



# Indian River State College

## **DISTRICT BOARD OF TRUSTEES 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 – 9:00 AM**

Opportunity for Board Members' tour of IRSC properties under  
consideration for sale

**February 24, 2026 – 1:00 PM**

### **AGENDA**

1. Call to Order and Pledge of Allegiance – *Chair Luna*
2. Student Government Association (SGA) Report – *Makaria Sandlin, SGA President*
3. Retirement Recognition:
  - a. Retirement recognition: Michael Pelitera - *recognized by John Barbieri*
4. Recognition:
  - a. Faculty Member of the Month – *Dr. Heather Belmont*
    - January 2026 – Oubideh Ramadan
  - b. Team Member of the Month:
    - January 2026 – Joseph Lemieux – *recognized by Calvin Williams*
    - February 2026 – Gracia Buzziz – *recognized by Floralba Arbelo Marrero*
  - c. Recognizing Guy “Mongo” Montgomery’s retirement from the Fort Pierce Police Department

5. Request approval of January 27, 2026 Board of Trustees Meeting Minutes – *Chair Luna*
6. Open to Public Comment – *Chair Luna*
7. President’s Report – *Dr. Tim Moore*
  - a. President’s Update
  - b. Calendar of Events for February/March 2026
8. Strategic Initiatives – *Dr. Michael Hageloh*
9. Foundation Update – *Annabel Robertson*
10. Campus Safety Update – *Don Bergmann*
11. 2026 Legislative Update – *Andrew Treadwell*
12. Finance Committee Meeting Report – *Trustee George*
13. Academic Affairs & Charter School Governance Committee Meeting Report – *Trustee Conrado*
14. Strategic Planning Committee Meeting Report – *Trustee Conrado*
15. Facilities Committee Meeting Report – *Trustee Caron*
16. Consent Items: *Chair Luna*
  - a. Care Security Systems Independent Contractor Agreement with Indian River State College
  - b. Level Agency Retainer Contract Renewal
  - c. Florida Virtual Campus (FLVC) MOU for FLVC Digital Asset Management System (DAMS)
  - d. 2025-2027 Dual Enrollment Agreement – Next Wave Academy
  - e. Attestation of Compliance – Florida Statute 1006.28
  - f. Agreement for Teaching Internships between School Board of Alachua County and Indian River State College
  - g. Indiantown High School Recognition Funds for Disbursement
  - h. Cidilabs TidyUP & Cidilabs ReadyGo Contacts
  - i. Full-Time Appointments:

1. Raiko Blanco (HVAC Technician, HVAC)
2. Nicholas Brown, (Associate Dean of Business & Computer Science, Business and Applied Technologies)
3. Louis Caprino, (Executive Dean of Public Services, Academic Affairs)
4. Audrey L Delaune (Administrative Assistant Development, Development Operations)
5. Kris R Demarais, (Associate Dean, Liberal Arts)
6. Anthony Dribben, (Executive Dean of Math and Science, Academic Affairs)
7. Stephanie Etter, (Executive Dean of Adult and Continuing Education, Academic Affairs)
8. Patricia Gagliano, (Executive Dean of Health and Human Sciences, Academic Affairs)
9. James Howse, (Executive Dean of Business and Applied Technologies, Academic Affairs)
10. Ann Hubbard, (Associate Dean of Health Science, Health and Human Sciences)
11. Alexander Kanter, (Associate Dean of English, Philosophy & Performing Arts, Liberal Arts)
12. Shawnta Kelly (Student Conduct Case Manager, Student Conduct)
13. Deanna Langis (Registration Assistant, Registration Chastain Campus)
14. Tiffany Lewis, (Associate Dean of Mathematics, School of Science)
15. Amy Loyola (Assistant Professor I, School of Nursing)
16. Rosemarie Mason, (Associate Dean of Nursing, Health and Human Sciences)
17. Howard Matzner (Public Relations Coordinator, Public Relations)
18. Lorayne Medina (Administrative Assistant III, Financial Services)
19. Heather Michaels, (Associate Dean of Science, School of Science)
20. Troy A Shearer, (Associate Dean of Applied Technologies, Business and Applied Technologies)
21. Megan B Simon (Program Specialist, School of Nursing)
22. Scott Stein, (Executive Dean of Liberal Arts, Academic Affairs)

j. Retirements:

1. None

k. Separations of Service:

1. Sydney Bilbrey (Program Assistant, Biological Sciences)
2. Jenna Laine Bluedorn (Associate Vice President Brand Experience, Marketing, Media and Brand)
3. Mellisia A. Clarke (Director of Admissions, Recruitment and Admissions)
4. Matthew Clemons (Adjunct, Humanities)
5. Tyanna Colon (Cashier, Cashiers)
6. Laura DiFruscio (Assistant Professor I, School of Nursing)
7. James D. Downey (Program Assistant, Workforce Education)
8. Arthur R. Fitzpatrick (Dir. of Talent Management-Learning & Org. Development, Human Resources)
9. Steven Gilbert (Selection Center Coordinator, Criminal Justice Institute)
10. Lucia Girado (Testing Assistant, Assessment Services)
11. Nicholas Graves (Program Specialist - IGNITE, School of Continuing Education)
12. Monica Halligan (Testing Assistant, Testing Assistant Crews Hall)
13. Chymbee Keith (Legal Operations Manager, Human Resources)
14. Sergio L. Laguerre (Case Manager, Farmworker Career Development Program) Katrina Marie Lewis (Program Assistant, Workforce Education)
15. Lucinda Lopez Cortes (Adult Education Intake Specialist, Adult Secondary Education)
16. Reagan Nash (Registration Assistant, Okeechobee County)
17. Lezlee Navarro (Transcript Evaluation Specialist, Credit Evaluation and Graduation Coordinator)
18. Eva I Paulino (Admissions Specialist, Student Success Center)
19. Natalie R Pringle (Sr. Admissions Counselor, Recruitment and Admissions II)
20. Tamara Ramos-Zamora (Career Coordinator - Clark Advanced Learning Center, Clark Advanced Learning Center)
21. James M Reynolds (Assistant Instructional Dean, School of Education)
22. Alessandra Thompson (Associate Vice President of Human Resources, Office of the President)

23. Golda Vasquez Oyarce (Adult Education Intake Specialist, Adult Secondary Education)
24. Xavier Winfree (STEM Pioneer Learning Assistant - Peer Tutor, STEM Pioneers)
25. Aislynn Young (Child Development Center Teacher Assistant, Child Development Center)
1. Regular Part-Time Appointments:
  1. Cameron Lee Cardona (Library Technical Assistant, Learning Resources)
  2. Sofia Iregui (Admissions Specialist, Student Communications)
  3. Robert Lewis (Re-Entry Admissions Counselor, Articulation and Partnerships)
  4. Andrew Lopez (Program Assistant, Biological Science)
- m. Part-Time Temporary Non-Instructional Appointments:
  1. Nittiya Boyce (STEM Pioneer Learning Assistant, STEM Pioneers) Shelby Coldiron (Testing Assistant, Assessment Services)
  2. Bianka Estinvil (Federal Work Study, STEM Pioneers)
  3. Leonardo Garcia (STEM Pioneer Learning Assistant, STEM Pioneers)
  4. Cara Janke (Federal Work Study, Mueller Campus)
  5. Lashanna Jennings (Federal Work Study, Accounts Receivable)
  6. Christina McGrowder (Federal Work Study, Upward Bound - Indian River County)
  7. Yamiaha Moye (Federal Work Study, Upward Bound Math and Science)
  8. Alianna Pop (Federal Work Study, Educational Talent Search)
  9. Nathan Reavis (STEM Pioneer Learning Assistant, STEM Pioneers) Jennifer Sharr (ASC Tutor, Tutoring Centers)
  10. Mateo Villegas (Program Assistant, Accounting Technology)
  11. Samuel Watts (Federal Work Study, Career Services)
- n. Part-Time Instructional Certifications: (College Credit, College Credit S/U; ABE; GED; Vocational Credit; Vocational Supplemental; and Vocational Preparatory)
  1. Tennessee Callie (Nursing) Hannah Chester (Cosmetology)
  2. Phillippe Holmes (Automotive)
  3. Clifford Kemp (Computer Information)
  4. Kelly Keyser (Student Success)
  5. Bryan Levering (Law Enforcement)
  6. Brandy Macaluso (Human Services)
  7. Anthony Nunez (Fire Science)

## 17. Adjourn – *Chair Luna*

### **Indian River State College, Mission Statement**

Indian River State College is dedicated to transforming lives by offering high-quality, affordable and accessible education.

The River is committed to:

- Creating a superior teaching and learning environment
- Developing a highly-skilled workforce
- Cultivating student success
- Promoting civic responsibility
- Embracing students of all backgrounds, ages, and abilities
- Stimulating economic growth
- Fostering community engagement
- Providing cultural enrichment and lifelong learning



**AGENDA ITEM NO. 2**  
**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR**  
***INFORMATION***

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**TOPIC:** SGA Commentary

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:** ☐ ACTION/VOTE  
☒ INFORMATION  
☐ DISCUSSION

**SUMMARY:**

- **Introduction to New Campus Liaisons:** Shoutout to new student leaders at the Mueller and Dixon Hendry Campuses
- **Continued Student Engagement in 2026 Spring:** College-wide Welcome events and initiatives ensuring students' connection to resources, services, and support across all campuses:
  - Partnership with Career Services for Career Readiness Events
  - Swipe Right on Ai Event (Ai- Literacy)
  - College-Wide “Get Connected” Events
  - 8<sup>th</sup> Annual Leadership Summit
- **FCSSGA Advocacy Conference and Legislative Visits:** The FCSSGA Advocacy Conference and legislative visits at the Capitol in Tallahassee provided an opportunity to engage directly with state legislators, learn about the legislative process, and advocate for issues impacting our college students.

**ALTERNATIVE(S):** Presented by Makaria Sandlin (President of SGA)  
Back-Up - Luke Sipple (VP of SGA)

**FISCAL IMPACT:** N/A

**PRESIDENT’S RECOMMENDATION:** N/A

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SUBMITTED BY: Gracia Buzziz

DATE: 1/7/2026

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BOARD ACTION:

DATE:

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**AGENDA ITEM NO. 3**  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***RECOGNITION***

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**TOPIC:** Recognition

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUMMARY:**

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

- Retirement recognition: Michael Pelitera - recognized by John Barbieri

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SUBMITTED BY: Dr. Tim Moore

DATE: 2/11/26

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BOARD ACTION: None required

DATE: 2/24/26

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**TOPIC:** Recognition

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUMMARY:**

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

- a. Faculty Members of the Month – *Dr. Heather Belmont*
  - January 2026 – Oubideh Ramadan
  - February 2026 – Shaun Whiteman
- b. Team Member of the Month:
  - January 2026 – Joseph Lemieux – *recognized by Calvin Williams*
  - February 2026 – Gracia Buzziz – *recognized by Floralba Arbelo Marrero*

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SUBMITTED BY: Dr. Tim Moore

DATE: 2/11/26

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BOARD ACTION: None required

DATE: 2/24/26

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# Announcing the January 2026

## Faculty of the Month

**Oubideh Ramadan**

**Biological Sciences**

Today, we honor Dr. Oubideh (*pronounced “O-beta”*) Ramadan, Assistant Professor of Biological Sciences – who has been selected as the Faculty of the Month for January 2026.

Dr. Ramadan is an alumna of our college, earning her Associate in Arts degree from Indian River before transferring to FAU, where she earned her bachelor’s degree with a double major in biology and chemistry. She then attended and completed medical school at the Medical University of the Americas, earning an MD. She turned her career focus to college teaching, joining our college first as an adjunct instructor in biology in 2017, and the next year, she joined the full-time faculty. During her time at our college, Dr. Ramadan has taught a variety of biology courses – including General Biology, Microbiology, and Anatomy & Physiology. But no matter the specific discipline, each of her courses shares her personal enthusiasm, care for students, and ability to make complicated concepts easier to understand.

