Indian River State College

District Board of Trustees
Finance Committee Meeting
Indian River State College – Massey Campus
Ben L. Bryan Administration Building, Board Room A301
3209 Virginia Ave, Fort Pierce, FL 34981

February 24, 2026 – 10:00 AM

AGENDA

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

2. Condensed Financial Report and Highlights for December 2025 *(included in packet for information only) – Edith Pacacha*

3. Budget Amendment #6 for Current Fund 2 – Restricted – *Victoria Ortiz-Lucas & Edith Pacacha*

4. EAB Global Contract – *Michael Hageloh*

5. Adjourn

DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR
ACTION, INFORMATION, DISCUSSION

TOPIC: Condensed Financial Report and Highlights for December 2025

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

SUMMARY:

As of December 2025, the College's total assets totaled $70.3 million, and liabilities totaled $4.6 million, comprising multiple funds.

Comparing these totals to the prior fiscal year:

Total Assets decreased $5.1 million from the prior year:
- Fund 7 decreased $7.7 million primarily due to projects completed in the prior fiscal year; largely due to a decrease in receivables from Deferred Maintenance-PECO and the Nursing Expansion project; offset by an increase from Science Center projects.
- Fund 3 decreased $1.7 million, primarily in inventory due to the discontinuation of bookstore operations and in cash due to the radio station's purchase of the digital billboard on Okeechobee Road.
- Fund 1 increased $4.2 million primarily in cash due to an increase in FY26 revenues and fund balance from the prior year.

Total Liabilities decreased by $2.4 million from the prior year:
- Fund 1 decreased by $3.0 million primarily due to the timing of payroll-related payables.
- Fund 2 increased by $248 thousand primarily due to unearned revenue; grant revenue received but not yet expensed.
- Fund 7 increased by $278 thousand primarily due to retainage payable for several projects, largely Science Center and Deferred Maintenance-PECO projects.

ALTERNATIVE(S): N/A

FISCAL IMPACT: Informational Only

PRESIDENT'S RECOMMENDATION: N/A

SUBMITTED BY: Edith Pacacha   DATE:
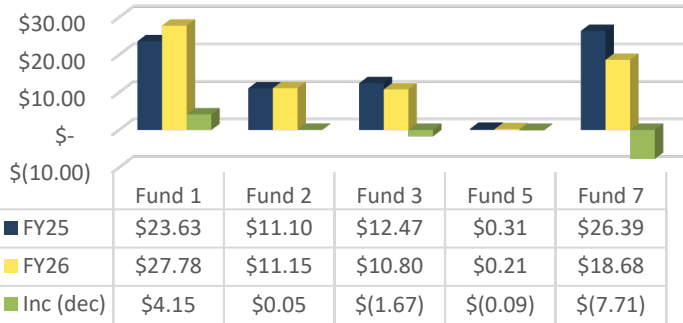

BOARD ACTION: DATE:
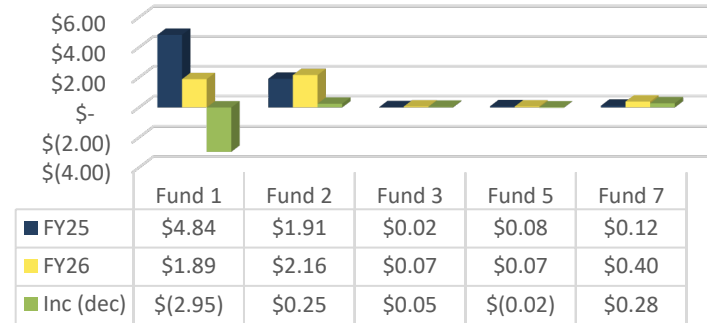

Financial Highlights
Balance Sheet
December 2025

Assets by Fund
(in millions)

	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$23.63	$11.10	$12.47	$0.31	$26.39
FY26	$27.78	$11.15	$10.80	$0.21	$18.68
Inc (dec)	$4.15	$0.05	$(1.67)	$(0.09)	$(7.71)

Liabilities by Fund
(in millions)

	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
FY25	$4.84	$1.91	$0.02	$0.08	$0.12
FY26	$1.89	$2.16	$0.07	$0.07	$0.40
Inc (dec)	$(2.95)	$0.25	$0.05	$(0.02)	$0.28

College assets totaled $70.3m; assets decreased $5.1m from the prior year, primarily due to:

- Fund 7 decreased $7.7m primarily due to projects completed in the prior fiscal year; largely due to a decrease in receivables from Deferred Maintenance-PECO (down $4.8m) and the Nursing Expansion project (down $3.6m); offset by an increase from Science Center projects (up $6.0m).
- Fund 3 decreased $1.7m, primarily in inventory due to the discontinuation of bookstore operations (down $923k) and in cash due to the radio station's purchase of the digital billboard on Okeechobee Road ($529k).
- Fund 1 increased $4.2m primarily in cash due to an increase in FY26 revenues and fund balance from the prior year.

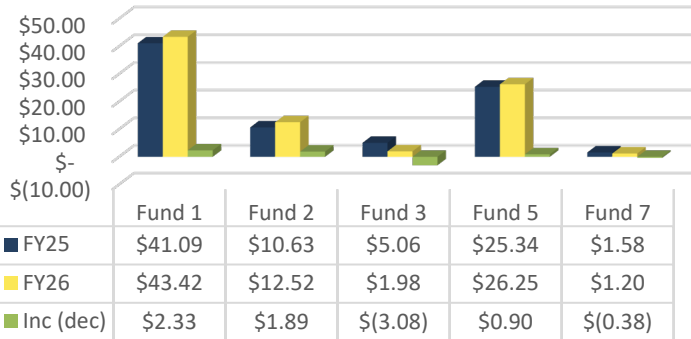College liabilities totaled $4.6m; decreased $2.4m from the prior year, primarily due to:

- Fund 1 decreased by $3.0m primarily due to the timing of payroll-related payables.
- Fund 2 increased by $248k primarily due to unearned revenue; grant revenue received but not yet expensed.
- Fund 7 increased by $278k primarily due to retainage payable for several projects, largely Science Center (up $168k) and Deferred Maintenance-PECO projects (up $155k).
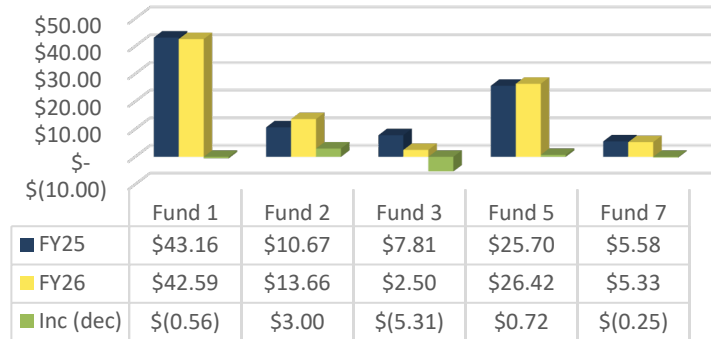
Financial Highlights
Revenue and Expense Comparison to Prior Year
December 2025

Revenue Comparison by Fund to PY (in millions)

	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
■ FY25	$41.09	$10.63	$5.06	$25.34	$1.58
■ FY26	$43.42	$12.52	$1.98	$26.25	$1.20
■ Inc (dec)	$2.33	$1.89	$(3.08)	$0.90	$(0.38)

Expense Comparison by Fund to PY (in millions)

	Fund 1	Fund 2	Fund 3	Fund 5	Fund 7
■ FY25	$43.16	$10.67	$7.81	$25.70	$5.58
■ FY26	$42.59	$13.66	$2.50	$26.42	$5.33
■ Inc (dec)	$(0.56)	$3.00	$(5.31)	$0.72	$(0.25)

Compared to the prior year, revenues have decreased in Fund 3 and Fund 7 while increasing in Fund 1, Fund 2, and Fund 5:

- Fund 1 revenues increased $2.3m primarily due to student fees revenue increase for the Fall 2025 term, the transfer to cover a portion of health insurance benefits costs incurred in the prior fiscal year ($1.5m), and state appropriations.
- Fund 2 revenues increased $1.9m primarily due to grants from the Florida Department of Economic Opportunity (up $1.0m), Martin County School District (up $918k), Florida Department of Education (up $845k), University of Central Florida (up $286k), and the Department of Justice (up $193k).
- Fund 3 revenue decreased $3.1m primarily due to the discontinuation of bookstore operations ($2.1m in revenue in the prior year), and prior year revenue earned in International Public Safety Training ($652k in prior year).

Compared to the prior year, expenses have increased in Fund 2 and Fund 5, while decreasing in Fund 1, Fund 3, and Fund 7:

- Fund 2 expenses increased $3.0m primarily due to $1.5m transfer to cover a portion of health insurance benefits costs from the prior fiscal year, capital expenses (up $951k), and increased personnel expenses (up $414k).
- Fund 3 expenses decreased $5.3m primarily due to discontinuation of bookstore operations (down $2.2m)and the prior year's Public Media's $2.5m transfer to the Foundation for investment purposes.
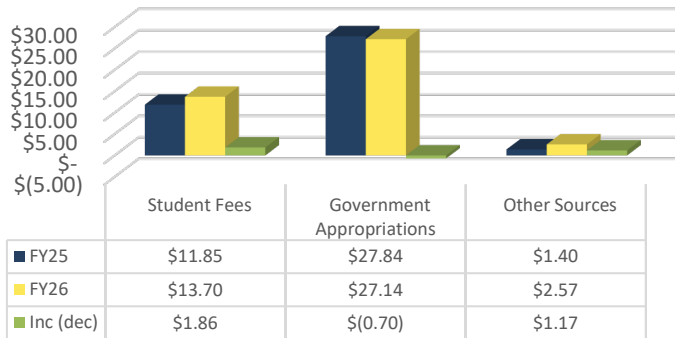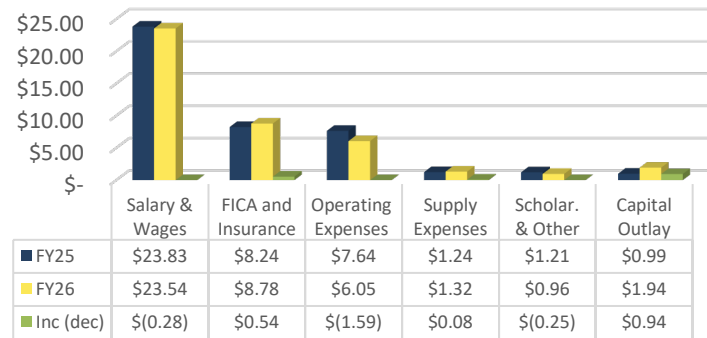
Financial Highlights
Revenue and Expense Composition – Fund 1
December 2025

Fund 1 Revenue Comparison by Source to PY (in millions)

	Student Fees	Government Appropriations	Other Sources
FY25	$11.85	$27.84	$1.40
FY26	$13.70	$27.14	$2.57
Inc (dec)	$1.86	$(0.70)	$1.17

Fund 1 Expenses Comparison by Category to PY (in millions)

	Salary & Wages	FICA and Insurance	Operating Expenses	Supply Expenses	Scholar. & Other	Capital Outlay
FY25	$23.83	$8.24	$7.64	$1.24	$1.21	$0.99
FY26	$23.54	$8.78	$6.05	$1.32	$0.96	$1.94
Inc (dec)	$(0.28)	$0.54	$(1.59)	$0.08	$(0.25)	$0.94

- Student fee revenue of $13.7m was primarily for the 2025 Fall term. Student Fee revenue in Fund 1 increased $1.9m over the prior year, primarily due to a FY26 change in accounting standards that states dual enrollment revenue should be recorded as student fee revenue, rather than as government appropriations as it has been in previous years.
- Appropriations of $27.1m decreased by $701k compared to the prior year. The decrease is primarily due to a change in accounting standards; dual enrollment revenue is no longer recorded in this category.
- Other Sources revenue of $2.6m consisted primarily of $1.5m transfer to cover a portion of health insurance benefits costs from prior year and $780k interest earned. Other sources of revenue increased by $1.2m over the prior year.

- Benefits expenses totaled $8.8m and increased $540k primarily due to health insurance benefit costs.
- Operating expenses totaled $6.1m and decreased by $1.6m from the prior year, largely in professional fees due to payments to Collaborative in the prior year; $2.3m YTD in FY25 and $692k YTD in FY26.
- Other expenses of $963k decreased by $251k from the prior year; the decrease is primarily due to prior year waivers of $208k for undocumented high school students. In prior years, undocumented students could receive a waiver to pay in-state rates. Florida law has eliminated in-state tuition for undocumented students in FY26.
- Capital expenses of $1.9m increased $942k from the prior year due to capitalized software for new ERP (primarily $1.1m to EHR Evolution and $648k to Ellucian).
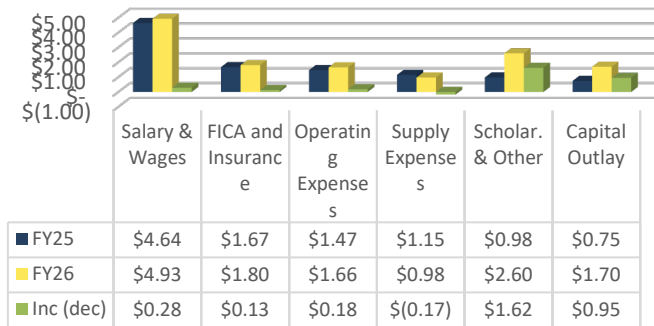
Financial Highlights
Revenue and Expense Composition – Fund 2
December 2025

Fund 2 Revenue Comparison by Source to PY (in millions)

	Student Fees	Government Appropriations	Other Sources
FY25	$0.60	$8.52	$1.51
FY26	$0.61	$10.42	$1.50
Inc (dec)	$0.01	$1.89	$(0.01)

Fund 2 Expenses Comparison by Category to PY (in millions)

	Salary & Wages	FICA and Insurance	Operating Expenses	Supply Expenses	Scholar. & Other	Capital Outlay
FY25	$4.64	$1.67	$1.47	$1.15	$0.98	$0.75
FY26	$4.93	$1.80	$1.66	$0.98	$2.60	$1.70
Inc (dec)	$0.28	$0.13	$0.18	$(0.17)	$1.62	$0.95
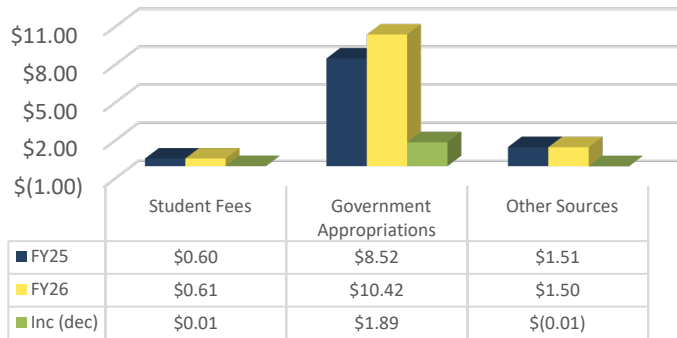
- Student fee revenue of $605k was primarily for the 2025 Fall term. Student revenue has increased $6k (up 1%) over the prior year.
- Appropriations totaled $10.4m and increased $1.9m over the prior year. The increase was primarily due to revenue recorded from the Florida Department of Economic Opportunity (up $1.0m), Martin County School District (up $918k), and the Florida Department of Education (up $845k); offset by a decrease from the US Department of Education (down $353k).
- Other Sources revenue of $1.5m consisted primarily of invoices issued to the Foundation. Other Sources decreased $13k over the prior year.

- Operating expenses of $1.7m consisted primarily of travel ($368k), other services ($426k, and professional fees ($666k). Operating expenses increased $182k over prior year.
- Supply expenses of $975k decreased $174k, primarily due to data software in the prior year (down ($172k).
- Other expenses of $2.6m increased by $1.6m over the prior fiscal year. Other expenses consisted primarily of $1.5m transfer to cover a portion of health insurance benefits costs from the prior year.
- Capital Expenses of $1.7m increased $951k from the prior year. The increase was primarily due to payments from the Manufacturing Hub grant to Proctor Construction ($258k), Keyence Corporation ($157k), and LEGO Construction ($143k), as well as payments from PIPELINE grant to Florida transportation Systems ($151k) and SBL Freightliner ($123k).

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
December 31, 2025

		FUND CLASS						
	TOTAL	UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Assets								
Cash & Investments	$ 57,748,236.79	$ 27,577,284.94	$ 7,176,674.29	$ 10,597,984.01	$ 10,845.23	$ (588,078.31)	$ 1,580,680.30	$ 11,392,846.33
Accounts Rec.	12,582,191.71	199,961.93	3,971,723.65	199,634.37	-	802,355.61	121,137.65	7,287,378.50
Inventories	3,192.90	-	-	3,192.90	-	-	-	-
Total Assets	$ 70,333,621.40	$ 27,777,246.87	$ 11,148,397.94	$ 10,800,811.28	$ 10,845.23	$ 214,277.30	$ 1,701,817.95	$ 18,680,224.83
Prior Month Totals	*$ 73,030,214.02*	*$ 29,381,818.47*	*$ 11,292,686.83*	*10,982,131.60*	*$ 10,845.23*	*733,961.95*	*1,671,704.50*	*18,957,065.44*
Variance	*(2,696,592.62)*	*(1,604,571.60)*	*(144,288.89)*	*(181,320.32)*	*0.00*	*(519,684.65)*	*30,113.45*	*(276,840.61)*
% Prior Month	*-3.7%*	*-5.5%*	*-1.3%*	*-1.7%*	*0.0%*	*-70.8%*	*1.8%*	*-1.5%*
Prior Year Totals	*$ 75,472,748.43*	*$ 23,625,709.76*	*$ 11,099,194.53*	*12,471,436.96*	*$ 10,845.23*	*$ 307,893.90*	*1,569,350.49*	*26,388,317.56*
Variance	*(5,139,127.03)*	*4,151,537.11*	*49,203.41*	*(1,670,625.68)*	*0.00*	*(93,616.60)*	*132,467.46*	*(7,708,092.73)*
% Prior Year	*-6.8%*	*17.6%*	*0.4%*	*-13.4%*	*0.0%*	*-30.4%*	*8.4%*	*-29.2%*
Liabilities								
Payables	$ 2,406,450.75	$ 1,797,023.81	$ 82,464.30	$ 63,549.50	$ -	$ 64,626.06	$ 4,807.66	$ 393,979.42
Unearned Revenue	2,173,105.39	88,834.06	2,077,385.49	2,015.13	-	935.90	2,887.73	1,047.08
Total Liabilities *	$ 4,579,556.14	$ 1,885,857.87	$ 2,159,849.79	$ 65,564.63	$ -	$ 65,561.96	$ 7,695.39	$ 395,026.50
Prior Month Totals	*$ 3,840,481.21*	*$ 1,021,416.40*	*$ 2,110,350.19*	*$ 214,185.67*	*$ -*	*$ 82,749.84*	*$ 5,099.39*	*406,679.72*
Variance	*739,074.93*	*864,441.47*	*49,499.60*	*(148,621.04)*	*-*	*(17,187.88)*	*2,596.00*	*(11,653.22)*
% Prior Month	*19.2%*	*84.6%*	*2.3%*	*-69.4%*	*#DIV/0!*	*-20.8%*	*50.9%*	*-2.9%*
Prior Year Totals	*$ 6,960,054.36*	*$ 4,836,345.34*	*$ 1,911,438.72*	*$ 18,879.60*	*$ -*	*$ 81,793.61*	*(5,745.94)*	*$ 117,343.03*
Variance	*(2,380,498.22)*	*(2,950,487.47)*	*248,411.07*	*46,685.03*	*-*	*(16,231.65)*	*13,441.33*	*277,683.47*
% Prior Year	*-34.2%*	*-61.0%*	*13.0%*	*247.3%*	*#DIV/0!*	*-19.8%*	*-233.9%*	*236.6%*

INDIAN RIVER STATE COLLEGE
BALANCE SHEET
December 31, 2025

	TOTAL	FUND CLASS						
		UNRESTRICTED CURRENT	RESTRICTED CURRENT	AUXILIARY	LOAN	SCHOLARSHIP	AGENCY	UNEXPENDED PLANT
Fund Balance	$ 65,754,065.26	$ 25,891,389.00	$ 8,988,548.15	$ 10,735,246.65	$ 10,845.23	$ 148,715.34	$ 1,694,122.56	$ 18,285,198.33
Prior Month Totals	*$ 69,189,732.81*	*$ 28,360,402.07*	*$ 9,182,336.64*	*$ 10,767,945.93*	*$ 10,845.23*	*$ 651,212.11*	*$ 1,666,605.11*	*$ 18,550,385.72*
Increase (decrease)	*$ (3,435,667.55)*	*$ (2,469,013.07)*	*$ (193,788.49)*	*$ (32,699.28)*	*$ -*	*$ (502,496.77)*	*$ 27,517.45*	*$ (265,187.39)*
	-5.0%	*-8.7%*	*-2.1%*	*-0.3%*	*0.0%*	*-77.2%*	*1.7%*	*-1.4%*
Prior Year Totals	*$ 68,512,694.07*	*$ 18,789,364.42*	*$ 9,187,755.81*	*$ 12,452,557.36*	*$ 10,845.23*	*$ 226,100.29*	*$ 1,575,096.43*	*$ 26,270,974.53*
Increase (decrease)	*$ (2,758,628.81)*	*$ 7,102,024.58*	*$ (199,207.66)*	*$ (1,717,310.71)*	*$ -*	*$ (77,384.95)*	*$ 119,026.13*	*$ (7,985,776.20)*
	-4.0%	*37.8%*	*-2.2%*	*-13.8%*	*0.0%*	*-34.2%*	*7.6%*	*-30.4%*
Total Liabilities & Fund balance	$ 70,333,621.40	$ 27,777,246.87	$ 11,148,397.94	$ 10,800,811.28	$ 10,845.23	$ 214,277.30	$ 1,701,817.95	$ 18,680,224.83

* 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 DECEMBER 31, 2025

	FUND CLASS: 1 - Unrestricted Current			% of Budget FY26	FY25	FUND CLASS: 2 - Restricted Current			% of Budget FY26	FY25
	Current Budget	Year to Date Actual 12/31/2025	Unobligated Balance			Current Budget	Year to Date Actual 12/31/2025	Unobligated Balance		
Revenue:										
Student Fees	$ 27,540,014	$ 13,704,019	$ 13,835,995	50%	43%	$ 1,301,972	$ 605,119	$ 696,853	46%	47%
Government Appropriations	68,278,375	27,142,785	41,135,590	40%	42%	38,867,236	10,416,163	28,451,074	27%	29%
Other Sources	6,982,000	2,572,674	4,409,326	37%	67%	1,561,928	1,495,932	65,996	96%	63%
Total Revenue	$ 102,800,389	$ 43,419,478	$ 59,380,911	42%	43%	$ 41,731,136	$ 12,517,213	29,213,923	30%	32%
Expenses:										
Salary and Wages	$ 56,411,208	$ 23,542,979	32,868,229	42%	41%	$ 12,096,765	$ 4,926,027	$ 7,170,738	41%	51%
FICA and Insurance	24,582,886	8,780,606	15,802,280	36%	40%	4,958,422	1,804,907	3,153,515	36%	55%
Operating Expenses	17,758,698	6,051,535	11,707,163	34%	38%	8,301,423	1,655,814	6,645,609	20%	18%
Supply Expenses	3,940,120	1,319,898	2,620,222	33%	33%	4,610,133	975,163	3,634,970	21%	44%
Scholarships and Other	1,576,857	963,358	613,499	61%	48%	3,979,537	2,600,338	1,379,199	65%	32%
Capital Outlay	13,188,406	1,936,037	11,252,369	15%	38%	9,275,579	1,698,840	7,576,740	18%	9%
Total Expenses	$ 117,458,175	$ 42,594,414	$ 74,863,761	36%	40%	$ 43,221,859	$ 13,661,089	29,560,770	32%	31%
Net Revenues and Expenses	$ (14,657,786)	$ 825,064				$ (1,490,723)	$ (1,143,876)			

