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

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: 2026-27 Budget Amendment No. 1 – Fund 1, Current Fund-Unrestricted

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
To bring the estimated fund balance to actual and use available fund balance to support roll-forward purchase orders $4.3M, previously approved ERP contracts $2.3M, compensation adjustments $121k, a PECO Escrow Reserve transfer $370k, and the Microsoft contract $116k. The amendment also increases revenue for Dual Enrollment and Foundation health insurance contributions, offset by a reduction in student fee revenue, resulting in a net revenue increase of $611k. In addition, revenue and expense budgets are increased by $4k to account for the sale of surplus property. Lastly, the budget also reflects the FCSRMC benefit plan reimbursement from the consortium, offset by increases for bad debt of $500k, health benefits of $280k, ERP-related expenses of $333k, unemployment compensation of $20k, and collection recovery activities of $100k, resulting in an ending fund balance of 8.34%.

ALTERNATIVE(S): N/A

FISCAL IMPACT: Increase in Unrestricted Fund 1 ending fund balance totaling $657.8k.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Victoria Ortiz-Lucas DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

October 27, 2026

BUDGET AMENDMENT REQUEST
INDIAN RIVER STATE COLLEGE

Amendment Number #1 **Fiscal Year 2026-27**

The Board of Trustees of Indian River State College hereby approves the amendments to the college budget for the fiscal year as follows:

Fund Name Current Fund-Unrestricted **Number** One

	Present Budget	Increase	Decrease	Amended Budget
Beginning Fund Balance	**$ 22,200,000**	**$ 5,181,602**	**$ 0**	**$ 27,381,602**
Unallocated	17,200,000	3,271,126	0	20,471,126
Board Designated	5,000,000	1,910,476	0	6,910,476
Revenues (Detail Attached)	**98,570,730**	**611,401**	**0**	**99,182,131**
Total to be Accounted for	**$ 120,770,730**	**$ 5,793,003**	**$ 0**	**$ 126,563,733**
Salaries (Detail Attached)	**$ 84,491,830**	**$ 0**	**$ 2,897,471**	**$ 81,594,359**
Current Expenses (Detail Attached)	**20,339,038**	**3,367,863**	**0**	**23,706,901**
Capital Outlay (Detail Attached)	**6,036,094**	**4,664,794**	**0**	**10,700,888**
Ending Fund Balance	**9,903,768**	**657,817**	**0**	**10,561,585**
Total to be Accounted for	**$ 120,770,730**	**$ 8,690,474**	**$ 2,897,471**	**$ 126,563,733**

Justification: **To adjust estimated fund balance to actuals, increase revenue, expenses and ending fund balance for operational needs.**

Certified: _____ **Date:** **October 27, 2026**

President

INDIAN RIVER STATE COLLEGE
BUDGET AMENDMENT WORKSHEET
CURRENT FUND - UNRESTRICTED
FUND NUMBER ONE

	Present Budget	Increase	Decrease	Revised Budget
REVENUES				
Student Fees	$ 29,631,820	$ 0	$ 11,705	$ 29,620,115
Local Support	3,734	0	0	3,734
State Support	66,034,415	0	0	66,034,415
Federal Support	308,561	0	0	308,561
Private Grants & Contracts	0	619,000	0	619,000
Sales and Services	251,000	0	0	251,000
Other Revenue	2,285,000	4,106	0	2,289,106
Transfers In	56,200	0	0	56,200
Total Revenue	$ 98,570,730	$ 623,106	$ 11,705	$ 99,182,131
EXPENDITURES				
Personnel Costs:				
Salaries	$ 52,709,791	$ 92,150	$ 0	$ 52,801,941
Other Personnel Services	5,811,711	0	49,113	5,762,598
Benefits and Other Costs	25,970,328	0	2,940,508	23,029,820
Total Personnel Costs	$ 84,491,830	$ 92,150	$ 2,989,621	$ 81,594,359
Current Expenses:				
Services	$ 14,645,950	$ 1,029,964	$ 0	$ 15,675,914
Materials and Supplies	3,872,662	1,432,413	0	5,305,075
Other Current Charges	828,300	535,486	0	1,363,786
Transfers Out	992,126	370,000	0	1,362,126
Total Current Expense	$ 20,339,038	$ 3,367,863	$ 0	$ 23,706,901
Capital Outlay	$ 6,036,094	$ 4,664,794	$ 0	$ 10,700,888

TRANSFER IN AND OUT INFORMATION

TRANSFERS IN		
Promotion/Public Relations	56,200	From Auxiliary Fund Number Three
Total Transfers In	$ 56,200	
TRANSFERS OUT		
Grant Matching	200,000	To Restricted Current Fund Number Two
Escrow Reserve for Unexpended Plant	370,000	To Unexpended Plant Fund Number Seven
Honeywell Energy and Performance Savings Program	792,126	To Retirement of Indebtedness Fund Number Eight
Total Transfers Out	$ 1,362,126	

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: 2026-27 Budget Amendment No. 2 – Fund 7, Unexpended Plant

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Bring LOCAL, CO&DS, and PECO fund balances to actual and utilize funds to cover insurance claims ($96k), an Audio Visual roll-forward purchase order ($11k), the Clark project ($250k), and the IHS LCIR project ($140k). These changes were offset by adjustments to the fund balance, resulting in a $2.7M increase in the ending fund balance.

ALTERNATIVE(S): N/A

FISCAL IMPACT: Increase to Fund 7 Unexpended Plant ending fund balance totaling $2.7M.

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Victoria Ortiz-Lucas DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

October 27, 2026

BUDGET AMENDMENT REQUEST
INDIAN RIVER STATE COLLEGE

Amendment Number #2 **Fiscal Year** 2026/2027

The Board of Trustees of Indian River State College hereby approves the amendments to the college budget for the fiscal year as follows:

Fund Name Unexpended Plant **Number** Seven

	Present Budget	Increase	Decrease	Amended Budget
Beginning Fund Balance	$ 22,101,749	$ 328,816	$ 0	$ 22,430,565
Revenues	4,117,665	0	120,918	3,996,747
Total to be Accounted for	$ 26,219,414	$ 328,816	$ 120,918	$ 26,427,312
Expenses	$ 23,373,714	$ 0	$ 2,532,348	$ 20,841,366
Ending Fund Balance	2,845,700	2,740,246	0	5,585,946
Total Accounted for	$ 26,219,414	$ 2,740,246	$ 2,532,348	$ 26,427,312

Justification: To present estimated fund balance to acutals, adjust expense and ending fund balance due to operational meeds.

Certified: _____ **Date:** October 27, 2026

President

INDIAN RIVER STATE COLLEGE
ANALYSIS OF PLANT FUND
2026/2027 FISCAL YEAR

Recapitulation by Source - Unexpended Plant	Total Funds	Local Funds	License Tag Fees	PECO Funds
Beginning Balance, July 1, 2026	$ 22,430,565	$ 7,386,887	$ 2,531,058	$ 12,512,620
Add: Revenues	3,996,747	3,386,747	300,000	310,000
Deduct: Expenditures	20,841,366	7,822,567	400,000	12,618,799
Ending Balance, June 30, 2027	$ 5,585,946	$ 2,951,067	$ 2,431,058	$ 203,821

Expenditures by Project	Total Funds	Local Funds	License Tag Fees	PECO Funds
Audio Visual, Enterprise Software & PC Plan	3,545,009	3,545,009	-	-
Brackett Joint Use Library - Mueller	128,446	128,446	-	-
Campus Enhancement Projects	214,137	214,137	-	-
Campus Security Enhancement	519,001	519,001		
Capital Improvement Fees	-	-	-	-
Clark Advanced Learning Center	1,362,727	818,564	-	544,163
Correct Life Safety Deficiencies	400,000	-	400,000	-
Deferred Building Maintenance	2,033,341	-	-	2,033,341
Emerging Technologies	-	-	-	-
Facility Renewal	-	-	-	-
Green Revolving Fund	816,040	816,040	-	-
Honeywell Energy and Performance Savings Program	-	-	-	-
Emergency/Disaster Reserve	396,130	396,130	-	-
Indiantown Workforce Charter High School	491,733	260,878	-	230,855
Insurance Claim Management	96,431	96,431	-	-
Land Acquisitions	548,437	548,437	-	-
Maintenance, Repairs and Renovations	303,233	303,233	-	-
McAlpin Fine Arts Center Remodeling and Renovations	-	-	-	-
Nursing Program Expansion FY24	894,319	-	-	894,319
Pruitt Veterans Center	6,912	6,912	-	-
Replace Fac No, 8 Industrial Tech	192,661	135,301	-	57,360
Ren. Facility No. 34	8,858,761	-	-	8,858,761
Science Ctr Remodeling and Renovations	25,704	25,704	-	-
Science, Technology, Engineering, Mathematics	8,345	8,345	-	-
Sum Of Digits Renovation/Rep	-	-	-	-
Total Expenditures	$ 20,841,366	$ 7,822,567	$ 400,000	$ 12,618,799

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: Second Amendment to Global Master Services Agreement between ADP, Inc. and Indian River State College

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Board approval is requested for the Second Amendment to Global Master Services Agreement between ADP, Inc. and Indian River State College which terminates ADP Wage Garnishment Payment Services from the Global Master Services Agreement and replaces that service with ADP Wage Garnishment Services at no additional charge and in accordance with the Agreement and Pricing and Financial Terms.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

SECOND AMENDMENT

TO

GLOBAL MASTER SERVICES AGREEMENT

BETWEEN

ADP, INC.

AND

INDIAN RIVER STATE COLLEGE

This Second Amendment (the "**Second Amendment**"), made as of ("**Second Amendment Effective Date**") between ADP, Inc. ("**ADP**") and Indian River State College ("**Client**") contains changes, modifications, revisions and additions to the terms and conditions of the Global Master Services Agreement dated January 5, 2026, as amended (the "**Agreement**"), between ADP and Client.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

1. **Termination of ADP Wage Garnishment Payment Services**. As of the Second Amendment Effective Date, the ADP Wage Garnishment Payment Services (the "**Terminated Services**") are hereby terminated.

2. **ADP Wage Garnishment Services**. As of the Second Amendment Effective Date, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, ADP Wage Garnishment Services, at no additional charge and in accordance with the Agreement and the Pricing and Financial Terms appendix attached thereto.

3. **GMTC, Section 1.1**. As of the Second Amendment Effective Date, Section 1.1 of the Global Master Terms and Conditions ("**GMTC**") is hereby amended by adding the following to the end of such section:

1.1.2.6. ADP Wage Garnishment Services. Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

4. **GMTC, Section 12.4**. As of the Second Amendment Effective Date, Section 12.4 of the GMTC is hereby amended by adding the following to the end of such section:

12.4.5. Additional Suspension Provisions for ADP Wage Garnishment Services. If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishments Services due to changes in applicable law or application of existing law, ADP may, upon notice to Client suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. Upon suspension, Client will (i) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

5. **GMTC, Section 14**. As of the Second Amendment Effective Date, Section 14 of the GMTC is hereby amended by adding the following to the end of such section:

14.13. ADP Wage Garnishment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Services:

14.13.1. Description of Services; Authorization.

14.13.1.1. ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.13.1.2. Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "**Agencies**"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

14.13.1.3. Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

14.13.2. Court Filed Notifications. To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a "**Court Filed Notification**") as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

14.13.3. Exceptions as a Service (EaaS) Feature. ADP may, in its discretion, offer to review and respond to letters, motions, hearing notices and other documents received by ADP from garnishment agencies, judgement creditors, plaintiffs and courts pertaining to Client's compliance with its wage garnishment orders ("**Exception Documents**") which would have generally been returned to Client to manage (such as documents related to garnishment orders issued prior to Client receiving the ADP Wage Garnishment Services). In providing EaaS, ADP will apply best practices and attempt to resolve Exception Documents, including, but not limited to, providing a missing copy of a garnishee answer or taking other administrative actions. Exception Documents that require legal representation or analysis (e.g. responding to Requests for Production or Requests for Admission) will be returned to Client to handle.

14.13.3. Flash Signatures. ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary

signature functionality ("**Flash Signatures**") as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

14.13.4. Accuracy and Timeliness of Data. Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, and (ii) if Client does not receive ADP hosted payroll services, the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment Services.

14.13.5. Electronic Income Withholding Orders Program. To the extent Agencies and/or jurisdictions offer electronic income withholding orders programs ("**e-IWO Programs**"), Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from such Agencies and jurisdictions. Client understands there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For Agencies or jurisdictions that do not offer e-IWO Programs, Client agrees to continue to forward to ADP all income-withholding orders/notices or related documentation Client receives. Client agrees to provide written notice to ADP at least 45 days in advance if it wishes to no longer participate in any e-IWO Programs. Client also agrees that ADP may, in its reasonable discretion, suspend or discontinue participation in the e-IWO Program at any time such as but not limited to when reasonably needed to protect the security, privacy or integrity of information and systems or if requested by an Agency.

6. General Provisions. This Second Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Second Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Agreement, this Second Amendment shall prevail. The terms defined in the Agreement and used in this Second Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Second Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by its authorized representatives as of the date below, to be effective as of the Second Amendment Effective Date.

ADP, Inc.		**Indian River State College**	
By:	_____	By:	_____
Name:	_____	Name:	Timothy E. Moore
Title:	_____	Title:	President
Date:	_____	Date:	17 Sept 2026

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: First Amendment to the ADP, Inc. Global Master Services Agreement and ADP Change Order #CO-09429

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Board approval is request is requested for the First Amendment to the ADP, Inc. Global Master Services Agreement and ADP Change Order #CO-09429:

a. First Amendment – ADP Benefits Administration Services ($15,000 implantation fee and $60,137.28 per year)
b. #CO-09429 This Change order is to add discounted 700 licenses for Hourly Timekeeping and 1,200 Accrual Licenses ($42,468 per year)

ALTERNATIVE(S): N/A

FOR CONTRACTS:
1. TERM: 5 Years
2. FISCAL IMPACT: $ 528,026 (First Amendment - $315,686 + #CO-09429 - $212,340)
3. TERMINATION TERMS: N/A

PRESIDENT'S RECOMMENDATION: Recommend Approval

SUBMITTED BY: Dr. Michael Hageloh	DATE: 6/9/26
BOARD ACTION: Approved	DATE: 6/23/26

FIRST AMENDMENT

TO

GLOBAL MASTER SERVICES AGREEMENT

BETWEEN

ADP, INC.

AND

INDIAN RIVER STATE COLLEGE

This First Amendment (the "**First Amendment**"), made as of June 25, 2026 ("**First Amendment Effective Date**") between ADP, Inc. ("**ADP**") and Indian River State College ("**Client**") contains changes, modifications, revisions and additions to the terms and conditions of the Global Master Services Agreement dated January 5, 2026 (the "**Agreement**"), between ADP and Client.

Now, therefore, in consideration of the mutual covenants contained in the Agreement and herein, and for other good and valuable consideration, ADP and Client hereby agree as follows:

1. ADP Benefits Administration Services. As of the First Amendment Effective Date, and in addition to the other Services provided by ADP under the Agreement, ADP will provide to Client, and Client will receive from ADP, ADP Benefits Administration Services (the "**Additional Services**") in accordance with the Pricing and Financial Terms (Benefits Administration Services) appendix attached hereto and incorporated herein by reference, and the Agreement. For the purposes of the Additional Services provided under this First Amendment, all references in the Agreement to "Appendix 1" or the "Pricing and Financial Terms" shall be deemed to refer to the Pricing and Financial Terms (Benefits Administration Services) appendix attached hereto.

2. GMTC, Section 1.1. As of the First Amendment Effective Date, Section 1.1 of the Global Master Terms and Conditions ("**GMTC**") is hereby amended by adding the following to the end of such section:

1.1.13. Benefit Services. Benefit-related services made up of the following:

1.1.13.1. ADP Benefits Administration Services Plus. Administration of employee benefits, including the following to the extent in scope: calculating eligibility, managing the annual enrollment process, facilitating online enrollment and changes, calculating payroll deductions and providing data to carriers.

3. GMTC, Section 1.2. As of the First Amendment Effective Date, Section 1.2 of the GMTC is hereby amended by adding the following to such section in the appropriate alphabetical order.

"**ERISA**" means Employee Retirement Income Security Act of 1974, as amended.

"**Implementation Services**" means the Services to be performed in order to commence ongoing Services.

"**Plan**" means Client's plan, including a group health plan, as identified by Client for the applicable Services.

"**Plan Administrator**" means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.

4. GMTC, Section 2. As of the First Amendment Effective Date, Section 2 of the GMTC is hereby amended by adding the following to the end of such section:

2.6. Third Party Services Available through or Integrated with the Services. At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either

through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

5. GMTC, Section 14. As of the First Amendment Effective Date, Section 14 of the GMTC is hereby amended by adding the following to the end of such section:

14.12. Benefit Services. The following additional terms and conditions apply to the Benefit Services:

14.12.1. Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services ("**Client Benefits Liaison**"), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

14.12.2. Compliance of Benefit Plans. Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

14.12.3. Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP FOR PROVIDING BENEFITS SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.12.4 Additional Third-Party Terms. During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.

14.12.5. Carrier Connections. ADP will, at Client's request, and for an additional charge as set forth on the Pricing and Financial Terms appendix, provide Client with the following Carrier Connections services:

14.12.5.1. ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.

14.12.5.2. ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

6. Promotional Fee Waiver. As an incentive to encourage Client to execute this First Amendment with ADP for the Services described herein, ADP is offering a one-time signing credit by waiving the first two (2) months of ongoing processing fees for the Services that would be otherwise payable under the Agreement and this First Amendment (the "Applicable Services") subject to the following conditions: (i) Client must execute this First Amendment no later than June 25, 2026, and (ii) Client must have received and paid the ongoing processing fees for the Services through the end of the Initial Term of the Agreement. If either or both of these conditions are not met, then on demand Client shall pay to ADP the amount of the first two (2) months of ongoing processing fees for the Applicable Services. Excludes W2s, Clocks and Devices, Delivery and Wire Fees and Implementation Fee Milestone Payments. This promotional offer expires June 25, 2026.

7. General Provisions. This First Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this First Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this First Amendment and the terms and conditions of the Agreement, this First Amendment shall prevail. The terms defined in the Agreement and used in this First Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this First Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by its authorized representatives as of the date below, to be effective as of the First Amendment Effective Date.

ADP, Inc.		**Indian River State College**	
By:		By:	
Name:	Tara Albritton	Name:	Timothy E. Moore, Ph.D.
Title:	SVP, HCM Services	Title:	President
Date:	6/25/26	Date:	6/23/26

APPROVED AS TO FORM ADP LEGAL



Pricing and Financial Terms (Benefits Administration Services)

I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions). If Client's actual requirements, volumes, terms or number of countries vary from what is agreed, the parties shall negotiate in good faith to adjust the fees based on such changes.

One-time Fees	Quantity	Rate	Frequency	One-time Cost	Based On
ADP Lyric HCM Services & Benefits Administration Services					
Total				**$15,000.00**	
Domestic HCM-Only Employees with HR				$0.00	
ADP Benefits Administration Services				$15,000.00	
Personalized Decision Support				$0.00	
Total One-time Fees				**$15,000.00**	

Ongoing Service Fees	Units Assumed	Rate	Frequency	Based On
ADP Lyric HCM Services				
Additional Ongoing Services				
Domestic HCM-Only Employees with HR	140	$6.00	PEPM	Domestic Approved Countries: United States. Includes Employees with no Lyric HCM payroll profile.
ADP Benefits Administration Services*				
ADP Benefits Administration Services	1,146	$3.64	PBEPM	Monthly Minimum $4,000.00 Includes Personalized Decision Support
Premium Charge - Enhanced Support	1,146	$0.00	PBEPM	
Total Ongoing Service Fees				**$60,137.28**

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

II. Additional Services

The fees for certain additional services are listed in the table below. These fees will be charged at the applicable rates as they occur. Rates are subject to change.

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES				
HR Processing				
Full Service Wage Garnishments Service	Wage Garnishments Exception as a Service	$100.00	Per Document	If Client elects this service, ADP will respond to exception documents by reviewing it, researching the factual circumstances, resolving issues that don't require legal analysis, representation, and/or other legal support.
Change Control				
Change Control Services/Implementation	Standard Change Control Rate	$200.00	Per Hour	See IV Financial Terms section for details

III. Assumptions

The fees in this Appendix are based on the assumptions below, and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Based on
VOLUME ASSUMPTIONS			
Implementation Services			
Data Conversion	Initial Data Conversion		ADP will provide data conversion, loading and validation services to migrate all relevant data including but not limited to HR, payroll, and tax data from current system of record, including employee level balances and control totals for mid-year conversions. Client will consolidate all necessary data in an ADP-defined format and agrees to provide support for the data conversion effort and assist with the validation of data process. Client will be required to complete dual maintenance after initial conversion through Go Live.
	Historical Data Load	7 Years	From legacy HR for Active and Termed Employees. Data History for Associate Details, Worker Status, Compensation, Work Data(Position, job) and Paycheck Details.(Does not include documents).
	ADP Benefits Administration Services	Single File	Conversion of Current Employee Election, Dependent and Beneficiary Data from single file provided by Client in an ADP-defined format. No history will be converted.
Validation	Parallel Testing	2	Client will perform up to two full parallel tests, which assume end to end testing of employee populations, processes, and interfaces. Client will be responsible for data integrity and will perform data cleansing prior to each conversion with a final signoff prior to go live.
Reporting	Custom Reports	15	Implementation will create up to 15 custom reports. These are in addition to the 80+ standard reports. Client has ability to create additional reports.
Data Export / Interfaces ADP Benefits Administration Services	Benefit Carrier Files	10	Affordable Care Act (ACA) Output File ADP will provide Client with one (1) output file in standard ADP format for reporting of benefits data elements required for annual filing.
Ongoing Data Import ADP Benefits Administration Services	Census/Indicative Data Load	1	Demographic census data populated by HR System of Record
	Wellness Credits	Not Included	Standard ADP format; up to 3 benefit options from single data source
	Inbound Voluntary Benefits	Not Included	Standard ADP format; up to 3 benefit options from single data source
Ongoing Operational Services			

Category	Item Description	Units Included in Fees	Based on
Client Practitioners	Client Named Contacts	5	Includes up to 5 Client Named Contacts who may contact a Business Unit Support Team. Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day to day support
ADP Benefits Administration Services	Annual Plan Year Schedules	1	1 Benefit Plan Year Schedule (IE 1/1-12/31); Otherwise, Additional Annual Plan Year Schedules must be purchased.
Billing Assumptions			
Billing Activation	ADP Lyric HCM Services	PEPM	ADP will bill a separate fee for all non-terminated employees that have an HR profile. Any non-terminated employees outside the US will be billed as global system of record employees
	ADP Benefits Administration Services	PBEPM	Per benefit eligible per month is based on all non-terminated employees coded as Benefits Eligible. Billing shall commence effective on the first day of the month following the services being available for use.

IV. Financial Terms

A. **Initial Term**: The Initial Term will expire on the fifth anniversary of the Go-Live date.

B. **Client Group and Approved Countries**: The Client Group includes the following entities:

Client and its Affiliates (if any) in the country(ies) identified in Section I (Financial Detail), and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

C. **Implementation**: The following Fees are due and payable by Client as follows:

1) Implementation fees will be billed in three equal installments based upon completion of the following milestones: Project Kick-off meeting, milestones: Project Kick-off meeting, completion of the "design and build", and when ADP Lyric HCM is available for Client to use in a a production environment.

D. **Invoicing**:

1) Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client.

E. **Currency**: All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD .

F. **Taxes**: Client's tax exemption certificate is available upon ADP request, Client will not pay any tax,fee, assessment, or charge from which it is exempt.

G. **Early Termination Fee**: In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services in whole or in part for convenience:

1) If termination occurs prior to the Go-Live Date for the applicable Services, then with respect to such Services, Client will pay ADP for the Implementation Services performed prior to termination at ADP's Standard Change Control rate set forth in Section II (Additional Services) and reimburse ADP for any license fees and other costs incurred by ADP in connection with the Implementation Services.
2) If termination occurs after the Go-Live Date for the applicable Service, Client will pay ADP a one-time payment equal to 50% of A) number of months remaining in the Initial Term at the effective date of termination multiplied by B) average monthly fees payable for the Services being terminated. If monthly fees for Services have not been payable at the time of termination, the average monthly fees shall be equal to the estimated monthly fees that would have been payable under the Agreement.

H. **Postage, Shipping, Travel and other Out-of-Pocket Expenses**: ADP will invoice Client for postage charges, delivery charges, other third-party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.

I. **Fee Adjustments**:

1) The fees set forth in this Appendix will remain fixed for one year following the date of the first invoice issued for the ongoing Services provided in this Agreement During the remainder of the Initial Term, ADP will increase fees on an annual basis based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics plus 2% not to exceed 3%. After the Initial Term, upon 30 day's prior written notice ADP I will increase fees on annual basis for the first 2 renewal years not to exceed:

J. Change Control:

In the event either party requests a change in the scope of the Services (including Implementation Services) (each a "**Change Control Item**"), the parties shall address such change request via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

Indian River State College

Finance Committee Meeting Agenda Item No. 6

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: ADP Professional Services Statement of Work

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
We are seeking approval of ADP Professional Services which will be a replacement for the Banner Human Resources module including Payroll.

There is a one-time implementation cost of $478,840.

ADP One time Implementation fees	150,000
Professional Services	255,360
Travel and Expenses'	43,480
DocuFree loading ADP Document Cloud/LyricHCM	30,000
Total	478,840

There is an annual subscription fee based on number of employees. It will be $628,994 for the first year.

ALTERNATIVE(S): Delay Implementation

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Alessandra Thompson DATE: 10/8/25

BOARD ACTION: Approved DATE: 10/28/25

09/25/2025

Michael Hageloh
Executive VP for Strategic Initiatives
Indian River State College
3209 Virginia Ave
Fort Pierce, FL, 34981-5541

RE: LETTER OF INTENT

This Letter of Intent ("**LOI**") expresses the intent of Indian River State College ("**Client**") to (i) engage ADP, Inc. and its affiliated companies ("**ADP**") to provide it with services (the "**Services**"), as further described in the following pages of this LOI (the "**Pricing for ADP Services**"), and (ii) negotiate in good faith and execute a more definitive agreement with ADP (substantially in the form of ADP's applicable standard service agreement or amendment (the "**Definitive Agreement**") no later than 45 days after the date of this LOI (the **"Required Execution Date"**). Such good faith negotiations may include negotiation by the parties of the commercial terms within ADP's applicable standard service agreement or amendment.

This LOI provides ADP with authorization to assign specific resources and to perform necessary implementation services for certain Services prior to execution of the Definitive Agreement. If the Definitive Agreement is not executed by the parties by the Required Execution Date, then implementation services will be suspended until (1) the Definitive Agreement is executed and (2) both parties agree in writing to resume implementation activities. Client acknowledges that the Definitive Agreement must be executed prior to live processing of the Services.

Client agrees to pay ADP at the pricing set forth in the Pricing for ADP Services and in accordance with ADP's standard billing procedures for services rendered. Such pricing is conditional upon Client's execution of the Definitive Agreement.

This LOI may be terminated by either party upon 10 days' prior written notice to the other party. Notwithstanding anything to the contrary herein, in the event (i) either party terminates this LOI for any reason, or (ii) the parties are unable to reach good faith agreement with respect to the Definitive Agreement by the Required Execution Date, all fees and expenses for services provided prior to the date of termination shall become immediately due and payable within 30 days of an invoice for such fees and expenses. Such amounts shall be calculated by multiplying the actual hours incurred by ADP (prior to termination) by $200.00 per hour plus actual expenses incurred. ADP will not engage in any billable implementation activities without either (i) an executed Definitive Agreement or, (ii) the Client's prior written consent. If Client provides prior written consent for ADP to begin billable implementation activities, ADP will not provide more than 50 hours of billable implementation services prior to execution of the Definitive Agreement. The failure of the parties to enter into a Definitive Agreement for any reason is not a breach of contract and does not give rise to any claims between the parties. Any Definitive Agreement is subject to approval by The Indian River State College District Board of Trustees.

Please indicate your acceptance of this LOI by signing it below and returning one copy via email to Michael Lerner at Michael.Lerner@adp.com.

Sincerely,

ADP, INC.

By: Christopher M. Donnelly
Name: Christopher M. Donnelly
Title: Sr. Director, Deal Support Organization
Date: 09/25/2025

ACCEPTED AND AGREED TO:
Client: Indian River State College

By: _____
Name: Timothy E. Moore
Title: President
Date: 25 Sept 2025

Pricing for ADP Services

- Scope
- Pricing
- Assumptions

Financial Summary

ADP is pleased to offer Indian River State College the following pricing for the Services set forth herein:

Term: 5 years

This estimated pricing is valid for 90 days from the date of this LOI. The pricing is exclusive of travel and related expense and is based on the Services and volumes in the Assumptions section.

One-Time Implementation Fees $150,000.00
Lyric Bundle with Workforce Manager

Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
Lyric HCM Services					
Total	1,650	$27.78	PEPM	$550,044.00	Approved Countries: United States
Managed Services - Full					Includes: Managed TLM
MyLife Advisors for Managed Services					
Payroll					Includes: Employment Tax Services (federal, state and local jurisdictional fees), ADP GL, FSSO, Split Wrap, Recognition, Wage Payment Services, Wage Garnishments Payment Services
HR					New Hire Reporting, EEO, VETS and OHSA Reporting
Enhanced Workflows					
Onboarding					
Career Profile					
Analytics					
Market and People Insights					
ADP Electronic I-9 Service					
Document Cloud					
Employment Verification Services-Includes Social Services Verification					
Voice of the Employee					Employee Surveys and Broadcast Notifications.
Application Program Interface Central (API)					
Performance					

Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
Compensation Planning					
Succession					
StandOut					
Recruiting					Includes Recruiting Embedded Intelligence
Learning					
Premium Learning Content					
Additional Ongoing Services					
Wisely Pay By ADP	1	$0.00	per transaction	$0.00	Card issuance
Year End Forms, W2s or 1099s	1,650	$4.50	per form	$7,425.00	
Time & Attendance Services- ADP Workforce Manager					
Total				**$71,524.68**	
ADP Workforce Manager					
Hourly Timekeeping	803	$4.49	PUPM	$43,265.64	
Salaried Timekeeping	613	$3.19	PUPM	$23,465.64	
Compliance On Demand	1,416	$0.00	PUPM	$0.00	
Accruals	765	$0.33	PUPM	$3,029.40	
Analytics	1,416	$0.00	PUPM	$0.00	
Subscription Timeclocks and Other Devices					
ADP InTouch DX Bar Code Clock	1	$147.00	per unit per month	$1,764.00	
Total Ongoing Service Fees				**$628,993.68**	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

- "PEPM" means per employee per month.
- Fees are subject to a 1,650 employee minimum per month.
- "PUPM" means per user per month.

Additional Services

The fees for Additional Services are set forth in the table below. These fees are based on the scope of work outlined and will be charged at the applicable rates as they occur or exceed the Estimated Volume included in fees after the Services commence.

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES				
Payroll Processing				
Pays/ Distribution	ADPCheck Early Check Cashing Fee	$35.00	Per transaction	
	Stop Payments, Void, Cancelled Check or Direct Deposits	$12.00	Per occurrence	
	Manual Payment Transactions (Manual Checks) beyond 91 manual payments per year	$30.00	Per addl manual pymt	Additional manual payment transactions whether by check, pay card or other payment means are subject to the additional fee
	Unscheduled Off-Cycle Payroll Run	$1,500.00	Per addl run	
	Adjustment or Stock Processing	$500.00	Per addl run	
	Reverse Wire Fees	Included	Per wire	Funding must remain Reverse Wire or applicable fees of $35.00 per Wire will apply
ADP Wage Garnishment Services	Garnishment Event Processing (beyond 336 garnishment events per year)	$15.00	Per addl garnishment event	Garnishment events may include new orders, amendments, releases, notifications for leave of absence and termination, not on file, reoccurring answers, and final answers

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Live Check and Pay Statement Delivery Options	Direct Mail Services	First Class Postage plus $0.15	Per item	
	Third Party Courier-Shipping Fee	Prevailing Rates	Per package	
	Handling Fee	$3.00	Per package	Charge for each package that is shipped via a courier with client shipping number.
ADP Employment Tax Services				
State/Local Fees	Tax Jurisdictions in Applied For Status	$150.00	Per occurrence	Per state per month
	State & Local Tax Jurisdictions Filed Monthly (beyond 6 jurisdictions per month)	$10.00	Per addl jurisdiction filing per month	Assumes 5 State and 0 Local tax jurisdiction filings for all FEINs; each additional state or local jurisdiction filing will be subject to the additional fee
	Tax Registration Services	$150.00	Per transaction	Per Tax ID Applied For
Adjustments	Prior Quarter Payroll Adjustment Surcharge	$75.00	Per occurrence	Amended Return Fees may also apply
Amendments	Amended Return	$250.00	Per occurrence	Applies to all Federal, State, Local, SIT, SUI returns - prepared by Client
SSN Changes	Social Security Number Change	$100.00	Per occurrence	Applies to SUI, State and Local Reconciliations
Exceptions	Exception Return	$200.00	per exception	Applies to: - Federal 941, 942, 944, 945, 1086, W-3C - FUTA, SIT and SUI - CA - NJ SIT/SUI - State Recon and State 1096 - Local, Local Recon and Local 1096

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Client Practitioners	Client Named Contacts (beyond 5 named contacts)	$0.37 PEPM	Per Addl named contacts	Number of Client named contacts who may contact the ADP Tier 2 Payroll Administration team
MYLIFE ADVISORS CENTER SUPPORT				
Knowledge Base & Inquiry Management Tools	Client Practitioners with Access to View Knowledge Base Content, Submit Inquiries, and View Inquiry Status (beyond 4 licenses)	$125.00	Per license	Licenses in excess of the included volume may be subject to the additional fee as specified in the "Fees" column. For the avoidance of doubt, no additional fees will be payable by Client for any licenses required by ADP personnel for ADP's performance of the Services.
Learning				
Content Consultations	Annual Learning Strategy Consulting Support	$300.00	Per month	Includes 16 hours Per Calendar Year. Annual partnership supporting goal setting learning objectives, content curation, learning strategy, content structure, adoption analysis, learning campaign support, optimization, and more.
ADP Electronic I-9 Services				
Other	I-9 Paper Conversion	$7.50	Per form	if Client requests ADP to convert paper Forms I-9 to electronic format (Form I-9 Manual Conversion process), Client shall upload legible images of the Forms I-9 into ADP eI-9 using the Form I-9 Conversion Process and ADP will enter the Form data into the ADP eI-9 System. This will result in actionable, electronic records in the ADP eI-9 system.
Optional Consulting for API Central				
Consulting	Consulting for ADP Application Program Interface (API)	$250.00	Per hour	Up to 16 hours

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Change Control				
Change Control Services/Implementation	Standard Change Control Rate	$200.00	Per Hour	

Assumptions

The fees presented were calculated based upon the requirements, specifications, scope of services, pay frequencies, countries in scope and volumes set forth below Appendix and if the actual requirements, specifications, scope of services, pay frequencies, countries in scope, volumes, contract term or funding requirements vary from what is stated, the parties shall negotiate in good faith to adjust the fees based on such changes. The fees do not include any customizations to any Service.