Faculty of the Month awards are student-nominated. I wanted to highlight a few of the comments that students made in her nomination for this award:

*“I freaking love Dr. Ramadan! She is an amazing professor and makes you feel smart, if that makes sense. OMG, and the way she teaches is incredible. Could not have asked for a better instructor.”*

*“Dr. Ramadan is a great professor! I am very grateful to have had her as a professor. I love how she uses examples for everything that she is teaching, which makes it so much easier to understand.”*

*“I absolutely LOVED Dr. Beta! She is by far my favorite professor at IRSC. She was professional but built a great rapport with her students. She was able to effectively teach the hard concepts and explain them so that I could understand. She created excellent study guides that made me feel prepared for the tests. I felt like she truly cared about my success in the class and gave me all the tools needed to succeed.”*

*“Dr. Beta was a very fun professor to have. Every lecture she taught was taught with full enthusiasm and energy. She ensured that every student understood the topic before she moved on, which allowed the content to stick to me. Additionally, she taught us ways to “study smarter, not harder”.”*

**CONGRATULATIONS DR. OUBIDEH RAMADAN!**



## TEAM MEMBER OF THE MONTH



Indian River State College

### Joe Lemieux

**Athletics and Fine Arts Student Success Advisor**

#### NOMINATION

There are employees who show up, do the work, and go home — and then there are people like Joe Lemieux. In nearly fourteen years at Indian River State College, Joe has never stopped growing, never stopped giving, and never lost sight of why we are all here: the students.

Over the past eighteen months in particular, Joe has taken on a scope of responsibility within the Athletic Department that would challenge anyone. He manages scholarship payment processing, oversees meal plan coordination and the databases that support it, tracks student-athlete progress toward graduation, and sits down with each student every single semester to work through their schedules. That last piece matters more than it might appear on paper. Those conversations are where students feel seen — where someone in this institution takes the time to say, **I am invested in where you are going**. Joe does that, consistently, for every student-athlete in his care.

What I appreciate most about Joe, though, is what happens when the job description runs out. On game days, you will find him in the stands with the t-shirt gun, making sure the fans — our community — feel the energy and enthusiasm that define The River athletics. At commencement, he is present and purposeful, helping us deliver a ceremony worthy of the moment our graduates have worked so hard to reach. He does not need to be asked. He simply shows up.

It is a privilege to recognize Joe Lemieux as Employee of the Month. He embodies what we aspire to be as an institution — committed, caring, and always focused on the success of those we serve. I am proud to have him as a member of the Indian River State College family, and I am grateful every day for the difference he makes.

*"He does not need to be asked. He simply shows up."*

*Nomination Date: February 12, 2026*

# TEAM MEMBER OF THE MONTH

**February 2026**

**Gracia Buzziz**

*Director of Student Experience, Student Life*

Massey Campus, Fort Pierce

Indian River State College is proud to recognize Gracia Buzziz as Team Member of the Month for February 2026. Gracia exemplifies what it means to put student success first through her unwavering dedication, exceptional service, and tireless work ethic.

Since joining The River in May 2023, Gracia has demonstrated remarkable professional growth and commitment to the college. Beginning as a Student Engagement Specialist, she advanced to Coordinator of Student Engagement in January 2024, and was promoted to her current role as Director of Student Experience in July 2024. With nearly three years of service, Gracia's advancement reflects her exceptional abilities and dedication to our students.

## **A Student-Centered Leader**

As Director of Student Experience, Gracia consistently demonstrates her commitment to creating the best possible learning environment for our students. Her active participation on the Staff Senate showcases her dedication to college-wide improvement, while her collaborative spirit is evident in her work on various initiatives.

What truly sets Gracia apart is her willingness to go above and beyond her regular duties. She is always the first to offer assistance to other departments, creating a culture of cooperation that benefits the entire college community. Her caring and supportive approach ensures that students feel valued and heard, which directly contributes to their success.

Gracia has consistently shown that her priority is to always cultivate an environment and experience that will create lasting memories for our students. Through her work and events, she goes above and beyond to provide meaningful on-campus events and

experiences for students, greatly contributing to the college's goals of improving student relations, student life, and retention. Anyone who speaks with Gracia will recognize very quickly that the initiatives and work she takes on, she does for the students.

### **Embodying The River's Mission**

Gracia's student-centered philosophy and tireless work ethic make her the embodiment of The River's mission. Her positive influence extends throughout the campus, inspiring colleagues and enhancing the educational journey of countless students. She brings a unique blend of creative expertise combined with a genuine passion for student affairs, enabling her to develop innovative programming strategies that resonate with our diverse student population.

**For her outstanding dedication to student success, her collaborative spirit, and her embodiment of The River's values, Gracia Buzziz is most deserving of recognition as Team Member of the Month. Congratulations, Gracia!**

**Nominated by: Kathleen Walter**



**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***ACTION***

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**TOPIC:** Request approval of the January 27, 2026 Board of Trustees Meeting Minutes

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**      X   **ACTION/VOTE**  
                                        **INFORMATION**  
                                        **DISCUSSION**

**SUMMARY:** Request approval of the January 27, 2026 Board Meeting Minutes.

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SUBMITTED BY: Dr. Timothy Moore

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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**INDIAN RIVER STATE COLLEGE  
DISTRICT BOARD OF TRUSTEES**

**REGULAR MEETING**

**January 27, 2026**

The regular meeting of the District Board of Trustees of Indian River State College was held on January 27, 2026, beginning at 1:00 PM in the Board Conference Room, A301 in the Ben L. Bryan Administration Building at the Indian River State College Massey Campus in Fort Pierce, FL.

**REGULAR MEETING**

**Those present:**

**Christa Luna, Okeechobee County, presiding  
Susan Caron, St. Lucie County  
Jose Conrado, Indian River County  
Anthony George, Martin County  
Melissa Kindell, Okeechobee County**

**ATTENDANCE**

**Absent:**

**Vicki Davis, Martin County  
J. Brantley Schirard, St. Lucie County  
Milo Thornton, Indian River County**

**Also Present:**

**Timothy E. Moore, Ph.D., President  
Mark Neuberger, General Counsel  
Suzanne Parsons, Executive Manager**

**Others present:**

**Heather Belmont, Vice President of Academic Affairs**

**Angela Browning, Vice President of Research &  
Governmental Relations**

**Beth Gaskin, Vice President for Student Success**

**Edith Pacacha, Vice President of Administration &  
Finance, CFO**

**Don Bergmann, Chief of Campus Safety**

**Vonrick Alexander, Associate Vice President of  
Finance**

**Emily Mass, Associate Vice President of Recruitment  
& Admissions**

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

**Andrew Treadwell, Associate Vice President of  
Government & Community Relations**

**Calvin Williams, Associate Vice President of Advising  
and Career Services**

**Mia Tignor, Associate Vice Provost of Academic  
Affairs**

**Scott Kimmelman, Athletic Director**

**Lou Caprino, Executive Dean of Public Services**

**Anthony Dribben, Executive Dean of Math & Science**

**Stephanie Etter, Executive Dean of Adult and  
Continuing Education**

**Patty Gagliano, Executive Dean of Health & Human  
Services**

**Ann Hubbard, Associate Dean of Health Sciences**

**Rosemarie Mason, Associate Dean of Nursing**

**Adriene Jefferson, Dean of Northwest Center, and  
Equity Officer, Title IX Coordinator**



**Tiffany Lewis, Associate Dean of Mathematics**

**Victoria Ortiz-Lucas, Chief Budget Officer**

**Lisa Davenport, Executive Director/Principal –**

**Indiantown High School**

**Leslie Judd, Executive Director/Principal –**

**Clark Advanced Learning Center**

**Annette Bracero, Director of Financial Aid**

**Kathleen Walter, Public Relations Manager**

**Damara Holtman, Faculty**

**Tracie Pacheco, Faculty**

**Azzam Abdur-Rahman, Staff**

**Maureen Bennett, Staff**

**Gracia Buzziz, Staff**

**Antonia Geremus, Staff**

**Giovanni Barbieri, Staff**

**James Crocco, Staff**

**Luisa Garrett, Staff**

**Brianne Hutchinson, Staff**

**Hudson Lana, Staff**

**Alison Lopez-Ramirez, Staff**

**Laura Midkiff, Staff**

**Frances Rowles, Staff**

**Nichole Rummo, Staff**

**Rebecca Shearer, Staff**

**Praveen Toteja**

**Sandra Nelson & family, Retiree**

**Chair Luna called the meeting to order at 1:00 PM**

**CALL TO ORDER**

**and led the Pledge of Allegiance.**

Beth Gaskin recognized Sandra Nelson on her retirement.

Sandra has served the College for over 15 years as the Registrar.

President Moore and the Board congratulated Sandra on her retirement and wished her all the best.

Stephanie Skidmore, Associate Athletic Director, Joe DellaRocca, Sion Brinn and Erin Ergle recognized the Softball, Women's Swim & Dive and Volleyball teams. The teams were named academic all-stars for achieving the highest grade point average (GPA) of 3.51 for any athletic team at the College during the Fall 2025 semester.

The "Skull Award" recognizes the importance of academic achievements for athletes. The award is a testament to the athletes' camaraderie, competitive spirit, and dedication to student success.

President Moore and the Board congratulated all the team members on their accomplishments and presented them with the "Skull Award".

**RECOGNITION  
RETIREMENT  
RECOGNITION FOR  
SANDRA NELSON – 15  
YEARS OF SERVICE**

**PRESENTATION OF THE  
ACADEMIC ALL-STARS  
"SKULL AWARD" TO THE  
SOFTBALL, WOMEN'S  
SWIM & DIVE AND  
VOLLEYBALL TEAM**

Dr. Heather Belmont and Makaria recognized the following Faculty Members of the Month:

**FACULTY MEMBERS OF THE MONTH**

- September 2025 – Dr. Kyle Bartow (*unable to attend*)
- October 2025 – Tracie Pacheco
- November 2025 – Dr. Bryan Reuther (*unable to attend*)
- December 2025 – Damara Holtman

President Moore, Dr. Belmont, Makaria and the Board congratulated all the faculty members on their accomplishments and presented them with their awards.

Troy Shearer recognized the following Team Member of the Month:

**RECOGNITION - TEAM MEMBER OF THE MONTH**

- December 2025 – Alison Lopez-Ramirez

**DECEMBER 2025 – ALISON LOPEZ-RAMIREZ**

President Moore and the Board congratulated Alison on her accomplishments and re-presented her with her Team Member of the Month Challenge Coin.

Chair Luna requested a motion to approve the minutes of the November 18, 2025 Board Meeting.

**REQUEST APPROVAL OF THE NOVEMBER 18, 2025 BOARD MEETING MINUTES  
MOTION TO APPROVE THE NOVEMBER 18, 2025 BOARD MEETING MINUTES**

On a motion by Susie Caron, seconded by Tony George, and passed by the Board, the minutes of the November 18, 2025 Board Meeting were approved.

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

**OPEN TO PUBLIC  
COMMENT**

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

**PRESIDENT'S REPORT**

- Former employee, Vernon Floyd, passed away this month
- Board Chair & Dr. Moore traveling to Tallahassee tomorrow
- Dr. Moore serving on Florida Transportation Research Institute committee with 4 other university presidents.
- Should receive \$900,000 grant for Ballistic Center
- David Bellavia participated in the Purple Cane event on January 17<sup>th</sup> and then attended the USA Team Handball Commander-in-Chief Tournament – Army vs. Air Force. Of course Army won.
- Project Blanton still moving forward – receiving tax credits from the State.
- Other projects moving forward with the medical school

- Thank you for what you do.

Chair Luna thanked Dr. Moore for leading the team on a successful Fall 2025 Commencement Ceremony for over 2,300 students.

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

## CALENDAR OF EVENTS

Dr. Hageloh presented the Strategic Initiatives Update:

## STRATEGIC INITIATIVES

- 2026 will be a Banner year, unfortunately without Jenna Bluedorn

Dr. Michael Hageloh turned the presentation over to Praveen Toteja to provide an ERP update.

Praveen reviewed the Project Plan Go Live dates. We have built partnerships with other vendors to partner with us – Cognizant, Ellucian, ADP and eEvolution. He also looked at the Data Warehouse which houses our student data. The training plan schedule was also reviewed.

Dr. Michael Hageloh discussed the Budget with Personnel included for the period of FY26 – FY31. Praveen has also been able to negotiate contractual savings over \$10,106,733.

Dr. Heather Belmont and Dr. Mia Tignor presented to the Board, for its information, a Learning Resources Report.

## **LEARNING RESOURCES REPORT**

Tony George reported on the Finance Committee Meeting held earlier in the day.