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING DECEMBER 31, 2025

	Current Budget	Year to Date Actual 12/31/2025	Unobligated Balance	% of Budget FY26	% of Budget FY25	Prior Year Budget	Year to Date Actual 12/31/2024	Change from FY25 to FY26 $ Change	% Change
Revenue:									
Student Fees	$ 27,540,014	$ 13,704,019	$ 13,835,995	50%	43%	$ 27,507,143	$ 11,847,451	$ 1,856,568	16%
Government Appropriations	68,278,375	27,142,785	41,135,590	40%	42%	66,499,755	27,843,390	(700,605)	-3%
Other Sources	6,982,000	2,572,674	4,409,326	37%	67%	2,082,986	1,398,721	1,173,953	84%
Total Revenue	$ 102,800,389	$ 43,419,478	$ 59,380,911	42%	43%	$ 96,089,884	$ 41,089,560	$ 2,329,918	6%
Expenses:									
Salary and Wages	$ 56,411,208	$ 23,542,979	32,868,229	42%	41%	$ 57,558,539	$ 23,825,473	$ (282,494)	-1%
FICA and Insurance	24,582,886	8,780,606	15,802,280	36%	40%	20,846,133	8,241,103	539,502	7%
Operating Expenses	17,758,698	6,051,535	11,707,163	34%	38%	19,941,418	7,642,724	(1,591,189)	-21%
Supply Expenses	3,940,120	1,319,898	2,620,222	33%	33%	3,786,828	1,240,689	79,209	6%
Scholarships and Other	1,576,857	963,358	613,499	61%	48%	2,526,601	1,213,942	(250,584)	-21%
Capital Outlay	13,188,406	1,936,037	11,252,369	15%	38%	2,606,447	993,953	942,085	95%
Total Expenses	$ 117,458,175	$ 42,594,414	$ 74,863,761	36%	40%	$ 107,265,966	$ 43,157,885	$ (563,471)	-1%
Net Revenues and Expenses	$ (14,657,786)	$ 825,064				$ (11,176,082)	$ (2,068,323)	$ 2,893,389	-140%

FUND CLASS: 1 - Unrestricted Current

PRIOR YEAR COMPARISON
FUND CLASS: 1 - Unrestricted Current

INDIAN RIVER STATE COLLEGE
SUMMARY OF REVENUES AND EXPENSES
FOR THE MONTH ENDING DECEMBER 31, 2025

				% of Budget		PRIOR YEAR COMPARISON			
	FUND CLASS: 2 - Restricted Current			FY26	FY25	FUND CLASS: 2 - Restricted Current			
								Change from FY25 to FY26	
	Current Budget	Year to Date Actual 12/31/2025	Unobligated Balance			Prior Year Budget	Year to Date Actual 12/31/2024	$ Change	% Change
Revenue:									
Student Fees	$ 1,301,972	$ 605,119	$ 696,853	46%	47%	$ 1,271,980	$ 599,515	$ 5,603	1%
Government Appropriations	38,867,236	10,416,163	28,451,074	27%	29%	29,317,058	8,523,454	1,892,709	22%
Other Sources	1,561,928	1,495,932	65,996	96%	63%	2,384,511	1,508,770	(12,839)	-1%
Total Revenue	$ 41,731,136	$ 12,517,213	29,213,923	30%	32%	$ 32,973,549	$ 10,631,739	1,885,474	18%
Expenses:									
Salary and Wages	$ 12,096,765	$ 4,926,027	$ 7,170,738	41%	51%	$ 9,193,144	$ 4,642,923	$ 283,104	6%
FICA and Insurance	4,958,422	1,804,907	3,153,515	36%	55%	3,042,617	1,673,545	131,362	8%
Operating Expenses	8,301,423	1,655,814	6,645,609	20%	18%	8,037,176	1,473,633	182,180	12%
Supply Expenses	4,610,133	975,163	3,634,970	21%	44%	2,602,015	1,149,355	(174,192)	-15%
Scholarships and Other	3,979,537	2,600,338	1,379,199	65%	32%	3,074,082	978,294	1,622,044	166%
Capital Outlay	9,275,579	1,698,840	7,576,740	18%	9%	8,628,197	748,257	950,583	127%
Total Expenses	$ 43,221,859	$ 13,661,089	$ 29,560,770	32%	31%	$ 34,577,229	$ 10,666,008	$ 2,995,082	28%
Net Revenues and Expenses	$ (1,490,723)	$ (1,143,876)				$ (1,603,680)	$ (34,269)	$ (1,109,608)	3238%

TOPIC: Budget Amendment #6 for Current Fund 2 - Restricted

REGULAR AGENDA OR COMMITTEE: Finance Committee

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

 SUMMARY: To establish new, renewed, and amended budgets for grants and contracts in FY25.

Renew $ 1,835,055

• $ 374,222 2025-2026 St Lucie Upward Bound (IN: 8%)
• $ 344,069 2025-2026 Talent Search - St. Lucie (IN: 8%)
• $ 324,979 2025-2026 Indian River Upward Bound (IN: 8%)
• $ 324,979 2025-2026 Math Science Upward Bound (IN: 8%)
• $ 288,470 2025-2026 Talent Search – Indian River (IN: 8%)
• $ 169,436 2025-2026 Perkins (IN: 5%)
• $ 8,900 2025-2026 STAGE – FPCTP 25/26 (IN: 0%)

ALTERNATIVE(S): N/A

FISCAL IMPACT: Increase to Current Fund 2 – Restricted budget totaling $1,835,055.

PRESIDENT'S RECOMMENDATION: Recommend Board approval for BA #6 Current Fund 2 – Restricted

SUBMITTED BY: Victoria Ortiz-Lucas & Edith Pacacha   DATE: 02/24/2026

BOARD ACTION: DATE:

Financial Highlights
Fund 2 Budget Amendment
December

New $0.00

No new grants awarded/entered in December 2025.

Renew $ 1,835,055

- $ 374,222 2025-2026 St Lucie Upward Bound (IN: 8%)
- $ 344,069 2025-2026 Talent Search - St. Lucie (IN: 8%)
- $ 324,979 2025-2026 Indian River Upward Bound (IN: 8%)
- $ 324,979 2025-2026 Math Science Upward Bound (IN: 8%)
- $ 288,470 2025-2026 Talent Search – Indian River (IN: 8%)
- $ 169,436   2025-2026 Perkins (IN: 5%)
- $ 8,900   2025-2026 STAGE – FPCTP 25/26 (IN: 0%)

February 24, 2026

BUDGET AMENDMENT REQUEST
INDIAN RIVER STATE COLLEGE

Amendment Number 6   **Fiscal Year**   2025/2026

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: <u>Current Fund - Restricted</u>   **Fund Number**   <u>Two</u>

	Present Budget	Increase	Decrease	Amended Budget
Beginning Fund Balance	$ 9,904,911	$ -	$ -	$ 9,904,911
Revenues (Detail Attached)	41,731,136	1,835,055	-	43,566,191
Total to be Accounted for	$ 51,636,047	$ 1,835,055	$ -	$ 53,471,102
Salaries (Detail Attached)	$ 17,055,187	$ 1,405,895	$ -	$ 18,461,082
Current Expenses (Detail Attached)	16,891,093	-	951,494	15,939,599
Capital Outlay (Detail Attached)	9,275,579	1,380,654	-	10,656,233
Ending Fund Balance	8,414,188	-	-	8,414,188
Total to be Accounted for	$ 51,636,047	$ 2,786,549	$ 951,494	$ 53,471,102

Justification: **To establish new, renewed and amended budgets for grants and contracts**
for the 2025-26 fiscal year.

Certified: _____   **Date:**   _____February 24, 2026_____
                           President

IRSC Dept #		Project Name	Project Type	500 Personnel Expense	600 Current Expense	700 Capital Outlay	Total
AW-000278	GR00900	Talent Search Program P044A210743	Renew	262,150	81,919	-	344,069
AW-000285	GR00921	Talent Search Program - Indian River P044A210398	Renew	241,413	47,057	-	288,470
AW-000320	GR001003	St. Lucie County Upward Bound P047A221080	Renew	249,218	125,004	-	374,222
AW-000324	GR001008	Indian River Upward Bound P047A221082	Renew	224,776	100,203	-	324,979
AW-000333	GR001010	Math Science Upward Bound P047M220298	Renew	254,934	70,045	-	324,979
AW-000434	GR011	SBDC Federal 2025	Renew	-	95,679	73,757	169,436
		Perkings Consortia Agreement		-	4,804	-	-
		Perkings Grant Management		-	90,875	-	-
		Perkins - Medical Assisting		-	-	33,800	-
		Perkins - Welding		-	-	5,235	-
		Perkins - Workforce Education		-	-	13,832	-
		Perkins - Advanced Technology		-	-	30,840	-
		Perkins - Public Service Education V048A250009		-	-	(9,950)	-
AW-000437	GR01242	STAGE - FPCTP 25/26	Renew	-	8,900	-	8,900
AW-000280	GR00917	STEM Pioneers P031C210171	Amend	190,000	(213,874)	23,874	-
AW-000352	GR001049	Advanced Manufacturing Innovation HUB G0101	Amend	(5,620)	16,773	(11,153)	-
AW-000371	GR01103	From Promise to Practice P031S230182	Amend	(7,926)	7,926	-	-
AW-000405	GR01141	Multi-Purpose Community Facility @ Blackburn CPFFN0205	Amend	-	(1,294,176)	1,294,176	-
AW-000420	GR01196	SBDC Federal 2025	Amend	(3,050)	3,050	-	-
				1,405,895	(951,494)	1,380,654	1,835,055

Fund 2 Restricted Fund
FY 2025-26
DBOT Meeting February 24, 2026

Total Increase to Budget							1,835,055

New

	Personnel	-	*Current Expense*	-	*Capital Outlay*	-	-
							-

Renewals

		Personnel		*Current Expense*		*Capital Outlay*		
Talent Search Program	*Personnel*	262,150	*Current Expense*	81,919	*Capital Outlay*	-	344,069
Talent Search Program - Indian River	*Personnel*	241,413	*Current Expense*	47,057	*Capital Outlay*	-	288,470
St. Lucie County Upward Bound	*Personnel*	249,218	*Current Expense*	125,004	*Capital Outlay*	-	374,222
Indian River Upward Bound	*Personnel*	224,776	*Current Expense*	100,203	*Capital Outlay*	-	324,979
Math Science Upward Bound	*Personnel*	254,934	*Current Expense*	70,045	*Capital Outlay*	-	324,979
Perkins 2025 - 2026	*Personnel*	-	*Current Expense*	95,679	*Capital Outlay*	73,757	169,436
Perkings Consortia Agreement	*Personnel*	-	*Current Expense*	4,804	*Capital Outlay*	-	-
Perkings Grant Management	*Personnel*	-	*Current Expense*	90,875	*Capital Outlay*	-	-
Perkins - Medical Assisting	*Personnel*	-	*Current Expense*	-	*Capital Outlay*	33,800	-
Perkins - Welding	*Personnel*	-	*Current Expense*	-	*Capital Outlay*	5,235	-
Perkins - Workforce Education	*Personnel*	-	*Current Expense*	-	*Capital Outlay*	13,832	-
Perkins - Advanced Technology	*Personnel*	-	*Current Expense*	-	*Capital Outlay*	30,840	-
Perkins - Public Service Education	*Personnel*	-	*Current Expense*	-	*Capital Outlay*	(9,950)	-
STAGE - FPCTP 25/26	*Personnel*	-	*Current Expense*	8,900	*Capital Outlay*	-	8,900
							1,835,055

Other (Amendments to existing budget)

	Personnel		*Current Expense*		*Capital Outlay*		
STEM Pioneers	*Personnel*	190,000	*Current Expense*	(213,874)	*Capital Outlay*	23,874	-
Advanced Manufacturing Innovation HUB	*Personnel*	(5,620)	*Current Expense*	16,773	*Capital Outlay*	(11,153)	-
From Promise to Practice	*Personnel*	(7,926)	*Current Expense*	7,926	*Capital Outlay*	-	-
Multi-Purpose Community Facility @ Blackburn	*Personnel*	-	*Current Expense*	(1,294,176)	*Capital Outlay*	1,294,176	-
SBDC Federal 2025	*Personnel*	(3,050)	*Current Expense*	3,050	*Capital Outlay*	-	-
							-

Total Increase							1,835,055

TOPIC: EAB Edify and Navigate360 License

REGULAR AGENDA OR COMMITTEE:

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

SUMMARY: Approve the licensing of **EAB Edify** (AI-Powered Data Management Platform for Higher Education) and **Navigate360** (Full student journey from recruitment to career success and alumni giving).to strengthen student success initiatives in parallel with the Banner implementation. The solution will support our data warehouse reporting strategy and streamline admissions by replacing select standalone applications.

ALTERNATIVE(S): None.

FOR CONTRACTS:
- **TERM: 5 years**
- **FISCAL IMPACT: $2,140,165**
- **TERMINATION TERMS: Non-appropriations Clause (5)**

This Program Order Form is made pursuant to the terms and conditions of the ITN-6418-4 and contract between EAB Global, Inc. and the Florida State University Board of Trustees as executed on 5/4/2023.

PRESIDENT'S RECOMMENDATION: Approve the licensing of Edify and Navigate360 as the final step in strengthening the customer-to-student funnel, complementing the Workday-to-Banner conversion already underway. This addition advances the President's vision of a streamlined, intuitive experience—"three clicks and you're in"—by simplifying access to advising and student support tools, strengthening reporting through our data warehouse efforts, and replacing select standalone admissions applications.

The President supports this addition, recommends approval, and confirms the initiative has been budgeted.

_____

SUBMITTED BY: Dr. Michael Hageloh   DATE:

_____

BOARD ACTION: DATE:

_____

EAB Global, Inc.
2445 M Street NW
Washington, DC 20037

Program Order Form

Organization: Indian River State College

Date: 2/11/2026

Attn: Michael Hageloh
3209 Virginia Ave
Fort Pierce, FL 34981

Program and Program Fees:

Organization will have access to the Program services set forth below (the "Services"), which are as described in greater detail in each applicable Program Scope available here:

Navigate - https://scopes.eab.com/navigate
Rapid Insight - https://scopes.eab.com/rapidinsight
Edify - https://scopes.eab.com/edify

During the Program Term, the Services will be delivered in all material respects as described in each applicable Program Scope.

Program Term: February 25, 2026 - February 24, 2027		Quantity		Fees
Edify			USD	248,750.00
Technology Platform Fee	Included Storage:Up to 2 TB			
Professional Service - Gold	Included Hours:400			
Incremental Hours		200 Hours		
AI Capabilities				
Rapid Insight				
Total			**USD**	**248,750.00**

Program Term: March 15, 2026 - February 24, 2027		Quantity		Fees
Navigate360	15,104 Undergraduate	15,104 Total Students	USD	145,025.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
Total			**USD**	**145,025.00**

Program Term: February 25, 2027 - February 24, 2028		Quantity		Fees
Edify			USD	248,750.00

PROPOSAL | Q-449973

	Quantity			
Technology Platform Fee	Included Storage:Up to 2 TB			
Professional Service - Gold	Included Hours:400			
Incremental Hours		100 Hours		
AI Capabilities				
Rapid Insight				
Navigate360	15,104 Undergraduate	15,104 Total Students	USD	152,548.75
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
Total			**USD**	**401,298.75**

Program Term: February 25, 2028 - February 24, 2029	**Quantity**			**Fees**
Edify			USD	190,750.00
Technology Platform Fee	Included Storage:Up to 2 TB			
Professional Service - Silver	Included Hours:200			
Incremental Hours		100 Hours		
AI Capabilities				
Rapid Insight				
Navigate360	15,104 Undergraduate	15,104 Total Students	USD	244,078.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
Advanced Student Engagement				
AI Chat Agent				
Navigate360 for Enrollment Success				
Total			**USD**	**434,828.00**

Program Term: February 25, 2029 - February 24, 2030	**Quantity**			**Fees**
Edify			USD	161,750.00
Technology Platform Fee	Included Storage:Up to 2 TB			
Professional Service - Bronze	Included Hours:100			
Incremental Hours		100 Hours		
AI Capabilities				

Rapid Insight				
Navigate360	15,104 Undergraduate	15,104 Total Students	USD	244,078.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
Advanced Student Engagement				
AI Chat Agent				
Navigate360 for Enrollment Success				
Total			**USD**	**405,828.00**

Program Term: February 25, 2030 - February 24, 2031		**Quantity**		**Fees**
Edify			USD	161,750.00
Technology Platform Fee	Included Storage:Up to 2 TB			
Professional Service - Bronze	Included Hours:100			
Incremental Hours		100 Hours		
AI Capabilities				
Rapid Insight				
Navigate360	15,104 Undergraduate	15,104 Total Students	USD	244,078.00
Core Platform				
Administrative & Travel Fee			USD	0.00
Historic and Predictive Analytics				
Student Engagement Hub				
Advanced Student Engagement				
AI Chat Agent				
Navigate360 for Enrollment Success				
Total			**USD**	**405,828.00**

One Time Fee:

Program Term: March 15, 2026 - February 24, 2027		**Fees**
Navigate360		
Implementation Fee	USD	60,012.25
Total	**USD**	**60,012.25**

Program Term: February 25, 2028 - February 24, 2029		Fees
Navigate360		
Implementation Fee	USD	38,595.00
Total	USD	**38,595.00**

The fees offered in this Program Order Form are based on the Program(s) above and any other existing Programs you may have purchased from us. In the event you terminate or discontinue any Program, including any Program in this Program Order Form, prior to the expiration of its Program Term, the Fees may be subject to increase. Any Fees, unless denoted as one-time, reflect the annual price for each year of the Program Term or any portion thereof (each, a "Year").

This Program Order Form is made pursuant to the terms and conditions of the ITN-6418-4 and contract between EAB Global, Inc. and the Florida State University Board of Trustees as executed on 5/4/2023, which, along with the applicable Program Scopes, are incorporated herein by reference, and form the entire agreement between the parties with respect to the Programs (and together with any other applicable agreements or supplements, the "Agreement"), with the exception of terms or responsibilities applicable to services specifically for FSU. Indian River State College shall be considered the "University" in place of "Florida State University" or "ESU" for purposes of the contract rights, terms and conditions.

Additional Terms:

For the avoidance of doubt, Organization may apply any Professional Service hours allotted to the immediately following Year of the Program Term toward Services performed in the current Year. Organization may not apply hours from any Year other than the immediately following Year toward the current Year. Any hours allocated to a given Year shall expire at the end of such Year, and Organization shall not be entitled to any refund due to any unused hours.

Invoicing:

Services will commence on the initial date of the first Program Term (the "Start Date"). Organization will be invoiced in advance of Services and payment is due within 30 days of the invoice date.

For the avoidance of doubt, the parties agree that Organization will be invoiced as follows:
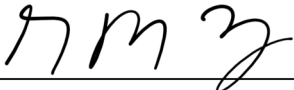
Program Year	Program Start Date	Program Fees
Year 1	February 25, 2026	$453,787.25
Year 2	February 25, 2027	$401,298.75
Year 3	February 25, 2028	$473,423.00
Year 4	February 25, 2029	$405,828.00
Year 5	February 25, 2030	$405,828.00
Total		**$2,140,165.00**

Each party represents and warrants to the other that the individual signing below on its behalf is authorized to enter into this Agreement and bind such party. The parties agree and acknowledge that any purchase order or other document subsequently provided by Organization with respect to the Programs above that contain additional, conflicting, or different term and condition or otherwise would amend, modify, or supplement this Agreement are unenforceable and shall be deemed null and void.

Please sign this Program Order Form and return it to Dustin Ott dott@eab.com to initiate your participation in the Program(s) **no later than** 2/25/2026 (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:		**Indian River State College:**	
Signature:	_(signed)_	Signature:	
Name:	Gregory Quantz	Name:	
Title:	Managing Director	Title:	
Date:	2/11/2026	Date:	

OPTIONAL FOR BILLING PURPOSES ONLY

Invoices should be sent to this Email Address: _____

Billing Contact Name: _____

Billing Contact Email Address: _____

Billing Contact Phone: _____

Purchase Order No. (if applicable): _____

THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND EAB GLOBAL, INC.

ADVISING AND ACADEMIC SUPPORT TECHNOLOGY

THIS CONTRACT ("Contract) is made as of the Effective Date by and between **Florida State University Board of Trustees,** a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter "FSU" or "University") and EAB Global, Inc. (hereinafter "Contractor"), an Educational Consulting Firm, authorized to do business in the State of Florida, whose address is 2445 M Street NW Washington, DC 20037. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

Recitals:

WHEREAS, FSU and Contractor seek to enter into this Contract for the provision of services by Contractor to FSU (the "Services") on the terms and conditions set forth herein this Contract; and

WHEREAS, FSU issued an Invitation to Negotiate 6418-4 ("ITN") and Contractor responded to ITN, incorporated hereto by reference; and

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows:

1. **Effective Date, Term and Renewal.** The Contract shall be effective on the date signed by both FSU and Contractor (the "Effective Date"). The contract's initial term is from December 31, 2023, through August 1, 2027, unless terminated earlier as provided in this contract. In no event is this contract binding on FSU unless FSU's authorized representative has signed it. FSU may renew this contract under its then-existing terms and conditions for up to two (2) optional two (2) – year renewals.

2. **Scope of Services.** Contractor shall be responsible for providing services as listed in, EAB's Response to ITN dated August 11, 2022, attached herein as Attachment A – Scope of Services, and EAB's Updated Price Proposal dated January 18, 2023, attached herein as Attachment B – Pricing. Value-add features as outlined in Attachment B are excluded from the current Scope of Services but may be added upon execution of an amendment signed by both parties.

3. **Compensation.** In consideration of the timely and satisfactory performance of services in accordance with this Contract, FSU agrees to make payment to Contractor in accordance with the below and as outlined in Attachment B:

    (a) **Fees.** ████████████████████████
    ████████████████████████████
    ████████████████████████████
    ████████████████████

    (b) **Invoicing and Payment.** All invoices shall include FSU's Purchase Order (PO) number, correct remit address, description of goods/services provided (with amount), and total invoice amount. At no time is a Contractor authorized to submit a PO invoice directly to an individual or the ordering department. Except where stipulated otherwise on the PO, address all invoices to:

    Mail: Florida State University
             Accounts Payable
             UCA 5607 University Center
             Tallahassee, FL 32306-2391

    Email: CTL-Invoices@fsu.edu

    (c) **Payment Terms & Interest.** FSU will pay Contractor within thirty (30) days of receipt of the invoice. The Parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar ($1) will not be enforced unless Contractor requests payment. To obtain the

applicable interest rate, please contact the University Controller's Payables and Disbursements Section at (850) 644-5021. If FSU fails to pay undisputed amounts in accordance with the Agreement, Contractor shall have the right, in addition to any of its other rights or remedies, to suspend the Services, without liability to Contractor, until such amounts are paid in full.

4. **False Claims.** The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.

5. **Payment Contingent on Appropriation.** FSU represents and warrants that funds sufficient to meet all financial obligations hereunder for the first year of the contract term have been allocated and are available. Further, Contractor agrees and understands that from the first anniversary of the start date of the contract term, the financial obligations of FSU to continue hereunder are conditioned upon the appropriation of funds on an annual basis, which is not controlled by the FSU. In the event that the entities controlling such funding fail to appropriate funds and FSU has determined, in FSU's sole discretion, that there are insufficient funds available to cover FSU's obligation for the upcoming year of the contract term under this Agreement, FSU shall have the right to terminate this Agreement for the upcoming year of the contract term without damage, penalty, cost, or further obligation, provided: (i) FSU has notified Contractor in writing of its intention to exercise such option at least ninety (90) days in advance of such anniversary of the start date of the contract term; and FSU has provided documentation of such decrease in appropriation of funds; and FSU has provided documentation of such decrease in funds.

6. **Mandatory Reserve.** In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend this Contract to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.