Category	Item Description	Units Included in Fees	Based on
VOLUME ASSUMPTIONS			
Implementation Services			
Data Conversion	Initial Data Conversion		ADP will provide data conversion, loading and validation services to migrate all relevant data including but not limited to HR, payroll, and tax data from current system of record, including employee level balances and control totals for mid-year conversions. Client will consolidate all necessary data in an ADP-defined format and agrees to provide support for the data conversion effort and assist with the validation of data process. Client will be required to complete dual maintenance after initial conversion through Go Live.
	Historical Data Load	7 Years	From legacy HR and Payroll System for Active and Termed Employees. Data History for Associate Details, Worker Status, Compensation, Work Data(Position, job) and Paycheck Details. (Does not include documents)
	Recruiting	Included	Active Candidate and Job Requisition records will be migrated.
	I-9 Form Conversion	1,650	Includes conversion of existing I-9 forms for all active employees during Implementation.
Initial System Configuration	Custom 3rd party file based integration feeds	15	Data must be available in the ADP System of Record and/or made available by appropriate client vendor.
Validation	Parallel Testing	2	Client will perform up to two full parallel tests, which assume end to end testing of employee populations, processes, and interfaces. Client will be responsible for data integrity and will perform data cleansing prior to each conversion with a final signoff prior to go live.
Reporting	Custom Reports	15	Implementation will create up to 15 custom reports. These are in addition to the 80+ standard reports. Client has ability to create additional reports.

Category	Item Description	Units Included in Fees	Based on
Content Curation Service	Learning Coaching/Education	*4 hours included	*Consist of the following: 1) A 30 minute high level discovery session 2) 2.5 hours of customized content curation 3) A 1 hour content and implementation. ADP will provide Client a report that documents: 1) The agreed-upon content recommendations arrived at in connection with the Content Consulting Services 2) Alignment between the recommendations and Client's stated learning goals.
Ongoing Operational Services			
Client Practitioners	Client Named Contacts	5	Includes up to 5 Client Named Contacts who may contact a Business Unit Support Team. Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day to day support
Support	Support Hours of Operations	Included	Unless otherwise noted, hours of operations will be Monday through Friday 8AM - 8PM EST, excluding ADP holidays and provided in English Only.
Time and Labor Management - ADP Workforce Manager	Implementation and Operations Support	Included	All Workforce Manager support including documentation, training materials, tools, and communications is provided in English only. Maintenance windows are currently 12:01 am - 6:00 am EST. Hardware RMA process will be handled in the US.
Billing Assumptions			
Billing Activation	ADP Lyric HCM Services	PEPM	Per employee per month is based on all non-terminated employees with an ADP Lyric payroll profile. Any terminated employee, paid at least once, will be billed separately. Billing shall commence when the HCM services is available for use and will invoice in arrears the following month.
	ADP Lyric HCM for Non-Paid Employees	PEPM	ADP will bill a separate fee for all non-terminated employees that do not have a Lyric payroll profile. Any non-terminated employees outside the US will be billed as global system of record employees
	Time & Attendance - ADP Workforce Manager	PUPM	Per user per month is based on all non-terminated lives in the Time Module including managers/ supervisors that need to approve timecards. Billing for add-on modules will include counts based on those lives specifically added and maintained by the practitioner. Services will begin billing on the date Workforce Manager is available for use by Client in a production environment.
Funding Requirement	ADP Reverse Wire	Included	Includes ADP Employment Tax Services, ADP Wage Payment Services, ADP Wage Garnishment Services
MyLife Advisors Service Center			

Category	Item Description	Units Included in Fees	Based on
Contacts	Contacts PEPY	2 contacts per EE per year	

A. Interface Matrix

ADP will create the custom interfaces and reports listed in the matrix below. In addition to the custom reports in the matrix, ADP will also make available to Client any standard reports then available through the ADP Application Programs.

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
1	Manual Check Positive Pay File	PR/HR	Report	Lyric HCM	Client Bank	Daily		• Listing of manual checks to provide positive pay information to Client's bank • Design, programming, and testing for one bank is assumed
2	Miscellaneous Deduction Data Import	PR/HR	Import	Client	Lyric HCM	TBD		• The ADP standard import data bridge will be provided to maintain employee deductions in the ADP payroll system • Client or Client's third party will determine the deduction amount and perform any needed goal processing
3	Timesheet Data Inbound	PR/HR	EPIP	Client	Lyric HCM	EPR		• Inbound file will contain employee timesheet data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
4	ADPR Report Pack (for development of Client-specific ad hoc reports during implementation)	PR/HR	Report	Lyric HCM	Client	On Demand		• Allocation of 100 hours for ADP to create custom reports in ADPReporting ("ADPR") based on Client requirements • The complexity of report usually requires 5 or more tables, has 2 or more custom joins, up to 60 fields, more than 5 derived fields, and more than 2 advanced derived fields or groupings • This is a full file; ADPR cannot identify data changes • Report will not perform more than one select or complex calculations; have fewer than 100 fields and fewer than 40,000 records selected (to avoid performance issues) • Report output can be in HTML, Excel, comma delimited (CSV), PDF, plain text, or XML • Report can use client entered prompt values and can sort the data in a specific order, if desired

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
5	Active Directory Outbound	PR/HR	Report	Lyric HCM	Client	Daily		• An outbound file will be provided to send employee demographic data • The outbound file can be created in HTML, Excel, CSV comma delimited, PDF, plain text or XML and will be produced delimited or fixed length fields
6	Manual Payments via Direct Deposit	PR/HR	Report	Lyric HCM	Client Bank	Daily		• An outbound file will be provided to send employee payments to Client's bank to facilitate manual payments via direct deposit
7	Multiple Worksite Report Outbound	PR/HR	Report	Autopay	Client	On Demand		• An outbound file will be provided to send employee and payroll information (year-to-date and current) for Client's multiple work site reporting
8	Workers' Compensation Report Outbound	PR/HR	Report	Lyric HCM	Client	On Demand		• An outbound file will be provided to send employee demographic data • The outbound file can be created in HTML, Excel, CSV comma delimited, PDF, plain text or XML and will be produced delimited or fixed length fields
9	Eligible Hours Lookback for Statutory Leave or PTO (PNN66DRV)	PR/HR	Process	Autopay	Autopay	TBD		• A custom process will be configured within the ADP payroll system to calculate statutory leave or paid-time-off (PTO)
10	IRSC EIB FBMC Open Enrollment File	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
11	IRSC EIB INT013 FBMC Eligibility and Enrollment	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
12	IRSC EIB INT027 FBMC Payroll Actuals	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
13	IRSC INT014 TIAA-CREF Retirement Plan	PR/HR	Outbound	Lyric HCM	TIAA-CREF	EPR		

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
14	IRSC INT014 TIAA-CREF Retirement Plan	PR/HR	Inbound	TIAA-CREF	Lyric HCM	EPR		
15	PeopleFirst inbound BN02	PR/HR	Inbound	Peolple First	Lyric HCM	Daily		
16	PeopleFirst Inbound PRI458	PR/HR	Inbound	PeopleFirst	Lyric HCM	Daily		
17	PeopleFirst outbound BN01	PR/HR	Outbound	Lyric HCM	PeopleFirst	Daily		
18	TSIG/FPS Retirement	PR/HR	Outbound	Lyric HCM	TSIG/FRS	EPR		403b/457 withheld
19	Capital Retirement	PR/HR	Outbound	Lyric HCM	Capital	EPR		403b/457 withheld
20	Corebridge Retirement	PR/HR	Outbound	Lyric HCM	Corebridge	EPR		403b/457 withheld
21	Reliance Life	PR/HR	Outbound	Lyric HCM	Reliance	EPR		Life Insurance
22	Percipo LMS Outbound	PR/HR	Outbound	Lyric HCM	Percipo LMS	EPR		LMS demographic data
23	Percipo LMS Inbound	PR/HR	Inbound	Percipo LMS	Lyric HCM	Daily		LMS licence/certification inbound
24	Inbound Pleaceholder	PR/HR	Inbound	TBD	Lyric HCM	TBD		
25	Inbound Pleaceholder	PR/HR	Inbound	TBD	Lyric HCM	TBD		
26	Outbound Pleaceholder	PR/HR	Outbound	Lyric HCM	TBD	TBD		
27	Outbound Pleaceholder	PR/HR	Outbound	Lyric HCM	TBD	TBD		
28	Reliane EAP	PR/HR	Outbound	Lyric HCM	Reliance	TBD		Demograhic data needed for employee assistance program
29	Reliance LTD	PR/HR	Outbound	Lyric HCM	Reliance			Data needed for Long Term Disability

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
30	Working Assistance outbound	PR/HR	Outbound	Lyric HCM	Working Advantage			Employee demographics to working advantage, employee discounts program
31	Pioneer Perks	PR/HR	Outbound	Lyric HCM	Pioneer Perks			
32	TSA consulting Group	PR/HR	Outbound	Lyric HCM	TSA consulting group			403b outbound
33	Florida Department of Law Enforcement background check	PR/HR	Outbound	Lyric HCM	FDLE			background checks
34	FDLE Information Notification System	PR/HR	Outbound	Lyric HCM	FDLE			background checks
35	LabCorp	PR/HR	Outbound	Lyric HCM	Labcorp			drug screening
36	American Medical Review officer	PR/HR	Outbound	Lyric HCM	AMRO			final results of drug screening
37	Clearning House	PR/HR	Outbound	Lyric HCM	ClearningHouse			Charter School Background check
38	Florida Department of Commerce	PR/HR	Outbound	Lyric HCM	FDoC			Unemployment
39								
40								
41								
42								
43								

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ADP Professional Services Statement of Work

This Statement of Work is made pursuant to that certain Global Master Services Agreement by and between Client and ADP, Inc. dated January 5, 2026.

Client Name: Indian River State College			
Client Address: 3209 Virginia Avenue		**City, State ZIP:** Fort Pierce, FL 34981	
Client Contact: Alessandra Thompson		**ADP Contact:** Jane Smith	
Phone:	**Email:** athompson10@irsc.edu	**Phone:** 502.297.5385	**Email:** jane.smith@adp.com

Billing Information: To Be Completed by Client	
****** Note: The invoices for these services will be sent via EMAIL to the Client Contact listed above unless otherwise noted here.***	
Billing Method: ☐ Mail ☐ Email	**Billing Contact Name:**
Billing Address or Email:	
Will a Purchase Order be issued for this SOW? ☐ No ☐ Yes	**PO Number:**

Timesheet Approver (if different from above):	
Phone:	**Email:**

Timesheets or expense reports not returned or rejected after two weeks of submission will be considered approved. Approved timesheets indicate acceptance of work performed and will be the basis for billing of completed work.

Professional Services Client-Side Support	
X	Client-Side Implementation Support for ADP Lyric HCM
	Process Review and Documentation / Process Improvement Recommendations
	Temporary Payroll Administration Support using ADP Lyric HCM
	Data Analytics Consulting
	Custom Training Design, Development, Delivery
	Other (Please Specify)

Description of Services

Project Manager

- Provide client-facing project plan and monitor client-assigned tasks and deliverables as defined within the ADP implementation project plan
- Attend and participate in weekly ADP status meetings, Steering Committee meetings, design sessions, workbook sessions, and validation/testing sessions
- Facilitate weekly status meetings with internal Client team to discuss activities and issues that arise from ADP meetings
- Provide high-level ADP Lyric subject matter expertise in support of the project, including assistance with defining and documenting test strategy and planning
- Identify risks; develop and manage risk mitigation plan in conjunction with Client team and ADP implementation project manager
- Support a smooth transition from implementation to service team
- Participate in knowledge transfers with Client and ADP implementation and service teams to ensure project completion

Lyric Payroll Implementation Specialist

- Participate in design sessions and support Payroll workbook completion
- Recommend future state payroll configuration, including payroll calculations in Lyric
- Assist with Payroll Testing
  - Assist Client with additional test case scenario documentation based on Client workflow
  - Guide Client in executing test case scenarios for User Acceptance Testing
  - Review results and research discrepancies

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- Collaborate with Client and ADP implementation team to resolve issues and re-test until successful result
- Assist Client with processing two live payroll cycles for each entity
- Support a smooth transition from implementation to service team
- Participate in knowledge transfers with Client and ADP implementation and service teams to ensure project completion

Lyric HR Implementation Specialist

- Participate in design sessions and support HR workbook completion
- Review current enterprise structure and provide guidance on future state
- Advise Client on job architecture, including job templates, families, bands and grades, and core compensation
- Help identify position management configuration including work agreements and work assignments
- Assist with HR Testing
  - Assist Client with additional test case scenario documentation based on Client workflow
  - Guide Client in executing test case scenarios for User Acceptance Testing
  - Review results and research discrepancies
  - Collaborate with Client and ADP implementation team to resolve issues and re-test until successful result
- Support Client with dual maintenance period before go-live
- Help validate go-live employee data
- Assist Client with processing two live payroll cycles for each entity
- Support a smooth transition from implementation to service team
- Participate in knowledge transfers with Client and ADP implementation and service teams to ensure project completion

Lyric Time Implementation Specialist

- Participate in design sessions and support Time workbook completion
- Provide guidance on business structure
- Assist with Time Testing
  - Assist Client with additional test case scenario documentation based on Client workflow
  - Guide Client in executing test case scenarios for User Acceptance Testing
  - Review results and research discrepancies
  - Collaborate with Client and ADP implementation team to resolve issues and re-test until successful result
- Assist Client with processing two live payroll cycles for each entity
- Support a smooth transition from implementation to service team
- Participate in knowledge transfers with Client and ADP implementation and service teams to ensure project completion

Data Extraction / Conversion Specialist

- Extract system data and recommend data translations from current HCM solution to ADP Lyric
- Extract employee data from current HCM solution
- Format employee data for loading to ADP Lyric
- Help Client create a data validation strategy
- Ensure employee-level data is accurate before testing
- Assist Client with data validations after data conversions

Assumptions

- Client will provision the assigned consultant with appropriate access to ADP Lyric HCM and will promptly deprovision the consultant's access when the services are complete.
- Client will advise their ADP Service team that assigned consultant is an authorized service contact, if appropriate, and will remove the consultant as a contact when the services are complete.
- Client is responsible for reviewing and approving the consultant's work, as appropriate.
- Client retains all legal, financial, and compliance responsibility related to the services outlined here.
- The rate specified below will apply for all hours worked under this SOW. ADP reserves the right to adjust the rate, if needed, for subsequent SOWs or service extensions.
- The pricing outlined in this SOW is valid for ninety (90) calendar days from the date of issuance. If this SOW is not fully executed by both parties within that period, the pricing is subject to change at ADP's sole discretion.

Estimated Hours: 1344 hours • *Billing will be monthly, based on actual hours worked.*	**Rate:** $195 / hour **Discount:** ($5 / hour)

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• *No minimum hours required; no penalty for early termination of this SOW.*	**Effective Rate:** $190 / hour
Additional Fees: N/A	**Travel Requested?** Yes

Total Proposed Fees	
Professional Services Client-Side Support *Note: This is the description that will appear on the ADP Invoice for these services, along with the total number of hours and applicable rate.*	$255,360
Travel, Hotel, Meals Expenses *Note: This is the description that will appear on the ADP Invoice for these services, along with the Traveler's Name and Date(s).*	As incurred; Estimate included with Implementation Travel Estimate
Total	$255,360, plus Actual Travel Expenses
Travel Expenses, as applicable, will be billed as pass-through expenses. *Client will be invoiced for Actual Hours worked, not the Estimated Hours outlined herein. If the project is expected to exceed the Estimated Hours, ADP Professional Services will prepare and present a revised Statement of Work for Client approval.*	

Approval

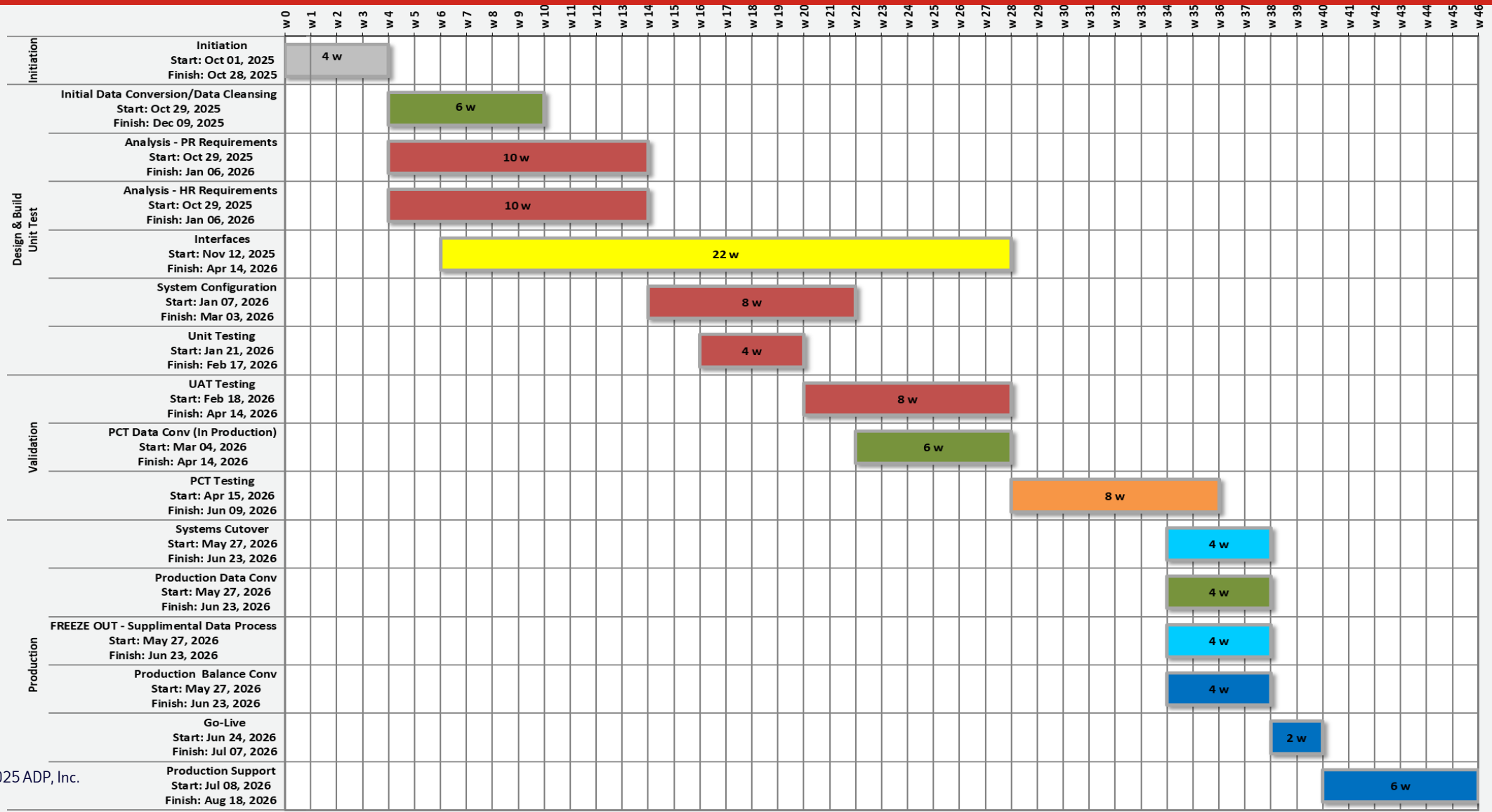
ADP Authorization	Date	Client Authorization	Date
Jane E Smith Vice President, Professional Services	1/6/2025	Timothy E. Moore, Ph.D. President	12/17/25

For ADP Use Only

Partner Firm / Consultant Name	Professional Services Company Code	Client Purchase Order Number

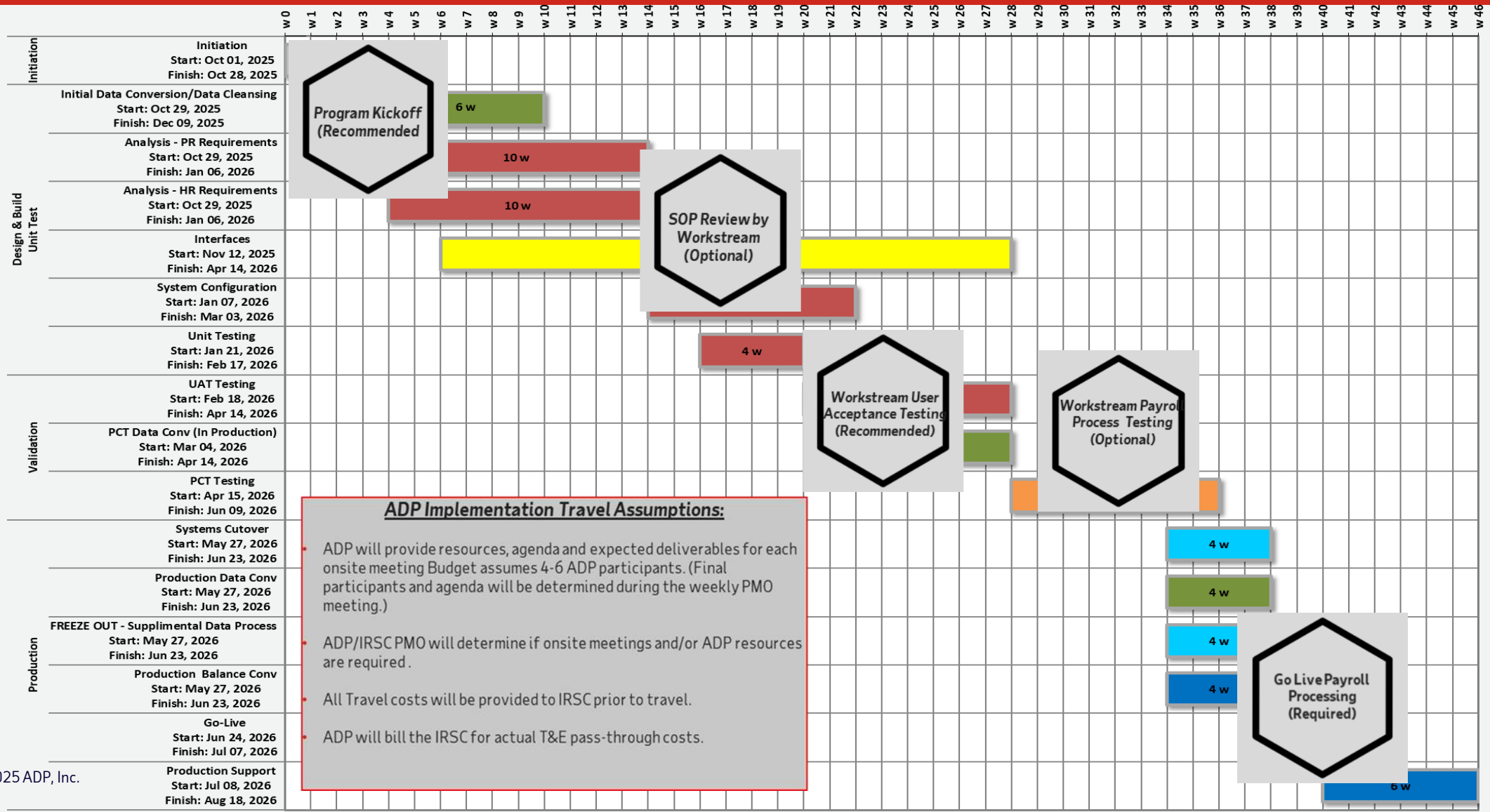
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ADP MANAGED SERVICES IMPLEMENTATION TIMELINE ESTIMATE



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ADP MANAGED SERVICES IMPLEMENTATION ONSITE MEETINGS



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Client Project Team – Average Estimated Hours Per Phase Per Week

	Initiation	Design & Build (Onsite Design Session Optional)	Validation (Onsite Validation Session Optional)	Production	Post Production Support
# Weeks	4	16	18	4	6
PMO	4	6	8	10	6
Project Manager(Vendor)	2	5	6	6	5
Payroll Workstream	2	12	14	12	6
Lyric PR Consultant(Vendor)	1	8	10	8	3
HR Workstream	2	14	16	12	6
Lyric HR Consultant(Vendor)	1	10	10	8	3
Time Workstream	2	10	12	10	4
Lyric Time Consultant(Vendor)	1	7	8	6	2
Change Management Workstream	1	4	6	8	4
Technical Workstream (Interfaces/Data Transformation)	3	12	10	8	3
WD Data Consultant/Miner(Vendor)	1	8	6	6	2

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ADP Implementation Resources Travel ESTIMATE

Kickoff/Analysis

Domain	ADP Associate	Origin	Estimated Flight Cost	Mileage (Fixed)	Airport Parking	Rental Car	Hotel	Meal Per Diem	Days on Site	Total Cost
PM			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Payroll			$ 700	$ -	$ 50	$ -	$ 150	$ 75	3	$ 1,525
HR			$ 700	$ -	$ 50	$ -	$ 150	$ 75	3	$ 1,525
Time			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Total										**$ 11,950**

UAT:

Domain	ADP Associate	Origin	Estimated Flight Cost	Mileage (Fixed)	Airport Parking	Rental Car	Hotel	Meal Per Diem	Days on Site	Total Cost
PM			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	4	$ 2,140
Payroll			$ 700	$ -	$ 50	$ -	$ 150	$ 75	4	$ 1,800
HR			$ 700	$ -	$ 50	$ -	$ 150	$ 75	4	$ 1,800
Time			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	4	$ 2,140
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	4	$ 2,140
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	4	$ 2,140
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	4	$ 2,140
Total										**$ 14,300**

First Punch:

Domain	ADP Associate	Origin	Estimated Flight Cost (Fixed)	Mileage (Fixed)	Airport Parking	Rental Car	Hotel	Meal Per Diem	Days on Site	Total Cost
PM			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
PR			$ 700	$ -	$ 30	$ -	$ 150	$ 75	3	$ 1,465
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Total										**$ 8,585**

First Processing:

Domain	ADP Associate	Origin	Estimated Flight Cost (Fixed)	Mileage (Fixed)	Airport Parking	Rental Car	Hotel	Meal Per Diem	Days on Site	Total Cost
PM			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Payroll			$ 700	$ -	$ 50	$ -	$ 150	$ 75	3	$ 1,525
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Consultant			$ 700	$ -	$ 50	$ 85	$ 150	$ 75	3	$ 1,780
Total										**$ 8,645**

SUM: $43,480

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GLOBAL MASTER SERVICES AGREEMENT

Effective Date: January 5, 2026

As between:

ADP, Inc.
(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

Indian River State College
(Referred to in this agreement as "Client")
3209 Virginia Ave
Ft Pierce. F: 34981,

ADP and Client agree that ADP shall provide Client with the following services, in the applicable Approved Countries, described in and in accordance with the terms set forth in this Global Master Services Agreement, which includes the attached and incorporated Exhibit A Public Entity Terms.

- ADP Payroll Services – delivered via ADP Lyric HCM
- Human Resource Administration Services – delivered via ADP Lyric HCM
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- Federated Single Sign On
- ADP Marketplace
- Mobile Solutions
- MyLife Advisors Service Center
- Talent Acquisition Solutions
- Talent Management Solutions
- ADP Time & Attendance Services (Workforce Manager)

ADP, Inc.

Signature of Authorized Representative

Printed Name Tara Albritton

Title SVP, HCM Services

Date 1/5/26

APPROVED AS TO FORM ADP LEGAL

Indian River State College

Signature of Authorized Representative

Printed Name Christa Luna

Title Chair, Board of Trustees

Date 12/17/25

Timothy E. Moore, Ph.D. 12/17/25
President

Appendices

- Exhibit A Public Entity Terms Addendum
- Pricing and Financial Terms
- Service Definition (COS)
- Service Commitments (COS)

Global Master Terms and Conditions

The Client does not agree to any linked terms or conditions to the extent they would (a) provide for automatic renewals or extensions of the Term of the Agreement; (b) limit the time period to bring suit; (c) provide for indemnification of ADP or any other person or entity by Client; (d) provide for payment of attorney's and collection fees by Client; (e) require mediation or arbitration between the parties; or (f) require Client to violate or deviate from its obligations under applicable federal or Florida law, and/or which would waive or limit any protection applicable to Client under applicable federal or Florida law.

1. Definitions

1.1. ADP HCM Services.

1.1.1. ADP Lyric HCM ("Lyric HCM"). The cloud based, modular human capital management platform, which may include applications from ADP and third parties and has the ability to house global employee data (personal, employment, and job data) within a system of record.

1.1.2.ADP Payroll Services. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.2.1. ADP Employment Tax Services. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.

1.1.2.2. Employment Verification Services. Management of employment and income verification requests.

1.1.2.3. Print and Online Statement Services. Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.2.4. ADP Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

1.1.2.5. ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services and Pay Card Services.

1.1.3. ADP Compliance on Demand. A workforce management solution that provides clients with access to information and best practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.

1.1.4. ADP DataCloud. Provide tools to analyze and understand data.

1.1.4.1. Analytics. Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.

1.1.4.2. Market and People Insights. Enables comparison of an employer's performance with other companies in the same industry and/or region to facilitate insight into business performance against industry averages for key Human Capital Management (HCM) metrics.

1.1.5. ADP Document Cloud. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

1.1.6. Federated Single Sign On. Provide federated single sign-on access from client's portal to ADP application(s).

1.1.7. Human Resource Administration Services. Administration of human resource functions using an integrated system to (i) process and audit employee lifecycle events, (ii) provide compliance tracking and reporting in applicable Approved Countries, and (iii) automate notification and approval processes via self-service/direct access.

1.1.7.1. MyLife Advisors Service Center Management of inquiries related to services through ADP service center locations as part of a comprehensive offering

1.1.8. ADP Marketplace. Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).

1.1.9. Mobile Solutions. Provide ability for employees and managers to access mobile-relevant features related to certain ADP services (e.g., pay, time, directory, news, retirement, benefits, spending accounts, time off, paycard, and calendar) via smartphones and/or tablet devices.

1.1.10. Talent Acquisition Solutions. Talent acquisition solutions made up of the following:

1.1.10.1. ADP Electronic I-9 Services. Electronic I-9 administration services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.10.2. ADP Recruiting Management Services. Talent recruiting management technology, including talent acquisition and onboarding for exempt and non-exempt workforce.

1.1.10.3. ADP Recruiting Management Services. Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.

1.1.11. Talent Management Solutions. Technology to facilitate the administration of talent management services, including:

1.1.11.1. Compensation Management. Solutions and tools to administer the compensation planning process.

1.1.11.2. ADP Learning. Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.

1.1.11.3. Performance Management. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.11.4. Succession Management. Solutions and tools to facilitate organizational succession planning.

1.1.12. ADP Time & Attendance Services. Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies. Additional options include solutions to assist with more advanced scheduling management, absence management, and activity tracking.

1.2. General. In addition to any terms defined in the Agreement, the following definitions apply:

1.2.1. "**ADP**" has the meaning set forth on the cover page.

1.2.2. "**ADP Application Programs**" means the computer software programs and related Documentation, including any updates, modifications, or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3. "**ADPCheck**" means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4. "**ADPCheck Services**" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5. "**ADP Direct Deposit Services**" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6. "**ADP I-9 System**" means ADP's I-9 web based system.

1.2.7. "**Affiliate**" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.8. "**Agreement**" means this Global Master Services Agreement, consisting of the signature page(s), the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.9. "**Amendment**" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.10. "**API**" means application programming interface.

1.2.11. "**Approved Country(ies)**" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. A list of Approved Countries for each Service is set forth in the Pricing and Financial Terms appendix.

1.2.12. Reserved.

1.2.13. Reserved.

1.2.14. Reserved.

1.2.15. Reserved.

1.2.16. Reserved.

1.2.17. "**Business Day**" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.18. "**Client**" has the meaning set forth on the cover page.