## **FINANCE COMMITTEE MEETING REPORT**

On a motion by Tony George, seconded by Susie Caron and passed by the Board, the following Finance Committee Meeting items were approved:

## **MOTION ON FINANCE COMMITTEE MEETING ITEMS**

1. 2025/26 Budget Amendment No. 4 & 5
2. Fee changes for per-course laboratory, insurance, or testing fees to be effective Summer and/or Fall, 2026
3. Fees for leasing simulation and laboratory space and associate equipment at the Pruitt Campus School of Nursing
4. EHR Evolution additional Statements of Work for the Master Professional Services Agreement:
  - a. #02525\_6\_R1 - Indian River State College SOW-Workday Support Renewal
  - b. #02525\_11\_R1 – Indian River State College DegreeWorks\_Scribe Renewal

2025/26 BUDGET  
AMENDMENTS NO. 4 & 5  
FEE CHANGES FOR PER  
COURSE LAB,  
INSURANCE, OR TESTING  
FEES EFFECTIVE  
SUMMER AND/OR FALL,  
2026  
FEES FOR LEASING  
SIMULATION & LAB  
SPACE & ASSOCIATE  
EQUIPMENT AT PRUITT  
SCHOOL OF NURSING  
  
EHR EVOLUTION  
ADDITIONAL  
STATEMENTS OF WORK  
FOR MASTER PROF  
SERVICES AGREEMENT  
  
#02525\_6\_R1 IRSC SOW-  
WORKDAY SUPPORT  
RENEWAL  
  
#02525\_11\_R1 – IRSC  
DEGREEWORKS\_SCRIBE  
RENEWAL

c. #02525_13 – Indian River State College Data Validation Support	#02525_13 – IRSC DATA VALIDATION SUPPORT
d. #02525_14 – Indian River State College ADP PM	#02525_14 – IRSC ADP PM
5. Condensed Financial Report and Highlights for October and November, 2025 ( <i>information only</i> )	CFR & HIGHLIGHTS AS OF OCTOBER AND NOVEMBER, 2025 ( <i>INFORMATION ONLY</i> )
Jose Conrado reported on the Academic Affairs & Charter Schools Governance Committee Meeting held earlier in the day.	ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING
On a motion made by Jose Conrado, seconded by Melissa Kindell and passed by the Board, the following Academic Affairs & Charter Schools Governance Committee Meeting items were approved:	MOTION ON ACADEMIC AFFAIRS & CHARTER SCHOOLS GOVERNANCE COMMITTEE MEETING ITEMS
1. 2024/25 School Year Recognition Funds Dispersal Plan for the Clark Advanced Learning Center	2024/25 SCHOOL YEAR RECOGNITION FUNDS DISPERSAL PLAN FOR CLARK ADVANCED LEARNING CENTER
2. 2025/26 Services Agreement between the Boys & Girls Club of Martin County and Clark Advanced Learning Center	2025/26 SERVICES AGREEMENT BETWEEN BOYS & GIRLS CLUB OF MARTIN CO & CLARK ADVANCED LEARNING CENTER
3. Agreement for Services with Centegix for Indiantown High School	AGREEMENT FOR SERVICES FOR CENTEGIX FOR INDIANTOWN HS

**4. Summary Report of Fiscal Year 2025 Audited**

**Financial Statements:**

- a. Clark Advanced Learning Center**
- b. Indiantown High School**

**Jose Conrado reported on the Strategic Planning Committee Meeting held earlier in the day.**

**On a motion made by Jose Conrado, seconded by Tony George, and passed by the Board, the following Strategic Planning Committee Meeting were approved:**

- 1. Draft Framework for the 2026-29 Strategic Plan.**

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

**On a motion made by Susan Caron, seconded by Jose Conrado, and passed by the Board, the following Facilities Committee Meeting items were approved:**

- 1. Letter of Intent and Memorandum of Understanding with Venergy Group, LLC to establish a public-private partnership in support of the development of a new Department of Veterans Affairs (VA) outpatient clinic at the Mueller Campus in Vero Beach**

**SUMMARY REPORT OF FY 2025 AUDITED FINANCIAL STATEMENTS FOR CLARK ADVANCED LEARNING CENTER AND INDIANTOWN HIGH SCHOOL**

**STRATEGIC PLANNING COMMITTEE MEETING REPORT**

**MOTION ON STRATEGIC PLANNING COMMITTEE MEETING ITEMS**

**DRAFT FRAMEWORK FOR THE 2026-29 STRATEGIC PLAN**

**FACILITIES COMMITTEE MEETING REPORT**

**MOTION ON FACILITIES COMMITTEE MEETING ITEMS**

**LOI & MOU W/VENERGY GROUP, LLC TO ESTABLISH A P3 IN SUPPORT OF THE DEVELOPMENT OF A NEW DEPT OF VA OUTPATIENT CLINIC AT THE MUELLER CAMPUS IN VERO BEACH**



- |  |  |
|--|--|
| <p>2. First Amendment to the Lease Agreement<br/>between Martin County Board of County<br/>Commissioners and the District Board of<br/>Trustees of Indian River State College</p> <p>3. Notice of Award and Construction Agreement<br/>to Paul Jacquin &amp; Sons Inc. for RFP #25/26-05<br/>for Phase III of the N Building, Science Center<br/>remodeling project on the Massey Campus</p> <p>4. Construction Agreement with Charles Perry<br/>Partners, Inc. for the Pruitt Campus</p> <p>5. Change Orders:</p> <p style="padding-left: 40px;">a. Advanced Roofing Inc. Change Order<br/>#0001 – IRSC Massey Campus, ES Child<br/>Development Center Roof</p> <p style="padding-left: 40px;">b. Advanced Roofing Inc. Change Order<br/>#0001 – IRSC Massey Campus, Library –<br/>Roof K (Lower Roof), Scope Change 25_R-<br/>072</p> <p>6. Independent Contractor Agreements:</p> <p style="padding-left: 40px;">a. BMS Cat, LLC</p> <p style="padding-left: 40px;">b. Fitzpatrick Plumbing</p> <p style="padding-left: 40px;">c. Gerelcom Inc.</p> <p style="padding-left: 40px;">d. Precision Automation Inc.</p> | <p><b>1<sup>ST</sup> AMENDMENT TO THE<br/>LEASE AGREEMENT<br/>BETWEEN MARTIN CO.<br/>BOCC AND THE DBOT OF<br/>IRSC</b></p><br><p><b>NOTICE OF AWARD &amp;<br/>CONSTRUCTION<br/>AGREEMENT TO PAUL<br/>JACQUIN &amp; SONS INC<br/>FOR RFP #25/26-05 FOR<br/>PHASE III OF THE N<br/>BLDG, SCIENCE CTR<br/>REMODELING PROJECT<br/>CONSTRUCTION AGRMT<br/>WITH CHARLES PERRY<br/>PARTNERS INC AT<br/>PRUITT<br/>CHANGE ORDERS:</b></p><br><p><b>ADVANCED ROOFING INC<br/>CHANGE ORDER #0001 –<br/>MASSEY CAMPUS, ES<br/>CHILD DEVELOPMENT<br/>CENTER ROOF</b></p><br><p><b>ADVANCED ROOFING INC<br/>CHANGE ORDER #0001 –<br/>MASSEY CAMPUS,<br/>LIBRARY ROOF K (LOWER<br/>ROOF, SCOPE CHANGE<br/>25_R_072</b></p><br><p><b>INDEPENDENT<br/>CONTRACTOR AGRMTS<br/>BMS CAT, LLC</b></p><br><p><b>FITZPATRICK PLUMBING</b></p><br><p><b>GERELCOM INC.</b></p><br><p><b>PRECISION AUTOMATION<br/>INC.</b></p> |
|--|--|

e. Sign On, LLC	SIGN ON, LLC
f. Sunshine Premier Builders, LLC	SUNSHINE PREMIER BUILDERS, LLC
g. Trane U.S. Inc. (Chastain Campus)	TRANE U.S. INC. (CHASTAIN CAMPUS)
h. Trane U.S. Inc. (Massey Campus)	TRANE U.S. INC. (MASSEY CAMPUS)
i. Trane U.S. Inc. (Pruitt Campus)	TRANE U.S. INC. (PRUITT CAMPUS)
j. UES Professional Solutions LLC	UES PROFESSIONAL SOLUTIONS LLC
7. Updates <i>(information only)</i>	UPDATES
a. Appraisal for Edwards Road parcel for unsolicited bid	APPRAISLA FOR EDWARDS RD PARCEL FOR UNSOLICITED BID
b. Surplus Property Bids	SURPLUS PROPERTY BIDS
8. Campus Safety Update <i>(information only)</i>	CAMPUS SAFETY UPDATE <i>(INFORMATION ONLY)</i>
Chair Luna requested a motion on the Consent Items.	CONSENT ITEMS
On a motion by Tony George, seconded by Susie Caron, and passed by the Board, the following Consent Items were approved:	MOTION ON CONSENT ITEMS
a. Clinical Affiliation Agreements:	CLINICAL AFFILIATION AGREEMENTS
1. First Amendment to Affiliation Agreement with Delray Medical Center, Inc., d/b/a Palm Beach Health Network	
2. Prime PT & Wellness	

3. Donato A. Viggiano, M.D., P.A., d/b/a Treasure Coast Plastic Surgery	
4. VNA of the Treasure Coast	
b. Independent Contractor Agreements:	<b>INDEPENDENT CONTRACTOR AGREEMENTS</b>
1. ACRO Service Corp	
2. Julie Neisler, Digital Promise	
3. United Food Truck LLC	
c. Instructure Order Form for Instructure Credentials Innovator Certification Program and Canvas Certified Technical Administrator Certification Bundle	<b>INSTRUCTURE ORDER FORM FOR INSTRUCTURE CREDENTIALS INNOVATOR CERTIFICATION PROGRAM &amp; CANVAS CERTIFIED TECH ADMIN CERTIFICATION BUNDLE</b>
d. Instructure Order Form for Canvas Catalog Implementation Bundle, Canvas Cloud Subscription Short Courses and Canvas Catalog Cloud Subscription	<b>INSTRUCTURE ORDER FORM FOR CANVAS CATALOG IMPLEMENTATION BUNDLE, CANVAS CLOUD SUBSCRIP SHORT COURSE &amp; CANVAS CATALOG CLOUD SUBSCRIPTION</b>
e. Interlocal Agreement with St. Lucie County for the CDL Training Site	<b>INTERLOCAL AGREEMENT W/SLC FOR THE CDL TRAINING SITE</b>
f. Memoranda of Understanding with RiteLife Services, Inc. and Tykes and Teens Children's Mental Health	<b>MOU W/RITELIFE SERVICES, INC. &amp; TYKES &amp; TEENS CHILDREN'S MENTAL HEALTH</b>
g. Memorandum of Understanding with Bastogne, Inc.	<b>MOU W/BASTOGNE, INC.</b>

h. Memorandum of Understanding with Southern New Hampshire University	MOU W/SOUTHERN NEW HAMPSHIRE UNIVERSITY
i. OpenEDG Education Partner Program Agreement	OPENEDG EDUCATION PARTNER PROGRAM AGREEMENT
j. Operation Agreement between Indian River State College District Board of Trustees and the City of Fort Pierce for the School Resource Officer Program	OPERATION AGREEMENT BETWEEN IRSC DBOT AND THE CITY OF FORT PIERCE FOR THE SCHOOL RESOURCE OFFICER PROGRAM
k. Property Surplus & Inventory Write-off	PROPERTY SURPLUS & INVENTORY WRITE-OFF
l. Revisions to Dual Enrollment Agreement with Florida Virtual School	REVISIONS TO DUAL ENROLLMENT AGREEMENT WITH FLORIDA VIRTUAL SCHOOL
m. Services Agreement ITN #24/25-33 with Compass Group USA, Inc.	SERVICES AGREEMENT ITN #24/25-33 WITH COMPASS GROUP USA, INC.
n. Student Teaching Agreement between North County Charter School and IRSC	STUDENT TEACHING AGREEMENT BETWEEN NORTH COUNTY CHARTER SCHOOL AND IRSC
o. Full-Time Appointments	FULL-TIME APPOINTMENTS
p. Retirements	RETIREMENTS
q. Separations of Service	SEPARATIONS OF SERVICE
r. Regular Part-Time Appointments	REGULAR PART-TIME APPOINTMENTS
s. Part-Time Temporary Non-Instructional Appointments	PART-TIME TEMPORARY NON-INSTRUCTIONAL APPOINTMENTS

- t. Part-Time Instructional Certifications  
(College Credit, College Credit S/U; ABE; GED  
Vocational Credit; Vocational Supplemental;  
and Vocational Preparatory)

**PART-TIME  
INSTRUCTIONAL  
CERTIFICATIONS**

There being no further business, the meeting  
adjourned at 3:08 PM.

**ADJOURNMENT**

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Christa Luna  
Chairperson

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Timothy E. Moore, Ph.D.  
Secretary

**DISTRICT BOARD OF TRUSTEES****SUMMARY OF ITEM FOR  
OPEN TO PUBLIC COMMENT****IRSC BOARD POLICY 0169.1 – PUBLIC PARTICIPATION AT BOARD MEETINGS**

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

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

**Definitions**

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

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

Propositions do not include the following:

- A. an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Board to act;
- B. an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- C. a meeting that is exempt from F.S. 286.011 (the Public Meetings Law); or
- D. a meeting at which the Board is sitting in its quasi-judicial capacity.

