWN HS 2025/26 BUDGET AMENDMENT NO. 3**
5. **Indiantown High School 4th Quarter Summary of Revenue & Expenses for Operating, PECO and Local Capital Improvement Revenue *(information only)*** — **INDIANTOWN HS 4TH QUARTER SUMMARY OF REVENUE & EXPENSES FOR OPERATING, PECO & LCIR *(INFORMATION ONLY)***

Susan Caron reported on the Facilities Committee Meeting held earlier in the day. — **FACILITIES COMMITTEE MEETING REPORT**

On a motion made by Susan Caron, seconded by Melissa Kindell, and passed by the Board, the following Facilities Committee Meeting items were approved: — **MOTION ON FACILITIES COMMITTEE MEETING ITEMS**

1. Facilities Lease Agreement between Indian River State College and Habitat for Humanity	FACILITIES LEASE AGREEMENT WITH HABITAT FOR HUMANITY
2. Lease Agreement with Lease Servicing Center, Inc. d/b/a NCL Government Capital for the lease of a John Deere 5100E Cab Tractor	LEASE AGREEMENT W/NCL GOVERNMENT CAPITAL FOR THE LEASE OF JOHN DEERE 5100E CAB TRACTOR
3. Construction Agreements:	CONSTRUCTION AGREEMENTS
a. Paul Jacquin & Son's Construction – Chastain Campus, Building C (Waterproofing)	PAUL JACQUIN & SON'S CONSTRUCTION – CHASTAIN CAMPUS, BLDG C (WATERPROOFING)
b. Paul Jacquin & Son's Construction – Massey Campus, Administration Building, 3rd Floor Interior Paint	PAUL JACQUIN & SON'S CONSTRUCTION – MASSEY CAMPUS, ADMIN BLDG, 3RD FLOOR INTERIOR PAINT
c. Paul Jacquin & Son's Construction – Mueller Campus Vocational Classrooms	PAUL JACQUIN & SON'S CONSTRUCTION – MUELLER CAMPUS VOCATIONAL CLASSROOMS
4. Change Orders:	CHANGE ORDERS
a. Charles Perry Partners, Inc. Change Order #OC_001 for Project #01-05-26206 IRSC Pruitt Restroom	CHARLES PERRY PARTNERS, INC. CHANGE ORDER #OC_001 FOR PROJECT #01-05-26206 IRSC PRUITT RESTROOM
b. Jacquin & Sons, Inc. Change Order #001 – ES Renovation	JACQUIN & SONS, INC. CHANGE ORDER #001 – ES RENOVATION

c. Jacquin & Sons, Inc. Change Order #002 – Phase 3 Remodel Science Building "N"	JACQUIN & SONS, INC. CHANGE ORDER #002 – PHASE 3 REMODEL SCIENCE BLDG "N"
d. Jacquin & Sons, Inc. Change Order #003 – Phase 3 Remodel Science Building "N"	JACQUIN & SONS, INC. CHANGE ORDER #003 – PHASE 3 REMODEL SCIENCE BLDG "N"
5. Architect Agreement with Cape Design Engineering	ARCHITECT AGREEMENT WITH CAPE DESIGN ENGINEERING
6. Standing Order Contract with KLB Doors, Inc.	STANDING ORDER CONT W/KLB DOORS, INC.
7. Independent Contractor Agreements:	INDEPENDENT CONTRACTOR AGRMTS
a. Airstron Mechanical, AHU 1st & 2nd Floor Air System Replacement	AIRSTRON MECHANICAL, AHU 1ST & 2ND FLOOR AIR SYSTEM REPLACEMENT
b. Airstron Mechanical, Crime Lab Replacement Exhaust Fan	AIRSTRON MECHANICAL, CRIME LAB REPLACEMENT EXHAUST FAN
c. Trane, Chastain Campus, A Building Fan Replacement	TRANE, CHASTAIN CAMPUS, A BLDG FAN REPLACEMENT
d. Trane, Dixon-Hendry, C Building Coil Replacement	TRANE, DIXON-HENDRY, C BLDG COIL REPLACEMENT
e. Trane, Massey, T Building Coil Replacement	TRANE, MASSEY, T BLDG. COIL REPLACEMENT

GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING REPORT

Tony George reported on the Governance and Legislative Affairs Committee Meeting held earlier in the day.

MOTION ON GOVERNANCE & LEGISLATIVE AFFAIRS COMMITTEE MEETING ITEMS

On a motion made by Tony George, seconded by Brant Schirard, and passed by the Board, the following Governance and Legislative Affairs Committee Meeting items were approved:

PRELIMINARY READING FOR UPDATES TO BOARD POLICIES

Preliminary Reading for updates to the following Board Policies according to NEOLA suggestions:

a. **BOARD POLICY #1121, #2121 & #3121 – BACKGROUND SCREENING**
   Board Policy #1121, #2121 & #3121 – ***Background Screening***
b. **BOARD POLICY #6320 – PURCHASING & CONTRACTING FOR COMMODITIES & CONTRACTUAL SERVICES**
   Board Policy #6320 – ***Purchasing and Contracting for Commodities and Contractual Services***
c. **BOARD POLICY #6605 - CROWDFUNDING**
   Board Policy #6605 – ***Crowdfunding***
d. **BOARD POLICY #7442 – EMERGENCY OPIOID ANTAGONISTS IN COLLEGE HOUSING**
   Board Policy #7442 – ***Emergency Opioid Antagonists in College Housing***
e. **BOARD POLICY #8420 – EA/EO, DISCRIMINATION, SEXUAL MISCONDUCT, & UNLAWFUL HARASSMENT**
   Board Policy #8420 – ***Equal Access/Equal Opportunity, Discrimination, Sexual Misconduct, and Unlawful Harassment***
f. **BOARD POLICY #8422 – NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS & ACTIVITIES**
   Board Policy #8422 – ***Nondiscrimination on the Basis of Sex in Education Programs and Activities***

g. Board Policy #8423 – *Nondiscrimination on the Basis of Sex in Dual Enrollment Education Programs and Activities*

BOARD POLICY #8423 – NONDISCRIMINATION ON THE BASIS OF SEX IN DUAL ENROLLMENT EDUCATION PROGRAMS & ACTIVITIES

h. Board Policy #8470 – *Safety and Crime Prevention*

BOARD POLICY #8470 – SAFETY & CRIME PREVENTION

i. Board Policy #8900 – *Anti-Fraud*

BOARD POLICY #8900 – ANTI-FRAUD

Chair Thornton requested a motion on the Consent Items.

CONSENT ITEMS

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

MOTION ON CONSENT ITEMS

a. Affiliation Agreements:

AFFILIATION AGREEMENTS

1. Central Florida Treatment Center

CENTRAL FL TREATMENT CENTER

2. The School Board of Duval County, Florida

THE SCHOOL BOARD OF DUVAL COUNTY, FL

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

AMENDMENT TO MOA BETWEEN THE COLLEGE, SCHOOL OF EDUCATION AND SOUTH FLORIDA TECHNICAL RESCUE TRAINING, LLC

c. Clinical Affiliation Agreements:

CLINICAL AFFILIATION AGREEMENTS

1. C.F. Physical Therapy, Inc., d/b/a Physical Therapy of Okeechobee

C.F. PHYSICAL THERAPY, INC., D/B/A PHYSICAL THERAPY OF OKEECHOBEE

2. Coral Shores Behavioral Health

CORAL SHORES BEHAVIORAL HEALTH PORT ST. LUCIE REHABILITATION & HEALTHCARE

3. Port St. Lucie Rehabilitation and Healthcare — TC COMMUNITY HEALTH, INC.
4. Treasure Coast Community Health, Inc. — TREASURE COAST URGENT CARE
5. Treasure Coast Urgent Care

d. H5P Group Authoring Tool Order Form — H5P GROUP AUTHORING TOOL ORDER FORM

e. Indian River State College Organizational Charts 2026-27 — IRSC ORGANIZATIONAL CHARTS 2026-27

f. Institute for the Professional Development for Adult Educators (IPDAE) Independent Contractor Agreements for the 2026-27 Grant Award Cycle: — IPDAE INDEPENDENT CONTRACTOR AGREEMENTS FOR THE 2026-27 GRANT AWARD CYCLE

1. Anne Fredette — ANNE FREDETTE
2. Esther Jimenez — ESTHER JIMENEZ
3. Bridget Parliament — BRIDGET PARLIAMENT
4. Sullymar Reices-Irizarry — SULLYMAR REICES-IRIZARRY
5. Solumedics, Inc. — SOLUMEDICS, INC.
6. Workforce Wise Solutions, LLC — WORKFORCE WISE SOLUTIONS, LLC
7. Ramin Yazdanpanah — RAMIN YAZDANPANAH

g. Interlocal Agreement Commercial Driver's License Training between Indian River State College and Fort Pierce Utilities Authority — INTERLOCAL AGRMT COMMERCIAL DRIVER'S LICENSE TRAINING BETWEEN IRSC AND FORT PIERCE UTILITIES AUTHORITY

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

There being no further business, the meeting adjourned at 2:35 PM. ADJOURNMENT

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

Joint Board & Foundation Board Retreat
October 14, 2026
Minutes

Attendees: Brant Schirard, Tony George, Jose Conrado, Susie Caron, Rich Mellin, Bert Culbreth, Annabel Robertson, Kate Beckwith Woody, Frank Libutti, Milo Thornton, Doug Marcello, Mike Adams, Curtis Johnson, Dr. Tim Moore and Suzanne Parsons recording

Others: Tony Quinn, Scott Kimmelman, Edith Pacacha, Heather Belmont, Beth Gaskin, Brianne Hutchinson, and Michael Hageloh

Welcome & Opening Remarks

Dr. Moore, Board Chair Thornton and Foundation Board Chair Libutti welcomed everyone to the Joint Retreat.

Dr. Moore stated higher education is in a state of change nationwide. We are at a critical point in time when companies are looking to expand their operations in Florida and they are coming to us looking for partnerships for workforce training.

Both Chair Thornton and Chair Libutti agreed we need to discuss expanding our workforce training areas. We will be in surge capacity mode to increase our training opportunities with the increase in companies trying to relocate in the State.

Athletics

Dr. Moore commented universities and colleges are evaluating and eliminating athletic programs nationwide. Two of our FCS institutions have already eliminated their athletic programs due to increased costs and lack of funding to sustain the programs. After a thorough review with Athletic Director Kimmelman of our current operational cost allocations, specifically examining the funding dedicated to athletics and funding allocated to the broader student body, cost data revealed that currently 5% of the overall institutional budget is directed to support athletics. While that may appear minimal at an institutional level, a granular analysis of student fee distribution reveals a profound per student spending gap. When evaluating direct operational support and student fee utilization on a per student basis, the expenditure ratio is $41,000 per student athlete (for approximately 120 athletes) compared to $4,000 per general student (for approximately 24,000 students). This represents a 10-to-1 funding disparity. The institution is spending more to support the co-curricular experience of a single athlete than it does on the primary educational, academic support, and career-readiness infrastructure of a standard student. This does not align with our mission. Dr. Moore asked Athletic Director Scott Kimmelman to present to the group the Annual Cost Scenarios.

Scott Kimmelman presented the Annual Cost Scenarios and explained the NJCAA Athletic Scholarship Support Definitions.

NJCAA Division I - May cover tuition, course fees, books, room and board, up to $250 in required course supplies, and one annual trip to/from home. Full awards are allowed, not required.

NJCAA Division II - May cover tuition, course fees, books and up to $250 in required course supplies. No room, board or transportation as athletic scholarship aid.

NJCAA Division III - No athletic scholarships. Students may qualify for ordinary academic or need-based financial aid.

Scott stated unfortunately, Swimming and Diving is not broken down into Divisions and there are no other Florida College System institutions that have Swimming & Diving programs in the state.

Scott discussed reduction scenarios with the different levels which included eliminating swimming and diving.

Annual Cost Scenarios:

- Current program & athlete support – Annual Cost $4.9M
- Swimming & Diving support unchanged; all other sports Division II – Annual Cost $3.9M, Savings vs. Current $1.0M, 20.4% reduction
- All sports at Division II support levels, including Swimming & Diving – Annual Cost $3.66M, Savings vs. Current - $1.24M, 25.3% reduction
- Swimming & Diving removed; remaining sports Division II – Annual Cost $2.5M, Savings vs. Current $2.4M, 49.0% reduction

The Board discussed how we are serving the local community with regards to athletics particularly around swimming and diving. Several comments were made about what we are spending on international students. The Boards were trying to understand the financial impact of athletics.

Board members asked how can we offer an athletic opportunity for our local community. We want our students to come here to get a good education. We also want to make sure we continue to serve our mission.

Scott stated Volleyball is now competing in Division 2 and is being very successful.

Dr. Moore discussed that we need to look at who we are bringing in as student athletes. Fiscal prudence is what the board is responsible for. We are working to raise dollars in the Foundation so we can take care of the workforce needs and deferred maintenance costs of the College. The Board members also discussed the possibility of bringing back Women's Basketball if feasible in the future.

Dr. Moore stated after reviewing all options available to restructure, he and the Executive Cabinet will be recommending to the Board at its October 27th meeting the following proposed athletic restructuring plan to better align with our mission:

a. Eliminate both the Men's & Women's Swimming and Diving programs, effective at the start of the Fall 2027/28 academic year
b. Transition all remaining sports – specifically Baseball, Softball and Men's Basketball - to Division 2 competition in the Fall 2027/28 academic year *(Note: Volleyball is already competing in Division 2)*

After today's discussion and request of the Board, the recommendation will also include:

c. Directing the administration to evaluate the feasibility of reinstating the Women's Basketball program for the 2028/29 season, pending resource availability

Dr. Moore commented that we need to remember what our mission is and those that we serve. We are not picking on Athletics, but we are looking at our cost centers and what resources are available.

Strategic Initiatives

ERP

Dr. Hageloh provided an update on the ERP. Over 4000+ registrations entered, ERP graduation sequence is upcoming for December. Testing is in process now. Finance has some issues with reporting so we are looking for some new programs. Command Center in place. The ERP has forced us to look deeply into the structure of the College. ADP services has gone through two validations. Both are at 99% validation. For employees, all information is in the app. We will go live with ADP in December. We will be out of the Workday mode by January when we can decide where we go with continuing maintenance.

Student Housing

Pre-Development agreement should be going to the Real Estate Board this month for student housing. 500/300 beds at Massey/Pruitt. Servitas is looking to pay an RA to stay on campus. Internet and grass mowing will most likely be provided by the College. Security will probably be contracted with the College. Meaghan Schroder has been working with them to finalize the pre-development agreement. Servitas is trying to get to the bond market soon. The only thing hanging out there is what happens with the River Hammock.

College Property Sales

We have finalized two offers for the 102.3 acre college property. Working on hard money dates to ensure that the developer gets their permitting. Looks like 17 months at this time to get full entitlements. Once they get their site planning and permits approved they would probably close within 30 days. By October we hope to bring the framework of the contract to the Board.

CCS Fundraising

Annabel introduced Tim Nurval and Tyler Murphy. Assessment indicated we are in a good place to move to the next campaign level. CCS also did do a deep dive on data. Results indicated there were good indications of money in the area and established relationships. We are now moving into the visioning process. We are on track to kick off this campaign in January when our seasonal residents are here.

Tim Nurval shared an overview of the national philanthropic landscape. The last half-decade has had a profound impact on our world today. If you look at charitable giving from 1985-2025 giving

has been increasing. In 2025, charitable giving totaled $617.20B. Individuals continue to drive giving across the country.
Dr. Moore indicated we need to grow our assets so we can meet our demand.

Tim Nurval commented that community colleges receive less than 1% of higher ed giving.

Board members discussed sharing our story, and bringing people here to see our graduations.

Foundation Board Members commented that they would like to see Board/Foundation Board members giving to the campaign. The Promise Program really comes from the heart. People on the island in Vero really do not know what happens here. Another discussed telling the story of young people and where they are going when they come here. Chair Libutti commented that we would like to see specific programs also, not just Promise.

Dr. Moore asked Tim and Tyler what they need from us? Tim Nurval responded Board Members sharing your story as to why you want to be associated with Indian River State College.

Chair Libutti suggested having a team of folks standing by at the College ready to share their story.

Tim Nurvala discussed the role of the board, how the board fits in, the do's and don'ts. Be the connector, steward, advocate, strategist, and host events.

Chair Libutti and Board Member Conrado discussed what inspires them is the students, leadership and the President. Board Member Conrado shared his story of how he started at Indian River. Both agree things will be challenging going forward.

Tyler discussed the next steps. Start thinking about where you fit in the puzzle. About to start a feasibility study so we know how to move forward.

Florida College System Foundation Scholarship Check Presentation
Amanda Roden, President/Executive Director of the Florida College System Foundation arrived just prior to lunch to present a $60,000 check to the Foundation for Scholarships.

Closing Remarks
Dr. Moore, Chair Thornton and Chair Libutti thanked everyone for coming and all look forward to working together to accomplish the Foundation's Capital Campaign goals to further our mission and goals.

There being no further discussion, the retreat concluded at 12:30 PM.

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 November 2026
   - **November 5th** – Entrepreneur of the Year Event, Eastman Advanced Workforce Training Complex, 6:00 PM
   - **November 11th –** Veteran's Day Holiday, College Closed
   - **November 17th** – Board Meeting, Board Conference Room, A301, 1 PM
   - **November 23rd – 27th** – Thanksgiving Break, College Closed

SUBMITTED BY:	Dr. Tim Moore	DATE:	10/27/26
BOARD ACTION:	None required	DATE:	10/27/26

Board of Trustees
Calendar of Events
November 2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Entrepreneur of the Year Event, Eastman Advanced Workforce Training Complex, 6 PM	6	7
8	9	10	11 	12	13	14
15	16	17 Board Meeting, Board Conference Room, A301, Massey Campus 1 PM	18	19	20	21
22	23 - 27 College Closed 					28
29	30					

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*

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

a. Request authorization to proceed with Contract Negotiations with Pulte Home Company, LLC
b. Request approval for the sale of two College owned excess properties:
    1. 2515 S 29th Street, Fort Pierce, FL
    2. 2603 S 29th Street, Fort Pierce, FL

ALTERNATIVE(S): Not approve

FOR CONTRACTS: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/15/26

BOARD ACTION: DATE: 10/27/26

AGENDA ITEM NO. 7a

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Authorization to Proceed with Contract Negotiations–Pulte Home Company, LLC

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: X **ACTION/VOTE**

SUMMARY:
Pursuant to the District Board of Trustees' prior authorization to market and evaluate proposals for the purchase of College-owned property in Fort Pierce, Indian River State College Real Estate, Inc., the College's Real Estate Direct Support Organization (DSO), working with its commercial real estate brokers, received and evaluated four proposals for the purchase of approximately 105.89 acres, including an additional contiguous parcel.

Of the four proposals received, one was withdrawn, one did not meet the advertised minimum purchase price, and one prospective purchaser did not respond to subsequent communications. The remaining proposal, submitted by Pulte Home Company, LLC, met the established marketing requirements. Pulte, the original unsolicited bidder for the property, has remained responsive throughout the process and submitted a Letter of Intent proposing a purchase price of $13,557,610.

Consistent with the Board's August 25, 2026, resolution, authorization is requested for Indian River State College Real Estate, Inc., working with Megan Schroeder, Esq., of Nelson Mullins, outside legal counsel to the College, to proceed with contractual negotiations with Pulte Home Company, LLC.

Any proposed agreement will be presented to the District Board of Trustees for separate consideration and approval. This authorization does not constitute approval of the sale or disposition of the property.

ALTERNATIVE(S): Decline authorization to proceed with contractual negotiations.

ALTERNATIVE(S): Decline authorization to proceed with contractual negotiations.

TERMS: Subject to negotiation and subsequent approval by the District Board of Trustees.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh	DATE: 10/15/26
BOARD ACTION:	DATE: 10/27/26

October 14, 2026

Subject: Letter of Intent to Purchase Land

This letter is to serve as a Letter of Intent (LOI) for Pulte Home Company, LLC (Buyer) to enter contract negotiations to acquire ± 105.89 acres in Fort Pierce, Florida owned by District Board Trustees IRSC (Seller).

Pulte Home Company, LLC has the capital to complete this transaction, and we will not include any 3rd party lending approvals as part of our offer to purchase. We are flexible, and we are happy to negotiate deal terms. Our team does not use standardized contract templates, and we can make quick updates to reach a mutually beneficial agreement.

We look forward to hearing from you and want to assure you we are prepared to act quickly in working to arrive at a mutually acceptable contract. This offer is valid for one month.

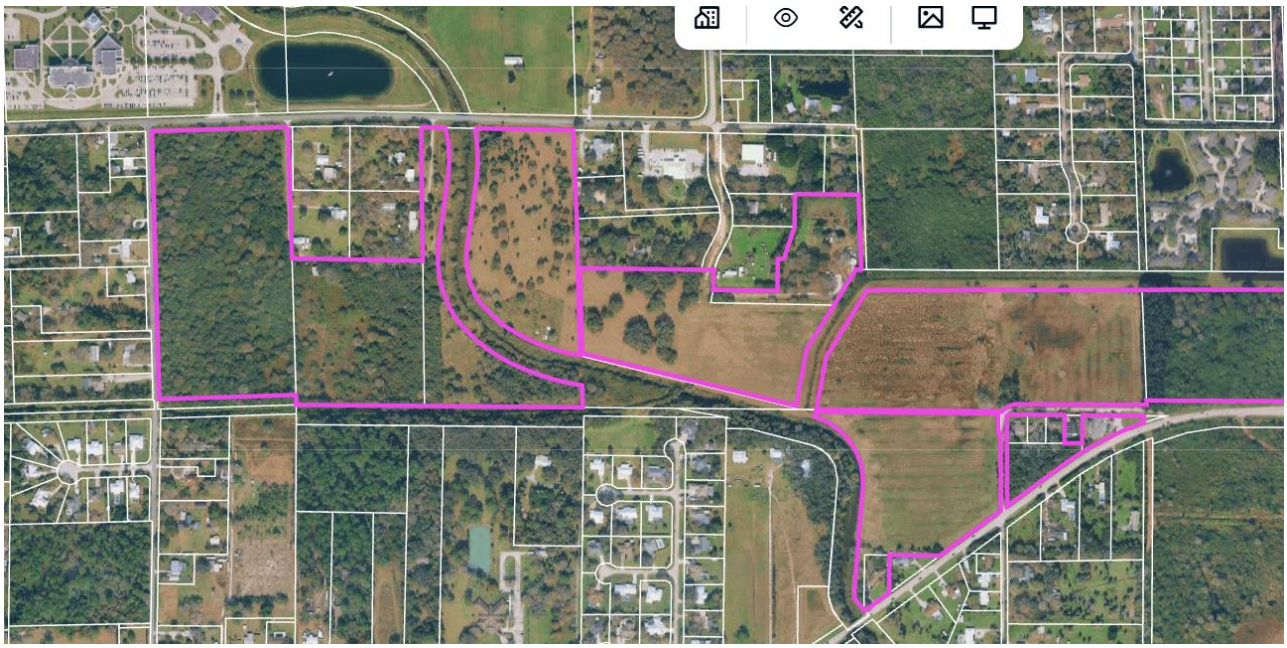
PulteGroup's mission to be America's most respected home builder begins with our site acquisition. On behalf of the PulteGroup Southeast Florida Division, we would be grateful for the opportunity to begin this process with you.

Thank you,

Andrew Maxey

Andrew Maxey – VP Land Acquisition
Southeast Florida Division
1475 Centrepark Blvd, Suite 305
West Palm Beach, FL 33401
Direct (561) 206-1410
Cell (404) 451-2386
andrew.maxey@pultegroup.com

1. **Property Description.** The property consists of +/- 105.89 acres of undeveloped land in Fort Pierce, Florida. Its parcel identification numbers are set forth of Exhibit A, attached hereto. The property is roughly depicted below, with the desired portion highlighted.



2. **Purchase Price**. The Purchase Price will be **$13,557,610**, cash paid at closing.

3. **Intended Use**. Buyer's intended use is a fee simple, residential community.

4. **Deposits/Fees**.
   First Escrow Deposit: The first deposit of **1% of the total purchase price** due within five business days after the parties execute a mutually acceptable contract and is fully refundable to Buyer until the completion of the inspection period.
   Second Escrow Deposit: Upon the end of the inspection period, Buyer will deliver, within five business days, an additional deposit of **4% of the total purchase price** to escrow agent bringing the total deposit to **5% of the total purchase price**.

   The first and second deposits are to be creditable against the total purchase price at Closing. Portions of the Deposit will be released in accordance with the schedule set forth in Section 6 below, and shall be subject to the terms of Section 6. Any portion of the Deposit remaining in escrow at any time will be non-refundable after the expiration of the Inspection Period subject to satisfaction of the Closing Conditions.

5. **Inspection Period**. Buyer will require **60 days** from the signing of the contract in which to investigate the property at Buyer's expense. Buyer shall have the right to one 30-day extension for a fee of $20,000, which shall be released to Seller. The extension fee shall be non-refundable and applicable to the purchase price.

6. **Closing Schedule**. Buyer shall close on the Property within 30 days after the expiration of the Inspection Period (Closing Date). Buyer shall have the right to extend the Closing Date for up to five (5) 90-day periods by releasing portions of the Deposit as set forth in the below schedule. All portions of the Deposit shall become non-refundable to Buyer upon release, except in the event of a Seller default.

    - Extensions 1-3 – Buyer shall release $100,000 of the Deposit from escrow to Seller per 90-day extension, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price;

    - Extension 4 – Buyer shall release the remainder of the Deposit, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price;

    - Extension 5 – Buyer shall send an additional deposit of $100,000 to Seller, which amount shall be non-refundable pursuant to the provisions of this Section 6 and applicable to the Purchase Price.

    Closing shall be held on the earlier of (i) the Closing Date, or (ii) within 30 days after satisfaction of all Closing Conditions set forth below.

7. **Closing Conditions**.
    - Future Land Use amendment in accordance with the intended use
    - Rezoning in accordance with the intended use
    - Final site plan approval for intended use
    - Sitework/earthwork permits required for clearing and excavation
    - Water/sewer permits
    - All permits required from any agency, including but not limited to FDEP, SFWMD or NSLRWCD.

8. **Due Diligence Materials.** In the event that the contract terminates prior to Closing for any reason other than Seller's default, Pulte shall provide copies of all due diligence reports and materials to Seller within 30 days after termination.

9. **Title Evidence**. Seller will pay for title insurance in the amount of the purchase price and provide a title commitment during the first twenty days of the inspection period. Permitted title exceptions will be determined by the end of the inspection period.

10. **Broker.** Buyer and Seller agree that they are not represented by any broker in this transaction other than Shane McCain at Illustrated Properties who shall be compensated by Buyer, and Cooper Osteen with SLC Commercial who shall be compensated by Seller pursuant to a separate agreement.

11. **Confidentiality**. Buyer and Seller agree to maintain the terms of this LOI and all negotiations relating to the property as confidential between Buyer and Seller and shall not disclose their existence of this LOI to any other person.

This letter is not intended to create any legal commitments binding upon either Pulte or the Seller. The parties shall become legally bound only if and when they execute a mutually acceptable contract. If the foregoing is acceptable, please indicate your approval by signing this letter and returning an executed copy to Pulte electronically. Upon receipt of your acceptance, Pulte will commence preparation of a mutually acceptable written contract.