1.2.19. "**Client Content**" means all information and materials provided by the Client Group, their agents or employees, regardless of form.

1.2.20. "**Client Group**" means Client and Client's Affiliates listed in in the Pricing and Financial Terms appendix who are authorized to receive the Services.

1.2.21. "**Client Infringement Event**" means (i) any change, or enhancement in, or use of, the Services by Client Group or a third party on Client's behalf other than at the direction of, or as approved by, ADP, or (ii) Client Group's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.22. "**Confidential Information**" means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party

1.2.23. "**Data Security Breach**" means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.

1.2.24. "**Documentation**" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.25. "**DHS**" means the U.S. Department of Homeland Security.

1.2.26. "**Early Termination Fee**" means those amounts set forth in the Pricing and Financial Terms appendix to be paid to ADP in the event Client terminates any Services prior to the expiration of the Term, other than for material breach pursuant to Section 12.1.

1.2.27. "**Effective Date**" has the meaning set forth on the cover page.

1.2.28. "**E-Verify**" means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.29. "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.

1.2.30. "**Form I-9**" means the employment eligibility verification form issued by the DHS.

1.2.31. "**Global Master Terms and Conditions**" means the terms and conditions contained in the main body of this document following the signature page(s).

1.2.32. "**Go-Live Date**" means the date of commencement of the first "live" processing of a given Service in the applicable Approved Country.

1.2.33. "**Implementation Services**" means the Services to be performed in order to commence ongoing Services.

1.2.34. "**Intellectual Property Rights**" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.35. "**Internal Business Purposes**" means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.36. "**NACHA**" means the National Automated Clearing House Association.

1.2.37. "**Payee**" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.38. "**Payment Services**" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.39. "**Permitted Payment**" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.40. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.41. "**Services**" means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Service Definitions, if applicable, and such other services as the parties may agree to be performed from time to time.

1.2.42. **"Term"** means the Initial Term together with each Renewal Term, if any.

1.2.43. **"Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.

1.2.44. "Unauthorized Third Party" means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.45. "User" means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

2. Provision and Use of Services

2.1. Provision of Services. ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent, and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement.

2.2. Cooperation. Client will cooperate with ADP as reasonably necessary to implement and provide the Services. Client will, in a timely manner, execute and deliver all necessary documents, forms, or instruments (such as, to the extent applicable, reporting agent authorization, client account agreement, pre-authorized debit terms, limited powers of attorney, anti-money laundering/"Know Your Client" forms), provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and otherwise assist ADP as required.

2.3. Use of Services. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. Furthermore, if Client during the implementation process or as part of the ongoing Services utilizes or configures the ADP Application Programs to process data elements beyond those data elements that are required by ADP to perform the Services in an Approved Country(ies), Client will remain solely responsible for such use or configuration, including the processing of Personal Data pursuant to applicable law.

2.4. Errors. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5. Records. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3. Compliance

3.1. Applicable Laws. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3.2. Design of the Services. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the Implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

3.3. Online Statements. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4. Data Privacy Appendix. ADP's Data Privacy Appendix located at https://contracts.adp.com/-/media/microsites/contracts/pdf/adp-dpa-v1-20250228.pdf, is incorporated by reference into this Agreement.

4. Confidentiality

4.1.General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client Group's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client Group's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party ADPs of Client as designated by Client from time to time. If ADP agrees to a Client request to provide ADP Confidential Information to a third party ADP of Client, Client will cause such third party to (i) use at least the same degree of care, discretion and diligence in protecting the ADP Confidential Information as the third party is required to use with respect to Client Group's Confidential Information, but in any event no less than a reasonable standard of care in protecting the ADP Confidential Information; and (ii) use the ADP Confidential Information solely for providing services to Client for Client's internal operations. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement. The obligations of ADP set forth in this Section 4 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

4.2. Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1. Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, nontransferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2. ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services and the ADP Application Programs, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Pricing and Financial Terms appendix. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials, the ADP Application Programs or other related materials.

5.3. Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the Client of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works

(other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4. Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

5.5. Third Party Software. Notwithstanding Sections 5.1 through 5.4, the ADP Time & Attendance Services (ADP Workforce Manager) component of Lyric HCM shall be subject to the additional licensing or access terms set forth at www.adp.com/wfmlicenseterms.

5.6 ADP Application Program IP Infringement. ADP will not provide Client Group with any Application Programs that when used in accordance with the terms of this Agreement infringe upon any Intellectual Property Rights of a third party in an Approved Country.

5.7 Client Infringement Event. Client Group will not, nor will it direct any third-party on its behalf to, use or make any change or enhancement to the Services other than at the direction of, or as approved by, ADP. Client Group will use the most current release or version of any computer software programs included in the ADP Application Programs and use any corrections or enhancements provided by ADP to the ADP Application Programs.

5.8 Provision of Client Content. Client Group will not provide ADP with Client Content which when used by ADP as contemplated by the Agreement gives rise to a cause of action against ADP.

6. Indemnities and Sovereign Immunity

6.1. ADP Indemnity. Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2. Client Sovereign Immunity. Nothing in this Agreement shall be construed or interpreted to be a waiver of the Client's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the Client. Nothing in this Agreement shall be construed as consent by either party to be sued by third parties in any matter arising out of or related to this or any other agreement.

6.3. Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7. Limit on Liability

7.1. Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of

this Section 7, neither party's aggregate liability in any calendar year shall exceed the greater of an amount equal to 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").

7.2. Extraordinary Cap. As an exception to Section 7.1 , if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an amount equal to the greater of an additional 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to the greater of 24 times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.

7.3. Matters not Subject to the Cap. The foregoing limits on liability shall not apply to the following:

7.3.1. Client's funding obligations in connection with the Payment Services;

7.3.2. Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3. In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4. Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5. The infringement indemnity set forth in Sections 6.1 and 6.2;

7.3.6. Intentionally Omitted;

7.3.7. Client's obligations to pay the fees for Services; and

7.3.8. ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4. Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5. No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, ITS THIRD PARTY LICENSORS, CLIENT OR ANY ISSUING BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8. Warranties and Disclaimer

8.1. Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. Security and Controls.

9.1. Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports and, to the extent available, any Service Organization Control 2 reports ("**SOC Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2. Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3. Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. Such security measures are listed at https://www.adp.com/about-adp/data-security/client-resources.aspx. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4. Unauthorized Third Party Access. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

9.5. Unauthorized Third Party Applications or Links. Client will not use, and ADP reserves the right to disable use of, unauthorized third party applications or links.

10. Data Security Breach

10.1. Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay, and in no event later than 72 hours after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2. Other ADP Obligations. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11. Payment and Invoicing.

11.1. Payment Terms. Client will pay to ADP the fees and other charges for the Services as set forth in the Pricing and Financial Terms appendix.

11.2. Payment Disputes. If Client disputes any invoiced amount in good faith, Client will notify ADP in writing of the reason for such dispute within () fifteen (15) Business Days following the invoice date. The parties shall cooperate in good faith to resolve the dispute within ten (10) Business Days of ADP's receipt of Client's notice. During such resolution period, Client's non-payment of such disputed amount shall not constitute default by Client nor entitle ADP to suspend or delay its performance under this Agreement. Should the parties be unable to resolve such dispute during the resolution period, each Party may avail itself of all remedies available under this Agreement or at law.

12. Term; Termination; Suspension

12.1. Initial Term. This Agreement is effective upon the Effective Date and will remain in effect until the date set forth in the Pricing and Financial Terms appendix (the "**Initial Term**"). After the Initial Term expires, this Agreement may be renewed in writing signed by both parties (each, a "**Renewal Term**. If this Agreement terminates or expires and Client continues to receive any Services, each party's rights, duties, and obligations will continue to be governed by the Agreement, in all respects.

12.2. Termination. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within 60 days following notice thereof. In addition: (i) ADP may terminate this Agreement or the affected Services in the event (a) Client fails to timely pay fees for Services performed within 10 days following notice that such fees are past due, (b) the provision of Services to Client causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates (such termination shall be effective immediately upon written notice); and (ii) Client may terminate this Agreement or any Service for any reason for its convenience upon 90 days' notice and payment of the Early Termination Fee (if applicable) and Deferred Fee (if applicable), each as set forth in the Pricing and Financial Terms appendix.

12.3. Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (**A**) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing and Financial Terms appendix as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (**B**) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are suspended or terminated pursuant to Section 12.1, 12.2, or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are suspended or terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Services shall be deemed terminated on the 31st day following suspension.

12.4. Additional Termination Provisions.

12.4.1. Additional Suspension for ADP Compliance on Demand. ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

12.4.2. Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access. ADP may terminate the Tax Locator feature of the ADP Employment Tax Services at any time by providing 30 days written notice to Client.

12.4.3. Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.4. Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

13. Transition Services

13.1. Scope. Upon expiration or termination of the Services, subject to Sections 13.2 and 13.3, ADP shall provide Client and its designee(s) with reasonable transition services ("**Transition Services**") consisting of continuation of the terminated Services and, if requested by Client and mutually agreed by the parties in writing, any additional services (including technical assistance) that will be delivered at ADP's then prevailing rates. In connection with the Transition Services, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2. Performance of Obligations. During the provision of Transition Services, ADP and Client shall continue to perform their respective obligations under this Agreement, including, with respect to ADP, the provision of ongoing Services to Client and with respect to Client, the payment of all fees for such Services specified in the Pricing and Financial Terms appendix.

13.3. Past Due Amounts. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's provision of Transition Services will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any Transition Services.

14. Additional Terms

14.1. ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1. Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.2. ADP Compliance on Demand. The following additional terms and conditions apply to ADP Compliance on Demand:

14.2.1. Compliance Assistance. Client may have access to certain human resources or compliance professionals who may, in ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP may require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as part of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

14.3. ADP Electronic I-9 Services. The following additional terms and conditions apply to the ADP Electronic I-9 Services.

14.3.1. Use of Services. Client shall, and cause the members of the Client Group, receiving the ADP Electronic I-9 Services to do the following:

14.3.1.1. Review and comply with the guidelines contained in ADP's I-9 Client Administrator's Guide, available to Client on the ADP I-9 System, and any superseding guidelines issued by ADP from time to time.

14.3.1.2. Review the U.S. Citizenship and Immigration Services ("**USCIS**") Form I-9, including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "**I-9 Handbook**"), each of which is available on the USCIS website, currently located at http://www.uscis.gov/i-9central. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required

by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.3.1.3. Client is responsible for reviewing reports available to Client on the ADP I-9 System and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Form I-9s. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.3.1.4. To the extent Client has not provided to ADP the minimally required employee data for the ADP Electronic I-9 Services through an integration with ADP or another third party product, load such data to the ADP I-9 System on no less than a monthly basis.

14.3.1.5. If Client elects to enroll in E-Verify through ADP:

14.3.1.5.1. Notify ADP (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.3.1.5.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.3.1.5.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the ADP I-9 System.

14.3.1.5.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 14.3.1.5.

14.3.1.5.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.3.1.5.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.3.2. Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Form I-9s in the ADP I-9 System for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Form I-9s to Client in accordance with ADP's current security policies.

14.4. Employment Verification Services; Employee Authorized Disclosure. The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:

14.4.1. Employment Verification Services. Client authorizes ADP and its subcontractors through which Employment Verification Services are performed ("**Verification Agents**") to disclose, on Client's behalf, employment, job and income information and Personal Data ("**Verification Data**"), to commercial, private, non-profit and governmental entities and their agents (collectively, "**Verifiers**"), who wish to obtain or verify any of Client's current or former employees and independent contractors' Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the individual's consent to such disclosure or who utilize a salary key ("Employment Verification Services"). In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the individual has applied for a benefit (such as credit, employment or social services assistance); (ii) the individual has obtained a benefit and the Verifier is seeking to (a) determine whether the individual is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the individual in connection with the benefit; or (c) the Verifier is otherwise entitled under FCRA to obtain Verification Data. In certifying they have a record of the individual's consent, Verifiers generally rely on the individual's signature on the original application as authorization for the Verifier to access the individual's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.4.1.1. Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update its system with the applicable Verification Data available on ADP's payroll processing system.

14.4.1.2. Notice to Furnishers of Information: Obligations of Furnishers of Information ("**Notice to Furnishers**"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: https://www.consumerfinance.gov/rules-policy/regulations/1022/m/. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.4.1.3. Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of these Employment Verification Services, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's current and former employees and independent contractors and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.4.2. Employee Authorized Disclosure. ADP may use or disclose Personal Data of a Client's current or former employee or independent contractor where such individual requests or consents to such use or disclosure (e.g., to verify the individual's identity in connection with a bank account application) ("Employee Authorized Disclosures").

14.4.3. Continuation of Services. Client understands and agrees that Verification Data and/or Personal Data provided by Client or its ADPs in connection with the Services may be used, subject to the terms and conditions of this, Section 14.4 to provide Employment Verification Services and, at the individual's request, Authorized Disclosures after this Agreement expires or is terminated.

14.5. Federated Single Sign On. Use of Federated Single Sign On will be subject to the terms located at https://contracts.adp.com/-/media/microsites/contracts/pdf/adp-federated-single-sign-on-v1-20250225.pdf.

14.6. ADP Marketplace and use of APIs.

14.6.1. Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.6.2. Transmitting Information to Third Parties. In the event that Client elects to use an application programming interface ("**API**") to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.6.3. Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.7. Payment Services. The following additional terms and conditions apply to the Payment Services:

14.7.1. Client Credentialing and Verification. Client understands and acknowledges that the onboarding, implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process, which may include Know Your Client (KYC) beneficial ownership verification and on-going anti-money laundering compliance related due diligence, that ADP may deem necessary or be required by law in connection with the provision of Payment Services.

14.7.2. Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.7.3. Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.7.4. Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.7.5. Recovery of Funds; Manual Checks; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.8. ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

14.8.1. Hiring Practices. Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

14.8.2. ADPs. Client shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its ADPs and such ADPs' compliance with the terms of this Agreement.

14.9. Reserved.

14.10. ADP Wage Garnishment Payment Services (US Service). The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.10.1. Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The ADP Wage Garnishment Payment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.10.2. Client's Use of Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.11. ADP Wage Payment Services. The following additional terms and conditions apply to ADP Wage Payment Services:

14.11.1. ADPCheck Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall request such stop payment within the ADP system, and ADP shall place a stop payment order in accordance with its standard operating procedures.

15. Miscellaneous

15.1. Amendment. Except as set forth in the Change Control Procedures set forth in the Pricing and Financial Terms appendix, this Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2. Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. In the event any such assignment renders the non-assigning party in violation of applicable law, the non-assigning party may terminate the Agreement upon ten (10) days advanced written notice without penalty.

15.3. Subcontracting. Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor . For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.

15.4. Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. Each of the parties to this Agreement, and any additional document, are certifying that their respective signatory(ies) is an authorized representative of such party and has the power to bind the party. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.5. No Third Party Beneficiaries. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.6. Force Majeure. Any party to this Agreement will be excused from performance of its obligations under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.7. Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.8. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.9. Severability. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to

the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.10. Relationship of the Parties. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.11. Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of law principles. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in St. Lucie County, Florida, or the United States District Court for the Southern District of Florida. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

15.13. Intentionally Omitted.

15.14. Counterparts. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.15. Notices. All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording the delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page(s) hereof or to ADP at ADP, Inc., 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to Client at Indian River State College, Attention: General Counsel, 3209 Virginia Avenue, Fort Pierce, FL, 34981; and to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at address indicated on signature page(s) above, Attention: General Counsel. The Parties may communicate via email and the applicable ADP Application Programs with respect to routine business and/or technical matters. All notices required to be sent or given under this Agreement shall be accompanied by a courtesy email copy to legal@irsc.edu.

15.16. Survival. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

15.17. ADP Insurance

15.17.1. During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

15.17.1.1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

15.17.1.2. Employer's Liability coverage with a minimum limit of $500,000 for bodily injury by accident or disease.

15.17.1.3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars ($1,000,000) per occurrence for bodily injury/property damage and one million dollars ($1,000,000) for personal injury and products/completed operations.

15.17.1.4. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars ($1,000,000) for bodily injury and property damage.

15.17.1.5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars ($2,000,000) coverage in excess of the coverage as set forth in items 15.17.1.2, 15.17.1.3, and 15.17.1.4 above.

15.17.1.6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars ($10,000,000).

15.17.1.7. Errors & Omissions coverage (including Cyber Liability) in the amount of ten million dollars ($10,000,000).

15.17.2. Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

15.17.3. ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP will use reasonable efforts to give thirty days' notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above. The certificates of insurance shall name The District Board of Trustees of Indian River State College at 3209 Virginia Avenue, Fort Pierce, FL 34981-5596 as an additional insured on ADP's Commercial General Liability and Business Automobile Liability policies.

15.17.4. Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time.

15.17.5. This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.

Exhibit A
PUBLIC ENTITY TERMS ADDENDUM

This addendum ("**Addendum**") amends the ADP Global Master Terms and Conditions to which it is attached, and any other terms, conditions, or obligations incorporated into the Agreement (collectively, "**Agreement**"). All references to "vendor," means ADP, all references to "client" means Indian River State College. This Addendum is incorporated in and made part of the Agreement. All other terms of the Agreement remain unchanged.

1. Indemnity, Sovereign Immunity, and Release of Claims.

Any provision in the Agreement stating that the Client will indemnify, defend, or hold harmless ADP for any liability or claim whatsoever is stricken. Any provision in the Agreement stating that the Client waives, releases, or relinquishes whatsoever claims or rights based on default, damage, or harm by ADP is stricken.

Nothing in the Agreement shall be construed or interpreted to be a waiver of the Client's sovereign immunity or of the application of § 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, or other protections afforded to the Client. Nothing in the Agreement shall be construed as consent by the Client to be sued by third parties in any matter arising out of or related to this or any other agreement.

2. Compliance with Laws and Verification of Employment Status.

ADP agrees to comply with the provisions of § 448.095, Florida Statutes to the extent applicable to ADP. ADP and its subcontractors, if any, will register with and use the E-Verify system to verify the work authorization status of all newly hired employees. To the extent required by law, ADP will provide appropriate evidence of enrollment to College. To the extent required by § 448.095, Florida Statutes, ADP will require subcontractors, if any, to provide ADP with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. ADP will maintain a copy of such affidavits for the duration of its contract with the Client. College, ADP, and subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated § 448.09(1), Florida Statutes, shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. To the extent required by law, ADP will be liable for any additional cost or expense incurred by the Client because of such termination of a contract. If the Client has a good faith belief that a subcontractor knowingly violated this section, but ADP otherwise complied with the relevant law, the Client will promptly notify ADP and direct ADP to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. To the extent required by law, ADP will be liable for any additional costs or expenses incurred by the Client because of such termination of a contract.

3. Funding

If the Agreement includes time from more than one fiscal year or a period in which the Client's budget has not been approved, the Client's performance and obligation to pay under the Agreement are contingent upon an annual appropriation by the Florida Legislature and approval of the Client's annually adopted budget. Should funding be discontinued or reduced, this Agreement will be terminated or amended, as appropriate. In such an event, ADP shall be compensated for work or services satisfactorily completed prior to termination or amendment of the Agreement.

4. Social, Political, and Ideological Interests

The Client has not considered in entering this Agreement the ADP's social, political, or ideological interests nor given a ADP a preference based on the foregoing. This Agreement is made in compliance with § 287.05701, Florida Statutes.

5. Attorney's Fees and Costs

Each party shall be responsible for its own attorneys' fees and costs in the event of a dispute arising from this Agreement except if a court or other judicial body awards fees or costs in accordance with § 57.105, Florida Statutes (sanctions for raising unsupported claims or defenses).

6. ADP Personnel.

ADP shall always be responsible for its own employment program of its employees, agents, and contractors (collectively, its "personnel"), including, but not limited to, payment of all compensation, benefits, and taxes relating to such personnel, workers' compensation and disability insurance, hiring, screening, removal, termination, and performance evaluation. At no time shall personnel of ADP be considered an employee or agent of the Client. Any personnel assigned by ADP to complete work shall at all times be the employees or contractors of ADP, and ADP shall be solely responsible for the supervision, daily direction, and control of such personnel. ADP shall have the right to remove, reassign, or take any other employment-related action with respect to any of its personnel providing services. Likewise, the Client may reasonably request, and ADP shall comply with the Client's request, to remove or reassign any of the ADP personnel from providing services on

Client property. In the event of such removal or reassignment, ADP will furnish a replacement at its sole cost and expense. Replacement personnel furnished by ADP must have similar experience and expertise to the personnel removed or reassigned, which shall be at least such experience and expertise required to satisfactorily complete the work required. Replacement personnel must be satisfactory to the Client, and acceptance of the replacement personnel by the Client shall not unreasonably be withheld.



Pricing and Financial Terms

I.

Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

One-Time Implementation Fees $150,000.00
Lyric Bundle with Workforce Manager

Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
Lyric HCM Services					
Total	**1,650**	**$27.78**	**PEPM**	**$550,044.00**	**Approved Countries: United States**
Managed Services - Full					Includes Managed TLM
MyLife Advisors for Managed Services					
Payroll					Includes: Employment Tax Services (federal, state and local jurisdictional fees), ADP GL, FSSO, Split Wrap, Recognition, Wage Payment Services, Wage Garnishments Payment Services
HR					New Hire Reporting, EEO, VETS and OHSA Reporting
Enhanced Workflows					
Onboarding					
Career Profile					
Analytics					
Market and People Insights					
ADP Electronic I-9 Service					
Document Cloud					
Employment Verification Services-Includes Social Services Verification					
Voice of the Employee					Employee Surveys and Broadcast Notifications.
Application Program Interface Central (API)					
Performance					
Compensation Planning					
Succession					

Ongoing Service Fees	Units Assumed	Rate	Frequency	Estimated Annual Cost	Based On
StandOut					
Recruiting					Includes Recruiting Embedded Intelligence
Learning					
Premium Learning Content					
Additional Ongoing Services					
Wisely Pay By ADP	1	$0.00	per transaction	$0.00	Card issuance
Year End Forms, W2s or 1099s	1,650	$4.50	per form	$7,425.00	
Time & Attendance Services- ADP Workforce Manager					
Total				**$71,524.68**	
ADP Workforce Manager					
Hourly Timekeeping	803	$4.49	PUPM	$43,265.64	
Salaried Timekeeping	613	$3.19	PUPM	$23,465.64	
Compliance On Demand	1,416	$0.00	PUPM	$0.00	
Accruals	765	$0.33	PUPM	$3,029.40	
Analytics	1,416	$0.00	PUPM	$0.00	
Subscription Timeclocks and Other Devices					
Total Ongoing Service Fees				**$627,229.68**	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

- "PEPM" means per employee per month.
- Fees are subject to a 1,650 employee minimum per month.
- "PUPM" means per user per month.

II. Additional Services

Subject to Section IV.J (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES				
Payroll Processing				
Pays/ Distribution	ADPCheck Early Check Cashing Fee	$35.00	Per transaction	
	Stop Payments, Void, Cancelled Check or Direct Deposits	$12.00	Per occurrence	
	Manual Payment Transactions (Manual Checks) beyond 91 manual payments per year	$30.00	Per addl manual pymt	Additional manual payment transactions whether by check, pay card or other payment means are subject to the additional fee
	Unscheduled Off-Cycle Payroll Run	$1,500.00	Per addl run	
	Adjustment or Stock Processing	$500.00	Per addl run	
	Reverse Wire Fees	Included	Per wire	Funding must remain Reverse Wire or applicable fees of $35.00 per Wire will apply
ADP Wage Garnishment Services	Garnishment Event Processing (beyond 336 garnishment events per year)	$15.00	Per addl garnishment event	Garnishment events may include new orders, amendments, releases, notifications for leave of absence and termination, not on file, reoccurring answers, and final answers

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Live Check and Pay Statement Delivery Options	Direct Mail Services	First Class Postage plus $0.15	Per item	
	Third Party Courier-Shipping Fee	Prevailing Rates	Per package	
	Handling Fee	$3.00	Per package	Charge for each package that is shipped via a courier with client shipping number.
ADP Employment Tax Services				
State/Local Fees	Tax Jurisdictions in Applied For Status	$150.00	Per occurrence	Per state per month
	State & Local Tax Jurisdictions Filed Monthly (beyond 6 jurisdictions per month)	$10.00	Per addl jurisdiction filing per month	Assumes 5 State and 0 Local tax jurisdiction filings for all FEINs; each additional state or local jurisdiction filing will be subject to the additional fee
	Tax Registration Services	$150.00	Per transaction	Per Tax ID Applied For
Adjustments	Prior Quarter Payroll Adjustment Surcharge	$75.00	Per occurrence	Amended Return Fees may also apply
Amendments	Amended Return	$250.00	Per occurrence	Applies to all Federal, State, Local, SIT, SUI returns - prepared by Client
SSN Changes	Social Security Number Change	$100.00	Per occurrence	Applies to SUI, State and Local Reconciliations
Exceptions	Exception Return	$200.00	per exception	Applies to: - Federal 941, 942, 944, 945, 1086, W-3C - FUTA, SIT and SUI - CA - NJ SIT/SUI - State Recon and State 1096 - Local, Local Recon and Local 1096

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Client Practitioners	Client Named Contacts (beyond 5 named contacts)	$0.37 PEPM	Per Addl named contacts	Number of Client named contacts who may contact the ADP Tier 2 Payroll Administration team
MYLIFE ADVISORS CENTER SUPPORT				
Knowledge Base & Inquiry Management Tools	Client Practitioners with Access to View Knowledge Base Content, Submit Inquiries, and View Inquiry Status (beyond 4 licenses)	$125.00	Per license	Licenses in excess of the included volume may be subject to the additional fee as specified in the "Fees" column. For the avoidance of doubt, no additional fees will be payable by Client for any licenses required by ADP personnel for ADP's performance of the Services.
Learning				
Content Consultations	Annual Learning Strategy Consulting Support	$300.00	Per month	Includes 16 hours Per Calendar Year. Annual partnership supporting goal setting learning objectives, content curation, learning strategy, content structure, adoption analysis, learning campaign support, optimization, and more.
ADP Electronic I-9 Services				
Other	I-9 Paper Conversion	$7.50	Per form	if Client requests ADP to convert paper Forms I-9 to electronic format (Form I-9 Manual Conversion process), Client shall upload legible images of the Forms I-9 into ADP eI-9 using the Form I-9 Conversion Process and ADP will enter the Form data into the ADP eI-9 System. This will result in actionable, electronic records in the ADP eI-9 system.
Optional Consulting for API Central				
Consulting	Consulting for ADP Application Program Interface (API)	$250.00	Per hour	Up to 16 hours

Category	Item Description	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
Change Control				
Change Control Services/Implementation	Standard Change Control Rate	$200.00	Per Hour	

III. Assumptions

The fees in this Appendix are based on the assumptions below and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Based on
VOLUME ASSUMPTIONS			
Implementation Services			
Data Conversion	Initial Data Conversion		ADP will provide data conversion, loading and validation services to migrate all relevant data including but not limited to HR, payroll, and tax data from current system of record, including employee level balances and control totals for mid-year conversions.Subject to signed Professional Services SOW provided, Professional Services of ADP will consolidate all necessary data in an ADP-defined format and agree to provide support for the data conversion effort and assist with the validation of the data process..
	Historical Data Load	7 Years	From legacy HR and Payroll System for Active and Termed Employees. Data History for Associate Details, Worker Status, Compensation, Work Data(Position, job) and Paycheck Details. (Does not include documents)
	Recruiting	Included	Active Candidate and Job Requisition records will be migrated.
	I-9 Form Conversion	1,650	Includes conversion of existing I-9 forms for all active employees during Implementation.
Initial System Configuration	Custom 3rd party file based integration feeds	38	Data must be available in the ADP System of Record and/or made available by appropriate client vendor.
Validation	Parallel Testing	2	Client will perform up to two consecutive successful full parallel tests, which assume end to end testing of employee populations, processes, and interfaces. Client will be responsible for data integrity and will perform data cleansing prior to each conversion with a final signoff prior to go live.
Reporting	Custom Reports	15	Implementation will create up to 15 custom reports. These are in addition to the 80+ standard reports. Client has ability to create additional reports.
Content Curation Service	Learning Coaching/Education	*4 hours included	*Consist of the following: 1) A 30 minute high level discovery session 2) 2.5 hours of customized content curation 3) A 1 hour content and implementation. ADP will provide Client a

Category	Item Description	Units Included in Fees	Based on
			report that documents: 1) The agreed-upon content recommendations arrived at in connection with the Content Consulting Services 2) Alignment between the recommendations and Client's stated learning goals.
Ongoing Operational Services			
Client Practitioners	Client Named Contacts	10	Includes up to 10 Client Named Contacts who may contact a Business Unit Support Team. Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day to day support
Support	Support Hours of Operations	Included	Unless otherwise noted, hours of operations will be Monday through Friday 8AM - 8PM EST, excluding ADP holidays and provided in English Only.
Time and Labor Management - ADP Workforce Manager	Implementation and Operations Support	Included	All Workforce Manager support including documentation, training materials, tools, and communications is provided in English only. Maintenance windows are currently 12:01 am - 6:00 am EST. Hardware RMA process will be handled in the US.
Billing Assumptions			
Billing Activation	ADP Lyric HCM Services	PEPM	Per employee per month is based on all non-terminated employees with an ADP Lyric payroll profile. Any terminated employee, paid at least once, will be billed separately. Billing shall commence when the HCM services is available for use and will invoice in arrears the following month.
	ADP Lyric HCM for Non-Paid Employees	PEPM	ADP will bill a separate fee for all non-terminated employees that do not have a Lyric payroll profile. Any non-terminated employees outside the US will be billed as global system of record employees
	Time & Attendance - ADP Workforce Manager	PUPM	Per user per month is based on all non-terminated lives in the Time Module including managers/ supervisors that need to approve timecards. Billing for add-on modules will include counts based on those lives specifically added and maintained by the practitioner. Services will begin billing on the date Workforce Manager is available for use by Client in a production environment.
Funding Requirement	ADP Reverse Wire	Included	Includes ADP Employment Tax Services, ADP Wage Payment Services, ADP Wage Garnishment Services

Category	Item Description	Units Included in Fees	Based on
MyLife Advisors Service Center			
Contacts	Contacts PEPY	2 contacts per EE per year	

IV. Financial Terms

A. **Initial Term**: The Initial Term will expire on the fifth anniversary of Go-Live Date.

B. **Client Group and Approved Countries**: The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States, and any Affiliates (if applicable) as may be agreed to by the parties.

C. **Implementation**: The following fees ("Implementation Fees") are due and payable by Client as follows:

1) Implementation Fees will be billed in three equal installments based completion of the following milestones: Project Kick-off meeting, completion of the "design and build" and when ADP Lyric HCM is available for Client to use in a production environment.

D. **Invoicing**:

1) Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.

2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client.

E. **Currency**: All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

F. **Taxes**: Client's tax exemption certificate is available upon ADP request. Client will not pay any tax, fee, assessment, or charge from which it is exempt.

G. **Early Termination Fee**: In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services in whole or in part for convenience:

1) If termination occurs prior to the Go-Live Date for the applicable Services, then with respect to such Services, Client will pay ADP for the Implementation Services performed prior to termination at ADP's Standard Change Control rate set forth in Section II (Additional Services) and reimburse ADP for any license fees and other costs incurred by ADP in connection with the Implementation Services only to the extent said license fees and other costs incurred cannot be terminated and refunded.

2) If termination occurs after the Go-Live Date for the applicable Service, During the first year of the Intial term the Client will pay ADP a one-time payment equal to 50% of A) number of months remaining in the Initial Term at the effective date of termination multiplied by B) average monthly fees payable for the Services being terminated. , In year 2 of the Intial term the Client will pay ADP a one-time payment equal to 40% and in years 3-5 of the Initial Term the Client will pay ADP a one-time payment equal to 30% of A) number of months remaining in the Initial Term at

the effective date of termination multiplied by B) average monthly fees payable for the Services being terminate .If monthly fees for Services have not been payable at the time of termination, the average monthly fees shall be equal to the estimated monthly fees that would have been payable under the Agreement.

H. **Postage, Shipping, Travel and other Out-of-Pocket Expenses:** ADP will invoice Client for postage charges, delivery charges, other third party charges incurred on behalf of Client, and reasonable pre-approved travel expenses and out-of-pocket expenses

I. **Funding Requirements and Disbursement Disclosure:**

a) For ADP Employment Tax Services, Client will provide:

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date

b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

A. What: All net pay funding (other than for Payroll Cards)
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date

B. What: Net pay funding for Payroll Cards
- Method: Issuing Bank establishes method of delivery
- Timing: Issuing Bank establishes the deadline

c) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

J. **Fee Adjustments**:

1) The fees set forth in this Appendix will remain fixed for one year following the date of the first invoice issued for the ongoing Services provided in this Agreement. During the remainder of the Initial Term, ADP will increase fees on an annual basis based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics plus 2% not to exceed 3%. After the Initial Term, upon 30 day's prior writtine notice ADP I will increase fees on annual basis for the first 2 renewal years not to exceed 6%. .

K. **Change Control**:

1) **Change Control Policy** ADP will manage changes to the scope of Services (including Implementation Services) (each a "**Change Control Item**") via its change control process. The parties will agree to any Change Control Items and associated fees (if any); provided, however, ADP will make any Change Control Items required (i) by Applicable Law or (ii) to extend Implementation Services (each of (i) and (ii) a "**Required Change Control Item**"). However, Client and ADP must agree upon any fee for a Required Change Control Item, such agreement not to be unreasonably withheld.