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

**Designated Public Input Period**

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

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

**Requirements When Providing Public Input**

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

- A. Individuals desiring to provide public input must complete a public input form with their name and identify the proposition or matter on which the individual desires to speak.
- B. Individuals will be given the opportunity to speak in the order in which their form is received.
- C. Each individual speaker shall be allotted up to a total of three (3) minutes. The time period may be adjusted by the presiding officer.
- D. Individuals who have filled out the Board's public input form may not delegate their allotted time to speak to other individuals.
- E. If the number of individuals signed up to provide public input exceeds the number of minutes designated for public input, the total allotted time for public input may be prorated evenly among all individuals who have completed a public input form.
- F. Rather than all members of groups or factions desiring to speak on a particular matter at meetings in which a large number of individuals wish to be heard, the Board encourages representatives of such groups or factions to address the matter in their representative capacity.
- G. Individuals may not utilize any demonstrative aids when providing public input.

**Additional Rules of Decorum and Conduct**

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

The presiding officer shall be guided by the following rules:

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

## AGENDA ITEM NO. 6

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

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

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

1. No obstructions are created between the Board and the audience.
2. No interviews are conducted in the meeting room while the Board is in session.
3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

E. The presiding officer may:

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

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

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

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

3. stop, interrupt, or warn an individual when a statement is not related to a proposition before the Board;
4. stop, interrupt, or warn an individual when the individual shouts, uses profanity, causes a disruption to the Board's ability to maintain orderly conduct and proper decorum, or engages in conduct that constitutes a violation of F.S. 877.13;
5. request any individual to stop speaking and/or leave the meeting when that person fails to adhere to the Board's rules of decorum and conduct; and
6. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.



## **AGENDA ITEM NO. 6**

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

Effective 11/1/23

Revised 6/24/25

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DISTRICT BOARD OF TRUSTEES

SUMMARY OF ITEM FOR  
*PRESIDENT'S REPORT*

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**TOPIC:** President's Report

**SUMMARY:**

Monthly President's Report:

- a. President's Update
- b. Calendar of Events for March 2026

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SUBMITTED BY: Dr. Tim Moore

DATE: 2/24/26

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BOARD ACTION: None required

DATE: 2/24/26

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**Indian River**  
State College

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***INFORMATION***

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**TOPIC:** Strategic Initiatives

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:** ☐ ACTION/VOTE  
☒ INFORMATION  
☐ DISCUSSION

**SUMMARY:**

**ALTERNATIVE(S):** N/A

**FOR CONTRACTS:** N/A

**PRESIDENT'S RECOMMENDATION:** N/A

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SUBMITTED BY: Dr. Michael Hageloh

DATE: 1/7/26

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BOARD ACTION: None Required

DATE: 1/27/26

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**AGENDA ITEM NO. 9**  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*ACTION, INFORMATION, DISCUSSION*

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**TOPIC:** Foundation Update

**REGULAR AGENDA OR COMMITTEE:** Finance Committee

**SUBMITTED FOR:**    ☐ ACTION/VOTE  
                                 ☒ INFORMATION  
                                 ☐ DISCUSSION

**SUMMARY:** Financial update from the Indian River State College Foundation.

**ALTERNATIVE(S):**

**FISCAL IMPACT:**

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY: VP of Institutional Advancement, Annabel Robertson    DATE: 2.10.2026

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BOARD ACTION:

DATE:

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**AGENDA ITEM NO. 10**  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***ACTION, INFORMATION, DISCUSSION***

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**TOPIC:** Campus Safety Update

**REGULAR AGENDA OR COMMITTEE:** Regular agenda

**SUBMITTED FOR:**    ☐ **ACTION/VOTE**  
                                  ☒ **INFORMATION**  
                                  ☐ **DISCUSSION**

**SUMMARY:**

To provide the District Board of Trustees an update on Campus Safety.

**ALTERNATIVE(S):** n/a

**FISCAL IMPACT:** n/a

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY:    Don Bergman

DATE: 02/24/2026

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BOARD ACTION:

DATE:

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Presented by Chief Donald Bergmann

# PUBLIC SAFETY UPDATES



Indian River  
State College



# STRATEGIC INTEGRATION

**Objective: Transition to a full-service Police Department with both sworn officers and security personnel.**

1. Presented to the Foundation on February 23, 2026, to request funding
2. Drafted a Resolution to designate Public Safety as a Police Department.
3. Tentatively identified a permanent location for Public Safety & Security in the old Child Daycare Center.
4. Working with IT to replace some video surveillance cameras and add cameras to the KSU and Public Safety Training Center, Chastain Campus.



The logo for omnigo, featuring the word "omnigo" in a bold, blue, sans-serif font. A small graphic of three overlapping triangles (blue, green, and white) is positioned to the right of the letter 'o'.The logo for PowerDMS, featuring the word "Power" in a dark blue, sans-serif font and "DMS" in a lighter blue, sans-serif font. The letter 'P' in "Power" is stylized with a blue circle around it.

# TECHNOLOGY INFRASTRUCTURE

**Objective:** Invest in technology infrastructure and necessary software programs.

**Current Projects:**

1. Omnigo, a Records Management System that is integrated with Computer Aided Dispatch, and Video Surveillance.
2. Power DMS, a compliance and accreditation management platform.
3. Mission essential components of a professional Public Safety Department.

**Built on the Foundation of:**

1. Investment in IT infrastructure, software, and hardware.
2. Funding for equipment, installation, and integration.





**AGENDA ITEM NO. 11**  
**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***ACTION, INFORMATION, DISCUSSION***

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**TOPIC:** 2026 Legislative Session Update

**REGULAR AGENDA OR COMMITTEE:**

**SUBMITTED FOR:**    ☐ **ACTION/VOTE**  
                                  ☒ **INFORMATION**  
                                  ☐ **DISCUSSION**

**SUMMARY:**

To provide the District Board of Trustees an update on the Indian River State College/Florida College System priorities heading into the 2026 Legislative Session. Update will include House and Senate budgetary outlook/timeline, and bill tracking updates.

**ALTERNATIVE(S):**    n/a

**FISCAL IMPACT:**    n/a

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY:    Andrew Treadwell

DATE: 02/05/2026

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BOARD ACTION:

DATE:

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**Indian River**  
State College

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** Finance Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                            INFORMATION  
                                            DISCUSSION

**SUMMARY:**

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

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COMMITTEE RECOMMENDATION: Trustee Tony George

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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**Indian River**  
State College

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***INFORMATION***

---

**TOPIC:** Academic Affairs & Charter Schools Governance Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                            INFORMATION  
                                            DISCUSSION

**SUMMARY:**

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

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COMMITTEE RECOMMENDATION: Trustee Jose Conrado

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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**Indian River**  
State College

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
***ACTION***

---

**TOPIC:** Strategic Planning Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                            INFORMATION  
                                            DISCUSSION

**SUMMARY:**

Did not meet

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COMMITTEE RECOMMENDATION: Trustee Jose Conrado

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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**Indian River**  
State College

**DISTRICT BOARD OF TRUSTEES**

SUMMARY OF ITEM FOR  
*ACTION*

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**TOPIC:** Facilities Committee Meeting Report

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                            INFORMATION  
                                            DISCUSSION

**SUMMARY:**

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

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COMMITTEE RECOMMENDATION: Trustee Susan Caron

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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**Indian River  
State College**

**DISTRICT BOARD OF TRUSTEES**

**SUMMARY OF ITEM FOR  
*ACTION***

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**TOPIC:** Care Security Systems Agreement with IRSC for security camera repairs across all campuses

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

**SUBMITTED FOR:**      X   **ACTION/VOTE**  
                                            **INFORMATION**  
                                            **DISCUSSION**

**SUMMARY:**

Independent Contractor Agreement with Care Security Systems for security repairs across all campuses.

**ALTERNATIVE(S):**

**FOR CONTRACTS:**

1. **TERM:**            11/14/2025 – 6/30/2026
2. **FISCAL IMPACT:** \$20,000
3. **TERMINATION TERMS:** Expires 6/30/26

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY: Jason Hazellief

DATE: 2/24/26

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BOARD ACTION:

DATE: 2/24/26

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# Indian River State College

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

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

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

WHEREAS **Care Security Systems** (the "Contractor") having a principal place of business at **618 E. South St. Suite 500 Orlando, FL 32801 USA** is qualified to provide the services required by the College.

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

1. **Scope of Services.** The Contractor shall perform services as follows: **Open agreement to provide 1 service tech to troubleshoot down cameras** to be provided in accordance with the Contractor's Proposal dated **11/14/2025** **[Based on Proposal # 84490]** attached hereto and marked as **Exhibit A**. The Contractor will provide the services consistent with generally accepted industry standards for the Contractor's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement. Services will only be performed as scheduled by the College.
2. **Schedule.** The College and the Contractor agree that the services shall be provided at the following mutually agreed locations and times, or as agreed to in writing by the parties after the approval of this Agreement: **IRSC 3209 Virginia Avenue Fort Pierce, FL 34981**
3. **Term.** The provision of services under this Agreement shall commence on **Full Execution of this Agreement**, and will terminate on **6/30/2026**; however, under no circumstances will the Term exceed one fiscal year from the commencement date. The Contractor understands and agrees that the College has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
4. **Remuneration.** The Contractor's fee the College is obligated to pay for the services rendered under this Agreement is as follows: **Twenty-Thousand and No/100 Dollars (\$20,000.00)** and under no circumstances whatsoever shall the fee exceed, **Twenty-Thousand and No/100 Dollars (\$20,000.00)**. The College shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the College's Accounts Payable office. Such invoice shall be submitted to the site administrator to be forwarded to Accounts Payable and the Contractor's W-9 form.
5. **Invoicing Requirements.** The Contractor shall furnish the following information within invoices that are submitted for request for payment to the College:
  - a. Dates of which services were rendered
  - b. Detailed description of the services or activities performed
  - c. All 'Other Direct Expenditures' shall include-vendor name, expense type, expense description, and date of expense.
6. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the College. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the College and the College shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this agreement. The parties agree that the College will not:
  - a. Require the Contractor to work exclusively for the College; and
  - b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. The Contractor warrants and represents that the deliverable items are original and have not heretofore been published; that the items do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever; and that Contractor agrees to indemnify and hold harmless the College against any claim of infringement of the deliverable items or any portion thereof or for any patent, copyright, trade secret or other proprietary rights of third parties.
- b. All of the items prepared for or submitted to the College by the Contractor under this Agreement shall belong exclusively to the College and with respect to the copyrightable materials shall be deemed to be works made for hire; and with respect to other ideas or inventions agrees to assign all right, title and interest to the College.
- c. No license or right is granted to the Contractor either expressly or by implication or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform, any of such items, except pre-existing materials of the Contractor, either during or after the term of this Agreement.

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

Contractors Authorized Contact for Agreement

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

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

**Care Security Systems**

Contractor/Vendor/Supplier Name

*Justin Parish*

\_\_\_\_\_  
Signature

**Justin Parish, Director of Sales**

\_\_\_\_\_  
Name and Title

**9 Hemion Rd**

\_\_\_\_\_  
Address

**Montebello, New York 11901**

\_\_\_\_\_  
City, State, Zip

**11-2974370**

\_\_\_\_\_  
Unique Entity ID (sam.gov) or Tax ID

**1-23-2026**

\_\_\_\_\_  
Date

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

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

RECOMMENDED BY:

Jason Hazellief  
Administrator's Signature

Jason Hazellief Director of Technology Operations  
Name and Title

Institutional Technology  
College/Department

1/27/26  
Date

APPROVED BY:

[Signature]  
Dr. Timothy Moore, President

2/9/26  
Date

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

**Care Security Systems Inc**

618 E. South St.  
Suite 500  
Orlando, FL 32801  
+1 386 361 7211  
[www.caresecuritysystems.com](http://www.caresecuritysystems.com)



**CARE  
SECURITY  
SYSTEMS**

**Proposal**

Proposal Date	Proposal #
11/14/2025	84490

**Bill To:**

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

**Service Location:**

Indian River State College  
3209 Virginia Avenue  
Fort Pierce FL 34981

**Contract Details****OPEN PO for Down Cameras****Scope of Work:**

Care Security Systems will provide (1) Service Tech to troubleshoot down cameras. This is a not to exceed \$20,000.00 Contract.

As per our

CSS-SSTS Service Senior Technical Staff

GSA Pricing is 140.18 per hour, but we are reducing the rate to 132 per hour .

All work will be billed against this open purchase order.