Agreed and Accepted:

Seller:	**Buyer:**
Signature:	Signature:
Printed Name: Milo Thornton	Printed Name:
Title: Board Chair	Title:
Date: October 27, 2026	Date:

Exhibit A

- 242044400050005
- 242044300010004
- 242912100240009
- 242912100210101
- 242912100210008
- 242912100230002
- 242034400050008
- 242912300012701
- 242034100040002
- 242034100060006
- 242033100010000
- 241944100010004
- 242912200010005
- 242033200200002
- 242912100200001

AGENDA ITEM NO. 7b

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Sale of two College owned excess properties – 2515 S 29th Street & 2603 S 29th Street, Fort Pierce, FL

REGULAR AGENDA OR COMMITTEE: Regular Agenda

SUBMITTED FOR: _X_ **ACTION/VOTE**

SUMMARY:
This action involves the sale of two properties: 2515 S. 29th Street (1.04 acres) and 2603 S. 29th Street (0.19 acres). These properties have been listed on the MLS and by brokers for over 100 days. This is a cash offer with no contingencies, except for title verification.

Additionally, these properties are not included in the College's EDUPLAN, are not contiguous to the Massey Campus, and do not have any foreseeable use for the College. Currently, the College maintains these properties at a cost, and Ad Valorem taxes are owed to the County.

2515 S. 29th Street:
Purchased in 2010 for $277,100; assessed value is $99,825; broker desktop appraisal is $152,500. The contract price is $152,500.
Note: The property was improved with a structure when purchased in 2010. It was raised before 2021.

2603 S. 29th Street:
Purchased in 2011 for $10,000; assessed value is $11,999; broker desktop appraisal is $43,000. The contract price is set at $43,000.

The funds have been allocated for improvements to campus security.

ALTERNATIVE(S): Decline the sale of the properties.

FOR CONTRACTS: Standardized *Florida Residential Real Estate Purchase Agreement*

TERMS: Property AS IS, WHERE IS, with all defects, latent or otherwise.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/15/26

BOARD ACTION: DATE: 10/27/26

Vacant Land Contract

1. Sale and Purchase ("Contract"): District Bd of Trustees of IRSC ("**Seller**") and MG & SONS PROPERTIES, LLC ("**Buyer**") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 2515 S 29TH ST & 2603 S 29TH ST
Legal Description: MARION HEIGHTS S/D BLK 1 LOTS 4, 5, 6, 7, 8 AND N 36 FT OF LOT 9 (1.04 AC) (OR 3234-1981) & MARION HEIGHTS S/D BLK 2 LOT 2 (0.19 AC) (OR 3342-869)

SEC ___/TWP /___/RNG ___ of Saint Lucie County, Florida. Real Property ID No.: See Additional Terms including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) ..... $ 195,500.00
All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
Escrow Agent's Name: Liberty Title Partners of the Treasure Coast
Escrow Agent's Contact Person:
Escrow Agent's Address: 1940 Fountainview Boulevard #103, Port Saint Lucie, FL 34986
Escrow Agent's Phone: 772-226-6870
Escrow Agent's Email: closer2@libertytitlepartners.com

(a) Initial deposit ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☑ will be delivered to Escrow Agent within 2 days (3 days if left blank) after Effective Date ..... $ 10,000.00

(b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
☐ within _____ days (10 days if left blank) after Effective Date
☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period ..... $

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... $

(d) Other: ..... $

(e) Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds ..... $ 185,500.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____ prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 10/29/2026, this offer will be withdrawn and **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

4. Closing Date: This transaction will close on On or before 11/06/2026 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (**Check as applicable**)

(a) ☑ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing: Buyer** will secure a commitment for new third party financing for $ _____ or _____% of the purchase price at (**Check one**) ☐ a fixed rate not exceeding _____% ☐ an adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing: Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows:

_____

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (**Check one**) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☑ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☑ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at (**Check one**) ☐ **Seller's** ☐ **Buyer's** expense and (**Check one**) ☐ within _____ days after Effective Date ☐ at least _____ days before Closing Date, (**Check one**)

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(1) ☑ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

9. Property Condition: Seller will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Inspections: (Check (1) or (2))

(1) ☐ **Due Diligence Period: Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"

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condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

(2) ☑ **No Due Diligence Period: Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(b) Government Regulations: Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, ☐ **Seller** ☑ **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

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(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.

(g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. **Computation of Time:** Calendar days, based on where the Property is located, will be used when computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103), or on a day a national legal holiday is observed shall extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

12. **Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. **Force Majeure: Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. **Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. **Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. **Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
    (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.
    (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

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Jason Yarborough 3565179		
Seller's Sales Associate/License No.	**Buyer's** Sales Associate/License No.	
jason@lynqrealty.com		
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address	
772-828-0164		
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number	
LYNQ Real Estate		
Listing Brokerage	**Buyer's Brokerage**	
1940 SW Fountainview Blvd. Suite #101, Port St. Lucie, FL 34986		
Listing Brokerage Address	**Buyer's Brokerage Address**	

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable**):

- ☐ A. Back-up Contract
- ☐ B. Kick Out Clause
- ☐ C. HOA Addendum
- ☐ D. Other

23. Additional Terms: Transaction includes the following two properties:

1. 2515 S 29TH ST., Parcel ID 2420-502-0004-000-5, Sec 20 / TWP / 35S / RNG 40E
2. 2603 S 29TH ST., Parcel ID 2420-502-0022-000-7, Sec 20 / TWP / 35S / RNG 40E

Seller shall designate closing agent and escrow company. Buyer shall pay for title policy and related charges. Title commitment shall be delivered at least 10 days before closing date.

Buyer acknowledges that property is being sold "As Is" and waives right to inspection period.

COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- ☐ Seller rejects Buyer's offer

[The remainder of this page is intentionally left blank.

This Contract continues with Line 367 on Page 8 of 8.]

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This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: Miguel A Macias Date: _____

Print name: Miguel A. Macias

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: _____

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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AGENDA ITEM NO. 8

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: 10/27/26
BOARD ACTION:	DATE: 10/27/26

District Board of Trustees
Finance Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026 – 9:30 AM

AGENDA

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

2. Request approval of the following 2026/27 Budget Amendments - *Victoria Ortiz-Lucas*
    a. No. 1 – Fund 1, Current Fund – Unrestricted
    b. No. 2 – Fund 7, Unexpended Plant

3. Request approval of the Second Amendment to the Global Master Services Agreement between ADP, Inc. and Indian River State College - *Dr. Michael Hageloh*

4. Request approval of the following EHR Evolution additional Statements of Work for the Master Professional Services Agreement – *Dr. Michael Hageloh*
    a. #025225_2_B Indian River State College PM – Banner
    b. #02525_11_R2 Indian River State College DegreeWorks Scribe Renewal

5. Request approval of the Ellucian 12-Month Managed Services Agreement for Technical Resources - *TaTanisha Baker*

6. Request approval of the TeamDynamix Solutions LLC Order Form to replace Solar Winds Service Desk – *TaTanisha Baker*

7. Condensed Financial Report & Highlights for May & June 2026 *(included in packet for information only)*

8. Adjourn

AGENDA ITEM NO. 9

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: 10/27/26

BOARD ACTION: DATE: 10/27/26

District Board of Trustees
Academic Affairs & Charter Schools Governance Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026

AGENDA

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

2. Request approval of the following Clark Advanced Learning Center items:
    a. Performance Pay for Clark Advanced Learning Center personnel resulting from 2025/26 School Year Final Evaluations - *Dr. Stephanie Etter*
    b. Teacher and Counselor Annual Contract Appointments for the August 3, 2026 – May 27, 2027 school year – *Dr. Stephanie Etter*
    c. Clark Advanced Learning Center 2026/27 Student Progression Plan – *Dr. Leslie Judd*

3. Request approval of the following Indiantown High School items:
    a. Performance Pay for Indiantown High School personnel resulting from 2025/26 School Year Final Evaluations - *Dr. Stephanie Etter*
    b. Teacher and Counselor Annual Contract Appointments for the July 30, 2026 – May 31, 2027 school year – *Dr. Stephanie Etter*
    c. Indiantown High School 2026/27 Student Progression Plan – *Luann Hoyseth*
    d. 2026/27 Indiantown High School Student Policy Handbook & Code of Conduct – *Luann Hoyseth*

4. Adjourn

AGENDA ITEM NO. 10

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: 10/27/26

BOARD ACTION: DATE: 10/27/26

District Board of Trustees
Facilities Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026

AGENDA

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

2. Request approval of the Facilities Lease Agreement between Indian River State College and Okeechobee County Economic Development Corporation – *Tony Quinn*

3. Request approval of the following Architect/Construction/Independent Contractor Agreements – *Tony Quinn*

   Architect Agreement*:*

   a. Addendum #01 to the Architect Agreement with Spiezle Architectural Group

   Construction Agreement:

   a. Paul Jacquin & Son's Construction – Proposal dated 8/21/26 for IRSC Pruitt Campus J Building Refresh

   Independent Contractor Agreements:

   a. Jacquin & Sons, Inc. Change Order #004, IRSC Phase 3 Remodel Science Bldg. N
   b. Jacquin & Sons, Inc. Change Order #005, IRSC Phase 3 Remodel Science Bldg. N
   c. Precision Automation Inc., Crime Lab Automation System Installation
   d. TK Elevator Corporation, Oil Line Repairs, Brackett Library, Mueller Campus

e. TK Elevator Corporation, Oil Line Repairs, Y Building, Massey Campus

4. Request approval of the Memorandum of Understanding between the District Board of Trustees of Indian River State College and St. Lucie County Sheriff – *Tony Quinn*

5. Request approval of the following RFQu #24/25-03 Continuing Services Contract Renewals for Construction Management (Year 3 of 3) – *Tony Quinn*
    a. Charles Perry Partners, Inc.
    b. H.J. High Construction
    c. Lebolo Construction Management
    d. LEGO Construction Co.
    e. Paul Jacquin & Sons, Inc.
    f. Proctor Construction Co.
    g. Thornton Construction Company, Inc.
    h. WELBRO Building Construction

6. Request approval of the following RFQu #24/25-04 Continuing Services Contract Renewals for Mechanical, Electrical, Plumbing (MEP) Services (Year 3 of 3) – *Tony Quinn*
    a. BCER Engineering Inc.
    b. Cape Design Engineering Co.
    c. OCI Associates, LLC
    d. SGM Engineering

7. Request approval of the following RFQu #24/25-05 Continuing Services Contract Renewals for Civil Engineering (Year 3 of 3) – *Tony Quinn*
    a. Chen Moore and Associates, Inc.
    b. GRAEF
    c. Kimley-Horn and Associates, Inc.
    d. Miller-Legg

8. Request approval to update the College's Site Designations per amendments to Florida Statute 6A-14.0061 effective 8/3/26 – *Tony Quinn*

9. Adjourn

AGENDA ITEM NO. 11

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: 10/27/26
BOARD ACTION:	DATE: 10/27/26

District Board of Trustees
Governance & Legislative Affairs Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026

AGENDA

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

2. Request approval of the Recommendations by the President and Cabinet for the proposed Athletic Restructuring Plan – *Dr. Moore*
    a. Eliminate both the Men's & Women's Swimming and Diving programs, effective at the start of the Fall 2027/28 academic year
    b. Transition all remaining sports – specifically Baseball, Softball and Men's Basketball - to Division 2 competition in the Fall 2027/28 academic year *(Note: Volleyball is already competing in Division 2)*
    c. Direct the administration to evaluate the feasibility of reinstating the Women's Basketball program for the 2028/29 season, pending resource availability

3. Open to Public Comment regarding updates to Board Policies in Agenda Item #4 – *Chair George*

4. Final Reading and request for approval for updates to the following Board Policies according to NEOLA suggestions – *Dr. Angela Browning*
    a. Board Policy #1121, #2121 & #3121 – *Background Screening*
    b. Board Policy #6320 – *Purchasing and Contracting for Commodities and Contractual Services*
    c. Board Policy #6605 - *Crowdfunding*
    d. Board Policy #7442 – *Emergency Opioid Antagonists in College Housing*

e. Board Policy #8420 – *Equal Access/Equal Opportunity, Discrimination, Sexual Misconduct, and Unlawful Harassment*
f. Board Policy #8422 – *Nondiscrimination on the Basis of Sex in Education Programs and Activities*
g. Board Policy #8423 – *Nondiscrimination on the Basis of Sex in Dual Enrollment Education Programs and Activities*
h. Board Policy #8470 – *Safety and Crime Prevention*
i. Board Policy #8900 – *Anti-Fraud*

5. Adjourn

AGENDA ITEM NO. 12

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Strategic Planning Committee Meeting Report

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Report on the Strategic Planning Committee Meeting held earlier in the day. Will recommend approval for any items needing a vote.

COMMITTEE RECOMMENDATION: Trustee Christa Luna	DATE: 10/27/26
BOARD ACTION: None Required	DATE: 10/27/26

District Board of Trustees
Strategic Planning Committee Meeting
Indian River State College – Dixon Hendry Campus
Williamson Conference Center Auditorium, C112
2229 NW 9th Avenue, Okeechobee, FL 34972

October 27, 2026

AGENDA

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

2. 2026-2029 Strategic Plan – 2026 Annual Report *(for information only) – Dr. Angela Browning and Strategic Planning & Budgeting Workgroup Members*

3. Adjourn

AGENDA ITEM NO. 13a-13r

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: 10/27/26

BOARD ACTION: DATE: 10/27/26

AGENDA ITEM NO. 13a

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Addendum No. 1 to the Affiliate Partnership Agreement between University of East London and The District Board of Trustees of Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for Addendum No. 1 to the Affiliate Partnership Agreement between University of East London and The District Board of Trustees of Indian River State College to expand the list of Programs/Certificates to be offered under the Agreement to include three (3) additional graduate degree programs, an Amendment to Appendix B – CPD/Professional and Executive Education – Revenue Share, Marketing, and Participant Discount.

ALTERNATIVE(S): N/A

TERMS: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Heather Belmont DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

ADDENDUM NO. 1
TO THE AFFILIATE PARTNERSHIP AGREEMENT

Between

University of East London ("UEL")

And

The District Board of Trustees of Indian River State College ("IRSC")

This Addendum No. 1 (this "Addendum") is entered into as of September 8th , 2026 (the "Addendum Effective Date"), by and between University of East London ("UEL") and The District Board of Trustees of Indian River State College ("IRSC"), and amends that certain Affiliate Partnership Agreement dated as of March 24, 2026, by and between UEL and IRSC (the "Agreement"). UEL and IRSC are collectively referred to herein as the "Parties." Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement.

WHEREAS, Section 10 of the Agreement provides that the Agreement may be altered or amended only by a written instrument executed by each of the Parties; and

WHEREAS, the Parties wish to expand the list of Programs/Certificates to be offered under the Agreement, as set forth in Appendix A, to include three (3) additional graduate degree programs; and

WHEREAS, the Parties desire to memorialize such expansion in accordance with the terms of this Addendum.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Appendix A — Additional Programs

Appendix A of the Agreement (Programs/Certificates to be offered) is hereby amended to add the following programs, effective as of the Addendum Effective Date:

- MS Esports Management
- MS Marketing
- MA Media & Communications

Each program listed above is hereby designated an "Approved UEL Programme" for all purposes under the Agreement, including without limitation Sections 2.1 through 2.8 (Financial Terms; Defined Students and Revenue; Contributions; Restricted IRSC Scholarship Fund) and Section 4 (Obligations of Parties). All references to Appendix A in the Agreement shall be deemed to include the three (3) additional programs added by this Addendum.

2. Amendment to Appendix B

CPD / Professional and Executive Education — Revenue Share, Marketing, and Participant Discount

The continuous professional development courses listed in Appendix B of the Agreement (also referred to as "Professional and Executive Education" courses) shall be subject to the following additional terms. For purposes of this Section 3, "Participant" means an individual who enrolls in an Appendix B / CPD course, and is distinct from an "IRSC Student" as defined in Section 2.1 of the Agreement; the revenue-share, marketing,

and discount terms of this Section 3 apply solely to Participants and Appendix B / Professional and Executive Education courses, and do not modify Sections 2.1 through 2.8 of the Agreement as they apply to IRSC Students and Appendix A programmes.

2.1 Revenue Share. For each Appendix B / Professional and Executive Education course that runs at IRSC, UEL shall compensate IRSC an amount equal to fifteen percent (15%) of the net revenue generated by UEL from that course. For purposes of this Section 3.1, "net revenue" means the gross course fees actually received by UEL from Participants, less the ten percent (10%) Participant discount described in Section 3.3 below. UEL shall calculate and remit such amounts to IRSC on the same cycle and within the same timeframe as the contributions described in Section 2.2 of the Agreement, unless the Parties otherwise agree in writing.

2.2 Marketing by IRSC. IRSC shall market the Appendix B / Professional and Executive Education courses to its students, alumni, staff, industry partners, and other stakeholders.

2.3 Participant Discount. Participants enrolling in Appendix B / Professional and Executive Education courses delivered at IRSC shall receive a ten percent (10%) discount off the applicable course fee.

3. No Other Changes

Except as expressly amended by this Addendum, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control solely with respect to the subject matter herein.

4. Counterparts

This Addendum may be executed in one or more counterparts (including by electronic signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed as of the Addendum Effective Date.

University of East London

Name: ____Paul Michael Marshall

Title: Vice- President & Deputy Group CEO (Global)

Signature: _____

Date: _____09/21/2026_____

Indian River State College

Name: __Tim Moore, Ph.D._____

Title: _____President_____

Signature: _____

Date: _____9/28/26_____

AFFILIATE PARTNERSHIP AGREEMENT

Between

University of East London ("UEL")
And
The District Board of Trustees of Indian River State IRSC
("IRSC")

This Educational Programming Affiliation Partnership Agreement (hereafter "Agreement") is entered into this 24th day of March 2026 by and between:

University of East London("UEL"), a university registered in the United Kingdom, with principal office located at 4-6 University Way, London E16 2RD, United Kingdom; hereinafter referred to as the "**UEL**" and **The District Board of Trustees of Indian River State College,** a public body corporate of the State of Florida with its principal office at 3209 Virginia Ave, Fort Pierce, FL 34981 and hereinafter referred to as the "**IRSC**".

The UEL and IRSC shall be collectively referred to as the "**Parties**".

WHEREAS IRSC and UEL will collaborate to align and provide strategic academic programs to meet regional and global workforce needs and high demand for quality, higher education graduates.

WHEREAS IRSC will promote and offer associate degree programs that transfer directly into EUL's baccalaureate degrees, as mutually agreed upon and outlined in Appendix A.

WHEREAS IRSC will provide the full curriculum for associate degrees and remit course descriptions, learning outcomes and syllabi to ensure transferability of IRSC coursework to UEL.

WHEREAS the UEL and its Entities will provide full curriculum, course development, instruction, career guidance and related educational materials for programs offered by UEL at IRSC.

WHEREAS UEL will deliver an international learning experience through UEL's Vision 2028 Careers-First model

WHEREAS IRSC and UEL will strengthen Florida's higher education ecosystem by expanding local access to global qualifications.

The parties to this Agreement wish to enter a transferable agreement pursuant to which UEL will deliver the courses respectively developed and offered by the Entity in question.

The parties agree to transfer the delivery of courses to UEL USA Ltd. via a novation agreement.

Delivery Structure and Novation

UEL develops, owns, quality assures, and awards the academic programmes covered by this Agreement. UEL may perform its delivery and operational obligations under this Agreement through an affiliated

entity, including a wholly owned United States subsidiary to be formed ("UEL USA Ltd"). Such affiliate performance may include instruction, administration, student support, facilities, and related services.

Performance by an affiliate shall be deemed performance by UEL for purposes of this Agreement. UEL shall remain responsible for academic standards, quality assurance, accreditation compliance, and degree-awarding authority unless expressly agreed otherwise in writing.

Upon formation of UEL USA Ltd, the parties may transfer this Agreement from UEL to UEL USA Ltd by written novation executed by all parties (a "Novation Agreement"). Upon the effective date of the Novation Agreement:

(a) UEL USA Ltd shall assume and agree to perform the delivery and operational obligations arising after the novation effective date;

(b) UEL shall remain responsible for obligations and liabilities arising prior to the novation effective date;

(c) academic award authority and quality oversight shall remain with UEL unless expressly reassigned in writing; and

(d) the counterparty's consent to the Novation Agreement shall not be unreasonably withheld, conditioned, or delayed.

No transfer of this Agreement shall be effective absent a fully executed Novation Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, it is hereby agreed upon by the Parties that:

1. **TERM & TERMINATION**: The Agreement shall commence on 1st day of April, 2026. It will have a term of two (2) years ("Initial Term") unless sooner terminated by mutual agreement as set forth herein. If not terminated, this Agreement shall automatically renew on that date for successive renewal terms of two (2) years ("Renewal Term").

    a) Termination for Breach; Cure. Either party may terminate this Agreement upon ninety (90) days' written notice to the other party in the event of a material breach of this Agreement, if such breach is not corrected by the other party within the ninety (90) day period. The non-breaching party shall provide written notice describing the nature of the default or breach and the steps, if any, which can be taken to correct such breach. The parties may mutually agree to extend the cure period up to sixty (60) days.

    b) Termination for Convenience. IRSC may terminate performance of work under this Agreement in whole or, from time to time, in part, in its sole discretion, for convenience at any time and without cause, upon ninety (90) days written notice to UEL.

2. **FINANCIAL TERMS**

2.1 Defined Students and Revenue.
For the purposes of this Agreement, "IRSC Students" means students who progress directly from study at Indian River State College into an approved UEL programme under the articulation or transfer pathways covered by this Agreement.

"Revenue" means the gross tuition fees actually received by UEL from IRSC Students for enrolment in such approved UEL programmes, excluding only government taxes or statutory fees that UEL is required by applicable law to collect and remit to a governmental authority. Revenue shall not be reduced by internal discounts, scholarships, commissions, or marketing costs funded by UEL.

2.2 Contributions.
Following the close of each enrolment cycle and after all IRSC Students in that cycle have passed UEL's published refund or withdrawal deadline, UEL shall calculate an amount equal to ten percent (10%) of the Revenue attributable to IRSC Students in that cycle. UEL shall transfer that amount within thirty (30) days to the UEL Charitable Trust, a U.S.-based charitable entity established by UEL and operated exclusively for charitable and educational purposes.

All such transfers are intended to constitute donor-restricted charitable contributions dedicated to scholarship support for eligible IRSC Students, subject to applicable U.S. nonprofit and charitable law.

2.3 Restricted IRSC Scholarship Fund.
All contributions made under this Agreement shall be received, held, and accounted for by the UEL Charitable Trust as donor-restricted funds in a separately identified and ring-fenced scholarship fund (the "IRSC Scholarship Fund"). The IRSC Scholarship Fund shall be used exclusively to provide scholarship awards for eligible IRSC Students transferring into approved UEL programmes. The Trust shall maintain separate accounting records for the IRSC Scholarship Fund and shall not commingle such funds with unrestricted assets.

2.4 Scholarship Framework and Agreed Criteria.
The eligibility criteria, award methodology, and operating parameters for scholarships funded from the IRSC Scholarship Fund shall be developed by the UEL Charitable Trust in consultation with IRSC and documented in a written Scholarship Framework Document approved by the Trust's governing board. The framework may include agreed parameters relating to student eligibility, academic and progression thresholds, financial need considerations, programme pathways, award value ranges, and renewal conditions.

Once approved by the Trust's governing board, the Scholarship Framework Document shall govern awards from the IRSC Scholarship Fund and shall not be materially amended without prior consultation with IRSC.

2.5 Delegated Scholarship Selection Committee.
The governing board of the UEL Charitable Trust shall establish a Scholarship Selection Committee and formally delegate to that committee authority to review applications and approve scholarship awards from the IRSC Scholarship Fund in accordance with the approved Scholarship Framework Document. The committee shall operate under a written charter, apply objective and consistently applied selection

criteria, maintain written records of its decisions, and report award activity to the Trust board at least annually.

Committee composition and procedures shall comply with applicable U.S. nonprofit governance and conflict-of-interest requirements. No representative of a beneficiary institution shall constitute a voting majority of the committee or exercise unilateral control over award decisions.

2.6 Governance Participation.
IRSC shall be invited to nominate one representative for appointment either to (a) the governing board of the UEL Charitable Trust, or (b) the Scholarship Selection Committee, in each case subject to the Trust's governing documents, conflict-of-interest policy, and applicable U.S. charitable law. Such participation shall include involvement in the development and periodic review of scholarship criteria and processes but shall not override the Trust board's fiduciary authority or independent decision-making obligations.

2.7 Use Assurance and Good Faith Administration.
The UEL Charitable Trust shall administer the IRSC Scholarship Fund in good faith, strictly in accordance with the donor restriction, the approved Scholarship Framework Document, and applicable law. Scholarship awards shall be made only within the defined eligibility criteria and exclusively for the charitable purpose set out in this Section.

2.8 Reporting and Transparency.
The UEL Charitable Trust shall provide IRSC with an annual written report detailing:
(a) total contributions received into the IRSC Scholarship Fund,
(b) scholarships approved and disbursed during the reporting period,
(c) number of student beneficiaries, and
(d) the remaining fund balance.

Upon reasonable request, the Trust shall also provide summary information describing the scholarship criteria and selection process applied during the reporting period.

3. **PAYMENT: Payment** made to IRSC will be assessed ninety (90) days prior to the automatic renewal terms of this agreement. It is anticipated that following the initial contract term, UEL will remit monthly a fair market value payment to IRSC for usage of IRSC facilities.

4. **OBLIGATIONS OF PARTIES**:

    a. <u>UEL and its Entities Obligations:</u>
        The UEL and its Entities adhere to the following:
        i. UEL and its entities will own end-to-end development and delivery of all educational offerings, including instruction for coursework beyond the associate degree level.
        ii. UEL and its entities are responsible for shipping of products to students (if necessary) as required by course or program.
        iii. UEL and its entities to assist with job placement and career services at completion of training.

iv. UEL and its entities will promote and market programs to region served by IRSC.
v. UEL to coordinate schedule with the IRSC for instructional delivery.

b. IRSC Obligations:
i. Promote and market programs to the regions served by the IRSC.
ii. Advise students on career and academic opportunities as related to courses and programs that articulate to UEL's baccalaureate degree programs offered in collaboration with IRSC.
iii. Provide two appropriately equipped classrooms during the evenings or weekends to facilitate in-person training.

5. **INDEMNIFICATION AND INSURANCE**: Subject to the limits set forth in section 768.28, Florida Statutes, the Parties shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm. Each party represents and warrants that it carries insurance customarily obtained in the industry in customary amounts and under customary terms and conditions to insure their indemnification obligations hereunder. Nothing herein shall be construed to be a waiver, explicit or implied, of the sovereign immunity provisions enjoyed by the IRSC as outlined in section 768.28, Florida Statutes.

6. **CONFIDENTIALITY:** If either party has access to or is provided any records or data which is confidential or exempt from public records under state or federal law ("Confidential Information"), Contractor shall at all times comply with any and all applicable state and federal laws governing the disclosure, use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA). This provision shall survive the expiration or earlier termination of the Agreement.

7. **INDEPENDENT CONTRACTORS:** The Parties to this Agreement are independent contractors. This Agreement does not create a relationship of employment, agency, partnership, joint venture or license, or create any fiduciary duty or similar obligation or liability between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf, nor will either Party represent it as such authority.

8. **LIMITATIONS:** Under no circumstances shall either party be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including loss of profits, even if advised in advance of the possibility of such damages. UEL may change courses or products licensed under this agreement as these offerings are updated, deleted or amended by UEL and/or its entities upon agreement by the parties.