7. **Restrictions on Use of Funds.** Pursuant to Sec. 216.347, F.S., no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

8. **Termination of Contract.** Except as otherwise provided in the Contract, the Contract may only be terminated by a party upon written notice to the other party if such other party (a) fails to perform any material obligation required of it under the Contract, as applicable, and such failure is not cured within 60 days of receipt of written notice thereof, or (b) files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, and such petition, action or filing is not dismissed within 60 days of such filing, or is adjudicated a bankrupt concern. Upon an undisputed termination pursuant to clause (a) of the preceding sentence by (i) Contractor, all fees due to Contractor under the Contract shall promptly become due and payable and (ii) FSU, Contractor will waive (or refund, as applicable) a pro-rata portion of any prepaid fees for the Services (i.e., fees due for the Services to be performed after the termination date) and, in each case, Contractor will be released from any further obligation to provide the applicable Services. Subject to the above, this contract may be terminated unilaterally by FSU in case of Contractor's refusal to allow access by members of the public to all documents, papers, letters, and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.

9. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

For FSU:	For Contractor:
Tracy O'Dell Florida State University 403 Stadium Drive – Suite 4318 Tallahassee, Florida 32306 Phone: (850) 644-1089 Email: todell@fsu.edu	William Sogegian EAB Global, Inc. 2445 M Street NW Washington, DC 20037 Phone: (202) 909-4119 Email: wsogegian@eab.com

10. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU's Contract Manager in the performance of the latter's responsibilities, which include without limitation:

(a) Monitoring the activities of Contractor.

(b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.

(c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.

(d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.

(e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract Manager deems necessary.

11. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient's email address set forth above.

12. **Dispute Resolution.**, The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney's fees.

13. **Insurance.** Contractor and Contractor's subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at http://procurement.fsu.edu/InsuranceProvisions as modified by Exhibit A unless stipulated otherwise within the PO or Contract.

14. **Indemnification.** Contractor will indemnify, defend and hold harmless University and its personnel from any and all third party claims, liabilities and expenses arising from any infringement, misappropriation, or other violation by the Services of any United States patent, copyright, trademark, service mark, or trade secret right of a third party; provided that University used the Services in accordance with the terms of the Contract and consistent with the purpose for which they were provided to University. Contractor shall have no liability for any claim of infringement based on (a) Services which have been modified by University or any third party on University's behalf, (b) University's use of the Services in connection with data, including U-P Data, where use with such data gave rise to the infringement claim, or (c) University's use of the Services with third party software or hardware, where use with such other software or hardware gave rise to the infringement claim. Should the Services become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor may, at its option, (x) obtain the right for University to continue using the Services, (y) replace or modify the Services so they are no longer infringing, or (z) if neither of the foregoing options is commercially reasonable, terminate the right of University to use the affected Services. Upon such termination, Contractor will refund to University, as University's sole remedy for such termination, any fees paid for Services to be provided following the effective termination date. This Section states Contractor's entire liability with respect to any claim of infringement regarding the Services. Contractor also assumes such risk with respect to the negligent acts or omissions of persons subcontracting with Contractor or otherwise acting or engaged to act at the insistence of Contractor in furtherance of Contractor's obligations under this Contract.

15. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

16. **Public Records, Contract for Services**. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 644-4440, Office of General Counsel, Florida State**

University, 222 South Copeland Street, Suite 424, Westcott Building, Tallahassee, FL 32306-1400.

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.

(d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

17. **Equal Opportunity.** Florida State University is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

18. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body, or as permitted by this Contract. If Contractor is exposed to FSU's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice to the extent legally permissible. This provision shall survive termination of the Contract..

19. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval of FSU's Office of Trademark and Licensing. Should Contractor desire to pursue the opportunity to advertise, Contractor should contact the Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For more information, visit: licensing.fsu.edu. For more information regarding use of the certain university emblems and logos, contact the Office of University Trademark Licensing at 850-644-3141 or visit licensing.fsu.edu. Notwithstanding the foregoing, Contractor may use FSU's name on a list of clients.

20. **Independent Audit.** FSU will have the right, at FSU's sole cost, to audit Contractor's fee and expense information and work product materials ("Records") using its personnel pertaining to the Contract. Such audit will be completed by FSU or its representatives (a) with at least ten (10) days' advance notice; (b) during Contractor's normal business hours; and (c) not

more than one (1) time per year. Contractor shall have the right to exclude from such audit any of its confidential or proprietary information which was not otherwise provided to FSU as part of the Services, and the results of any audit shall be subject to the confidentiality provisions of the Contract or a mutual non-disclosure agreement, if applicable. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.

21. **Florida State University's Data and Security Standards.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times in accordance with standards prescribed within FSU's Information Security and Privacy Standard Terms and Conditions attached herein as Attachment C.

22. **Conflict of Interest.** Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.

23. **Non-Agency Contractor.** If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.

24. **Independent Contractor Status.** Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc. Contractor shall have the right to use third parties, including, without limitation, its affiliates, in performance of its obligations and Services hereunder.

25. **Tax.** FSU is exempt from State sales and use tax.

26. **Non-Solicitation.** During the term of this Contract and for a period of (insert non-Solicitation Period) following the termination of this Contract, i) Contractor agrees not to hire or attempt to hire any employee, Contractor, Sub-Contractor or other agent of FSU and ii) FSU agrees not to hire any Contractor personnel furnished by Contractor hereunder, without express written consent of the Contractor.

27. **Force Majeure.** No default, delay, or failure to perform on the part of Contractor or FSU, with the exception of any payment obligations under this Contract, shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, actions or inactions of governmental authorities, pandemic/epidemic, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

28. **Survival.** Any provision of the Contract that by its nature should survive, shall survive such termination or expiration of this Contract.

29. **Discrepancy of Contract terms.** Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

30. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by operation of law shall not require consent of the non-assigning party. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

31. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.

32. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.

33. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.

34. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.

35. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.

36. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.

37. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.

38. **Conflict with Purchase Order.** Both Parties acknowledge that FSU may use preprinted purchase orders or other formats as it deems fit. The Parties agree that, in the event of conflict between the text of an order and this Contract, the terms and conditions of this Contract will prevail. No additional or different terms contained in any quotation, offer or acknowledgment or other document issued by Contractor will be of any force or effect.

39. **Entire Contract.** This Contract as amended, and its Attachments, represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted above.

40. **Order of Precedence**. In the event of an inconsistency or conflict of the terms between this Contract, the ITN and any of the attached Attachments, the inconsistency or conflict shall be resolved by the following precedence: this Contract, , followed by Contractor's response/proposal to the ITN dated August 11, 2022, and lastly, Contractor's response/proposal to the ITN dated January 18, 2023.

41. **University-Provided Data.** In connection with the provision of the Services, University, directly or indirectly (including from an End User (defined below)) may provide or make available to Contractor certain data, information, copyrights, trademarks, logos, service marks, specific media (prior to Contractor editing), and other intellectual property (collectively, "**U-P Data**"). University shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness (including having obtained any necessary consents or third party rights) relating to all U-P Data and the sharing of such data, and Contractor does not assume responsibility for unintended, objectionable, inaccurate, misleading, or unlawful U-P Data used in connection with the Services. Unless otherwise required in order to provide the Services, Contractor will have no obligation to archive, back up, or, following the term of the Agreement, retain, U-P Data, nor will Contractor have any liability for any loss or corruption of U-P Data. "**End Users**" means end users of the Services who are not Personnel, including, as applicable, students and prospective students of University. For the avoidance of doubt, visitors to a Platform (as defined below) site other than University's website(s) shall not be deemed to be an End User for purposes of the Agreement, and data collected

from such visitors shall not be deemed to be U-P Data for purposes of the Agreement.

42. **Site and Software; License**. As part of the Services, University may be provided access to a password-protected website as described in the Agreement ("**Site**"). During the term of the Agreement (and subject to its terms), Contractor grants University a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the Software via the Site through use of the unique user identifiers provided to University ("**Identifiers**"), solely for purposes of (a) creating and viewing analyses and reports based on the U-P Data, and (b) obtaining other information made available through the Software. University agrees that access to and use of the Services may require an End User to agree to terms of use provided by Contractor. "**End Users**" are end users of the Services who are not Personnel, including, as applicable, students and prospective students of University.

   For purposes of the Agreement, "**Software**" is any software to which University is provided access as part of the Services, including software provided by a third party, and is included in the defined term Services. Contractor and its suppliers and licensors reserve the right to update or enhance the Software at any time.

43. **Authorized Users**. University shall only allow its employees, authorized Personnel, End Users and other individuals or entities authorized by Contractor in the Agreement to access and use the Software as "**Authorized Users**," solely in accordance with the terms of the Agreement. University shall ensure that the number of Authorized Users accessing and using the Software shall not exceed the number specified in the Agreement, and shall be solely responsible for ensuring that Authorized Users only access the portions of the Site that they are legally permitted to access. University shall, and shall ensure that its Authorized Users shall, solely use the Services for the benefit of the University site(s) specified in the Agreement (each, an "**University Site**") and solely for University's own internal operations. University shall not, and shall ensure its Authorized Users do not, (a) use the Services in any manner or for any purpose that violates any law or regulation, or any right of any person, including, without limitation, intellectual property rights, (b) modify, alter, reverse engineer, decompile, or disassemble the Software or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and University acknowledges that nothing in the Agreement will be construed to grant University any right to obtain or use such code, (c) use the Services to transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs, (d) interfere with or disrupt the integrity or performance of the Services or the data contained therein, (e) attempt to gain unauthorized access to the Services, computer systems or networks related to the Services, or (f) interfere with another user's use and enjoyment of Contractor's Services and Software. University is responsible for any breach of its obligations, representations and warranties within the Agreement by any Authorized User, any other of its Personnel, or any other person within its control or to whom it grants access. For purposes of the Agreement, "**Personnel**" means a party's officers, directors, trustees and employees.

44. **Connectivity**. University is solely responsible, at its own cost and expense, for acquiring, installing and maintaining all connectivity and other equipment, hardware, software, and bandwidth as may be necessary for it and its Authorized Users to connect to and use the Site and Software.

45. **Warranties**. Contractor represents and warrants that it will provide the Services in a professional and workmanlike manner. University represents and warrants that (a) its signatory is authorized to enter into this Agreement behalf of University, and (b) (i) its provision of U-P Data and (ii) its and its Authorized Users' receipt of and access to the Services (including the Software and U-P Data and other data and information made available through the Software) will not violate any of its obligations to third parties or violate any applicable laws, (c) it shall comply with the Children's Online Privacy Protection Act (COPPA) and shall not provide U-P Data to Contractor collected by the University in violation of COPPA, and (d) it has obtained all necessary third party consents and authorizations to provide the U-P Data and for such U-P Data to be used in the manner contemplated by the Agreement, including consents or authorizations pursuant to FERPA. Contractor makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such U-P Data [or any products or services derived therefrom. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE MATERIALS ARE PROVIDED "AS IS," AND Contractor MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES AND THE MATERIALS AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT. Contractor DOES NOT WARRANT THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS

INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND Contractor IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

46. **Data Processing Addendum.** The Data Processing Addendum attached hereto ("**DPA**") and incorporated herein by reference is applicable to the Agreement if the Processing (as defined in the DPA) of Personal Data (as defined in the DPA) is subject to the General Data Protection Regulation ("**GDPR**"), only to the extent that (i) University is the Controller (as defined in the DPA) of Personal Data and Contractor is a Processor of Personal Data, and (ii) the Services involve the Processing of U-P Data related to individual that at the time of Processing is located in a jurisdiction subject to the GDPR.

47. **FERPA**. (a) Subject to subsection (b), and to the extent that Contractor receives from University or otherwise has access to, on behalf of University, personally identifiable information from a student education record (collectively, "**Student Records**"), Contractor agrees to maintain such Student Records in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 USC § 1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (collectively "**FERPA**"). (b) University agrees (i) that Contractor is performing for University an institutional service or function for which University would otherwise use its employees, (ii) that University will retain control over all education records provided to Contractor, and (iii) that University is responsible for complying with FERPA, including with respect to the annual notification requirement (34 C.F.R. § 99.7) and with respect to providing Student Records to Contractor.

48. **Ownership**. University hereby grants Contractor authorization to use U-P Data to the extent expressly authorized in these Terms. As between the parties, University owns the U-P Data. University hereby grants Contractor a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from, publicly display and otherwise exploit all or portions of the U-P Data: (a) in connection with providing the Services; (b) for internal tracking, reliability testing and research purposes; and (c) in a manner that does not identify University for any lawful purpose in Contractor's discretion. The rights granted in the foregoing clauses (b) and (c) shall be perpetual and shall survive the termination or expiration of this Agreement. As between the parties, Contractor owns all right, title and interest in and to the research, research results, tools, artwork, copy, concepts, methods, analyses, reports, improvements, developments, or other materials or information relating to the Services (including, without limitation, any derivative works from the U-P Data or other materials based on or incorporating U-P Data, except for the U-P Data therein) (collectively, the "**Materials**"), the Services, the know-how, techniques or procedures used or acquired in creating the Materials or performing the Services, and any derivative works of any of the foregoing. Except as stated in these Terms, no right, license, permission, or interest of any kind in the Services or the Materials is intended to be given, transferred to, or acquired by University by the Agreement. University is authorized to use the Services or the Materials only to the extent expressly authorized in these Terms. Upon termination or expiration of the Agreement, University's rights to and its use of the applicable Services and the Materials shall promptly cease, except that University may continue to use any Materials solely for internal purposes. Upon request, University shall return any Materials if the continued use thereof would be prohibited under this Agreement.

    To the extent University enrolls in additional Contractor programs (each, an "**Additional Program**"), U-P Data collected or processed by Contractor may be combined with the U-P Data collected or processed hereby as may be expressly directed by University to the extent allowed by law.

49. **Limitations on Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL Contractor OR ITS PERSONNEL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, UNDER ANY THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF Contractor AND ITS PERSONNEL RELATING A PARTICULAR PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY ORGANIZATION TO Contractor FOR SUCH PROGRAM IN THE 12 MONTH PERIOD BEFORE THE CLAIM, LIABILITY OR EXPENSE WITH RESPECT TO SUCH PROGRAM AROSE, EXCEPT TO THE EXTENT FINALLY JUDICIALLY DETERMINED TO HAVE RESULTED FROM CONTRACTOR'S BAD FAITH OR INTENTIONAL MISCONDUCT. IN ADDITION, CONTRACTOR WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY ORGANIZATION AS A RESULT OF THE

PERFORMANCE OF THE SERVICES OR AS A RESULT OF ANY TRANSACTIONS MADE IN RELIANCE UPON ANY OF THE MATERIALS; (B) ORGANIZATION'S MISUSE OF THE SERVICES, THE MATERIALS, OR OTHER DATA PROVIDED TO ORGANIZATION IN CONNECTION WITH THE PROGRAM; (C) ANY CLAIMS BY ANY THIRD PARTY IN CONNECTION WITH O-P DATA OR OTHER INFORMATION UNLAWFULLY DISCLOSED TO CONTRACTOR BY THE ORGANIZATION.

Furthermore, Contractor will not be liable in respect of the following: (a) any decisions made by University as a result of the performance of the Services (including the Software) or as a result of any transactions made using the Software by any person using one of the Identifiers, or in reliance upon any of the Materials, or (b) University's misuse of the Services, Materials or other data provided to University in connection with the Services.

50. **Confidentiality; Reference**. Except as required by law or as reasonably necessary in the performance of the Services or as otherwise agreed to by University in the Agreement or in a separate writing, Contractor will keep confidential any and all U-P Data. Notwithstanding the foregoing, University agrees that Contractor shall not be obligated to maintain the confidentiality of U-P Data that is known to Contractor prior to receiving the U-P Data from University or that becomes known (independently of disclosure by University) directly or indirectly from a source other than one having an obligation of confidentiality to University or that is independently developed by Contractor. University agrees that Contractor may collect aggregated statistical data regarding University's use of the Services and provide such aggregated statistical data to third parties.
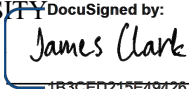
    The Materials are confidential to Contractor and its suppliers, if any. Thus, University shall not disseminate to, or permit the use of, and shall take reasonable precautions to prevent such dissemination or use of, the Materials by any of its Personnel to any third party without the express prior written consent of Contractor. In addition, except as required by law, University shall not disclose the fees charged by Contractor to University to any third party, other than its Personnel or professional services providers (e.g., accountants or legal counsel) who need to know such information in order to provide their respective professional services to University and, in each case, are bound by confidentiality obligations to University. University shall not remove from the Materials any confidential markings, copyright notices and other similar indicia therein and shall not create any derivative works thereof. "**Personnel**" means a party's officers, directors, trustees, employees and agents. Notwithstanding the foregoing, a party may disclose U-P Data and the Materials to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under the Agreement, including to make such court filings as it may be required to do.

51. **Coverage and Participation**. With the consent and agreement of Contractor, and pursuant to Contractor's own governing laws, purchases may be made under this ITN by other universities, governmental agencies or political subdivisions within the State of Florida pursuant to BOG Regulation 18.001. Other entity purchases are independent of this Contract between FSU and Contractor, and FSU shall not be a party to any transaction between Contractor and any other purchaser. Contractor reserves the right to establish a unique price tailored to the specifications of each transaction under this ITN.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set below above.

FSU: **CONTRACTOR:**
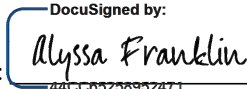
THE FLORIDA STATE UNIVERSITY BOARD   EAB GLOBAL, INC.
OF TRUSTEES, a public body corporate, acting for
and on behalf of THE FLORIDA STATE
UNIVERSITY

Signature: _James Clark_   Signature: _Alyssa Franklin_
          1B3CED215E49426...   44CC65258952471...

Name: _James Clark_   Name: _Alyssa Franklin_

Title: _Provost_   Title: _Executive Director_

Date: _5/2/2023 | 4:04 PM EDT_   Date: _5/4/2023 | 4:55 PM EDT_

This Data Processing Addendum ("**Addendum**") supplements and amends the Master Agreement with regards to the processing of EU Personal Data. This Addendum applies to EAB's processing of Personal Data provided by Organization to EAB. Except as expressly stated otherwise, in the event of any conflict between the terms of this Addendum, including any policies or appendices referenced herein, and the Master Agreement, the terms of the Master Agreement shall take precedence. Capitalized terms not otherwise defined herein will have the meanings given to them in the Master Agreement.

I. Definitions:

1. **Data Protection Legislation:** all applicable legislation relating to the protection and processing of Personal Data in any relevant jurisdiction, including (without limitation): the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003, or any other legislation which implements any other current or future legal act of the European Union concerning the protection and processing of personal data and any national implementing or successor legislation), and including any amendment or re-enactment of the foregoing;
2. **Personal Data:** has the meaning given to it in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which EAB is a processor in connection with the performance of its obligations under the Master Agreement; and
3. **"Data Subject", "processing and process", "Supervisory Authority", "controller", "processor" and "appropriate technical and organisational measures"** shall have the meanings given to them in the Data Protection Legislation.

II. Instructions:

1. EAB will comply and will procure that its employees, agents and subcontractors comply with their respective obligations under the Data Protection Legislation and will not do or omit to do anything that would cause Organization to breach their obligations under the Data Protection Legislation.
2. The parties acknowledge and agree that for the purposes of the Data Protection Legislation, Organization is the controller and EAB is the processor of the Personal Data. Each Program Order Form sets out the scope, nature and purpose of processing by EAB, the duration of the processing and the types of personal data and categories of Data Subject. In no circumstances shall EAB be entitled to process the Personal Data for its own purposes.

III. Obligations on Organization

In relation to the processing of Personal Data, Organization confirms, represents and warrants that it acts as a controller and that it shall:

1. comply with Data Protection Legislation when processing Personal Data, and shall only give lawful instructions to EAB;
2. rely on a valid legal basis under Data Protection Legislation in order to process the Personal Data and share the Personal Data with EAB, including obtaining Data Subjects' consent if required or appropriate under Data Protection Legislation;
3. obtain appropriate consents from Data Subjects for the purposes of direct marketing activities (whether conducted by the Company or the Customer) and provide the necessary opportunity for Data Subjects to opt-out of such processing, in accordance with applicable Data Protection Legislation;
4. provide appropriate notice to the Data Subjects regarding the processing of Personal Data, in a timely manner and in accordance with the requirements of the applicable Data Protection Legislation;
5. take reasonable steps to ensure that Personal Data is accurate, complete and up to date, is limited to what is necessary for the purposes of the processing and is kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed, unless a longer retention period is required or permitted under applicable EU or Member State law;
6. implement appropriate technical and organisational measures to ensure, and to be able to demonstrate that the processing of Personal Data is performed in accordance with applicable Data Protection Legislation; and
7. cooperate with EAB to fulfil their respective data protection compliance obligations in accordance with Data Protection Legislation.

IV. Obligations on EAB

In processing Personal Data on behalf of Organization, EAB acting as processor shall:

1. only act on the instructions of Organization as set out in the Master Agreement or as otherwise documented by Organization, unless any EU or Member State law requires otherwise, in which case, EAB shall promptly notify Organization of such legislative requirement before processing Organization's Personal Data (unless EAB is barred from notifying Organization under any EU or Member State law);

2. implement and maintain at all times during the term of the Master Agreement appropriate technical and organisational measures to protect Organization's Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, in each case, taking into account applicable requirements under the Data Protection Legislation, and shall continue to comply with them during the term of the Master Agreement;

3. grant access to the Personal Data to persons authorized to process the Personal Data, including but not limited to: (i) employees who require access to the Personal Data to enable EAB to perform its obligations under the Master Agreement; and (ii) subject to Clause IV(e), EAB contractors, agents, outsourcers, and approved subcontractors who require access to the Personal Data to enable EAB to perform its obligations under the Master Agreement (the "**Authorized Persons**") and, shall in each case, ensure such Authorized Persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality in respect of the Personal Data;

4. transfer the Personal Data to, or process the Personal Data in, any country outside the European Economic Area where necessary to perform its obligations under the Master Agreement, and shall do so in accordance with Data Protection Legislation. Organization hereby authorizes such cross-border transfer of Personal Data and confirms, represents and warrants that it shall comply with any applicable requirements under Data Protection Legislation in respect of such transfers;

5. not engage any sub-processor of the Personal Data without a general written authorization of Organization, attached hereto as Exhibit A, and EAB shall inform Organization of any intended changes concerning the addition or replacement of other sub-processors, to give Organization the opportunity to object;

6. as requested by Organization, provide reasonable assistance to Organization (at Organization's cost) with responding to any request from a Data Subject, and shall provide reasonable assistance to Organization in relation to Organization's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with Supervisory Authorities;

7. at Organization's written request, EAB shall instruct all Authorized Persons to, (at Organization's election), delete or return, to the extent technically possible, all Personal Data to Organization (and delete all existing copies), unless it is necessary for EAB to retain one copy of the Personal Data to comply with any EU or Member State law; and

8. maintain and make available to Organization, on Organization's request, all information necessary to demonstrate its compliance with this Addendum and allow for audits and inspections by Organization or Organization's designated auditor on reasonable written notice.

EXHIBIT A
GENERAL AUTHORIZATION OF SUB-PROCESSORS

Data Processor is authorized by Data Controller to engage the following types of sub-processors when it is processing personal data on behalf of Data Controller and such data is subject to GDPR:

For any EAB Enrollment Services Program:

- Data storage provider
- Data entry and verification providers
- Cloud communication provider to send and receive text messages
- Display advertising platform
- Marketing automation platform
- Business intelligence and reporting platform
- Payment processor for application and deposit fees
- Print and mail shops
- For adult learner recruitment programs only, data integration platform

For any EAB Technology Program

- Data storage and data lake providers
- Help center and service desk support providers
- User experience analysis
- Marketing automation platform
- Analytics dashboard provider
- Contracted developers

For any EAB Agency Program

- Data storage and data lake providers
- Business intelligence and reporting platform

ATTACHMENT A

SCOPE OF SERVICES

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EAB

EAB's Response to Florida State University's ITN-6418-4 (Advising & Academic Support Technology)

August 11, 2022

William Sogegian, *Senior Manager, Account Management*
(202) 909-4119, wsogegian@eab.com

3.1 Respond to General Performance Requirements/ Specifications, Section V a.-j.

V. SPECIFICATIONS

a. Business Objectives & Mandatory Requirements

1. **The Respondent's proposed online advising and academic support system must be a cloud-based system that integrates information pulled in from the Student Information System (SIS) and is accessible to students and employees from any location and at any time. Employee users may have PC or MAC computers. In its technical proposal, Respondent must explain the supported methods for accessing its application (including browser recommendations or limitations), the supported administrator and user environments, system availability for all system users, the steps the Respondent takes to ensure access to the application 24 hours a day / 7 days a week, and its disaster recovery plan. Respondent also must describe protocols for protecting student information and records consistent with FERPA.**

As FSU's existing Student Success Management System, Navigate (Campus Connect) is a cloud-based system that integrates information pulled in from FSU's SIS and is accessible to students and employees from any location and at any time. Navigate is purpose-built for higher education and has been extensively configured to FSU's faculty, staff, and student needs and workflows.