2) **Change Control Procedures.** Before starting work on a Change Control Item, ADP will deliver to Client a notice (a "**Change Control Notice**") providing: (**i**) the details of the Change Control Item, (**ii**) the impact of the Change Control Item may have on the Services, including any change to completion dates, (**iii**) estimates of the time, materials, and aggregate costs for the Change Control Item, and (**iv**) whether the Change Control Item is a Required Change Control Item. If the change is a Required Change Control Item, ADP will promptly start work on the Required Change Control Item. For a normal Change Control Items, Client must approve or reject the Change Control Item in writing within five Business Days of receipt of the Change Control Notice, and a lack of response will be treated as a rejection . If Client rejects a Change Control Item, ADP may continue performing the Services without implementing the Change Control Item or it may dispute the rejection.

3) **Change Control Dispute Resolution.** If either party disputes that an event, requirement, measure, or deliverable is subject to the change control procedures, ADP and Client will make a good faith effort to resolve the dispute within five Business Days of the occurrence of the dispute. If the dispute still exists, ADP will summarize the dispute in writing and escalate it to an ADP senior executive and a Client senior executive, in each case, not directly involved in the project/or day to day service operation subject to the dispute. The executives will make a good faith attempt to resolve the dispute within five Business Days of the escalation. If the dispute still exists after the escalation, either party may elect to resolve the dispute via non-binding mediation as soon as practicable by a third-party mediator knowledgeable in the business process outsourcing services industry and reasonably acceptable to both ADP and Client. The cost of the mediation will be shared equally by ADP and Client.

4) The standard hourly rate for a Change Control Item is $200.00; provided, however, that ADP may increase that rate as follows:
   (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;
   (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.

V. Service Specific Financial Terms

A. StandOut

1) **Reschedule/Cancellation of Coaching Sessions.** All Coaching sessions must be used within twelve (12) months of the Go-Live Date. Coaching sessions rescheduled or cancelled by Client with less than twenty-four (24) hours' notice are subject to a $200 fee.

2) **Late Start of Coaching Sessions.** Failure to join a coaching session at the scheduled time does not impact the session end time. The call will end at its regularly scheduled time and will be considered a completed session.

3) **Reschedule/Cancellation of Private Workshops and Keynotes.** All private workshop and keynote fees are refundable if Client provides at least 21 calendar days' notice before the scheduled workshop. However, rescheduling or cancelling private workshops with less notice are subject to the following:
   - 50% of fees will be charged if Client provides at least 14 calendar days' notice before the scheduled workshop or keynote.
   - All fees will be charged if Client provides less than 14 calendar days' notice before the scheduled workshop or keynote.

   Any such fees may not be used to offset future fees charged by ADP.

Cancellation of Public Workshops. ADP may cancel a public workshop for any reason up to 15 days prior to the scheduled public workshop date, and Client will receive a full refund of any fees paid.

V. Service Specific Financial Terms

A. Interface Matrix

ADP will create the custom interfaces and reports listed in the matrix below. In addition to the custom reports in the matrix, ADP will also make available to Client any standard reports then available through the ADP Application Programs.

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
1	Manual Check Positive Pay File	PR/HR	Report	Lyric HCM	Client Bank	Daily		• Listing of manual checks to provide positive pay information to Client's bank • Design, programming, and testing for one bank is assumed
2	Miscellaneous Deduction Data Import	PR/HR	Import	Client	Lyric HCM	TBD		• The ADP standard import data bridge will be provided to maintain employee deductions in the ADP payroll system • Client or Client's third party will determine the deduction amount and perform any needed goal processing
3	Timesheet Data Inbound	PR/HR	EPIP	Client	Lyric HCM	EPR		• Inbound file will contain employee timesheet data to execute payroll • Assumes 1 file submission • File will be in comma separated value (CSV) format in ADP specified layout • Client to deliver EPIP files to ADP's secure FTP site
4	ADPR Report Pack (for development of Client-specific ad hoc reports during implementation)	PR/HR	Report	Lyric HCM	Client	On Demand		• Allocation of 100 hours for ADP to create custom reports in ADPReporting ("ADPR") based on Client requirements • The complexity of report usually requires 5 or more tables, has 2 or more custom joins, up to 60 fields, more than 5 derived fields, and more than 2 advanced derived fields or groupings • This is a full file; ADPR cannot identify data changes • Report will not perform more than one select or complex calculations; have fewer than 100 fields and fewer than 40,000 records selected (to avoid performance issues) • Report output can be in HTML, Excel, comma delimited (CSV), PDF, plain text, or XML • Report can use client entered prompt values and can sort the data in a specific order, if desired

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
5	Active Directory Outbound	PR/HR	Report	Lyric HCM	Client	Daily		• An outbound file will be provided to send employee demographic data • The outbound file can be created in HTML, Excel, CSV comma delimited, PDF, plain text or XML and will be produced delimited or fixed length fields
6	Manual Payments via Direct Deposit	PR/HR	Report	Lyric HCM	Client Bank	Daily		• An outbound file will be provided to send employee payments to Client's bank to facilitate manual payments via direct deposit
7	Multiple Worksite Report Outbound	PR/HR	Report	Autopay	Client	On Demand		• An outbound file will be provided to send employee and payroll information (year-to-date and current) for Client's multiple work site reporting
8	Workers' Compensation Report Outbound	PR/HR	Report	Lyric HCM	Client	On Demand		• An outbound file will be provided to send employee demographic data • The outbound file can be created in HTML, Excel, CSV comma delimited, PDF, plain text or XML and will be produced delimited or fixed length fields
9	Eligible Hours Lookback for Statutory Leave or PTO (PNN66DRV)	PR/HR	Process	Autopay	Autopay	TBD		• A custom process will be configured within the ADP payroll system to calculate statutory leave or paid-time-off (PTO)
10	IRSC EIB FBMC Open Enrollment File	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
11	IRSC EIB INT013 FBMC Eligibility and Enrollment	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
12	IRSC EIB INT027 FBMC Payroll Actuals	PR/HR	Outbound	Lyric HCM	FBMC Benefits Management, Inc.	Daily		
13	IRSC INT014 TIAA-CREF Retirement Plan	PR/HR	Outbound	Lyric HCM	TIAA-CREF	EPR		



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
14	IRSC INT014 TIAA-CREF Retirement Plan	PR/HR	Inbound	TIAA-CREF	Lyric HCM	EPR		
15	PeopleFirst inbound BN02	PR/HR	Inbound	Peolple First	Lyric HCM	Daily		
16	PeopleFirst Inbound PRI458	PR/HR	Inbound	PeopleFirst	Lyric HCM	Daily		
17	PeopleFirst outbound BN01	PR/HR	Outbound	Lyric HCM	PeopleFirst	Daily		
18	TSIG/FPS Retirement	PR/HR	Outbound	Lyric HCM	TSIG/FRS	EPR		403b/457 withheld
19	Capital Retirement	PR/HR	Outbound	Lyric HCM	Capital	EPR		403b/457 withheld
20	Corebridge Retirement	PR/HR	Outbound	Lyric HCM	Corebridge	EPR		403b/457 withheld
21	Reliance Life	PR/HR	Outbound	Lyric HCM	Reliance	EPR		Life Insurance
22	Percipo LMS Outbound	PR/HR	Outbound	Lyric HCM	Percipo LMS	EPR		LMS demographic data
23	Percipo LMS Inbound	PR/HR	Inbound	Percipo LMS	Lyric HCM	Daily		LMS licence/certification inbound
24	FRS Florida Retirement System	PR/HR	Inbound	FRS	Lyric HCM	TBD		
25	Gallager Liability Data	PR/HR	Inbound	Gallager	Lyric HCM	TBD		
26	FRS Florida Retirement System	PR/HR	Outbound	Lyric HCM	FRS	TBD		
27	Gallager Liability Data	PR/HR	Outbound	Lyric HCM	Gallager	TBD		
28	Reliane EAP	PR/HR	Outbound	Lyric HCM	Reliance	TBD		Demograhic data needed for employee assistance program

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
29	Reliance LTD	PR/HR	Outbound	Lyric HCM	Reliance			Data needed for Long Term Disability
30	Working Assistance outbound	PR/HR	Outbound	Lyric HCM	Working Advantage			Employee demographics to working advantage, employee discounts program
31	Pioneer Perks	PR/HR	Outbound	Lyric HCM	Pioneer Perks			
32	TSA consulting Group	PR/HR	Outbound	Lyric HCM	TSA consulting group			403b outbound
33	Florida Department of Law Enforcement background check	PR/HR	Outbound	Lyric HCM	FDLE			background checks
34	FDLE Information Notification System	PR/HR	Outbound	Lyric HCM	FDLE			background checks
35	LabCorp	PR/HR	Outbound	Lyric HCM	Labcorp			drug screening
36	American Medical Review officer	PR/HR	Outbound	Lyric HCM	AMRO			final results of drug screening
37	Clearning House	PR/HR	Outbound	Lyric HCM	ClearningHouse			Charter School Background check
38	Florida Department of Commerce	PR/HR	Outbound	Lyric HCM	FDoC			Unemployment
39	Banner Inbound	PR/HR	Inbound	Banner	Lyric	Daily		Banner Inbound
40	Banner Outbound	PR/HR	Outbound	Lyric	Banner	Daily		Banner Outbound
41	Security Outbound	PR/HR	Outbound	Lyric	Security System	Daily		
42	PeopleFirst outbound BN01	PR/HR	Outbound	Lyric	PeopleFirst	Daily		
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Service Definitions
(COS)

This Service Definition documents the Services to be provided and each party's responsibilities related to the delivery and receipt of the Services. The responsibilities are identified as those of ADP, Client, or a third party acting on behalf of Client. In regard to Client responsibilities, the Client retained team is primarily responsible for supporting ongoing processes, managing Client third-party vendors, conducting strategic planning, developing and maintaining Client policies, and assisting ADP in resolving issues escalated by ADP service personnel, such as issues that require Client policy interpretation and/or previous Client history unknown to ADP. Note that the term "practitioner" refers to administrative access to ADP tools for use by ADP associates on behalf of Client, the Client retained team, and Client HR administrators. "Practitioner" specifically does not refer to general access for Client employees or Client managers. In addition, all Services will be provided in accordance with standard ADP processes and methodologies.

Overview: Comprehensive Outsourcing Services		**Responsibility**			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
A.1.	**Overview**				
A.1.1.	Provide systems and services to Client as further set forth in this Service Definition	X			
A.1.2.	Retain a team and other needed resources to address Client's strategic issues and other items specifically highlighted as Client responsibilities within this matrix, as well as any other items outside the scope of this matrix		X		
A.2.	**Account Governance and Escalation**				
A.2.1.	Establish and support team members with responsibilities defined in this Section to maintain ongoing working relationship between ADP and Client	X	X		
A.2.2.	***ADP Governance Team***				
A.2.2.1.	Manage ADP-Client overall relationship from ADP's perspective and oversee delivery of Services, as follows: • Monitor compliance with service levels and other contractual commitments related to the Services • Identify and facilitate prompt resolution of service delivery issues • Act as primary point of contact for Client • Prepare and deliver quarterly executive performance report which includes a summary of ADP performance against its obligations • Make training recommendations to Client • Act as point of escalation for ADP service areas, as needed; escalate issues not otherwise resolved that will impact ADP-Client relationship or will prevent ADP from delivering services in accordance with mutually agreed escalation path • Work with Client to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work with Client executives to align delivery of ADP services with strategic needs of Client, including informing Client of new ADP capabilities and developments by and within ADP organization • Manage change control and ongoing issues logs and status reporting; facilitate regular meetings with Client to review status of these items	X			

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
A.2.3.	***Client Governance***				
A.2.3.1.	Manage ADP-Client relationship from Client's perspective and oversee Client deliverables related to Services, as follows: • Monitor Client compliance with contractual commitments related to the Services • Provide day-to-day support to ADP, including identifying and facilitating prompt resolution of service delivery issues related to Client deliverables and assisting ADP in resolving other issues as necessary • Escalate issues not otherwise resolved that will impact ADP/Client relationship or will prevent ADP from delivering services in accordance with a mutually agreed escalation path • Work with ADP to establish, manage, and meet commitments, requirements, and expectations of both Client and ADP • Work to align delivery of ADP services with the strategic needs of the Client, including informing ADP of Client corporate developments that may impact the Services • Respond and assist in the resolution of items identified in the ongoing issues log and status reporting		X		
A.3.	**Tier 0: Self Service**				
A.3.1.	Host and maintain ADP Application Program; provide application access and functionality related to the Services	X			NOTE: ADP will enable Client employees and managers federated single sign-on access to ADP Application Program after logging on to Client's portal
A.3.2.	Communicate to Client employees and managers how to access and use ADP Application Program, including Knowledge Base and Inquiry Self Service, as primary point of service for self-administering and/or inquiries regarding the Services based on standard materials provided by ADP		X		
A.3.3.	***Online Content Management***				
A.3.3.1.	Provide Client Content to ADP in electronic file format or as otherwise mutually agreed		X		
A.3.3.2.	Post Client Content to ADP Application Program as directed by Client	X			

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.3.4.	***Knowledge Base Self Service***				
A.3.4.1.	Provide access to Client Knowledge Base for employees and practitioners to search Client policy, procedure, and forms information specific to individual employee role and division/location within Client organization	X			NOTES: • Employees will view only content relevant to their employee group which will be jointly determined by Client and ADP during Knowledge Base analysis using pre-defined, standard HRMS data elements • If Client third party administrator is involved, additional analysis will be required and additional charges may apply
A.3.4.2.	Request corrections to Client Knowledge Base in the event an inaccuracy is noted		X		NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process
A.3.4.3.	Update Client Knowledge Base as requested per previous section; respond to Client employee and practitioner requests for assistance as defined in "Tier 1: Inquiry Management" section below	X			
A.3.5.	***Inquiry Self Service***				
A.3.5.1.	Enable Client employees and practitioners to submit, view, modify, and track status of applicable inquiries	X			
A.3.6.	***Configuration and Table Modifications***				
A.3.6.1.	Request changes (as needed) to ADP Application Program configuration and/or tables via standard Change Control process		X		
A.3.6.2.	Process Change Requests and make agreed upon changes	X			
A.3.6.3.	Maintain ADP Application Program role-based profiles, content, and instructions regarding transactions; modify workflow definitions as needed, including e-mail notifications	X			
A.3.6.4.	Approve configuration and/or table changes prior to migration to production environment		X		

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.4.	**Mobile Solutions**				
A.4.1.	Provide encrypted mobile self service access to HR and payroll-related data to enable Client employees to: • Login and establish secured, authenticated application sessions • View pay statements (up to rolling 3 years), including the ability to toggle between net pay and gross pay year-to-date • Access W-2 information • Access Garnishment information • View paycard balances and recent transactions, and locate surcharge-free ATMs within close proximity • Clock in, clock out, indicate a late arrival, and review timesheets • View time off balances, and submit and view time off requests	X			NOTE: Client employees are able to access the mobile solutions app by either using a browser on their device or downloading the app to their mobile device
A.5.	**Tier 1: Inquiry Management**				
A.5.1.	Maintain Client-unique toll-free number to access the MyLife Advisors Service Center; provide menu-driven call router from Client toll-free number for Client inquiries regarding policies, administrative rules, processing mechanics (e.g., access to and use of portal, self service, and forms), and data accuracy	X			• NOTES: • Call router is available 7 days per week; 24 hours per day except for scheduled maintenance and will also include routing of calls to third party numbers • Support provided in English & Spanish • Support for hearing impaired callers is handled via Video Relay Service
A.5.2.	Respond to Client inquiries during the hours defined in this Service Definition; transfer callers to Client third parties as appropriate	X			
A.5.3.	Manage, track, and retain each Client employee, manager, and practitioner contact within ADP online inquiry management system; coordinate issue determination and resolution, including coordination with Client third-party vendors as needed	X			NOTE: The available hours of operation for Tier 1 support are Monday through Friday (excluding holidays*), 8:00 a.m. – 8:00 p.m. Eastern Time * U.S. holidays are New Year's Day, Memorial Day, Juneteenth, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day
A.5.4.	Assist in resolving issues requiring Client-specific knowledge or escalation (e.g., Client policy interpretation, involving matters unknown to ADP)		X		

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
A.5.5.	Respond to Client personnel requests for assistance with log-on process, password resets, basic troubleshooting, and system navigation; respond to policy-related inquiries provided such policy is documented in Client Knowledge Base; refer to Client retained team any policy-related inquiries not documented in Client Knowledge Base and/or requiring secondary verification	X			
A.5.6.	Provide updates to Knowledge Base content related to Client policy detail, documentation, and guidelines to enable ADP to support Client personnel inquiries; respond to any policy-related inquiries escalated by ADP		X		NOTE: Client will provide a single point of contact for all Knowledge Base content review and approval, and that contact will manage Client internal review and approval process
A.5.7.	***Inquiry Response Quality Monitoring***				
A.5.7.1.	Record, analyze, and report the MyLife Advisors Service Center statistics to Client on a monthly basis (e.g., call volumes and duration, issue trends, abandon rate and wait times, first call resolution rate, and average issue resolution time)	X			NOTE: ADP also monitors and evaluates MyLife Advisors responses to Client inquiries
A.5.8.	***Document Maintenance and Retrieval***				
A.5.8.1.	Enable Client to utilize tool within ADP Application Program (ADP Document Cloud) to upload, access, and export documents related to employee HR files	X			
A.5.8.2.	Update security configuration for ADP Document Cloud as requested by Client	X			
A.5.8.3.	As desired by the Client, utilize ADP Document Cloud to attach, maintain, and retrieve documents for employee HR files		X		
A.5.8.4.	Image and upload to ADP case management system paper forms and faxes sent to ADP by Client employees, managers, and practitioners related to actionable requests	X			
A.5.8.5.	Retrieve document images requested by Client employees, managers, and practitioners that are not otherwise available to requestors via self-service	X			NOTE: May be subject to Change Control
A.6.	**Tier 2: Service Team**				
A.6.1.	Coordinate delivery of Services on an ongoing basis, including managing team responsible for day-to-day processing activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical events during the year (e.g., year-end processing for payroll)	X			NOTE: Standard availability of ADP Tier 2 resources is outlined in Client Contact Matrix
A.7.	**Tier 3: Client Retained Team**				
A.7.1.	Support ongoing processes, including managing team responsible for day to day activities, assist in resolving issues, manage Client third-party vendors, conduct strategic planning, and develop Client policies		X		

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.8.	**Continuous Process Improvement**				
A.8.1.	Identify potential areas for process and service-related improvement and periodically discuss such opportunities with the Client	X			
A.9.	**Application Hosting**				
A.9.1.	Install, configure, maintain, and support Hosted Environment (and applicable software to support the applicable Services); provide connectivity between ADP network sites and Client work facilities; manage and operate hardware needed to support ADP-provided applications	X			
A.9.2.	Maintain connectivity between Client sites and ADP-provided applications via the Internet		X		
A.9.3.	Monitor and manage Hosted Environment security including physical security, logical security (firewalls, encryption, and password access control), and intrusion detection consistent with ADP's security program	X			
A.9.4.	Maintain one (1) test and one (1) production instance of Client database	X			
A.9.5.	Host ADP Application Program with capacity to maintain online data access for current pay period year-to-date information, current year plus three (3) years of check history, and all HR demographic data	X			NOTE: Labor to convert, load, and retrieve history is subject to Change Control
A.9.6.	Provide software support for interfaces identified in Pricing and Financial Terms; set-up, configure, and support corresponding transmissions to and from Client and/or Client third party vendors	X			
A.9.7.	Run weekly process to automatically delete reports, output files, and input files not recently accessed by Client	X			
A.9.8.	***System Modification Bids***				
A.9.8.1.	Notify ADP of desired system modification providing detailed specifications including desired outcome		X		
A.9.8.2.	Review requested modification to assess ADP work effort required to produce quote (quotes requiring more than 2 hours to prepare are subject to formal detailed analysis)	X			• NOTES: • Quotes provided without detailed analysis are high level estimates only and are not binding • Preparation of a formal detailed analysis is subject to Change Control.
A.10.	**ADP Marketplace Developer Tools and Support**				
A.10.1.	Provide access to certain Client data stored in ADP systems via standard Application Programming Interfaces (APIs)	X			
A.10.2.	Access certain Client data via ADP standard APIs; authorize Client third party access as desired		X	X	

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
A.10.3.	Provide catalog of standard ADP APIs including user documentation, sample code, and testing "sandbox;" provide online forum to discuss standard ADP APIs; moderate and respond to questions	X			
A.10.4.	Access and test standard ADP APIs; build and maintain new applications (apps)		X	X	
A.10.5.	Track and respond to developer inquiries regarding ADP-developed APIs related to available/unavailable tables, fields, and data	X			NOTE: ADP does not troubleshoot issues related to Client-developed apps
A.10.6.	***Marketplace Apps***				
A.10.6.1.	Provide online, on-demand store for Client to access APIs related to ADP products	X			
A.10.6.2.	Access ADP Marketplace to purchase apps		X		
A.11.	**Integration Management**				
A.11.1.	Maintain integrations as listed in Pricing and Financial Terms; manage import and export of data into and out of ADP systems in accordance with mutually agreed processing schedule and format that supports ADP, Client, and/or third party vendor requirements; coordinate with Client and Client third party vendors to provide services, including validating, balancing, and auditing submitted data and control totals in accordance with ADP standards	X			
A.11.2.	Provide data in accordance with ADP-Client mutually agreed processing schedule and format; ensure data supplied from all systems includes control totals; review any error notification(s) generated by ADP and adjust entries, as needed		X		
A.11.3.	Provide data in accordance with ADP-Client-third party vendor mutually agreed processing schedule and format; ensure data supplied from all systems includes control totals; review any error notification(s) generated by ADP and adjust entries, as needed			X	
A.11.4.	Manage relationship with Client third party vendors		X		
A.12.	**Reporting**				
A.12.1.	Provide access to ADP standard reports; provide access to additional Client-specific reports as listed in Pricing and Financial Terms	X			
A.12.2.	Provide email notification of availability of scheduled reports to single email address identified by Client	X			

Overview: Comprehensive Outsourcing Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
A.12.3.	Access ADP standard reports and additional Client-specific reports listed in Pricing and Financial Terms, as desired; run additional ad hoc reports using ADP ad hoc reporting tool to develop reports across all ADP reporting databases and integrating such data as desired		X		NOTE: Ad hoc reporting tool is available to Client practitioners 24 hours a day, seven (7) days a week; however, Client ability to view or modify data may be impacted during the Maintenance Windows for ADP Application Program as specified in Exhibit 1
A.13.	**Client Training**				
A.13.1.	Provide training curriculum to Client for each applicable Client job role	X			NOTE: Training curriculum is developed and mutually agreed by Client and ADP during implementation
A.13.2.	Develop and deliver ongoing employee, manager, and practitioner training utilizing curriculum by job role, as well as standard training courses and materials supplied by ADP		X		

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.	**Human Resource (HR) Administration Services**				
B.1.1.	Provide tool to facilitate employee onboarding process and house U.S. and various non-US countries core employee Human Resources (HR) data; provide Client access to ADP Lyric HCM to enable reporting and analysis	X			
B.1.2.	Use ADP Lyric HCM to facilitate employee onboarding process and enter and manage Client employee transactions; communicate to Client employees how to access and use ADP Lyric HCM to enter, view, and update HR data.		X		
B.1.3.	Enter/manage transactions defined in Client standard procedures for Client employees and managers who have no access to ADP Application Program	X			NOTE: Volume of such transactions in excess of volume defined in Appendix 1 - Pricing and Financial Terms may be subject to Change Control
B.1.4.	***Historical Data Corrections***				
B.1.4.1.	Notify ADP of required historical data corrections		X		
B.1.4.2.	Update employee record as necessary	X			NOTE: Any single request for more than 50 historical data corrections may be subject to Change Control
B.2.	**Workflow Configuration Management**				
B.2.1.	Define organizational structure and reporting relationships within Client workflow; notify ADP of changes to organizational structure and/or reporting relationships affecting Client workflow configuration		X		
B.2.2.	Update workflow configuration as directed by Client where Client self-service is unavailable	X			
B.3.	**HR Compliance Reporting**				
B.3.1.	Provide access to standard report templates to assist Client retained team in preparing compliance related reports associated with ADA, EEO, AAP and annual census filings requirements	X			
B.3.2.	***Legislative Changes***				
B.3.2.1.	Monitor changes in laws that impact ADP services; provide general updates related to changes in US domestic law impacting ADP services	X			NOTE: ADP does not notify its clients of every change in law (e.g., changes in tax rates, etc.)

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.4.	**Manager Transactions**				
B.4.1.	Enable Client retained team and managers to manage the following types of transactions (collectively referred to as "HR Transactions"): • New hires • Rehires • Transfers • Promotions / demotions • Job and/or salary changes • Suspensions • Terminations	X			
B.4.2.	Utilize ADP Application Program to enter and manage employee transactions		X		NOTE: In event Client managers do not have access to ADP Application Program, data entry may be subject to Change Control
B.4.3.	Process any payroll-related items during the next on-cycle payroll	X			
B.5.	**New Hire Processing / On-boarding**				
B.5.1.	Conduct new hire on-boarding activities except as otherwise set forth in this Section		X		
B.5.2.	***Onboarding***				
B.5.2.1.	Facilitate Client onboarding process based on employee type, including: • Task management and paper completion – direct deposit instructions; emergency contact information; W-4 withholding; new hire checklists • New hire orientation support – company news; online maps of office location and points of interest; • Enculturation – Meet the Team; Client company videos; Onboarding Buddy; social profile setup • Ease of accessibility – available to employee prior to start date; mobile-enabled; device-responsive; multiple languages	X			
B.5.2.2.	Provide instructions to Client new hires regarding access to and use of onboarding functionality		X		
B.5.2.3.	Make any ongoing changes to onboarding workflow configuration and Client-specific content		X		

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.5.3.	***North America HR Compliance Support***				
B.5.3.1.	Provide tool and standard report templates to assist Client with Client's compliance with HR laws obligations	X			
B.5.4.	***HR System Administration***				
B.5.4.1.	Provide tool to enable Client to update and maintain employee data	X			
B.5.5.	***Skills Management***				
B.5.5.1.	Provide access to ADP Lyric HCM to enable Client to track skills for employees	X			
B.5.5.2	Enter and update skills for each employee		X		
B.5.6.	***I-9 Processing for New Hires and Rehires***				
B.5.6.1.	Provide Client managers access to standard training materials regarding use of Form I-9 and use of online I-9 service	X			
B.5.6.2.	Maintain list of Client employees authorized to verify employee identity and employment eligibility documentation		X		
B.5.6.3.	Ensure Client employees complete online Form I-9 within first three (3) days of employment; ensure Client hiring managers verify authenticity of candidate identification and/or work authorization documents		X		NOTE: If Client employee cannot or refuses to provide valid social security number, Client to instead mail completed, signed I-9 Forms to ADP
B.5.6.4.	Cross-reference Form I-9 with Client payroll data and expiration date for work authorization documents, and provide ADP standard reports to Client	X			
B.5.6.5.	Use I-9 reports provided by ADP to follow-up on any incomplete, inaccurate, or missing documentation in order to ensure compliance with government requirements		X		NOTE: For hard copy Form I-9s, ADP will enter as much data as is available / legible and notify Client of any missing, illegible or misplaced information
B.5.6.6.	Maintain electronic images of completed Form I-9s and E-Verify case details (as applicable) in accordance with ADP record retention policy	X			
B.5.6.7.	Access Form I-9 documentation for audit or other purposes as needed		X		
B.5.7.	***E-Verify Authorization***				
B.5.7.1.	Authorize ADP to serve as designated agent for E-Verify by signing and returning Memorandum of Understanding provided to Client by ADP		X		NOTE: E-Verify is included in the service; if the government imposes fees in the future, ADP will pass such fees on to Client

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.5.7.2.	Submit data collected on Form I-9 to DHS E-Verify to verify work authorization	X			
B.5.7.3.	Review and follow-up on open DHS / E-Verify cases; resolve any issues identified by DHS directly with Client employee based on Client policy		X		
B.5.8.	***Work Authorization Renewals***				
B.5.8.1.	Notify Client of expiring work authorization documents via standard report	X			
B.5.8.2.	Review report and manage renewals		X		
B.5.9.	***New Hire Onboarding***				
B.5.9.1.	Provide online tool to support Client onboarding processes	X			
B.5.9.2.	Manage new hire portal content		X		
B.5.10.	**Off-boarding**				
B.5.10.1.	Submit employee termination data; initiate manual payment as applicable; enter worked hours for final pay period; prepare and file Form 5500 filings utilizing data provided by ADP		X		
B.5.10.2.	Manage data associated with voluntary and involuntary employee terminations, as follows: o Calculate and process final pay based on data provided by Client, including work completed and unused vacation as applicable and in accordance with Client business rules o Prepare final paycheck in accordance with state disbursement requirements o Continue pay during severance period, as indicated by Client o Notify vendors of Client-sponsored programs (e.g., 401(k) plan) of cancellation of coverage o Track severance status and earnings to support 5500 filings o Notify Client of termination to enable Client to complete additional de-provisioning activities	X			NOTE: ADP will calculate final pay only if ADP manages Client's time & attendance and paid time off services; otherwise, Client must calculate final pay amount and provide that information to ADP
B.5.10.3.	Terminate employee access to ADP applications	X			
B.5.10.4.	Validate final pay amounts and timing of payment prior to processing of such payments		X		

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.5.11.	***Disciplinary Process Management***				
B.5.11.1.	Provide access to ADP Lyric HCM to enable Client to track employee disciplinary actions and manage disciplinary process	X			
B.5.11.2.	Enter employee workers compensation events, complete OSHA 200 or 300 logs, and produce corresponding report		X		
B.5.12.	***Global System of Record***				
B.5.12.1.	Provide Global System of Record Database that stores Client's master data of associates from multiple countries	X			
B.5.13.	***Health and Safety Administration***				
B.5.13.1.	Provide access to ADP Lyric HCM to enable Client to track and report employee illnesses, accidents, physical exams, and other information required by OSHA and state or local agencies	X			
B.5.13.2.	Enter employee workers compensation events, complete OSHA 200 or 300 logs, and produce corresponding report		X		
B.5.14.	***Employee Certification/ Continuing Education History***				
B.5.14.1.	Provide access to ADP Lyric HCM to enable Client to enter and track employee education, skills, and other competencies	X			
B.5.14.2.	Record and track employee education, skills, and other competencies		X		
B.5.15.	***Mass Data Changes***				
B.5.15.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
B.5.15.2.	Process mass data changes as requested	X			NOTE: Client should coordinate mass data changes with the ADP support team. Should the Client complete the Mass Data change request and cause errors, Client is responsible for all error/issue resolution.
B.6.	**HR Transaction Processing**				
B.6.1.	Define and notify ADP of changes to policies and business rules related to HR transactions		X		
B.6.2.	Provide tool to process Client HR Transactions in accordance with Client policies	X			

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.6.3.	Manage HR Transactions in accordance with Client policies and/or business rules; notify Client employee of transaction (as applicable); initiate transaction via ADP Application Program; collect company property (as applicable); approve transactions via automated workflow		X		
B.6.4.	Process submitted HR Transactions in accordance with Client policies and/or business rules	X			
B.6.5.	Notify applicable parties (e.g., requestor, third parties, and Client internal resources such as building security and systems security) of transaction via automated interface or workflow in ADP Application Program	X			
B.6.6.	***Employee Death***				
B.6.6.1.	Notify ADP of employee death; initiate separation process in ADP Application Program; contact designated survivor for final pay instructions; track receipt of applicable forms including death certificate; coordinate return of employee personal property to family		X		
B.6.6.2.	Process employee death transaction as outlined in "Off-boarding" section above, including final payment as directed by Client	X			
B.6.7.	***Reduction in Force (RIF)***				
B.6.7.1.	Coordinate RIF event (e.g., timeline, communications, documentation, service bridging, outplacement, and severance); notify ADP of affected employees and event parameters; notify affected employees; track receipt of termination forms		X		
B.6.7.2.	Process RIF transactions as necessary	X			NOTE: RIF transactions may be subject to Change Control
B.7.	**Employee Relations**				
B.7.1.	Provide counseling, coaching, and guidance to Client managers related to employee performance and HR issue resolution		X		
B.8.	**Employment Verification Services**				
B.8.1.	Provide authorization for income verification requests			X	NOTE: Client employees provide "consumer consent" for income verifications typically in the form of a signature on a loan, lease or other application or in some cases by providing a "salary key" for each income verification
B.8.2.	Provide authorization for employment verification requests		X		

Human Resource Administration Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
B.8.3.	Respond to authorized income and employment information requests for Client employees made by mortgage lenders, property managers, pre-employment firms and other public entity requestors ("Verifiers")	X			
B.8.4.	Respond to authorized income and employment information requests for Client employees made by social service, immigration, workers compensation, and other government agencies ("Verifiers")	X			
B.8.5.	Provide updated employment and income data to Employment Verification Services system following each payroll cycle	X			
B.8.6.	Provide online and telephone access to enable Client employees to create or delete a salary key (electronic signature); obtain Verifier instructions; and change personal identification number (PIN)	X			NOTE: Email address changes can be made online only
B.8.7.	Provide web access to The Work Number® and enable Verifiers to obtain employment and income verifications	X			
B.8.8.	Utilize webManager to block or unblock employee records; change employee status from active to inactive; access monthly reports; set salary key expiration interval; create notes or disclaimers on verifications; generate promotional codes; submit verifier information; reset and/or confirm employee personal identification numbers (PINs); review employee verification data; download communication templates; and notify The Work Number® in the event data is disputed by an employee		X		