9. **NOTICES:** Any notices by either the UEL or the IRSC will be delivered to the addresses indicated under the signature on the last page of this Agreement and a copy will be sent to the email address

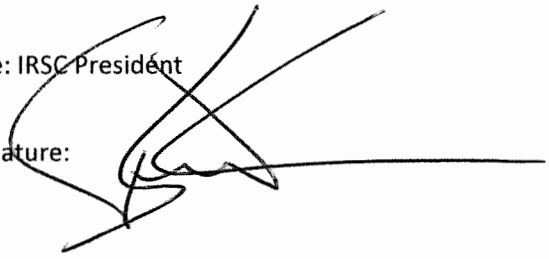
indicated below the signature.

10. **ENTIRE AGREEMENT:** This Agreement and its Incorporated Documents, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be altered or amended only by a written instrument executed by each of the parties hereto. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

11. **SEVERABILITY**: The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the provisions shall be deemed deleted. The remaining provisions shall be deemed effective and binding upon the parties.

12. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance, with the laws of the State of Florida, without regard to its conflict of law's provisions. The parties further submit to, and waive any objections to, personal jurisdiction of, and venue in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed at the place and on the date above written.

University of East London	**Indian River State College**
Name: Professor Paul Marshall	Name: Timothy E. Moore, PhD
Title: Vice-President Global	Title: IRSC President
Signature:	Signature: 
Date:	Date: 3/24/26

Appendix A:

Programs/Certificates to be offered:

1. **UEL BSc Applied Behavioral Science Top Up**

IRSC Feeder qualifications: A.A. Psychology (Transfer Pathway); A.S. Social & Human Services

2. **UEL BA Media & Communication Enterprise Top Up**

IRSC Feeder qualifications: A.A. Mass Communication; A.A. Journalism; A.A. English; A.S. Digital Media Technology.

3. **UEL BSc Marketing (Digital and Social Media) Top Up**

IRSC Feeder qualifications: A.S. Marketing Management; A.S. Digital Media Technology.

4. **UEL Executive MBA**

5. **UEL MSc Cyber Security Engineering**

6. **UEL MSc Public Health**

7. **Continuous professional development courses – see Appendix B for the full list of UEL CPD programs on offer.**

Appendix B:

CLUSTER 1 — CYBERSECURITY, CLOUD & DIGITAL FORENSICS

Cloud Computing:
This CPD provides an overview of the field of Cloud Computing, its enabling technologies, main building blocks, and hands-on experience. It both introduces this domain and covers the topics of data centres, virtualization, cloud storage, and various Cloud paradigms. Motivating factors, benefits, challenges, and service models will be discussed. Modern data centres enable many of the economic and technological benefits of the cloud paradigm; hence, the CPD describes several concepts behind data centre design and management.

Computer Security:
This CPD provides an understanding of the tools and techniques needed to protect computers, networks and internet sites from unauthorised intrusion. This will involve studying possible security risks and the application of appropriate technical, defensive mechanisms/tools to counteract cyber-crime. Main themes include: computer security, risks and threats analysis, identification, authentication, access control, cryptography and encryption, digital signatures and certificates, viruses and malware, intrusion detection and defensive measures, software protection, and security evaluation.

Security Management:
This CPD provides the core theoretical background necessary for ensuring security of information systems. It extends the delegate's knowledge of systems and risks management, enhances their ability to identify the problems associated with security management, and expands their ability to better manage security vulnerabilities and integrate security management with the rest of IT management. It provides practical experience of auditing information systems for adequate information security based on industry specific standards.

Digital Forensics:
This CPD qualifies and equips delegates with the skills and knowledge required to conduct an investigation (seizure, extraction, and examination of digital evidence from digital devices). Main themes include: computer crime investigation, incident response methodology, evidence collection and seizure procedures, how to establish and maintain a physical "chain of custody", reporting procedures within organisations, the use of technology to retrieve data and make verifiable exact forensics copy, storage of seized evidence, effective analysis of evidence, and documentation and report creation.

CLUSTER 2 — DATA SCIENCE, AI & ANALYTICS COMMUNICATION

Big Data Analytics:
This CPD provide delegates with the core theoretical and practical background required for big data analytics and developing big data systems. It provides an insight into areas of big data management and advanced analytics. Delegates will develop in-depth practical skills through using tools and techniques from the forefront of the emerging field of data analytics. Main themes include: an introduction to Big Data, setting up Big Data stack, Big Data applications, data acquisition, Big Data storage, batch and real-time analysis, advanced analytics, Big Data visualisation, and legal, social, and ethical Issues with Big Data applications.

Machine Learning on Big Data:

This CPD provides delegates with the core theoretical and practical background required for using machine learning techniques for big data analytics and developing large-scale intelligent algorithms for big data systems. Main themes include: an introduction to data mining for Big Data, Big Data processing, Big Data classification, Big Data clustering, machine learning applications for Big Data analytics, and legal, social, and ethical issues within machine learning on Big Data.

Advanced Decision Making: Predictive Analytics and Machine Learning:
This CPD provides delegates with the knowledge and skills to develop a deep understanding of ways of making decisions that are based strongly on data and information. Particular focus will be on mathematical, statistical and algorithmic-based decision-making models using predictive analytics and machine learning. Various cases will be examined. The software environment will be predominantly open-source R. Main themes include: models used in decision-making, mathematics and statistical foundations of decision-making, principles of algorithm-based models, use of predictive analytics and machine learning in decision-making, assessment of accuracy, propagation of uncertainty and probabilities of uncertain events, utility vs. cost benefit/effectiveness, and maximisation of expected utility of models.

Quantitative Data Analysis:
This CPD provides delegates with an understanding of how quantitative data are analysed in social science research, to develop the necessary practical skills through project work using key software including Excel, and open source software packages R and SQLite, and confidence in handling large quantitative datasets. Main themes include: quantitative research processes including the relationship with qualitative research and mixed mode approaches, sources of data and official statistics; handling large data sets, data quality (metadata), cleaning and outlier detection and data integration issues, how to build a database and how to database query and export tables to other software, an exploration of univariate, bivariate and multivariate relationships, how to create data visualisations: tables, graphs and maps, various probability models and bow to use them, how to formulate and test hypotheses, how to derive statistical models, and how to present and evaluate quantitative analyses.

Data in Context: Strategies for Effective Communication:
This CPD provides delegates with an enriching and practical learning experience, exploring theories and strategies surrounding data-driven storytelling and its crucial role in achieving success in professional environments. Throughout this CPD, delegates engage with various communication theories and strategies, critically analysing their applications in real-world scenarios and live projects. By examining their effectiveness and relevance, they develop a deep understanding of how to communicate data compellingly and impactfully. One key focus of this CPD is the mastery of crafting data stories that leave a lasting impression on diverse audiences. Whether a delegate is communicating with journalists seeking to uncover new perspectives or business stakeholders looking for actionable insights, they will learn the fundamental principles behind creating impactful narratives that resonate with different audiences.

CLUSTER 3 — OPERATIONS, PROJECT MANAGEMENT & SUPPLY CHAINS

Managing Projects and Resilient Supply Chains:
This CPD equips delegates with advanced skills in resilient business operations. Working with real data and industry tools, they will explore how leading companies balance sustainability, efficiency, and profitability across global supply chains. The CPD emphasises practical decision-making through live business cases and market simulations. Delegates will develop expertise in operations and marketing management while considering ethical and environmental impacts. Industry engagement opportunities help them understand how successful companies integrate sustainability into their core operations. The

skills developed through this CPD are highly valued by organisations seeking to build resilient, future-ready operations. The approach to this CPD prepares delegates for leadership roles in: Supply Chain Management, Sustainability Strategy, Project Leadership, Operations Management, Business Transformation, etc. Main themes include: resilient international supply chains, resilient operations strategies, complex global projects, operational risk, and digital transformation initiatives.

Quality Management and Reliability:
This CPD gives insight to delegates for creating quality in products, services and engineering solutions. It further offers a holistic approach to guiding product design, manufacturing, and support as the client' expectations transitions from a product-oriented model to service-oriented paradigm. The topics used at the different stages of quality management and reliability engineering in this module will be using real world examples along with their theoretical bases, strengths and weaknesses. Main themes include: and introduction to 'Quality Engineering', the economics of quality, design for quality and reliability, product and process design including innovation management., accelerated life testing and its economics, quality tools (i.e. Six-sigma, lean, Pareto, statistical analysis etc), the Total Quality System and Total Quality Management System, strategic planning and continuous improvement thinking for quality, agile engineering practices, condition monitoring and predictive maintenance, maintenance strategy and development, reliability concepts and models, synthesizing design for reliability, and reliability from a product-oriented model to service-oriented paradigm.

Leadership, Stakeholders and Data Analytics:
The CPD provides delegates with a holistic approach to deliver resilient engineering solutions by taking individual/ team ownerships, managing processes and creatively using tools/ data for successful engineering/ project management. The CPD will also aid in recognising the interpersonal skills required to motivate and coordinate various stakeholders to achieve specified objectives throughout the change process. Analysis of data is an important task in many disciplines. Trends, correlation of variables, quality control and minimisation of hazardous events are some examples of application of data analysis whilst making fully informed decisions for effective engineering solutions. Main themes include: leadership and people management (including teams) for change management and success, operations management and improvement, strategic management and business plans, ethics, legal issues and commercial relationships, integrating technicality into decision making support incorporating techno-economic, risk and other criteria, application of mathematical techniques to engineering management data analysis problems, analytical methods and tools for project and engineering management, and new emerging concepts in engineering management.

CLUSTER 4 — BUSINESS, MANAGEMENT & MARKETING

Business Analytics for Impact:
This CPD develops delegates' decision-making competences and abilities in the field of Data Science (DS). Industry 4.0 and 5.0 is creating a competitive business environment full of fresh challenge and opportunity. These demand effective solutions for which business analytics plays an increasingly crucial role. Strategic analysis and visualisation of data to support effective decision making, optimises processes and creates competitive advantages. In this CPD. delegates will learn how to generate Business Intelligence (BI) from data and how to use Business Analytics (BA) to drive informed, ethical, decisions and successful outcomes. They will consider the effective management of data, statistical methods and informatic packages. This CPD will also develop delegates' understanding of the theoretical and practical competences necessary to produce and manage strategic data in a business

context. They will apply statistical methods and deploy digital tools to extract meaning and value from data supporting business performance.

Media and Marketing Communications:
This CPD combines practical training with investigation and study of relationships between public relations, marketing communications and media. The relationships between media and advertising are changing profoundly as they converge across digital platforms. Once settled relationships are being disrupted as advertising becomes more integrated within media and yet also more decoupled as advertising systems track and address users directly. A multi-layered convergence is underway: a convergence of marketing communications and media across corporate arrangements, production practices and identities, cultural forms, and relationships with users. This module explores the changing relationships between advertising, public relations, media and other environments where promotional communications occur, such as retail, fashion, music, sports and digital outdoor screens. This CPD considers changing relationships between brands and communications across media industries and practices and draws on a range of practitioner, industry, academic, regulatory, civil society and critical perspectives. The CPD brings together knowledge and capabilities to serve those seeking to work in branded content and digital marketing as well as those interested in investigating promotional screen industries, practices and promotional cultures. It also draws on media industries analysis, social and cultural theory, political economy, business, law and a range of contemporary critical and theoretical approaches to marketing communications.

Marketing in the Digital Age:
This CPD provides delegates with the ability to develop an advanced understanding of the strategic role of marketing in contemporary business. Through undertaking this CPD, delegates will have an advanced appreciation of the importance of marketing in general - and digital marketing in particular - in facilitating business success and sustainability, develop a critical understanding of contemporary marketing theory and practice, and be able to apply this understanding to practical challenges in contemporary marketing in developing strategies and tactics. Main themes include: defining marketing, understanding marketing management and marketing planning, value creation and co-creation, exploring the marketing environment and marketing research, segmenting markets and understanding consumer/customer buying behaviour, developing a brand strategy, designing marketing programs to build brand equity, designing and integrating marketing communications, e-models, e-mix, e-customers, e-tools and e-business, building relationships with multiple stakeholders, effective use of digital marketing and social media, creating market offerings for global markets, and mastering future marketing challenges.

CLUSTER 5 — HEALTH, BEHAVIOUR & HUMAN PERFORMANCE

Behaviour Change and Health Promotion:
This CPD enables delegates to critically explore health promotion, behaviour change, and critical theory and their relevance to health promotion strategies. By taking a life course approach, they will examine the role of prevention and management strategies from an individual professional, patient and public perspective, as well as a health system and societal perspective. Examination of evidence from communicable and non-communicable conditions and from healthy start to healthy ageing will provide you with the breadth of learning for critical analysis of what works and can work. US and international examples as well as those from the UK will be covered within this CPD. Main themes include: influence of micro and macro-environments on health outcomes and levers for change, theories

of change, the ethic and politics of health promotion, design, implementation and evaluation of health promotion, co-production of health campaigns, and primary, secondary and tertiary prevention.

Positive Psychology at Work:

Positive psychology applied to workplace(s) focuses on ensuring delegates understand how organisations (any size, industry, etc.), and those in them, flourish and prosper and integrates academic and practitioner knowledge. We focus on what produces positive organisational bias (opposed to attempting to address maladaptive behaviours) and often relates to both physical and mental wellbeing. It will focus on strengths (opposed to limitations), capabilities and capacities (opposed to shortcomings and weaknesses), how to measure, manage, and develop them (opposed to fixing them). The main topics covered aim to develop critical thinking and perspective on: wellbeing, occupational health, positive relationships and positive leadership.

Positive Consultancy and Training:

This CPD prepares delegates for the role of a trainer and/or consultant specializing in positive psychology. Drawing on research in the areas of Positive Psychology, Positive Organisational Scholarship, and Occupational Health Psychology, this CPD assists delegates in understanding complex organisational needs, interpreting them from the perspective of psychological research, and developing evidence-based solutions for teams and organisations aiming at positive change. The CPD covers both theory and practice of evidence-based consultancy and training. Delegates will critically explore theoretical and methodological foundations of developing positive psychology interventions in the organisational context and will consider the ways of achieving a good fit between the theoretical intentions of the interventions and their implementation in practice. The CPD includes both theories and practical tools for developing training around different concepts of positive psychology for different audiences. It will further equip delegates with skills to facilitate and sustain optimal performance.

Principles and Methods for Epidemiology:

This CPD will introduces delegates to the basic concepts in the design, analysis and interpretation of epidemiological studies as well as the methods applied to public health. Main themes include: measures of disease frequency and measures of effect, population impact, effective study design with cross-sectional, intervention, cohort, case-control, and ecological considerations, effective interpretation of epidemiological studies with focus on chance, bias, confounding, causality, effect modification, effective screening, and measures of public health impact and uses of routine data for preventative strategies.

AGENDA ITEM NO. 13b

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Clinical Affiliation Agreements:

- Department of Veterans Affairs, West Palm Beach VAMC (548) and Indian River State College
- Gina's Physical Therapy, Inc.
- Palms at St. Lucie West
- St. Lucie County Health Access Network d/b/a HANDS Clinic

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

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

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

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

FISCAL IMPACT: 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: 10/5/26

BOARD ACTION: DATE: 10/27/26

AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:		VISN 2 - West Palm Beach VAMC (548)
Veterans Integrated Service Network (VISN Number):		VISN 2
Name of Institution Sponsoring the Educational Program:		INDIAN RIVER STATE COLLEGE
Accrediting Body:		Accreditation in Physical Therapy Education (CAPTE)
GME PROGRAMS ONLY		
Please insert ACGME Program Number:		
ASSOCIATED HEALTH AND NURSING PROGRAMS		
Name of College or School:		The School of Health and Human Sciences
Health Profession:		Physical Therapy Assistant
Academic Degree Level of Training:		AS

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program ("the Academic Affiliate") collectively referred to as the "Parties," for the purpose of training health professions trainees (HPTs). In this agreement, "VA Healthcare System" includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. Accreditation Standards

a) Academic Affiliate

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) VA

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. Site Directors, Program Directors and Faculty

a) Academic Affiliate

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for HPT teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) VA

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. Administration and Setting of the Health Professions Education Program

a) Academic Affiliate

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: VHA Publications (va.gov).

b) VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal Procedures

a) Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b) VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

VA will establish qualifications for HPTs coming to VA from Academic Affiliates. VA will ensure that all HPTs and accompanying academic faculty are onboarded, have appropriate credentials, receive information systems access as appropriate, and are appointed to VA through Human Resources. Faculty coming from the Academic Affiliate must also receive privileges or scopes of practice for patient care activities.

If an HPT is required to participate in an investigation or inquiry, VA will notify the Academic Affiliate as soon as feasible.

VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

VA will notify the Academic Affiliate within three business days if an HPT is dismissed from a VA assignment. In consultation with the Academic Affiliate, VA will evaluate a HPT's performance and conduct using the processes determined by the Academic Affiliate and its accrediting body, and VA educational policies.

5. Program Policies, Rules and Regulations

a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

b) VA

VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

6. Affiliation Partnership Council

a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

b) VA

VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

7. Learning Environment

a) Academic Affiliate

The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

b) VA

VA will ensure that HPT training takes place in an environment that supports trainee psychological, physical, and emotional well-being, and ensures appropriate supervision of HPT activities. The VA site director will monitor HPT workload to ensure that it is distributed appropriately. VA staff will collaborate with the Academic Affiliate to ensure appropriate resources are available for HPTs.

TERMS OF AGREEMENT

The ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Responsibility for academic education rests with the Academic Affiliate. Through this affiliation agreement, collaboration is created with VA to enhance health professions education.

The Academic Affiliate must comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, are protected from personal liability by the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act ("HITECH Act"), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until_____*[insert a date that is no more than ten years in the future.] It is the expectation that both Parties monitor this termination date and, if desirable, seek to renew it in a timely fashion to avoid any lapse in the agreement.* It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	**Date**	**Signature of Program Director**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
Timothy E. Moore, Ph.D., President		Wendy Smith, DPT, Program Director	

VA HEALTHCARE SYSTEM SIGNATURES			
Signature of VA Program/Site Director Receiving Trainees	**Date**	**Signature of Designated Education Officer or Associate Chief of Staff for Education**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	
Signature of Medical Center Director	**Date**		
Print Name/Official Title of Individual			

VISN AND OAA SIGNATURES ****This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Agreements****			
VISN Director	**Date**	**Chief Academic Affiliations Officer**	**Date**
Print Name/Official Title of Individual		**Print Name/Official Title of Individual**	

Indian River State College

No. 171C

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 **GINA'S PHYSICAL THERAPY, INC.**, 4287 SE Federal Highway, Stuart, Florida 34997, 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.

Rgn Reu MSPT — 9/11/2026

Regina Reuillon, M.S., P.T., Owner — **Date**
GINA'S PHYSICAL THERAPY, INC.

_____ — _____

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

_____ — _____

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

Indian River State College

NO. 950A

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 **PALMS AT ST. LUCIE WEST**, 501 NW Cashmere Boulevard, Port St. Lucie, Florida 34986, 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,** 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 one (1) year, 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 thirty (30) 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.

Jaimie Steensen
National Director of Procurement
Sinceri Senior Living

Jaimie Steensen

~~Amy McCabe, Executive Director~~ on behalf of
DBA **PALMS AT ST. LUCIE WEST** SNH FLA Tenant LLC

9.18.26
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. 605A

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 **ST. LUCIE COUNTY HEALTH ACCESS NETWORK dba HANDS CLINIC**, 3855 South US Highway 1, Suite B, Fort Pierce, Florida, 34982, 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.
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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.

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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.
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i. Social Security Number verification
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iv. Violent Sexual Offender and Predator Registry search;
v. HHS/OIG List of Excluded Individuals/Entities;
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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.

Lori Ullrich, C.O.O.
ST. LUCIE COUNTY HEALTH ACCESS NETWORK
dba HANDS CLINIC

09|10|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. 13c

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Dual Enrollment Articulation Agreements effective October 1, 2026 through June 30, 2027

REGULAR AGENDA OR COMMITTEE: Regular Agenda

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

SUMMARY:
Board approval is requested for the following three high school dual enrollment agreements for area private and charters schools. All will expire in June 2027 and will be placed on the same schedule as the College's other articulation agreements.

- Pure Academy
- Harvey Academy
- Zoe Live Creative Arts Academy

ALTERNATIVE(S): Students at these institutions will be unable to take Dual Enrollment courses.

FOR CONTRACTS:

1. **TERM:** October 1, 2026- June 30, 2027
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** The parties may amend this agreement in writing by mutual agreement. Either party may terminate the Agreement upon at least ninety (90) days' written notice. Indian River State College will complete any submission of the private school articulation agreement required by the Florida Department of Education.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Rebecca Shearer & Mia Tignor DATE: 10/5/26

BOARD ACTION: DATE: 10/27/26

DUAL ENROLLMENT ARTICULATION AGREEMENT

Between

Pure Academy

and

Indian River State College District Board of Trustees

Effective: October 1, 2026 through June 30, 2027

1. Purpose and Authority

This Dual Enrollment Articulation Agreement (Agreement) is entered into by and between the District Board of Trustees of Indian River State College (IRSC) and Pure Academy (Private School). The Agreement is governed by section 1007.271, Florida Statutes, including the requirements applicable to private school dual enrollment, and other applicable federal and state laws, rules, and IRSC policies.

The purpose of this Agreement is to provide eligible Private School students access to college-credit and career dual enrollment opportunities through IRSC while clearly defining student eligibility, registration, academic expectations, responsibilities, costs, and student support.

The Private School affirms that it is a Florida private school in compliance with section 1002.42(2), Florida Statutes, and provides a secondary curriculum consistent with section 1003.4282, Florida Statutes.

2. Term, Review, and Termination

This Agreement becomes effective on the later of the stated effective date or the date of the last signature and remains in effect through June 30, 2027, unless amended or terminated earlier. The parties may amend this Agreement in writing by mutual agreement. Either party may terminate the Agreement upon at least ninety (90) days' written notice. IRSC will complete any submission of the private school articulation agreement required by the Florida Department of Education.

3. Dual Enrollment Program and Available Courses

Dual enrollment allows an eligible secondary student to enroll in an approved postsecondary course that is creditable toward both high school completion and a career certificate, or associate degree, as applicable.

Students may enroll only in courses approved for dual enrollment by IRSC and permitted under Florida law. IRSC may add, revise, or remove courses and programs available for dual enrollment at any time. The current approved course list, program information, deadlines, and procedures are maintained on the IRSC Dual Enrollment webpage.

The Private School is responsible for determining how an approved dual enrollment course applies to the student's high school graduation requirements and must award the appropriate high school credit for each successfully completed dual enrollment course in accordance with Florida law.

4. Student Eligibility

To participate, a student must meet all applicable Florida law and IRSC eligibility requirements, including the following:

- Be enrolled in grades 6–12 at the Private School and remain eligible as a Florida private school student.
- For college-credit dual enrollment, have at least a 3.0 unweighted high school GPA and demonstrate college-level readiness as required by Florida law and IRSC placement standards. Students must demonstrate college-level computation readiness to enroll in mathematics courses and college-level communication readiness in reading and writing to enroll in non-mathematics courses, as applicable. Students must also meet any course-specific placement and prerequisite requirements.
- For career certificate dual enrollment, have at least a 2.0 unweighted high school GPA and meet applicable program requirements.
- For continued dual enrollment eligibility, maintain the applicable minimum unweighted high school GPA—3.0 for college-credit dual enrollment or 2.0 for career certificate dual enrollment—and the

minimum cumulative IRSC GPA established by the College, currently 2.0. If a student's cumulative IRSC GPA falls below 2.0 at any time, a Dual Enrollment hold will be placed on the student's account, and the student will not be permitted to register for or participate in additional Dual Enrollment courses until eligibility is restored in accordance with IRSC's approved appeal/reinstatement process.
- Meet course prerequisites, placement requirements, application requirements, and all published IRSC dual enrollment deadlines.
- Not be projected to graduate from high school before the scheduled completion date of the course.

IRSC may establish additional initial eligibility requirements to ensure readiness for postsecondary instruction, provided those requirements are consistent with Florida law. Any exception to the statutory high school GPA requirement must be considered individually and approved by both IRSC and the Private School under an IRSC-approved exception process

5. Application, Orientation, Advising, and Registration

The student, parent/guardian when applicable, Private School, and IRSC share responsibility for completing the dual enrollment process:

1. The student meets with the Private School counselor/designee to confirm eligibility, high school graduation needs, and appropriate dual enrollment courses.
2. The student applies to IRSC and submits the required Dual Enrollment Program Agreement (Form 508), including required approvals. A new Form 508 must be submitted if the student's school of record changes.
3. The student submits qualifying placement information and completes any mandatory IRSC dual enrollment orientation or onboarding requirement. During the student's first semester of dual enrollment, the student may enroll in a maximum of six (6) college credits.
4. The Private School verifies eligibility and approves the student's requested courses before registration.
5. The student registers only for approved dual enrollment courses and complies with all IRSC dual enrollment application, registration, add/drop, withdrawal, and other applicable deadlines. Dual enrollment deadlines may differ from deadlines published on the general IRSC academic calendar, and students are responsible for complying with the specific deadlines established by IRSC for dual enrollment students.
6. The student works with an assigned IRSC academic advisor to develop and maintain an academic plan as required by IRSC. A dual enrollment student may not exceed sixty (60) attempted college credits through the Dual Enrollment Program.

A student may take dual enrollment courses during the school day, after school, online, or during the summer when available. The student may not register for an IRSC course that conflicts with a scheduled Private School course.

6. Academic Expectations, Grades, Withdrawals, and Repeats

Dual enrollment courses are college courses. Course content, assignments, grading, attendance requirements, academic integrity standards, and classroom expectations are the same as those applied to other IRSC students. College course content will not be modified based on a student's age or maturity. Students and parents/guardians are encouraged to review the course syllabus before enrollment.

IRSC grades become part of the student's permanent college record. Grades, withdrawals, incompletes, and unsuccessful attempts may affect high school progress, future college admission, academic standing, financial aid eligibility, and continued eligibility for dual enrollment.

A student who earns an unsuccessful grade, withdraws from a course, or receives an incomplete must follow IRSC's current dual enrollment repeat and continued eligibility requirements before registering for additional dual enrollment coursework. When IRSC authorizes a repeat that is not covered as a no-cost dual enrollment attempt, the student is responsible for all applicable tuition, costs, and fees.

A student is not eligible to register for additional dual enrollment coursework while a Dual Enrollment eligibility hold is in place.

IRSC may establish additional initial and continued eligibility requirements to ensure students are academically prepared for postsecondary instruction, provided those requirements are consistent with Florida law and this Agreement.

Requests for an exception to the eligibility, repeat, or other requirements established by this Agreement must be submitted through the IRSC Dual Enrollment Appeal Process. An appeal must be initiated and supported by the Private School counselor or designated school official on behalf of the student and must include all documentation required by IRSC. Submission of an appeal does not guarantee approval or permit the student to register while the appeal is pending. IRSC will review the appeal and supporting documentation and make the final determination regarding whether an exception will be granted. The decision rendered through the Dual Enrollment Appeal Process is final

7. Student Conduct, Attendance, and Safety

Dual enrollment students are subject to the IRSC Student Handbook, Student Standards of Conduct, course attendance requirements, and applicable Private School rules. IRSC may deny or discontinue participation when permitted by law or College policy, including when a student's conduct disrupts the learning process or creates a safety concern.