SIS Integration

The primary source system for Navigate is the SIS. Navigate offers data that mirrors your SIS, based both nightly flat-file and real-time data imports (real-time imports apply to Academic Planning functions). EAB has extensive experience with PeopleSoft. We have completed 100+ successful Navigate implementations at institutions with a PeopleSoft SIS, including FSU's current completed implementation. Furthermore, EAB is a formal Gold Level Partner in the Oracle Partner Network, meaning our solution is specialized and purpose-built to integrate directly with PeopleSoft.

Application Access

As a Software-as-a-Service (SaaS), Navigate is OS-agnostic and accessible online on any laptop, desktop computer, or mobile device. Navigate is an entirely browser-based application. There are no other hardware, OS (PC or Mac), database, or third-party software requirements. Navigate is optimized for the latest versions of Google Chrome, Mozilla Firefox, and Microsoft Edge and is also compatible with Apple Safari (versions 10.0 and higher and the previous version of Chrome and Firefox).

The Navigate mobile application is available for Android and iOS devices. Students may download it easily from the Android or Apple application stores. EAB will ensure we are adhering to the current operating systems for Android and iOS devices.

The Navigate platform is built on Amazon Web Services (AWS) infrastructure, using a modern, highly available architecture, which includes distributed servers in multiple availability zones as well as real-time data replication for failover.

The system application and partner data are hosted on Amazon's EC2/EBS platform. AWS ensures business continuity by having multiple data centers across multiple geographic regions to help ensure maximum protection through redundancy. This is the same type of state-of-the-art redundancy used by Fortune 500 companies across the globe. EAB strives to minimize downtime for both scheduled and unscheduled reasons and confines the former to off-peak days and times. Average application uptime is 99.8% for unscheduled interruptions. The data center itself has far higher availability (four 9s or better).

Business Continuity and Disaster Recovery

Navigate's business continuity and disaster recovery plan outlines the requirements and specifies the methods to maintain the continuity of EAB services in the case of a disaster. It includes disaster recovery procedures EAB is to take to complete the recovery of IT infrastructure and IT services within a set Recovery Time Objective (RTO) of 24 hours. The plan also documents backup procedures that describe how often service and partner data is backed up in order to minimize the impact of a disaster.

Data Security FERPA Compliance

To the extent that EAB receives or otherwise has access to personally identifiable information from a student education record, EAB maintains these records in accordance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, which may be amended from time to time. We have a dedicated team that ensures our technologies and policies are updated to reflect any changes in FERPA regulations. EAB has a Chief Information Security Officer (CISO) and a security staff that consists of four teams, all reporting to the CISO. The individual team members focus on specific domains such as network infrastructure, incident response, application security, and governance, risk, and compliance.

We secure all student personal and confidential data in transit and strictly adhere to FERPA requirements. We require the secure transmission of partner data to and from our network; we work with partners to discourage transmission that is otherwise not secure. This is accomplished through a combination of Secure File Transfer Protocol Portals (SFTP), SSL certificates, and data encryption. Upon receipt, source files are logically separated and isolated from other partners.

Database access is limited to EAB corporate networks and EAB-managed AWS Virtual Private Clouds (VPC). Production Support staff must have approved, named access to the databases. EAB databases volumes are encrypted at rest, via capabilities provided by AWS RDS. Networks are segregated into production (containing Personally Identifiable Information) and development networks. EAB maintains completely separate hardware environments for Production, Implementation, and Development environments. Access to application servers is only from EAB networks (via VPN to AWS VPC). Access to database servers is only from application servers, or dedicated jump hosts.

Navigate also provides the granular permissions necessary to ensure that only users who have legitimate need and right to see a student's information can access that information.

Our Commitment to Privacy and Security

EAB is deeply committed to maintaining the privacy and security of confidential and sensitive information we may collect, retain, process, or transfer or which is provided to us directly by our clients and is willing to provide the Services within the parameters detailed in its Master Agreement, Data Processing Addendum, and Privacy Policy.

In connection with certain products and services we provide to our clients, we are a data processor when collecting personal information from employees, students, prospective students, or other of client's end users. Accordingly, our use of the personal information is governed by the privacy policy of the institution from which we have received, or on whose behalf we collected or use, the personal information ("your institution"). Our Privacy Statement does not supersede the terms of any agreements between the end user and your institution, nor does it affect the terms of any agreements between the end user and your institution, including any prior consent you have provided concerning the use and distribution of your personal information.

2. **FSU technical support personnel requirements must be minimal. In its technical proposal, Respondent must explain the FSU personnel required for system setup, updates, maintenance and support. In its technical proposal, Respondent must describe testing approach and methods for customer sign off.**

FSU Technical Support Personnel Requirements

FSU technical support personnel requirements for Navigate are minimal, both because Navigate is currently implemented for FSU and because the Navigate platform is provided on an enterprise-wide basis through EAB's unique partnership model in the Student Success Collaborative. There are no additional costs/fees for additional users, maintenance, or ongoing training/support, including post-implementation consulting services, as they are included (and a critical piece) in our annual fee.

As FSU's incumbent Student Success Management System, Navigate is in use across campus, and FSU continues to receive support for testing and sign-off as utilization and functionality continue to evolve in service to your student success objectives.

EAB has performed all of the heavy lifting of Navigate implementation and will do so for any expansions FSU elects to add to your partnership. FSU's Technical Team (Technology Leader, Extract Programmer, and Business Process Expert) has supported past Navigate implementation, but the primary owner of ongoing support is FSU's Application Administrator. This individual is responsible for user activation, roles, permissions, and configurations; triages end-user support; and focuses on end-user experience. We estimate a time commitment of two hours a week for this role or 5% of an FTE outside of other student success technology and training support responsibilities typically assigned to this role.

The Application Administrator role is integral to the success of Navigate on any campus. Serving as the campus technology expert and the nexus between platform, leadership, staff, students, and EAB, Application Administrators are well positioned to drive process improvement and student success strategy, as well as help shape the direction of the platform.

EAB Testing Approach

EAB upholds our ongoing commitment to configuring Navigate to meet FSU's unique specifications. Navigate is extensively configurable, with 220+ adjustable settings. During our initial implementation, EAB visited FSU for a Project Launch and Configuration Workshop to begin configuration of Navigate to your specifications, and your dedicated Strategic Leader works with your team to configure Navigate throughout your partnership as requirements evolve.

Overarching Goals for Configuration

Develop a Master Plan
Clearly define and document which tools to use in common student interaction scenarios

Eliminate Redundancy
Identify and eliminate confusing and wasteful redundancies from workflow

Reduce Barriers
Minimize staff effort and frustration associated with accessing multiple systems; connect students with the resources they need

During the Project Launch and Configuration Workshop, we engaged your student success team and other key stakeholders. During these sessions, EAB mapped current processes for student referrals between advising and student service units and developed Navigate workflows, defined workflows for end-users, reviewed introductory site configuration decisions, and began discussion of user roles and access levels. The Workshop was designed to help FSU understand your own processes and aspirations, while simultaneously providing the EAB team with critical insights for both implementation and the long-term partnership, and our ongoing testing and configuration approach mirrors this attention to FSU's workflows and objectives.

3. **Comprehensive technical setup, administration and support documentation must be provided by Respondent for technical personnel; complete, easy-to-read user documentation must be provided by Respondent. In its technical proposal, Respondent must explain the documentation it will provide and how it will be provided.**

Comprehensive Support Documentation of Navigate's Online Help Center

In addition to the dedicated support from your Strategic Leader throughout the lifetime of your partnership, an online Help Center in Navigate allows faculty and administrators to answer their own questions through best practice documentation and FAQs. With 350+ articles and videos focused on specific user roles, the Help Center answers general questions about workflow and interaction functionality and provides documentation to support training initiatives.
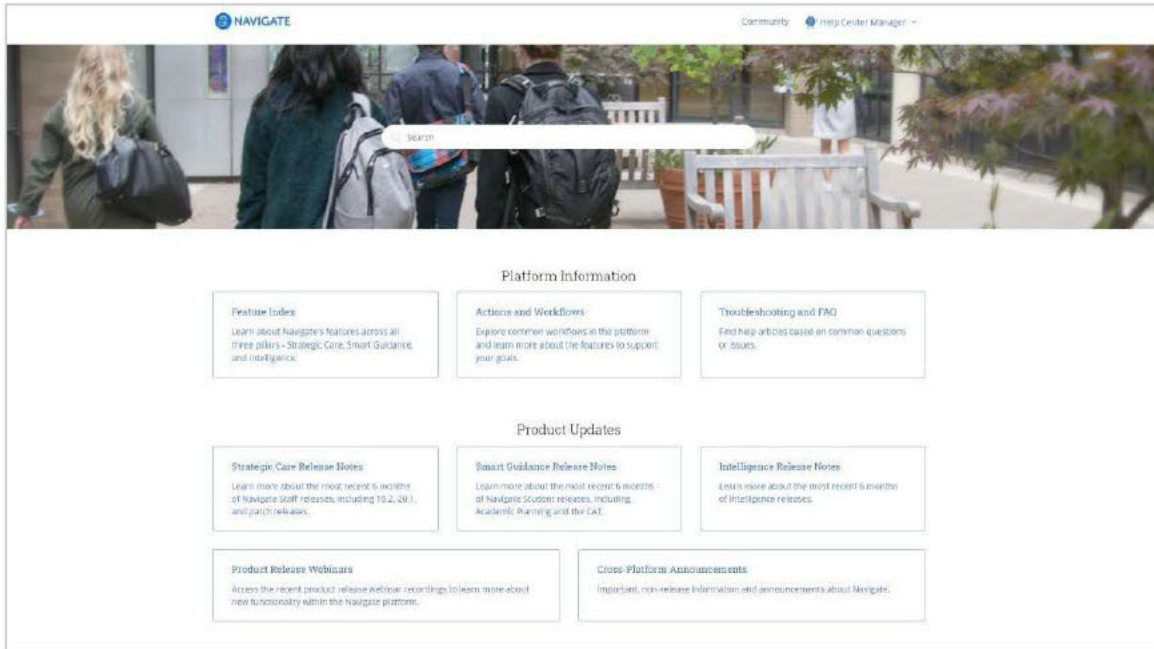
The Help Center and resources to connect to your Partner Support Team are also always readily accessible from the Staff interface:
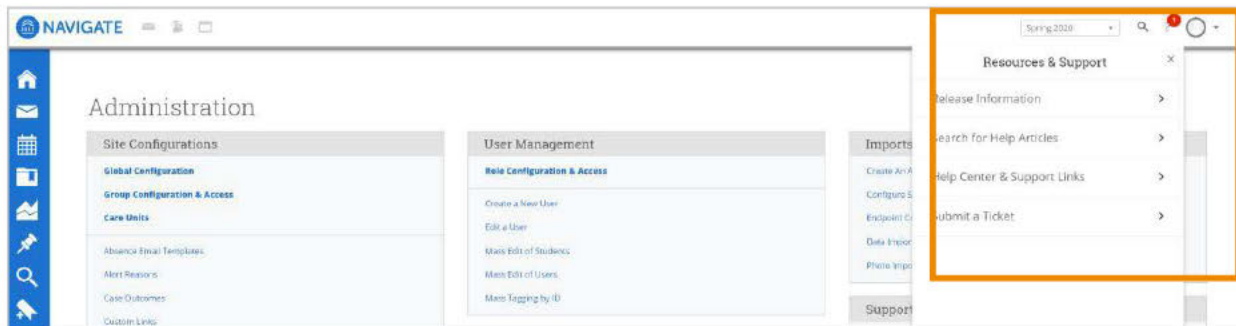
Following are a few examples of resources that can be found on the Help Center:

- **Platform Information:** Provides high-level overview of Navigate's functionality to demonstrate common use cases, including a Feature Index and a collection of Actions and Workflows

- **Product Updates:** Organizes release notes for each feature of Navigate as well as Cross-Platform Announcements not related to any particular release

- **Site Administration:** Gives technical and functional guidance around the use of Navigate, including Setup & Maintenance guides for each module, Technical Resources for Application Administrators and IT staff, a Data Dictionary, and API Documentation

- **Strategic Resources:** A wealth of reference material to equip advisors and institutional leadership to maximize their use of Navigate, including infographics that clearly visualize Navigate's best practices, toolkits and guides to support your strategic use of the tool, student promotional materials to help grow student adoption, and collections of webinars, training resources, and case studies

This documentation is updated as needed. For new functionality, full user documentation is added as new articles. We provide clear and concise user scenarios to help users understand new workflows for training purposes and to boost utilization. If this documentation does not resolve the issue, Navigate users may submit their questions to our Partner Support Team through the Help Center.

For IT Support Issues

Because Navigate is a hosted solution and not an installed solution, we provide only necessary back-end documentation for IT support issues. This includes:

- **For site administrators:** Guides on configuring the application, setting up roles and permissions, workflow, and all associated functionality. Documentation and training videos are available in our online Help Center

- **For IT staff:** Guides on SIS data transfer and API documentation

4. **Respondent's proposed system must be able to integrate with the university's single sign-on systems (e.g., Active Directory), ideally using SAML protocol. Respondent's proposed system must support role-based access. It must also easily integrate with the university's student information system (currently Peoplesoft Campus Solutions).**

As FSU's existing Student Success Management System, Navigate (Campus Connect) is a cloud-based system that integrates with FSU's SSO systems and PeopleSoft SIS, including support for role-based access, as outlined here.

Single Sign-On

Our solution supports single sign-on with LDAP, CAS, and SAML 2.0 (preferred). Furthermore, as a browser-based solution, we use HTTPS to secure client connections for all communication during the authentication flow. Navigate acts as an authentication "Service Provider" (SP) and integrates with partner-owned "Identity Provider" (IdP) technologies to enable the school's SSO provider to authenticate the user. Navigate can integrate with any IdP that also supports one of our supported protocols, including but not limited to Shibboleth, ADFS, and Azure. In order to authorize user access, a local application permission model is followed for user and group configurations.

EAB is a partner of the InCommon Federation.

Roles Overview

Navigate uses role-based security to permit or limit access to data in the system by different user types. FSU can create as many roles as needed for users in different roles, such as Location Administrator, Student Front Desk Staff, Faculty, or Tutor. Then, using 220+ discrete permissions, FSU can grant or limit access to the system for users in different roles. This includes areas such as data and screen access, reading and creating advising meeting notes, and viewing reports and analytics. For example, FSU could choose to permission Career Services Advisors with access to student academic data (e.g., GPA, transcripts, etc.), while Career Services Front Desk Staff may be able to see only high-level profile information (e.g., Name, Class Year, etc.). Permissions can also be set at the level of the Care Unit.

During implementation, your Strategic Leader will help establish roles and permissions, and afterward FSU's Application Administrator can adjust, create, update, and remove roles as needed.
Administrators can create, update, and remove roles, and they can export an audit report of roles and permissions at any time. Users can be added to roles via the nightly data load process or can be manually assigned a role. As needed, permissions can also be changed or refined at the individual user level. Audit logs are available upon request.

5. **In its technical proposal, Respondent must describe the test system(s) for testing system upgrades, training, and troubleshooting purposes. Additionally, Respondent must explain how the test site will be updated and maintained so that it can be used weekly by FSU for ongoing staff training needs.**

EAB provides access to a complimentary training environment that can be used pre-launch, for training sessions, and before any major software release. This environment uses institution data, but with nonworking email addresses so it can be used without impact on students.

Post-implementation it is not updated on a nightly basis. Data updates are made on an as-needed basis for training and testing, in communication with FSU for ongoing staff training needs.

6. **Training on Respondent's proposed advising system must be provided for FSU technical personnel, initial system users and system trainers ("train the trainer"). FSU personnel will train other administrators and other users after the initial phase. In its technical proposal, Respondent must provide a detailed Training Approach which describes how the Respondent will train the University staff to use and maintain its proposed advising system. In its technical proposal, Respondent must include, but is not limited to, training location (on-site, off-site, or virtual), class size, length of training, training documentation, training follow-up plan, remote training, web-based training, etc., as applicable.**

From the initial phases of Navigate implementation and throughout our partnership, training on Navigate has been provided for FSU technical personnel, system users, and system trainers. A growing number of University staff have advanced knowledge of Navigate, and the system **enjoys wide utilization as Campus Connect**.

An overview of our ongoing training approach follows.

Ongoing Training

Your EAB partnership includes an annual strategic onsite through the lifetime of our partnership. Our unique, all-inclusive service model also allows EAB to provide ongoing virtual training as requested by FSU to ensure that our experts are available to meet your training goals.

Furthermore, EAB facilitates numerous activities to ensure that FSU is best positioned to maximize value from Navigate and advance your student success efforts. We host webinars whose topics range from highlighting specific product features to activating best practices uncovered by EAB research with the platform. FSU will continue to have access to a library of 360+ continuously updated student success best practices and numerous peer-networking opportunities, including a national student success summit and a virtual user community. FSU's Strategic Leader helps facilitate access to these resources.

Strategic Leaders can also provide additional training to enhance your end-users' interaction with the platform, including:

- Using Advisor Workflow Tools: Mass Communications, Campaigns, Worklists, and More
- Introduction to Reports and Actionable Insights
- Process Mapping: How Navigate Fits into Your Process
- Communications Strategies to Engage Your Students

Technical staff and system-wide leadership may also receive targeted training on topics such as advanced reporting, account provisioning, security, and audit tracking.

All costs associated with training are included with (and are a critical piece of) our Annual Partnership Fee detailed in EAB's Cost Proposal.

Train the Trainer

To ensure prolonged success and ready access to expert-level insight, your Strategic Leader has trained a group of "super-users" based at FSU to become in-house points of contact with the knowledge and resources to provide training on an ad hoc basis (for example, when new advisors or faculty join your ranks and miss a training session led by an EAB Strategic Leader). Ongoing virtual training sessions geared toward super-users will be available to walk you and your team through recent upgrades and enhancements in the platform. The benefits of having this on-campus training team are numerous:

- Develop a sustainable foundation of platform expertise within your advising ranks.

- Increase training frequency and flexibility to train more users.

- Enable short, modular trainings to accommodate users' busy schedules and learning styles.

- Bring deep institutional knowledge into training for stronger and faster adoption.

- Drive cultural change across campus to promote student success.

- Create a valuable feedback loop, making recommendations for site configuration needs or updates and collecting feedback from end-users for training or resource needs.

Training on Smart Guidance

Should FSU elect to add Navigate's Smart Guidance module to your Navigate partnership, EAB will staff a full implementation team to support effective launch and adoption of the enhanced student engagement tools included with Smart Guidance. EAB will train designated staff on using the Content Administration Tool to maximize utility of student-facing tools and to build academic plan templates. These training engagements include:

- Goal-setting conversations

- Promotion and communication planning

- Academic planning workflow workshops

- Demonstrations of the new module for staff and stakeholders

- Training for administrators and staff users

7. **Respondent must describe what application support and expertise is provided after initial setup of the system, including regular trainings or meetings, frequency of anticipated patches or upgrades, help desk support functions, and any related costs – all of which must be reflected in the overall proposal price. At a minimum, Respondent's proposed system must have help desk support hours Monday through Friday (excluding holidays) from 8:00AM-5:00PM EST.**

All costs associated with the application support and expertise noted in our response to this prompt are included with (and are critical pieces of) our Annual Partnership Fee detailed in EAB's Cost Proposal.

Application Administrator and Technical Staff Training

During our initial implementation, EAB provided comprehensive training to FSU's appointed Application Administrator to train them on testing configurations and triaging issues post-launch. They have access to extensive knowledge resources such as our App Admin programming, which is provided by our Partner Support Team. This includes (but is not limited to) App Admin Office Hours, Navigate Feature Intensives, Release Webinars, and more.

Technical staff and system-wide leadership have received and may continue to receive targeted training on topics such as advanced reporting, account provisioning, security, and audit tracking.

Patch/Upgrade Frequency

Updates to Navigate are typically initiated on a quarterly schedule and are included in the annual partnership. Additional minor releases to improve the software performance occur approximately every 4 to 6 weeks. These are handled by EAB and are largely effortless for FSU. As a SaaS solution, updates are pushed out to all partners at the same time as part of regular maintenance, typically during off-peak hours to minimize the possibility of any service disruption. Our Engineering and Development teams coordinate release and update rollout to ensure alignment.

Customer Support

Customer support is provided by your Strategic Leader or our Partner Support Team (PST). Support tickets may be submitted via email, within the Navigate platform, or through a Live Chat feature, which your Application Administrator can use to connect directly to a PST member. The Strategic Leader or Partner Support Team will address the issue or escalate it to the appropriate Product Management/Development teams and manage it through to resolution. Support tickets with updates and statuses are visible through the online Help Center in Navigate. **EAB provides 24/7 platform support** through the following means:

- **Business Hours:** EAB provides customer support via email or the platform from 8:30 a.m. to 6:30 p.m. (and Live Chat from 9:00 a.m. to 5:00 p.m.) EST Monday through Friday, excluding company holidays.

- **After Hours:** EAB provides emergency and basic tier-one access support services via email or the platform outside of normal business hours from 6:30 p.m. to 8:30 a.m. EST Monday through Friday, Saturday, Sunday, and on company holidays.

The following table outlines our issue response and resolution process:

Issue Type	Description	Acknowledgement Time	Resolution Time
Standard Issue	General how-to inquiries, system enhancements, account creation/removal, application functionality affecting a single user, etc.	Within one business day	Determined by nature of issue, typically within several hours
Critical Issue	All users unable to successfully log in, data not populating, time- and mission-critical system issues, etc.	Within one business hour	Our goal is to resolve concerns (or mitigate the impact) in the shortest possible time, typically one business day. Issues are escalated to EAB's VP of Engineering and worked to resolution.

Please find a copy of Navigate's Service Level Agreement (SLA) included as Exhibit C in EAB's separately submitted file (Proprietary or Confidential Information).

8.   **The Respondent's proposed advising system must be setup, accessible and ready for use, with trained FSU support personnel by June 30, 2023. In its technical proposal, Respondent must explain its implementation plan to meet this timeline. In its technical proposal, Respondent must describe implementation services and recommended project plan for solution and include an implementation timetable. In its technical proposal, Respondent must describe the staffing levels and time allocated to the project; identify any FSU staffing assumptions. In its technical proposal, Respondent must describe any technical support required from FSU.**

Navigate Strategic Care and Intelligence Are Fully Implemented at FSU Today

As FSU's incumbent Student Success Management System, Navigate is set up, accessible, and in active use **today**. The core Strategic Care and Intelligence components of Navigate are fully implemented and configured to FSU's unique requirements today, and the implementation timeline and resource requirements for these components of Navigate are **zero**. FSU personnel are already trained and actively using the system.

The only implementation and training requirements of our proposal are for Smart Guidance implementation. In addition to your current Strategic Leader, FSU will be assigned a Business Analyst to manage the technical implementation process.

Smart Guidance Implementation Process

Standard Smart Guidance implementation requires 24 weeks once EAB gains access to FSU's data, meaning that as long as this access is secured by January 1, 2023, EAB can affirm that we project FSU support personnel will be trained and using the additional Smart Guidance components of Navigate well in advance of June 30, 2023. We estimate an additional four to eight weeks to build content (e.g., automated messaging) for the student-facing application. Typical deployments include the phased rollout of functionality, beginning with the student-facing Navigate mobile application (typically deployed during orientation), followed by simultaneous rollout of the Academic Planning tools and the staff interface a few weeks into the term, and concluding with registration functionality just before the registration period. Rollout, however, is highly institution-specific. We will build a plan that meets your needs.