As per GSA 47QSWA19D0088

**Please Note:**

- IRSC will be required to provide a lift for any camera out of standard ladder height.
- Genetec login for camera system required for technician.
- Pole cameras that have existing conduit, if within specified distance, game changer cable will be ran.

**Payment Terms:**

Care will only bill the hours used on project. Any hardware needed, an estimate will be sent to show the cost prior to care billing against this open purchase order.

All prices are subject to change. This estimate is valid for 30 days, excluding tariff increase.

Please note: Recent global market volatility, material pricing, and supply chain issues have increased. If such substantial disruptions of material or timeline for products are realized, Care Security Systems Inc. reserves the right to communicate such changes and adjust material pricing and timelines based on these variables.

Part #	Description	Qty	Unit Amount	Total
MISC	NOT TO EXCEED \$20,000.00	1	\$20,000.00	\$20,000.00

Licensed by the New York State Department of State - License# 12000107404  
New Jersey Burglar Alarm, Fire Alarm and Locksmith Business License #34AL00001800  
Florida - License # EF20001747

# Care Security Systems Inc

618 E. South St.  
Suite 500  
Orlando, FL 32801  
+1 386 361 7211

[www.caresecuritysystems.com](http://www.caresecuritysystems.com)



**CARE  
SECURITY  
SYSTEMS**

## Proposal

Proposal Date	Proposal #
11/14/2025	84490

**Bill To:**

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

**Service Location:**

Indian River State College  
3209 Virginia Avenue  
Fort Pierce FL 34981

Part #	Description	Qty	Unit Amount	Total
				Subtotal: \$20,000.00

Subtotal:		\$20,000.00
Sales Tax:		\$0.00
Estimate Total:		<b>\$20,000.00</b>
<hr/>		
<u>Justin Parish</u>	1-23-2026	
Representative Signature	Date	Customer Signature
		Date

Licensed by the New York State Department of State - License# 12000107404  
New Jersey Burglar Alarm, Fire Alarm and Locksmith Business License #34AL00001800  
Florida - License # EF20001747



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**TOPIC:** Level Agency retainer contract renewal. Renewal only, no term changes from current contract. Carrying us into FY27.

**REGULAR AGENDA OR COMMITTEE:** Regular, consent agenda

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                        INFORMATION  
                                        DISCUSSION

**SUMMARY:** This is an amendment to allow our current Level Agency contract (which was won through RFP last year) continue into FY27. This agency support is critical in allowing us to generate over 800 leads for current students this year, launch the cosmetology salon to its best year on record, and build creative experiences that generate brand awareness in our community.

No terms have changed from the previous contract.

**ALTERNATIVE(S):** N/A

**FOR CONTRACTS:**

1. **TERM:** Annual
2. **FISCAL IMPACT:** \$400,000
3. **TERMINATION TERMS:** 30 days written notice for cancellation

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY:     Dr. Michael Hageloh

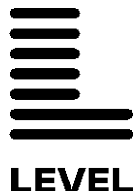
DATE: 2/24/26

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BOARD ACTION:

DATE:

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## AMENDMENT TO SERVICES AGREEMENT

ITN# 24/25-31

This AMENDMENT ("Amendment"), dated \_\_\_\_\_ is made by and between **Level Interactive, Inc. d/b/a Level Agency**, a Pennsylvania corporation (the "**Contractor**") and **Indian River State College, Florida (the "College")** and serves to amend the Service Agreement ("Agreement") entered into by and between Level Agency and Client that was last signed on May 27, 2025 for certain marketing services as described in the Agreement, as amended by any prior amendments. Intending to be legally bound hereby, the parties agree to amend the Agreement as follows:

1. **Conflicting Terms.** To the extent that any of the terms or conditions contained in this Amendment may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Amendment shall take precedence and supersede the Agreement.
2. **Term Renewal.** The parties desire to update the Agreement so that the Term is extended through and including June 30, 2027.
3. **Renewal Term Cap.** Section 4.1 of the Agreement is updated to include a "not to exceed" amount of \$400,000 for the renewal term of July 1, 2026 through June 30, 2027.
4. **Counterparts.** This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

*Signature Page Follows*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**CONTRACTOR**

**Level Interactive, Inc. d/b/a Level Agency**

By: \_\_\_\_\_

Name: Seth Tongchinsub

Title: General Counsel

Date: \_\_\_\_\_

**COLLEGE**

**Indian River State College**

By: \_\_\_\_\_

Name: Michael Hageloh

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Indian River State College, District Board of  
Trustees**

**Approved By:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**TOPIC:** Florida Virtual Campus (FLVC) MOU for FLVC Digital Asset Management System (DAMS)

**REGULAR AGENDA OR COMMITTEE:** Regular - Consent

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                     INFORMATION  
                                     DISCUSSION

**SUMMARY:** The Library at IRSC agrees to publish and/or host digital library materials through the DAMS

**ALTERNATIVE(S):** no access for IRSC to Digital Access Management System

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY:    Mia Tignor

DATE: 2/24/26

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BOARD ACTION:

DATE:

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## **Florida Virtual Campus (FLVC) Library Services**

### **Memorandum of Understanding (MOU) for the FLVC Digital Asset Management System (DAMS)**

#### **1. Parties and Roles**

This Memorandum of Understanding (hereafter, "MOU") is effective as of the date last signed below (hereafter, "Effective Date") and is between the Florida State University Board of Trustees, a public body corporate acting for and on behalf of the Florida Virtual Campus (hereafter, "FLVC"), and the Indian River State College (hereafter, "Academic Institution" or "Library"), and governs the use of the FLVC Digital Asset Management System (hereafter, "DAMS") by the Academic Institution.

FLVC Library Services advances scholarly communications and supports academic libraries' digital collections, archives, and publishing initiatives, encouraging open-access wherever possible. FLVC offers a statewide DAMS in support of the FLVC Digital Services and Open Education Resources (DS+OER) unit's mission to provide high-quality, affordable, collaborative resources and services for Florida's 40 public postsecondary institutions, in order to enhance learning, teaching, and research through facilitated access to a user-centric, open access treasury of unique cultural heritage materials, education resources, textbooks, scholarly communications, and original research.

The Library at the Academic Institution agrees to publish and/or host digital library materials that enhance learning, teaching, and research through the DAMS. This high-quality, attractive digital library platform is made available to the public and institutions at no cost to the viewer.

## 2. Term, Termination, and Modification

This MOU shall commence on the Effective Date and shall remain in effect unless and until terminated as provided herein, but in any case, not-to-exceed a term of five years. This MOU and the use of the FLVC DAMS may be terminated without cause by FLVC or Academic Institution with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this MOU, except when the default is a violation of intellectual property law as described in Section 5, the other party shall notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. If the default is not cured at the expiration of thirty days, the non-defaulting party may immediately terminate this MOU by final written notice. The failure of either party to exercise this right, or any other right, power, or remedy accruing to either party, shall not be construed as a waiver of such right in the event of further non-compliance.

The MOU will be reviewed by the Academic Institution and FLVC no less frequently than annually and may only be amended in writing signed by both parties. Modifications of the terms of Materials to be deposited, as defined herein, will be implemented with the DAMS within 60 working days of the date of the amended MOU, where possible.

## 3. Authorized Individuals

The primary contact person(s) at Academic Institution for contract authority, billing and other administrative issues, technical issues, and all individuals authorized to request reports and the deposit and/or withdrawal of materials, shall be identified in Appendix "A" to this MOU. The Academic Institution may modify Appendix "A" at any time by providing FLVC with a dated replacement of Appendix "A" in written form.

The primary technical contact(s) will be authorized within the DAMS to create and manage user accounts at the Academic Institution. Anyone working with or using the DAMS at the Academic Institution can contact the FLVC Help Desk for assistance. If support assistance requires an adjustment to user permissions or an account to be created, FLVC will contact the primary technical contact(s) and request the Academic Institution adjust permissions or grant written approval for FLVC to make the adjustment. FLVC assumes no responsibility for the actions of Academic Institution's authorized users' during their use of the DAMS.

The Academic Institution's primary contact persons for the DAMS must be listed on the Academic Institution DAMS website. Initial contact on any system specific maintenance issue or error should go through the FLVC Help Desk ([help@flvc.org](mailto:help@flvc.org) or 877-506-2210) for routing within FLVC.

FLVC may modify the DAMS service, website, or software at any time. FLVC staff have full access permissions and authority within the DAMS.

#### 4. Objectives

The parties have complimentary objectives in undertaking this project to create, preserve, and disseminate online scholarly information. The parties agree as follows:

FLVC will:

- Provide Academic Institution the ability to acquire and circulate new and existing digital library materials via the DAMS.
- Automate management of discovery through open harvesting abilities via the DAMS.
- Provide online access to digital collections so that they are available for viewing by the public via the DAMS.
- Provide Academic Institution with training and support for growing and improving its digital library materials and collections.

- Make the contents of the DAMS available via the Internet or any subsequent technology, at no cost to the viewer, for as long as this MOU remains in force.
- Monitor DAMS site for accessibility and functionality.
- Respond to service tickets and incoming help requests.
  - Monitor for reported issues by phone and email.
- Respond to issues as they arise, which may involve, but are not limited to, investigating a software bug, routing a technical issue within FLVC, or onboarding.
  - Raise critical issues to FLVC leadership, systems, and/or for development as needed.
- Attend DAMS platform committee and community meetings, share and provide information as required.
- Request feedback from the DAMS user group to determine if the service/product is meeting their needs/wants.
- Enable any member institution, regardless of size or budget, to have a high quality attractive digital library platform through the DAMS.
  - Provide Digital Collections and Archives and/or an Institutional Repository.

Academic Institution will:

- Grant to FLVC a non-exclusive, worldwide license for electronic dissemination via the internet of the Academic Institution's materials provided within the DAMS, including all content, abstracts, tables of content, reference lists, and metadata.
- Participate fully and in a timely manner with the set-up phase, including interface design, policy and guideline promulgation, and online training for administrator(s).
- Recognize the expenditure of staff time and resources by FLVC to set up a DAMS site for Academic Institution, and acknowledge, by acceptance of this MOU, the Academic Institution's intent to use the MOU in a

substantive manner. Academic Institution explicitly affirms its intent to load content into the DAMS and make said content publicly available within a reasonable amount of time. Academic Institution acknowledges that if it has not fulfilled this expectation within 12 months of signing this MOU, FLVC may remove the Academic Institution from the DAMS and terminate this MOU.

- Provide in writing, as Appendix "A" of this MOU, names and contact information for Academic Institution's primary contacts, authorized administrators, and users for DAMS.
- Provide in writing, as Appendix "B" of this MOU, documentation describing the Library DAMS's scope, accepted content types, policies governing its local process, a summary of any associated admin rights or responsibilities, web/style guides, and other matters pertaining to DAMS administration.
- Adopt FLVC provided procedures, templates, forms, and layout schemes.
- Assume full responsibility for obtaining agreements to include material in the DAMS and obtain necessary permission(s) for use of all copyrighted materials it provides under this MOU.
- Hold FLVC harmless for any damages, costs, or losses whatsoever arising in any circumstances from these services, including damages arising from disruption of technology or access.
- Take full responsibility (including financial and/or legal) for the content of the materials it provides for the DAMS.
- Manage all aspects of the publication process related to the materials it provides— submission, review, plagiarism detection, proofreading, copy editing, typesetting, layout and design, marketing, printing, etc.
- Develop and maintain internal policies and submission guidelines (e.g. peer review, layout, copyright and licensing, ethics, and retraction).
- Maintain quality control of its content, including adherence to discipline-specific standards where possible.

- Where applicable, maintain barrier-free access to the DAMS and its content, as per the Open Access Scholarly Publishers Association principles.
- Pay costs associated with obtaining a custom domain name, registering identifiers (e.g., DOI), indexing, plagiarism detection, etc.
- Apply for and complete process for any external indexing, if applicable.

Both Parties will:

- Review DAMS Developer Community training materials in order to maintain familiarity with community guidance and be able to recommend or reference it as needed.
- Check the site contact log for accuracy. Read through contacts and note any potential changes, particularly regarding any changes in staffing, in which case contact the other party.
- Support Academic Institution Alumni and Library Donor Relationships, as applicable.
- Assist with inclusion of DAMS metadata in relevant indexes and databases.

## 5. Materials to be Deposited

The Academic Institution will provide FLVC with an itemized description of all classes of materials to be deposited in the DAMS via documentation in Appendix "B". The Academic Institution may modify this list at any time by providing FLVC with a dated replacement in writing, approved by an authorized representative. Modifications should be implemented by FLVC within 60 working days, when possible.