To the extent permitted by law, the Private School must promptly notify IRSC of a participating student's suspension, expulsion, or known behavior or safety concern that may affect the student's participation or the safety of the IRSC community. IRSC will notify the Private School when a participating student is expelled or otherwise becomes ineligible to continue at IRSC.

8. Students with Disabilities and Student Support

IRSC provides reasonable accommodations and support services to eligible students with disabilities through Student Accessibility Services. High school IEP or Section 504 accommodations do not automatically transfer to college. The student must self-identify to IRSC, complete the College's accessibility process, and provide required documentation to receive approved postsecondary accommodations.

Dual enrollment students may access IRSC academic advising, tutoring, library services, career services, and other student resources available to similarly situated IRSC students. IRSC will provide information regarding disability services and resources as required by section 1007.271(25), Florida Statutes.

9. Tuition, Fees, Instructional Materials, and Transportation

Eligible dual enrollment students will not be charged registration, tuition, or laboratory fees for covered dual enrollment coursework. Costs associated with those tuition and fees will not be passed along to the student.

Instructional materials assigned for dual enrollment courses will be made available to eligible students at no cost in accordance with Florida law and IRSC procedures. Private School students must follow IRSC's published bookstore and instructional-material procedures and deadlines.

IRSC will seek reimbursement through the Florida Dual Enrollment Scholarship Program as authorized by section 1009.30, Florida Statutes. The student is responsible for transportation to and from IRSC classes and other dual enrollment activities.

10. Student Records and FERPA

The parties will comply with the Family Educational Rights and Privacy Act (FERPA), applicable Florida student-record laws, and other privacy requirements. The parties may exchange education records and personally identifiable information when legally permitted and necessary to administer dual enrollment, verify eligibility, monitor progress, award credit, provide student support, or meet reporting requirements.

Parents and guardians should understand that FERPA rights generally transfer to the student for records maintained by IRSC once the student attends a postsecondary institution, even if the student is under age 18, subject to applicable FERPA exceptions.

11. Responsibilities of the Private School

The Private School will:

- Maintain its registration with the Florida Department of Education as a Florida private school by completing the annual private school survey required under section 1002.42(2), Florida Statutes; provide a secondary curriculum consistent with section 1003.4282, Florida Statutes; and provide IRSC with documentation reasonably necessary to verify continued eligibility to participate in dual enrollment.
- Designate a school official responsible for dual enrollment coordination and communication with IRSC.
- Verify each student's high school GPA, enrollment status, graduation timeline, prerequisites, and continued eligibility before approving registration.
- Counsel students and families regarding high school graduation requirements and how proposed IRSC courses will apply toward those requirements.
- Award and post appropriate high school credit for completed dual enrollment coursework.
- Monitor student progress and promptly communicate eligibility, enrollment, school-of-record, discipline, or safety changes that may affect participation.
- Inform students and families of dual enrollment opportunities, college-level expectations, applicable deadlines, and the requirements of this Agreement.

12. Responsibilities of IRSC

IRSC will:

- Determine admission, placement, course, and registration requirements and maintain current dual enrollment information on its website.
- Provide approved dual enrollment courses subject to course availability, prerequisites, capacity, and College scheduling.
- Provide advising, academic support, accessibility services, and student resources available to eligible dual enrollment students.
- Maintain the official postsecondary academic record and provide grades through an approved records process.
- Provide required instructional materials at no cost to eligible dual enrollment students in accordance with Florida law and IRSC procedures.
- Submit required dual enrollment reporting and reimbursement information to the Florida Department of Education.

13. General Terms

This Agreement supersedes prior private-school dual enrollment articulation agreements between the parties for the same program and term. If a change in federal or state law, rule, accreditation requirement, or binding IRSC policy conflicts with this Agreement, the controlling requirement will govern, and the parties will amend the Agreement when necessary.

Nothing in this Agreement creates a guarantee that a particular course, section, modality, location, instructor, or schedule will be available. Nothing in this Agreement waives any immunity or limitation of liability available to IRSC under Florida law.

This Agreement may be executed in counterparts and by electronic signature. Notices under this Agreement should be sent to the designated representatives of each party.

14. Program References

The following sources are incorporated by reference for current requirements and procedures. If a webpage or procedure changes, the current published requirement controls to the extent consistent with applicable law.

- Florida Statutes, section 1007.271 - Dual Enrollment Programs
- Florida Statutes, section 1009.30 - Dual Enrollment Scholarship Program
- Florida Administrative Code, Rule 6A-14.064 - College Credit Dual Enrollment
- IRSC Dual Enrollment webpage, including current eligibility, application, approved courses, placement measures, calendars, materials, repeat procedures, and contact information

Signatures

By signing below, each party acknowledges that it has reviewed and agrees to the terms of this Agreement.

Indian River State College District Board of Trustees	**Pure Academy**
By: _____	By: _____
Title: Milo Thornton, Chair, Board of Trustees	Title: __Principal_____
Date: October 27, 2026	Date: ____9/15/26_____

DUAL ENROLLMENT ARTICULATION AGREEMENT

Between

The Harvey Academy

1 Main Street

Tequesta, Florida 33469

theharveyacademy.com

(561) 768-9250

and

Indian River State College District Board of Trustees

Effective: October 1, 2026 through June 30, 2027

1. Purpose and Authority

This Dual Enrollment Articulation Agreement (Agreement) is entered into by and between the District Board of Trustees of Indian River State College (IRSC) and The Harvey Academy (Private School). The Agreement is governed by section 1007.271, Florida Statutes, including the requirements applicable to private school dual enrollment, and other applicable federal and state laws, rules, and IRSC policies.

The purpose of this Agreement is to provide eligible Private School students access to college-credit and career dual enrollment opportunities through IRSC while clearly defining student eligibility, registration, academic expectations, responsibilities, costs, and student support.

The Private School affirms that it is a Florida private school in compliance with section 1002.42(2), Florida Statutes, and provides a secondary curriculum consistent with section 1003.4282, Florida Statutes.

2. Term, Review, and Termination

This Agreement becomes effective on the later of the stated effective date or the date of the last signature and remains in effect through June 30, 2027, unless amended or terminated earlier. The parties may amend this Agreement in writing by mutual agreement. Either party may terminate the Agreement upon at least ninety (90) days' written notice. IRSC will complete any submission of the private school articulation agreement required by the Florida Department of Education.

3. Dual Enrollment Program and Available Courses

Dual enrollment allows an eligible secondary student to enroll in an approved postsecondary course that is creditable toward both high school completion and a career certificate, or associate degree, as applicable.

Students may enroll only in courses approved for dual enrollment by IRSC and permitted under Florida law. IRSC may add, revise, or remove courses and programs available for dual enrollment at any time. The current approved course list, program information, deadlines, and procedures are maintained on the IRSC Dual Enrollment webpage.

The Private School is responsible for determining how an approved dual enrollment course applies to the student's high school graduation requirements and must award the appropriate high school credit for each successfully completed dual enrollment course in accordance with Florida law.

4. Student Eligibility

To participate, a student must meet all applicable Florida law and IRSC eligibility requirements, including the following:

- Be enrolled in grades 6–12 at the Private School and remain eligible as a Florida private school student.
- For college-credit dual enrollment, have at least a 3.0 unweighted high school GPA and demonstrate college-level readiness as required by Florida law and IRSC placement standards. Students must demonstrate college-level computation readiness to enroll in mathematics courses and college-level communication readiness in reading and writing to enroll in non-mathematics courses, as applicable. Students must also meet any course-specific placement and prerequisite requirements.
- For career certificate dual enrollment, have at least a 2.0 unweighted high school GPA and meet applicable program requirements.
- For continued dual enrollment eligibility, maintain the applicable minimum unweighted high school GPA—3.0 for college-credit dual enrollment or 2.0 for career certificate dual enrollment—and the

minimum cumulative IRSC GPA established by the College, currently 2.0. If a student's cumulative IRSC GPA falls below 2.0 at any time, a Dual Enrollment hold will be placed on the student's account, and the student will not be permitted to register for or participate in additional Dual Enrollment courses until eligibility is restored in accordance with IRSC's approved appeal/reinstatement process.

- Meet course prerequisites, placement requirements, application requirements, and all published IRSC dual enrollment deadlines.
- Not be projected to graduate from high school before the scheduled completion date of the course.

IRSC may establish additional initial eligibility requirements to ensure readiness for postsecondary instruction, provided those requirements are consistent with Florida law. Any exception to the statutory high school GPA requirement must be considered individually and approved by both IRSC and the Private School under an IRSC-approved exception process

5. Application, Orientation, Advising, and Registration

The student, parent/guardian when applicable, Private School, and IRSC share responsibility for completing the dual enrollment process:

1. The student meets with the Private School counselor/designee to confirm eligibility, high school graduation needs, and appropriate dual enrollment courses.
2. The student applies to IRSC and submits the required Dual Enrollment Program Agreement (Form 508), including required approvals. A new Form 508 must be submitted if the student's school of record changes.
3. The student submits qualifying placement information and completes any mandatory IRSC dual enrollment orientation or onboarding requirement. During the student's first semester of dual enrollment, the student may enroll in a maximum of six (6) college credits.
4. The Private School verifies eligibility and approves the student's requested courses before registration.
5. The student registers only for approved dual enrollment courses and complies with all IRSC dual enrollment application, registration, add/drop, withdrawal, and other applicable deadlines. Dual enrollment deadlines may differ from deadlines published on the general IRSC academic calendar, and students are responsible for complying with the specific deadlines established by IRSC for dual enrollment students.
6. The student works with an assigned IRSC academic advisor to develop and maintain an academic plan as required by IRSC. A dual enrollment student may not exceed sixty (60) attempted college credits through the Dual Enrollment Program.

A student may take dual enrollment courses during the school day, after school, online, or during the summer when available. The student may not register for an IRSC course that conflicts with a scheduled Private School course.

6. Academic Expectations, Grades, Withdrawals, and Repeats

Dual enrollment courses are college courses. Course content, assignments, grading, attendance requirements, academic integrity standards, and classroom expectations are the same as those applied to other IRSC students. College course content will not be modified based on a student's age or maturity. Students and parents/guardians are encouraged to review the course syllabus before enrollment.

IRSC grades become part of the student's permanent college record. Grades, withdrawals, incompletes, and unsuccessful attempts may affect high school progress, future college admission, academic standing, financial aid eligibility, and continued eligibility for dual enrollment.

A student who earns an unsuccessful grade, withdraws from a course, or receives an incomplete must follow IRSC's current dual enrollment repeat and continued eligibility requirements before registering for additional dual enrollment coursework. When IRSC authorizes a repeat that is not covered as a no-cost dual enrollment attempt, the student is responsible for all applicable tuition, costs, and fees.

A student is not eligible to register for additional dual enrollment coursework while a Dual Enrollment eligibility hold is in place.

IRSC may establish additional initial and continued eligibility requirements to ensure students are academically prepared for postsecondary instruction, provided those requirements are consistent with Florida law and this Agreement.

Requests for an exception to the eligibility, repeat, or other requirements established by this Agreement must be submitted through the IRSC Dual Enrollment Appeal Process. An appeal must be initiated and supported by the Private School counselor or designated school official on behalf of the student and must include all documentation required by IRSC. Submission of an appeal does not guarantee approval or permit the student to register while the appeal is pending. IRSC will review the appeal and supporting documentation and make the final determination regarding whether an exception will be granted. The decision rendered through the Dual Enrollment Appeal Process is final

7. Student Conduct, Attendance, and Safety

Dual enrollment students are subject to the IRSC Student Handbook, Student Standards of Conduct, course attendance requirements, and applicable Private School rules. IRSC may deny or discontinue participation when permitted by law or College policy, including when a student's conduct disrupts the learning process or creates a safety concern.

To the extent permitted by law, the Private School must promptly notify IRSC of a participating student's suspension, expulsion, or known behavior or safety concern that may affect the student's participation or the safety of the IRSC community. IRSC will notify the Private School when a participating student is expelled or otherwise becomes ineligible to continue at IRSC.

8. Students with Disabilities and Student Support

IRSC provides reasonable accommodations and support services to eligible students with disabilities through Student Accessibility Services. High school IEP or Section 504 accommodations do not automatically transfer to college. The student must self-identify to IRSC, complete the College's accessibility process, and provide required documentation to receive approved postsecondary accommodations.

Dual enrollment students may access IRSC academic advising, tutoring, library services, career services, and other student resources available to similarly situated IRSC students. IRSC will provide information regarding disability services and resources as required by section 1007.271(25), Florida Statutes.

9. Tuition, Fees, Instructional Materials, and Transportation

Eligible dual enrollment students will not be charged registration, tuition, or laboratory fees for covered dual enrollment coursework. Costs associated with those tuition and fees will not be passed along to the student.

Instructional materials assigned for dual enrollment courses will be made available to eligible students at no cost in accordance with Florida law and IRSC procedures. Private School students must follow IRSC's published bookstore and instructional-material procedures and deadlines.

IRSC will seek reimbursement through the Florida Dual Enrollment Scholarship Program as authorized by section 1009.30, Florida Statutes. The student is responsible for transportation to and from IRSC classes and other dual enrollment activities.

10. Student Records and FERPA

The parties will comply with the Family Educational Rights and Privacy Act (FERPA), applicable Florida student-record laws, and other privacy requirements. The parties may exchange education records and personally identifiable information when legally permitted and necessary to administer dual enrollment, verify eligibility, monitor progress, award credit, provide student support, or meet reporting requirements.

Parents and guardians should understand that FERPA rights generally transfer to the student for records maintained by IRSC once the student attends a postsecondary institution, even if the student is under age 18, subject to applicable FERPA exceptions.

11. Responsibilities of the Private School

The Private School will:

- Maintain its registration with the Florida Department of Education as a Florida private school by completing the annual private school survey required under section 1002.42(2), Florida Statutes; provide a secondary curriculum consistent with section 1003.4282, Florida Statutes; and provide IRSC with documentation reasonably necessary to verify continued eligibility to participate in dual enrollment.
- Designate a school official responsible for dual enrollment coordination and communication with IRSC.
- Verify each student's high school GPA, enrollment status, graduation timeline, prerequisites, and continued eligibility before approving registration.
- Counsel students and families regarding high school graduation requirements and how proposed IRSC courses will apply toward those requirements.
- Award and post appropriate high school credit for completed dual enrollment coursework.
- Monitor student progress and promptly communicate eligibility, enrollment, school-of-record, discipline, or safety changes that may affect participation.
- Inform students and families of dual enrollment opportunities, college-level expectations, applicable deadlines, and the requirements of this Agreement.

12. Responsibilities of IRSC

IRSC will:

- Determine admission, placement, course, and registration requirements and maintain current dual enrollment information on its website.
- Provide approved dual enrollment courses subject to course availability, prerequisites, capacity, and College scheduling.
- Provide advising, academic support, accessibility services, and student resources available to eligible dual enrollment students.

- Maintain the official postsecondary academic record and provide grades through an approved records process.
- Provide required instructional materials at no cost to eligible dual enrollment students in accordance with Florida law and IRSC procedures.
- Submit required dual enrollment reporting and reimbursement information to the Florida Department of Education.

13. General Terms

This Agreement supersedes prior private-school dual enrollment articulation agreements between the parties for the same program and term. If a change in federal or state law, rule, accreditation requirement, or binding IRSC policy conflicts with this Agreement, the controlling requirement will govern, and the parties will amend the Agreement when necessary.

Nothing in this Agreement creates a guarantee that a particular course, section, modality, location, instructor, or schedule will be available. Nothing in this Agreement waives any immunity or limitation of liability available to IRSC under Florida law.

This Agreement may be executed in counterparts and by electronic signature. Notices under this Agreement should be sent to the designated representatives of each party.

14. Program References

The following sources are incorporated by reference for current requirements and procedures. If a webpage or procedure changes, the current published requirement controls to the extent consistent with applicable law.

- Florida Statutes, section 1007.271 - Dual Enrollment Programs
- Florida Statutes, section 1009.30 - Dual Enrollment Scholarship Program
- Florida Administrative Code, Rule 6A-14.064 - College Credit Dual Enrollment
- IRSC Dual Enrollment webpage, including current eligibility, application, approved courses, placement measures, calendars, materials, repeat procedures, and contact information

Signatures

By signing below, each party acknowledges that it has reviewed and agrees to the terms of this Agreement.

Indian River State College District Board of Trustees	**The Harvey Academy**
By: _____	By: Marcy Burke Harvey
Title: Milo Thornton, Chair, Board of Trustees	Title: Head of School
Date: October 27, 2026	Date: 9/16/2026

DUAL ENROLLMENT ARTICULATION AGREEMENT

Between

Zoe Live Creative Arts Academy

and

Indian River State College District Board of Trustees

Effective: October 1, 2026 through June 30, 2027

1. Purpose and Authority

This Dual Enrollment Articulation Agreement (Agreement) is entered into by and between the District Board of Trustees of Indian River State College (IRSC) and Zoe Live Creative Arts Academy (Private School). The Agreement is governed by section 1007.271, Florida Statutes, including the requirements applicable to private school dual enrollment, and other applicable federal and state laws, rules, and IRSC policies.

The purpose of this Agreement is to provide eligible Private School students access to college-credit and career dual enrollment opportunities through IRSC while clearly defining student eligibility, registration, academic expectations, responsibilities, costs, and student support.

The Private School affirms that it is a Florida private school in compliance with section 1002.42(2), Florida Statutes, and provides a secondary curriculum consistent with section 1003.4282, Florida Statutes.

2. Term, Review, and Termination

This Agreement becomes effective on the later of the stated effective date or the date of the last signature and remains in effect through June 30, 2027, unless amended or terminated earlier. The parties may amend this Agreement in writing by mutual agreement. Either party may terminate the Agreement upon at least ninety (90) days' written notice. IRSC will complete any submission of the private school articulation agreement required by the Florida Department of Education.

3. Dual Enrollment Program and Available Courses

Dual enrollment allows an eligible secondary student to enroll in an approved postsecondary course that is creditable toward both high school completion and a career certificate, or associate degree, as applicable.

Students may enroll only in courses approved for dual enrollment by IRSC and permitted under Florida law. IRSC may add, revise, or remove courses and programs available for dual enrollment at any time. The current approved course list, program information, deadlines, and procedures are maintained on the IRSC Dual Enrollment webpage.

The Private School is responsible for determining how an approved dual enrollment course applies to the student's high school graduation requirements and must award the appropriate high school credit for each successfully completed dual enrollment course in accordance with Florida law.

4. Student Eligibility

To participate, a student must meet all applicable Florida law and IRSC eligibility requirements, including the following:

- Be enrolled in grades 6–12 at the Private School and remain eligible as a Florida private school student.
- For college-credit dual enrollment, have at least a 3.0 unweighted high school GPA and demonstrate college-level readiness as required by Florida law and IRSC placement standards. Students must demonstrate college-level computation readiness to enroll in mathematics courses and college-level communication readiness in reading and writing to enroll in non-mathematics courses, as applicable. Students must also meet any course-specific placement and prerequisite requirements.
- For career certificate dual enrollment, have at least a 2.0 unweighted high school GPA and meet applicable program requirements.
- For continued dual enrollment eligibility, maintain the applicable minimum unweighted high school GPA—3.0 for college-credit dual enrollment or 2.0 for career certificate dual enrollment—and the

minimum cumulative IRSC GPA established by the College, currently 2.0. If a student's cumulative IRSC GPA falls below 2.0 at any time, a Dual Enrollment hold will be placed on the student's account, and the student will not be permitted to register for or participate in additional Dual Enrollment courses until eligibility is restored in accordance with IRSC's approved appeal/reinstatement process.

- Meet course prerequisites, placement requirements, application requirements, and all published IRSC dual enrollment deadlines.
- Not be projected to graduate from high school before the scheduled completion date of the course.

IRSC may establish additional initial eligibility requirements to ensure readiness for postsecondary instruction, provided those requirements are consistent with Florida law. Any exception to the statutory high school GPA requirement must be considered individually and approved by both IRSC and the Private School under an IRSC-approved exception process

5. Application, Orientation, Advising, and Registration

The student, parent/guardian when applicable, Private School, and IRSC share responsibility for completing the dual enrollment process:

1. The student meets with the Private School counselor/designee to confirm eligibility, high school graduation needs, and appropriate dual enrollment courses.
2. The student applies to IRSC and submits the required Dual Enrollment Program Agreement (Form 508), including required approvals. A new Form 508 must be submitted if the student's school of record changes.
3. The student submits qualifying placement information and completes any mandatory IRSC dual enrollment orientation or onboarding requirement. During the student's first semester of dual enrollment, the student may enroll in a maximum of six (6) college credits.
4. The Private School verifies eligibility and approves the student's requested courses before registration.
5. The student registers only for approved dual enrollment courses and complies with all IRSC dual enrollment application, registration, add/drop, withdrawal, and other applicable deadlines. Dual enrollment deadlines may differ from deadlines published on the general IRSC academic calendar, and students are responsible for complying with the specific deadlines established by IRSC for dual enrollment students.
6. The student works with an assigned IRSC academic advisor to develop and maintain an academic plan as required by IRSC. A dual enrollment student may not exceed sixty (60) attempted college credits through the Dual Enrollment Program.

A student may take dual enrollment courses during the school day, after school, online, or during the summer when available. The student may not register for an IRSC course that conflicts with a scheduled Private School course.

6. Academic Expectations, Grades, Withdrawals, and Repeats

Dual enrollment courses are college courses. Course content, assignments, grading, attendance requirements, academic integrity standards, and classroom expectations are the same as those applied to other IRSC students. College course content will not be modified based on a student's age or maturity. Students and parents/guardians are encouraged to review the course syllabus before enrollment.

IRSC grades become part of the student's permanent college record. Grades, withdrawals, incompletes, and unsuccessful attempts may affect high school progress, future college admission, academic standing, financial aid eligibility, and continued eligibility for dual enrollment.

A student who earns an unsuccessful grade, withdraws from a course, or receives an incomplete must follow IRSC's current dual enrollment repeat and continued eligibility requirements before registering for additional dual enrollment coursework. When IRSC authorizes a repeat that is not covered as a no-cost dual enrollment attempt, the student is responsible for all applicable tuition, costs, and fees.

A student is not eligible to register for additional dual enrollment coursework while a Dual Enrollment eligibility hold is in place.

IRSC may establish additional initial and continued eligibility requirements to ensure students are academically prepared for postsecondary instruction, provided those requirements are consistent with Florida law and this Agreement.

Requests for an exception to the eligibility, repeat, or other requirements established by this Agreement must be submitted through the IRSC Dual Enrollment Appeal Process. An appeal must be initiated and supported by the Private School counselor or designated school official on behalf of the student and must include all documentation required by IRSC. Submission of an appeal does not guarantee approval or permit the student to register while the appeal is pending. IRSC will review the appeal and supporting documentation and make the final determination regarding whether an exception will be granted. The decision rendered through the Dual Enrollment Appeal Process is final

7. Student Conduct, Attendance, and Safety

Dual enrollment students are subject to the IRSC Student Handbook, Student Standards of Conduct, course attendance requirements, and applicable Private School rules. IRSC may deny or discontinue participation when permitted by law or College policy, including when a student's conduct disrupts the learning process or creates a safety concern.

To the extent permitted by law, the Private School must promptly notify IRSC of a participating student's suspension, expulsion, or known behavior or safety concern that may affect the student's participation or the safety of the IRSC community. IRSC will notify the Private School when a participating student is expelled or otherwise becomes ineligible to continue at IRSC.

8. Students with Disabilities and Student Support

IRSC provides reasonable accommodations and support services to eligible students with disabilities through Student Accessibility Services. High school IEP or Section 504 accommodations do not automatically transfer to college. The student must self-identify to IRSC, complete the College's accessibility process, and provide required documentation to receive approved postsecondary accommodations.

Dual enrollment students may access IRSC academic advising, tutoring, library services, career services, and other student resources available to similarly situated IRSC students. IRSC will provide information regarding disability services and resources as required by section 1007.271(25), Florida Statutes.

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IRSC will seek reimbursement through the Florida Dual Enrollment Scholarship Program as authorized by section 1009.30, Florida Statutes. The student is responsible for transportation to and from IRSC classes and other dual enrollment activities.

10. Student Records and FERPA

The parties will comply with the Family Educational Rights and Privacy Act (FERPA), applicable Florida student-record laws, and other privacy requirements. The parties may exchange education records and personally identifiable information when legally permitted and necessary to administer dual enrollment, verify eligibility, monitor progress, award credit, provide student support, or meet reporting requirements.

Parents and guardians should understand that FERPA rights generally transfer to the student for records maintained by IRSC once the student attends a postsecondary institution, even if the student is under age 18, subject to applicable FERPA exceptions.

11. Responsibilities of the Private School

The Private School will:

- Maintain its registration with the Florida Department of Education as a Florida private school by completing the annual private school survey required under section 1002.42(2), Florida Statutes; provide a secondary curriculum consistent with section 1003.4282, Florida Statutes; and provide IRSC with documentation reasonably necessary to verify continued eligibility to participate in dual enrollment.
- Designate a school official responsible for dual enrollment coordination and communication with IRSC.
- Verify each student's high school GPA, enrollment status, graduation timeline, prerequisites, and continued eligibility before approving registration.
- Counsel students and families regarding high school graduation requirements and how proposed IRSC courses will apply toward those requirements.
- Award and post appropriate high school credit for completed dual enrollment coursework.
- Monitor student progress and promptly communicate eligibility, enrollment, school-of-record, discipline, or safety changes that may affect participation.
- Inform students and families of dual enrollment opportunities, college-level expectations, applicable deadlines, and the requirements of this Agreement.

12. Responsibilities of IRSC

IRSC will:

- Determine admission, placement, course, and registration requirements and maintain current dual enrollment information on its website.
- Provide approved dual enrollment courses subject to course availability, prerequisites, capacity, and College scheduling.
- Provide advising, academic support, accessibility services, and student resources available to eligible dual enrollment students.

- Maintain the official postsecondary academic record and provide grades through an approved records process.
- Provide required instructional materials at no cost to eligible dual enrollment students in accordance with Florida law and IRSC procedures.
- Submit required dual enrollment reporting and reimbursement information to the Florida Department of Education.

13. General Terms

This Agreement supersedes prior private-school dual enrollment articulation agreements between the parties for the same program and term. If a change in federal or state law, rule, accreditation requirement, or binding IRSC policy conflicts with this Agreement, the controlling requirement will govern, and the parties will amend the Agreement when necessary.

Nothing in this Agreement creates a guarantee that a particular course, section, modality, location, instructor, or schedule will be available. Nothing in this Agreement waives any immunity or limitation of liability available to IRSC under Florida law.

This Agreement may be executed in counterparts and by electronic signature. Notices under this Agreement should be sent to the designated representatives of each party.

14. Program References

The following sources are incorporated by reference for current requirements and procedures. If a webpage or procedure changes, the current published requirement controls to the extent consistent with applicable law.

- Florida Statutes, section 1007.271 - Dual Enrollment Programs
- Florida Statutes, section 1009.30 - Dual Enrollment Scholarship Program
- Florida Administrative Code, Rule 6A-14.064 - College Credit Dual Enrollment
- IRSC Dual Enrollment webpage, including current eligibility, application, approved courses, placement measures, calendars, materials, repeat procedures, and contact information

Signatures

By signing below, each party acknowledges that it has reviewed and agrees to the terms of this Agreement.