Smart Guidance Deployment Project Plan
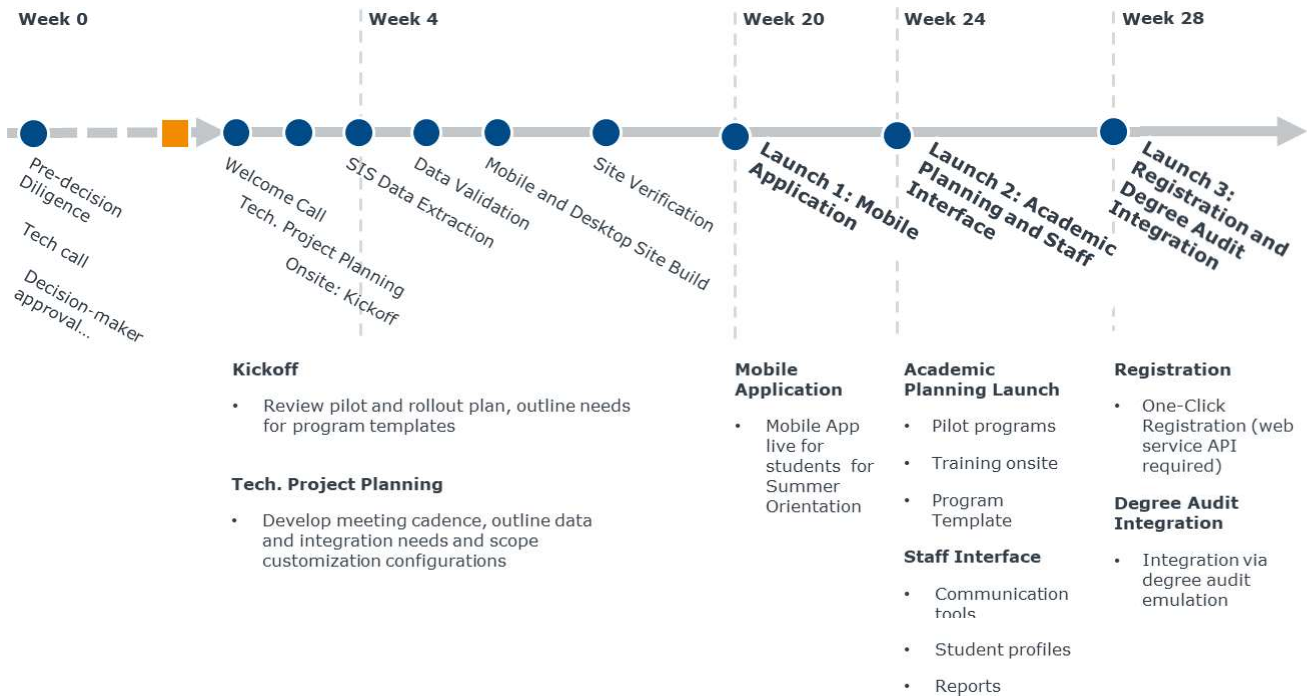
Smart Guidance Deployment Detail

- **Integration:** EAB will work with FSU to secure a centralized extract from your PeopleSoft SIS and configure the system. We have developed a data integration approach that simplifies the data extraction requirements from your PeopleSoft SIS. In most cases, we can work directly with table replicas from your SIS and handle all necessary transformations at EAB. Your assigned Business Analyst will map data files, build and validate institutional sites, and manage all processes to integrate your PeopleSoft SIS with Navigate, including establishing and automating nightly data feeds. The Business Analyst will also work with your teams to integrate Smart Guidance with your SIS-provided web-service APIs for real-time scheduling and registration and, should FSU pursue degree audit integration, if applicable we will work with you to determine feasibility given available PeopleSoft APIs for progress-to-degree information in Navigate.

- **Academic Program Guides (Academic Plans):** Course and student records are sourced from your PeopleSoft SIS. FSU will create academic plan templates in Navigate's Content Administration Tool (CAT). EAB will provide training, and FSU can begin this once program and course files have been sent and uploaded. Please note that this step (academic plan creation) is optional. Navigate can be used in conjunction with a course catalog for schools that desire a quicker or lower-effort rollout.

- **Milestones:** FSU will also use the CAT to configure the standard milestones, alerts, and notifications sent to students through the Navigate mobile application to meet institutional requirements.

- **Train Staff:** EAB will train designated staff on promoting mobile application adoption and using the Content Administration Tool to build custom milestones for targeted student populations that integrate research-based best practices for nudging students to success.

- **Direct-to-Student Digital Promotion:** In developing Navigate's enhanced student engagement capabilities, we put considerable time and effort into understanding the best ways to enhance student adoption of the Navigate web and mobile applications. Our direct-to-student digital promotion strategy provides a tailored email outreach program to drive utilization of the Navigate Student application and spur impactful outcomes for students. While robust behavior-based digital promotion campaigns are run at a cost of $5,000–7,000 at most agencies, EAB is happy to offer our student digital promotion campaigns **at no additional cost** as part of your partnership. We want our partners to know they have the support they need to deliver better student outcomes year after year.

- **Stewarding Rollout:** Students are able to download the Navigate mobile application from a device's app store. Students accessing Navigate via mobile browser will be notified that there is an app version available for download to encourage adoption. EAB will share strategies and resources to help FSU build a plan for promoting Navigate with students to boost adoption. Following is an overview of sample resources:

Communicating to Staff
- Educational materials and training plans
- Communication toolkit
- Best practice webinars
- Coordinated care planning resources

Promoting to Students
- Promotional materials and templates
- Orientation teaser video
- EAB-run email campaigns
- Social media tiles and guidelines

FSU Staffing Assumptions

EAB will perform all of the heavy lifting of the Smart Guidance implementation. As Navigate is already implemented and in use across campus, many of the FSU staff who would participate in an implementation of Navigate's Smart Guidance are already well versed in the platform, and their current roles with Navigate (Campus Connect) may be extended to ease Smart Guidance implementation. Change is best led from the inside, and best practices indicate that student success technology implementation is most effective with the involvement of college leaders in the following roles:

- **Program Sponsor:** Overall program and organizational champion who ensures support of the initiatives and holds team accountable. We anticipate a time commitment of one hour every two months for this role during implementation and up to one hour once a calendar quarter following implementation.

- **Program Owner:** Primary point of contact between FSU and EAB team; involved in project planning and oversight of day-to-day operations. We anticipate a time commitment of four hours a month for this role during implementation; however, this is dependent on other student success responsibilities within this individual's purview. Following implementation, we anticipate a time commitment of one hour per month.

- **Application Administrator:** Primary owner of user activation, roles, permissions, and configurations; triages end-user support and focuses on end-user experience. We anticipate a time commitment of two hours a week for this role outside of other student success technology and training support responsibilities typically assigned to this role. Following implementation, we estimate a time commitment of two to three hours per week, or 5% of an FTE.

- **Technical Team:** This team leads the overall effort to ensure initial configuration, data extraction, data transfer, and ongoing maintenance go smoothly. The team is composed of the following roles: *Technology Leader, Extract Programmer,* and *Business Process Expert.* As the core Strategic Care and Intelligence components of Navigate are fully implemented at FSU, the time spend required of the Technical Leader, Extract Programmer, and Business Process Expert are estimated to range from one to three hours per quarter. Please note that if FSU uses our complimentary Data Integration Service, the time required by FSU technical staff would be **reduced by up to 85%.**

- **Engagement Teams:** This team brings together critical stakeholders to execute on the implementation and student success strategy. We anticipate a time commitment of one hour per week during the launch phase (final two months) of implementation.

- **Template Team:** Should FSU choose to build institution-specific plan templates, we recommend assembling a team consisting of four to six department chairs, advisors, application administrators, and other business process and other program planning experts. They will need to build plan templates in Navigate's CAT. We estimate a time commitment of three to four hours a week across implementation to complete template building.

9. **Respondent's proposed system must be capable of at least 150 unique locations for academic units or centers to maintain individualized preferences and/or settings across multiple time zones. Any limit on the number of locations FSU may create in the contractual arrangement must be stated in the Respondent's materials and contract.**

Navigate broadly supports these types of individualized preferences and settings through configuration of Coordinated Care Units, which today have been broadly configured with FSU already. There is no limit to the number of unique locations available for FSU to configure in Navigate, and EAB can assist FSU in assessing how best to support the Republic of Panama campus.[1].

Coordinated Care Units connect campus-wide student support groups through observational early alerts, referrals, case management, closed-loop reporting, and centralized interaction records, such as notes, documents, and scaled communication. FSU may establish any campus support office as its own Coordinated

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[1] *To the extent applicable and detailed in EAB's Master Agreement.*

Care Unit, providing each with the ability to configure unique workflows, appointment-scheduling, roles, user permissions, and more.

Should FSU opt to include graduate students in your renewed partnership, the University will be able to accommodate the diverse program designs of your adult-serving programs through this type of configuration.

SAMPLE ROLES	✓ OUR APPROACH	BENEFITS TO STUDENT SERVICES
Tutoring Center Career Services Financial Aid Mental Health	• Compile, share, and view student interactions • Identify challenges, and request support for students • Minimize rote tasks, and streamline calendar and workflow • Engage with individual and groups of students through email, text, or click-to-call directly through the platform	• Provide individualized outreach and communication • Allow students and staff to easily schedule appointments • Determine staffing and resource needs • Initiate cases, send kudos and alerts

FSU can define the specific services provided by each Coordinated Care Unit, locations available for scheduling, and other workflow and communication settings that connect students with the best-suited office.
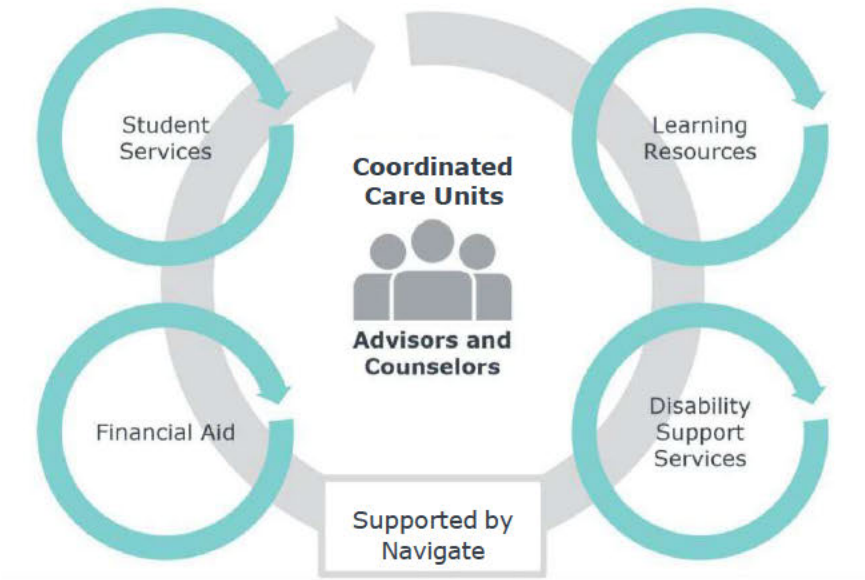
10. Respondent's proposed system must allow students to select their specific college(s) and/or advisor(s) to schedule appointments based on a major or other data element (e.g., student group) in the SIS.

With Navigate's newly redesigned scheduling interface, students can proactively request appointments via the mobile application or the desktop interface based on major or other data element(s) in the SIS, as configured with FSU. For example, FSU can decide to limit appointments at specific locations to only students who fall under particular Categories as denoted in the SIS, and FSU has configured Categories such as Admit Term, Campus, and Veteran Status. Navigate will allow FSU to consistently and proactively remind students that support is always available through various points of entry into the appointment-scheduling workflow, including the Appointments or Resources tabs of the student dashboard, from staff-specific Personal Availability Links, or from appointment requests within staff communications.

Students are brought to the same scheduling workflow regardless of the entry point they choose. As part of our appointment-scheduling redesign, we studied consumer-centric scheduling experiences across industries (e.g., airlines, hotels, restaurants) and modeled our approach after those best practices bringing students the best in modern web scheduling, wrapped up in an easy-to-use, student-led interface.

With other tools in the market, students must choose from a list of staff or services, and if they do not know which to choose, they are stuck. With Navigate, students find the appointment at the right time based on any combination of the following scheduling parameters and filters:

- Appointment and service types (e.g., "Advising" and "Choosing Major"), which help guide students to the best office and available staff for the service they are looking for

- Specific date or time, location, or staff member if they already know exactly whom they want to meet with

- Appointments with their assigned Success Team members

- Drop-in or walk-in times
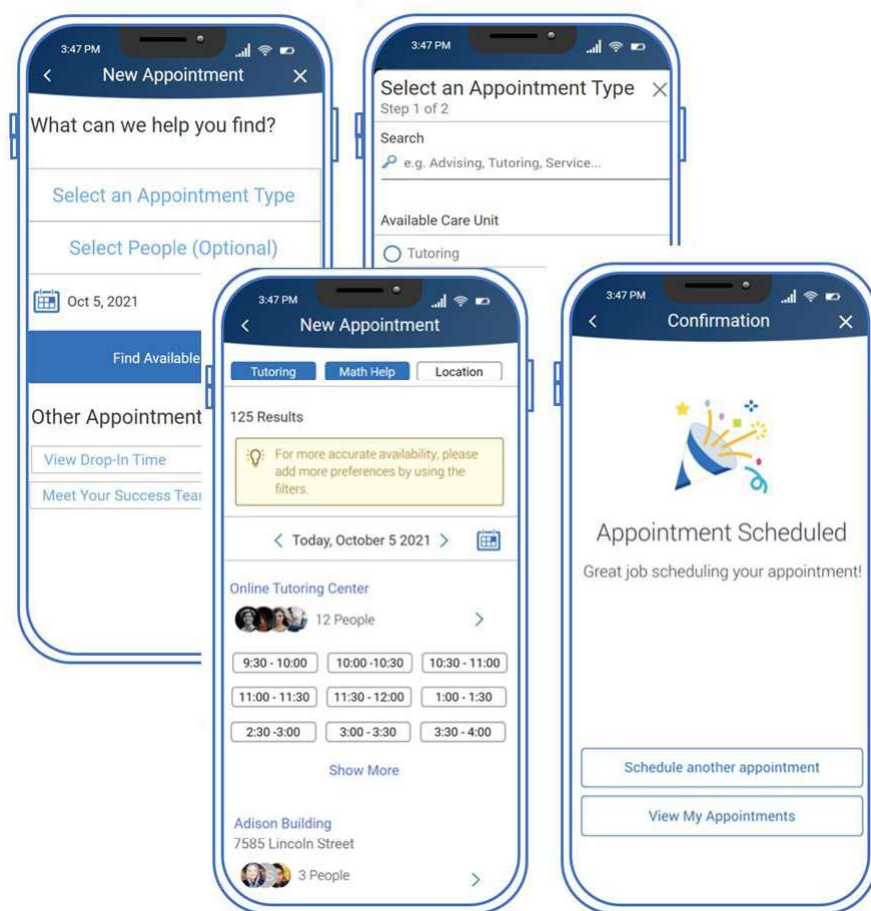
11. Respondent's proposed system must be capable of unique profiles or user identities for students and staff members that can be customized and stacked for students who are employed at FSU. Any limit on the number of student or staff users in the contractual arrangement must be stated in the Respondent's materials and contract – along with clarification on how users with both student and staff profiles or roles are counted. In its technical proposal, Respondent must explain if and how its proposed system archives the records of those students who have graduated.

Confirmed. Navigate staff with multiple roles or students who are also employed by FSU may switch between views by selecting their preferred view from the drop-down from their Staff Home. This benefit of Navigate adds even more value for partners who elect to include graduate and adult learners in their partnership, as many

partners have a significant number of adult students who also serve in staff or faculty roles whereby this functionality becomes essential for a seamless user experience.

Unlimited Number of Users

Furthermore, there are no limits on the number of number of staff users as Navigate is provided on an enterprise basis. There are not hard limits on the number of student users in Navigate, and the platform is designed for scale. Details of the all-inclusive partnership model and enrollment assumptions may be found in EAB's Price Proposal.

Graduated Student Records

We currently do not delete any partner data, unless a partner decides to terminate/drop their partnership, in which case the data is kept for 90 days.
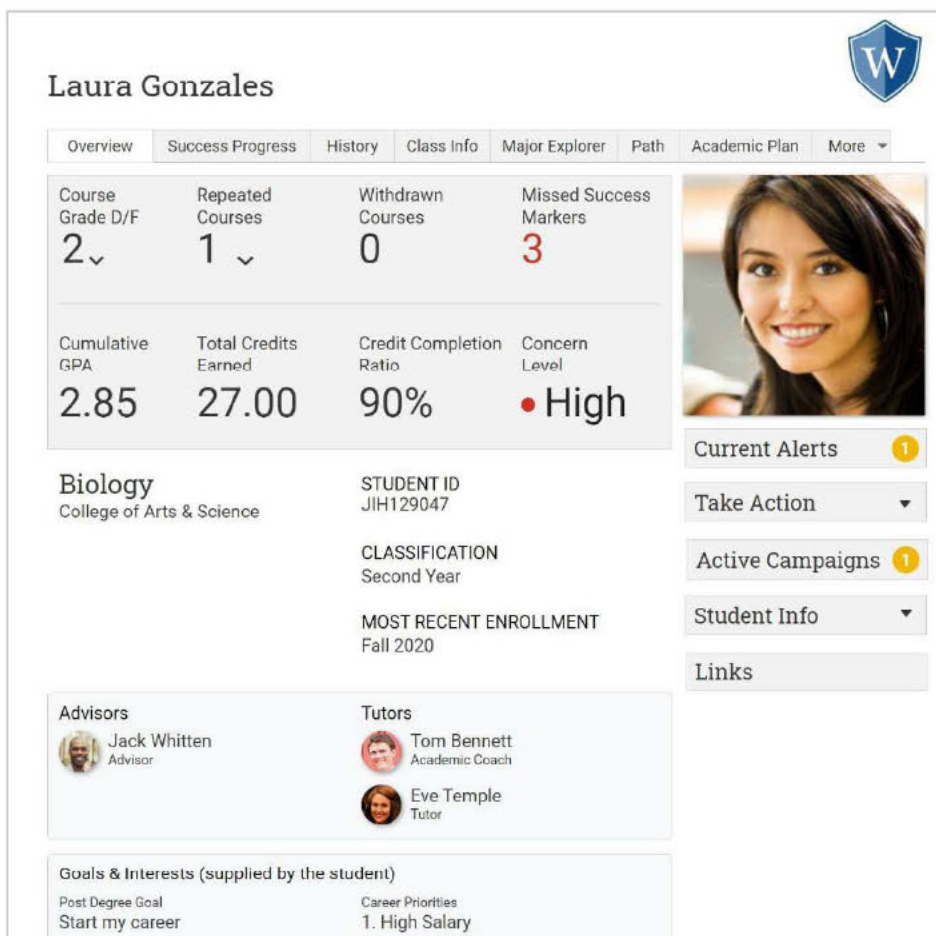
b. Essential Requirements

Student Profile: Respondent's proposed system must depict a student profile with key academic information pulled from the SIS and additional information entered by users based on appropriate permissions. This includes but is not limited to the following:

1. **Student academic data including preferred name, major, academic level, EMPLID, alternate (FSU Card) ID, multiple GPAs, contact information, and related student groups or categories to which they are assigned in our SIS.**

Confirmed. FSU faculty and staff expect more than the generic "customer" information a CRM can display, and that is why Navigate provides a Smart Student Profile for each student—a consolidated, 360-degree view that incorporates data from your PeopleSoft SIS, LMS, and system-generated data and highlights the most relevant and actionable details of a student's progress, such as GPA, major, alerts, and more for easy reference. The Smart Student Profile can also display concern-level data from Navigate's predictive model.

The Smart Student Profile also includes expandable tabs that can reveal a wealth of information about the student. Staff can view a historical log of meeting and advising activities, predictive concern factors, current and completed courses, academic plans, and detailed notes from cross-institutional sources.

"The Smart Student Profile has dramatically changed the way we do advising. Previously we were just pushing paper. Now we can talk about your history and your chances for success, and that's *really* powerful. Previously we were advising based primarily on gut instinct. It made students really mad when we told them that we just didn't think that they were going to be successful, but didn't have the data to back it up. Now we have all the data to give them an objective sense of where they are, and what they can do to improve. The conversation has changed dramatically."

-Director of Advising

2. **Ability to search for the student by name, EMPLID (primary student identifier), or FSUID (login).**

Confirmed. FSU is able to search by name or ID through Navigate's Advanced Search feature.

3. **Ability to enter electronic notes (individually or mass assign) that pertain a specific student. These notes should have the option to be viewed by other advisors or locked to the specific advisor based on the security role.**

Confirmed. A centralized, free-form Notes feature allows any Navigate user with the appropriate permissions to add and view notes saved directly to the student's profile for virtually any purpose. Notes are viewable on the Student Profile and "follow" students as they interact with different departments at FSU, allowing campus stakeholders to add details of their interactions with the student to the note. Staff can add notes individually or to multiple student records at the same time.

Staff can create either free-form notes or Appointment Summary Reports. Free-form notes include institution-configurable reasons and optional attachments, while Appointment Summary Reports are built from a

configurable form and include additional privacy features. Notes are keyword-searchable and support rich text

and two-way integration via API with other systems. Notes can be shared with students. Notes also complement the case management feature. Following are the features of Notes: Subject, Configurable Note Reasons, Keyword Searchable, and Attachments.

4. **Ability to enter electronic reports (individually or mass assign) that pertain a specific student. These notes should have the option to be viewed by other advisors based on security role.**

Confirmed. As mentioned in the previous question, a centralized, free-form Notes feature allows any Navigate user with the appropriate permissions to add and view notes saved directly to the student's profile for virtually any purpose. Notes are viewable on the Student Profile and "follow" students as they interact with different departments at FSU, allowing campus stakeholders to add details of their interactions with the student to the note. Staff can add notes individually or to multiple student records at the same time.

Staff can create either free-form notes or Appointment Summary Reports. Free-form notes include institution-configurable reasons and optional attachments, while Appointment Summary Reports are built from a configurable form and include additional privacy features. Notes are keyword-searchable and support rich text and two-way integration via API with other systems. Notes can be shared with students. Notes also complement the case management feature. Following are the features of Notes: Subject, Configurable Note Reasons, Keyword Searchable, and Attachments.

5. **Ability to upload and post documents/attachments to student records that can be viewed by the student and advisors based on security role.**

Confirmed. Both free-form notes and Appointment Summary Reports allow FSU to attach documents to student records with role-based access as needed.

6. **History of courses taken and grades earned by term, including transfer credit applied to the student transcript.**

Confirmed. The Class Info tab of the Smart Student Profile provides a convenient snapshot of the student's activity in the current term. "Classes This Term" shows all enrolled classes, instructor, day and time, midterm and final grades, and attendance (if recorded). "Assignments This Term" shows assignments from the LMS and those that are administered through Navigate.

Advisors can also access an easily scannable view of the student's transcript ("All Terms" pictured on the next page, at right), including courses, credits, and grades by term and term highlights (credits, credit completion %, term GPA, cumulative GPA, and academic standing), as well as high school and pre-college information, such as ACT score and high school GPA.

7. Depiction of key pre-college data and test scores (ACT, SAT, ALEKS math placement, etc.).

Confirmed. The Class Info tab of the Smart Student Profile provides a convenient snapshot of the student's activity in the current term, as well as high school and pre-college information, such as ACT score and high school GPA.

8. History of all activity performed by the student and advisor, including visits to tutoring and academic support centers.

Confirmed. Navigate will automatically capture a record of every interaction that a student has with different campus offices. As students attend appointments with different resources at FSU, this information is added to their Student Profile. These departments can add notes to provide additional context for the appointment. However, even if they do not, the interaction is recorded, providing FSU with visibility into the student's resource touchpoints.

In addition to viewing this data individually on the Student Profile, Navigate provides FSU with a variety of reports for recording and analyzing student usage of institutional resources.

c. Scheduling Advising Appointments

Respondent's proposed system must meet the following capabilities for scheduling advising appointments:

1. **Have the capability for the students to see available time for their advisor to schedule an appointment**

Confirmed. This Navigate capability is in widespread use at FSU today. For example, between July 1, 2021, and June 30, 2022, appointments were scheduled with **more than 34,000 individual students** at FSU, and more than 400 FSU employees have synced their calendars with Navigate (Campus Connect).