The Academic Institution understands and agrees that the DAMS is not the proper location for individual pieces of content over 10GB, such as large files, data sets, institutional repository data, or preservation content.



### 5.1 Storage

The Academic Institution's Library may store up to 1TB at no cost to the institution under this MOU. If the Academic Institution stores content that exceeds this amount, FLVC reserves the right to recover costs associated with the increase, in accordance with the actual cost beyond the base allotment of 1 TB.

For usability and system stability, it is recommended that individual files not be over 10GB in size.

### 5.2 Costs

Financial obligations of FLVC under this MOU shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise made lawfully expendable for the purpose of the MOU for the current and future periods. FLVC warrants that it will not bill Academic Institution for the use of the system, so long as sufficient funds are available to FLVC (save and except for the exception described in 5.1). The determination of whether funds are available shall be made at the sole discretion of FLVC.

In the event that funds are not available for the services described by this MOU, FLVC shall provide notice to the Academic Institution of the non-availability of such funds. Thereafter, FLVC may institute cost-recovery billing for the use of the DAMS at any time with written notice of no less than 60 days. No charges will be incurred by the Academic Institution for DAMS services provided up to the time that billing is implemented. If the Academic Institution wishes to withdraw any of its materials from the DAMS before billing is instituted, it may do so at no charge. Academic Institution agrees to satisfy its financial obligations within the terms and conditions of payment established by FLVC, or else the Academic Institutions' DAMS will cease operating.

In order to support budgetary planning for the upcoming fiscal year, Academic Institution will provide FLVC with an estimate in storage growth for the following fiscal year 60 days before that fiscal year begins.

### 5.3 Rights in Deposited Materials

Academic Institution retains all applicable ownership and management rights in deposited materials. Academic Institution warrants that it is responsible for compliance with all applicable copyright and other laws related to deposited materials, and that it has the authority to grant FLVC non-exclusive rights to copy, display, and create derivative versions of deposited files. If FLVC receives notification that material deposited by the Academic Institution is held in the FLVC DAMS in potential violation of applicable law, FLVC will withdraw the material and provide notification to the Academic Institution. In the event the dispute is resolved in favor of the Academic Institution, FLVC will permit re-submission of the material. Subject to the limitations set forth in section 9, Academic Institution agrees to indemnify, defend, and hold harmless the Florida State University Board of Trustees and FLVC against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of the Academic Institution or Library herein. Notwithstanding the above provision, the Florida State University Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

### 6. Services Provided

FLVC will make a good-faith effort to provide the services as described in this MOU.

- Per this agreement, FLVC will: Set-up and provide onboarding for one DAMS per Academic Institution

- Onboarding is done on an as-requested basis for a new site or new employee at an existing site.
  - New site onboarding includes performing initial setup for the DAMS, creation of administration accounts, import of back files (where possible), and customization of colors and logos.
  - New employee onboarding typically consists of specific introductory emails, account set up, and an onboarding presentation.
- Provide password access to the DAMS for the Academic Institution's authorized users.
- Submit or ensure submission of URLs of any new sites to Google Search Console for indexing and indexing linked pages.
- Provide basic training about the DAMS and resources for digital open access scholarly publishing and editing.
- Select, install, host, secure, and back up the DAMS software and content:
  - Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to content.
  - Ensure timely software upgrades and/or work with specifications and testing for new software development.
  - Provide technical support for the DAMS, including uptime monitoring, troubleshooting, help with accessibility issues, and software upgrades.
  - Update or migrate the DAMS software as needed and ensure smooth transitions to new version/software, as applicable.
  - Ensure frequent and complete backups.
  - Provide capability for OAI/PMH harvests of content and/or metadata.
- Provide feedback to the Academic Institution regarding a planned project, by request.
- Ensure efficient contribution of member records to the Florida Open Academic Library (FOAL).

- Facilitate centralized metadata standards and coordinated metadata remediation.
- Provide Help Desk support for the DAMS.

Documentation:

FLVC will maintain and update documentation via Libguides-

<http://flvc.libguides.com/>

Community Driven Content- Islandora <https://islandora.ca/documentation>

Community of Users:

FLVC supports a community of users via a Listserv:

[FLVC-FL-ISLANDORA@LISTSERV.FLVC.ORG](mailto:FLVC-FL-ISLANDORA@LISTSERV.FLVC.ORG)

#### 7. Right to Utilize the DAMS

Subject to these terms, FLVC grants the Academic Institution a non-exclusive, non-transferable and non-assignable right to make use of the documented services of the DAMS solely for non-commercial purposes. The DAMS services will be made available to the Academic Institution as specified in FLVC's published documentation and service specifications. The Academic Institution understands that software, system support, documentation, and service specifications may change over time.

#### 8. Restrictions on Use

The Academic Institution shall use the DAMS solely as authorized herein. Neither the Academic Institution nor any authorized individuals will acquire ownership rights to the DAMS. The Academic Institution shall not use the DAMS in any manner which circumvents security measures implemented by the DAMS or which interferes with the functioning of any web site or computer system.

The Academic Institution understands that the DAMS is maintained for the benefit of the State University System and the Florida College System of the

State of Florida. Accordingly, the Academic Institution agrees to make only good faith use of the DAMS services in accordance with DAMS Documentation and this MOU, and demonstrate respect for the rights of other users. The Academic Institution shall take no action or make any omission which wastes, diminishes, or causes harm to the shared resources that make up the DAMS.

#### 9. Extent of Liability

In the event of failure to provide any service to the satisfaction of the Academic Institution, or in the event of damage to deposited files, FLVC's sole and maximum liability is limited to the restoration of service or files to the satisfaction of the Academic Institution, if possible.

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

#### 10. Independent Actors

It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making the Academic Institution the agent or representative of FLVC for any purposes in any manner

whatsoever. The Academic Institution, Library, and FLVC are, and shall remain, independent actors with respect to all services performed under this MOU.

#### 11. Force Majeure

No default, delay, or failure to perform on the part of FLVC or Academic Institution 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, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, hurricanes, 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.

#### 12. Severability

In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the MOU goes to the whole of the MOU, the MOU is unenforceable.

#### 13. Assignment

Academic Institution shall not assign (by operation of law, change of control or otherwise) any part of this MOU without the prior written consent of FLVC.

#### 14. Governing Law and Venue

This MOU and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

15. Captions

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this MOU, or the intent or content of any provisions contained herein.

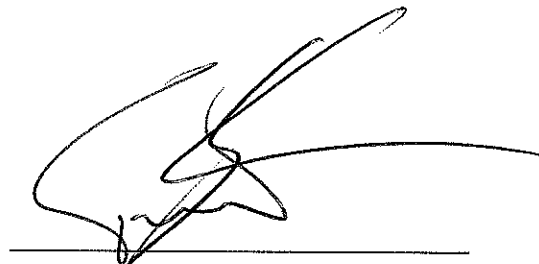
16. Entire Agreement

This MOU constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

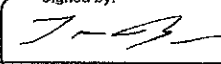
17. Public Records Provisions

**IF THE ACADEMIC INSTITUTION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ACADEMIC INSTITUTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, 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.**

18. Authorized Signatures



Authorized  
Academic Institution Representative

Signed by:  
  
3DA8276DE8D7423...  
Authorized FLVC Representative

Timothy E. Moore, Ph.D.  
Print Name

1/14/26  
Date

Tim Brown  
Print Name

12/15/2025 | 4:31 PM EST  
Date

Signed by:  
Elijah Scott  
7EE6E75494AF48F...



## APPENDIX A

### to the Florida Virtual Campus (FLVC) -- Memorandum of Understanding FLVC Digital Asset Management System (DAMS)

#### Persons Authorized to Act as Contacts for the DAMS on Behalf of Academic Institution

Effective \_\_\_\_\_ the following persons are designated as primary contacts with FLVC regarding the DAMS. This voids all previous Appendix A designations.

Signed,

\_\_\_\_\_  
Authorized Library Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Primary contact for billing and administrative issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Secondary contact for billing and administrative issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Primary contact for technical issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Secondary contact for technical issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

APPENDIX B

**to the Florida Virtual Campus (FLVC) -- Memorandum of Understanding  
FLVC Digital Asset Management System (DAMS)**

This voids all previous Appendix B designations, if applicable.

Signed,

\_\_\_\_\_  
Authorized Academic Institution Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Use this section to detail the DAMS scope, accepted content types, policies governing local processes, a summary of any associated administration rights or responsibilities, web/style guides, and other matters pertaining to DAMS administration.

(Attach pages as needed)

## **Florida Virtual Campus (FLVC) Library Services**

### **Memorandum of Understanding (MOU) for the FLVC Digital Asset Management System (DAMS)**

#### **1. Parties and Roles**

This Memorandum of Understanding (hereafter, "MOU") is effective as of the date last signed below (hereafter, "Effective Date") and is between the Florida State University Board of Trustees, a public body corporate acting for and on behalf of the Florida Virtual Campus (hereafter, "FLVC"), and the Indian River State College (hereafter, "Academic Institution" or "Library"), and governs the use of the FLVC Digital Asset Management System (hereafter, "DAMS") by the Academic Institution.

FLVC Library Services advances scholarly communications and supports academic libraries' digital collections, archives, and publishing initiatives, encouraging open-access wherever possible. FLVC offers a statewide DAMS in support of the FLVC Digital Services and Open Education Resources (DS+OER) unit's mission to provide high-quality, affordable, collaborative resources and services for Florida's 40 public postsecondary institutions, in order to enhance learning, teaching, and research through facilitated access to a user-centric, open access treasury of unique cultural heritage materials, education resources, textbooks, scholarly communications, and original research.

The Library at the Academic Institution agrees to publish and/or host digital library materials that enhance learning, teaching, and research through the DAMS. This high-quality, attractive digital library platform is made available to the public and institutions at no cost to the viewer.

## 2. Term, Termination, and Modification

This MOU shall commence on the Effective Date and shall remain in effect unless and until terminated as provided herein, but in any case, not-to-exceed a term of five years. This MOU and the use of the FLVC DAMS may be terminated without cause by FLVC or Academic Institution with 60 days prior written notice.

Should either party fail to comply with the terms and conditions of this MOU, except when the default is a violation of intellectual property law as described in Section 5, the other party shall notify the non-complying party in writing of the nature of the default. The non-complying party shall have thirty (30) days to cure the default. If the default is not cured at the expiration of thirty days, the non-defaulting party may immediately terminate this MOU by final written notice. The failure of either party to exercise this right, or any other right, power, or remedy accruing to either party, shall not be construed as a waiver of such right in the event of further non-compliance.

The MOU will be reviewed by the Academic Institution and FLVC no less frequently than annually and may only be amended in writing signed by both parties. Modifications of the terms of Materials to be deposited, as defined herein, will be implemented with the DAMS within 60 working days of the date of the amended MOU, where possible.

## 3. Authorized Individuals

The primary contact person(s) at Academic Institution for contract authority, billing and other administrative issues, technical issues, and all individuals authorized to request reports and the deposit and/or withdrawal of materials, shall be identified in Appendix "A" to this MOU. The Academic Institution may modify Appendix "A" at any time by providing FLVC with a dated replacement of Appendix "A" in written form.

The primary technical contact(s) will be authorized within the DAMS to create and manage user accounts at the Academic Institution. Anyone working with or using the DAMS at the Academic Institution can contact the FLVC Help Desk for assistance. If support assistance requires an adjustment to user permissions or an account to be created, FLVC will contact the primary technical contact(s) and request the Academic Institution adjust permissions or grant written approval for FLVC to make the adjustment. FLVC assumes no responsibility for the actions of Academic Institution's authorized users' during their use of the DAMS.

The Academic Institution's primary contact persons for the DAMS must be listed on the Academic Institution DAMS website. Initial contact on any system specific maintenance issue or error should go through the FLVC Help Desk ([help@flvc.org](mailto:help@flvc.org) or 877-506-2210) for routing within FLVC.

FLVC may modify the DAMS service, website, or software at any time. FLVC staff have full access permissions and authority within the DAMS.

#### 4. Objectives

The parties have complimentary objectives in undertaking this project to create, preserve, and disseminate online scholarly information. The parties agree as follows:

FLVC will:

- Provide Academic Institution the ability to acquire and circulate new and existing digital library materials via the DAMS.
- Automate management of discovery through open harvesting abilities via the DAMS.
- Provide online access to digital collections so that they are available for viewing by the public via the DAMS.
- Provide Academic Institution with training and support for growing and improving its digital library materials and collections.