Indian River State College District Board of Trustees	**Zoe Live Creative Arts Academy**
By: _____	By: Zuel Deleuze, Jr.
Title: Milo Thornton, Chair, Board of Trustees	Title: Principal
Date: October 27, 2026	Date: 9/23/26

AGENDA ITEM NO. 13d

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Facilities Use Agreement with St. Lucie County Fire District for the Firefighter Combat Challenge Training Tower

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
This agreement between the college and the St. Lucie County Fire District authorizes the fire district to use the training tower at the Treasure Coast Public Safety Training Complex for advanced training. This non-exclusive usage will occur when the training tower is available and not being used for official college business.

ALTERNATIVE(S): None

FOR CONTRACTS:
1. **TERM:** 3-years, beginning October 1, 2026
2. **FISCAL IMPACT:** N/A
3. **TERMINATION TERMS:** This agreement may be terminated by either Signatory Party upon 30-days prior written notice to the other Signatory Party.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Robert Gonzalez DATE: 9/29/26

BOARD ACTION: DATE: 10/27/26

Indian River State College

FACILITY USE AGREEMENT
FIREFIGHTER COMBAT CHALLENGE TRAINING TOWER

THIS FACILITY USE AGREEMENT ("Agreement"), effective as of the date last signed below ("Effective Date"), is made and entered into by and between The Indian River State College District Board of Trustees, Florida ("College"), and St. Lucie County Fire District, with its principal address at 5160 NW Milner Drive, Port St. Lucie, FL 34983 ("User").

WHEREAS, College owns and operates space and equipment referred to as the Firefighter Combat Challenge Training Tower located at its Massey Campus ("Facilities"); and

WHEREAS, User desires to use the Facilities from time to time for training purposes ("Authorized Purpose").

WHEREAS, the parties acknowledge that St. Lucie County Fire District contributed approximately $22,000 toward the construction and installation of the Firefighter Combat Challenge Training Tower on the College's Public Safety Complex campus; and

WHEREAS, the parties further acknowledge that the St. Lucie County Firefighter Challenge Team was instrumental in securing the tower from a college in Texas through discussions with Dr. Paul Davis, helping bring the tower to the College's campus; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties agree to the terms and conditions set forth below.

1. **Facilities.** College hereby agrees to allow User use of the Facilities pursuant to the terms and conditions set forth herein.

2. **Use of Facilities.**

   a. User shall have non-exclusive use of the Facilities in accordance with this Agreement for the Authorized Purpose and shall not permit the Facilities to be used for any other purpose. Nothing in this Agreement conveys any title or ownership by College or User of the Facilities unless specifically noted herein.

   b. User shall comply with (1) any College rules and policies applicable to the Facilities as may currently be in existence or that may be subsequently modified or adopted, and (2) any other law or regulation applicable to the Facilities. User shall not do or permit to be done in or about the Facilities, or bring, or keep, or permit to be brought or kept therein anything which is prohibited by, or which will in any way conflict with, any College rule or policy, or local, state or federal law or regulation.

c. User shall not do or permit anything on or about the Facilities which will in any way damage the Facilities, obstruct or interfere with the rights of other users or occupants of College's facilities, or injure or annoy them, or use the Facilities or allow them to be used for any unlawful purpose.

d. In no case shall the number of persons exceed the capacity of the leased portion of the Facilities. No portion of the sidewalks, entries, passages, vestibule, halls, stairways, or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.

e. The College shall not be responsible for any items left at the Facilities by User or for the theft, loss, or damage to User's property or equipment, or prope11y or equipment belonging to any employee, agent, guest, patron or invitee of User.

f. User shall have the use of all common areas and restroom facilities with other users, subject to any rules and regulations imposed by the College. User shall not interfere with the use of the Facilities by other users.

g. User shall make no structural changes in the Facilities nor attach or suspend any load to structure, walls, and ceilings.

h. User shall not allow the Facilities to be used for any improper, immoral, unlawful, or objectionable purpose (as determined by the College).

3. **Term and Termination.** This Agreement is effective as of the Effective Date of October 1, 2026, and shall continue for a period of three (3) years unless otherwise extended by mutual written consent of the parties or earlier terminated as provided herein. Either party may terminate this Agreement for convenience at any time and without cause upon thirty (30) days written notice to the other party. In the event of termination of this Agreement by College whether for convenience or any other reason, User hereby waives any claim for damages or compensation from College on account of such termination.

4. **Damage to Facilities; Maintenance.**

a. User shall not nail, glue, tack, tape or attach anything in a manner that will damage the floor, walls, pillars or doors of the Facilities.

b. During the term, User shall maintain the Facilities in good order, condition and repair and User shall leave and surrender the Facilities in good order, condition, and repair at the end of the term hereof and shall remove all its personal property from the Facilities and immediately repair any damage caused thereby.

c. User shall be responsible for any and all damage to the Facilities and to College's

property therein caused, directly or indirectly, by User or User's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees, whether accidental or otherwise.

d. If User shall fail to surrender the Facilities in good order, condition and repair and College is required to make repairs or incur clean-up costs by reason thereof, User shall be required to pay the amount due within IO business days of the receipt of an invoice for said costs.

5. **Surrender of Premises; Disposal of Property.**

a. Immediately upon the expiration of the rental term specified in any Rental Form, or the earlier termination of this Agreement, User shall remove from the Facilities all property of whatever nature brought thereon by User, its agents, representatives, exhibitors, guests, patrons, or invitees, and further agrees that if such property is not removed, College may at its sole discretion possess, remove, dispose of and/or store same at User's sole cost and expense.

b. User further agrees that if possession of such property so removed and/or stored is not taken by User and the costs and charges for such storage and/or removal are not paid within five (5) days from the date of the removal and/or storage, College, at its option, may cancel all such costs and charges and become the legal owner of such property or may cause same to be sold and apply the proceeds from such sale to the payment of such costs and charges; provided, however, that if, in the judgment of College, any or all such property has no ready market value, College either before or after removal and/or storage may make such disposition thereof as it deems proper and shall not be liable or responsible to User in any way because of such disposition.

6. **Hazardous Materials.** User shall not bring into the Facilities or College's facilities any material, substances, toxic or hazardous materials, equipment, or objects which, in the sole judgment of the management of the College, is likely to endanger the life of, or cause bodily injury or harm to, any person at the Facilities or College's facilities or which is likely to constitute a hazard to property thereon. College shall have the right to refuse to allow any such material, substances, equipment, or objects to be brought into the Facilities or onto College property and shall also have the right to require or to obtain its immediate removal therefrom if found thereon.

7. **Right of Entry.** College and/or its designated agents shall have the right to enter and inspect the Facilities being rented or utilized by User at any time. College further reserves the right to itself and its agents, including third parties with whom College has a contractual relationship, to enter the Facilities at any time during the rental term to perform services such as janitorial and repair or replacement services. College shall use reasonable efforts to minimize interference with User's use of the Facilities.

8. **No Smoking or Alcohol Policies.** There shall be no smoking or alcohol consumption in the Facilities or on the College campus.

9. **Insurance Requirements.**

   a. User shall procure and maintain throughout the term of this Agreement the following minimum limits of insurance written by such insurance company as shall be acceptable to College. User's insurance shall cover all activities of any students, employees, and agents of User.
      i. Comprehensive general liability insurance providing for a minimum of $1,000,000.00 per occurrence $2,000,000 aggregate;
      ii. $1,000,000 Damage to Premises (Each Occurrence);
      iii. $5000 Medical Expense (Any One Person);
      iv. $1,000,000 Personal & ADV Injury; and
      v. $1,000,000 Products - Comp/or AGG

   b. User shall name the Indian River State College District Board of Trustees as an additional insured under said policy, and a certificate of insurance showing the additionally insured and specifying the deductible of said policy shall be delivered to the College prior to use of the Facilities. The certificate shall provide for thirty (30) days' prior written notice from the insurer to the College of any cancellation or amendment to said insurance policy.

10. **Indemnification.**

   a. In consideration of the right to use the Faculties, User acknowledges and agrees that neither the College, its District Board of Trustees, officers, directors and employees shall be liable for claims, demands, costs or expenses arising out of any personal injury, property damage or loss which may be sustained by the User or User's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees, whether or not caused in whole or in party by the acts or omissions of the College, its District Trustees, officers, directors and employees.

   b. User will indemnify, defend and hold College, its District Board of Trustees, officers, directors and employees (collectively referred to as "Indemnified Parties"), harmless from any and all liability, loss, damage, costs, expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the College campus used or accessed by User or User's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against College, either independently or jointly with User on account thereof, User will defend any such suit or suits at the sole cost of User; and in the event of final judgment being obtained against the

Indemnified Patties, either independently or jointly with User, then User will pay such judgment immediately, with all interest and costs thereon, and shall hold College harmless therefrom.

c. In the event User fails to defend any such action on behalf of College to the satisfaction of College, College may, but shall not be obligated to, defend the same by counsel of its choice, the cost of which defense shall be borne exclusively by User and paid by User in such intervals and in such amounts as College shall demand.

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

12. **Subletting Prohibited.** User shall not sublease the whole or any part of the Facilities.

13. **Force Majeure**.

a. If the Facilities or any part of the College campus is destroyed or damaged or unusable by fire, the elements, mob, riot, war, civil commotion, strike or labor disputes, pandemic, or act of God or any other cause, or event beyond the control of College, or any part of the College campus of which the Facilities are a part be made impractical for use by any cause, College, may at its sole discretion, terminate and void this Agreement. User shall only be liable for rent, charges for staff and services, and additional utility charges which have accrued only as to the time of termination, if any.

b. However, if such impossibility of performance shall be due to the act or omission of User, its agents, employees, members, licenses, or invitees, then User shall be liable for the entire usage fees charged hereunder as well as all accrued fees and charges in addition to such other damages as may result from such acts or omissions.

c. User hereby waives any claim for damages or compensation from College on account of such termination.

14. **Nondiscrimination.** User, in exercising any of the rights or privileges granted to it shall not on the grounds of race, color, national origin, religion, sex, age or physical or mental disability discriminate or permit discrimination against any persons or group of persons in any manner prohibited by Federal, State or local laws.

15. **Promotions; Trademarks.** User shall not use the College logo or trademarks on any promotional or other materials without the prior written approval of the College.

16. **Dispute Resolution.** Any disputes relating to the interpretation of the terms of this Agreement, or any question of fact arising under this Agreement, shall be resolved through good-faith efforts by the User and the College. Any dispute, which is not resolved by mutual agreement, shall be decided by the College President or his designee, who shall reduce the decision to writing. The decision of the College shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

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

If to the College:
Indian River State College
Attn: Dean of Public Service
Education 3209 Virginia Ave.
Fort Pierce, FL 34981

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

If to User:
St. Lucie County Fire
District Attn: Lt. Matthew
Coney 5160 NW Milner
Drive
Port St. Lucie, FL 34983

With Copy to:
St. Lucie County Fire District
Attn: Fire District Attorney
5160 NW Milner Drive
Port St. Lucie, FL 34983

18. **Governing Law, Jurisdiction, Venue, and Waiver of Jury Trial.** This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in St. Lucie County, Florida, or if in Federal Court, the Southern District of Florida. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

19. **Assumption of Risk.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, agents, exhibitors, independent contractors, patrons, guests, or

invitees thereof. The College is not liable for the acts of third parties or the consequences of the acts of third parties.

20. **Entire Agreement; Amendments.** This Agreement, the Exhibits referenced herein, and any Rental Forms entered into hereunder, constitute the entire Agreement between the parties with respect to the subject matter, and the parties mutually agree that no verbal agreements, representations, warranties, or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties.

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

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

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

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

25. **Headings; Construction.** All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

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

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

[signature page follows]

IN WITNESS WHEREOF, the College and User have executed this Agreement as of the dates set forth below.

Jeff. S. Lee, Chief
St. Lucie County Fire Department

9-30-26
Date

Milo E. Thornton, Chair
Indian River State College
District Board of Trustees

Date

AGENDA ITEM NO. 13e

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between Martin County School District and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY: Board approval is requested for the attached MOU for Martin County's pre-apprenticeship programs:

- Construction Trades
- Mechanical Drafting & Design
- Welding Technician

This MOU is required as a result of the recently implemented Rule 6A-23.010 which requires an approved articulation of pre-apprenticeships into registered apprenticeships.

ALTERNATIVE(S): Do not offer program

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	James Howse	DATE: 10/2/26
BOARD ACTION:		DATE: 10/27/26

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF APPRENTICESHIP

PARTNERING SPONSORSHIP MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

Martin County School District

AND

Indian River State College

Effective Date: 10/15/26

Duration: three years.

I. PURPOSE

This Partnering Memorandum of Understanding (MOU) is entered into by and between Martin County School District, hereinafter referred to as the "Preapprenticeship Program," and Indian River State College, hereinafter referred to as the "Partnering RAPS," to outline the relationship and cooperation required under 6A-23.010, Florida Administrative Code (F.A.C.), for the operation of a preapprenticeship program directly linked to a Registered Apprenticeship Program Sponsor in the following **occupation or occupational grouping:**

Construction Trades.

II. AUTHORITY

This agreement is executed pursuant to Chapter **446, Florida Statutes**, and Chapter **6A-23, F.A.C.**, governing preapprenticeship and apprenticeship training in the State of Florida.

III. ROLES AND RESPONSIBILITIES

A. Preapprenticeship Program Sponsor

The Preapprenticeship Program Sponsor agrees to:

1. Provide training in competencies and skills aligned with the registered apprenticeship program;
2. Utilize curriculum and instructional methods consistent with industry standards and approved by the Florida Department of Education (Department);
3. Maintain training and attendance records and submit participant performance reports as required by the Department; and

4. Refer qualified completers to the Partnering RAPS for admission into the Registered Apprenticeship Program.

B. Partnering RAPS

The Partnering RAPS agrees to:

1. Collaborate and recommend changes to ensure training aligns with industry requirements and program standards to create career pathways into Registered Apprenticeship;
2. Designate a representative to participate in the Preapprenticeship Committee;
3. Give priority consideration to qualified preapprenticeship completers during the apprenticeship application process;
4. Award credit in the registered apprenticeship program to preapprenticeship completers based on competencies mastered and hours earned, as stipulated in section IV of this agreement and in conformance with the requirements established in the Standards of Apprenticeship in compliance with Rule 6A-23.004(2)(l), F.A.C.; and
5. Be actively training apprentices at the time of entering into this agreement and demonstrate a reasonable intent to continue training apprentices in order to provide ongoing training opportunities for preapprenticeship program completers. (In the event that the Partnering RAPS fails to provide training for 12 consecutive months, it becomes ineligible to continue as a partnering sponsor to the program or occupation.)

IV. TRANSITION TO APPRENTICESHIP AND GRANTING OF CREDIT

The Preapprenticeship Program is designed to prepare individuals for entry into a Registered Apprenticeship Program. Therefore, the parties agree that:

- Preapprenticeship completers of the preapprenticeship program will be eligible for the following credit, upon demonstration of skills learned and documented training records provided:
    - Related technical instruction **credit:** 0 (hours).
    - On-the-job training **credit:** 0 (hours) (if OJT training is included)

If the performance criteria meet the standards established by the Partnering RAPS, the preapprentice must be awarded the credit stipulated above and shall be advanced to the wage rate and related technical instruction level commensurate with the amount of credit awarded.

V. TERMINATION

This agreement may be terminated by either party upon 30 days' written notice. Both parties agree to minimize disruptions for active participants during any transition.

If the Partnering RAPS cancels this agreement, the program, the occupation or fails to provide training for 12 consecutive months, the preapprenticeship program shall ensure a suitable replacement. Preapprenticeship programs that fail to secure a new Partnering RAPS within 30 days of the cancellation of an existing Partnering RAPS, preapprenticeship program or occupation shall be cancelled in accordance with 6A-23.010(3)(h), F.A.

VI. ADDITIONAL TERMS

Parties may add additional terms to the MOU that do not conflict with state or federal law, including but not limited to Chapter 446, F.S., 29 C.F.R. Part 29, and Chapter 6A-23, F.A.C. Attach additional pages as necessary. Terms are outlined as follows:

VII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates below:

Preapprenticeship Program Provider:

Martin County School District

Signature	**Date**

Printed Name: Mr. Michael Maine

Title: Superintendent, Martin County School District

Registered Apprenticeship Program Sponsor:

Indian River State College

	10/27/26
Signature	**Date**

Printed Name: Dr. Timothy E. Moore

Title: President, Indian River State College

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF APPRENTICESHIP

PARTNERING SPONSORSHIP MEMORANDUM OF UNDERSTANDING (MOU)
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Martin County School District

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1. Provide training in competencies and skills aligned with the registered apprenticeship program;
2. Utilize curriculum and instructional methods consistent with industry standards and approved by the Florida Department of Education (Department);
3. Maintain training and attendance records and submit participant performance reports as required by the Department; and

4. Refer qualified completers to the Partnering RAPS for admission into the Registered Apprenticeship Program.

B. Partnering RAPS

The Partnering RAPS agrees to:

1. Collaborate and recommend changes to ensure training aligns with industry requirements and program standards to create career pathways into Registered Apprenticeship;
2. Designate a representative to participate in the Preapprenticeship Committee;
3. Give priority consideration to qualified preapprenticeship completers during the apprenticeship application process;
4. Award credit in the registered apprenticeship program to preapprenticeship completers based on competencies mastered and hours earned, as stipulated in section IV of this agreement and in conformance with the requirements established in the Standards of Apprenticeship in compliance with Rule 6A-23.004(2)(l), F.A.C.; and
5. Be actively training apprentices at the time of entering into this agreement and demonstrate a reasonable intent to continue training apprentices in order to provide ongoing training opportunities for preapprenticeship program completers. (In the event that the Partnering RAPS fails to provide training for 12 consecutive months, it becomes ineligible to continue as a partnering sponsor to the program or occupation.)

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If the performance criteria meet the standards established by the Partnering RAPS, the preapprentice must be awarded the credit stipulated above and shall be advanced to the wage rate and related technical instruction level commensurate with the amount of credit awarded.

V. TERMINATION

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VI. ADDITIONAL TERMS

Parties may add additional terms to the MOU that do not conflict with state or federal law, including but not limited to Chapter 446, F.S., 29 C.F.R. Part 29, and Chapter 6A-23, F.A.C. Attach additional pages as necessary. Terms are outlined as follows:

VII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates below:

Preapprenticeship Program Provider:

Martin County School District

Signature	**Date**

Printed Name: Mr. Michael Maine

Title: Superintendent, Martin County School District

Registered Apprenticeship Program Sponsor:

Indian River State College

	10/27/26
Signature	**Date**

Printed Name: Dr. Timothy E. Moore

Title: President, Indian River State College

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF APPRENTICESHIP

PARTNERING SPONSORSHIP MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

Martin County School District

AND

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2. Utilize curriculum and instructional methods consistent with industry standards and approved by the Florida Department of Education (Department);
3. Maintain training and attendance records and submit participant performance reports as required by the Department; and

4. Refer qualified completers to the Partnering RAPS for admission into the Registered Apprenticeship Program.

B. Partnering RAPS

The Partnering RAPS agrees to:

1. Collaborate and recommend changes to ensure training aligns with industry requirements and program standards to create career pathways into Registered Apprenticeship;
2. Designate a representative to participate in the Preapprenticeship Committee;
3. Give priority consideration to qualified preapprenticeship completers during the apprenticeship application process;
4. Award credit in the registered apprenticeship program to preapprenticeship completers based on competencies mastered and hours earned, as stipulated in section IV of this agreement and in conformance with the requirements established in the Standards of Apprenticeship in compliance with Rule 6A-23.004(2)(l), F.A.C.; and
5. Be actively training apprentices at the time of entering into this agreement and demonstrate a reasonable intent to continue training apprentices in order to provide ongoing training opportunities for preapprenticeship program completers. (In the event that the Partnering RAPS fails to provide training for 12 consecutive months, it becomes ineligible to continue as a partnering sponsor to the program or occupation.)

IV. TRANSITION TO APPRENTICESHIP AND GRANTING OF CREDIT

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If the performance criteria meet the standards established by the Partnering RAPS, the preapprentice must be awarded the credit stipulated above and shall be advanced to the wage rate and related technical instruction level commensurate with the amount of credit awarded.

V. TERMINATION

This agreement may be terminated by either party upon 30 days' written notice. Both parties agree to minimize disruptions for active participants during any transition.

If the Partnering RAPS cancels this agreement, the program, the occupation or fails to provide training for 12 consecutive months, the preapprenticeship program shall ensure a suitable replacement. Preapprenticeship programs that fail to secure a new Partnering RAPS within 30 days of the cancellation of an existing Partnering RAPS, preapprenticeship program or occupation shall be cancelled in accordance with 6A-23.010(3)(h), F.A.

VI. ADDITIONAL TERMS

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VII. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates below:

Preapprenticeship Program Provider:

Martin County School District

Signature	**Date**

Printed Name: Mr. Michael Maine

Title: Superintendent, Martin County School District

Registered Apprenticeship Program Sponsor:

Indian River State College

	10/27/26
Signature	**Date**

Printed Name: Dr. Timothy E. Moore

Title: President, Indian River State College

AGENDA ITEM NO. 13f

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: FDOE Office of Apprenticeship Partnership Sponsorship Memorandums of Understanding between P-098 St. Lucie Public Schools Pre-Apprenticeship Program and Indian River State College

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY: Board approval is requested for the attached MOU's for Saint Lucie County's pre-apprenticeship programs:

- Cook
- Welder Combination
- Medical Assistant
- Surgical Tech
- Pharmacy Tech

These MOU's are required as a result of the recently implemented Rule 6A-23.010 which requires an approved articulation of pre-apprenticeships into registered apprenticeships.

ALTERNATIVE(S): Do not offer programs

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY:	James Howse	DATE: 10/2/26
BOARD ACTION:		DATE: 10/27/26

FLORIDA DEPARTMENT OF EDUCATION
OFFICE OF APPRENTICESHIP

PARTNERING SPONSORSHIP MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN

Martin County School District

AND

Indian River State College

Effective Date: 10/15/26

Duration: three years.

I. PURPOSE

This Partnering Memorandum of Understanding (MOU) is entered into by and between Martin County School District, hereinafter referred to as the "Preapprenticeship Program," and Indian River State College, hereinafter referred to as the "Partnering RAPS," to outline the relationship and cooperation required under 6A-23.010, Florida Administrative Code (F.A.C.), for the operation of a preapprenticeship program directly linked to a Registered Apprenticeship Program Sponsor in the following **occupation or occupational grouping:**

Construction Trades.

II. AUTHORITY

This agreement is executed pursuant to Chapter **446, Florida Statutes**, and Chapter **6A-23, F.A.C.**, governing preapprenticeship and apprenticeship training in the State of Florida.

III. ROLES AND RESPONSIBILITIES

A. Preapprenticeship Program Sponsor

The Preapprenticeship Program Sponsor agrees to:

1. Provide training in competencies and skills aligned with the registered apprenticeship program;
2. Utilize curriculum and instructional methods consistent with industry standards and approved by the Florida Department of Education (Department);
3. Maintain training and attendance records and submit participant performance reports as required by the Department; and

4. Refer qualified completers to the Partnering RAPS for admission into the Registered Apprenticeship Program.

B. Partnering RAPS

The Partnering RAPS agrees to:

1. Collaborate and recommend changes to ensure training aligns with industry requirements and program standards to create career pathways into Registered Apprenticeship;
2. Designate a representative to participate in the Preapprenticeship Committee;
3. Give priority consideration to qualified preapprenticeship completers during the apprenticeship application process;
4. Award credit in the registered apprenticeship program to preapprenticeship completers based on competencies mastered and hours earned, as stipulated in section IV of this agreement and in conformance with the requirements established in the Standards of Apprenticeship in compliance with Rule 6A-23.004(2)(l), F.A.C.; and
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- Preapprenticeship completers of the preapprenticeship program will be eligible for the following credit, upon demonstration of skills learned and documented training records provided:
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V. TERMINATION

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If the Partnering RAPS cancels this agreement, the program, the occupation or fails to provide training for 12 consecutive months, the preapprenticeship program shall ensure a suitable replacement. Preapprenticeship programs that fail to secure a new Partnering RAPS within 30 days of the cancellation of an existing Partnering RAPS, preapprenticeship program or occupation shall be cancelled in accordance with 6A-23.010(3)(h), F.A.

VI. ADDITIONAL TERMS

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Title: Superintendent, Martin County School District

Registered Apprenticeship Program Sponsor:

Indian River State College

	10/27/26
Signature	**Date**

Printed Name: Dr. Timothy E. Moore

Title: President, Indian River State College

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OFFICE OF APPRENTICESHIP

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Indian River State College

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Signature	**Date**

Printed Name: Dr. Timothy E. Moore

Title: President, Indian River State College

AGENDA ITEM NO. 13g-1 – 13g-3

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Independent Contractor Agreements for the Institute for the Professional Development for Adult Educations (IPDAE)

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY: These agreements with the following vendors outlines the services to be provided as required 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.

1. Lorri Benjamin (Grant-funded expense $6,800.00)
2. Ariel Pechokas (Grant-funded expense $3,000.00)
3. Angela Reese (Grant-funded expense $3,800.00)

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** 10/1/26 – 6/30/27
2. **FISCAL IMPACT:** See above
3. **TERMINATION TERMS:** 14 days

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter/Tamara Serrano	DATE: 10/5/26
BOARD ACTION:	DATE: 10/27/26

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 LORRI T. BENJAMIN (the "**Contractor**") having a principal place of business **at** 442 Summers Creek Drive, Merrit Island, FL 32952 **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: 2 follow up meetings for 25/26 assignments and 2 virtual/2 in person meeting for 26/27 organization assignments to be provided in accordance with the Contractor's Proposal dated 9/23/2026 attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. Schedule. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Indian River State College located at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596.

3. Term. The provision of services under this Agreement shall commence on 10/1/2026 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: Six-Thousand Eight Hundred dollars and No/100 ($6,800.00); and under no circumstances whatsoever shall the fee exceed, Six-Thousand Eight Hundred dollars and No/100 ($6,800.00. 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

LORRI T. BENJAMIN

Printed Name and Title

Ltbmagic@yahoo.com

Email Address
(315) 430.4200

Phone Number

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

LORRI T. BENJAMIN
Contractor/Vendor/Supplier Name

Lorri T. Benjamin
Signature

Lorri T. Benjamin
Name and Title

442 Summers Creek Drive
Address

Merritt Island, Florida 32952
City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

10-1-2026
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

Tammy Serrano, Director

Name and Title

Indian River State College / IPDAE

College/Department

October 1, 2026

Date

APPROVED BY:

Dr. Timothy Moore; President

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.**

Lorri Benjamin

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 <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

Lorri Benjamin
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

442 Summers Creek Dr. Merritt Island FL 32952
(Service Provider's Mailing Address) (City) (State) (Zip Code)

Specific service to be provided:
Conduct 2 follow-up meetings for 2025/2026 assignments
Conduct 2 virtual and 2 in-person meetings for 2026/2027 Organization assignments

Location where services will be provided: Virtual and in-person

Start Date: 10/1/26 End Date: 6/30/27

Fee is based on: ✓ Fixed Fee ___ Hourly Rate ___ Cost per unit ___ Other ___ Total Fee: $ 6,800.00

Name of Individual or Business to Perform Services: _____

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

Human Resources Approval: Julie Russaki **Date:** 9/23/26

Human Resources Notes: **Positives / Negatives**

Indian River State College

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

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 **Ariel Pechokas** (the "**Contractor**") having a principal place of business at **2124 Harlans Run, Naples, FL 34105 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: **conduct virtual follow up meetings with 25/26 assigned organizations** to be provided in accordance with the Contractor's Proposal dated **9/23/2026** attached hereto and marked as **Exhibit A.** The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.