When students choose to schedule directly with their advisor or any other member of their Support Team, they will be able to view available time slots to schedule.

2. **Have a self-service entry for walk-in advising (kiosk type screen) as well as the ability for the student or advisor or front desk administrative staff member to "check in" when the student arrives for the advising appointment**

Confirmed. Students can check in for appointments through student self-service "kiosks" placed in support offices to provide additional access to appointment management or walk-ins, with no special hardware needed beyond a desktop computer, laptop, or tablet.

These kiosks can be linked to a card reader to facilitate the check-in process. Kiosk forms and interfaces for support offices will be customized and tested during Navigate initial planning and implementation.

Front Desk Interface

EAB can equip the tutoring center, advising center, and other support offices with a front desk/receptionist interface to facilitate walk-in and call-in appointment scheduling, and we have already successfully established this functionality for some tutoring and advising offices at FSU. Through this interface, a receptionist can record student check-in and check-out times, view upcoming availability, seamlessly make an appointment on the student's behalf, and show a student's position in the queue.

The front desk/receptionist interface supports many use cases:

- The receptionist can record student check-in and check-out times.

- If a student calls into a support office and would like to schedule an appointment, the receptionist can view upcoming availability and seamlessly make an appointment on the student's behalf.

- From this interface, the receptionist can inform students of the expected wait time to accommodate a walk-in appointment and make an appointment for the next available appointment window.

- Our scheduling and appointment management tools also **sync with Outlook** and give staff the option to set up **automated appointment reminders**.

3. Have the ability to customize appointment durations and other site-specific configurations based on type of advising service

Confirmed. Navigate equips FSU administrators to establish any campus department as a Care Unit, providing extensive customizations for appointments, case management, alerts, student data permissions, and more at the unit level. Appointment configurations include varying appointment types that are unique to each Care Unit and can be configured differently in both the language used to guide students through scheduling appointments and the services available to them through these departments. These configurations were designed to hardwire our partners with a campus-wide Coordinated Care Network, empowering each Care Unit with the features and data access it needs to best support student success.

Additionally, Navigate enables partners to configure extensive settings by location. When configuring locations, FSU will be able to designate which Care Units are available at that location, the services provided, and extensive appointment-scheduling configurations. For example, tutors at the Tutoring Center may allow students to view drop-in appointment times, while those at the Academic Advising Center do not.

4. Must send automatic appointment confirmations and reminders to the student via email and/or text according to student preferences

Confirmed. After scheduling an appointment, students will be taken to a confirmation page in which they can review the appointment details, add comments they would like to share, and set a reminder for the appointment via email or text message. Navigate can also be configured to send an automated email confirming that a student has successfully scheduled an appointment or that an appointment has been scheduled on their behalf.

During Guided Onboarding of Smart Guidance (included as an option), students can personalize their preferred communication modalities, as well as the opportunity to opt out of some means of communication (e.g., text). Students can change what their preferred mode of communication is at any time in their tenure.

5. Have the ability to reschedule or move an appointment with related notifications of the change sent to all parties

Confirmed. Students or staff may reschedule an appointment with notifications sent to all parties.

6. Have the capability to schedule group advising sessions (more than one student)

Confirmed. Staff can schedule group advising sessions for more than one student.

Additionally, Navigate's advanced Appointment Campaign workflow allows FSU to send appointment requests to specific student populations to achieve targeted outcomes, such as referring students with low GPAs to tutoring or initiating graduation planning for students with a certain number of credits.

Navigate's Appointment Campaign workflow takes FSU through the process of identifying students; identifying a campaign goal; setting the location, days, and personnel for campaign appointments; crafting the invitation email; and launching the campaign. We are also excited to announce the addition of nudge or "drip-style" messaging to proactively encourage students who have yet to schedule appointments to do so. (This functionality is currently in development.)

Students receive the appointment invitation via email or text, which prompts them to schedule an appointment with a specified office or department and includes a link to Navigate's two-way appointment-scheduling workflow.

Once a Campaign has launched, the workflow provides charts and reports to monitor campaign progress, including click-to-open rates, students who have not made appointments yet, and appointment attendance rates. Appointment Campaigns can also be initiated as an action from Navigate's search and reporting features. Appointment Campaigns incorporate nudge technology along with click, open, and click-to-open metrics.

EAB has developed a comprehensive guide for using Appointment Campaigns to achieve specific institutional objectives, and your Strategic Leader will help identify the best opportunities to use Appointment Campaigns.

7. Have the capability to link user appointments to FSU's Microsoft Office 365 calendaring system

Confirmed. FSU will leverage Navigate's ability to sync with **Microsoft Office 365**, Outlook, Exchange, and Google Mail calendars via two-way integration so that students and staff can all stay in one site without needing to utilize external links.

8. Offer the option of preventing students from scheduling appointments during classes on their current schedule

Confirmed. By default, Navigate prevents students from scheduling appointments during course times. However, there are both appointment campaign configurations and a global configuration for "scheduling over courses" to accommodate the nuances of your institution's workflows.

d. Scheduling Tutoring/Academic Support Appointments

Respondent's proposed system must meet the following capabilities for scheduling tutoring/academic support appointments:

1. **Have the capability for the students to see available time for a tutor (by related current course on the student's class schedule) to schedule an appointment**

Confirmed. FSU students can use Navigate's advanced appointment scheduling workflow to find available time for a tutor for specific courses.

2. **Permit study room reservations, equipment check-out, and track study time**

Confirmed. FSU's Strategic Leader can support the institution in configuring these types of permissions. Navigate partners have utilized the platform in similar fashions, as described in the following examples:

- **Room reservations:** A study room can be configured as a location in Navigate for students to schedule into that location. The appointment slot also can be configured to accommodate a group session.
- **Equipment check-out:** Using Navigate's kiosk and "record a visit" or "track time" functionality alongside our card swipe technology, a service (for equipment checkout) can be configured at a particular location. Students scan their ID into the Kiosk and Select the Equipment Checkout service to log the activity.
- **Track study time:** Using the Track Time Service configuration, for example, an institution can set up students to have a required number of study hall hours per week. The student can swipe in and track time, which allocates time toward study hall hours. Navigate has Study Hall reports that can be pulled daily, weekly, and monthly to see individual or groups of students' progress toward completing their required study hall hours.

3. **Have a self-service entry for walk-in tutoring (kiosk type screen) as well as the ability for the student or tutor or front desk worker to "check in" when the student arrives for the tutoring appointment**

Confirmed. Navigate connects FSU resources through a Coordinated Care Network, and students can "check in" for appointments through student self-service "kiosks" placed in support offices to provide additional access to appointment management or walk-ins, with no special hardware needed, as noted previously.

These kiosks can be linked to a card reader to facilitate the check-in process. Kiosk forms and interfaces for support offices will be customized and tested during Navigate initial planning and implementation.

Front Desk Interface

EAB can equip the tutoring center, advising center, and other support offices with a front desk/receptionist interface to facilitate walk-in and call-in appointment scheduling, and we have already successfully established this functionality for some tutoring and advising offices at FSU. Through this interface, a receptionist can record student check-in and check-out times, view upcoming availability, seamlessly make an appointment on the student's behalf, and show a student's position in the queue.

The front desk/receptionist interface supports many use cases:

- The receptionist can record student check-in and check-out times.
- If a student calls into a support office and would like to schedule an appointment, the receptionist can view upcoming availability and seamlessly make an appointment on the student's behalf.
- From this interface, the receptionist can inform students of the expected wait time to accommodate a walk-in appointment and make an appointment for the next available appointment window.
- Our scheduling and appointment management tools also **sync with Outlook** and give staff the option to set up **automated appointment reminders**.

4. Have the ability to customize appointment durations and other site-specific configurations based on type of tutoring service

Confirmed. FSU already leverages Navigate's many appointment-scheduling configurations to customize the appointment experience for students and staff based on the type(s) of tutoring service.

Navigate equips FSU administrators to establish any campus department as a Care Unit, providing extensive customizations for appointments, case management, alerts, student data permissions, and more at the unit level. Appointment configurations include varying appointment types that are unique to each Care Unit and can be configured differently in both the language used to guide students through scheduling appointments and the services available to them through these departments. These configurations were designed to hardwire our partners with a campus-wide Coordinated Care Network, empowering each Care Unit with the features and data access it needs to best support student success.

Additionally, Navigate enables partners to configure extensive settings by location. When configuring locations, FSU will be able to designate which Care Units are available at that location, the services provided, and extensive appointment-scheduling configurations. For example, tutors at the Tutoring Center may allow students to view drop-in appointment times, while those at the Academic Advising Center do not.

5. Must send automatic appointment confirmations and reminders to the student via email and/or text according to student preferences

Confirmed. FSU can leverage Navigate's many appointment-scheduling configurations to automate appointment confirmation messages and reminders according to student preferences.

After scheduling an appointment, students will be taken to a confirmation page in which they can review the appointment details, add comments they would like to share, and set a reminder for the appointment via email or text message. Navigate can also be configured to send an automated email confirming that a student has successfully scheduled an appointment or that an appointment has been scheduled on their behalf.

During Guided Onboarding of Smart Guidance (included as an option), students can personalize their preferred communication modalities, as well as the opportunity to opt out of some means of communication (e.g., text). Students can change what their preferred mode of communication is at any time in their tenure.

6. Must have the ability to reschedule or move an appointment with related notifications of the change sent to all parties

Confirmed. As previously mentioned, Navigate provides these abilities to FSU today. In the event an appointment needs to be rescheduled or moved, notifications with the new appointment information can be configured to be sent to all relevant parties. FSU can leverage Navigate's many appointment-scheduling configurations to automate appointment confirmation messages and reminders according to student preferences.

7. Have the capability to schedule group tutoring sessions (more than one student)

Confirmed. As previously mentioned, Navigate currently provides this capability to FSU, and staff can schedule group advising sessions for more than one student.

Additionally, Navigate's advanced Appointment Campaign workflow allows FSU to send appointment requests to specific student populations to achieve targeted outcomes, such as referring students with low GPAs to tutoring or initiating graduation planning for students with a certain number of credits.

Navigate's Appointment Campaign workflow takes FSU through the process of identifying students; identifying a campaign goal; setting the location, days, and personnel for campaign appointments; crafting the invitation email; and launching the campaign. We are also excited to announce the addition of nudge or "drip-style" messaging to proactively encourage students who have yet to schedule appointments to do so. (This functionality is currently in development.)

Students receive the appointment invitation via email or text, which prompts them to schedule an appointment with a specified office or department and includes a link to Navigate's two-way appointment-scheduling workflow.

Once a Campaign has launched, the workflow provides charts and reports to monitor campaign progress, including click-to-open rates, students who have not made appointments yet, and appointment attendance rates. Appointment Campaigns can also be initiated as an action from Navigate's search and reporting features. Appointment Campaigns incorporate nudge technology along with click, open, and click-to-open metrics.

EAB has developed a comprehensive guide for using Appointment Campaigns to achieve specific institutional objectives, and your Strategic Leader will help identify the best opportunities to use Appointment Campaigns.

8. **Have the capability to link user appointments to FSU's Microsoft Office 365 calendaring system**

Confirmed. FSU will leverage Navigate's ability to sync with **Microsoft Office 365**, Outlook, Exchange, and Google Mail calendars via two-way integration so that students and staff can stay all in one site without needing to utilize external links.

9. **Offer the option of preventing students from scheduling appointments during classes on their current schedule**

Confirmed. By default, Navigate prevents students from scheduling during course times. However, there are appointment campaign configurations and a global configuration for "scheduling over courses."

e. Communications

Respondent's proposed system should have the capability to:

1. Search for students based on SIS data elements

Confirmed. With Navigate's Advanced Search, FSU can search for students based on a wide range of SIS data elements.

Advanced Search is a highly useful ad hoc reporting tool that allows users to identify lists of students based on a near limitless set of criteria. Users can combine more than 40 discrete Advanced Search filters—including custom, user-defined Tags and SIS-imported Categories—to create custom lists of students. Advanced Search can be used to access data from multiple sources, including the SIS, LMS, and data entered natively into Navigate.

Moreover, Advanced Searches can be preserved for later use. Users can save the search results as a Student List, providing a static report of specific individuals. Student Lists are useful for ongoing monitoring, ease of outreach, or progress comparison with other student cohorts. Additionally, any combination of Advanced Search criteria can be saved as a Saved Search, a custom reporting feature that delivers dynamic results over time.

Some of the filtering categories available within Advanced Search include:

- Student Information (Name, Demographics, etc.)
- Area of Study
- Academic Performance
- Advisor Assignment

- Enrollment Status and History
- Academic Plan (for partners with Academic Planning)
- Success Indicators (e.g., Predictive Score)

By combining filters, staff can easily find and reach cohorts of students not previously defined. Furthermore, an embedded list of actions included with your search results allows for seamless outreach at scale. Actions include sending a message, scheduling appointment, initiating appointment campaign, adding a note to the Student Profile, creating a custom Tag, and more.

Advanced Search results are also exportable to PDF and CSV for further analysis.

2. Create/maintain student contact lists on the basis of search

Confirmed. FSU can identify specific groups of students of concern by using 40+ search criteria, including the

predictive score developed as part of FSU's custom predictive model engineered by EAB.

FSU can use Advanced Search to generate a list of all transfer students or nontraditional students (including veterans or first-generation students if these categories are tracked by your SIS) and narrow this search using additional search criteria. FSU can also use Advanced Search to identify all students in good academic standing who have not yet registered for the next semester. Searches can be saved as "Student Lists" or "Saved Searches" to keep a running list of all students demonstrating certain characteristics, and Navigate can save a list of specific students whom FSU would like to monitor.

3. Send individual or group communications to students via both email and text based on user security role

Confirmed. Navigate provides a multimodal communication platform, many elements of which are in use across FSU today. For example, between July 1, 2021, and June 30, 2022, FSU utilized Navigate to send **more than 763,000 communications** to individuals or groups, including **more than 81,000 text messages**.

Staff with the appropriate permissions create and automate campaign workflows and engage in two-way conversations with individual students at scale. Campaign targeting and segmentation use a wide range of data, including student characteristics, student activity, survey responses, and data from your SIS, LMS, and other third-party systems.

Communications reach students via **email**, **SMS text**, and—with Smart Guidance—**mobile push notifications**. Through bi-directional integration with Microsoft Outlook, Exchange, and Google Mail, Navigate captures messages written or responded to outside of the system and vice versa. We use Twilio for text messaging.

You will engage students with the following capabilities:

Campaign Automation and Communication Triggers

Create automated and triggered student communications through the Navigate mobile application as part of Navigate's Smart Guidance component. If FSU uses tasks within your SIS, we provide a real-time REST API to send these to-do items over to students in Navigate so that all action items are presented to students in one place. Examples include:

- Send information about nursing exams once students in the nursing program have reached a credit threshold.
- Share details about on-campus childcare with students who are parents.
- Alert students when a hold is added to their account and provide step-by-step instructions for resolving it.

FSU can configure communications to be sent to students via text, email, or push notification.
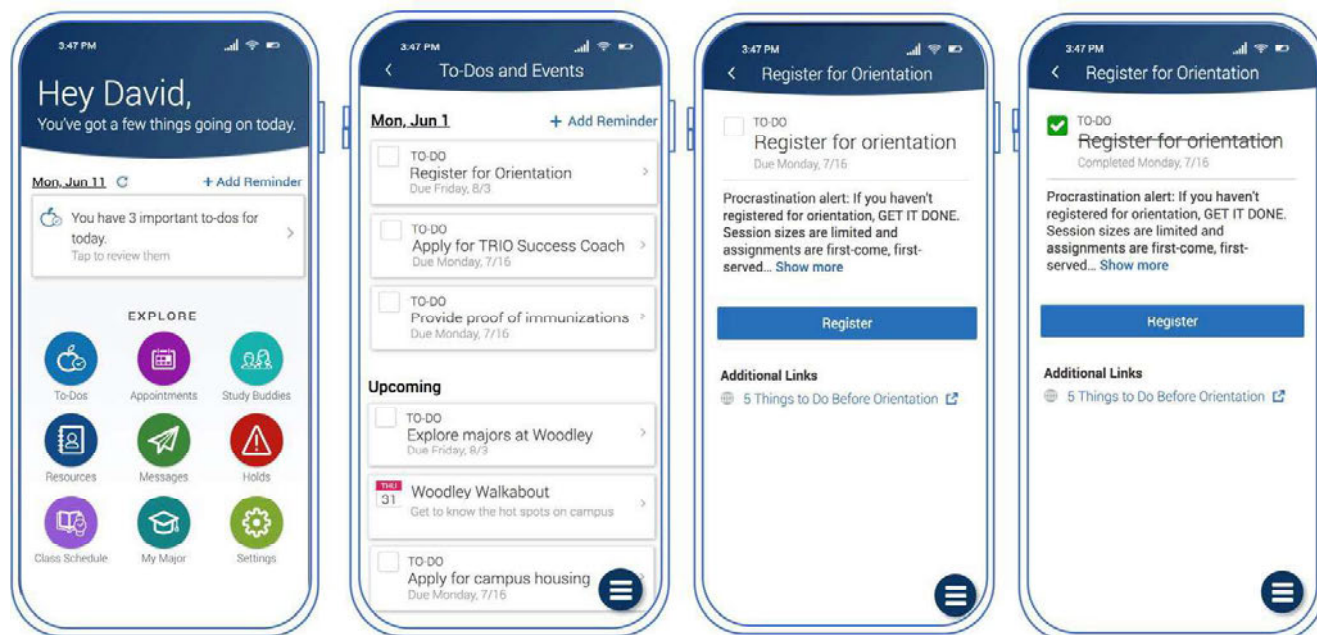
Nudge Campaigns

Nudge Campaigns allow FSU to create automated email "drip" communications via email and text. FSU will set a campaign goal, identify the target population, set the schedule for each communication, and track email open and click-through rates. Navigate also includes pre-built Enrollment and Appointment Nudge Campaigns.

Point-in-Time Communications

Navigate also supports two-way conversations with individual students at scale via **unlimited text messaging, email, and mobile push notifications**. Mobile push functionality is a feature of Navigate's optional Mobile Guidance component.

Traditional CRMs require dedicated expertise to get the full value of their communications capabilities. Navigate, by contrast, was expressly designed for higher education use cases and goals. Advisors, administrators, faculty, and staff will be **able to immediately execute strategic communications with students using Navigate.**

A public university in Georgia with +35,000 undergraduate students used Navigate to implement EAB's research-backed student engagement strategies, which resulted in **an additional $514,000 in revenue** from 182 reenrolled students.

We also provide hands-on support to design **campaign strategies drawing on EAB's best practice research, such as our "61 Campaign Ideas to Target Advising across the Year,"** a screenshot of which follows:

4. Include options for sending customized individual and group emails and appointment requests (with online scheduling interface) for groups of students based on search feature or as assigned to specific advisors

Confirmed. Navigate's Advanced Search and Actionable Reports equip FSU with a menu of actions available for either individuals or groups of students based on the search result. Actions include email and text messaging, sending appointment requests, and many more. Advisors can search for students specifically assigned to them or can use Navigate's Assigned Students dashboard to send messages or appointments directly from there.

At FSU, this Navigate functionality has supported appointment scheduling, contributing to the **more than 34,000 appointments scheduled** using Campus Connect in the past year (July 1, 2021, to June 30, 2022).

f. Early Alert and Progress Tracking

Respondent's proposed system should have the capability to:

1. **Track and manage students at risk of failure or attrition as flagged in the system by faculty and staff who are concerned about student performance or progress as reported via progress reports or self-initiated alerts on the student record**

Alerting and Case Management Through Coordinated Care

Alerts allow staff and faculty to identify and track student issues, recognize good performance, and intervene to address an issue when necessary. Navigate also **automatically** flags any student who has completed, failed to attempt, or missed the grade threshold for a course determined to be critical to their major or who is failing to meet the necessary GPA to successfully complete their program, using Success Markers.

FSU utilized Navigate to raise **more than 4,100 early alerts** to support student success over the past year (July 1, 2021, through June 30, 2022).

Alerts are issued with a fully customizable reason. Alert Reasons have been configured to FSU's unique workflows and student support model by your Strategic Leader. Alerts are automatically filed on the Student Profile, and Navigate keeps an updated list of students with alerts in a convenient report for regular monitoring.

Alerts can also be configured to **automatically** start Navigate's Case Management workflow, allowing staff and faculty to refer a student to other campus staff and track progress through issue resolution. A Case Management dashboard tracks all open cases staff have issued or to which they are assigned.

Case Management has the following features:

- Case creation and resolution reasons configured to FSU's specifications
- The ability to assign support personnel to a case
- Workflows for automatic case generation and staff assignment triggered by a specific alert
- Addition of comments to a case
- Automatic record of appointment attendance
- A Case Management dashboard that lists open cases along with key information, such as case reason and assigned staff

During initial Navigate implementation, we worked with FSU to configure the workflow paths to match your campus preferences and staffing ratios, which we continue to hone as your processes evolve today.

Progress Reports

Faculty Progress Reports provide an effective way to elicit faculty feedback on student performance with minimal effort. Staff may request reports on individuals or entire classes of students. Navigate then builds the request forms and automatically sends them to the assigned faculty. Faculty indicate with a single click whether a student is of greater concern for not performing to expectations in their class, and why (based on preconfigured reasons). Importantly, each preconfigured, college-specific reason that a faculty partner submits is tied to an automated workflow (i.e., for a student tagged as "Completion Concern," this may create a case that is triaged directly to the student's advisor). Faculty may add grades, absences, or comments to the report.

Additionally, we understand that not all feedback can be represented in just one alert. Through Progress Reports, faculty are able to select multiple Alert Reasons—both positive and negative—to enable staff to give constructive feedback as well as kudos for what students are doing well.

EAB research has shown that an important factor in driving faculty adoption of this tool is that requests for feedback can be highly customized. Navigate accommodates this by allowing customization in feedback requests. For example, faculty can be asked to provide feedback only on students they are teaching who have below a cumulative 2.5 GPA or are part of an education program. This ensures lists of students are manageable for faculty to review and respond to in a timely fashion.

> Washburn University, in Topeka, Kansas, ran its first progress report in fall of 2018. In that campaign, 620 students were flagged as "high concern" by faculty, after which Washburn began an appointment campaign to meet and support those students. Students who attended an appointment with their advisor were retained in the spring 2019 term at 75.9% compared to 59.8% for non-campaign students.

Administrators have oversight into which faculty have responded to these requests. The Progress Reports tab in Navigate provides a summary of responses to all Progress Report requests, along with high-level campaign statistics. Users can click into individual campaigns to see who has completed the request, as well as details about the request. Your Strategic Leader can conduct a Faculty Engagement Diagnostic and help implement key strategies to maximize faculty participation above the already high utilization enjoyed at FSU today.

Self-Initiated Alerts

Students have several options for raising a flag on a self-identified concern: (1) they can create a milestone reminder for themselves to address an issue independently, and staff can track these on the Student Profile, (2) they can contact a partner of their success team to share the concern, or (3) they can request an appointment with an individual or Care Unit to seek assistance with the issue.

2. Have features for managing communication and referrals among advisors and relevant resource offices for these student cases

Confirmed. Navigate has features for managing communication and referrals among advisors and relevant resource offices, including faculty and administrators.

For example, Navigate's Case Management workflow allows staff and faculty to refer a student to other campus staff **AND** to track progress through issue resolution. A Case Management dashboard tracks all open cases staff have issued or to which they are assigned.

Case Management has the following features:

- Case creation and resolution reasons configured to FSU's specifications
- The ability to assign support personnel to a case
- Workflows for automatic case generation and staff assignment triggered by a specific alert
- Addition of comments to a case
- Automatic record of appointment attendance
- A Case Management dashboard that lists open cases along with key information, such as case reason and assigned staff

During initial Navigate implementation, we worked with FSU to configure the workflow paths to match your campus preferences and staffing ratios, which we continue to hone as your processes evolve today.

g. Reports

The Respondent's system must include the ability to:

1. **Run reports that include but are not limited to: appointments and no shows; appointment summaries; visit analytics by office and week/day/time and by advisor; faculty progress reports for special populations of interest (e.g.; alerts and cases, advisor work hours, and utilization)**

Actionable Report Overview

Navigate contains purpose-built yet highly flexible reports designed to facilitate common advisor tasks and workflows as well as provide the oversight for supervisors necessary to manage and monitor their student success operations. Reports are created from SIS- and Navigate-generated data. More than 40 different filters enable further refinement to focus on specific student groups. These reports may be exported as CSV files for further analysis with other FSU systems. Staff directly initiate actions on individual students or en masse (such as sending messages, creating appointment requests, or issuing alerts) from report results, rather than simply flagging students for follow-up action.