- Make the contents of the DAMS available via the Internet or any subsequent technology, at no cost to the viewer, for as long as this MOU remains in force.
- Monitor DAMS site for accessibility and functionality.
- Respond to service tickets and incoming help requests.
  - Monitor for reported issues by phone and email.
- Respond to issues as they arise, which may involve, but are not limited to, investigating a software bug, routing a technical issue within FLVC, or onboarding.
  - Raise critical issues to FLVC leadership, systems, and/or for development as needed.
- Attend DAMS platform committee and community meetings, share and provide information as required.
- Request feedback from the DAMS user group to determine if the service/product is meeting their needs/wants.
- Enable any member institution, regardless of size or budget, to have a high quality attractive digital library platform through the DAMS.
  - Provide Digital Collections and Archives and/or an Institutional Repository.

Academic Institution will:

- Grant to FLVC a non-exclusive, worldwide license for electronic dissemination via the internet of the Academic Institution's materials provided within the DAMS, including all content, abstracts, tables of content, reference lists, and metadata.
- Participate fully and in a timely manner with the set-up phase, including interface design, policy and guideline promulgation, and online training for administrator(s).
- Recognize the expenditure of staff time and resources by FLVC to set up a DAMS site for Academic Institution, and acknowledge, by acceptance of this MOU, the Academic Institution's intent to use the MOU in a

substantive manner. Academic Institution explicitly affirms its intent to load content into the DAMS and make said content publicly available within a reasonable amount of time. Academic Institution acknowledges that if it has not fulfilled this expectation within 12 months of signing this MOU, FLVC may remove the Academic Institution from the DAMS and terminate this MOU.

- Provide in writing, as Appendix "A" of this MOU, names and contact information for Academic Institution's primary contacts, authorized administrators, and users for DAMS.
- Provide in writing, as Appendix "B" of this MOU, documentation describing the Library DAMS's scope, accepted content types, policies governing its local process, a summary of any associated admin rights or responsibilities, web/style guides, and other matters pertaining to DAMS administration.
- Adopt FLVC provided procedures, templates, forms, and layout schemes.
- Assume full responsibility for obtaining agreements to include material in the DAMS and obtain necessary permission(s) for use of all copyrighted materials it provides under this MOU.
- Hold FLVC harmless for any damages, costs, or losses whatsoever arising in any circumstances from these services, including damages arising from disruption of technology or access.
- Take full responsibility (including financial and/or legal) for the content of the materials it provides for the DAMS.
- Manage all aspects of the publication process related to the materials it provides— submission, review, plagiarism detection, proofreading, copy editing, typesetting, layout and design, marketing, printing, etc.
- Develop and maintain internal policies and submission guidelines (e.g. peer review, layout, copyright and licensing, ethics, and retraction).
- Maintain quality control of its content, including adherence to discipline-specific standards where possible.



- Where applicable, maintain barrier-free access to the DAMS and its content, as per the Open Access Scholarly Publishers Association principles.
- Pay costs associated with obtaining a custom domain name, registering identifiers (e.g., DOI), indexing, plagiarism detection, etc.
- Apply for and complete process for any external indexing, if applicable.

Both Parties will:

- Review DAMS Developer Community training materials in order to maintain familiarity with community guidance and be able to recommend or reference it as needed.
- Check the site contact log for accuracy. Read through contacts and note any potential changes, particularly regarding any changes in staffing, in which case contact the other party.
- Support Academic Institution Alumni and Library Donor Relationships, as applicable.
- Assist with inclusion of DAMS metadata in relevant indexes and databases.

## 5. Materials to be Deposited

The Academic Institution will provide FLVC with an itemized description of all classes of materials to be deposited in the DAMS via documentation in Appendix "B". The Academic Institution may modify this list at any time by providing FLVC with a dated replacement in writing, approved by an authorized representative. Modifications should be implemented by FLVC within 60 working days, when possible.

The Academic Institution understands and agrees that the DAMS is not the proper location for individual pieces of content over 10GB, such as large files, data sets, institutional repository data, or preservation content.

### 5.1 Storage

The Academic Institution's Library may store up to 1TB at no cost to the institution under this MOU. If the Academic Institution stores content that exceeds this amount, FLVC reserves the right to recover costs associated with the increase, in accordance with the actual cost beyond the base allotment of 1 TB.

For usability and system stability, it is recommended that individual files not be over 10GB in size.

### 5.2 Costs

Financial obligations of FLVC under this MOU shall be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise made lawfully expendable for the purpose of the MOU for the current and future periods. FLVC warrants that it will not bill Academic Institution for the use of the system, so long as sufficient funds are available to FLVC (save and except for the exception described in 5.1). The determination of whether funds are available shall be made at the sole discretion of FLVC.

In the event that funds are not available for the services described by this MOU, FLVC shall provide notice to the Academic Institution of the non-availability of such funds. Thereafter, FLVC may institute cost-recovery billing for the use of the DAMS at any time with written notice of no less than 60 days. No charges will be incurred by the Academic Institution for DAMS services provided up to the time that billing is implemented. If the Academic Institution wishes to withdraw any of its materials from the DAMS before billing is instituted, it may do so at no charge. Academic Institution agrees to satisfy its financial obligations within the terms and conditions of payment established by FLVC, or else the Academic Institutions' DAMS will cease operating.

In order to support budgetary planning for the upcoming fiscal year, Academic Institution will provide FLVC with an estimate in storage growth for the following fiscal year 60 days before that fiscal year begins.

### 5.3 Rights in Deposited Materials

Academic Institution retains all applicable ownership and management rights in deposited materials. Academic Institution warrants that it is responsible for compliance with all applicable copyright and other laws related to deposited materials, and that it has the authority to grant FLVC non-exclusive rights to copy, display, and create derivative versions of deposited files. If FLVC receives notification that material deposited by the Academic Institution is held in the FLVC DAMS in potential violation of applicable law, FLVC will withdraw the material and provide notification to the Academic Institution. In the event the dispute is resolved in favor of the Academic Institution, FLVC will permit re-submission of the material. Subject to the limitations set forth in section 9, Academic Institution agrees to indemnify, defend, and hold harmless the Florida State University Board of Trustees and FLVC against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons or out of any damage to property and against any other claim, proceeding, demand, expense and liability of any kind whatsoever arising from any right or obligation of the Academic Institution or Library herein. Notwithstanding the above provision, the Florida State University Board of Trustees at all times reserves the right to retain counsel of its own to defend its interests.

### 6. Services Provided

FLVC will make a good-faith effort to provide the services as described in this MOU.

- Per this agreement, FLVC will: Set-up and provide onboarding for one DAMS per Academic Institution

- Onboarding is done on an as-requested basis for a new site or new employee at an existing site.
  - New site onboarding includes performing initial setup for the DAMS, creation of administration accounts, import of back files (where possible), and customization of colors and logos.
  - New employee onboarding typically consists of specific introductory emails, account set up, and an onboarding presentation.
- Provide password access to the DAMS for the Academic Institution's authorized users.
- Submit or ensure submission of URLs of any new sites to Google Search Console for indexing and indexing linked pages.
- Provide basic training about the DAMS and resources for digital open access scholarly publishing and editing.
- Select, install, host, secure, and back up the DAMS software and content:
  - Strive, in the absence of unforeseen technical difficulties and routine maintenance, to provide 24/7 access to content.
  - Ensure timely software upgrades and/or work with specifications and testing for new software development.
  - Provide technical support for the DAMS, including uptime monitoring, troubleshooting, help with accessibility issues, and software upgrades.
  - Update or migrate the DAMS software as needed and ensure smooth transitions to new version/software, as applicable.
  - Ensure frequent and complete backups.
  - Provide capability for OAI/PMH harvests of content and/or metadata.
- Provide feedback to the Academic Institution regarding a planned project, by request.
- Ensure efficient contribution of member records to the Florida Open Academic Library (FOAL).

- Facilitate centralized metadata standards and coordinated metadata remediation.
- Provide Help Desk support for the DAMS.

Documentation:

FLVC will maintain and update documentation via Libguides-

<http://flvc.libguides.com/>

Community Driven Content- Islandora <https://islandora.ca/documentation>

Community of Users:

FLVC supports a community of users via a Listserv:

[FLVC-FL-ISLANDORA@LISTSERV.FLVC.ORG](mailto:FLVC-FL-ISLANDORA@LISTSERV.FLVC.ORG)

#### 7. Right to Utilize the DAMS

Subject to these terms, FLVC grants the Academic Institution a non-exclusive, non-transferable and non-assignable right to make use of the documented services of the DAMS solely for non-commercial purposes. The DAMS services will be made available to the Academic Institution as specified in FLVC's published documentation and service specifications. The Academic Institution understands that software, system support, documentation, and service specifications may change over time.

#### 8. Restrictions on Use

The Academic Institution shall use the DAMS solely as authorized herein. Neither the Academic Institution nor any authorized individuals will acquire ownership rights to the DAMS. The Academic Institution shall not use the DAMS in any manner which circumvents security measures implemented by the DAMS or which interferes with the functioning of any web site or computer system.

The Academic Institution understands that the DAMS is maintained for the benefit of the State University System and the Florida College System of the

State of Florida. Accordingly, the Academic Institution agrees to make only good faith use of the DAMS services in accordance with DAMS Documentation and this MOU, and demonstrate respect for the rights of other users. The Academic Institution shall take no action or make any omission which wastes, diminishes, or causes harm to the shared resources that make up the DAMS.

#### 9. Extent of Liability

In the event of failure to provide any service to the satisfaction of the Academic Institution, or in the event of damage to deposited files, FLVC's sole and maximum liability is limited to the restoration of service or files to the satisfaction of the Academic Institution, if possible.

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

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It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or in any way making the Academic Institution the agent or representative of FLVC for any purposes in any manner

whatsoever. The Academic Institution, Library, and FLVC are, and shall remain, independent actors with respect to all services performed under this MOU.

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#### 12. Severability

In the event any provision of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the MOU goes to the whole of the MOU, the MOU is unenforceable.

#### 13. Assignment

Academic Institution shall not assign (by operation of law, change of control or otherwise) any part of this MOU without the prior written consent of FLVC.

#### 14. Governing Law and Venue

This MOU and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida.

15. Captions

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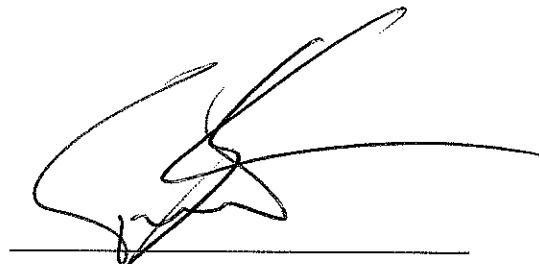
16. Entire Agreement

This MOU constitutes the entire agreement between the parties, and no addition, modification or amendment hereto shall be effective unless in writing and executed by the parties hereto.

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**IF THE ACADEMIC INSTITUTION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ACADEMIC INSTITUTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, 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.**

18. Authorized Signatures



Authorized  
Academic Institution Representative

Signed by:  
  
3DA5276DE8D7423...  
Authorized FLVC Representative



Timothy E. Moore, Ph.D.  
Print Name

1/14/26  
Date

Tim Brown  
Print Name

12/15/2025 | 4:31 PM EST  
Date

Signed by:  
Elijah Scott  
7EE6E75494AF48F...

## APPENDIX A

### to the Florida Virtual Campus (FLVC) -- Memorandum of Understanding FLVC Digital Asset Management System (DAMS)

#### Persons Authorized to Act as Contacts for the DAMS on Behalf of Academic Institution

Effective \_\_\_\_\_ the following persons are designated as primary  
contacts with FLVC regarding the DAMS. This voids all previous Appendix A  
designations.

Signed,

\_\_\_\_\_  
Authorized Library Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Primary contact for billing and administrative issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Secondary contact for billing and administrative issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Primary contact for technical issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Secondary contact for technical issues:

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_

APPENDIX B

**to the Florida Virtual Campus (FLVC) -- Memorandum of Understanding  
FLVC Digital Asset Management System (DAMS)**

This voids all previous Appendix B designations, if applicable.

Signed,

\_\_\_\_\_  
Authorized Academic Institution Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Use this section to detail the DAMS scope, accepted content types, policies governing local processes, a summary of any associated administration rights or responsibilities, web/style guides, and other matters pertaining to DAMS administration.