2. Schedule. The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: Indian River State College located at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596.

3. Term. The provision of services under this Agreement shall commence on **10/1/2026** 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 and No/100 dollars ($3,000.00 ; and under no circumstances whatsoever shall the fee exceed, Three Thousand and No/100 dollars ($3,000.00.** 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.

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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.

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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.

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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

Ariel Pechokas

Printed Name and Title
apechokas@gmail.com

Email Address

239-398-8133 (cell)

Phone Number

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

Ariel Pechokas
Contractor/Vendor/Supplier Name

Ariel Pechokas
Signature

Ariel Pechokas
Name and Title

2124 Harlans Run
Address

Naples, FL 34105
City, State, Zip

Unique Entity ID (sam.gov) or Tax ID

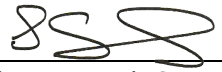
09/30/2026
Date

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

Tammy Serrano / Director
Name and Title

Indian River State College / IPDAE
College/Department

October 1, 2026
Date

APPROVED BY:

Dr. Timothy Moore; President

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**.

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 Q!!.! 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.**	☐ **Goto #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 Em yee** ....

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 28	**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?	ef **Treat as** Ind. Cont.	☐ **Goto #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	Goto #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

A r·ae... I ?echo a...S
(Service Provider's Name) Please Print

(Social Security Number or Tax ID#)

;Lt.:>.- 1-lo.rfa. ,-..-=, «L'-'-'"
(Service Provider's Mailing Address)

I\fa..pl s (City) FL- (State) a'-+1l)s (Zip Code)

Specific service to be provided:

{!.ont/-1..L c.-1-- VIr-ht- llo - ue._ ,n e e_Ar>J!_ Wl ..J-1-., c:;>O 5 /.;:::,(.) d{p

CLSS:::!)-h L-d or-ff ci-n, 2-a-h·c:>

Location where services will be provided: ----------

Start Date: ID/1/z.1..p End Date: f.p/ 30};;;I..7

Fee is based on: Fixed Fee _ Hourly Rate _ Cost per unit _ Other _ Total Fee: $ C>DO . OO

Name of Individual or Business to Perform Services: _____

Name of Department Representative: _____ Phone# of Department Representative: _____

H•man Re,o•rees Appmval, ::-:-r 1l"\M-'c k i..c..O· **Date,** ____ q1/;, 3/:.,.'-_____

Human Resources Notes: Positives / Negatives

INDEPENDENT CONTRACTOR AGREEMENT

The Indian River State College Board of Trustees, for and on behalf of Indian River State College (hereinafter referred to as the 'College') and **Ariel Pechokas** (hereinafter referred to as 'Contractor').

RECITAL

College and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (attached -The "Services")

AGREEMENTS

In consideration of the recital and other good and valuable consideration, College and Contractor agree as follows:

1. Contractor Responsibilities; Fees: Contractor will perform the Services. College shall pay Contractor the amount set for on Exhibit A within 30 days following the completion of the Services and shall not exceed a total amount of **$3,000.** Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.

2. Term: The term of this Agreement shall commence on **10/01/2026,** and shall conclude on **06/30/2027,** unless sooner terminated by either party. The College may terminate this Agreement with or without cause upon ten (10) days written notice to the Contractor. If this Agreement is terminated, the College shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

3. Ownership of Work Product: Pursuant to IRSC Board Policy 6Hx11-3.25, it is understood that any work produced and materialized from this agreement is the exclusive property of Indian River State College. All reports, drawings and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of the College. Contractor shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the College. Further, Contractor hereby assigns, grants and transfers to the College all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for the College pursuant to this Agreement, including all copyrights, renewals and extensions thereof.

4. Relationship: The conduct and control of work under this Contract lies solely with Contractor, and the College is interested only in final results to be achieved. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the College. Neither party shall have the authority to, nor shall either party attempt to assume, any obligation by or on behalf of the other party. The College shall not provide employee benefits, including but not limited to, Worker's Compensation coverage. In performance of services hereunder, Contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools, equipment, vehicles and supplies Contractor may determine to be necessary in performance of services

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hereunder. Contractor may establish offices in such locations within or outside Florida, as Contractor may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

5. Interim Written Reports: Contractor shall provide such interim written reports concerning the performance of services and research under this Contract as the College may request in writing, and upon expiration or other termination of the Agreement shall at the request of the College provide a written report to the College setting forth the results of the work performed hereunder.

6. Expenses: Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

7. Confidentiality: Contractor acknowledges that during the engagement he or she may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used or maintained by the College in connection with the operation of its business. Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the College. Contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, Contractor shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. Contractor further agrees that he or she will not disclose his or her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of his or her relationship to the College and of the services hereunder.

8. Conflicts of Interest; Non-hire Provision: Contractor represents that he or she is free to enter into this Agreement. and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this Agreement, Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for the College. For a period of six months following any termination, Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the College's employment, any employee, consultant, or contractor of the College or hire any such employee, consultant, or contractor who has left the College's

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employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction: The parties hereto acknowledge that the services to be rendered by Contractor under this Agreement and the rights and privileges granted to the College under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause the College irreparable injury and damage. Contractor expressly agrees that the College shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the College may have for damages or otherwise. The various rights and remedies of the College under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Insurance: Contractor shall maintain his/her own Commercial General, Automobile, Professional Business and Worker's Compensation Liability Insurance policies and be able to demonstrate proof thereof by providing certified copies of all policies and endorsements within ten calendar days of contract signature.

11. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

12. Choice of Law: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13. Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment: Contractor shall not assign any of his or her rights under this Agreement or delegate the performance of any of his or her duties hereunder, without the prior written consent of the College.

16. Attorney Fees: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs from the other party.

17. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively

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deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor Ariel Pechokas
2124 Harlans Run
Naples, FL 34105
United States of America

If to College Tamara Serrano
Indian River State College 3209
Virginia Avenue
Fort Pierce, Florida 34981

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

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

19. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

20. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

21. Miscellaneous: The parties agree to comply with all applicable laws, rules regulations and executive orders relating to race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

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.

WHEREFORE, the parties have executed this Agreement the date set forth above.

Indian River State College

By {Print Name)- (Signature}

Ariel Pechokas

Contractor

Ariel Pechokas Ariel Pechokas

By (Print Name)- (Signature)

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Department	**FEIN#:**
Title	IPDAE Subject Matter Expert **Title**
Date	09/30/2026 **Date**

Independent Contractor Agreement
Exhibit A - The Services

1. **Services/ Required Deliverables:**

- **Goal 5.2** Conduct 2 virtual follow-up meetings with your 2 2025-26 assigned organizations. Total of 4 meetings. (Meeting schedules, meeting logs, final report and Travel information/receipts)

2. **Payment for Services/ Required Deliverables:**

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TOTAL: $3,000

- **Goal 5.2** IET Coaching - $750/session x 4 Virtual sessions = **$3,000**

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

- Due December 7, March 8 and June 17 / **Goal 5.2** IET Coaching / Meeting schedules, meeting logs, final report and Travel information/receipts

Date of Final Completion of the Program:

June 30, 2027

4. **Reimbursement for Expenses:**

No reimbursement for expenses is allowed under this agreement.

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By signing this Exhibit B to the Independent Contactor Agreement, Contractor acknowledges that he or she does or does not maintain insurance as required under Section 10 of the Independent Contractor Agreement. In consideration of the College's waiver of such insurance requirement, Contractor agrees to indemnify and hold harmless College and College's current or former employees, officers and agents to the fullest extent permitted by law, from and against all losses, claims, damages, obligations, assessments, penalties, judgments, awards and other liabilities (including reasonable attorney's fees and expenses) that arise from Contractor's negligence, misconduct, or breach of the Independent Contractor Agreement in the performance or nonperformance, as the case may be, of Contractor's duties under such Agreement.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

Indian River State College	Ariel Pechokas
College	**Contractor**
	Ariel Pechokas Ariel Pechokas
By (Print Name) - (Signature)	**BY (Print Name) - (Signature)**
Department	**FEIN#:**
	IPDAE Subject Matter Expert
Title	**Title**
	09/30/2026
Date	**Date**

Mandatory Federal Flow-down Terms and Conditions Exhibit C - Government Funded Grant Provisions

This Agreement is funded under a U.S. Government Grant the following provisions as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (2 CFR Part 200, et al) are part of this Order. If any

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conflict arises between the provisions of these Government Funded Grant Provisions and any other provisions of this Agreement, the Government Funded Grant Provisions shall prevail.

a) Byrd Anti-lobbying Amendment (31 U.S.C. 1352)- if the Purchase Order amount is for $100,000 or more, Supplier (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying 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. Supplier (and, if required, any sub-contractors) shall disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.

(b) Buy American Act (41 U.S.C. 8301- §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products goods used providing maintenance services). Supplier represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Supplier shall provide College with reasonable back- up documentation evidencing compliance with theBuy American Act (i.e. records showing Buy American standards are met or a waiver was granted by the appropriate federal agency).

(c) Clean Air Act and Federal Water Act-Awards that exceed $150,000, the "Contractor" shall guarantee that all products purchased as a result ofthis SOLICITATION comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251et. seq.).

(d) Contract Hours and Safety Standards Act (Mechanics or Laborers) -Awards that exceed $100,000, the "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act {40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708)- (Applies to purchase orders in excess of $100,000 for contracts that involve the employment of mechanics or laborers). Supplier shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 - 3704), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Supplier shall 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 workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

(e) The Copeland "Anti-Kick Back" Act (Construction Work) - Awards exceeding $2,000, the "Contractor" shall comply with the Copeland "Anti- Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(f) The Davis-Bacon Act (Construction Work) - The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier covenants and agrees that all laborers and mechanics employed by Supplier and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a- 7) and as supplemented by Department of Labor regulations (29 CFR part S, "Labor

Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Supplier is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier is required to pay wages not less than once a week.

(g) Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;
ii. Meeting contract performance requirements; or
iii. At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement- guideline-cpg-program

(h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216) - Supplier represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.

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Signature: Ariel Pechokas
Ariel Pechokas (Sep 30, 2026 18:24:23 EDT)

Email: pechokar@collierschools.com

ICA - Ariel Pechokas 09252026

Final Audit Report 2026-09-30

Created:	2026-09-30
By:	Ariel Pechokas (pechokar@collierschools.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtFVDMsV7T6eZE_0NEubRDdkLaVhdVtYv

"ICA - Ariel Pechokas 09252026" History

Document created by Ariel Pechokas (pechokar@collierschools.com)
2026-09-30 - 10:23:14 PM GMT- IP address: 76.101.220.148

Document e-signed by Ariel Pechokas (pechokar@collierschools.com)
Signature Date: 2026-09-30 - 10:24:23 PM GMT - Time Source: server- IP address: 76.101.220.148 - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-30 - 10:24:23 PM GMT

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 **Angela Reese** (the "**Contractor**") having a principal place of business **at** [**155 Town Village Blvd Unit #9107 Mexico Beach, FL 32456** **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: [conduct virtual in person coaching sessions for a total of 4 meetings]to be provided in accordance with the Contractor's Proposal dated **9/23/2026** 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: IRSC 3209 Virginia Ave Fort Pierce, FL 32981

3. Term. The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, or **10/1/2026** 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 Eight-Hundred and no/100 dollars** [**($3,800.00)**] and under no circumstances whatsoever shall the fee exceed,
Three-thousand Eight-Hundred and no/100 dollars [**($3,800.00)**] 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

Angela Reese / IPDAE Subject Matter Expert

Printed Name and Title

REESEAL@BAK.K12.FL.US

Email Address

850-814-6047

Phone Number

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

Angela Reese

Contractor/Vendor/Supplier Name

Signature

Angela Reese / IPDAG Subject Matter Expert

Name and Title

155 Town Village Blvd Unit 9107

Address

Mexico Beach, Florida 32456

City, State, Zip

589-14-1019

Unique Entity ID (sam.gov) or Tax ID

9-29-26

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

Sept. 29, 2026
Date

APPROVED BY:

Dr. Timothy Moore, President

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.**

Exhibit A

Angela Reese

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

Angela Reese
(Service Provider's Name) Please Print

(Social Security Number or Tax ID #)

(Service Provider's Mailing Address) (City) (State) (Zip Code)

Specific service to be provided:
Conduct Virtual and in-person coaching sessions for a total of 4 meetings

Location where services will be provided: Virtual

Start Date: 10/1/24 End Date: 6/30/27

Fee is based on: ✓ Fixed Fee ___ Hourly Rate ___ Cost per unit ___ Other ___ Total Fee: $ $3,800

Name of Individual or Business to Perform Services: Angela Reese

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

Human Resources Approval: Julie Russah **Date:** 9/23/24

Human Resources Notes: **Positives / Negatives**

INDEPENDENT CONTRACTOR AGREEMENT

The Indian River State College Board of Trustees, for and on behalf of Indian River State College (hereinafter referred to as the 'College') and **Angela Reese** (hereinafter referred to as 'Contractor').

RECITAL

College and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (attached -The "Services")

AGREEMENTS

In consideration of the recital and other good and valuable consideration, College and Contractor agree as follows:

1. Contractor Responsibilities; Fees: Contractor will perform the Services. College shall pay Contractor the amount set for on Exhibit A within 30 days following the completion of the Services and shall not exceed a total amount of **$3,800.** Contractor is an independent contractor and shall be solely and personally responsible for all federal, state and local taxes, contributions and premiums with regard to such payments.

2. Term: The term of this Agreement shall commence on **10/01/2026,** and shall conclude on **06/30/2027,** unless sooner terminated by either party. The College may terminate this Agreement with or without cause upon ten (10) days written notice to the Contractor. If this Agreement is terminated, the College shall have no further obligations other than payment for services already rendered and for expenses previously incurred.

3. Ownership of Work Product: Pursuant to IRSC Board Policy 6Hx11-3.25, it is understood that any work produced and materialized from this agreement is the exclusive property of Indian River State College. All reports, drawings and other work products produced by Contractor as a part of the services rendered under this Agreement shall be provided to and be the sole property of the College. Contractor shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of the College. Further, Contractor hereby assigns, grants and transfers to the College all right, title and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for the College pursuant to this Agreement, including all copyrights, renewals and extensions thereof.

4. Relationship: The conduct and control of work under this Contract lies solely with Contractor, and the College is interested only in final results to be achieved. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of the College. Neither party shall have the authority to, nor shall either party attempt to assume, any obligation by or on behalf of the other party. The College shall not provide employee benefits, including but not limited to, Worker's Compensation coverage. In performance of services hereunder, Contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools, equipment, vehicles and supplies Contractor may determine to be necessary in performance of services

hereunder. Contractor may establish offices in such locations within or outside Florida, as Contractor may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

5. Interim Written Reports: Contractor shall provide such interim written reports concerning the performance of services and research under this Contract as the College may request in writing, and upon expiration or other termination of the Agreement shall at the request of the College provide a written report to the College setting forth the results of the work performed hereunder.

6. Expenses: Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

7. Confidentiality: Contractor acknowledges that during the engagement he or she may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used or maintained by the College in connection with the operation of its business. Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the College. Contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, Contractor shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. Contractor further agrees that he or she will not disclose his or her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of his or her relationship to the College and of the services hereunder.

8. Conflicts of Interest; Non-hire Provision: Contractor represents that he or she is free to enter into this Agreement. and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this Agreement, Contractor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for the College. For a period of six months following any termination, Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the College's employment, any employee, consultant, or contractor of the College or hire any such employee, consultant, or contractor who has left the College's

employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction: The parties hereto acknowledge that the services to be rendered by Contractor under this Agreement and the rights and privileges granted to the College under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause the College irreparable injury and damage. Contractor expressly agrees that the College shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the College may have for damages or otherwise. The various rights and remedies of the College under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Insurance: Contractor shall maintain his/her own Commercial General, Automobile, Professional Business and Worker's Compensation Liability Insurance policies and be able to demonstrate proof thereof by providing certified copies of all policies and endorsements within ten calendar days of contract signature.

11. Successors and Assigns: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

12. Choice of Law: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13. Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment: Contractor shall not assign any of his or her rights under this Agreement or delegate the performance of any of his or her duties hereunder, without the prior written consent of the College.

16. Attorney Fees: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs from the other party.

17. Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively

deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor Angela Reese
155 Town Village Blvd
Unit #9107
Mexico Beach, FL 32456
United States of America

If to College Tamara Serrano
Indian River State College 3209
Virginia Avenue
Fort Pierce, Florida 34981

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

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

19. Entire Understanding: This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

20. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

21. Miscellaneous: The parties agree to comply with all applicable laws, rules regulations and executive orders relating to race, color, national origin, ethnicity, sex, religion, age, disability, sexual orientation, marital status, veteran status, or genetic information.

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.

WHEREFORE, the parties have executed this Agreement the date set forth above.

Indian River State College

By {Print Name)- (Signature}

Angela Reese

Contractor

Angela Reese

By (Print Name)- (Signature)

DRAFT

	589 14 1019
Department	**FEIN#:**
	IPDAE Subject Matter Expert
Title	**Title**
	9-29-26
Date	**Date**

Independent Contractor Agreement
Exhibit A - The Services

1. **Services/ Required Deliverables:**

- **Goal 5.2** Conduct 2 virtual and 2 in-person coaching session with your assigned organization. Total of 4 meetings. (Meeting schedules, meeting logs, final report and Travel information/receipts)

2. **Payment for Services/ Required Deliverables:**

DRAFT

TOTAL: $3,800

- **Goal 5.2** IET Coaching - $750/session x 4 Coaching sessions = **$3,000**
- **Goal 5.2** IET Coaching - Travel; $400 (lodging, mileage, meals all at the State Rate) x 2 in-person sessions = **$800.**
    - *Travel will be paid based on actual expenses within the State Rate*

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

- Due December 7, March 8 and June 17 / **Goal 5.2** IET Coaching / Meeting schedules, meeting logs, final report and Travel information/receipts

Date of Final Completion of the Program:

June 30, 2027

4. **Reimbursement for Expenses:**

No reimbursement for expenses is allowed under this agreement.

DRAFT

By signing this Exhibit B to the Independent Contactor Agreement, Contractor acknowledges that he or she does or does not maintain insurance as required under Section 10 of the Independent Contractor Agreement. In consideration of the College's waiver of such insurance requirement, Contractor agrees to indemnify and hold harmless College and College's current or former employees, officers and agents to the fullest extent permitted by law, from and against all losses, claims, damages, obligations, assessments, penalties, judgments, awards and other liabilities (including reasonable attorney's fees and expenses) that arise from Contractor's negligence, misconduct, or breach of the Independent Contractor Agreement in the performance or nonperformance, as the case may be, of Contractor's duties under such Agreement.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

WHEREFORE, the parties have executed this Exhibit B to the Independent Contractor Agreement the date set forth below.

Indian River State College	Angela Reese
College	**Contractor**
By (Print Name) - (Signature)	Angela Reese **BY (Print Name) - (Signature)**
	589-14-1019
Department	**FEIN#:**
	IPDAE Subject Matter Expert
Title	**Title**
	9-29-26
Date	**Date**

Mandatory Federal Flow-down Terms and Conditions Exhibit C - Government Funded Grant Provisions

This Agreement is funded under a U.S. Government Grant the following provisions as contained in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (2 CFR Part 200, et al) are part of this Order. If any

conflict arises between the provisions of these Government Funded Grant Provisions and any other provisions of this Agreement, the Government Funded Grant Provisions shall prevail.

a) Byrd Anti-lobbying Amendment (31 U.S.C. 1352)- if the Purchase Order amount is for $100,000 or more, Supplier (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying 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. Supplier (and, if required, any sub-contractors) shall disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.

(b) Buy American Act (41 U.S.C. 8301- §8305) (ARRA Section 1605 & 2 CFR §300.322) (Applies to purchase orders for construction, alteration, or repair, including products goods used providing maintenance services). Supplier represents and warrants that all of the iron, steel, aluminum, cement and other manufactured goods used in the project will be produced in the United States in accordance with the Buy American Act. Supplier shall provide College with reasonable back-up documentation evidencing compliance with theBuy American Act (i.e. records showing Buy American standards are met or a waiver was granted by the appropriate federal agency).

(c) Clean Air Act and Federal Water Act-Awards that exceed $150,000, the "Contractor" shall guarantee that all products purchased as a result ofthis SOLICITATION comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251et. seq.).

(d) Contract Hours and Safety Standards Act (Mechanics or Laborers) -Awards that exceed $100,000, the "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act {40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708)- (Applies to purchase orders in excess of $100,000 for contracts that involve the employment of mechanics or laborers). Supplier shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 - 3704), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, Supplier shall 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 workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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.

(e) The Copeland "Anti-Kick Back" Act (Construction Work) - Awards exceeding $2,000, the "Contractor" shall comply with the Copeland "Anti- Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(f) The Davis-Bacon Act (Construction Work) - The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Supplier covenants and agrees that all laborers and mechanics employed by Supplier and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a- 7) and as supplemented by Department of Labor regulations (29 CFR part S, "Labor

Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Supplier is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier is required to pay wages not less than once a week.

(g) Procurement of Recovered Materials - In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement- guideline-cpg-program

(h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216) - Supplier represents and warrants that no part of the equipment, services or systems provided to the College hereunder uses or consists of covered telecommunications equipment or services (as defined by 2 CRF §200.216) as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.

AGENDA ITEM NO. 13h

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement between District Board of Trustees, Indian River State College and Cleveland Clinic Martin Health

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 Cleveland Clinic Martin Health related to security guard and other non-credit training.

ALTERNATIVE(S): Not offer training

FOR CONTRACTS:

1. **TERM:** Through December 31, 2027
1. **FISCAL IMPACT:** Projected revenue estimated at $5,000. Revenue dependent on number of classes scheduled.
2. **TERMINATION TERMS:** 14 days written notice

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 10/6/26

BOARD ACTION: DATE: 10/27/26

MEMORANDUM OF AGREEMENT (MOA)

between

District Board of Trustees, Indian River State College

and

Cleveland Clinic Martin Health

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 Cleveland Clinic Martin Health, whose address is 200 SE Hospital Avenue, Stuart, FL 34994 (collectively referred to as the "Signatory Parties").

II. BACKGROUND

Indian River State College (IRSC) is an industry-driven leader focused on providing continuing education and training. Housed within the School of Education, the Department of Continuing Education offers non-credit workforce trainings, certification programs, consulting, and personal enrichment courses to meet the needs of the workforce community, including corporations, government, non-profits, first responders, and life-long learners of all ages on a local, state, national and international level.

III. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC and Cleveland Clinic Martin Health relating to professional security guard and other safety training.

The scope of this MOA is limited to the development and execution of a professional security guard academy with trainings including, but not limited to, those outlined in the attached proposal.

IV. IRSC RESPONSIBILITIES UNDER THIS MOA

a) Use of the Treasure Coast Public Safety Training Complex Facilities for all Professional Security Guard Academy trainings.
b) **Provide an instructor for the training.**
c) **Provide an invoice, sign-in sheets, and evaluations for payment upon completion of the training event.**
d) An additional 16-Hours of standardized Academy tactical and classroom courses once Security personnel have successfully completed the Class D Security Officer License and/or the Class G Security Officer License.
e) Additional advanced/individualized courses.

f) Provide additional assistance and training as needed to maintain security training standards to improve the quality of job performance and safety.
g) Certified instructors with prior military and/or criminal justice backgrounds.

V. CLEVELAND CLINIC MARTIN HEALTH'S RESPONSIBILITIES UNDER THIS MOA

a) Provide certificate of liability.
b) Recruit attendees for training.
c) Promote event to intended audience.
d) Provide staff to work with IRSC when assistance is needed prior to the training and the days of the training.

VI. FEES/PAYMENTS

Cleveland Clinic Martin Health will pay IRSC the amount outlined below for course offerings. This payment must be made in full within 30-day of receiving the invoice. Other courses and payments not listed here can be agreed to under individual scope of work documents between the two parties.

Initial Training

Course	# of Hours	Cost	Minimum/Maximum # of Students
Security Guard - Class D	42 Hours	$285 per student	Minimum 6
Security Guard - Class G	28 Hours	$450 per student	Minimum 4
Defensive Tactics/Handcuffing Techniques	4 Hours	$800 per class	Maximum 6*
Baton	4 Hours	$800 per class	Maximum 6*
TOTAL HOURS	**78 Hours**		

Professional Security Guard Academy

Day 1			
Day 1 Topics	**# of Hours**	**Cost**	**Maximum # of Students**
Defensive Tactics/Handcuffing Techniques	4 Hours	$1,600	6*
Baton	4 Hours		6*
Day 1 SUBTOTAL	**8 Hours**	**$1,600**	
Day 2			
Day 2 Topics	**# of Hours**	**Cost**	**Maximum # of Students**
Report Writing	4 Hours	$1,600	8*
Interview/Screening Techniques	3 Hours		
Virtra Scenario Based Training	1 Hour		
Day 2 SUBTOTAL	**8 Hours**	**$1,600**	
2-DAY TOTAL	**16 Hours**	**$3,200**	

Advanced/Individual Courses

Course	# of Hours	Cost	Minimum/Maximum # of Students
Security Guard - Class G	28 Hours	$450 per student	Minimum 4
Firearms Requalification	4 Hours	$900 per class, plus additional cost for ammunition	Maximum 6*
Firearms Remediation	4 Hours	$900 per class, plus additional cost for ammunition	Maximum 6*
First Line Supervision	16 Hours	$2,650 per class	Maximum 8*
Crisis Intervention and Conflict Management	16 Hours	$2,650 per class	Maximum 8*
Behavioral Patterns Analysis	16 Hours	$2,650 per class	Maximum 8*

*$100/per student over maximum

VII. NOTICES

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

Dr. Stephanie Etter
Dean, School of Education
Indian River State College
3209 Virginia Avenue
Fort Pierce, FL 34981
772-462-7967
setter@irsc.edu

Mr. Carmelo Maldonado
Director, Security Operations
Cleveland Clinic Martin Health
200 SE Hospital Avenue
Stuart, FL 34994
772-419-2126
Maldonc2@ccf.org

VIII. USE OF INTELLECTUAL PROPERTY

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

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

IX. AMENDMENTS

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

X. TERMINATION OF AGREEMENT

This MOA shall terminate on December 31, 2027, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

XI. HOLD HARMLESS/INDEMNIFICATION

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

XII. DISPUTE RESOLUTION

The Signatory Parties hereby agree that, in the event of any dispute between the Signatory Parties relating to this MOA, the Signatory Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 90 calendar and consecutive days, the Signatory Parties agree that the dispute will be negotiated between the Signatory Parties through mediation, if Signatory Parties can agree on a mediator. The costs of mediation shall be shared equally by the Signatory Parties. Neither Signatory Party waives its legal rights to adjudicate this MOA in a legal forum.