Additionally, FSU can easily customize reports using the extensive Advanced Search filtering capability found throughout the available Actionable Reports. This includes filtering for custom attributes generated through user-defined Tags and SIS-imported Categories, so Navigate users can refine their search queries to the desired student populations with a high degree of specificity and customization. FSU can also leverage their Strategic Leader for any advanced reporting needs not easily addressed through Navigate's reporting capabilities.

Actionable Reports include, but are not limited to:

- **Appointments Report:** Shows any appointment created by a user within the platform. An "appointment" can be either a scheduled or drop-in interaction with a student.

- **Appointment Summaries Report:** Shows any appointment summary created by a user within the platform for active students within the selected term(s).

- **Appointment Requests Report:** Lists show any appointment request created by a user within the platform, which allows staff to see which students requested but did not complete/schedule an appointment and whether that request was matched and completed by a staff member.

- **Check-Ins Report:** Shows any check-in for a visit in Navigate. This is helpful for understanding how students are utilizing resources and services outside of scheduled appointments.

- **Alerts Report:** Displays all alerts issued on students within the date range selected and is filterable by Alert Reason. The report includes all alerts, regardless of how they were created (i.e., via a campaign or ad hoc).

- **Cases Report:** Displays all cases opened or closed on students within the date range selected and is filterable by Alert Reason and case opener. This report reveals how many advisors open or closed cases at your institution, including who opened the case, who is assigned to the case, and the Case Closed Reason.

- **Progress Reports Report:** Shows any Progress Report and Progress Report responses created by a user within the platform. This helpful report aggregates data on student progress concerns submitted by faculty for identifying intervention opportunities and understanding the nature of student issues.
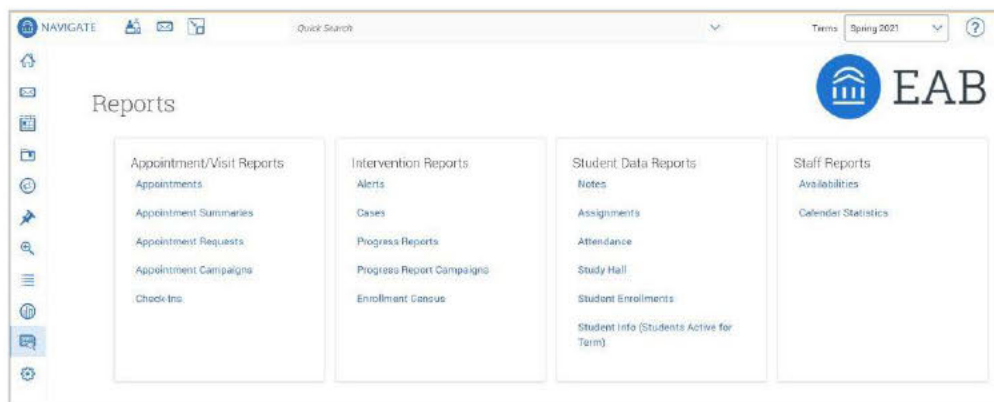
- **Study Hall Report:** Lists any study hall check-ins and hours created by a user within the platform. Advisors can use the Study Hall Report to see how many study hall minutes students completed within a chosen date range, how many are left to complete, etc.

Scheduled Reporting

Adding to the practicality of Navigate reporting is the ability to save, schedule, and share reports for future analysis. After defining the data set and cadence, staff may elect to share the report with other staff members. All recipients will receive an email reminder when a report is ready, with a link to access the report in Navigate; the user can then open the report to take action in Navigate. The initiating staff member will also be able to access their past reports as needed.

Reporting and Visualizations of Intervention Effectiveness

Intervention Effectiveness is a tool that FSU can use to evaluate the impact of various student success efforts by A/B testing interventions with two student cohorts. Once administrators have identified a set of student subpopulations to evaluate (including custom populations defined via the Tagging feature), Intervention Effectiveness will enable FSU to compare these groups over a given time period and observe their performance against designated metrics. For example, a specific cohort may be computer science students in their second year, one group of which may have participated in a tutoring program while another group may not have. Intervention Effectiveness can compare specific academic progress metrics for both groups to determine if a positive impact can be associated with the given tutoring program.

Performance Summary	Start Term Spring Semester 2019	End Term Summer Semester 2019	Percent of the Start Term Spring Semester 2019
A. Average Cumulative GPA	3.32	3.24	-0.02%
B. Average Cumulative GPA	3.32	3.50	+0.05%
A. Average Term GPA	3.25	3.15	-0.03%
B. Average Term GPA	3.25	3.85	+0.18%

Progress Summary	Start Term Spring Semester 2019	End Term Summer Semester 2019	Percent of the Start Term Spring Semester 2019
A. Average Attempted Credits by Term	12.3	11.4	-0.07%
B. Average Attempted Credits by Term	12.3	15.3	+0.20%
A. Average Earned Credits by Term	7.9	7.5	-0.05%
B. Average Earned Credits by Term	7.9	11.3	+0.43%
A. Average Credit Completion Percentage	65%	66%	+0.02%
B. Average Credit Completion Percentage	65%	74%	+0.14%

Reporting and Visualizations of Population Health

Population Health Analytics is a series of dashboards that demonstrate how discrete student populations are performing against critical indicators, such as GPA trend, credit completion percentage, total *D* and *F* rates, etc. These dashboards provide insight to institutional leaders into the data shown by EAB research to be most critical to successful decision-making. For example, these could be key areas for the allocation of advising resources or student groups that could benefit from tutoring services. Research-based metrics can reveal systemic issues encountered by students and where FSU should invest in remediation. By layering data from predictive analytics on top of these metrics, FSU has an immediate basis for prioritizing decisions and action.

Population Health dashboards also include extensive filtering options, including college, major, and degree, allowing FSU to zero in on academic units that have high concentrations of students with down-trending (or up-trending) GPA. FSU will also be able to see which of these academic units also have the greatest number of students with concerning predictive scores. Beyond these, FSU can filter by any student attribute tracked by your institution. Based on your permissions, access, and data source, these could include Full-Time/Part-Time, First-Generation, Transfer Status, Financial Aid, Pell-Eligible, Residence, Student Athlete Status, and many others.

With this information, FSU's Student Success team can quickly identify correlative opportunities and prioritize intervention accordingly. FSU's leadership can then target units for investment in student success best practices and other support resources.

As schools arm themselves in the fight for equitable
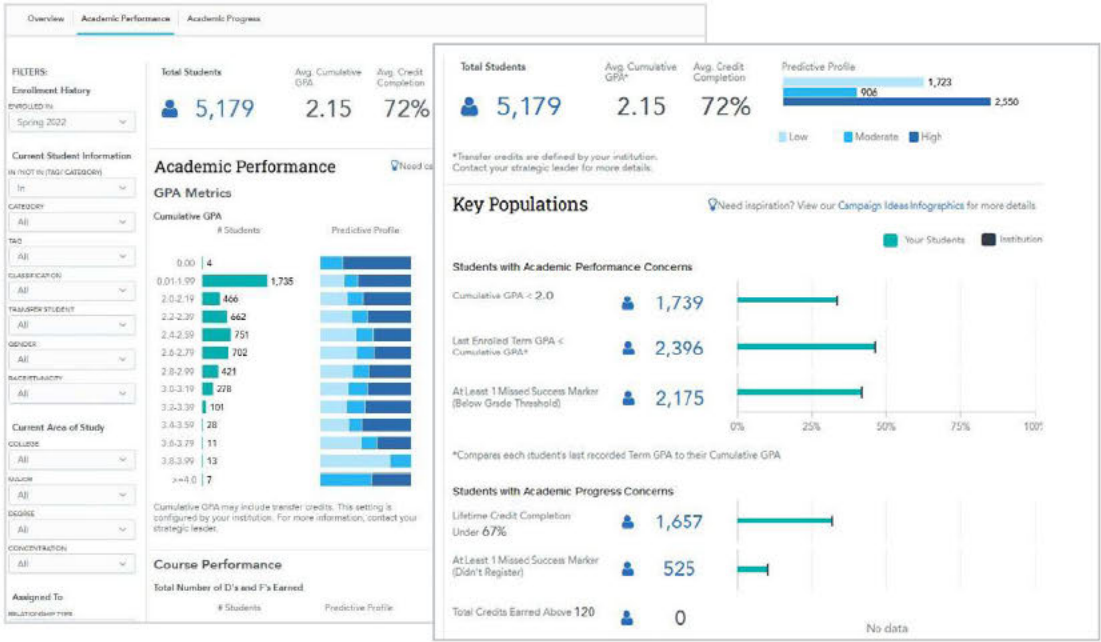
student experiences, the ability to understand the unique opportunities and challenges faced by each student becomes paramount. By using data over anecdotal evidence, support staff know exactly which individuals may need tools tailored specifically to their need and can deploy them accordingly.

Reporting and Visualizations of Historical Trends

Navigate's Historical Population Analytics dashboards illuminate patterns of persistence, graduation, and course success at your institution. FSU is empowered to identify opportunities for intervention based on past trends, such as:

- Which student populations could benefit from extra support?
- Where does your institution have gaps in success outcomes? How have these gaps impacted equity?
- How do different student characteristics intersect with performance?

We've designed Historical Analytics to provide critical comparative analyses by various student attributes, including degree, major, gender, first-generation status, transfer status, and race-ethnicity. Including these attributes in ready-made charts and tables allows our partners to understand patterns of student success outcomes that disproportionately impact specific subpopulations. Partners can use this information to drive program, service, or instruction improvements across campus.
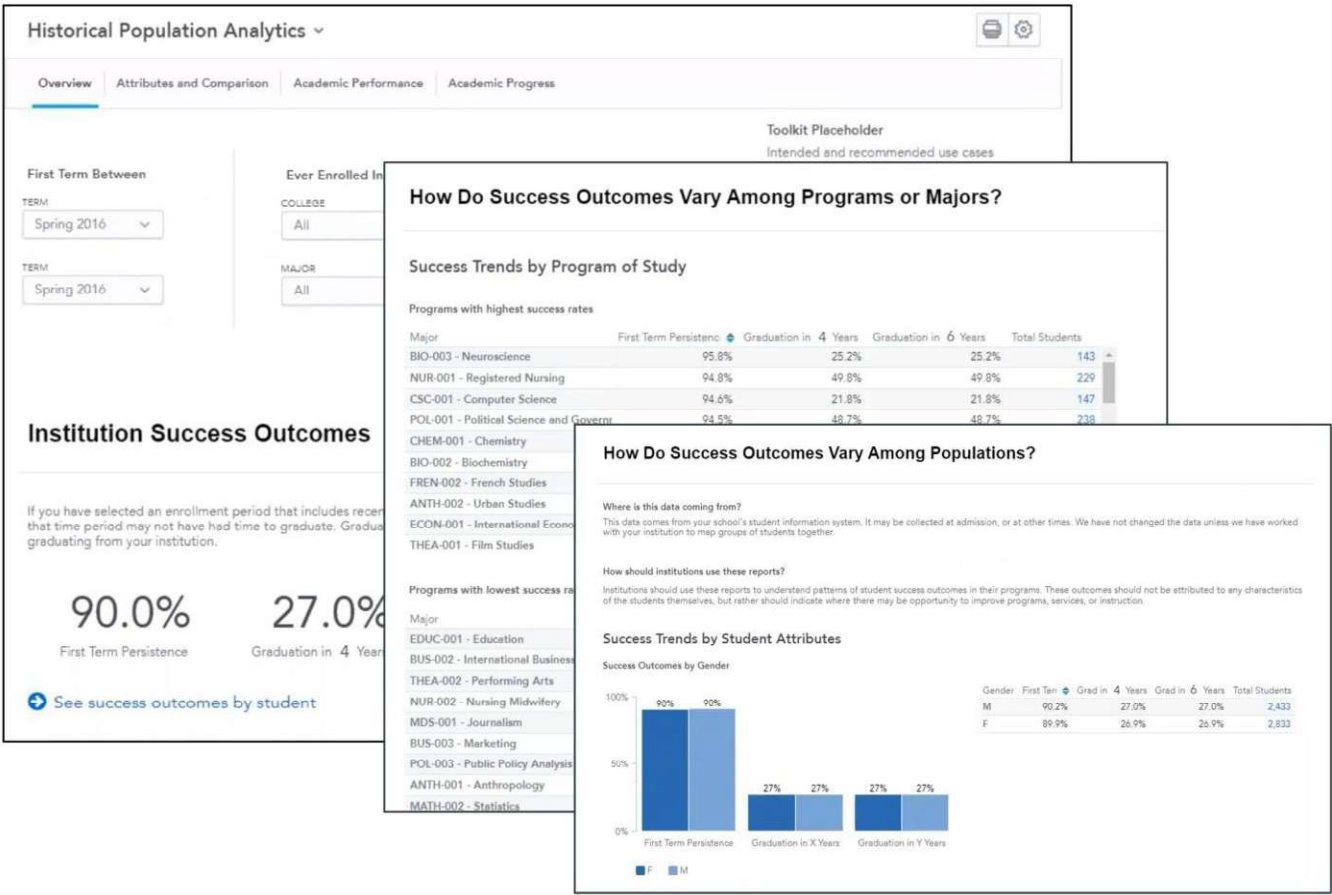
2. Export into Excel or .csv file

Confirmed. Navigate reporting and analytics results are available for export into Excel or .csv file.

h. Desirable Features

FSU is interested in considering any of the following features as part of this contract if the Respondent's system is capable of providing:

1. **The ability for class schedules, appointment availability, and scheduled appointments (plus all related reminders) to display according to the time zone of the user.**

Confirmed. There is a global configuration that allows the school to set their time zone. This controls the time that courses and other imported data-related items are imported and set in the database. For the end-users, the site generally respects the computers set time zone. We display time zone at the bottom right corner of the site, to indicate that to the end-user.

> Page last refreshed at 8:48am
> All times listed are in Eastern Time (US & Canada)   Additional Modes ▾

2. **The ability to integrate automated surveys or forms into system interactions and workflows based on college or department preferences.**

Confirmed. Students receive their surveys via email and within their Navigate Student application. Automated, scheduled, and ad hoc survey functions and automation inform student success efforts coordinated with and through Navigate. Navigate provides an extensive suite of survey tools that make it easy to gather student feedback for different use cases. FSU can easily scale these efforts through an intuitive mobile application and track student responses.

Real-life examples of surveys our partners have deployed include:

First Year Persistence
Touch base with first year students to learn about their campus experience and identify students of concern

Advising & Registration Satisfaction
Surface feedback about the advising & registration process to identify barriers to success

Midterm Grade Check-ins
Connect with students receiving low midterm grades to pulse-check and provide access to resources

COVID-19 / Online Learning
Determine how to enhance the student experience and highest priority areas for improvement

Also, a recent addition to Navigate's extensive survey capability is an automated follow-up survey that will allow FSU to solicit feedback from targeted student populations after a specific event recorded in the system. This will allow FSU to easily gather feedback from underrepresented populations or other groups and distribute findings throughout your campus operational network. These surveys can be triggered automatically based on multiple different events, such as:

- Scheduling of an appointment (e.g., advising, tutoring, etc.)
- Completion of an appointment
- Decrease in GPA
- Alert raised on a student

These surveys can include Navigate's full range of question-and-answer types. Students will receive a notification (with a link to respond) via email, text, or notification through the Pivotal Moments Path. Survey results will be accessible via Navigate's Survey Analytics dashboard, where they may be exported to CSV or PDF format for broader distribution outside of Navigate.

Enhanced Automated Communication

To truly expand on the concept of providing customized reminders and to-do items, EAB developed Smart Guidance module, provided as an optional component of this proposal. Navigate uses student-generated data to curate a personalized experience for every student, automatically delivering the advice, notifications, and nudges most important and relevant to each student.

Examples of the automated reminders and alerts provided through Smart Guidance include these:

- Guided major, certificate, and career exploration

- Onboarding advice configured to FSU's specifications

- Alert and Hold notification with resolution tips (academic, financial, etc.)

- Push notifications from advisors

- Notifications specific to a particular major or student type (e.g., test preparation information for Nursing students, childcare information for students with children)

Smart Guidance also includes a Content Administration Tool (CAT) for creating, updating, and managing notifications and alerts.

As additional examples, Navigate's Smart Guidance components include the following survey features:

- **Intake Survey:** Automatically appearing at a student's initial login, this guided series of questions captures preferred activities, preferred subjects, academic goals, career aspirations, and fields of study in which a student has an interest. Navigate uses this data to curate a personalized user experience for every student, with advice, notifications, and nudges that are most related and important to the student's success journey.

- **Program Explorer:** To support FSU's goal of improving student academic alignment earlier, Navigate allows students to initiate degree and career planning independently during onboarding, selecting a best-fit program and identifying a career goal from the outset. Survey data is used to generate a ranked list of available programs at FSU that best align with the student's stated goals. Students can explore the various careers associated with each degree. Navigate provides a career description, anticipated hiring demand, typical skills, and the average salary range, among other details. This information is based on current market data taken from O*NET.

- **Quick Polls and Student Surveys:** Design and deploy student surveys (Quick Polls to long-form surveys) to gauge student sentiment, gather critical time-sensitive information remotely, recommend services based on responses, and hear firsthand how FSU initiatives are impacting student success. Survey information is accessible via the Student Profile, Advanced Search, and Survey Analytics. Please see the following detail on Quick Polls for more information.

Quick Polls

Quick Polls are short, customized surveys delivered to targeted student populations via the Navigate mobile application. These real-time pulse checks help staff determine student concerns, identify intervention opportunities or students who have made positive gains, or simply understand student interest on a topic. Based on the answers to their Quick Poll questions, students will receive personalized recommendations for campus services and resources to help them address any challenges.
Quick Polls have broad applicability and some of our partners have found value from the following use cases:

- Gauging student preparedness and anxiety prior to finals

- Identifying students who are having challenges completing their FAFSA prior to the deadline

- Beginning-of-semester check-ins to understand how students are feeling about their courses

Student responses then appear as data points on the Student Profile and can be aggregated through a dedicated Advanced Search filter. This allows staff to follow up with individual students or groups of students en masse based on their responses.

By displaying collective survey responses, staff can help combat presumptions that resources such as tutoring are just for students who are struggling. This is a powerful "social norming" mechanism for students who worry about missing out on something important.
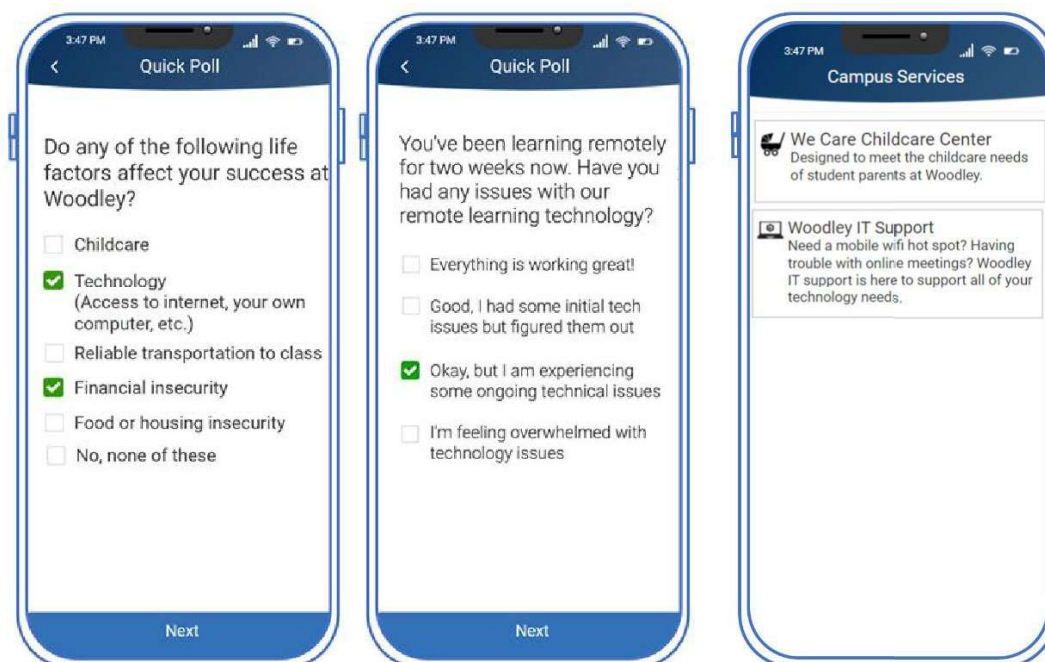
Survey Builder for Student Success

The Survey Builder allows you to create custom, in-depth surveys to gather more information (e.g., end-of-semester, end-of-year, financial literacy, etc.). FSU can easily design and deploy student surveys to gauge student sentiment, gather critical time-sensitive information remotely, and hear firsthand how FSU initiatives are impacting student success. Survey information may then be accessed through Survey Analytics, Advanced Search, as well as through the Student Profile to assess and initiate interventions.

Staff access the Survey Builder through Navigate's Content Administration Tool (CAT). The CAT provides staff with the appropriate permissions with an intuitive interface to build, customize, and deploy the custom surveys.

Within the Survey Builder, partners are able to configure the following:

- Announcement and send date: Survey announcements (signaling the start date of the survey) can be scheduled to send on a later date so staff do not have to worry about coming back to hit "send"; Navigate will do that for you within your set parameters.

- Survey reminders: Creating survey reminders is optional but recommended. Navigate will automatically send reminders to recipients who have not completed the survey. This includes recipients that have not started the survey as well as recipients who started the survey but exited the survey before completing it.

- Prompt for students to take survey that appears on Pivotal Moments Path (e.g., "Fill out the First-Year Survey for the chance to win a prize!")

- Survey introduction/description when students enter the survey (e.g., "Welcome back to your survey! We appreciate your feedback.") We have many partners that also use this space to display student consent text.

Content administrators can add whatever email address that they want the survey to be delivered from so students know the sender (e.g., Advising@FSU.edu).

3. Mass upload of advisor assignments in the platform rather than automated data feed alone.

Confirmed. Navigate provides the following options to assign personnel to a student:

- Assignments may be issued through an import from FSU's SIS and will be based on relationship types (e.g., advisor, tutor, coach, professor) designated in your SIS. Assignments are updated through the nightly feed from the SIS.

- Administrators may employ the "mass edit of students" feature to explicitly assign students to specific advisors. This feature may be used on an ad hoc basis.

- FSU can use auto-assignment based on labels within SIS categories (e.g., veteran status) to automatically assign students to specific personnel. Changes to auto-assigned personnel are then updated through the nightly feed from the SIS.

4. A degree planning feature that integrates with the SIS so that students can create their own course sequence plans to meet degree requirements for one or more majors and minors. Preferably, this system should permit advisors to view and comment on student plans and allow students to register for courses seamlessly within the system.

Confirmed. Navigate's Smart Guidance includes Academic Planning tools that satisfy all of the stated features and more. Navigate's Academic Planning tools provide students and advisors with a comprehensive platform to plan, schedule, collaborate, and register for courses independently to accelerate time to degree. The entire experience was designed from EAB's deep research into academic planning best practices, as well as exhaustive user experience research. The result is an intuitive and easy-to-use platform designed to eliminate common pitfalls while incorporating planning best practices. Today, EAB is providing these next-generation Academic Planning tools to 150+ partner institutions. The Academic Planning tools of Smart Guidance include a Student Experience and Advisor/Administrator Features, overviewed here and described in detail in the sections that follow.