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.	**Payroll Data Administration**				
C.1.1.	Provide payroll administration and processing services as follows: • Data maintenance • Management of garnishments and wage attachments • Integrations management – inbound file loading, outbound file sends, break-fixes via Tier 2 support. • Tax services • Quarter- and year-end support • Payroll balancing and reconciliation. • Integration management error correction and reconciliation	X			
C.1.2.	Gather, validate, and submit payroll data files needed for each payroll processing cycle in accordance with mutually agreed payroll schedule		X		NOTE: In the event Client fails to provide payroll data in agreed-upon format or meet deadline(s) in mutually agreed payroll schedule such that ADP must expedite payroll processing, such processing is subject to Change Control
C.1.3.	***System Table Configuration***				
C.1.3.1.	Configure, apply, and maintain payroll schedules and applicable tax-related calculations throughout the year	X			
C.1.3.2.	Provide required information related to data elements, review and approve system table configuration to enable ADP to maintain applicable tables		X		
C.1.3.3.	Update tax tables and processing calendars • Update tax tables as required based on federal, state and local legislative changes; communicate to Client any impact resulting from tax table update • Processing calendars are mutually established at the beginning of each year; any changes are communicated directly to ADP and calendars are updated accordingly	X			

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.1.4.	***Employee Data Changes Related to Payroll***				
C.1.4.1.	Submit updates to employee data and/or make requests via ADP Application Program portal for changes which may include: • Direct deposit status • Address/telephone information • Marital status • Emergency contact information • Voluntary deduction requests • W-2/1099 reprint requests • W-4 updates/changes • State tax withholding status • Local tax withholding status (see following section for further details)		X		NOTE: Data to be provided to ADP via the method(s) determined during implementation, and may be via automated interface, ADP Application Program, and/or standard template for manual data entry
C.1.4.2.	Make applicable updates for Client employees, managers, and practitioners who have no internet access	X			
C.1.5.	***Tax Validation Service – Employee, State and Local Tax Data Changes***				
C.1.5.1.	Determine appropriate local jurisdictions for new hires and employees who move; update employee record with proper local code based on Client set-up; if not set-up then notify Client	X			NOTE: Client employees required to work at multiple locations and also required to be taxed based on those multiple work locations are not supported by this local tax service
C.1.5.2.	Monitor and notify Client of employees hired or moved into jurisdictions where Client is not registered	X			
C.1.5.3.	Based on notification from ADP, determine new local jurisdictions to be added		X		NOTE: See Agency Filing Section for details on registration process for new tax jurisdictions
C.1.5.4.	Provide required documentation regarding any local taxes that employee requests ADP to withhold and file, including local taxation reciprocity		X		
C.1.5.5.	Notify Client each payroll run of all local taxes updated in ADP system	X			
C.1.5.6.	Review and validate required local tax changes related to employee-level local tax set-up		X		NOTE: Client is responsible for accuracy of employee-level local tax set-up

ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.1.6.	***New Hire Reporting***				
C.1.6.1.	Provide standard new hire report to states every pay cycle	X			NOTE: Any employees/contractors not paid via ADP Application Program are not listed on this report and must be filed separately by Client
C.1.7.	***Mass Data Changes***				
C.1.7.1.	Notify ADP of upcoming mass data changes and coordinate processing, including submission of data in required format		X		NOTE: Mass data changes may be subject to Change Control
C.1.7.2.	Process mass data changes as requested	X			
C.1.8.	***Payroll Data Audits***				
C.1.8.1.	Validate submitted payroll data in accordance with ADP best practices	X			
C.1.8.2.	Assist ADP in resolving errors, as needed		X		
C.1.8.3.	Conduct regular quality assurance audits in accordance with ADP standards	X			
C.2.	**Earnings and Deduction Calculations**				
C.2.1.	Define changes to earnings and deduction calculations, associated attributes, accumulators (i.e., quarter-to-date (QTD) and year-to-date (YTD)), and memo code set-up		X		
C.2.2.	Set up and maintain all earnings, deductions, and accumulators, with associated calculations, including configurable options, as directed by Client	X			
C.2.3.	***Garnishment Disbursement and Funding***				
C.2.3.1.	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order	X			
C.2.3.2.	Fund garnishment payments as outlined in Pricing and Financial Terms; process garnishment payments associated with bonus/one-time withholding orders and deductions		X		
C.2.3.3.	Respond to garnishment-related inquiries from employees, custodial parents, agencies, and other applicable third parties	X			
C.3.	**On-cycle Payroll Processing**				
C.3.1.	Set up and maintain system for Client payroll processing as defined in "Payment Administration" section below	X			Shared Client/ADP responsibility – Client owns set-up, ADP to support as needed

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.3.2.	Execute any payroll production tasks required to be completed by Client in accordance with schedule; ensure all data is internally validated and provided electronically to ADP in accordance with schedule; notify ADP of any required changes		X		
C.3.3.	***Payment Administration***				
C.3.3.1.	Administer Client payroll processing by calculating and confirming gross earnings and deductions, as follows: • Perform and verify pay data updates • Schedule and receive pay data inputs from Client and third-party vendors (automated or manually uploaded by Client) • Capture and validate required data inputs and updates from integrations, automated transactions, and manual transactions • Post payroll data to secure, online reporting website • Audit pre- and post-payroll results • Finalize and submit payroll for processing, funding, and distribution, including gross-to-net processing with calculation for federal, state, and local taxes (multiple jurisdictions if applicable) • Balance and reconcile payroll process components (e.g., reports, imports, accounts) • Post payroll data to secure, online reporting website • Manage distribution of files to Clients and third-party vendors (Integration Management)	X			
C.3.4.	***Paid Time Off***				
C.3.4.1.	Process paid time off in accordance with Client policy	X			
C.3.5.	***Payment of Wages for Employees on Paid Leave***				
C.3.5.1.	Notify ADP of employees being granted a paid leave of absence (LOA); provide to ADP any data required to process wage payments		X		
C.3.5.2.	Process payment of regular wages for employees on leave based on data provided by Client as part of Client standard payroll processing schedule	X			
C.3.5.3.	Process supplemental payments to employees based on State Disability Insurance (SDI) benefits based on data provided by Client as part of Client standard payroll processing schedule	X			

ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
C.4.	**Off-cycle Payroll Processing**				
C.4.1.	Provide the ability to process off-cycle payrolls as defined in Pricing and Financial Terms and requested by Client, or as deemed necessary by ADP	X			NOTE: Off-cycle payrolls must be scheduled with ADP at least 3 days prior to processing date, and unscheduled off-cycle payrolls will be run as schedules and other processing activities permit. An off-cycle payroll can only be processed and supported by ADP if coordinated in advance.
C.4.2.	Request off-cycle processing changes and coordinate processing, including submission of data in required format; fund appropriate account(s) as necessary in conjunction with payroll processing timeframe		X		NOTE: Off-cycle processing may be subject to Change Control
C.4.3.	***Manual Check Processing***				
C.4.3.1.	Provide ability to process manual payments via paycard or hard copy check as requested by Client	X			NOTE: A "manual payment" is an emergency payment that cannot be handled via on-cycle or scheduled off-cycle processing
C.4.3.2.	Process and distribute manual checks processed through ADP systems; request manual check processing; perform any positive pay activity required by Client bank		X		
C.4.3.3.	Provide Client access to manual check data ;Provide data necessary to assist Client with positive pay activity	X			NOTE: May be subject to Change Control, This is currently not in scope and is subject to future enhancement
C.4.4.	***Special and Other Off-cycle Payments***				
C.4.4.1.	Notify ADP of upcoming special payments and provide direction for payment (i.e., gross-up amounts and imputed income) and other general items including taxation of such payments if different than standard taxation set up in ADP system; coordinate processing, including submission of data in required format according to applicable standard operating procedure		X		NOTE: Special payments include payments related to relocation, stock option exercise, and incentive plan
C.4.4.2.	Provide ability to process off-cycle payrolls, execute payroll gross-to-net process including final distribution; provide Client access to off-cycle payroll data	X			
C.4.4.3.	Process special payments and update balances and accumulators, as needed	X			

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.4.5.	***Prior Period Adjustments***				
C.4.5.1.	Update payroll records with any prior period adjustments as provided by Client in accordance with ADP standard process	X			NOTE: Prior period adjustments may be subject to Change Control
C.4.6.	***Retroactive Payments***				
C.4.6.1.	Calculate and process retroactive payments for salaried employees, and for hourly employees effective at the beginning of a pay period, as needed	X			
C.4.6.2.	Calculate and provide data to ADP for any retroactive payments required for hourly or salaried employees outside the parameters described in previous section		X		
C.4.7.	***Prorations***				
C.4.7.1.	Provide data to ADP for any prorated payment required for hourly employees		X		
C.4.7.2.	Calculate and process prorated payments for salaried employees based on data entered by the employee; process prorated payments for hourly employees as needed	X			
C.4.8.	***Retroactive Benefit Deductions***				
C.4.8.1.	Calculate retroactive benefit deduction adjustments	X	X		NOTE: There is not a pre- or post-tax determination in the calculation of deductions and timing/proration is at the discretion of the Client.
C.4.8.2.	Calculate and provide data to ADP in required format for any retroactive benefit deduction adjustments	X	X	X	
C.4.8.3.	Process retroactive benefit deductions on-cycle and include adjustment amount on employee paycheck	X			
C.4.9.	***Payment and Direct Deposit Reversals***				
C.4.9.1.	Notify ADP of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids		X		
C.4.9.2.	Notify Client of any error that requires reversal of payment(s) or direct deposit, or check stop payments or voids; process in accordance with applicable standard operating procedure	X			
C.4.10.	***Deceased Employee Payments***				
C.4.10.1.	Notify ADP of employee death, provide estate contact information, designate payee for payments due, and provide information to allow ADP to calculate final pay		X		NOTE: This includes, but is not limited to, researching the applicable regulations and providing ADP the necessary data elements to proceed with calculation of wages

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.4.10.2.	Calculate wages to be reported on the decreased employee W-2 and any additional payments due to deceased and process such payments as needed		X		
C.4.10.3.	Calculate payments due to the deceased to be reported on a Form 1099 and process such payments		X		
C.4.11.	***Overpayments***				
C.4.11.1.	Notify ADP of error in data provided to ADP		X		
C.4.11.2.	Calculate overpayment amount; notify Client retained team of overpayment; send Client-approved notification to employee to communicate repayment options, including Client contact information for follow-up and resolution of overpayment	X	X		
C.4.11.3.	Work with employees to resolve overpayments, including working with collection agency when applicable		X		
C.5.	**Banking Transactions**				
C.5.1.	Facilitate and monitor banking transactions associated with payment processing activities	X			
C.5.2.	Transmit check amounts and transmit direct deposit credits and debits (impounds)	X			
C.5.3.	Process direct deposit credits and impounds; send items belonging to other banks directly to ACH; update issue files to Teller Line and Positive Pay system			X	NOTE: Partner banks are responsible for this task
C.5.4.	Transmit credit and debit amounts to Client employee banks; provide Client with funding amounts and timeframe requirements	X			
C.5.5.	Fund account as required under Appendix 1 - Pricing and Financial Terms		X		
C.5.6.	Initiate reverse wire for funding following each payroll processing cycle; pay Client employees	X			
C.5.7.	***Uncashed Check Management***				
C.5.7.1.	Every 30 days generate an Uncashed Items Report with a rolling list of employees from 90 - 180 days, post to SmartCompliance	X			
C.5.7.2.	Retrieve the Uncashed Items Report via SmartCompliance and review		X		
C.5.7.3.	If applicable, issue stop payment(s), and reissue check(s)	X	X		

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.5.7.4.	Credit item(s) over 180 days old back to Client	X			
C.5.7.5.	After receiving a credit from ADP operations for the uncashed checks, follow the escheatment guidelines set forth by company and state policy		X		
C.5.7.6.	Respond to employee questions related to uncashed item(s)		X		
C.5.8.	***Paycards***				
C.5.8.1.	Provide Client initial delivery of card stock to load on-cycle and/or manual payments; facilitate loading of net pay on such cards	X			NOTE: If Client chooses to implement and use paycards, additional fees will apply as defined in Pricing and Financial Terms
C.6.	**Print and Online Statements Services**				
C.6.1.	Print, sort, and distribute paychecks and advices, including data fields as specified by Client	X			
C.6.2.	***Online Pay Statements and W-2 Forms***				
C.6.2.1.	Produce online pay statements and W-2 Forms including data fields as specified by Client; post pay statements and W-2 Forms	X			NOTE: ADP Application Program will contain current pay statements and W-2 forms, and also historical pay statements and W-2 forms produced by ADP post Go-live for up to three (3) years in arrears
C.7.	**General Ledger Reporting**				
C.7.1.	Host and provide Client access to ADP GL for reporting purposes	X			

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.7.2.	Push payroll data (i.e., earnings and deductions) to ADP GL for all processing cycles (scheduled and unscheduled) as outlined on payroll production schedule	X			
C.7.3.	Produce journal entry file, maintain chart of accounts along with associated mapping activities, and coordinate transmission of ADP GL extract to Client financial accounting system		X		
C.8.	**ADP Employment Tax Services**				
C.8.1.	File federal, state, and local payroll taxes and make deposits to applicable agencies; submit all returns and reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	X			
C.8.2.	Notify ADP of any new jurisdiction set-ups; complete and submit application forms to tax agency(ies) and ADP for any new jurisdictions; monitor and notify ADP of employees hired or moved into jurisdictions where Client is not registered; provide required documentation and notification regarding any local taxes that employee requests Client to withhold and file		X		
C.8.3.	Update ADP system to reflect legislative changes for the jurisdictions for which ADP provides tax services	X			
C.8.4.	***Tax Depositing, Filing, and Compliance Services***				
C.8.4.1.	Execute a Reporting Agent Authorization (Power of Attorney (POA)) form authorizing ADP to perform ADP Employment Tax Services within federal, state, and/or local jurisdictions		X		
C.8.4.2.	Calculate Client employee and employer payroll tax liabilities (including federal, state, local, Social Security, Medicare, FUTA, and SUI payroll taxes for mutually agreed jurisdictions and make deposits to applicable agencies, and in accordance with the Electronic Federal Tax Payment System, as applicable	X			
C.8.4.3.	Prepare/submit all returns and reconciliation reports as required by federal, state, and local tax agencies for jurisdictions within which ADP files; prepare amended returns, as necessary (additional fees may apply)	X			
C.8.5.	***Agency Filing***				
C.8.5.1.	Provide Client access to employer identification number application forms and instructions, and research deposit and filing requirements, as requested by Client	X			
C.8.5.2.	Provide Client access to ADP Employment Tax Services (SmartCompliance) website in order to view notices, status, and volume metrics	X			
C.8.5.3.	Notify Client of new jurisdiction set-ups that may be required due to jurisdiction not already set up in system	X			
C.8.5.4.	Notify ADP of any additional new jurisdiction set-ups		X		
C.8.5.5.	Update tax processing system with employer-level changes submitted by Client	X			

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.8.5.6.	Complete new tax jurisdiction registration application, as needed; submit completed application to applicable agency; follow-up with agency based on expected turnaround time; notify Client when registration process is complete, including providing account number		X		
C.8.5.7.	Generate and submit Client corporate payroll tax filings to applicable agency(ies) as mutually agreed	X			
C.8.6.	***Agency Notice Management***				
C.8.6.1.	Acknowledge receipt of agency notices via notice to Client; log, image, and research notices; respond to government tax inquiries regarding deposits and filings for which ADP was responsible; provide Client access (via SmartCompliance) to ADP's response to agency upon completion of research; provide reasonable assistance to Client in the event of an agency audit	X			
C.8.7.	***Tax Compliance***				
C.8.7.1.	Maintain withholding rules, define employee eligibility, process W-4s, edit and verify federal and state tax elections, and update payroll system with federal and state tax changes submitted via ADP Application Program or paper forms	X			
C.8.7.2.	Interact with federal/state/local tax agencies regarding tax deposits and filings completed by ADP, as required	X			
C.8.8.	**Quarter-end Processing**				
C.8.8.1.	Manage quarter-end payroll processing, as follows: • Update and maintain payroll and holiday processing schedules • Create quarter-end checklist and schedule • Generate and send file to Client for submission to Social Security Administration to confirm accuracy of social security numbers; work with Client to make any necessary corrections based on feedback from Social Security Administration • Provide to Client information necessary for Multiple Worksite Reporting (MWR) • Balance and reconcile wage and tax data, including W-2 and Federal 941 reconciliations • Process quarter-end payroll data and provide data to Client • Capture all changes, voids, and adjustments for the quarter	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of a quarter, Client is responsible for quarterly filings in the quarter of commencement of ADP production services

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.8.8.2.	Support quarter-end payroll processing, including activities as follows: • Provide payroll and holiday processing schedule updates to ADP • Review and approve quarter-end checklist and schedule • Submit file provided by ADP to Social Security Administration to confirm accuracy of social security numbers; work with ADP to make any necessary corrections based on feedback from Social Security Administration • Complete MWR as required by Bureau of Labor Statistics • Balance and reconcile state and local 941 reporting • Provide quarter-end processing data to ADP • Review quarter-end output from ADP		X		
C.8.9.	**Year-end Processing**				
C.8.9.1.	Manage year-end payroll process as defined in this section	X			NOTE: Year-end planning will be coordinated as one project with a Client core "year-end planning team" designated to work with ADP
C.8.10.	***Year-end Payroll***				
C.8.10.1.	Manage year-end payroll processing as follows: • Create, update, and maintain payroll and holiday processing calendar • Create year-end checklist and schedule • Balance and reconcile wage and tax data • Process year-end payroll data and provide data to Client or Client third party, as applicable • Distribute W-2 Forms to Client employees • Distribute W-2 data to the Social Security Administration • Capture all manual changes, voids, and adjustments through the final quarter of the payroll year	X			NOTE: If a new Client entity not currently on ADP Employment Tax Services starts ADP Employment Tax Services in the middle of the year, Client is responsible for providing and certifying year-to-date filing information for the starting year in order for ADP to provide year-end services
C.8.10.2.	Support year-end payroll processing, including activities such as: • Provide payroll and holiday processing calendar updates to ADP • Review and approve year-end checklist and schedule • Provide year-end processing data to ADP • Review and approve year-end output from ADP		X		
C.8.11.	***Annual Tax Withholding W-4 Form Exemptions***				
C.8.11.1.	Audit and provide annual report of Client employees in exempt status for state and local jurisdictions that require annual updating	X			

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
C.8.11.2.	Generate and send form letter and blank W-4 Form to Client employees identified in previous Section, requesting a new W-4 Form by February 15	X			
C.8.11.3.	Update employee record to "single" and "zero" if new W-4 Form is not received by February 15 as indicated to employee in form letter referenced in previous line	X			
C.8.12.	***Year-end Form Production and Distribution***				
C.8.12.1.	Process W-2s, 1099Ms, and 1099Rs for those paid via ADP systems, and distribute Client-approved forms per pre-established method(s) of distribution	X			NOTE: Distribution methods could include via USPS to employee home addresses or shipment of all W-2 Forms to Client
C.8.13.	***W-2 Form Corrections***				
C.8.13.1.	Determine need for W-2c Form requested by Client or Client employee, or identified by ADP; notify Client and/or Client employee of determination	X			
C.8.13.2.	Print and send W-2c Forms based on Client instruction (e.g., via USPS, FedEx, etc.)	X			
C.8.13.3.	Complete W-3C and 941X filings to reflect W-2c and corrected 941 activity; create file containing data elements required to produce needed W-2c Forms, and send completed file to Social Security Administration	X			
C.8.13.4.	Respond to inquiries regarding W-2 and W-2c Forms	X			
ADP Time & Attendance Services		**Responsibility**			
D.	**ADP Time & Attendance Services**				
D.1.1.	Host and maintain ADP Time & Attendance Application Program, calculate and process time and labor data entry	X			
D.1.2.	Define business rules related to time & attendance setup and report distribution process within Client organization; enforce business rule compliance; update ADP timely regarding organizational changes with potential impact to ADP Time & Attendance Services		X		
D.1.3.	***Labor Data Transaction Collection/Approval***				
D.1.3.1.	Provide ongoing remote support of time clocks at Client locations, as applicable; process employee time entry in accordance with scheduled Client payrolls	X			
D.1.3.2.	Enter time and labor data into ADP Time & Attendance; validate data accuracy, sign off and approve time files; review any error notification(s) and adjust entries, as needed; review and approve employee time cards; notify employees of any discrepancies; follow Client internal process to document any edits made		X		

ADP Payroll Services		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
D.1.4.	***Table Maintenance***				
D.1.4.1.	Perform employee level and holiday table maintenance		X		
D.1.4.2.	Assist Client with inquiries related to employee level and holiday table maintenance	X			
D.1.5.	***Rules Engine Maintenance***				
D.1.5.1.	Notify ADP of changes to Client-defined work rules		X		
D.1.5.2.	Update application based on changes to Client-defined work rules, including rounding criteria, as well as paid break, shift differential, and pay cycle requirements	X			NOTE: Updates for changes to Client-defined work rules are subject to Change Control
D.1.6.	***User Interface Maintenance***				
D.1.6.1.	Inform ADP of any Client changes to organizational hierarchy at division, department, crew, or employee level that may impact data fields, edit modes, override options, and/or individual employee information		X		
D.1.6.2.	Set up and manage workflow for report distribution and specific workflow notifications (e.g., notifications to supervisors to approve timesheets; notification to employees to approve timesheets)	X			
D.1.6.3.	Maintain ADP Time & Attendance settings based on Client direction, and provide multiple views of employee time entry showing: • Web time entry/time maintenance • Accrual balances • Time card recap • Time card approval • Attendance exceptions • Schedule override by employee	X			
D.1.7.	***Check Punch Detail***				
D.1.7.1.	Provide time detail to payroll for display on Client employee pay stubs	X			
D.2.	**ADP Time & Attendance Services Administration**				
D.2.1.	Administer ADP Time & Attendance as defined in this section	X			
D.2.2.	***Employee Inquiries***				
D.2.2.1.	Respond to Client employees inquiries regarding basic system navigation	X			

ADP Payroll Services		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
D.2.3.	***Historical Time Edits***				
D.2.3.1.	Notify ADP of any historical time data edits required related to hours and pay code adjustments		X		NOTE: Only authorized Client personnel may contact ADP for assistance with historical edits
D.2.3.2.	Update ADP Time & Attendance with historical edits related to hours and pay code adjustments as requested by Client	X			

ADP Workforce Manager Service	
ADP Workforce Manager System Description	Workforce Manager is a multi-tenant, SAAS, cloud-deployed workforce management service. Assist managers and employees with collection and tracking their time and attendance. Functionalities of ADP Workforce Manager include: • Ability to manage time and attendance: o collect times (clock in/clock out times or timesheet) o calculate total hours based on times collected, o calculate premiums (night hours, working holidays, overtimes, etc.) o generate exceptions and alerts o create and maintain pay rules to calculate paycodes for all type of employees (full-timers /part-timers) o provide employee with the ability to request time off; provide manager with the ability to approve time off through approval workflow o provide managers with ability to delegate authority o perform historical corrections on previous periods • Schedule management: o create and maintain shift templates and shift patterns that can be assigned to employee o enter and track absence in the team schedule • Reporting: extract data and build reports on both absence and time data • Audit: Ability to maintain audit trail to keep track of edits
ADP Workforce Manager Timekeeping Options	Workforce Manager is offered in two variations which can be "mixed & matched" • Hourly timekeeping which totals all punches and durations primarily designed for hourly employees • Salaried timekeeping which totals durations primarily designed for salaried employees

ADP Workforce Manager Service		Responsibility			
ID	**Task/Activity**	**ADP**	**Client**	**Third Party**	**Notes**
E.	**ADP Workforce Manager Service**				
E.1.1.	**System Configuration Changes**				
E.1.1.1.	Notify ADP of desired system configuration changes, providing detailed specifications including desired outcome		X		
E.1.1.2.	Review requested modification to assess ADP work effort required to produce quote	X			Quotes provided without detailed analysis are high level estimates only and are not binding
E.1.2.	**General Maintenance**				
E.1.2.1.	Perform employee level and holiday table maintenance		X		
E.1.2.2.	Assist Authorized Contacts with inquiries related to employee level and holiday table maintenance	X			Maintenance requiring more than 2 hours of effort is subject to Change Control

ADP Workforce Manager Service		Responsibility			
ID	Task/Activity	ADP	Client	Third Party	Notes
E.1.2.3.	Keep payroll sign off up to date		X		
E.1.3.	**Rules Maintenance**				
E.1.3.1.	Notify ADP of changes to Client specific rules (such as Client defined pay rules, collective agreements, etc.)		X		
E.1.3.2.	Notify ADP of changes to Client-defined pay rules		X		
E.1.3.3.	Update application based on changes to Client-defined pay rules	X			ADP will assess feasibility of each request. Updates requiring more than 2 hours of effort are subject to Change Control
E.1.4.	**Organizational Maintenance**				
E.1.4.1.	Notify ADP of any Client changes to organizational hierarchy that may impact configuration		X		
E.1.4.2.	Update application based on changes to Client-defined organizational hierarchy	X			Updates requiring more than 2 hours of effort are subject to Change Control
E.1.5.	**Authorized Contact Support**				
E.1.5.1.	Track and resolve online and phone inquiries from Authorized Contacts	X			
E.1.5.2.	Provide toll free number, CRM, Service Connect application access	X			
E.1.5.3.	Designate in writing up to 5 Authorized Contacts and provide contact details		X		
E.1.5.4.	Provide support for Authorized Contacts 24x7	X			
E.1.6.	**Integration Administration**				
E.1.6.1.	Review and validate control totals and make any necessary corrections in the applicable ADP Application Program(s); manage relationship with Client third party vendors		X		
E.1.6.2.	Ensure data supplied from non-ADP systems/applications is provided in accordance with mutually agreed interface specifications		X		
E.1.6.3.	Manage import and export of data into and out of ADP Application Programs		X		
E.1.6.4.	Provide support to assist Client in addressing import and/or export corrections	X			
E.1.6.5.	Review, approve, and initiate transmission of time, attendance, and labor data to payroll system		X		
E.1.6.6.	Provide support to assist Client in addressing import and/or export corrections	X			



Service Commitments (COS)

1. **Definitions**. Unless defined herein, the defined terms used shall have the same meaning ascribed such terms in the Agreement.

1.1 "**Allocation Percentage**" means the weighting factor, expressed as a percentage between 0% - 50%, assigned to each Service Level as specified in Attachment A hereto.

1.2 "**At Risk Amount**" means two percent (2%) of the fees for the applicable Service performed during the applicable Measurement Period.

1.3 "**Go-Live Date**" shall have the meaning set forth in the Global Master Terms and Conditions.

1.4 "**Measurement Period**" means the frequency by which a Service Commitment is measured. The Measurement Period for each Service Commitment is specified in Attachment A hereto.

1.5 "**Service Commitments**" means Service Levels.

1.6 "**Service Level**" means an objective level of quality, reliability, timeliness or other performance standard for an aspect of the Services, as described in Exhibit 2 to Attachment A hereto, to which a Service Level Credit applies.

1.7 "**Service Level Commencement Date**" means the first day of the month that immediately follows the expiration of the ninety (90) day period commencing on the Go-Live Date for the applicable Service.

1.8 **"Service Level Failure"** means, with respect to a given Service Level, ADP's failure to perform the Services at a level that meets that Service Level.

2. **General**. Subject to the terms of this document, ADP will perform the Service in a manner consistent with the applicable Service Commitments.

3. **Reporting**. Within thirty (30) days after the end of each month during the Term, ADP will provide Client with a report detailing ADP's performance of the Services during the preceding month and the two (2) months prior to such month. For example, no later than April 30th, ADP will provide Client a report for the months of January, February, and March.

4. **Excused Performance**. ADP will not be responsible for any Service Level Failure due to: (i) failures by Client, its Affiliates or their respective representatives, vendors, subcontractors or agents to provide ADP at least thirty (30) days prior written notification of changes in Client's administrative policies and/or procedures, to the extent such policies or procedures impact the Services, (ii) inaccurate Client data, (iii) Client's failure to perform its obligations under the Agreement, including, but not limited to, its failure to meet agreed upon processing or funding deadlines, and/or (iv) force majeure events (as defined in Section 15.7 of the Agreement).

5. **Service Level Failure**

5.1 **Service Level Credits**. Subject to Section 4 (Excused Performance), in the event of a Service Level Failure, Client will be entitled to a credit. The amount of such credit will be calculated quarterly, starting on the Service Level Commencement Date, in accordance with Sections 5.2 – 5.4 (each such credit, a "Service Level Credit").

5.2 Calculation. Each Service Level Credit will be computed as follows:

Service Level Credit = A x B	**Where**: A = the Allocation Percentage for the applicable Service Level Credit B = the applicable At Risk Amount

5.3 Sample Calculation. Assume that: (i) ADP has failed to meet the Service Level for ADP Application Program Availability during a given calendar month, (ii) the Allocation Percentage for the ADP Application Program Availability Service Level is twenty percent (20%), (iii) the fee for the applicable Service is $500,000 for such month, and (iv) the At-Risk Amount is two percent (2%). The applicable Service Level Credit would be computed as follows:

Service Level Credit = A x B	**Where**: A = the Allocation Percentage = 20% (or 0.2) B = the At-Risk Amount = (2% x $500,000) = $10,000 = 0.2 x $10,000
Service Level Credit	**$2,000**

5.4 Multiple Service Level Failures. If a single incident results in multiple Service Level Failures, Client will be entitled to receive only the highest Service Level Credit (i.e., only one credit) resulting from such incident.

5.5 Maximum Credit. Notwithstanding anything in this document to the contrary, the maximum amount of Service Level Credits during a single calendar month will be limited, in the aggregate, to the At Risk Amount.

Attachment A to Service Commitments

Exhibit 1 **Allocation Percentage Tables**

1. Comprehensive Outsourcing Services (COS)

Service Level	Allocation Percentage
ADP Application Program Availability	25%
Payroll Services	
Payment Accuracy	20%
Payment Timeliness	20%
Post-Payroll Output Timeliness	15%
MyLife Advisors Service Center	
Average Speed of Answer	5%
Call Abandon Rate	5%
First Call Resolution	5%
Resolution Timeliness	5%
Total	**100%**
At Risk Amount	**2%**

Exhibit 2 **Detailed Service Level Descriptions**

1. ADP Application Program Availability

Description	Measurement Period	Service Level	Applicable ADP Application Programs
Measures the percentage of time each ADP Application Program is available during the Measurement Period	Monthly	99.5%	

Calculation:

ADP Application Program Availability = ((Total Uptime + Excused Downtime) / Total Minutes) x 100

(Note: Availability for each applicable ADP Application Program is measured separately and any resulting credit is calculated and applied proportionally)

Total Uptime – the number of minutes in the Measurement Period that the applicable ADP Application Program is available

Excused Downtime – the number of minutes in the Measurement Period that the applicable ADP Application Program is unavailable due to (i) scheduled maintenance, (ii) Client's equipment, software or network (e.g., Client's inability to access the Internet) failure, and/or (iii) a force majeure event

Total Minutes – the total number of minutes in the Measurement Period

Example:

ADP Application Program #1

Assume Total Uptime = 42,900 minutes; Excused Downtime = 180 minutes; Total Minutes = 43,200 minutes

ADP Application Program Availability = ((42,900 + 180)/43,200) x 100
= 99.7% → Above Service Level Commitment

ADP Application Program #2

Assume Total Uptime = 42,900 minutes; Excused Downtime = 0 minutes; Total Minutes = 43,200 minutes

ADP Application Program Availability = ((42,900 + 100)/43,200) x 100
= 99.3% → Below Service Level Commitment**

**(Note: a proportional credit would be issued for this missed service level commitment only)

2. Payroll Services

A. Payment Accuracy

Description	Measurement Period	Service Level	Applicable Services*
Measures the accuracy of calculations performed by ADP to determine Client employee payment amounts during the Measurement Period	Monthly	99.5%	Payroll Services
Calculation: Payment Accuracy = ((A – B)/A) x 100 Where: A = the total number of Client employee payment calculations during the Measurement Period B = the number of incorrect Client employee payment calculations during the Measurement Period as a result of ADP-caused errors			
Example: Assume 2,000 Client employee payment calculations; 10 incorrect Client employee payment calculations Payment Accuracy = ((2,000 – 10)/2,000) x 100 = 99.5%			

3. Payroll Services

A. Payment Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the extent to which ADP delivers Client employee payments and/or Client employee payment instructions (as applicable) in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
Calculation: Payment Timeliness = ((A – B)/A) x 100 Where: A = the total number of Client employee payments and/or Client employee payment instructions (as applicable) delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination during the Measurement Period B = the number of Client employee payments and/or Client employee payment instructions (as applicable) not delivered or made available by ADP to Client, the applicable courier or bank, or other agreed destination, in accordance with the agreed-upon schedule during the Measurement Period			
Example: Assume 2,000 Client employee payments and/or payment instructions delivered or made available; 10 late payments and/or payment instructions Payment Timeliness = ((2,000 – 10)/2,000) x 100 = 99.5%			

B. Post-Payroll Output Timeliness

Description	Measurement Period	Service Level	Applicable Services*
Measures the timeliness of delivery of applicable post- payroll reports, outbound files and outbound interfaces (collectively, "Post-Payroll Outputs") by ADP in accordance with the agreed-upon schedule during the Measurement Period	Monthly	99.5%	Payroll Services
Calculation: Post-Payroll Output Timeliness = ((A – B)/A) x 100 Where: A = the total number of Post-Payroll Outputs delivered or made available to the designated destination by ADP during the Measurement Period B = the number of Post-Payroll Outputs not delivered or made available by ADP to the designated destination in accordance with the agreed-upon schedule during the Measurement Period			
Example: Assume 2,000 Post-Payroll Outputs; 10 late Post-Payroll Outputs Post-Payroll Output Timeliness = ((2,000 – 10)/2,000) x 100 = 99.5%			

4. MyLife Advisors Service Center

A. Average Speed of Answer

Description	Measurement Period	Service Level	Applicable Services
Measures the average time elapsed between employee calls exiting ADP's IVR system and being answered by designated MyLife Advisors Service Center personnel	Monthly	90.0% ≤ 45 seconds	MyLife Advisors Service Center
Calculation: Average Speed of Answer = (A /B) x 100 Where: A = the number of employee calls to the MyLife Advisors Service Center answered by designated MyLife Advisors Service Center personnel within 45 seconds of the call exiting the IVR system during the Measurement Period B = the total number of calls answered in MyLife Advisors Service Center during the Measurement Period			
Example: Assume 300 calls to the MyLife Advisors Service Center in a given month; 285 calls answered within 45 seconds Average Speed of Answer = (285/300) x 100 = 95.0%			

B. Call Abandon Rate

Description	Measurement Period	Service Level	Applicable Services
	Monthly	≤ 6.0% within 60 seconds	MyLife Advisors Service Center
Calculation: Call Abandon Rate = (A/B) x 100 Where: A = the total number of calls to the MyLife Advisors Service Center ended due to the call not being answered by designated MyLife Advisors Service Center personnel within 60 seconds of exiting the IVR system during the Measurement Period B = the total number of calls to the MyLife Advisors Service Center during the Measurement Period			
Example: Assume 300 calls to the MyLife Advisors Service Center in a given month; 12 calls abandoned by the caller after 60 seconds Call Abandon Rate = (12/300) x 100 = 4.0%			

C. **First Call Resolution**

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of calls resolved (i.e., cases closed) on the first contact to the designated MyLife Advisors Service Center personnel	Monthly	80.0%	MyLife Advisors Service Center
Calculation: First Call Resolution = (A /B) x 100 Where: A = the number of calls resolved on the employee's first call to the MyLife Advisors Service Center during the Measurement Period B = the total number of employee calls to the MyLife Advisors Service Center during the Measurement Period			
Example: Assume 300 calls to the MyLife Advisors Service Center in a given month; 250 calls resolved during first call First Call Resolution = (250/300) x 100 = 83.0%			

D. Resolution Timeliness

Description	Measurement Period	Service Level	Applicable Services
Measures the percentage of Client employee service requests that are closed within five (5) Business Days of initiation	Monthly	≥ 80.0% within 5 Business Days	MyLife Advisors Service Center
Calculation: Resolution Timeliness = (A /B) x 100 Where: A = the number of service requests that are closed within five (5) Business Days after a Client employee's initial contact with the MyLife Advisors Service Center during the Measurement Period B = the total number of service requests closed with the MyLife Advisors Service Center during the Measurement Period			
Example: Assume 300 service requests closed with MyLife Advisors Service Center in a given month; 250 service requests closed within five (5) Business Days Resolution Timeliness = (250/300) x 100 = 83.0%			

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: EHR Evolution additional Statements of Work for the Master Professional Service Agreement.