XIII. LIMITATION OF MEMORANDUM

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

XIV. GOVERNING LAW

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

XV. ENTIRE AGREEMENT

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

XVI. SEVERABILITY

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

XVII. EFFECTIVE DATE

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

XVIII. COUNTERPARTS

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

XIX. SIGNATORY AUTHORITY

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

Indian River State College

_____

Dr. Timothy E. Moore, President

Date: _____

Cleveland Clinic Martin Health

Carmelo Maldonado
Director, Protective Services

Name, Title

Date: 10/6/26

Indian River State College
District Board of Trustees

_____

Milo Thornton, Chair

Date: _____

AGENDA ITEM NO. 13i

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement Program Training Site between the District Board of Trustees of Indian River State College and Boys and Girls Club of Martin County

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

SUBMITTED FOR: _X_ **ACTION/VOTE**
____ **INFORMATION**
___ **DISCUSSION**

SUMMARY: This MOA will allow Indian River State College Adult Education to offer GED courses at the Boys and Girls Club site in Stuart, providing an alternative location as needed for course scheduling.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Stephanie Etter DATE: 10/5/26

BOARD ACTION: DATE: 10/27/26

MEMORANDUM of AGREEMENT
PROGRAM TRAINING SITE

THIS AGREEMENT ("Agreement") made and entered into this 4th day of September, 2026, between the **DISTRICT BOARD OF TRUSTEES** ("the Board") **of INDIAN RIVER STATE COLLEGE,** a public educational institution ("IRSC"), and **Boys & Girls Clubs of Martin County,** a non-profit entity of the State of Florida, hereinafter referred to as the "PARTNER SITE."

WHEREAS, The Partner Site owns a facility located at 551 SE M.L.K. Jr Blvd, Stuart, Florida, hereinafter referred to as the "Facility"; and,

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

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

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

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

1. **FACILITY.** The parties acknowledge and agree that the Facility is located at 551 SE M.L.K. Jr Blvd, Stuart, Florida and IRSC shall have use of the designated buildings and grounds to include the parking spaces and classroom.

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

3. **TERM.** This MOA shall terminate on December 31, 2027, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

4. **SITE CONDITION.** IRSC shall return the site to its original condition upon termination or expiration of this Agreement, ordinary wear and tear excepted.

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

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

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

As to IRSC:

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

As to Partner Site: :

Keith Fletcher
11900 SE Federal Highway
Hobe Sound, FL 33455

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

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

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

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

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

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

14. **INDEMNITY; INSURANCE.** Subject to the provisions of Section 768.28, Florida Statues, each party agrees to indemnity and hold harmless the other party, its officers, agents and employees from any claim, action, lawsuit, loss, damage, cost, judgement, liability or expense of any kind whatsoever rising out of any act, action, neglect, omission or failure to act for injuries or damages suffered as the result of its intentional misconduct or the negligent performance of the responsibilities outlined in this Agreement. Each party shall be responsible for determining whether to procure and maintain property/casualty insurance coverage on equipment and improvements owned by that party.

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

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

15. SIGNATORY AUTHORITY

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

Indian River State College

Associate Vice Provost of
Academic Affairs

Date: 10/7/26

Boys & Girls Clubs of Martin County

Keith Fletcher, President & CEO

Date: 09/11/2026

Provost/Vice President of Academic Affairs, CAO

Date: 10.2.26

Milo Thornton, Chair, DBOT

Date: 10/27/26

Timothy E. Moore, Ph.D., President

Date: 10/27/26

AGENDA ITEM NO. 13j

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Memorandum of Agreement with Indian River State College, Criminal Justice Institute and SDL Training & Consultants

REGULAR AGENDA OR COMMITTEE: Regular Agenda - Consent

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

SUMMARY:
The attached MOA with SDL Training & Consultants is to identify and formalize the development and execution of an 80-hour training course, CJAT 006 Line Supervision, to be held at the Treasure Coast Public Safety Training Complex from February 22, 2027, through March 5, 2027. Funding for this course is provided through the Region XI grant.

ALTERNATIVE(S): Without agreement in place, we will not be able to offer the CJAT 006 Line Supervision course.

FOR CONTRACTS:
1. **TERM:** 02/22/27 – 03/05/27
2. **FISCAL IMPACT:** $7,500 paid by the college's Criminal Justice Institute with funding provided through the Region XI grant.
3. **TERMINATION TERMS:** 14-days prior written notice.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Robert Gonzalez DATE: 9/29/26

BOARD ACTION: DATE: 10/27/26

Indian River State College

MEMORANDUM OF AGREEMENT (MOA)

between

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

and

SDL Training & Consultants

I. PARTIES

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between Indian River State College Criminal Justice Institute (IRSC-CJI), whose address is 3209 Virginia Avenue, Fort Pierce, FL 34981, and SDL Training & Consultants with a business address of 4406 NW 42 Terrace, Coconut Creek, FL 33073 (collectively referred to as the "Signatory Parties").

II. BACKGROUND

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

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

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

III. PURPOSE & SCOPE

The purpose of this MOA is to identify and formalize the roles, responsibilities and relationship between IRSC-CJI and SDL Training & Consultants relating to training in Line Supervision, CJAT 006.

The scope of this MOA is limited to the development and execution of an 80-hour training course, CJAT 006, Line Supervision. The training will be held on February 22, 2027 through March 5, 2027, at IRSC's Treasure Coast Public Safety Training Complex.

IV. IRSC-CJI'S RESPONSIBILITIES UNDER THIS MOA

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

V. SDL TRAINING & CONSULTANTS RESPONSIBILITIES UNDER THIS MOA

a) Provide certificate of liability.

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

VI. FEES/PAYMENTS

IRSC-CJI will pay SDL Training & Consultants the amount outlined below for the responsibilities provided in Section V. This payment will be made in full within 30-day of receiving the invoice.

Item/Service	**Fees**
One (1) Commission Certified Instructor for 80-hours, FDLE CJAT 006 Line Supervision, February 22, 2027 – March 5, 2027	$7500
	$0.00
	$0.00

VII. NOTICES

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

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

Scott Lustigman
Manager
SDL Training & Consultants
4406 NW 42 Terrace
Coconut Creek, FL 33073

VIII. USE OF INTELLECTUAL PROPERTY

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

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

IX. AMENDMENTS

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

X. TERMINATION OF AGREEMENT

This MOA shall terminate on March 5th, 2027 unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration date.

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

XI. HOLD HARMLESS/INDEMNIFICATION

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

XII. DISPUTE RESOLUTION

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

XIII. LIMITATION OF MEMORANDUM

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

XIV. GOVERNING LAW

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

XV. ENTIRE AGREEMENT

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

XVI. SEVERABILITY

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

XVII. EFFECTIVE DATE

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

XVIII. COUNTERPARTS

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

XIX. SIGNATORY AUTHORITY

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

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

Indian River State College

Robert Gonzalez

Dean, Public Service Education

Date: 9/30/26

SDL Training & Consultants

Scott Lustigman, Manager

Date: 9-29-26

Provost/Vice President of Academic Affairs, CAO

Date: 10.6.2026

Timothy E. Moore, Ph.D., President

Date: 10/27/26

AGENDA ITEM NO. 13k

DISTRICT BOARD OF TRUSTEES

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: PowerDMARC Order Form

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

SUMMARY:
This PowerDMARC order form is for IT to purchase a cybersecurity tool that will help reduce phishing emails, mitigate the risk of impersonation and spoofing attempts, and strengthen our overall security posture.

ALTERNATIVE(S): N/A

FOR CONTRACTS:

1. **TERM:** 12 months
1. **FISCAL IMPACT:** $3,000
2. **TERMINATION TERMS:** 1 year subscription

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: TaTanisha Baker DATE: 10/8/26

BOARD ACTION: DATE: 10/27/26

Client Proposal

POWERDMARC

Version 2.0

Date: September 2026

Submitted by:

Sales Member: Anant Goel
Email: anant.goel@powerdmarc.com

Disclaimer and Non-Disclosure

The document is prepared by MENAINFOSEC and is an exclusive property of MENAINFOSEC. The document includes technical elaboration, project specifications, mocks, screenshots, commercial, financial and marketing secrets. Data that is provided is confidential and in trust, solely to the client in question. Any reproduction of the document as a whole or in part thereof, without prior written permission of MENAINFOSEC is strictly prohibited.

Contents

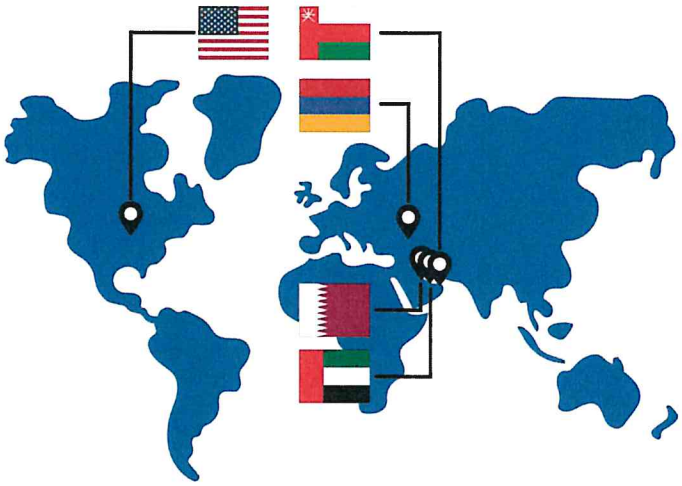
Company profile	**4**
What is DMARC?	**5**
Features	**6**
Implementation Methodology	**13**
PowerDMARC Enterprise License Value proposition	**17**
Commercial Offer	**19**
Client Offer Acceptance	**20**

Client Proposal
Indian River State College

POWERDMARC

Company profile

Since 2002 MENAINFOSEC,Inc. has been one of the leading and information security & fraud protection services. Headquartered in Plano Texas, US with offices across the globe. PowerDMARC supports more than 100,000 clients globally including Fortune 100 companies and is the leader in DMARC Software Management.



PowerDMARC Certifications

(SOC2 Type 2 and ISO 27001 Certified, GDPR Compliant)

AICPA SOC · Information Security Management ISO 27001 Certified · COMPLIANT EU GDPR COMPLIANT · DEPARTMENT OF COMMERCE UNITED STATES OF AMERICA · INTERNATIONAL TRADE ADMINISTRATION · DATA PRIVACY FRAMEWORK PROGRAM

PowerDMARC is the leader in DMARC Software Management:

CATEGORY LEADER channel program Q1 '25 · ITreview LEADER 2025 Winter · BEST SOFTWARE 2025 Top 100 FASTEST GROWING · SPRING 2025 Grid Leader · Momentum Leader · Best Results · Grid Leader · Best Relationship · Regional Leader · Regional Leader · Regional Leader · Best Usability

Technology Partners:

aws · cisco Security · FORTINET Fabric-Ready · TALOS

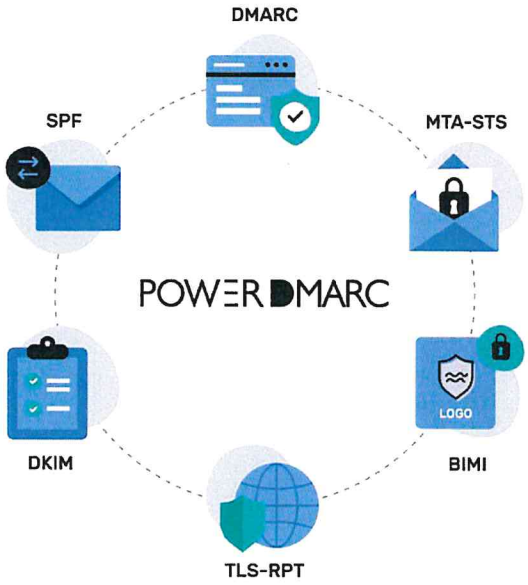
Top References:

Coca-Cola · Grab · RUTGERS · Tunstall · TOSHIBA · MERCK · talpa network · CSA cloud security alliance · OLX · Virgin australia · Oil & Gas Authority · Australian National University · MONOPRIX · Valley Transportation Authority

Client Proposal
Indian River State College

POWERDMARC

Protect your email from Business Email Compromise, Spoofing and improve mail deliverability



As a business owner, you want to make sure that your customers only **see emails you have sent yourself.** Emails are one of the easiest ways for cyber attackers to compromise the security of a company and its servers.

PowerDMARC is a cloud-based SaaS that leverages emerging email authentication protocols to protect your domain against spoofing, phishing attacks and improve your mail deliverability.

What is DMARC?

Domain-based Message Authentication, Reporting and Conformance (DMARC) is an email authentication system that protects your organization's domains from spoofing, phishing and other cyber attacks. It builds on the widely deployed email verification techniques:**Sender Policy Framework (SPF)** and **Domain Keys Identified Mail (DKIM)**.

DMARC Authentication Process

To describe email with DMARC authentication, let's first examine email without DMARC:

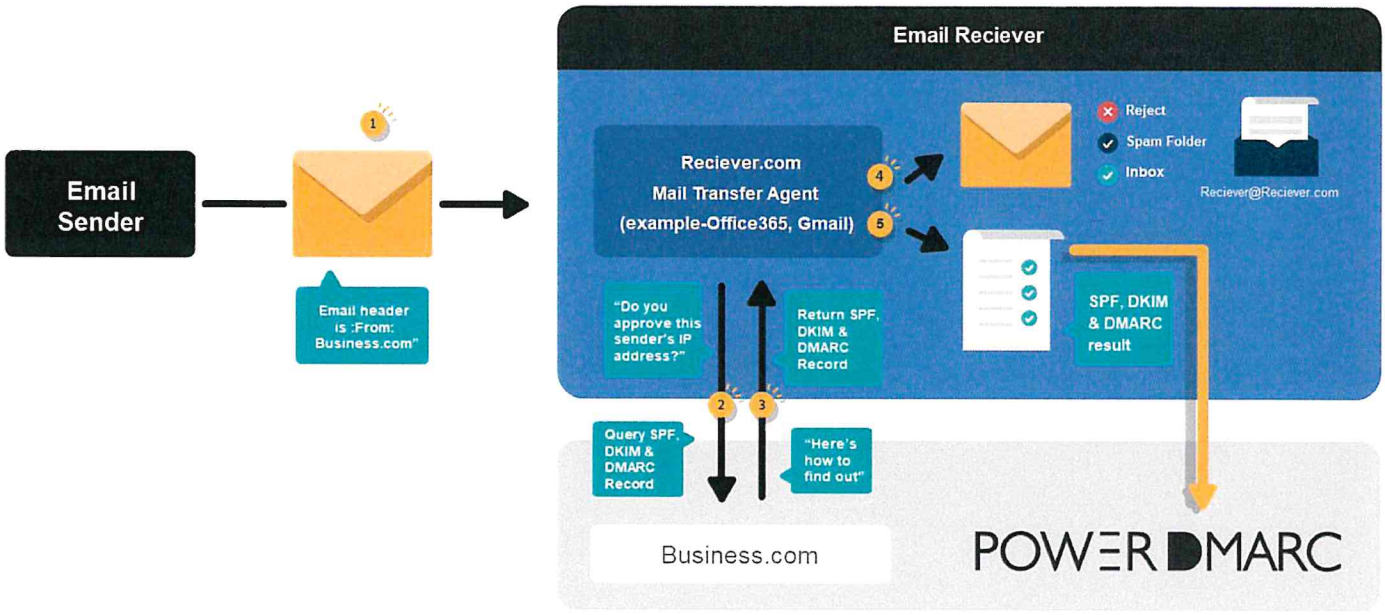


1. An email is sent **From:business.com** to **receiver.com**
2. **receiver.com**'s Mail Transfer Agent (MTA) has no mechanism to authenticate the email sender **(business.com)**
3. Legitimate and **spoofed emails** originating from business.com are delivered to all recipients.

Client Proposal
Indian River State College

POWERDMARC

Email with DMARC

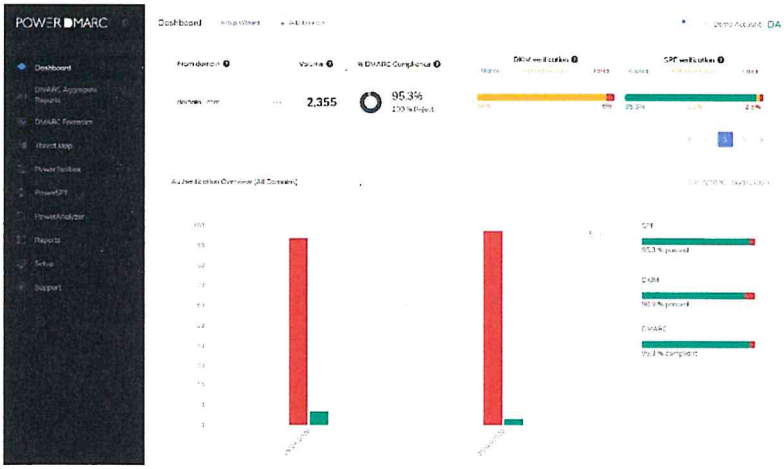


1. An email is sent From:business.com to receiver.com
2. receiver.com's Mail Transfer Agent (MTA) looks up the **SPF,DKIM and DMARC** DNS records of business.com to authenticate the sender
3. If the sender is authenticated, the email is delivered to the recipient. Otherwise, the email is either quarantined (sent to spam) or rejected (not delivered).
4. DMARC reports are generated by the receiving MTA and are sent to PowerDMARC

Features

User friendly dashboards

Access instantaneous overviews of your overall DMARC,DKIM and SPF compliance using our easy to read charts and tables.

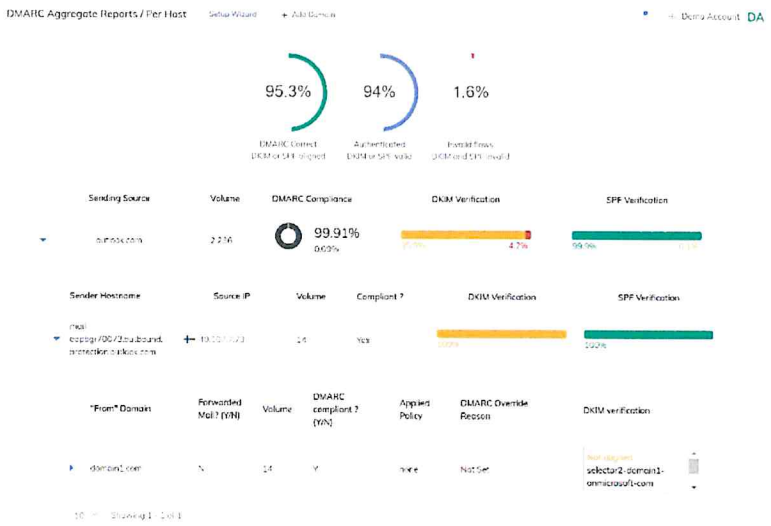


Client Proposal
Indian River State College

POWERDMARC

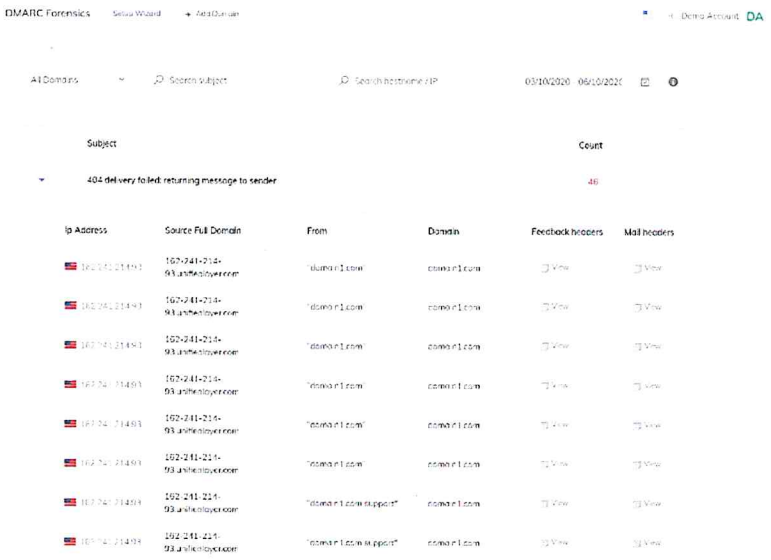
DMARC Aggregate Data

Select a date range and analyze your DMARC using our comprehensive Aggregate views. Get access to all the SPF,DKIM and DMARC meta-data you need to optimize your sending source and boost your DMARC compliance and domain reputation.



DMARC Forensics with PGP Encryption

View detailed email headers of DMARC failing emails using our Forensic viewer. Since privacy is our paramount concern, we provide the option of encrypting those forensic reports using your own key. Simply upload your public key to your account and we will use it to encrypt all received headers so that only you can read them.



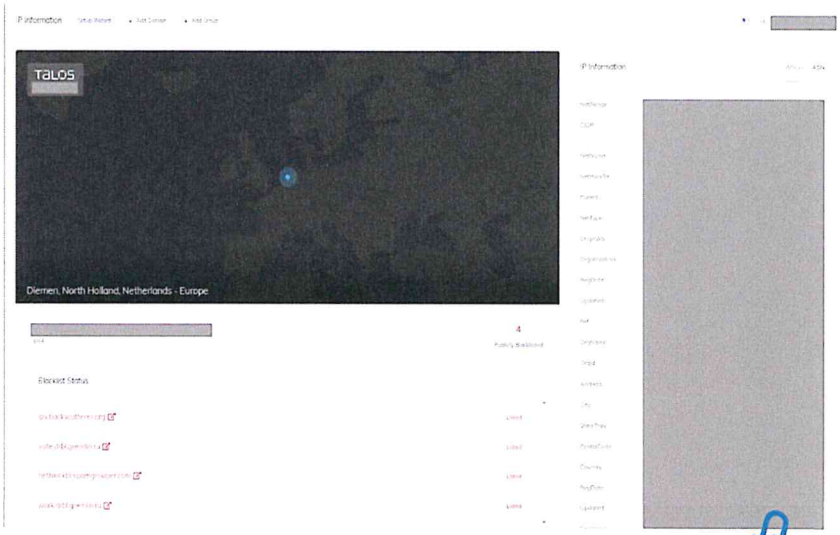
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POWERDMARC

Threat Intelligence

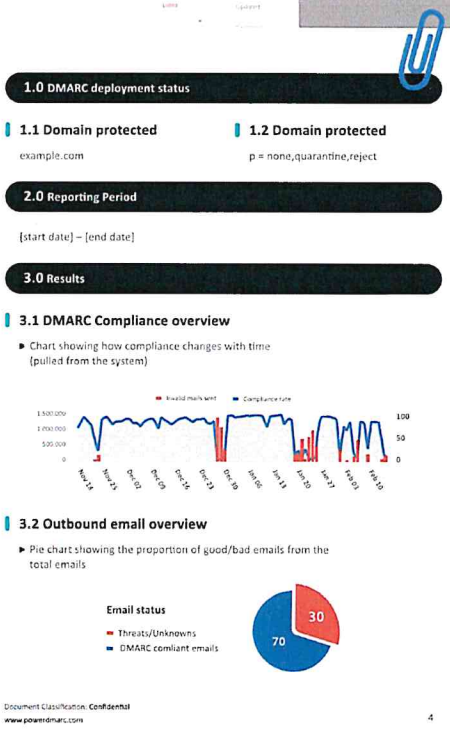
Get a holistic overview of IP addresses sending emails on your behalf along with:

- Number of global databases it has been blacklisted on
- Number of times it has been blacklisted locally
  All publicly available contact information
  One Click redirection to Cisco Talos
- Predictive Threat Intelligence Integrations



PDF reporting

- Generate executive reports that provide an overview of your DMARC implementation status
- Export those reports as PDF on demand or send them to pre specified email(s)
- Generate those on demand or schedule them to be sent daily, weekly, or monthly


1.0 DMARC deployment status

1.1 Domain protected
example.com

1.2 Domain protected
p = none,quarantine,reject

2.0 Reporting Period

[start date] – [end date]

3.0 Results

3.1 DMARC Compliance overview

- Chart showing how compliance changes with time (pulled from the system)

3.2 Outbound email overview

- Pie chart showing the proportion of good/bad emails from the total emails

Email status
Threats/Unknowns
DMARC compliant emails
30
70

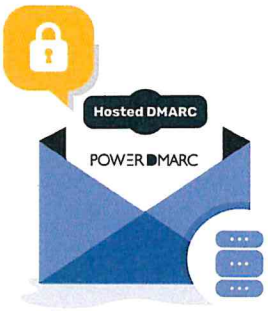
Document Classification: Confidential
www.powerdmarc.com
4

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POWERDMARC

Hosted DMARC

The hosted DMARC feature allows you to manage your DMARC record for your domain within the portal. It is a simple one-time configuration that initially starts by publishing the generated Hosted DMARC record onto your DNS. Furthermore, any required changes to the record can be done within the platform and will be directly altered on your DNS.



PowerSPF:

One click SPF record management with PowerSPF Hosted SPF services that overcomes the problem with SPF limit of 10 DNS Lookups, removes SPF errors, null lookups and voids and improves delivery rates. No need to worry about complex SPF strings anymore.



Hosted BIMI

PowerBIMI Hosted BIMI feature allows you to simply upload your brand logo that is in compliance with BIMI requirements and generate a BIMI record with one click.

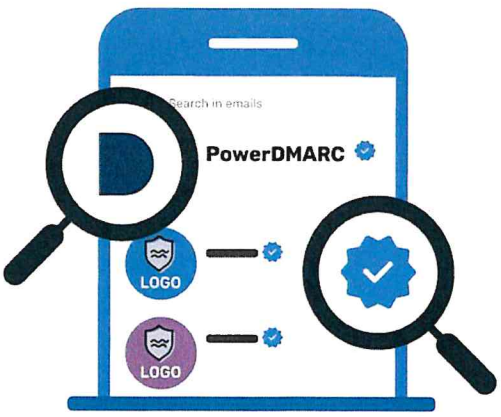
A simple secure approach to make your brand logo appear consistently on all emails you send from your domain.



Hosted BIMI and Verified Mark Certificate (VMC)

The combination of BIMI and VMC instills confidence and assurance in clients when responding to emails. With BIMI and VMC, a verified Bluetick mark will appear next to the sender's name in the email profile, enhancing credibility and establishing trust. PowerBIMI can help you host your svg logos and your BIMI records in the platform without having the hassle of managing the syntax.

PowerDMARC can facilitate on a need basis the VMC Certificate through our CA partners.



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POWERDMARC

Hosted MTA-STS

With our hosted MTA-STS service:

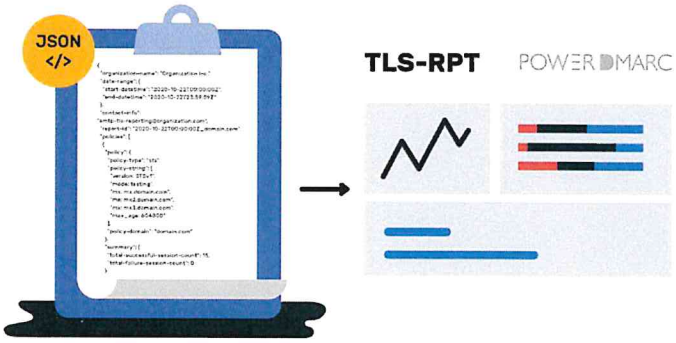
- Publish your CNAME records with just a few clicks.
- Leave the maintenance of your web server and hosting the certificates to us
- Make instant MTA-STS policy changes on the PowerDMARC dashboard, without having to manually make changes to the DNS
- Avoid the complications involved in setting up and managing MTA-STS



PowerDMARC's hosted MTA-STS services are RFC-compliant and support the latest TLS standards.

Hosted TLS-RPT

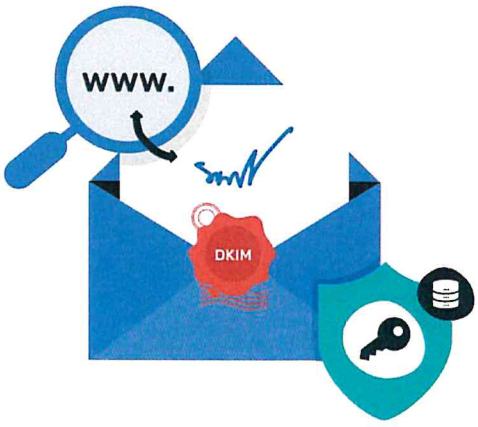
TLS Reports are generated in the form of JSON files that are extremely difficult to read and understand.