Student Experience

Course and Term Planning: Enable intentional, long-term course planning and on-time graduation.
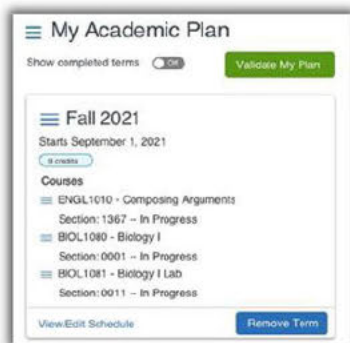
Shared Workspace: Foster ongoing collaboration between advisor and student.
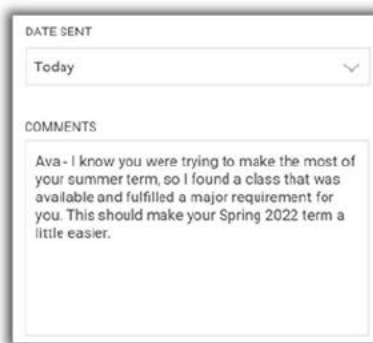
Best-Fit Scheduler: Easily create best-fit schedules with quick scheduling and one-click registration.

Advisor/Administrator Features

Academic Planning Analytics: Analyze course and scheduling preferences to improve academic capacity planning.

Content Administration Tool: Build, manage, and publish academic plan templates.

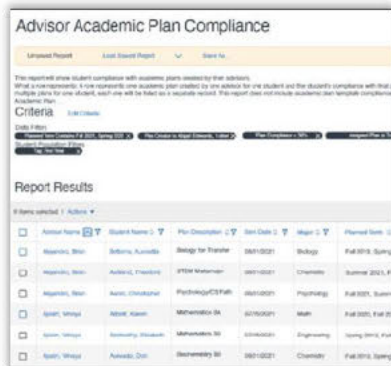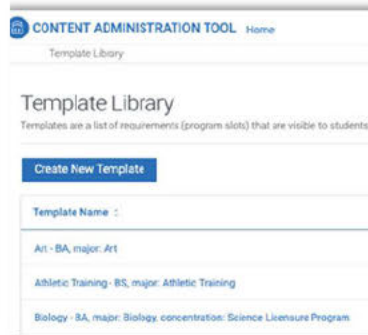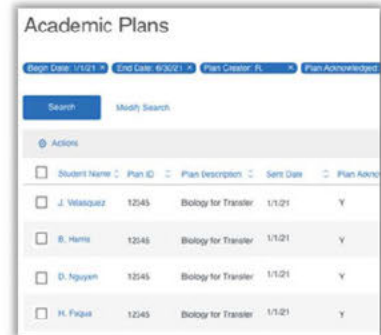**Strategic Reporting and Interventions:** Identify students with planning errors and reach out for targeted interventions.

5. The ability to save search criteria when running reports.

Confirmed. Advanced Search is a highly useful ad hoc reporting tool that allows users to identify lists of students based on a near limitless set of criteria. Users can combine more than 40 discrete Advanced Search filters—including custom, user-defined Tags and SIS-imported Categories—to create custom lists of students. Advanced Search can be used to access data from multiple sources, including the SIS, LMS, and data entered natively into Navigate.

Moreover, Advanced Searches can be preserved for later use. Users can save the search results as a Student List, providing a static report of specific individuals. Student Lists are useful for ongoing monitoring, ease of outreach, or progress comparison with other student cohorts. Additionally, any combination of Advanced Search criteria can be saved as a Saved Search, a custom reporting feature that delivers dynamic results over time.

Some of the filtering categories available within Advanced Search include:

- Student Information (Name, Demographics, etc.)
- Area of Study
- Academic Performance
- Advisor Assignment
- Enrollment Status and History
- Academic Plan (available via the optional Smart Guidance module)
- Success Indicators (e.g., Predictive Score)

By combining filters, staff can easily find and reach cohorts of students not previously defined. Furthermore, an embedded list of actions included with your search results allows for seamless outreach at scale. Actions include sending a message, scheduling appointment, initiating appointment campaign, adding a note to the Student Profile, creating a custom Tag, and more.

Advanced Search results are also exportable to PDF and CSV for further analysis.

i.   Value Added Functions, Features and Services:

FSU will consider proposals for value added features and services that may improve the performance, efficiency, and functionality of the overall effort to promote student success and retention to graduation.

While we have outlined a variety of ways in which the addition of Smart Guidance's student engagement tools and/or the incorporation of graduate students into your partnership may improve the performance, efficiency, and functionality of overall student success efforts at FSU, numerous value-added benefits apply for FSU simply by continuing your Navigate partnership with the fully implemented Strategic Care and Intelligence modules of the platform.

Following are two prime examples of these existing, outstanding benefits of FSU's Navigate partnership: membership in the Student Success Collaborative and the integration of predictive analytics (Intelligence) throughout the platform.

Continued Partnership in the Student Success Collaborative

With Navigate, FSU is not simply adopting a best-in-class technology solution. Your Navigate partnership includes an invitation to join EAB's Student Success Collaborative, a community of 850+ colleges and universities working together to improve student outcomes and experiences. EAB regularly facilitates Collaborative-wide opportunities for sharing best practices, data, experiences, and other techniques. A few examples include:

- **Cohort-Wide Webconferences:** Each month, our team leads live webconferences to share new research, provide technology-related professional development, and bring together like-minded institutions. Furthermore, we continue adding new webconferences focused on persevering through evolving global crises such as the pandemic and the impacts of inflation on student success.

- **CONNECTED:** CONNECTED is the leading conference for student success. Now in its sixth year, CONNECTED brings together the country's most progressive and passionate leaders in higher education. The summit is your opportunity to connect with and learn from thousands of your peers. FSU staff who pay to register and attend will hear cutting-edge student success research, transformative stories of personal impact, and innovative strategies for using EAB's Student Success Management System to reach your goals.

- **Partner Community:** Every day, our partners are addressing education's toughest challenges. EAB facilitates collaboration, peer networking, and solution-sharing via Navigate's Partner Community. This online forum is located within Navigate, and partners frequently use it to pose questions, share Navigate tips and student success best practices, discuss top-of-mind issues, and reflect on industry trends.

- **Student Success Best Practice Library:** An online searchable database of 360+ proven best practices, case study profiles, training materials, how-to guides, toolkits (for example, faculty engagement, communication templates, campaign strategies), e-learning modules, FAQs, guided videos, and other documentation. These best practices were developed over the past 10+ years and gleaned from our work with 2,500+ educational institutions.

Intelligence in Navigate Drives Performance and Efficiency

EAB has more experience developing predictive models than any other SSMS vendor. We know what data is most predictive, and we have developed a best practice approach to building a custom model that tells us the likelihood of a particular outcome for a specific student at your unique institution. Navigate calculates the unique likelihood of retention of every student on campus, then automatically assigns students concern levels configured by FSU.

Other vendors tell an exciting story about casting a wide net for predictive data. What we know from the experiences of our partners and our own research is that this approach rarely produces valuable new data. It also comes at a significant cost, in terms of the burden on your IT team. EAB's extensive research shows that data is most impactful when it is timely, relevant, and actionable. This is how we approach predictive analytics in Navigate: Instead of casting a wide net, hoping to stumble on opportunities, we start with best practices for impact and work backwards.

To develop a custom predictive model for FSU, EAB's data scientists have used machine-learning algorithms and artificial intelligence to mine 5+ years' worth of FSU's historical data. The custom predictive model suggests the likelihood of various outcomes, such as next-term or next-year persistence, based on the prevalence of 40+ predictive features within your data, which are shown to be strong indicators of graduation success in our research.

> **EAB's Intelligence module is driven by best practices and extensive experience:**
>
> - EAB has built predictive models for colleges and universities since 2012.
> - We currently have 215 predictive models actively predicting concern levels for 3.6 million students.
> - Though our predictive model is custom-built for FSU, our assets include a massive data set of 19 million students and over 560 million course records with which to enhance and innovate our predictive algorithms.

Highlights from Navigate's predictive model include:

- **Customized:** In developing FSU's model, EAB data scientists analyze how a complex matrix of variables relates to patterns of success and failure specifically for students at FSU.

- **High Performance:** Model performance (as measured by Area Under the Curve, a measure of statistical accuracy) has a strong average value of 85%.

- **Flexible:** Our predictive models are flexible and can incorporate additional data sets provided by FSU.

- **Transparent:** A detailed report and access to our data scientists provide visibility into how and why FSU's model works. The factors influencing each student's predictive score can be viewed on the Student Profile.

- **Integrated:** Predictive analytics are seamlessly integrated with Navigate's reporting, workflow, engagement, and case management capabilities, ensuring that insights are immediately actionable.

- **Adaptable:** We use a sub-model from preenrollment data to generate a predictive score for each student on their first day of school. Navigate also takes into account that different variables are predictive at different points in the student journey.

- **A Partnership:** Your Strategic Leader is available at any time to help unpack insights from your predictive model or develop a plan of action informed by best practice research.

Navigate's Actionable Intelligence Supports FSU

Knowing how to apply the results of predictive analytics in a meaningful way is just as important as finding them. To make these insights actionable, we have incorporated predictive data throughout Navigate. Examples include:

- **Institutional Analytics:** Demonstrates a high-level breakdown of predictive concern by college and program

- **Population Health Analytics:** Demonstrates aggregate student performance against key academic performance and progress information, with predictive data overlaid to highlight the most actionable intervention opportunities

- **Actionable Reports:** In Navigate, a multitude of purpose-built yet flexible reports generates lists of students to address a range of institutional use cases. FSU can use predictive score to filter report results.

- **Course Performance Reports:** Provide associate deans, department chairs, and advising directors real-time insight into how current students in each academic program are performing against predictive factors such as GPA thresholds, registration status, completed courses, and earned grades.

- **Advanced Search:** Generates lists of students and subpopulations, filtered by predicted concern, among other criteria

- **Smart Student Profile:** Each student's predictive concern is displayed prominently on their Student Profile. Student Profiles can be toggled to "student view," which hides predictive score.

- **Assigned Students Dashboard:** An Advisement Caseload dashboard on the Staff Home page demonstrates key information about all assigned students, including predictive score. From the same dashboard, the staff can then perform a variety of actions en masse, such as sending a message, starting an appointment campaign, or adding those students to a Student List for further monitoring.

j. Pricing

The Respondent's proposal shall include pricing that specifies the total annual contract amount according to the following price points:

1. All undergraduate (degree and non-degree seeking) students

Understood and confirmed. Please see EAB's Price Proposal for all costs associated with the undergraduate student population.

2. All undergraduate and graduate (degree and non-degree seeking) students

Understood and confirmed. Please see EAB's Price Proposal for all costs associated with the undergraduate and graduate student populations.

3. Separate annual costs for degree planning and/or any other value added functions not requested specifically in this ITN.

Understood and confirmed. Please see the Value-Added Services section of EAB's Price Proposal for all optional functionalities.

4. Separate cost (if applicable) for system set up and testing prior to launch.

Understood and confirmed. Because Navigate is presently implemented at FSU, there are no setup costs for FSU's existing configuration of the Strategic Care and Intelligence components. Setup costs for new, optional functionality are detailed in the Value-Added Services section of EAB's Price Proposal.

6. Separate cost (if applicable) to ongoing technical assistance and help desk functions.

Not applicable. Ongoing technical assistance and Help Desk functions are included (and a critical piece) of our Annual Partnership Fee as described in EAB's Price Proposal.

7. The vendor must specify in the cost proposal how application users are counted (i.e., by user headcount OR user roles) and whether any future increase in users will result in additional fees.

EAB is provided on an enterprise-wide basis with unlimited licensing for administrators and advisors and up to 45,000 active undergraduate and graduate students. Please see EAB's Price Proposal for additional details.

8. The vendor must specify if there are any other additional charges that may be assessed on top of the contract and for what purpose.

Not applicable. All costs associated with our solution are outlined in EAB's Price Proposal. There are no additional, third-party, or ancillary costs.

Complimentary Services Included in Partnership

Ongoing Support, Guidance, and Education Enhance Your Student Success Work

Our **all-inclusive partnership** model provides the complete set of services and support needed to implement Navigate and maximize your impact on student success. We find that vendors often present a low cost in ITN proposals only to charge piecemeal for the services that are included in EAB's partnership. These costs quickly add up.

We strongly encourage you to vet prospective vendors against the services included in Navigate partnership. Find out specifically what the hourly or incremental cost will be for each of these services so that you can assess the true cost of ownership of any potential vendor.

Implementation and Launch Support (for Smart Guidance only)

- Full platform configuration, including facilitated workshops and annual recalibration
- Implementation project management
- Change-management engagement with EAB's team of experts
- Early Alert customization during system implementation
- New Partner Launch Intensive
- EAB Data Integration Service team that performs 85% of the data integration work on your behalf during the implementation period
- Partner-managed APIs to exchange data between Navigate and institutional systems
- Web-services APIs to support partner-managed LMS integration
- Real-time, bi-directional SIS integration for student registration-related data
- Degree audit integration to support student academic planning experience with degree requirement and progress-to-degree data (if available)
- Digital promotion campaign to boost student adoption of the Navigate mobile application valued at $5k–$7k

Ongoing Learning and Engagement

- Three on-site training sessions and annual refreshers after launch
- Two on-site strategic support sessions annually
- 24/7 platform support
- Product updates, enhancements, and new features
- Monthly leadership check-in calls and quarterly executive updates
- Annual opportunity assessments and service plan development
- Expert consulting around student success technology and cultural transformation
- Monthly live webinars, along with access to past webinars on demand
- Access to the online Navigate community[2]
- 360+ proven best practices and resources in EAB's Student Success Best Practice Library

Complimentary Technology and Tools

- Unlimited text messages and emails
- Financial literacy tool for students

*EAB is committed to your institutional success and includes the following offerings **at no additional cost:***

[2] *Access to register for EAB's annual CONNECTED student success conference (individual registration fees apply).*

ATTACHMENT B

PRICING

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January 18, 2023

Lauren Beck, IT Strategic Category Manager
Florida State University
282 Champions Way, Ste. A1400
Tallahassee, FL 32306-2370

Dear Ms. Beck,

Thank you for the opportunity to respond to Florida State University's (FSU) ITN for Advising & Academic Support Technology (ITN-6418-4) as well as the opportunity to present our offering.

In addition to the discounts already shared with FSU during this ITN process, we are pleased to **reduce the Year 1 Annual Partnership Fee at the time of a contract extension to only 3%**, whereas partners normally EAB incur a 10% price increase. We are also pleased to waive the 5% price increase applied to the Annual Partnership Fee beyond Year 1.

Please find on the subsequent pages EAB's updated pricing presented to FSU.

Should you need anything further during this evaluation period, please do not hesitate to reach out.

Sincerely,

William Sogegian, *Associate Director*, Account Management
(202) 909-4119, wsogegian@eab.com

EAB's Updated Price Proposal

In response to FSU's request for updated pricing, we have revised our proposed pricing in this section to offer additional savings, to the full extent that was requested by FSU.

In response to FSU's request for an initial term through August 2027 with two optional two-year extensions thereafter, we are pleased to provide the following proposal. Our fees accommodate users/licenses for an unlimited number of advisors and administrators and up to 45,000 active undergraduate and graduate students. There are no additional costs/fees for additional maintenance or ongoing training/support, including post-implementation consulting services, as they are included (and a critical piece) in our Annual Partnership Fee. Please note that EAB's standard invoicing terms are Net 30, annual, and in advance.

As a reminder, EAB's fee structure contains the following components:

- **Onetime Implementation Fee** *(applies only to Value-Added Services)*: Nonrecurring fixed costs associated with the technical components of implementation, including the initial site build, data-mapping, workflow development, quality assurance, and testing.

- **Annual Partnership Fee:** All-inclusive fee covers access, continuous maintenance and hosting, upgrades to the platform as outlined in this proposal, utilization by an unlimited number of advisors/administrators and 45,000 active undergraduate and graduate students at the institution, and access to consulting services and technical support provided by EAB.

- **Annual Travel and Administrative Fee** *(waived for FSU)*: Covers travel and other administrative expenses associated with delivering implementation and ongoing training and consulting to support the institution across the term. In a virtual environment, this also includes expanded investments in online forums and tools, the printing and shipping of hard-copy materials when necessary, and the time dedicated by Strategic Leaders and other experts beyond their normal responsibilities of researching, supporting, and generating current and actionable insights for our partners.

Our preferred fees outlined here are reflective of the estimated 450 hours FSU has already contributed to the Navigate platform through the planning, site build, validation, and launch phases of implementation. Based on the requirements of this ITN, **EAB is proposing a renewal of FSU's Strategic Care and Intelligence components along with one optional add-on component, Smart Guidance, which is detailed in the Value-Added Services section of EAB's Price Proposal.**

EAB's Updated Pricing Proposal: Renewal of Strategic Care and Intelligence Components
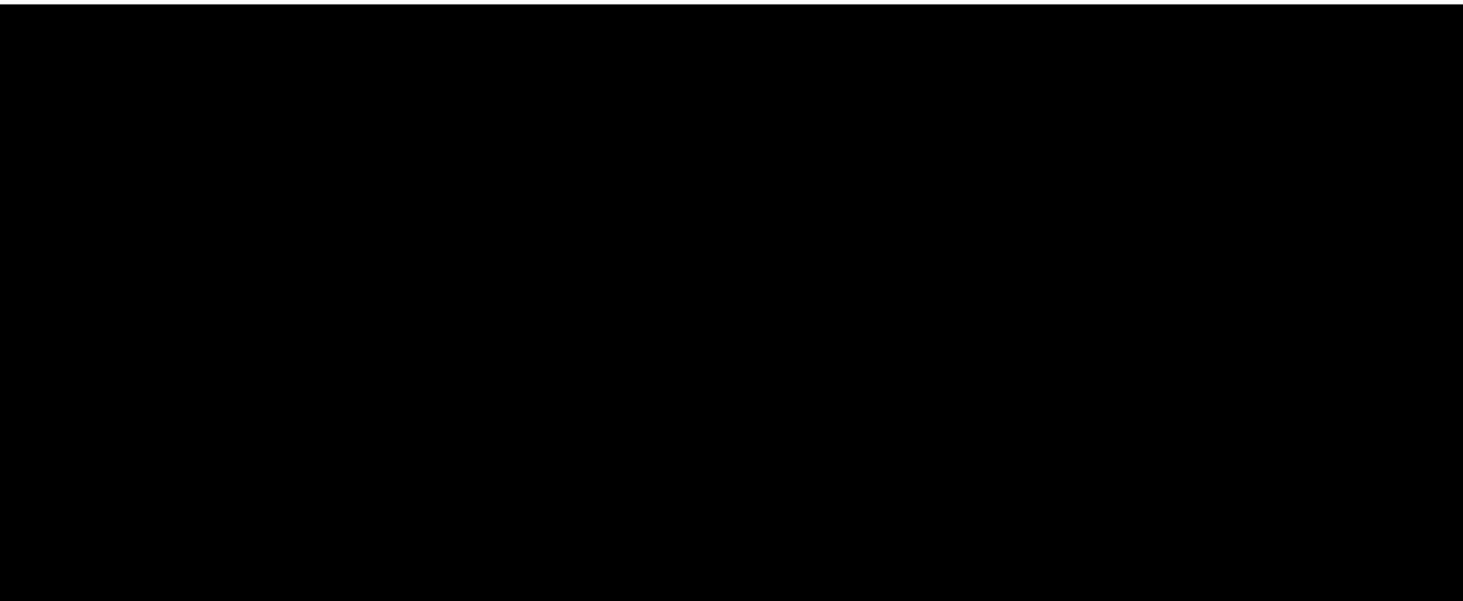
Updated Pricing for Value-Added Services (Optional)

In addition to the components and fees outlined previously, EAB is pleased to extend an option for FSU to add to the Navigate platform the Smart Guidance functionality, which is comprised of these components:

- Student Milestone Integrations
- Student Holds
- Study Buddies
- Student Surveys
- Pivotal Moments Path
- Student Milestone Analytics
- Digital Templates and Academic Planner
- Best-Fit Scheduling and One-Click Registration, Shared Workspace
- Academic Plan Integrations
- Academic Planning Analytics
- Degree Rules

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[8] *Access to register for EAB's annual CONNECTED student success conference (individual registration fees apply).*

I. General

The Contractor will ensure the agreed upon products and services will be provided to, or on behalf of, the University in a fully compliant manner to enable the Contractor and University to meet all relevant laws, regulations, and contractual requirements, to the extent applicable. All parties agree to handle data and other information with a standard of care at least as rigorous as that specified in the University's minimum standards within [Information Privacy Policy](), which are hereby incorporated by reference into this Agreement. The University is bound by the Family Educational Rights and Privacy Act (FERPA) regarding the release of student education records and, in the event of conflict with the University Policy, FERPA will govern.

II. University Information Privacy and Security

Notwithstanding any additional Contractor compliance responsibilities specified in this Agreement, or the University Information Privacy and Security Terms and Conditions included herein, each party shall comply with all applicable international, national, state, and local laws and regulations ("Applicable Laws") in performing its duties under this Agreement. Each party is responsible for its own compliance with Applicable Laws.

In the situation where additional compliance responsibilities are assigned to Contractor, Contractor acknowledges and agrees to use commercially reasonable practices to comply with the requirements specified in the Contract. Any such requirements are required to be acknowledged and agreed to by the Contractor and the University prior to execution of the Contract by the parties.

III. University and Contractor Compliance Responsibilities

A. Contractor shall implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of protected or private risk data as defined by the University. Contractor shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

B. All facilities used to store, process, or transmit data classified as High or Moderate risk will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Without express prior written approval from the University, such data may not be stored, processed, received, or transmitted outside of data centers located within the United States.

C. Contractor warrants that all data classified as High or Moderate risk will be encrypted in transmission and at rest where required by law or contractual obligation (including via web interface) and may warrant use of the Advanced Encryption Standard (AES) encryption algorithm or other strong encryption protocol, as negotiated by the University.

D. Contractor will use industry standard and up-to-date security tools and technologies such as antivirus protections, antimalware and ransomware protections, and intrusion prevention and detection methods in providing services under this Agreement.

IV. Data Transfer Upon Termination or Expiration

Unless the University requests in writing that such data be destroyed upon termination, cancellation, expiration, or other conclusion of this Agreement, Contractor shall, upon receiving written notice, return the High or Moderate risk University data to the data that is in the possession of subcontractors or agents of Contractor. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed, e.g., *Guidelines for Media Sanitization*, NIST Special

Publication 800-88 Revision 1. Contractor shall certify in writing to the University that such destruction or return has been completed. Notwithstanding the expiration or termination of this Agreement for any reason, the obligation of confidentiality set forth in this document shall remain in force.

V. Breach

A.   Definition. For purposes of this article, the term, "Security or Privacy Breach," has the meaning given to it under Chapter 501.171, F.S., applicable state or federal rule, regulation, or contractual obligation.

B.   Notice will be given to the University of any actual or suspected unauthorized disclosure of, access to or other breach of the data within 72 hours. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the data, the Contractor will comply with all state and federal laws and regulations applicable to such breach and will cooperate with the University in fulfilling its legal obligations.

VI. Indemnification

A.   Contractor agrees it will indemnify the University for all third-party losses to the extent arising from its violation of the Terms and Conditions herein, including but not limited to the cost of providing appropriate notice to all required parties and credit monitoring, credit rehabilitation, or other credit support services to individuals with information impacted by the actual or suspected breach.

B.   The University has secured cyber insurance. Liability to the University arising from any acts or omissions of any Officer, employee or agent of the University working within the scope of his or her employment, resulting in a breach of this Agreement shall not exceed $20 million taken together., IF such liability is in tort, this provision does not waive any limits on sovereign immunity afforded the University under of sec. 768.29, F.S. Insurance shall only be liable for actual damages incurred by the University, and shall not be liable for any indirect, consequential or punitive damages or attorney's fees, claim or cause of action, regardless of form (tort, contract, statutory, or otherwise) arising out of, relating to, or any way connected with this Agreement or any Services provided hereunder may be bought by either party any later that two (2) years after the accrual of such claim or cause of action.

C.   This section and its indemnity will survive the termination of this agreement.

VII. Right to Information Privacy and Security Audit

Contractor agrees that the University shall have the option to request a technology audit, including obtaining the Contractor's current System and Organization Controls (SOC) 2 Type 2 report.   If Contractor has not conducted a SOC 2 Type 2 audit, the University may, in its sole discretion, require Contractor to complete the university's third-party risk self-assessment on an annual basis. Records pertaining to the Contractor's services shall be made available to auditors and the University during normal working hours for this purpose, subject to the audit requirements in the Independent Audit section of the Contract