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Board approval is requested for the EHR Evolution additional Statements of Work for the Master Professional Service Agreement:

a. #02525_2_B (extension) Indian River State College SOW PM-Banner (Term: August 2026 - January 2027, $179,940)
b. #02525_11_R2 (extension) Indian River State College SOW DegreeWorks (Term: October 2026 - February 2027, $83,370)

ALTERNATIVE(S): Not Approved

FOR CONTRACTS: See above

1. **TERM:**
2. **FISCAL IMPACT:**
3. **TERMINATION TERMS:**

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Dr. Michael Hageloh DATE: 10/7/26

BOARD ACTION: DATE: 10/27/26

Statement of Work

02525_2_B Indian River State College PM - Banner

This engagement shall be considered a Statement of Work as defined in the Master Services Agreement (MSA) executed between the Parties in February 2025. Notwithstanding anything to the contrary, this engagement shall be subject to and governed under the terms of the MSA and is hereto incorporated into the MSA as an Amendment. This Statement of Work ("SOW"), dated **January 1st, 2026,** between **EHR Evolution Inc.** ("eEvolution") and **Indian River State College** ("Client" or "IRSC") outlines the services to be performed.

Services:
eEvolution will provide end-to-end project management services to plan, coordinate, and govern all phases of the Banner Student and Finance implementation, including schedule, scope, risks, dependencies, and stakeholder communications. Services include oversight of data migration, testing, training, and go-live execution.

Term
The term of the contract will be from August 2026 to January 2027.

Fees
The Fees for this resource will be invoiced monthly at $24,990.

An additional stipend of $5,000 for travel, lodging, and incurred expenses shall be billed monthly.

In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.

Acknowledged and accepted for Indian River State College:

By _____	President	10/27/26
SIGNATURE	TITLE	DATE

Acknowledged and accepted for EHR Evolution:

By _____	_____	_____
SIGNATURE	TITLE	DATE

This Statement of Work Renewal ("Renewal") extends the existing Statement of Work 02525_11 Indian River State College DegreeWorks_Scribe, originally effective November 1, 2025, between EHR Evolution Inc. ("eEvolution") and Indian River State College ("IRSC").

This Renewal is governed by and incorporated into the Master Services Agreement (MSA) executed between the Parties in February 2025. All terms and conditions of the original SOW remain in full force and effect unless expressly modified herein.

Services: (not modified) eEvolution will provide consulting services for the Ellucian® DegreeWorks™ Product to assist IRSC in developing a Key Tool for their Student Success Initiatives. The range of Services provided can span the complete Implementation Spectrum, from a thorough review of the Academic Catalog and Scribing requirements to match Academic Catalog Requirements, to scribe training with an emphasis on developing "Best Practices" Standards, which will help minimize future maintenance needs for the system and scribe blocks.

Term – (modified) 10/1/2026 to 12/31/2026

Fees (not modified): As compensation, the Client shall pay a fixed fee of $24,990 USD per month, with an additional stipend of $2,800 for travel and other expenses.

In Witness Whereof, each party hereto has caused this SOW to be executed and delivered by its duly authorized representative, effective as of the date first set forth above.

Acknowledged and accepted for Indian River State College:

By		President	10/27/26
	SIGNATURE	TITLE	DATE

Acknowledged and accepted for EHR Evolution:

By			
	SIGNATURE	TITLE	DATE

Indian River State College

SUMMARY OF ITEM FOR
ACTION

TOPIC: Ellucian 12-Month Managed Services Agreement for Technical Resources

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Indian River State College (IRSC) is seeking Board approval to enter into a 12-month Managed Services Agreement, valued at $781,000, to provide critical technical resources while the College establishes its internal Enterprise Applications team.

This agreement will augment existing IT staff with specialized expertise in Programming, Report Writing, Solutions Architecture, and Application Development, ensuring continued operational support, system enhancements, and integration capabilities for Banner and its ancillary applications.

The College anticipates requiring approximately 12 months to recruit, hire, and develop the internal talent necessary to support its expanding enterprise application environment. This interim managed services solution will provide immediate expertise, maintain business continuity, and facilitate knowledge transfer as IRSC builds a sustainable, in-house Enterprise Applications group.

ALTERNATIVE(S): NOT APPROVE

FOR CONTRACTS:
1. **TERM:** 12 months
2. **FISCAL IMPACT:** $781,000.00
3. **TERMINATION TERMS:** Subject to negotiation and subsequent approval by the District Board of Trustees

PRESIDENT'S RECOMMENDATION: Recommend approval

SUBMITTED BY: Ta Tanisha Baker DATE: 10/16/26

BOARD ACTION: DATE: 10/27/26

ATTACHMENT A
STATEMENT OF WORK

MANAGED SERVICES

PURPOSE OF STATEMENT OF WORK

This Statement of Work ("SOW") details the Managed Services (the "Services") to be delivered by Ellucian. The Client and Ellucian each have tasks, responsibilities and deliverables that are required in order to facilitate and enable the effective delivery of the Services. The actual committed responsibilities for Ellucian and Client are set out in the specific description of responsibilities below.

The parties acknowledge that Ellucian's delivery of the Services under the Order Form to which this SOW is attached will require planning and preparation in advance of active consultation between Ellucian and Client (to assign personnel, schedule a kick-off call with Client, and prepare content for delivery of Advisory Services). Ellucian requires a minimum of ten (10) business days following the Beginning Date and (20) business days following the Execution Date (as such dates are defined in the Order Form) to perform ramp up activities, such as planning and preparation (the "Preparatory Work"). Preparatory Work will be commenced by Ellucian after the Beginning Date. Depending upon the specific Beginning Date applicable under the Order Form, the Preparatory Work may prevent active consultation for the initial two weeks of the Term (as defined in the Order Form); however, no credit or reduction of fees will be provided to Client and no extension of the Term will apply in the event of overlap between the Preparatory Work and the Term. In the event of delays during the Preparatory Work, we will attempt to make-up time during the scope of the Term. As used herein, any reference to "Managed Services Term" shall have the same meaning as "Term" is defined in the Order Form.

The term "Support Team" means one or more Ellucian employee(s) provided by Ellucian during the Term identified within the Order Form to which this Attachment A is attached, for the fees payable thereunder, to provide Managed Services in his/her/their area of functional or implementation specialization to Client during normal business hours (allowing for Ellucian training time, administrative time, sick time and vacation time), including the provision of such services on a remote basis and, upon request and upon agreement for payment of additional fees on-site at Client's facility. For the avoidance of doubt, the Resource(s) provided by Ellucian hereunder will be provided on a fraction of full-time basis as reasonably determined by Ellucian, in consultation with Client, up to the FTE defined in the Order Form and this SOW.

MANAGED SERVICES – ADVISORY SERVICES - SCOPE OF SERVICES

Ellucian will designate one or more Advisors for each separate Advisory Service that Client has under contract, pursuant to this Order Form, to perform the activities defined in this SOW. The Services Areas of Expertise section below describes separate Ellucian software solutions and representative Advisor areas of expertise corresponding to multiple Advisory Services available from Ellucian; however, Client has purchased only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form, to which this Attachment A is attached (the "Order Form"). Accordingly, Ellucian's obligation is to provide only the Advisory Service(s) that are identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Advisory Services within this SOW. Client must commit to the Advisory Service that Client has under contract for the duration of the contract.

Ellucian will provide the level of support that Client has under contract, pursuant to this Order Form, to perform the activities in this SOW. The Service Level of Support definitions section below describes separate Ellucian support levels; however, Client has purchased only the Support Level(s) that are identified in the Managed Services Table of the Order Form to which this Attachment A is attached (the "Order Form"). Accordingly, Ellucian's obligation is to provide only the level of support identified in the Managed Services Table of the Order Form notwithstanding the broader description of all Service Levels of Support within this SOW.

Definitions

Service Level of Support	The contracted level of service, expressed as the service level in the Order Form
Support Team	The Ellucian service delivery team member(s) performing Service Activities included in this SOW.
Service Activity	Work performed by the Support Team. The available Service Activities that may be performed are defined in the section Service Activity Definitions of this SOW.

Ellucian Staffing

Ellucian will designate personnel for the roles defined in this Section.

Program Manager

During the Managed Services Term, Ellucian will:

- Designate a Program Manager to work with Client to establish an engagement roadmap, coordinate Service Team composition, monitor Client satisfaction, and to serve as a point of contact for questions and issues related to services provided in this Scope of Services. Effort by the Program Manager does not count towards the contracted Service Level Usage.
- Work performed, aligned to the engagement roadmap, will be delivered under mutually agreed upon timelines

The Program Manager will:

- Work with the Client to gain an understanding of the engagement objectives and goals, and create an engagement roadmap to be used by the Delivery Lead
- At a minimum, send a monthly engagement update email that includes progress towards the engagement roadmap, engagement utilization summary, and existing assignments
- Schedule recurring meetings with the Client to review engagement progress, review and update the engagement roadmap, identify additional resource requests, and address service delivery risks
- Schedule additional meetings and email updates as requested

Support Team

This section defines the Support Team's available support levels. As Support Team members perform Service Activities, their effort is measured as FTE. This FTE is allocated for use within the month and are intended to provide consistent, predictable access to services.

Service Area	Level of Support
Strategic Team	Maximum of 0.25 FTE
Technical Team	Maximum of 1.75 FTE
Banner Student Functional Team	Maximum of 0.50 FTE
Reporting Team	Maximum of 0.50 FTE

Additional Support Team Members

- Ellucian may designate additional members of the Support Team based on factors including, but not limited to, Client needs and associated skillset requirements, Ellucian staff availability, and Service Level of Support of this SOW.

Support Team Composition

Ellucian will designate Support Team members aligned with the needs identified by Client according to the Advisory Service the Client has under this contract. Client must commit to the Support Team composition for the duration of the contract.

In the event of an Ellucian-initiated change in a Primary Support Contact, Ellucian will consult with Client to integrate a replacement Support Team member quickly and appropriately into the services process.

Service Activity Definitions

This section defines the available Service Activities.

Service Activity – Strategic Advisory

Program Governance and Execution Support
Provide high-touch program support to drive measurable outcomes, including facilitating weekly project status meetings and coordinating Executive and Steering Committee updates and sessions.

Prioritization and Roadmap Planning
Support ongoing prioritization of key initiatives aligned to institutional goals and desired outcomes.

Consultant Coordination and Delivery Assurance
Ensure effective coordination across stakeholders by monitoring consultant progress, validating status reporting, and proactively driving accountability to keep workstreams on track and aligned with project objectives.

Service Activity – Technical

Reporting support and development:
Assisting end-users with ad hoc query and reporting tools; development and maintenance of reports, dashboards and reporting data sources associated with Ellucian solutions.

Operational data analysis and reconciliation:
Analysis of data from applications in support of business office operations. Assist Client in the reconciliation of data differences between applications.
Exclusion – reconciliations as part of financial aid operations are outside the scope of this SOW.

Programming activities:
Application programming activities including maintenance and development. In addition to changes to application source code, this includes scripting, process automation, workflows and extensibility development. Web mastering and content management.

Technical troubleshooting:
Investigating application errors to identify the root cause and recommend corrective action. This application-level troubleshooting does not include troubleshooting of database, middleware or network components.

Service Activity - Functional

Advisory services and functional consulting:
Advice and guidance on effective application configuration, usage and business processes. Analysis and recommendations on improving current state of application usage and associated business processes. Knowledge transfer to Client on effective practices.

Application functional troubleshooting:
Investigating application errors and data issues through the use of the application user interface and ad hoc query tools.

End-user application support:
Answering end-user questions on application usage; executing application security changes using the application user interface; executing application configuration changes based on end-user requests.

Exclusions Related to Service Activities

Ellucian is not a Third-Party Servicer as defined by the United States Department of Education and so Ellucian does not perform business process operations associated with financial aid.

Ellucian will not act as an agent of the institution by making decisions on behalf of the Client or making submissions of data or reports, to third-party or government agencies.

Ellucian will not interpret regulatory or legal requirements.

Exclusions for financial aid include any tasks that update student records manually, in batch, and/or via scripts or job schedulers (for example: awarding, packaging, disbursement, grouping, batch posting, etc.) in a production environment.

Exclusions for finance and accounts receivable include any tasks that update financial records manually, in batch, and/or via scripts or job schedulers in a production environment.

Exclusions for payroll include running the payroll process in a production environment.

Ellucian will not receive nor distribute funds on behalf of the Client. For example, financial aid awarding, cashiering and payroll.

Application and database upgrades are not included in this contract.

During the Managed Services Term, Ellucian will:

- Host as needed conference calls each week, not to exceed the contacted Service Level of Support, with Client's points of contact
- Be reasonably accessible by telephone and/or email during Normal Business Hours
- Make reasonable efforts to provide timely responses to support cases and to accelerate "time to resolution" as requested by the Client
- Make reasonable attempts to provide prompt and direct communication about Ellucian product critical issues that impact Client's environment
- Record and generate AI Summaries of conference calls. AI Summaries will be reviewed for accuracy and placed in Ellucian provided Client's folder.

Service Areas of Expertise

Areas of Expertise are knowledge domains for which Support Team members are reasonably available. Areas of Expertise may apply to one or more of the Service Activities.

Student (Banner)

Admissions recruitment relationships; recruiting prospective applicants; undergraduate applicants, relationships, and communication; graduate and professional applicants, relationships and communication; non-degree and continuing education students, relationships and communication; programs and curriculum; class scheduling; student registration; grades and academic standing; advising and withdrawals; auditing and awarding degrees; learning support.

Student Accounts Receivable (Banner)
Student billing; exemptions and waivers; third party contracts and installment plans; 1098 T processing; cashiering and reconciliation; refund processing; tuition and fees; delinquent accounts/collections.

Financial Aid (Banner)
Financial aid applications; packaging and disbursement; managing funds; student employment and federal/institutional work study; processing loans; satisfactory academic progress.

Finance (Banner)
Managing external interfaces; purchasing goods and services; accounts payable; fixed assets; managing the chart of accounts and journal entries; developing the annual budget; sponsor programs (pre and post award); endowments; non-student accounts receivable; travel and expense.

Human Resources (Banner)
Processing new hires and faculty contracts; position control; employee records; benefits administration; processing payroll; employee leaves; employee separations.

Programming
Colleague Envision; Colleague ELF; Experience custom cards; Banner PageBuilder; Banner Workflow; Ellucian Workflow; Automic automation; ISE Job Scheduler automation; Oracle PL/SQL; Oracle Pro*C; Java; React.JS; Ellucian Data Connect; CSS; WordPress; Drupal; Microsoft .NET C#/VB;

Report Writing
Ellucian Insights reporting; Evisions Argos reporting; Entrinsik Informer reporting; Microsoft SSRS reporting; IBM Cognos reporting;

CRM Recruit
Student application form development, student application processing, application decision management, prospect marketing strategies, recruitment period roll-over, data import development and configuration, event and trip management, communication management, solution upgrade process, integration configuration, Constituency Experience (CX) configuration and maintenance, security administration.

Service Operations

Where appropriate, Ellucian adheres to an Information Technology Infrastructure Library ("ITIL") framework for service transition and service operation. Ellucian will provide the following in support of service requests ("Requests").

- Deploy an ITIL-consistent Information Technology Service Management ("ITSM") tool that supports service request fulfillment.
- Deploy a self-service web portal for Client to use to create Requests and to view the statis of open Requests.
- Provide necessary training to Client IT staff on the creation of Requests via the ITSM self-service web portal.
- Provide email notifications regarding status and progress of Requests.

Ellucian will consult with Client on the prioritization of Requests and perform work in a manner consistent with Client priorities.

Normal Business Hours are defined as Monday through Friday 8:30 a.m. to 5:00 p.m. in a single time zone as mutually agreed to by Client and Ellucian. Normal Business Hours exclude all Ellucian documented holidays, scheduled vacation, planned or unplanned sick time, and other approved absences from Ellucian.

Service Activities are performed during Normal Business Hours. Ellucian acknowledges that there are situations where scheduled Service Activities may fall outside of Normal Business Hours, for example, production changes that must be completed outside of Client business hours to avoid Client disruption. For these situations, Service Activities may be performed outside of Normal Business Hours as mutually agreed to by Client and Ellucian.

If Service Activities require remote access by Ellucian to customer on-premise systems then that access will be via Lifeline as provided for in the LIFELINE SECURE SERVICE section of this SOW or comparable Ellucian-provided solution.

Client Specific Responsibilities

Throughout the Managed Services Term defined in the Order Form, Client must:

- be and remain current on payment of software support services fees for the Ellucian software solutions that correspond to the particular Managed Service(s) under contract; in the event that Client drops software support services for the corresponding solution(s), such termination or expiration of software support services will not operate to terminate the Managed Services Term or otherwise limit, reduce, terminate, or affect Client's payment obligations under the Order Form;
- complete testing application changes in a test environment;
- upon completion of testing activities, Client must sign off indicating the readiness to move to the pre-production or production environments;
- designate up to 4 points of contact for each Support Team under contract;
- enter all service requests via this self-service web portal;
- complete a welcome questionnaire to establish the initial priorities;
- commit to the initial priorities identified on the welcome questionnaire;
- cooperate with Ellucian in providing timely and relevant information as requested by Ellucian;

LIFELINE SECURE SERVICE (SECURE REMOTE ACCESS FOR SUPPORT SERVICE)

General Service Description

LifeLine offers a consistent and secured ability to engage support from remote Internet locations for local, regional, and central staff with rights and privileges granted by Ellucian's management. LifeLine addresses the particular needs of the Client in the areas of Managed Services (as further described in this SOW), by providing Ellucian a secure communication pathway staff into the Client's network.

The services in this section LIFELINE SECURE SERVICE apply if Ellucian access to Client's network is necessary to perform services in this SOW. If Ellucian access to Client's network is not necessary to perform services in this SOW then the services in this section LIFELINE SECURE SERVICE will not be provided.

Ellucian's Support Operations Staff will work with the site management team and appropriate security staff to define those user rights that are to be granted to the various support groups. All authorized access is based on group settings in a centralized directory service administered by Ellucian.

Specific LifeLine Services

Ellucian will:

- Provide necessary hardware to enable LifeLine service;
- Work with site staff to deploy and connect LifeLine appliance to Client's network;
- Work with Client staff to define those user rights that are to be granted to the engaged support services;

- Maintain hardware and device operating systems, patches, and upgrades including preliminary testing of all patches and upgrades in a test environment before deployment to production environments;
- Provide for user provisioning and de-provisioning centrally; and
- Monitor the LifeLine appliance on a 24x7 basis for availability.

Licenses and Ownership

LifeLine and all its elements will remain the property of Ellucian. Client will have no right, title or interest therein except the limited rights of access and use as specified above. All repairs made to the LifeLine appliance are the responsibility of Ellucian.

Client Responsibilities Specific to LifeLine Service

- Client will provide Ellucian with physical access to supported equipment as needed for onsite activities.
- Client will allow required firewall configuration changes for LifeLine appliance authentication and access.
- Client is advised that with respect to the onsite visit by Ellucian, an onsite visit may require up to 8 hours for travel in each direction, resulting in no more than twenty-four (24) hours/week for onsite services.

Finance Committee Meeting Agenda Item No. 6

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION

TOPIC: TeamDynamix Solutions Order LLC Order Form to replace Solar Winds Service Desk

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
The proposed agreement will modernize the College's technology support services to better serve students, faculty, and staff while supporting operational efficiency and future institutional growth.

The 56-month agreement will replace the College's existing service management platform and will be funded through the approved operating budget. With the retirement of the current system, the agreement is expected to have minimal impact on the College's overall budget.

ALTERNATIVE(S): Do Not Approve

FOR CONTRACTS:
1. **TERM:** 56 months
2. **FISCAL IMPACT:** Current year $60,000.00; 5-year: $74,641.00
3. **TERMINATION TERMS:** Subject to negotiation and board of trustee approval

PRESIDENT'S RECOMMENDATION: Recommend approval.

SUBMITTED BY:	Ta Tanisha Baker	DATE: 10/16/26
BOARD ACTION:		DATE: 10/27/26

ORDER FORM

This Order Form is entered into by and between TeamDynamix Solutions LLC, a Delaware limited liability company ("TeamDynamix"), and the customer entity identified below ("Client"), and references and incorporates by reference the TeamDynamix License Agreement made available online at https://www.teamdynamix.com/teamdynamix-master-agreement/ (the "Agreement"). Capitalized terms used but not defined in this Order Form have the meanings given to them in the Agreement. This Order Form, once executed by both Parties, together with the Agreement and any Addenda referenced herein, constitutes a binding agreement between the Parties as of the Effective Date set forth below.

1. Account and Contract Information

Client: Indian River State College			
Contract Number:	IRSCP00001	**Effective Date:**	October 30, 2026
Contract Term Start Date:	October 30, 2026	**Contract Term End Date:**	June 30, 2031
Term:	56 Months	**Payment Terms:**	Net 30 of Invoice Date
Client Address:	3209 Virginia Avenue, Fort Pierce, Florida United States	**Data Location:**	United States

2. Applications and Pricing

- Universal AI User – Unlimited Work Management Site License for Indian River State College
- Conversational AI Chatbot for IT
- iPaaS 10 flow pack

Table 1.1

License Pricing - 56 Month Agreement					
Cost Items	**Period 1 10/30/2026 to 6/30/2027**	**Period 2 7/1/2027 to 6/30/2028**	**Period 3 7/1/2028 to 6/30/2029**	**Period 4 7/1/2029 to 6/30/2030**	**Period 5 7/1/2030 to 6/30/2031**
AI ITSM - Unlimited Licenses (Includes Chatbot for IT) iPaaS- 10 Flow Pack	$ 60,000.00	$ 138,000.00	$ 150,000.00	$ 158,250.00	$ 166,953.75
	$ 60,000.00	**$ 138,000.00**	**$ 150,000.00**	**$ 158,250.00**	**$ 166,953.75**

Professional Services Fees		
Cost Items	**Period 1**	**Period 2**
Implementation: AI ITSM/iPaaS/PPM/Facilities	Deferred	$ 40,000.00
Professional Services Totals:	**$ -**	**$ 40,000.00**

	Period 1	**Period 2**	**Period 3**	**Period 4**	**Period 5**
Total Price:	**$ 60,000.00**	**$ 178,000.00**	**$ 150,000.00**	**$ 158,250.00**	**$ 166,953.75**

****OMNIA pricing is based on the Software and SaaS Solutions RFP#25-S940 Agreement #159701 executed on 12/1/2025.**

Licensing Payment Schedule

The first payment of $60,000.00 will be invoiced upon execution of this Agreement and will be due net 30. The second payment of $138,000.00 will be invoiced on July 1, 2027 and will be due net 30. The third payment of $150,000.00 will be invoiced on July 1, 2028 and will be due net 30. The fourth payment of $158,250.00 will be invoiced on July 1, 2029 and will be due net 30. The fifth payment of $166,953.75 will be invoiced on July 1, 2030 and will be due net 30 If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this Section 1.

Services Payment Schedule

The following section outlines the payment scheduled associated with the Statement of Work(s) attached to this Order form as **Attachment A.**

1. One hundred percent (100%) of total Consulting Services fees will be invoiced on July 1, 2027 and will be due net 30.

All Prices Listed in USD

1. **Invoices and Fees**. All license fees included in this Order Form will be billed annually on one invoice based on the pricing and schedule set forth in Table 1.1. If additional licenses are purchased by Client, Table 1.1 will be deemed updated to include the additional purchased licenses and the Client will be invoiced as of their effective date for the prorated (on a 365 day basis) amount due for such purchases in accordance with Table 1. The amount of licenses purchased by the Client and set forth in Table 1.1 shall not be reduced except through a mutually executed writing by the Parties.
2. **Purchase Orders.** If Client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to **accounting@teamdynamix.com**.

Contact	Name	Email
Purchase Order Contact	[Enter Name]	[Enter Email]
Invoicing Contact	[Enter Name]	[Enter Email]

3. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

Payee:	TeamDynamix Solutions LLC
Bank:	PNC Bank
Bank Address:	2 Tower Center Blvd., East Brunswick, NJ 08816
Routing Number:	031207607
Account Number:	8026397508
Please contact **accounting@teamdynamix.com** if you require an ACH authorization form, a W-9 or other vendor info.	

3. License and Program Descriptions

The License descriptions for the TeamDynamix's Applications, associated license types, and programs available under the Agreement can be found at (https://www.teamdynamix.com/license-and-program-descriptions/).

IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC	**Indian River State College**
Signature: _____	Signature: _____
Print: _____	Print: _Timothy E. Moore, Ph.D.
Title: _____	Title: _President

PROFESSIONAL SERVICES

Attachment A

TeamDynamix Statement of Work

Prepared for Indian River State College

10/8/2026

ENGAGEMENT TYPE	ENGAGEMENT BEGINS
Tailored	**~4 weeks after execution**
CLIENT	SOW EXPIRES
Indian River State College	**[Execution date + 8 months]**

Introduction

TeamDynamix delivers this engagement using its Tailored Implementation approach. A guided model in which TeamDynamix consultants work alongside Client's team to configure the platform to Client's specific requirements. The approach emphasizes knowledge transfer and customer ownership: Client's team learns the platform, makes the configuration decisions, and leaves the engagement positioned to maintain and evolve the configuration over time.

Foundation through training. Every engagement begins with foundational training delivered through the TeamDynamix LMS, instructor-led sessions, or a combination of both. This training prepares Client's administrators to engage productively in configuration sessions, ensuring decisions are informed by an understanding of the platform's capabilities. Training format and pacing are agreed during the planning exercise at kickoff.

Coached configuration. Following training, the assigned TeamDynamix consultant coaches Client's team through configuration. The consultant performs hands-on configuration during sessions to demonstrate capabilities and accelerate progress, and Client's administrators perform configuration between sessions to build proficiency and ownership. Final configuration decisions, ongoing configuration changes, and the resulting configured state are Client's responsibility. TeamDynamix's role is to guide, demonstrate, and support not to perform the complete configuration on Client's behalf.

Collaborative timeline planning. At kickoff, the assigned TeamDynamix consultant works with Client's project manager to develop a project plan that reflects Client's preferred timeline within the engagement boundaries described in this Statement of Work. The plan accounts for Client's resource availability, decision-making cadence, and other timeline-affecting factors. The agreed plan governs the engagement; the engagement boundaries (including the Statement of Work expiration date) remain as defined in this Statement of Work.

Regular cadence and best-practice guidance. TeamDynamix and Client hold regularly scheduled meetings to work through configuration decisions, review progress, and discuss project status. The assigned consultant shares best practices from comparable engagements, advises on configuration options and trade-offs, and flags risks or issues as they arise.

Regular Status and Configuration Meetings: TeamDynamix and Client shall schedule and attend up to a maximum of two (2) recurring or ad-hoc operational/status meetings per week, not to exceed sixty (60) minutes per meeting, unless otherwise agreed upon in writing by both parties.

Products included in this engagement

Product	Scope summary
IT Service Management	IT Service Management deploys the service desk capabilities of TeamDynamix Work Management to provide a single system for managing service requests, incidents, and changes.
Project Portfolio Management	Project Portfolio Management deploys the project delivery capabilities of TeamDynamix Work Management to provide a central system for intake, prioritization, and delivery of project work.
iPaaS	iPaaS deploys TeamDynamix's integration platform with foundational and advanced training plus scoped integrations (if applicable) to connect source and target systems using a configuration-driven approach.

Product	Scope summary
Conversational AI	Conversational AI deploys TeamDynamix's Virtual Service Agent platform to handle common requests, surface knowledge content, and route to technicians when needed.

How this Statement of Work is organized

This Statement of Work covers TeamDynamix's implementation of the products listed above. The remainder of the document is organized as follows:

Shared engagement responsibilities describe commitments that apply across every engagement section in this Statement of Work: project management, product orientation, training, testing, and go-live. These are the universal commitments that govern any TeamDynamix engagement.

Following the shared section, a separate engagement section appears for each product in scope. Each engagement section includes that product's scope summary, pre-requisites, product-specific responsibilities, engagement-specific approach (if applicable), and deliverables. Scoped integrations, if any, are summarized within the iPaaS or Conversational AI engagement section as applicable.

Commercial terms cover investment, pricing assumptions, travel and expenses, payment schedule, and acceptance language including expiration of this Statement of Work.

Project timeline

This Statement of Work establishes the boundaries within which the project timeline will operate. A project plan, including specific milestone dates, phase boundaries, and resource scheduling, is developed jointly by TeamDynamix and Client during the planning phase at kickoff.

Engagement boundaries. The engagement begins approximately four (4) weeks after execution of this Statement of Work. The typical duration for the products in scope is 3–6 months. The Statement of Work expiration date, eight (8) months from execution, is the outer boundary for completion of all scoped work.

No specific timeline, start date, milestone dates, or completion dates are incorporated into this Statement of Work. Any references to duration in this document are indicative only and do not constitute a delivery commitment.

The schedule agreed during planning is a working target that both parties will aim for in good faith. It is not a fixed or guaranteed delivery date. Regardless of the planning schedule, this Statement of Work expires on the date defined below; that date is calendar-based and is not extended by the planning schedule or by periods of project inactivity. Changes to timeline or scope may require a Change Order and may affect fees, particularly where Professional Services resources must be extended beyond the period agreed during planning. If Client places the engagement on hold,

TeamDynamix resources may be reassigned to other projects, and the schedule will be re-established when the engagement resumes.

Customer commitments required to meet the timeline. The timeline depends on Client meeting the following commitments:

- Availability of administrators, technical resources, and decision-makers per the Shared Engagement Responsibilities section
- Decision-making turnaround within five (5) business days for configuration choices presented during sessions
- Credential, service account, and system access provisioning within timeframes that support the project schedule
- Completion of pre-requisites identified in each engagement section before that engagement section begins
- Attendance at scheduled sessions and timely rescheduling when conflicts arise

Delays in any of the above may impact the project timeline. The mechanism for handling timeline impact is described in the Statement of Work expiration section under Acceptance.

Out of scope

The following items are considered out of scope for this engagement. Services or deliverables beyond what is described in this Statement of Work may be added through a Change Order or a separate Statement of Work.