With PowerDMARC's hosted SMTP TLS Reports:

- Enjoy quick and easy implementation of TLS Reporting
- View parsed human-readable reports
- Gain more visibility with two different aggregate views
- Detect email deliverability issues faster

Hosted DKIM

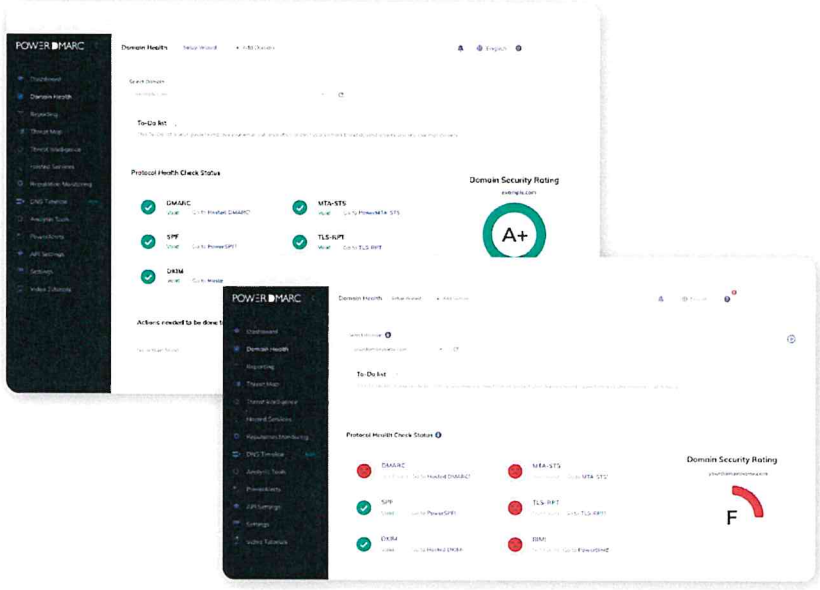


Hosted DKIM services can help you enhance the security and authenticity of emails. The main purpose of DKIM is to help prevent email spoofing, a common tactic used by attackers to impersonate someone else by sending emails from a forged email address.
By using a hosted DKIM service, email senders can associate a digital signature with their messages that

verifies that the email was indeed sent from the claimed sender and wasn't altered during transit using key sizes 1024, 2048 or 4096.
It provides a simple and effective way to implement and manage DKIM for a domain, without having to deal with the technical
complexities involved.

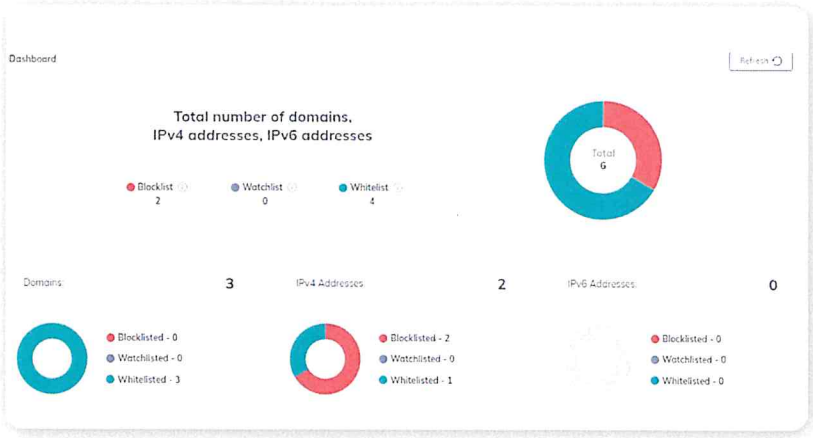
Domain Health Check

PowerDMARC Domain health check provides you a single view for all issues related to your domain and provides you simple steps to resolve all the issues to ensure you boost your domain security and deliverability rating:



Reputation Monitoring:

PowerDMARC's Reputation Monitoring feature helps domain owners track and monitor their domain names, emails, and IP addresses in real-time DNS Blocklists, also known as RBL (Real-time Blackhole List) or DNSBL (DNS Blocklist). These IP Blacklists maintain a list of malicious or spammy domains and IP addresses.



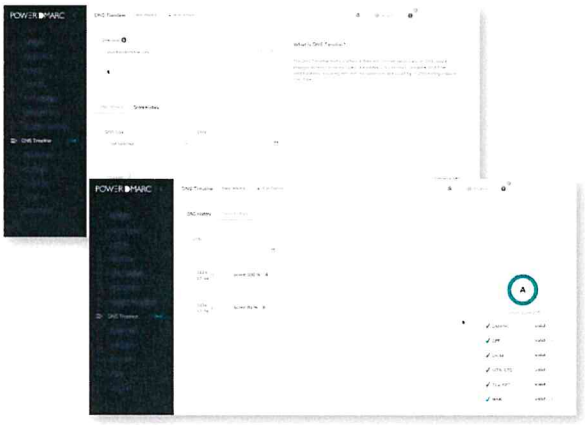
With Reputation monitoring:

- Monitor Domains, Emails, IPv4 and IPv6 Addresses in 200+ real-time DNS Blocklists
- Regularly view and track percentage of domains and IPs that are blocklisted, watchlisted or whitelisted
- Receive custom alerts on your email, slack, discord and other webhooks

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POWERDMARC

DNS Timeline & Security Score History:

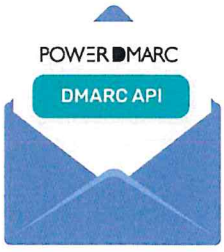


The DNS timeline feature allows you to monitor, compare, and analyze your DMARC, SPF, DKIM, and other DNS changes over time, while also reviewing improvements in your domain security score history:

- Track DNS changes over time
- Compare DNS changes across different periods
- Filter DNS changes for a more focused analysis
- Review and monitor domain security score improvements over time

API:

PowerDMARC API allows you to manage all aspects of your email authentication workflow from within your existing systems. Easily integrate with third-party tools and provide access to reports and analytics directly through the PowerDMARC platform.



With our API, you can:

- Easily integrate the PowerDMARC platform into your current workflow, no matter what tools you use or what industry you work in
- No need modify your existing infrastructure or codebase for using our services
- Save time and effort
- Enjoy API integration for all our managed email and domain security tools and solutions

Full API documentation is available on https://api.powerdmarc.com

PowerDMARC Security Features:

- Multi Factor Authentication
- Managed Trusted Devices
- Detailed Audit Logs
- Custom role based access management
- SSO/SAML/Oauth Support
- SCIM Support
- SIEM Integration Support
- DMARC Forensic PGP Encryption



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Indian River State College

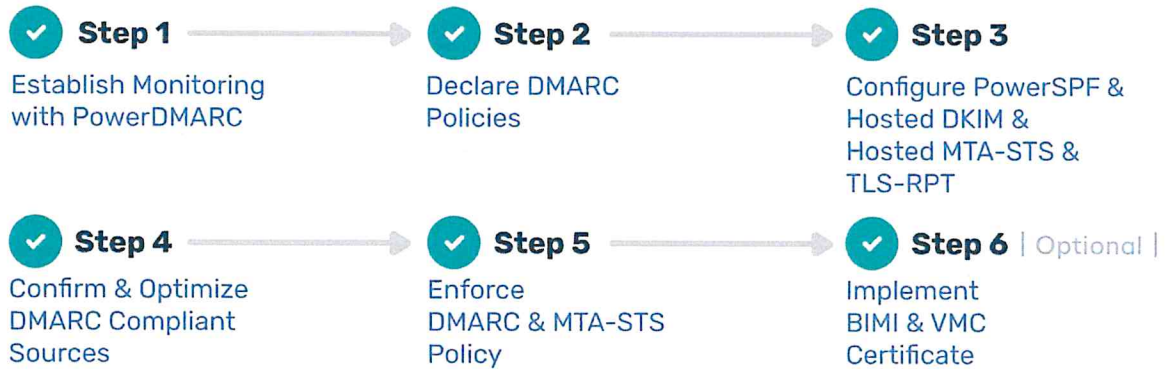
POWERDMARC

PowerDMARC Service benefits

- Gain round the clock visibility on all your email flow
- Leverage DMARC authentication to strengthen your domain & email security
- Prevent your domain from being spoofed and used to launch email phishing attacks
- Decrease fraudulent email delivery by over 99%
- Get access to comprehensive IP threat intelligence feeds supplied by our renowned technology partners
- Easily export your DMARC data in the form of easy to read PDF reports
- Get real time alerts when a spoofing attack is detected on any of your domains
- Protect your public facing domain and improve your brand reputation
- Improve Email Deliverability by ensuring mails land in Inbox
- Comply with Email Service Providers DMARC Compliance Requirements
- Overcome any SPF or DKIM limits using our Hosted Services

Service Implementation Methodology

Optimizing all your email sources to send authenticated, DMARC compliant emails can be a very challenging task. Large enterprises often utilize numerous 3rd party email cloud services, forwarding services, mailing lists and potentially couple that with a hybrid on premises architecture. All of those add a layer of complexity to your email channel and can make it difficult to distinguish between fraudulent and legitimate emails.
With our world class DMARC implementation and managed services, our security specialists proactively manage your email sending sources and accelerate your journey towards DMARC compliance using our 4 step approach:



Steps 1 and 2: Establish monitoring by publishing a DMARC record with a policy of "none" to identify all sources sending email on behalf of your domain and subdomains.
Step 3: Configure PowerSPF, Hosted DKIM , Hosted MTA-STS & TLS RPT

Step 4: After identifying all sending sources, configure them to send SPF and DKIM compliant emails.Secure your email channels by confirming that your legitimate sources are sending DMARC compliant emails on behalf of your domains.

Step 5: Safely upgrade your DMARC policy to p=quarantine or reject to prevent your email domain from being spoofed without risking any deliverability issues. Upgrade MTA-STS policy to enforce

Step 6 (Optional): Establish BIMI and Upload VMC certificate

Implementation Scope:

- Initial setup and validation of the following DNS records for each domain
  - DMARC
  - SPF
  - DKIM
  - BIMI
  - MTA-STS
  - TLS-RPT

- SPF record optimization
  - Error fixing
  - Removing unnecessary lookups
  - Removing recursive lookups and SPF loops
  - Optimizing the number of lookups using PowerSPF

- One time alignment and configuration of the identified legitimate 3rd party email sending sources
  - Identifying and confirming legitimate email sending sources
  - Configuring and aligning SPF and DKIM for the confirmed legitimate sending sources
  - Ensuring DMARC compliance of all emails originating from legitimate sending sources
  - Identifying illegitimate and unauthorized email sending sources

- DMARC enforcement
  - Moving the domain's DMARC policy from p=none to p=reject
  - Publishing, hosting and fully managing a BIMI logo for each DMARC enforced domain via PowerBIMI
- BIMI
  - Upload the SVG logo and ensure its in compliance with BIMI requirements

- Coordinate with client and support for obtaining if needed on client demand the VMC certificate from CA to get the BIMI blue tick mark
- MTA-STS and TLS-RPT implementation
  - Generating and publishing an MTA-STS policy file for each domain on **testing** mode via PowerMTA-STS
  - Investigating, troubleshooting TLS encryption and inbound deliverability issues observed for emails addressed to each domain
  - Recommending actions to resolve the observed TLS encryption and inbound deliverability issues observed
  - Enforcing TLS-encryption of inbound emails by updating MTA-STS mode from **testing** to **enforce**
- Support Mode: Email for Implementation & Remote Sessions

Estimated Timelines

Stage	Description	Estimated Duration
1	Publishing SPF and DMARC records for all domains	1 week
2	Analyzing the domain's outbound traffic, aligning SPF/DKIM and optimizing the mail flow	2 weeks
3	Monitoring the results and upgrading the policy to p=quarantine	2 weeks
4	Further monitoring and analysis and upgrading the policy to p=reject with BIMI logo publishing	1-2 weeks
5	Publishing MTA-STS, TLS-RPT records for all domains on a Testing Mode	1 week
6	Monitoring and optimizing incoming mail traffic and upgrading to an MTA-STS enforce mode	1-2 weeks
7	Continuous monitoring to identify new sending sources and abuse patterns	On Going

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Indian River State College

POWERDMARC

Support Services Scope:

- Email support
- Live Calls with Screen sharing
- Dedicated Account manager
- DMARC deployment specialist
- MTA-STS & TLS RPT Deployment
- Hosted DKIM Deployment
- PowerSPF Deployment
- Customer onboarding with DMARC training
- Implementation plan: Plan outlining how customer's domain will be moved from p=none to p=reject with estimated timelines
- DNS briefing
- Identification of legitimate email sending sources
- Identification of malicious sending sources and spoofing incidents
- Recommendations on actions that need to be taken
- Troubleshooting delivery errors
- SPF/DKIM/DMARC/MTA-STS/TLS-RPT for each domain
- DNS record creation and validation
- SPF record optimization: error fixing, removing unnecessary lookups, removing any loops
- One time aligning and configuring 3rd party sources to send SPF/DKIM verified and DMARC compliant emails
- Identifying and configuring legitimate email sending sources
- Identifying illegitimate and unauthorized email sending sources
- Moving the domain from p=none to p=reject
- BIMI Implementation and assistance in VMC Certification obtaining via authorized Certificate Authority
- Support by Email for Implementation and optimization of records

Client Proposal
Indian River State College

POWERDMARC

PowerDMARC Enterprise License Value proposition

Terms	
Number of platform Users	Unlimited
Data History	1 Year
Domains & Subdomains	
Number of Active domains	Custom Quantity of Domains as per quote
Number of In-Active domains	Unlimited
Number of Auto Detected Subdomains (not manually added to platform)	Unlimited
Domains Groups	Unlimited
Features	
Hosted DMARC	✔
Hosted SPF (overcome 10 lookup limit)	✔
Hosted DKIM	✔
Hosted BIMI	✔
Hosted MTA-STS	✔
TLS Reporting	✔
Email Sender Identification	✔
IP/Domain Reputation Monitoring	✔
DMARC Aggregate RUA reporting	✔
DMARC Forensics/Failure RUF reporting	✔
DMARC Forensics Encryption	✔
DMARC Aggregate Geo Maps	✔
DMARC RUA Reports Filtering	✔
Threat Map	✔
One Click Auto DNS Record Publishing	✔
DNS Timeline	✔
Basic PDF reports (daily/weekly/monthly)	✔
Advanced PDF reports (daily/weekly/monthly)	✔
CSV Export for DMARC RUA/RUF Reports	✔
Download & Upload Raw RUA XML	✔
DMARC RUF PGP Encryption	✔
Alerts (Emails & Webhooks)	✔
Real Time DMARC RUF Alerts	✔
Threat Intelligence	✔
Power Toolbox	✔
Mail Auth Analyzer	✔
Domain Health Status	✔
Report Abusive IPs	✔
API	✔
Multi Factor Authentication	✔
Managed Trusted Devices	✔
Detailed Audit Logs	✔
Google & Microsoft Oauth Authentication	✔
Single Sign On (SAML/SSO)	✔
SCIM Support	✔

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Custom Users Access Role Rights	✔
Bulk Domain Add	✔
Manage Domain Grouping	✔
Email Support	✔
Video Tutorials	✔
Managed Services	Optional Add-on
Phone Support	Optional Add-on
Live Screen Sharing Support	Optional Add-on
SLA Protection	✔ 99.995%
Custom Contracts	✔ing.
SOC 2 Type 2 / ISO27001	✔
GDPR Compliance	✔
Custom Data Protection Agreement	✔

Client Proposal
Indian River State College

POWERDMARC

Commercial Offer

Option 1: PowerDMARC Enterprise License for 12 Months

Details	Service Fees
12 Months PowerDMARC Enterprise License only for **1 Active Domain** with up to **800,000 Monthly** DMARC compliant Mail Volume, Unlimited automatically detected subdomains, 1 Year Data Retention	**USD 4000**
Implementation, Managed Services and Support	**(Added Value)**
Special Educational Institution Discount Offer	**(USD 1000)**
Total Payment for 1 Year	**USD 3000**

Option 2: PowerDMARC Enterprise License for 36 Months

Details	Service Fees
36 Months PowerDMARC Enterprise License only for **1 Active Domain** with up to **800,000 Monthly** DMARC compliant Mail Volume, Unlimited automatically detected subdomains, 1 Year Data Retention	**USD 12000**
Implementation, Managed Services and Support	**(Added Value)**
Special Educational Institution Discount Offer	**(USD 3000)**
Additional Multi-Year 20% Discount	**(USD 1800)**
Total Payment for 3 Years	**USD 7200**

- Offer valid till 30th September, 2026.
- **Multi-Year Discount** Offer Valid on Upfront Payment Only
- Fees excluding any kind of taxes, fees, bank charges, or any charges.
- Payment on service activation via bank transfer or ACH.
- Credit Card Payments incur 5% fee.
- PO and payment to be our legal name **MENAINFOSEC,INC.**
- No Physical checks are accepted.

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Indian River State College

POWERDMARC

Client Offer Acceptance

Option Selected: Option 1 - PowerDMARC Enterprise License for 12 months

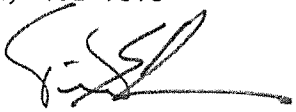
Organization Name: Indian River State College

Name: Timothy E. Moore, Ph.D.

Designation: President

Email: timmoore@irsc.edu or Point of Contact: TaTanisha Baker tbaker2@irsc.edu

Phone: (772) 462-7375

Signature: 

Date: 9/24/26

Finance and Billing Contact Name and Email:

AGENDA ITEM NO. 13l

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Property Surplus and Inventory Write-off

REGULAR AGENDA OR COMMITTEE: Regular Agenda – Consent

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

SUMMARY:
A portion of the equipment utilized by the College has reached the end of its useful life or has otherwise become unusable. Attached, please find a list of property items that have exhausted their utility and should be removed from property inventory.

The property values on the list reflect original purchase price and do not represent today's market value. Board approval is requested to surplus #305,171.79 from the College property inventory.

ALTERNATIVE(S): N/A

FISCAL IMPACT: No fiscal impact; all items to be written off have been fully depreciated.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Edith Pacacha DATE: 10/8/26

BOARD ACTION: DATE: 10/27/26

Depreciable Asset Status Report for October 2026

Asset	Description	Serial #	Received	Reason	Total Cost	Net	Depreciation	epreciation Clas	Administrator	Last Location
31334	CAMERA - JVC KY-195T STUDIO	13950621	5/5/1995	Obsolete	$ 8,750.00	-	$ 8,750.00	05 Class Life	Jason Hazelief	Massey V-334
37301	TOYOTA LIFT TRUCK	1841032	7/1/1985	Obsolete	$ 9,166.00	-	$ 9,166.00	07 Class Life	Antonio Quinn	Massey X Building
37469	JOHN DEERE LAWNMOWER	5024890	10/1/1989	Obsolete	$ 6,541.12	-	$ 6,541.12	07 Class Life	Antonio Quinn	Massey X Building
42941	MAC PRO COMPUTER W/STUDIO KEYBOARD	H001427B20	4/20/2010	Obsolete	$ 5,375.95	-	$ 5,375.95	07 Class Life	Jason Hazelief	Chastain C-209
43095	PERSONNEL LIFT - ALUMINUM	5005	4/8/1992	Obsolete	$ 7,482.00	-	$ 7,482.00	07 Class Life	Antonio Quinn	Massey W-119
46866	TORO REELMASTER MOWER	310000114	6/8/2010	Obsolete	$ 36,139.30	-	$ 36,139.30	05 Class Life	Antonio Quinn	Massey X Building
46877	TORO INFIELD PRO-GROOMER (MOWER)	08073-3100	6/8/2010	Obsolete	$ 16,483.84	-	$ 16,483.84	05 Class Life	Antonio Quinn	Massey X Building
46886	MIDDLE ATLANTIC EQUIPMENT RACK		9/3/2010	Obsolete	$ 8,271.23	-	$ 8,271.23	05 Class Life	Jason Hazelief	Massey S-227
46940	KYOCERA TASKALFA 4201 COPIER	0wg0403637	7/28/2010	Obsolete	$ 6,414.00	-	$ 6,414.00	07 Class Life	Jason Hazelief	Massey ES-132
46946	DELL PRECISION T7500 COMPUTER WORKSTATION	DHC2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46947	DELL PRECISION T7500 COMPUTER WORKSTATION	DHB2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46950	DELL PRECISION T7500 COMPUTER WORKSTATION	DHD2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46951	DELL PRECISION T7500 COMPUTER WORKSTATION	DHD0NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46952	DELL PRECISION T7500 COMPUTER WORKSTATION	DHF2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46953	DELL PRECISION T7500 COMPUTER WORKSTATION	DHG0NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46955	DELL PRECISION T7500 COMPUTER WORKSTATION	DHF1NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46957	DELL PRECISION T7500 COMPUTER WORKSTATION	DHJ2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46958	DELL PRECISION T7500 COMPUTER WORKSTATION	DHL0NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46959	DELL PRECISION T7500 COMPUTER WORKSTATION	DHK2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46961	DELL PRECISION T7500 COMPUTER WORKSTATION	DHK1NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46962	DELL PRECISION T7500 COMPUTER WORKSTATION	DHH0NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46963	DELL PRECISION T7500 COMPUTER WORKSTATION	DHH2NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46965	DELL PRECISION T7500 COMPUTER WORKSTATION	DHK0NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
46967	DELL PRECISION T7500 COMPUTER WORKSTATION	DHH1NM1	9/17/2010	Obsolete	$ 5,022.17	-	$ 5,022.17	03 Class Life	Jason Hazelief	Massey V-213
47007	PANASONIC AG-HPX370 PSHD CAMCORDER	HOTEA0059	11/8/2010	Obsolete	$ 9,034.57	-	$ 9,034.57	05 Class Life	Jason Hazelief	Massey V-332
47058	SMART 52" INTERACTIVE LCD PANEL	SB1DB-R1-C	5/10/2011	Obsolete	$ 5,949.00	-	$ 5,949.00	05 Class Life	Jason Hazelief	Massey N-222
47271	KUBOTA 4WD TRACTOR	86104/RV3	5/23/2011	Obsolete	$ 36,784.71	-	$ 36,784.71	07 Class Life	Antonio Quinn	Massey X-100
47767	MCEP REALPLEX 4S SYSTEM W/LAPTOP	A247986Q	1/10/2012	Obsolete	$ 30,921.35	-	$ 30,921.35	05 Class Life	Anthony Dribben	Massey FSU-213
48978	BARCO CLICK SHARE	9714007339	10/15/2013	Obsolete	$ 5,994.67	-	$ 5,994.67	05 Class Life	Jason Hazelief	Massey V-111
48997	VIDEO PROJECTOR		7/30/2013	Obsolete	$ 7,900.00	-	$ 7,900.00	05 Class Life	Anthony Dribben	Massey N-101
49423	VERISIMO EXPRESSO MACHINE	1434-442835	12/18/2014	Obsolete	$ 9,942.00	-	$ 9,942.00	05 Class Life	Peter Lee	Massey V-112
50135	Epson V11H699920 LCD Projector with Short Throw Lens		7/1/2015	Obsolete	$ 5,737.00	-	$ 5,737.00	05 Class Life	Jason Hazelief	Massey V-100
51185	Refridgerator-FBG49RPGA		5/3/2019	Obsolete	$ 6,027.75	-	$ 6,027.75	05 Class Life	Anthony Dribben	Massey FSU-211
51759	Discover Drones Classroom Pack PCS-DISC-1001		9/16/2020	Obsolete	$ 6,924.75	-	$ 6,924.75	03 Class Life	Rashonda Beasley	Massey E-102
				Total =	**$ 305,171.79**	-	**$ 305,171.79**			

AGENDA ITEM NO. 13m-13r

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: 10/7/26
BOARD ACTION:		DATE: 10/27/26

October

Full-Time Appointments:
Susanna Adams (Student Accessibility Services Coordinator, Student Accessibility Services)
Anthony Cusano (Receiving Clerk, Procurement)
Holly Forde (Academic Coordinator, Educational Talent Search)
Philip Galdys (Business Analyst, Small Business Development Center)
Robert Gonzalez (Associate Dean of Public Services, Public Service Education)
Rachel Huriavi (Web Developer, Marketing Communications)
Jean Hyppolite (Systems Engineer I, Computing Support Services)
Diane Milia (Legal Operations Manager, Executive Staff)
Christopher Peterson (Academic Coordinator, Upward Bound – Indian River County)
Joshua Pinnock (Registration Assistant, Registration – Mueller Campus)
Janis Spanier (Assistant Professor I, School of Nursing)

Retirements:
Roseann Maresca (Professor, School of Nursing)

Separation of Service:
Lucinda Lopez Cortes (Program Specialist, Adult Secondary Education)
Karen Gagliano (Assistant Professor I, School of Nursing)
Roderick Glover (Director Emergency Management and Specialized Training Programs, Research and Institutional Effectiveness)
Dylan Herring (Campus Safety Officer – Armed, Campus Safety)
Tammy Johnson (Career Pathways Facilitator, Adult Secondary Education)
Gianinna Mitchell (Career Pathways Facilitator, Adult Secondary Education)
Zujey Perez (Administrative Assistant II, Executive Staff)
Paola Reitz (Career Pathways Facilitator, Adult Secondary Education)
Yvonne Soto (Adult Education Instructional Coordinator, Adult Secondary Education)
Edzel St. Louis (Teacher, Indiantown High School)
Leonard Williams (Associate Vice President of Advising and Career Services, Student Success)
Micheona Williams (Accounts Payable Specialist, Accounts Payable)

Regular Part-Time Appointments:
Mowarna Bernadin (Records Specialist, Student Records)
Azariah Lewis (Cashier, Cashiers)

Part-Time Temporary Non-Instructional Appointments:
Carlos Abreu (Federal Work Study, Office of Student Life)
Makailah Aristide (Federal Work Study, Office of Student Life)
Lillian Ledlow Bailey (Federal Work Study, Office of Student Life)
Destiny Bayron (Federal Work Study, Residence Life)
Aldjenny Brutus (Federal Work Study, Talent Acquisition)
Kali Buquoi (Federal Work Study, Project Students Transitioning to Academics and Gainful Employment)
Lois Pena Burgos (Federal Work Study, Office of Student Life)
Angelica Chaparro (Testing Assistant, Assessment Services)
Adela Crindland (Federal Work Study, Recruitment and Admissions)
Madyson Felix (Federal Work Study, Student Success Center)
Lamaria Frazier (Federal Work Study, Student Success Center)
Mirlande Jones (Federal Work Study, Student Success Center)
Kelly Martinez (Federal Work Study, Foundation Development)
Angie Mena (Chair Assistant, Public Service Education)
Marie Michel (Federal Work Study, Office of Student Life)

Aiden Perkins (Federal Work Study, Recruitment and Admissions)
Emma Rooney (Lifeguard/Instructor, Aquatics)
Allison Runnels (Federal Work Study, Career Services)
Anna Samuels (Federal Work Study, Registration Assistant – Chastain Campus)
Arias Schock (Federal Work Study, Financial Aid Frontline)
Jacob Smith (Program Assistant, Project Students Transitioning to Academics and Gainful Employment)

Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory):
Justin Seigler (Criminal Justice)
Tiffany Welsh (Criminal Justice)