- Dedicated project management services for Client-side activities. TeamDynamix's assigned consultant facilitates TeamDynamix-led sessions, tracks progress against the implementation plan, and reports status. Client is responsible for managing Client-side resources, stakeholders, internal communications, and any internal change management processes.
- Conversion of historical ticket or project data from other solutions unless identified as a scoped integration within the iPaaS section.
- Capabilities of included products not explicitly listed in the engagement sections

Key contacts

Client

Name: Jason Hazellief

Title: Director of IT

Email: jhazelli@irsc.edu

TeamDynamix Operations

Name: Aaron Crane

Title: VP, Operations

Email: acrane@teamdynamix.com

Shared engagement responsibilities

The responsibilities below apply across every engagement section in this Statement of Work. Product-specific responsibilities are listed within each engagement section that follows.

Activity	Client	TeamDynamix
Project management	• Provide a project manager or engagement lead to coordinate with TeamDynamix. • Identify and coordinate sponsors, administrators, technical resources, and subject matter experts, and ensure they are available for scheduled sessions and decisions. • Provide system credentials, service accounts, and access to required systems within timeframes that support the project schedule.	• Provide an implementation consultant to be the main point-of-contact during the engagement and incorporate other TeamDynamix resources, as necessary. • Meet regularly with Client to review progress, address issues, and maintain the implementation plan.
Product orientation	• Complete the assigned product orientation training before configuration begins. • Designate administrators (typically 1–3) to complete this training in advance of one-on-one configuration sessions.	• Deliver product orientation in the format(s) agreed at planning, providing baseline product knowledge needed for downstream configuration. • Confirm completion of product orientation before scheduling configuration sessions.
Training participation	• Assign administrators (typically 1–3) to attend training, complete pre-requisites, and fully participate in sessions, labs, and hands-on activities.	• Facilitate training across video, instructor-led sessions, labs, and Q&A. • Provide session materials, track progress against the implementation plan, and respond to Client questions in a timely manner.
Testing	• Create user acceptance test scripts, if necessary. • Plan and execute testing, coordinating all Client-side resources involved.	• Provide go-live checklists and support Client through testing. • Perform unit testing on workflows and integrations developed by TeamDynamix consultants.

Activity	Client	TeamDynamix
Go-live & close-out	• Communicate go-live strategy to stakeholders. • Determine how legacy work items will be addressed post go-live. • Participate in close-out meeting and take ownership of delivered configurations.	• Provide 30 days of early-life support to identify and resolve go-live issues. • Facilitate close-out, transfer credentials and operational knowledge, and introduce Client to their TeamDynamix Customer Success team.

PRODUCT

IT Service Management

TeamDynamix Work Management

Module scope summary

- TeamDynamix SaaS deployment (non-private cloud) with vanity URL
- Core integrations: Single Sign-on; Email monitors; People Import user synchronization
- Client Portal
- Knowledge Management
- Service Catalog
- Ticketing Essentials*
- Advanced Ticketing*
- Asset Register*
- AI Service Assist
- Reporting

*Administrators can combine several different features and functions from these modules to support several different key ITIL processes, such as Major Incident, Problem Management, CMDB, Change Management, etc.

Departments in scope

The following departments are in scope for this product.

- Information Technology and Facilities

Pre-requisites

The following items must be in place at the beginning of the engagement to stay on schedule.

- SAML 2.0 metadata available via URL
- Email account with OAuth authentication for inbound monitor configuration
- Export of people records from master source of record in the format provided by TeamDynamix
- Identification of defined URL and DNS entry ready to be mapped to the TeamDynamix environment

Product-specific responsibilities

These responsibilities are unique to this engagement section. Shared engagement responsibilities appear in the Shared Engagement Responsibilities section above and apply to this engagement as well.

Activity	Client	TeamDynamix
Setup	• Provide technical resources to support SaaS environment setup, SSO configuration, and email monitor setup. • Provide server for proxy installation if required.	• Provision the SaaS environment and deliver system access. • Work with Client to configure SAML SSO, inbound email monitors, and file import utility for People Import process
Configuration	• Lead configuration with TeamDynamix support. • Identify knowledge base articles and service offerings for coached configuration. • Communicate desired state processes and make configuration decisions	• Coach Client through configuration of in-scope ITSM capabilities. • Share best practice advice from other deployments to aid Client's configuration decisions.
End-user training	• Identify ticket users to be trained. • Communicate the training plan and business process changes resulting from the implementation.	• Provide administrative training to Client administrators throughout the engagement. • Provide training materials in the form of videos and documentation and support training effort through open house workshops.

Deliverables

Upon completion of this engagement, Client will receive the following:

- Provisioned SaaS environment with system access delivered to Client
- SAML SSO configuration with one Identity Provider
- Up to three (3) configured inbound email monitors
- User synchronization process via file-based import
- Configured Client Portal, branded with out-of-the-box configuration
- Up to twenty (20) configured knowledge base articles
- Up to twenty (20) configured service offerings in the Service Catalog
- Configure up to five (5) ticketing forms, two (2) SLAs, and (2) automation rules
- Up to two (2) configured workflows for process automation
- Configured AI Service Assist features (if AI Service Assist is not out-of-scope)
- Standard reports and dashboards configured per workshop
- Technician training sessions delivered via instructional videos
- Up to one (1) open-house/workshop session (60–90 minutes)

PRODUCT

Project Portfolio Management

TeamDynamix Work Management

Scope summary

- Project Management Essentials
- Advanced Project & Portfolio Management
- Time and expense tracking
- Reporting and dashboards

Departments in scope

The following departments are in scope for this product.

- Information Technology

Pre-requisites

The following items must be in place at the beginning of the engagement to stay on schedule.

- Identification of in-scope departments prior to kickoff
- Definition of project request submission process and approval criteria
- Identification of functional roles and resource pool structure
- If shared with ITSM: coordination on which Work Management instance is being used

Product-specific responsibilities

These responsibilities are unique to this engagement section. Shared engagement responsibilities appear in the Shared Engagement Responsibilities section above and apply to this engagement as well.

Activity	Client	TeamDynamix
Setup	• Provide technical resources to support SaaS environment setup as needed.	• Provision the SaaS environment and deliver system access. Coordinate with ITSM setup activities to avoid duplication where the same Work Management instance is used.

Activity	Client	TeamDynamix
Configuration	• Lead configuration with TeamDynamix support. Communicate desired state processes for project requests, scorecards, and resource management. Make configuration decisions.	• Coach Client through configuration of project templates and types, project requests and evaluation workflows, scorecards, programs and portfolios, time and expense tracking, and resource management (functional roles and resource pools).
End-user training	• Identify TDNext users for PPM. Communicate the training plan and business process changes resulting from the implementation.	• Deliver up to two live, instructor-led TDNext training sessions and one open-house/workshop session for PPM users.

Deliverables

Upon completion of this engagement, Client will receive the following:

- Provisioned SaaS environment with system access delivered to Client
- SAML SSO configuration with one Identity Provider
- One (1) configured project management application
- One (1) configured project request submission process with evaluation workflow
- One (1) configured project scorecard
- Configured time and expense tracking
- Configured functional roles and resource pools for capacity planning
- Standard project and portfolio reports and dashboards
- Technician training sessions delivered via instructional videos
- Up to one (1) open-house/workshop session (60–90 minutes)

Out of scope for this engagement

- Project Portfolio Management deployment of other departments (EPPM)

PRODUCT

iPaaS

TeamDynamix Integration Platform

Scope summary

- iPaaS SaaS deployment
- Foundational iPaaS training for Client administrators
- 50 calendar days of consultant support

Departments in scope

The following departments are in scope for this product.

- Information Technology

Pre-requisites

The following items must be in place at the beginning of the engagement to stay on schedule.

- Server (virtual or physical) provisioned for proxy server installation, if required
- Identification of integration scope prior to kickoff (if integration services are scoped)
- Access to required source and target systems, including authentication credentials, service accounts, API keys, and any necessary system access, provided within timeframes that support the integration build schedule. Delays in credential or access provisioning may impact the integration timeline.
- Subject matter experts and system administrators for source and target systems available for design and testing sessions
- Active third-party vendor relationships for any commercial systems involved in scoped integrations

Product-specific responsibilities

These responsibilities are unique to this engagement section. Shared engagement responsibilities appear in the Shared Engagement Responsibilities section above and apply to this engagement as well.

Activity	Client	TeamDynamix
Setup	• Provide a server (virtual or physical) for proxy server installation if required.	• Provision the iPaaS SaaS environment, deliver system access information, and provide proxy server specifications.

Activity	Client	TeamDynamix
Integration (if scoped)	• Complete the iPaaS integration worksheet and meet with TeamDynamix to define firm requirements. • Provide access to required systems and subject matter experts. • Manage any third-party relationships involved. • Create test scripts and execute integration testing.	• Gather detailed requirements, validate the design approach with Client, and build the scoped integration(s). • Provide status updates during the build, and communicate delivery timelines after requirements analysis (complex scenarios may require additional lead time). • Perform unit testing, review completed integrations with Client, and support transition to production.

Engagement approach

The iPaaS implementation begins with a planning exercise to align timelines and integration scope. Client administrators receive training covering iPaaS topics with hands-on labs. TeamDynamix Professional Services provides weekly sessions for 50 calendar days to support knowledge transfer and answer questions. If integration services are scoped, TeamDynamix meets with Client to define firm requirements based on the completed integration worksheet, validates a design approach, and builds the scoped integrations. Integration services may run on a different schedule than the broader rollout, depending on complexity.

Deliverables

Upon completion of this engagement, Client will receive the following:

- Provisioned iPaaS SaaS environment with system access delivered to Client
- Foundational and extended iPaaS training
- Up to fifty (50) calendar days of consultant support
- Scoped integration(s) (if integration services are scoped) including requirements documentation, design approach, and unit testing

Out of scope for this engagement

- N/A

PRODUCT

Conversational AI

TeamDynamix Conversational AI

Scope summary

- Conversational AI SaaS deployment
- Foundational Conversational AI training for Client administrators
- Configuration support for Client's Virtual Service Agent (VSA)
- Deployment of two (2) pre-built templates from the Global Library
- Two (2) weeks of post-deployment support

Departments in scope

The following departments are in scope for this product.

- Information Technology

Pre-requisites

The following items must be in place at or before kickoff for this engagement to begin on schedule.

- Identification of knowledge data sources for ingestion into the VSA prior to configuration
- Cleanup, updates, and corrections to knowledge content completed before kickoff. Knowledge content updates during configuration may impact the project timeline.
- Selection of two (2) Global Library templates prior to configuration phase
- Decision on VSA deployment target (e.g., portal, Microsoft Teams, web embed) prior to configuration
- Server provisioned for proxy server installation, if required

Product-specific responsibilities

These responsibilities are unique to this engagement section. Shared engagement responsibilities appear in the Shared Engagement Responsibilities section above and apply to this engagement as well.

Activity	Client	TeamDynamix
Setup	• Provide a server (virtual or physical) for proxy server installation if required.	• Provision the SaaS environment, deliver system access information, and provide proxy server specifications.

Activity	Client	TeamDynamix
Configuration	• Identify knowledge data for ingestion into the VSA and select two Global Library templates for configuration. • Define appropriate responses and conversation flows for the VSA. • Choose where to deploy the VSA interface. • Provide the technical information and field mappings needed to adapt the selected templates to Client's environment.	• Guide Client through VSA setup and tune responses to improve accuracy over time. • Configure the two selected Global Library templates to Client's specific environment. Respond to Client questions throughout the configuration period.
Post-deployment	• Promote the Conversational AI application to production when ready.	• For two weeks following completion of VSA and template configuration, respond to questions and address issues related to the Conversational AI configuration.

Engagement approach

The Conversational AI implementation begins after Client administrators are exposed to foundational training covering VSA construction, intent matching, orchestration, and conversational UX. An assigned TeamDynamix consultant works with Client for a thirty-five (35) calendar day period to deploy two pre-built templates from the Global Library and configure the Virtual Service Agent. The templates accelerate time-to-value and demonstrate best practices that Client can apply to future agents. For two weeks following completion, TeamDynamix remains available to answer questions and address configuration issues.

Deliverables

Upon completion of this engagement, Client will receive the following:

- Provisioned Conversational AI SaaS environment with system access delivered to Client
- Configured Virtual Service Agent (VSA) deployed to selected target
- Two (2) configured templates from the Global Library, adapted to Client's environment
- Foundational Conversational AI training for Client administrators
- Two (2) weeks of post-deployment support

Commercial terms

Pricing assumptions

- Pricing assumes a standard configuration approach as described in the Scope Summary of each engagement section. Significant deviation from the stated scope may require a Change Order.
- All pricing is in U.S. dollars and is exclusive of applicable taxes.
- This pricing is valid for thirty (30) days from the date of this Statement of Work. Pricing and schedule may be adjusted if this Statement of Work is not executed within that period.
- Pricing assumes that this Statement of Work is fully executed prior to or concurrent with execution of the License Agreement or an Order Form referencing the License Agreement
- Pricing does not include Client-side hardware, software licenses, third-party services, or charges from third-party vendors required to complete integrations.
- Should Client require services or deliverables beyond those listed in the engagement sections of this Statement of Work, those services may be added through a Change Order or a separately executed Statement of Work.

Travel and expenses

Services described in this Statement of Work are performed remotely by default. If onsite work is requested by Client, the following terms apply to travel and expense reimbursement.

- Travel beyond fifty (50) miles from the assigned consultant's base location is reimbursable at actual cost.
- Reimbursable travel expenses include coach-class airfare, reasonable hotel accommodation and applicable taxes, meal expenses, ground transportation (auto rental and fuel, taxis, ride-share), and parking fees.
- Work performed outside standard business hours of 8:00 AM to 5:00 PM Client local time, Monday through Friday, excluding U.S. federal holidays, will be invoiced at one and one-half (1.5×) the standard hourly rate. Out-of-business-hours work requires Client approval and advance scheduling.
- All travel and expense charges are invoiced separately, in arrears, and are not included in the totals shown in the Investment table.

Acceptance

This Statement of Work is governed by the terms and conditions set forth in the Professional Services Addendum, which forms part of the License Agreement between TeamDynamix and Client. In the event of any conflict between this Statement of Work and the License Agreement, the terms of the License Agreement prevail.

By signing below, Client acknowledges the following:

- A complete and approved set of requirements is required before TeamDynamix can begin configuration or integration work.
- Additional requirements introduced after approval may require a formal change order and additional services.
- Timely feedback and decision-making are essential to maintain the project schedule.
- Client is responsible for ongoing ownership and maintenance of any applications, configurations, or integrations delivered. Future changes require a separate Professional Services engagement.
- Active participation during and after training sessions is critical to Client's success.
- Frequent meeting cancellations, no-shows, or changes to Client-assigned project resources may impact timeline and could result in additional costs or schedule adjustments.

Statement of Work expiration

This Statement of Work expires eight (8) months from the date of execution. The expiration date is shown on the cover page. The engagement is considered complete on the expiration date, whether or not all scoped work has been delivered.

The expiration date assumes a reasonable pace of progress. Delays in resource availability, credential provisioning, or decision-making reduce the time available to complete scoped work before expiration. The expiration date is calendar-based and is not extended by periods of project inactivity. Delays caused by TeamDynamix do not count toward the expiration date, and the expiration date will be adjusted to account for any such delay.

If Client requires additional time to complete scoped work, the parties may execute a Change Order to extend the expiration date. Extensions may include adjustments to fees or schedule based on the additional consulting time required.

Indian River State College

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
INFORMATION

TOPIC: Condensed Financial Report & Highlights for May & June 2026

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:
Total assets of approximately $79.8 million are predominantly held in cash and investments (~72%), reflecting a highly liquid and stable financial position. Total assets decreased $4.5 million (~5.4%) compared to the prior year, reflecting fluctuations across funds.

Total liabilities decreased $1.3 million (9.7%) from the prior year, driven mainly by lower accounts payable and deferred liabilities at year-end. The College maintains a strong asset position with low, primarily operational liabilities, reflecting overall financial stability and minimal balance sheet risk.

Total revenue increased $17.2 million year-over-year, driven primarily by Fund 1, Fund 2, and Fund 7; partially offset by a decline in Fund 3, driven by the transition from on-campus bookstore operations to BibliU, and Fund 5 showing modest increase.

Total expenses increased $37.7 million year-over-year, driven primarily by higher spending in Fund 1 and Fund 2; offset by decrease in Fund 3 related to outsourced bookstore operations and Fund 7 due to decreased capital projects.

While certain funds reflect losses due to expense growth and fund-specific dynamics, losses in Fund 1 and Fund 3 highlight a need for continued monitoring of costs and alignment with sustainable revenue in future planning.

ALTERNATIVE(S): N/A

FISCAL IMPACT: N/A

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Edith Pacacha DATE: 10/7/26

BOARD ACTION: None Required DATE: 10/27/26

District Board of Trustees
Financial Highlights



Indian River State College
June 2026

Assets & Liabilities: FY25 vs FY26
June 2026

Assets (FY25→FY26)

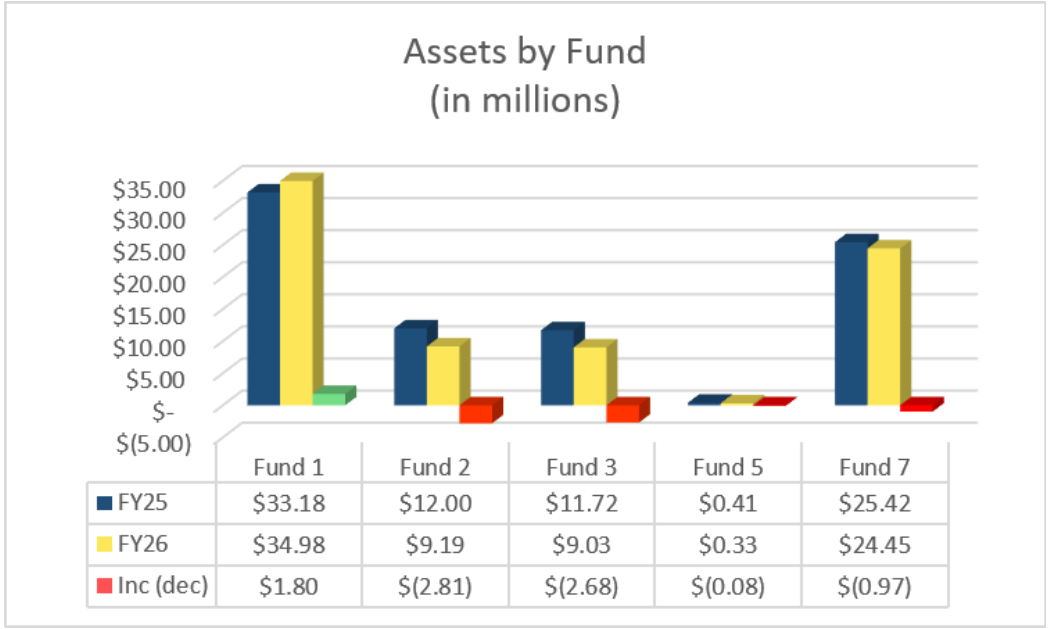
Total assets of approximately $79.8 million are predominantly held in cash and investments (~72%), reflecting a highly liquid and stable financial position. Total assets decreased $4.5 million (~5.4%) compared to the prior year, reflecting fluctuations across funds.

Liabilities (FY25→FY26)

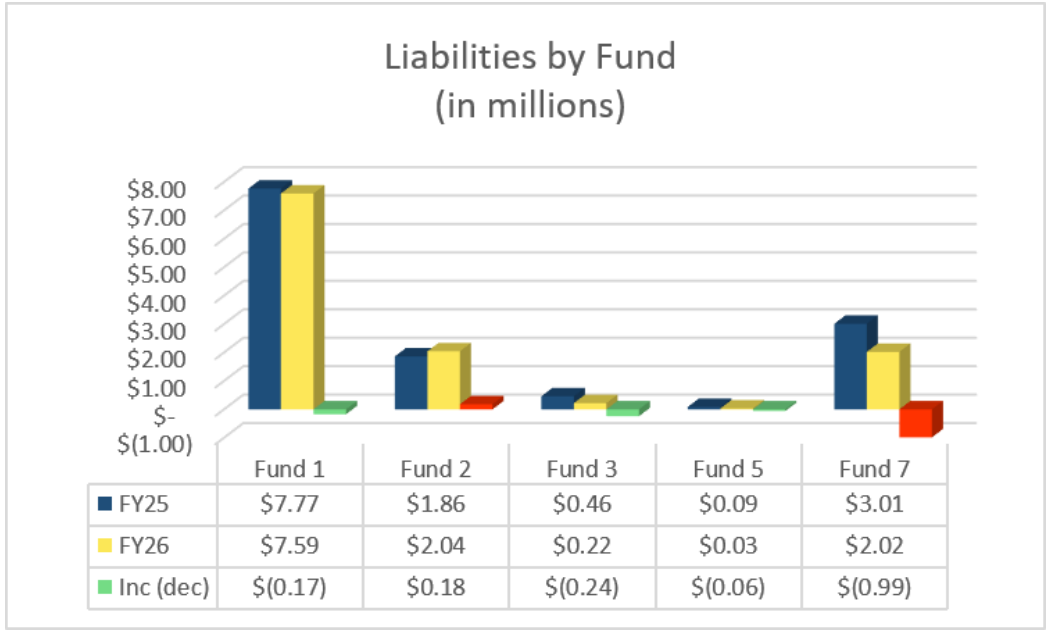
Total liabilities decreased $1.3 million (9.7%) from the prior year, driven mainly by lower accounts payable and deferred liabilities at year-end.

Board Oversight Takeaway

The College maintains a strong asset position with low, primarily operational liabilities, reflecting overall financial stability and minimal balance sheet risk.



	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$33.18	$12.00	$11.72	$0.41	$25.42
FY26	$34.98	$9.19	$9.03	$0.33	$24.45
Inc (dec)	$1.80	$(2.81)	$(2.68)	$(0.08)	$(0.97)



	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$7.77	$1.86	$0.46	$0.09	$3.01
FY26	$7.59	$2.04	$0.22	$0.03	$2.02
Inc (dec)	$(0.17)	$0.18	$(0.24)	$(0.06)	$(0.99)

Revenue & Expenses: FY25 vs FY26
June 2026

Revenue (FY26 up)

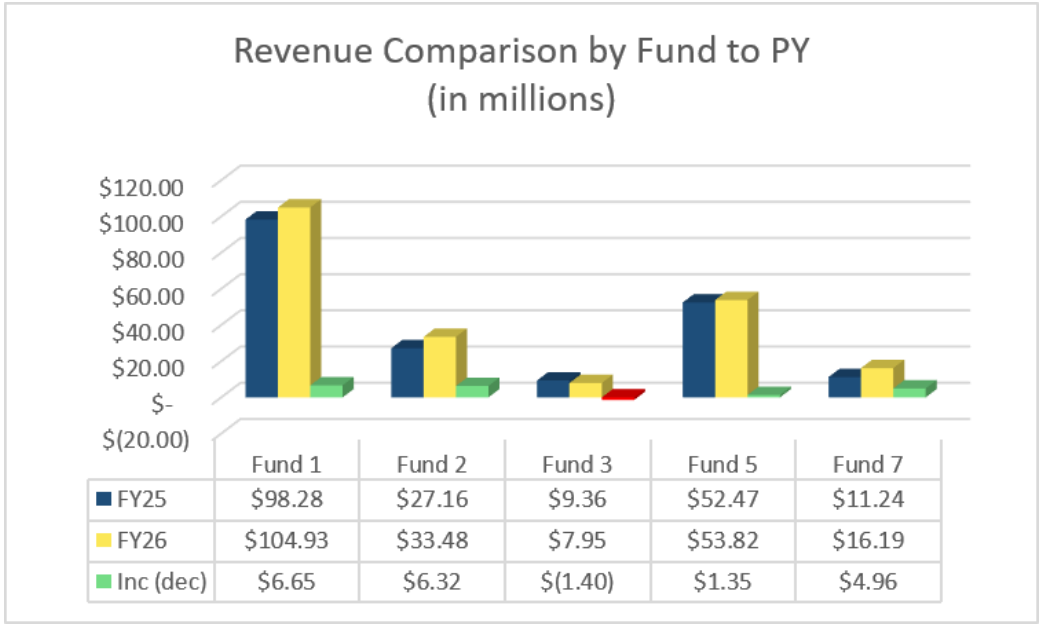
Total revenue increased $17.2 million year-over-year, driven primarily by Fund 1, Fund 2, and Fund 7; partially offset by a decline in Fund 3, driven by the transition from on-campus bookstore operations to BibliU, and Fund 5 showing modest increase.

Expenses (controlled growth)

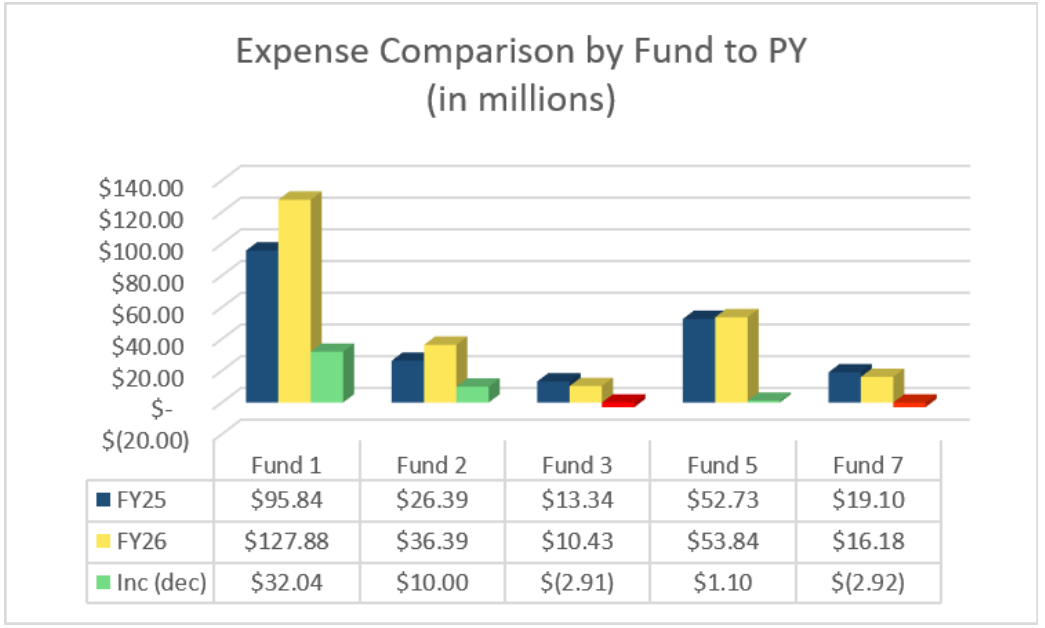
Total expenses increased $37.7 million year-over-year, driven primarily by higher spending in Fund 1 and Fund 2; offset by decrease in Fund 3 related to outsourced bookstore operations and Fund 7 due to decreased capital projects

Board Oversight Takeaway

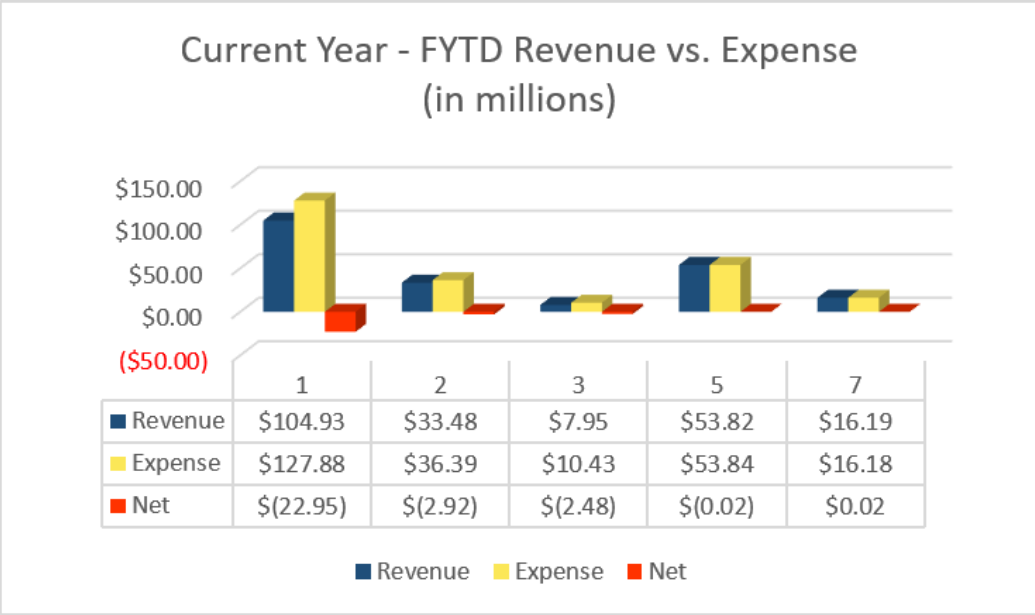
Revenues increased year-over-year; however, expense growth outpaced revenue, resulting in tighter operating margins.

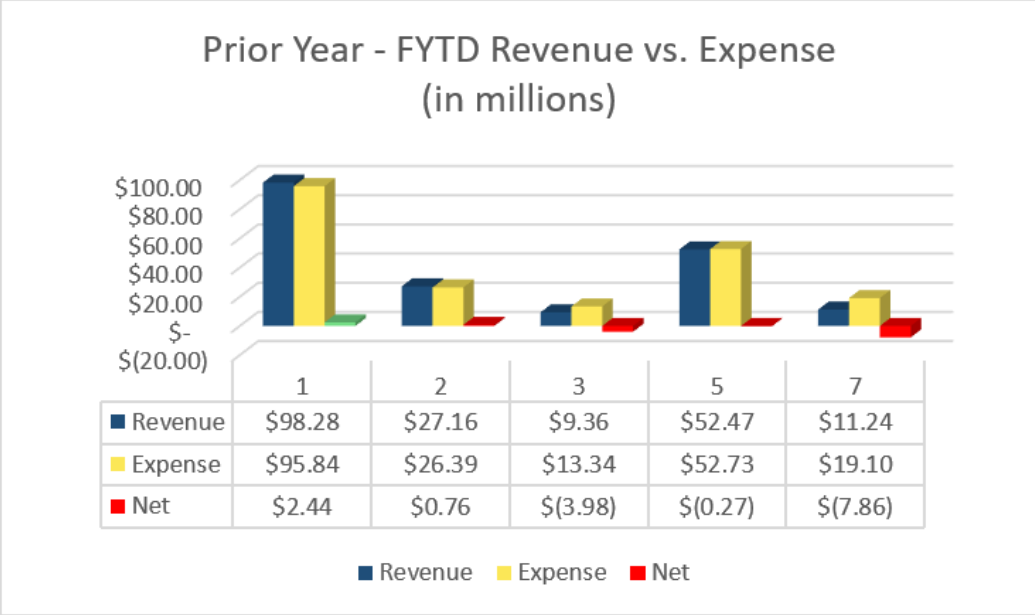


	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$98.28	$27.16	$9.36	$52.47	$11.24
FY26	$104.93	$33.48	$7.95	$53.82	$16.19
Inc (dec)	$6.65	$6.32	$(1.40)	$1.35	$4.96



	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$95.84	$26.39	$13.34	$52.73	$19.10
FY26	$127.88	$36.39	$10.43	$53.84	$16.18
Inc (dec)	$32.04	$10.00	$(2.91)	$1.10	$(2.92)





Net Gain (Loss): FY26 vs FY25
June 2026

What the comparison shows

Overall growth in both revenues and expenses across funds, with expense increases outpacing revenue in some areas, resulting in uneven changes in net results and tighter margins year-over-year.

Why some funds show losses

Current-year losses in Fund 1 and Fund 3 can be attributed to operational and strategic priorities. Losses Fund 2 and Fund 5 are expected as expenses often precede associated revenues. Losses are due to timing and project progression.

Board Oversight Takeaway

While certain funds reflect losses due to expense growth and fund-specific dynamics, losses in Fund 1 and Fund 3 highlight a need for continued monitoring of costs and alignment with sustainable revenue in future planning.

Fund 1: Revenue & Expenses
June 2026

Revenues (FY25→FY26)

Student Fee revenue increased year over year, reflecting an accounting standard change that reclassified dual-enrollment revenue from government appropriations to student fees.

State appropriations remain the largest single revenue source, providing a stable foundation for core operations.

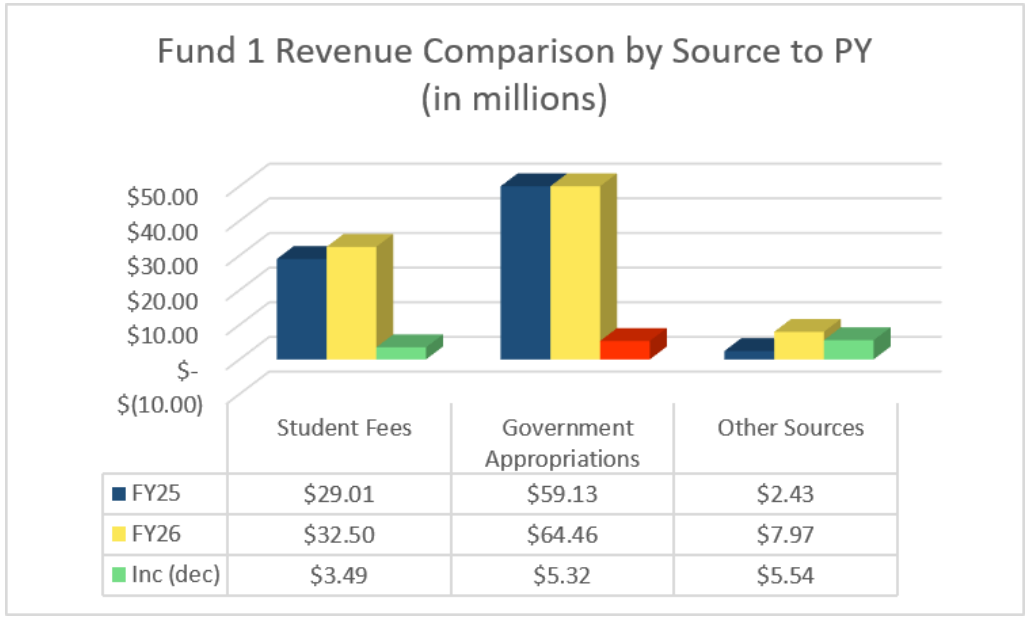
Other Sources includes planned transfers to Fund 1 to offset increases in health insurance costs.

Expenses (FY25→FY26)

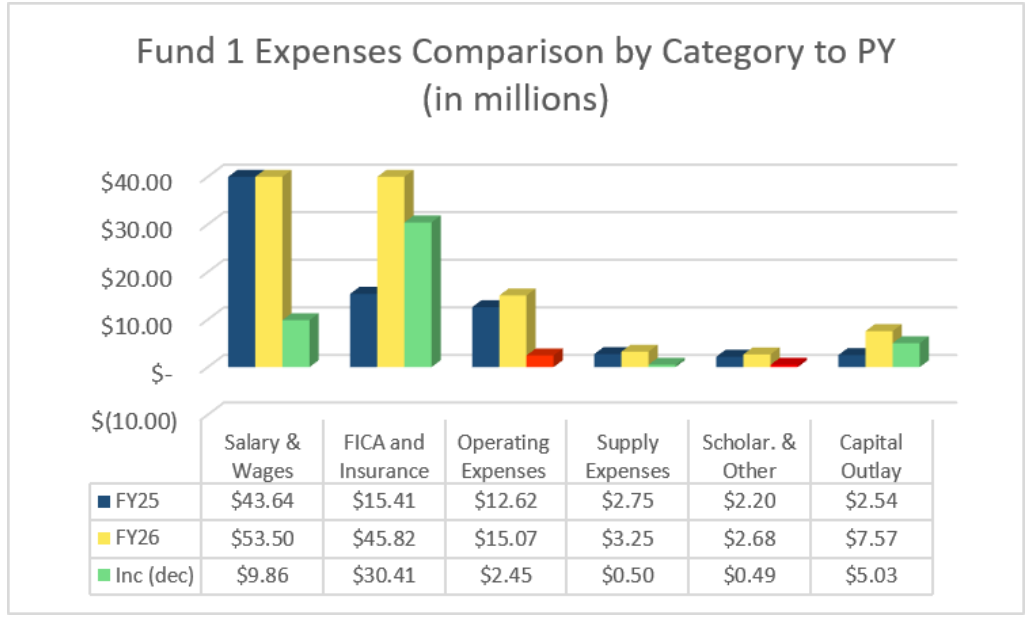
Fund 1 expenses also increased year over year, driven primarily by salary, benefit, and capitalized ERP costs associated with strategic goals and institutional operations.

Board Oversight Takeaway

Recommend continued oversight to maintain a fund balance that exceeds minimum statutory requirements while supporting strategic goals and positioning the College to meet future obligations and financial commitments.



	Student Fees	Government Appropriations	Other Sources
FY25	$29.01	$59.13	$2.43
FY26	$32.50	$64.46	$7.97
Inc (dec)	$3.49	$5.32	$5.54



	Salary & Wages	FICA and Insurance	Operating Expenses	Supply Expenses	Scholar. & Other	Capital Outlay
FY25	$43.64	$15.41	$12.62	$2.75	$2.20	$2.54
FY26	$53.50	$45.82	$15.07	$3.25	$2.68	$7.57
Inc (dec)	$9.86	$30.41	$2.45	$0.50	$0.49	$5.03

Fund 2: Revenue & Expenses
June 2026

Revenues (FY25→FY26)

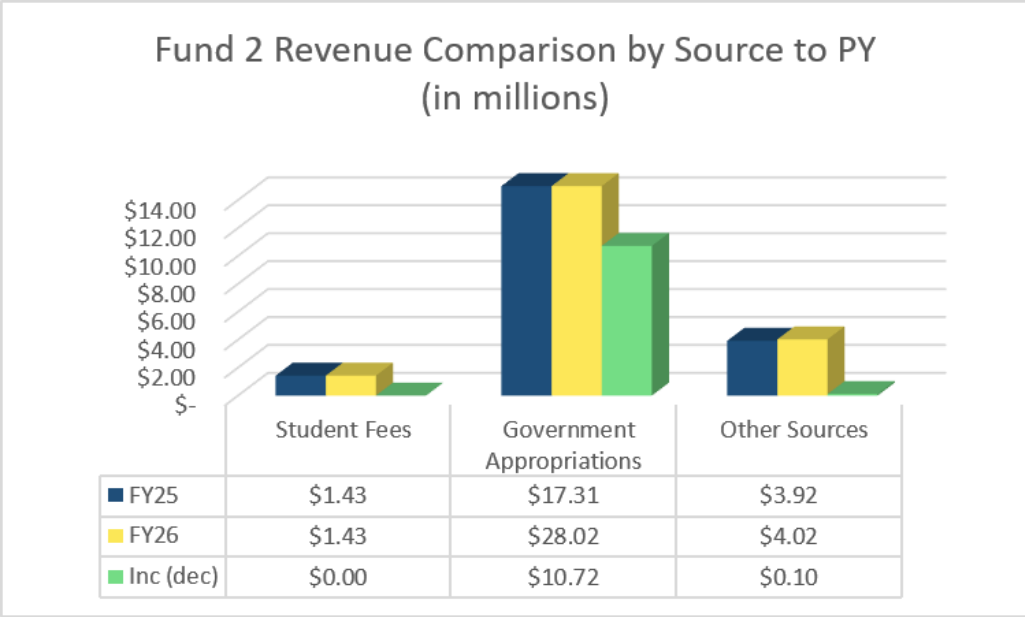
Restricted revenues increased year over year primarily in government appropriations due to Manufacturing Innovation Hub and Pipeline funding.

Expenses (FY25→FY26)

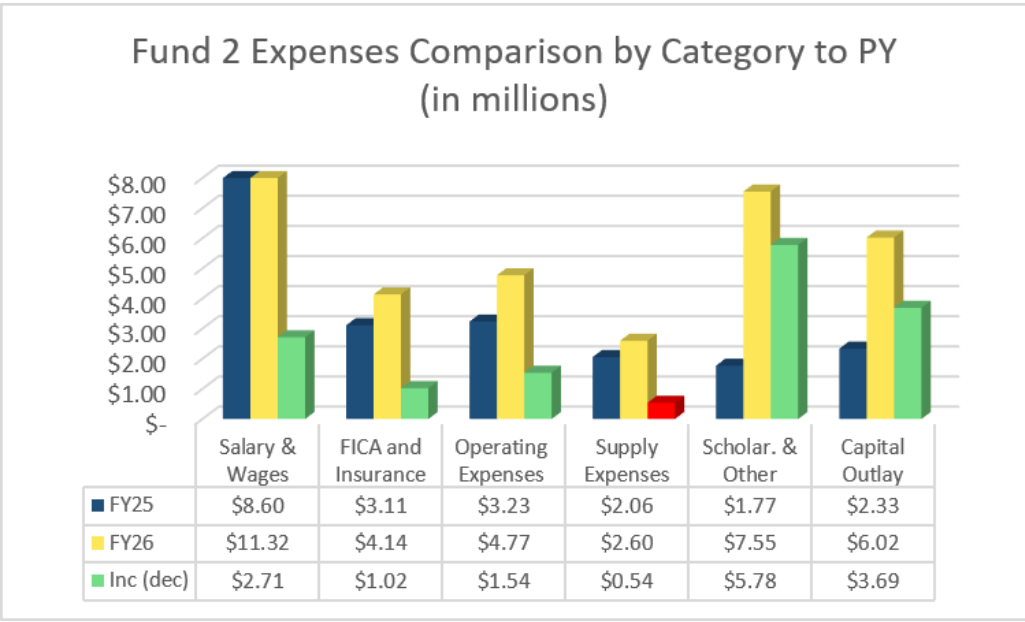
Variations in expense activity primarily reflect changes in the timing, scope, and funding of individual programs, including grants and charter school operations. Overall expense patterns remained consistent with operational needs and available funding.

Board Oversight Takeaway

Increased restricted funding supported expanded program activity, while expenses remained aligned with operational needs and available resources.



	Student Fees	Government Appropriations	Other Sources
FY25	$1.43	$17.31	$3.92
FY26	$1.43	$28.02	$4.02
Inc (dec)	$0.00	$10.72	$0.10



	Salary & Wages	FICA and Insurance	Operating Expenses	Supply Expenses	Scholar. & Other	Capital Outlay
FY25	$8.60	$3.11	$3.23	$2.06	$1.77	$2.33
FY26	$11.32	$4.14	$4.77	$2.60	$7.55	$6.02
Inc (dec)	$2.71	$1.02	$1.54	$0.54	$5.78	$3.69

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
June 30, 2026

	TOTAL	FUND CLASS: UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Assets								
Cash & Investments	$ 57,659,861.45	$ 33,600,886.87	$ 1,694,269.42	$ 8,726,252.37	$ 10,845.23	$ (701,718.24)	$ 1,649,608.93	$ 12,679,716.87
Accounts Rec.	22,104,372.48	1,374,968.11	7,492,774.34	305,233.79	-	1,032,296.62	124,761.35	11,774,338.27
Inventories	3,080.04	-	-	3,080.04	-	-	-	-
Total Assets	$ 79,767,313.97	$ 34,975,854.98	$ 9,187,043.76	$ 9,034,566.20	$ 10,845.23	$ 330,578.38	$ 1,774,370.28	$ 24,454,055.14
Prior Month Totals	*$ 76,221,671.30*	*$ 35,883,419.58*	*$ 11,736,345.57*	*9,756,293.18*	*$ 10,845.23*	*309,658.75*	*1,767,703.57*	*16,757,405.42*
Variance	*3,545,642.67*	*(907,564.60)*	*(2,549,301.81)*	*(721,726.98)*	*0.00*	*20,919.63*	*6,666.71*	*7,696,649.72*
% Prior Month	*4.7%*	*-2.5%*	*-21.7%*	*-7.4%*	*0.0%*	*6.8%*	*0.4%*	*45.9%*
Prior Year Totals	*$ 84,315,887.91*	*$ 33,180,233.97*	*$ 11,995,981.38*	*11,715,489.09*	*$ 10,845.23*	*$ 407,847.33*	*1,582,251.11*	*25,423,239.80*
Variance	*(4,548,573.94)*	*1,795,621.01*	*(2,808,937.62)*	*(2,680,922.89)*	*0.00*	*(77,268.95)*	*192,119.17*	*(969,184.66)*
% Prior Year	*-5.4%*	*5.4%*	*-23.4%*	*-22.9%*	*0.0%*	*-18.9%*	*12.1%*	*-3.8%*
Liabilities								
Payables	$ 10,274,448.23	$ 7,595,977.76	$ 403,203.53	$ 218,763.85	$ -	$ 29,327.50	$ 3,512.88	$ 2,023,662.71
Unearned Revenue	1,643,430.43	(1,724.86)	1,639,771.74	811.50	-	(73.08)	4,817.73	(172.60)
Total Liabilities *	$ 11,917,878.66	$ 7,594,252.90	$ 2,042,975.27	$ 219,575.35	$ -	$ 29,254.42	$ 8,330.61	$ 2,023,490.11
Prior Month Totals	*$ 5,229,768.17*	*$ 2,482,032.22*	*$ 2,213,435.53*	*$ 325,422.48*	*$ -*	*$ 67,956.02*	*$ 16,530.09*	*124,391.83*
Variance	*6,688,110.49*	*5,112,220.68*	*(170,460.26)*	*(105,847.13)*	*-*	*(38,701.60)*	*(8,199.48)*	*1,899,098.28*
% Prior Month	*127.9%*	*206.0%*	*-7.7%*	*-32.5%*	*#DIV/0!*	*-57.0%*	*-49.6%*	*1526.7%*
Prior Year Totals	*$ 13,200,388.20*	*$ 7,767,139.71*	*$ 1,863,556.78*	*$ 460,335.58*	*$ -*	*$ 86,490.99*	*$ 12,792.86*	*$ 3,010,072.28*
Variance	*(1,282,509.54)*	*(172,886.81)*	*179,418.49*	*(240,760.23)*	*-*	*(57,236.57)*	*(4,462.25)*	*(986,582.17)*
% Prior Year	*-9.7%*	*-2.2%*	*9.6%*	*-52.3%*	*#DIV/0!*	*-66.2%*	*-34.9%*	*-32.8%*

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
June 30, 2026

	TOTAL	FUND CLASS: UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Fund Balance	$ 67,849,435.31	$ 27,381,602.08	$ 7,144,068.49	$ 8,814,990.85	$ 10,845.23	$ 301,323.96	$ 1,766,039.67	$ 22,430,565.03
Prior Month Totals	*$ 70,991,903.13*	*$ 33,401,387.36*	*$ 9,522,910.04*	*$ 9,430,870.70*	*$ 10,845.23*	*$ 241,702.73*	*$ 1,751,173.48*	*$ 16,633,013.59*
Increase (decrease)	*$ (3,142,467.82)*	*$ (6,019,785.28)*	*$ (2,378,841.55)*	*$ (615,879.85)*	*$ -*	*$ 59,621.23*	*$ 14,866.19*	*$ 5,797,551.44*
	-4.4%	*-18.0%*	*-25.0%*	*-6.5%*	*0.0%*	*24.7%*	*0.8%*	*34.9%*
Prior Year Totals	*$ 71,115,499.71*	*$ 25,413,094.26*	*$ 10,132,424.60*	*$ 11,255,153.51*	*$ 10,845.23*	*$ 321,356.34*	*$ 1,569,458.25*	*$ 22,413,167.52*
Increase (decrease)	*$ (3,266,064.40)*	*$ 1,968,507.82*	*$ (2,988,356.11)*	*$ (2,440,162.66)*	*$ -*	*$ (20,032.38)*	*$ 196,581.42*	*$ 17,397.51*
	-4.6%	*7.7%*	*-29.5%*	*-21.7%*	*0.0%*	*-6.2%*	*12.5%*	*0.1%*
Total Liabilities & Fund balance	$ 79,767,313.97	$ 34,975,854.98	$ 9,187,043.76	$ 9,034,566.20	$ 10,845.23	$ 330,578.38	$ 1,774,370.28	$ 24,454,055.14

* Total Liabilities does not include Compensated Leave and Pension Liability. At 6/30/2025, the Unrestricted Current Fund, Restricted Current Fund, and the Auxiliary Fund liability totaled $79,362,368, $227,513, and $142,263, respectively.

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING JUNE 30, 2026

	FUND CLASS: 1 - Unrestricted Current			% of Budget		FUND CLASS: 2 - Restricted Current			% of Budget	
	Current Budget	Year to Date Actual 6/30/2026	Unobligated Balance	FY26	FY25	Current Budget	Year to Date Actual 6/30/2026	Unobligated Balance	FY26	FY25
Revenue:										
Student Fees	$ 30,143,668	$ 32,499,239	$ (2,355,571)	108%	105%	$ 1,301,972	$ 1,427,725	$ (125,753)	110%	113%
Government Appropriations	65,389,786	64,458,953	930,833	99%	99%	42,803,502	28,023,414	14,780,088	65%	49%
Other Sources	6,854,883	7,972,726	(1,117,843)	116%	150%	1,561,928	4,024,985	(2,463,057)	258%	212%
Total Revenue	$ 102,388,337	$ 104,930,918	$ (2,542,581)	102%	102%	$ 45,667,402	$ 33,476,124	12,191,278	73%	60%
Expenses:										
Salary and Wages	$ 56,367,044	$ 53,499,313	2,867,731	95%	89%	$ 13,309,646	$ 11,315,979	$ 1,993,667	85%	76%
FICA and Insurance	24,608,046	45,815,182	(21,207,136)	186%	103%	5,527,403	4,135,782	1,391,622	75%	84%
Operating Expenses	17,039,491	15,065,176	1,974,315	88%	77%	8,766,850	4,770,824	3,996,026	54%	38%
Supply Expenses	4,971,371	3,253,095	1,718,276	65%	83%	3,473,979	2,597,984	875,995	75%	55%
Scholarships and Other	2,514,305	2,681,727	(167,422)	107%	91%	4,358,771	7,548,926	(3,190,155)	173%	73%
Capital Outlay	14,701,997	7,569,260	7,132,737	51%	65%	11,741,476	6,024,284	5,717,192	51%	29%
Total Expenses	$ 120,202,254	$ 127,883,753	$ (7,681,499)	106%	88%	$ 47,178,125	$ 36,393,778	10,784,347	77%	56%
Net Revenues and Expenses	$ (17,813,917)	$ (22,952,835)				$ (1,510,723)	$ (2,917,654)			

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING JUNE 30, 2026

	FUND CLASS: 1 - Unrestricted Current			% of Budget		PRIOR YEAR COMPARISON FUND CLASS: 1 - Unrestricted Current			
	Board Approved Current Budget	Year to Date Actual 6/30/2026	Unobligated Balance	FY26	FY25	Prior Year Budget	Year to Date Actual 6/30/2025	Change from FY25 to FY26 $ Change	Change from FY25 to FY26 % Change
Revenue:									
Student Fees	$ 30,143,668	$ 32,499,239	$ (2,355,571)	108%	105%	$ 27,507,143	$ 28,932,555	$ 3,566,684	12%
Government Appropriations	65,389,786	64,458,953	930,833	99%	99%	66,499,755	66,154,999	(1,696,045)	-3%
Other Sources	6,854,883	7,972,726	(1,117,843)	116%	150%	2,131,271	3,191,842	4,780,884	150%
Total Revenue	$ 102,388,337	$ 104,930,918	$ (2,542,581)	102%	102%	$ 96,138,169	$ 98,279,395	$ 6,651,523	7%
Expenses:									
Salary and Wages	$ 56,367,044	$ 53,499,313	2,867,731	95%	89%	$ 57,342,860	$ 51,108,115	$ 2,391,198	5%
FICA and Insurance	24,608,046	45,815,182	(21,207,136)	186%	103%	20,062,747	20,566,868	25,248,314	123%
Operating Expenses	17,039,491	15,065,176	1,974,315	88%	77%	20,148,826	15,419,785	(354,609)	-2%
Supply Expenses	4,971,371	3,253,095	1,718,276	65%	83%	3,750,529	3,105,303	147,791	5%
Scholarships and Other	2,514,305	2,681,727	(167,422)	107%	91%	2,740,592	2,495,059	186,668	7%
Capital Outlay	14,701,997	7,569,260	7,132,737	51%	65%	4,815,894	3,148,990	4,420,270	140%
Total Expenses	$ 120,202,254	$ 127,883,753	$ (7,681,499)	106%	88%	$ 108,861,448	$ 95,844,121	$ 32,039,633	33%
Net Revenues and Expenses	$ (17,813,917)	$ (22,952,835)				$ (12,723,279)	$ 2,435,276	$ (25,388,109)	-1043%

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING JUNE 30, 2026

	FUND CLASS: 2 - Restricted Current			% of Budget		PRIOR YEAR COMPARISON FUND CLASS: 2 - Restricted Current			
	Current Budget	Year to Date Actual 6/30/2026	Unobligated Balance	FY26	FY25	Prior Year Budget	Year to Date Actual 6/30/2025	Change from FY25 to FY26 $ Change	Change from FY25 to FY26 % Change
Revenue:									
Student Fees	$ 1,301,972	$ 1,427,725	$ (125,753)	110%	113%	$ 1,271,980	$ 1,434,592	$ (6,868)	0%
Government Appropriations	42,803,502	28,023,414	14,780,088	65%	49%	41,758,796	20,367,354	7,656,060	38%
Other Sources	1,561,928	4,024,985	(2,463,057)	258%	212%	2,527,723	5,354,630	(1,329,645)	-25%
Total Revenue	$ 45,667,402	$ 33,476,124	12,191,278	73%	60%	$ 45,558,499	$ 27,156,577	6,319,547	23%
Expenses:									
Salary and Wages	$ 13,309,646	$ 11,315,979	$ 1,993,667	85%	76%	$ 13,207,862	$ 10,094,619	$ 1,221,359	12%
FICA and Insurance	5,527,403	4,135,782	1,391,622	75%	84%	4,501,030	3,796,233	339,548	9%
Operating Expenses	8,766,850	4,770,824	3,996,026	54%	38%	10,735,729	4,082,275	688,548	17%
Supply Expenses	3,473,979	2,597,984	875,995	75%	55%	4,648,215	2,544,981	53,004	2%
Scholarships and Other	4,358,771	7,548,926	(3,190,155)	173%	73%	4,129,686	3,016,717	4,532,208	150%
Capital Outlay	11,741,476	6,024,284	5,717,192	51%	29%	9,939,659	2,858,717	3,165,567	111%
Total Expenses	$ 47,178,125	$ 36,393,778	$ 10,784,347	77%	56%	$ 47,162,179	$ 26,393,542	$ 10,000,235	38%
Net Revenues and Expenses	$ (1,510,723)	$ (2,917,654)				$ (1,603,680)	$ 763,034	$ (3,680,688)	-482%

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
May 31, 2026

	TOTAL	FUND CLASS: UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Assets								
Cash & Investments	$ 58,948,506.49	$ 32,662,626.52	$ 5,051,408.39	$ 9,391,992.39	$ 10,845.23	$ (2,214,165.19)	$ 1,617,476.54	$ 12,428,322.61
Accounts Rec.	17,270,857.07	3,220,793.06	6,684,937.18	361,993.05	-	2,523,823.94	150,227.03	4,329,082.81
Inventories	2,307.74	-	-	2,307.74	-	-	-	-
Total Assets	$ 76,221,671.30	$ 35,883,419.58	$ 11,736,345.57	$ 9,756,293.18	$ 10,845.23	$ 309,658.75	$ 1,767,703.57	$ 16,757,405.42
Prior Month Totals	*$ 72,927,697.48*	*$ 33,339,068.06*	*$ 10,730,556.56*	*9,798,813.40*	*$ 10,845.23*	*628,629.04*	*1,791,738.26*	*16,628,046.93*
Variance	*3,293,973.82*	*2,544,351.52*	*1,005,789.01*	*(42,520.22)*	*0.00*	*(318,970.29)*	*(24,034.69)*	*129,358.49*
% Prior Month	*4.5%*	*7.6%*	*9.4%*	*-0.4%*	*0.0%*	*-50.7%*	*-1.3%*	*0.8%*
Prior Year Totals	*$ 82,797,138.76*	*$ 33,868,599.60*	*$ 13,358,781.08*	*13,139,650.98*	*$ 10,845.23*	*$ 258,678.13*	*1,632,899.06*	*20,527,684.68*
Variance	*(6,575,467.46)*	*2,014,819.98*	*(1,622,435.51)*	*(3,383,357.80)*	*0.00*	*50,980.62*	*134,804.51*	*(3,770,279.26)*
% Prior Year	*-7.9%*	*5.9%*	*-12.1%*	*-25.7%*	*0.0%*	*19.7%*	*8.3%*	*-18.4%*
Liabilities								
Payables	$ 3,135,713.99	$ 2,482,363.03	$ 130,756.89	$ 325,422.48	$ -	$ 67,968.20	$ 3,699.86	$ 125,503.53
Unearned Revenue	2,094,054.18	(330.81)	2,082,678.64	-	-	(12.18)	12,830.23	(1,111.70)
Total Liabilities *	$ 5,229,768.17	$ 2,482,032.22	$ 2,213,435.53	$ 325,422.48	$ -	$ 67,956.02	$ 16,530.09	$ 124,391.83
Prior Month Totals	*$ 6,920,517.82*	*$ 4,286,328.74*	*$ 2,271,687.30*	*$ 77,663.84*	*$ -*	*$ 64,960.07*	*$ 37,959.66*	*181,918.21*
Variance	*(1,690,749.65)*	*(1,804,296.52)*	*(58,251.77)*	*247,758.64*	*-*	*2,995.95*	*(21,429.57)*	*(57,526.38)*
% Prior Month	*-24.4%*	*-42.1%*	*-2.6%*	*319.0%*	*#DIV/0!*	*4.6%*	*-56.5%*	*-31.6%*
Prior Year Totals	*$ 4,991,864.11*	*$ 1,924,921.56*	*$ 2,598,844.67*	*$ 195,309.62*	*$ -*	*$ 96,619.14*	*$ 14,316.62*	*$ 161,852.50*
Variance	*237,904.06*	*557,110.66*	*(385,409.14)*	*130,112.86*	*-*	*(28,663.12)*	*2,213.47*	*(37,460.67)*
% Prior Year	*4.8%*	*28.9%*	*-14.8%*	*66.6%*	*#DIV/0!*	*-29.7%*	*15.5%*	*-23.1%*

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
May 31, 2026

	TOTAL	FUND CLASS: UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Fund Balance	$ 70,991,903.13	$ 33,401,387.36	$ 9,522,910.04	$ 9,430,870.70	$ 10,845.23	$ 241,702.73	$ 1,751,173.48	$ 16,633,013.59
Prior Month Totals	*$ 66,007,179.66*	*$ 29,052,739.32*	*$ 8,458,869.26*	*$ 9,721,149.56*	*$ 10,845.23*	*$ 563,668.97*	*$ 1,753,778.60*	*$ 16,446,128.72*
Increase (decrease)	*$ 4,984,723.47*	*$ 4,348,648.04*	*$ 1,064,040.78*	*$ (290,278.86)*	*$ -*	*$ (321,966.24)*	*$ (2,605.12)*	*$ 186,884.87*
	7.6%	*15.0%*	*12.6%*	*-3.0%*	*0.0%*	*-57.1%*	*-0.1%*	*1.1%*
Prior Year Totals	*$ 77,805,274.65*	*$ 31,943,678.04*	*$ 10,759,936.41*	*$ 12,944,341.36*	*$ 10,845.23*	*$ 162,058.99*	*$ 1,618,582.44*	*$ 20,365,832.18*
Increase (decrease)	*$ (6,813,371.52)*	*$ 1,457,709.32*	*$ (1,237,026.37)*	*$ (3,513,470.66)*	*$ -*	*$ 79,643.74*	*$ 132,591.04*	*$ (3,732,818.59)*
	-8.8%	*4.6%*	*-11.5%*	*-27.1%*	*0.0%*	*49.1%*	*8.2%*	*-18.3%*
Total Liabilities & Fund balance	$ 76,221,671.30	$ 35,883,419.58	$ 11,736,345.57	$ 9,756,293.18	$ 10,845.23	$ 309,658.75	$ 1,767,703.57	$ 16,757,405.42

* Total Liabilities does not include Compensated Leave and Pension Liability. At 6/30/2025, the Unrestricted Current Fund, Restricted Current Fund, and the Auxiliary Fund liability totaled $79,362,368, $227,513, and $142,263, respectively.

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING MAY 31, 2026

	FUND CLASS: 1 - Unrestricted Current			% of Budget		FUND CLASS: 2 - Restricted Current			% of Budget	
	Current Budget	Year to Date Actual 5/31/2026	Unobligated Balance	FY26	FY25	Current Budget BA #3	Year to Date Actual 5/31/2026	Unobligated Balance	FY26	FY25
Revenue:										
Student Fees	$ 27,440,014	$ 32,841,254	$ (5,401,240)	120%	105%	$ 1,301,972	$ 1,432,730	$ (130,758)	110%	112%
Government Appropriations	68,093,440	58,294,816	9,798,624	86%	89%	42,803,502	24,640,199	18,163,303	58%	42%
Other Sources	6,854,883	5,317,520	1,537,363	78%	114%	1,561,928	2,810,415	(1,248,487)	180%	155%
Total Revenue	$ 102,388,337	$ 96,453,589	$ 5,934,748	94%	94%	$ 45,667,402	$ 28,883,345	16,784,058	63%	50%
Expenses:										
Salary and Wages	$ 56,367,043	$ 45,756,784	10,610,259	81%	76%	$ 13,309,646	$ 9,819,917	$ 3,489,729	74%	65%
FICA and Insurance	24,608,046	17,366,019	7,242,027	71%	77%	5,527,403	3,635,174	1,892,229	66%	69%
Operating Expenses	17,039,491	13,325,925	3,713,566	78%	63%	8,750,575	3,849,126	4,901,450	44%	31%
Supply Expenses	3,863,537	2,897,542	965,995	75%	73%	3,485,807	2,240,528	1,245,279	64%	45%
Scholarships and Other	2,514,305	2,029,915	484,390	81%	80%	4,358,771	4,246,526	112,246	97%	43%
Capital Outlay	15,809,831	6,324,153	9,485,678	40%	53%	11,725,922	5,693,110	6,032,812	49%	23%
Total Expenses	$ 120,202,253	$ 87,700,337	$ 32,501,916	73%	73%	$ 47,158,125	$ 29,484,380	17,673,745	63%	45%
Net Revenues and Expenses	$ (17,813,916)	$ 8,753,253				$ (1,490,723)	$ (601,036)			

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING MAY 31, 2026

	FUND CLASS: 1 - Unrestricted Current			% of Budget		PRIOR YEAR COMPARISON FUND CLASS: 1 - Unrestricted Current			
	Current Budget	Year to Date Actual 5/31/2026	Unobligated Balance	FY26	FY25	Prior Year Budget	Year to Date Actual 5/31/2025	Change from FY25 to FY26 $ Change	Change from FY25 to FY26 % Change
Revenue:									
Student Fees	$ 27,440,014	$ 32,841,254	$ (5,401,240)	120%	105%	$ 27,507,143	$ 29,009,841	$ 3,831,413	13%
Government Appropriations	68,093,440	58,294,816	9,798,624	86%	89%	66,499,755	59,134,572	(839,756)	-1%
Other Sources	6,854,883	5,317,520	1,537,363	78%	114%	2,131,271	2,433,102	2,884,418	119%
Total Revenue	$ 102,388,337	$ 96,453,589	$ 5,934,748	94%	94%	$ 96,138,169	$ 90,577,515	$ 5,876,075	6%
Expenses:									
Salary and Wages	$ 56,367,043	$ 45,756,784	10,610,259	81%	76%	$ 57,342,860	$ 43,640,380	$ 2,116,403	5%
FICA and Insurance	24,608,046	17,366,019	7,242,027	71%	77%	20,062,747	15,407,340	1,958,679	13%
Operating Expenses	17,039,491	13,325,925	3,713,566	78%	63%	20,148,826	12,615,592	710,332	6%
Supply Expenses	3,863,537	2,897,542	965,995	75%	73%	3,750,529	2,748,113	149,429	5%
Scholarships and Other	2,514,305	2,029,915	484,390	81%	80%	2,740,592	2,196,154	(166,239)	-8%
Capital Outlay	15,809,831	6,324,153	9,485,678	40%	53%	4,815,894	2,538,907	3,785,246	149%
Total Expenses	$ 120,202,253	$ 87,700,337	$ 32,501,916	73%	73%	$ 108,861,448	$ 79,146,487	$ 8,553,850	11%
Net Revenues and Expenses	$ (17,813,916)	$ 8,753,253				$ (12,723,279)	$ 11,431,029	$ (2,677,775)	-23%

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING MAY 31, 2026

	FUND CLASS: 2 - Restricted Current			% of Budget		PRIOR YEAR COMPARISON FUND CLASS: 2 - Restricted Current			
	Current Budget	Year to Date Actual 5/31/2026	Unobligated Balance	FY26	FY25	Prior Year Budget	Year to Date Actual 5/31/2025	Change from FY25 to FY26 $ Change	Change from FY25 to FY26 % Change
Revenue:									
Student Fees	$ 1,301,972	$ 1,432,730	$ (130,758)	110%	112%	$ 1,271,980	$ 1,425,022	$ 7,709	1%
Government Appropriations	42,803,502	24,640,199	18,163,303	58%	42%	41,612,711	17,305,551	7,334,649	42%
Other Sources	1,561,928	2,810,415	(1,248,487)	180%	155%	2,527,723	3,921,253	(1,110,838)	-28%
Total Revenue	$ 45,667,402	$ 28,883,345	16,784,058	63%	50%	$ 45,412,414	$ 22,651,825	6,231,520	28%
Expenses:									
Salary and Wages	$ 13,309,646	$ 9,819,917	$ 3,489,729	74%	65%	$ 13,227,106	$ 8,603,526	$ 1,216,391	14%
FICA and Insurance	5,527,403	3,635,174	1,892,229	66%	69%	4,522,892	3,111,992	523,181	17%
Operating Expenses	8,750,575	3,849,126	4,901,450	44%	31%	10,507,591	3,234,609	614,517	19%
Supply Expenses	3,485,807	2,240,528	1,245,279	64%	45%	4,527,094	2,058,571	181,958	9%
Scholarships and Other	4,358,771	4,246,526	112,246	97%	43%	4,143,357	1,769,949	2,476,577	140%
Capital Outlay	11,725,922	5,693,110	6,032,812	49%	23%	10,088,057	2,334,413	3,358,697	144%
Total Expenses	$ 47,158,125	$ 29,484,380	$ 17,673,745	63%	45%	$ 47,016,095	$ 21,113,060	$ 8,371,320	40%
Net Revenues and Expenses	$ (1,490,723)	$ (601,036)				$ (1,603,681)	$ 1,538,765	$ (2,139,801)	-139%