(Attach pages as needed)



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**TOPIC:** 2025-27 Dual Enrollment Agreement

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                     INFORMATION  
                                     DISCUSSION

**SUMMARY:** As required by Florida Statute 1007.271 and S.B. 1064, each state college must develop agreements with the public schools within its geographic service area seeking to offer dual enrollment courses to its students, including, but not limited to, students with disabilities. Florida Statute 1007.271 and S.B. 1064 mandate the format of these agreements, which are renewed annually with the local public schools. The agreements identify eligibility of students to take dual enrollment classes and responsibilities of the college and of the public school, including location, facilities, instructors, materials, and costs associated with dual enrollment students and programs.  
The Agreement included is:

1. Next Wave Academy

**ALTERNATIVE(S):** None

**FISCAL IMPACT:**

1. **TERM:** Agreement for July 1, 2025, through June 30, 2027
2. **FISCAL IMPACT:** We hope to increase enrollment, tuition, and FTE.
3. **TERMINATION TERMS:** Written Notice to the other party no less than ninety (90) days prior to the effective date of said termination.

**PRESIDENT'S RECOMMENDATION:**

---

SUBMITTED BY:     Emily Mass

DATE: 02/03/2026

---

BOARD ACTION:

DATE:

---

# **Dual Enrollment Agreement Between**

**Next Wave Academy  
and  
Indian River State College  
District Board of Trustees**

**July 1, 2025 through June 30, 2027**

## **Table of Contents**

Article 1. Introduction	3
Article 2. Program Description	4
Article 3. Student Records	4
Article 4. Eligibility and Access	5
Article 5. Determining Exceptions to the Required GPA	6
Article 6. Course Lists and Credit	7
Article 7. Notice to Participate	7
Article 8. Special Programs	8
Article 9. Student Support	9
Article 10. Students with Disabilities	9
Article 11. Advising Services	10
Article 12. Grades	11
Article 13. Second Attempts	12
Article 14. Student Standards and Administration of Discipline	12
Article 15. Instructional Quality and Evaluation	13
Article 16. High School Site Course Offerings	15
Article 17. Responsibilities	16
Article 18. Financial Arrangements – Tuition and Cost Sharing	17
Article 19. Evaluation of the Agreement	18

## ARTICLE 1

### Introduction

This Articulation Agreement is entered into by and between The District Board of Trustees for Indian River State College, Florida, hereinafter referred to as the TRUSTEES, and Next Wave Academy hereinafter referred to as the Private School, pursuant to Section(s) 1007.271 and 1007.273, Florida Statutes, which require state colleges and school districts to develop comprehensive Dual Enrollment Articulation agreements and an Early College program. The Parties hereto have made the following determinations:

- A. The term of this Agreement shall commence on July 1, 2025, or as of the last date executed by either party below, whichever is later, and end on June 30, 2027, unless otherwise terminated earlier as hereinafter provided.
- B. Pursuant to section 1007.271(21), an articulation committee consisting of committee members appointed by the Private School or designee and committee members appointed by the President of Indian River State College (IRSC) or designee shall conduct annual meetings for the purpose of developing and reviewing this Agreement to assure both parties that it continues to serve their mutual interests and provide student opportunities.
- C. Either party shall have the right to terminate this Agreement by delivery of written notice to the other party not less than ninety (90) days prior to the effective date of said termination.
- D. The parties to this Agreement recognize that as provided under Section (s) 1007.271 (21), F.S., Section 1007.273, and State Board of Education (SBE) Fla. Admin. Code Rule 6A-14.064, accelerated mechanisms such as Dual Enrollment, Early College and advanced (college-level) instructional programs for qualified students from the School District enhance learning opportunities and are required to be made available for those students.
- E. The parties adopt this Agreement as provided in Section 1007.271(21), F.S., and SBE Rule 6A-14.064, to provide for:
  - 1. College Credit Dual Enrollment
  - 2. Vocational Credit Dual Enrollment
- F. This Agreement replaces any existing agreement between the Trustees and Private School regarding College Credit and Vocational Credit Dual Enrollment existing as of the start of the term set forth above.



## **ARTICLE 2**

### **Program Description**

In accordance with Section 1007.271(21), F.S., Section 1007.273, F.S., and SBE Rule 6A-14.064, the dual enrollment program is the enrollment of an eligible secondary student in a postsecondary course creditable toward both high school completion and a career certificate or high school completion and an associate degree. Dual enrollment, an articulated accelerated mechanism offered jointly by the Trustees and Private School, shall broaden the scope of curricular options available to students and increase the depth of study available for a particular subject by offering college credit and post-secondary vocational courses to eligible high school students as provided in this Agreement. Stipulations regarding course content, program requirements, student evaluation, faculty credentials, college environment, and strategic planning for dual enrollment courses are covered in SBE Rule 6A-14.064 adopted by the State Board of Education and included within this Agreement, along with the Indian River State College Dual Enrollment Course list website link <https://www.IRSC.edu/programs/dual-enrollment-for-high-school-students.html>. The Private School recognizes that Indian River State College is not obligated to offer any course on the FLDOE Dual Enrollment Equivalency list, but that this list is used to determine eligible courses.

## **ARTICLE 3**

### **Student Records**

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g et seq., 34 CFR Part 99, and Florida Statutes §§ 1002.22-1002.225 protect the privacy of students' education records. Each party agrees to comply with FERPA and §§ 1002.22-1002.225, FS. Each of the parties may be considered a school official of the other party under this Agreement for the purpose of performing the duties and responsibilities of each party under the Agreement. The parties may provide personally identifiable student records to each other in the performance of this Agreement.

To preserve the safety of the learning environment for all students, each party commits to disclose to the other to the fullest extent permitted under law any potential or current dual enrollment student behavioral or safety concerns (including, but not limited to, threatened or actual safety threats and pending or ongoing safety matters).

The school may also provide 9<sup>th</sup>-12<sup>th</sup> grade directory information to IRSC for the purpose of providing dual enrollment marketing information to prospective or current dual enrollment students

## ARTICLE 4

### Eligibility and Access

- A. Students must be enrolled as a student in a Florida public secondary school or nonpublic secondary school (grades 6-12), or in a home education program.
- B. Students must have a 3.0 unweighted high school grade point average (GPA) based on four high school credits, to enroll in college credit courses, or a 2.0 high school unweighted GPA based on four high school credits to enroll in career and technical education clock hour dual enrollment courses. Students must maintain a minimum cumulative college GPA of 2.0 for continued enrollment in the dual enrollment program.
  - 1. IRSC and the school districts in our geographical region have agreed to use four high school credits to establish the minimum GPA requirement. This requirement provides a strong academic standard that leads to a higher probability of success for participating in dual enrollment. This standard is in line with our commitment to student success.
  - 2. Indian River State College and the school districts in our geographical region have agreed to recommend a limit to six (6) credits to provide students an ease of transition to the dual enrollment program.
  - 3. SLS1101 is not a required course for the associate in arts (A.A.) degree. However, this course is still recommended by the school district as the first course for any dual enrollment student. It will count as an elective course toward the AA and provides a strong foundation for future success in college-level courses.
- C. Students must demonstrate college readiness to pursue Dual Enrollment. Students must meet or exceed the common placement test scores, or the alternative placement measures approved in Florida Rule 6A-10.0315 to demonstrate college readiness. For most accurate placement scores for eligibility: <https://irsc.edu/programs/dual-enrollment-for-high-school-students.html>
  - 1. It is in the best interest of the students to take all three sections (reading, writing, and math) of a placement exam.
  - 2. Computation (math) to take math courses
  - 3. Communication (reading & writing) to take non math courses

4. If a student achieves college readiness in only one area of Communication (reading or writing), they have not fully demonstrated college readiness and therefore are not eligible to take non-math college-level courses which includes SLS1101.
- D. Eligible students may participate in the dual enrollment program by using alternative placement methods upon approval from their school counselor.
  1. Students from a Florida public school who have demonstrated college level readiness through high school courses with an unweighted high school GPA of 3.0 and achieve a grade of “B” or better in any of the courses  
<https://irsc.edu/programs/dual-enrollment-for-high-school-students.html>
- E. Students must complete and submit the IRSC Dual Enrollment Program Agreement form (508) with approval from their parent or guardian if the student is under 18 years of age.
- F. Students must receive approval from their school counselor for registered courses.
- G. Students will be eligible for a maximum of 60 credit hours of dual enrollment.
- H. Students who are scheduled to graduate from high school prior to the completion of a dual enrollment course are not eligible to participate in the dual enrollment program.
- I. Students who have met high school graduation requirements or all requirements for an associate degree are no longer eligible to participate in the dual enrollment program.
- J. IRSC and the Trustees have the sole and absolute discretion to permit or deny the enrollment of any student.

## **ARTICLE 5**

### Determining Exceptions to the Required GPA

Per Section 1007.271, Florida Statutes, student eligibility requirements for continued enrollment in college credit dual enrollment courses must include a 3.0 unweighted high school grade point average and career dual enrollment must include a 2.0 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the student submits an exception form for reinstatement that includes a performance improvement plan. Trustee and Private School representatives will review the petition and approve or disapprove of continued eligibility of the student.

## ARTICLE 6

### Course Lists and Credit

- A. Any college credit course comprising 3 credits or higher and/or any vocational clock hour course comprising 75 hours or higher that is listed in the State Common Course Numbering System (SCNS) for postsecondary credit can be considered for dual enrollment.
- B. Courses that meet high school graduation requirements are listed in the DUAL ENROLLMENT COURSE EQUIVALENCY LIST found on fldoe.org
- C. All high schools shall accept these postsecondary courses toward meeting the requirements of Section 1003.43, F.S.

## ARTICLE 7

### Notice to Participate

- A. IRSC will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
  - 1. Providing information sessions each academic year.
  - 2. Visiting each high school to provide information and support to school counselors.
  - 3. Coordinating efforts to answer questions, provide materials, and direct inquiries from students and parents interested in dual enrollment.
  - 4. Sending students and/or parents a letter informing them of the student's options to participate in dual enrollment.
  - 5. Hosting a middle and high school counselor annual event to update and inform area counselors of dual enrollment opportunities for students, as well as other opportunities at IRSC.
  - 6. Working collaboratively with high school contacts to host dual enrollment information sessions on the high school campuses after school hours.
- B. The school district will notify students, parents, and school counselors of the opportunities to participate in dual enrollment by:
  - 1. Holding annual dual enrollment sessions to learn about eligibility and access opportunities.
  - 2. Providing eligible students with the option to participate in dual enrollment.
  - 3. Having a dedicated dual enrollment page on the school district and high school websites.
  - 4. Conduct grade-level classroom visits with school counselors.
  - 5. Advertising IRSC dual enrollment information sessions to students and parents.
  - 6. Allowing on-campus dual enrollment application help sessions with students.

## ARTICLE 8

### Special Programs

- A. **Early College Program:** The Early College Program will serve students in 11th and 12th grade. Students participating in the Early College Program are required by Section 1007.273 to enter a student performance contract, which must be signed by each participating student, the parent or guardian, and a representative of the school district. Early College enrollment processes are the same as those for the Dual Enrollment Program, with the following eligibility requirements.

#### Student Eligibility and Access:

1. Students must be enrolled as a student in a Florida public or nonpublic secondary school.
2. Students must be in 11th or 12th grade.
3. Students must demonstrate college readiness on Common Placement Tests, Alternative Placement Tests, or by approved High School coursework as provided under SBE Rule 6A-10.0315.
4. Students must have a minimum of a 3.0 unweighted GPA.
5. Students must be on track to graduate from high school.
6. Students must successfully complete a minimum of 30 credit hours each academic year.
7. Students must enroll in a minimum of 12 college credit hours per semester.
8. Students who fall below the full-time status are no longer part of the Early College Program but may be eligible to continue to participate in the Dual Enrollment Program.

- B. **Career Pathways Dual Enrollment** – Career Pathways High School Students in the 11th or 12th grade who are enrolled in a Career Academy and would like to accelerate towards a post-secondary credential. Students who have received Gold Standards Industry Certifications may receive additional course credits, during any semester that they are enrolled in. Career Pathways articulated credits may also be applied when the student completes the Career Academy program, graduates from high school and enrolls in a course or program at IRSC. Career Pathways Dual Enrollment processes are the same as those for Dual Enrollment with the following eligibility requirements.

#### Student Eligibility and Access:

1. Students must be in the 11th or 12th grade.
2. Students must be enrolled in an approved Florida Career Pathways program at a high school within the School District.
3. Students must be on track to graduate from high school.

4. Students must be on track to complete one or more Career Pathways programs.
5. Students may participate with a high school 3.0. GPA and have demonstrated college readiness on a Common or Alternative Placement Test.

## **ARTICLE 9**

### Student Support

- A. IRSC staff members and school counselors will work together to ensure that each student meets the academic eligibility requirements for dual enrollment courses.
- B. School counselors are responsible for assisting the student in identifying college courses that also meet high school graduation requirements.
- C. IRSC Student Success and Advising staff will:
  1. Ensure dual enrollment students are properly identified as such in the IRSC registration system.
  2. Ensure that an individualized academic plan is developed and implemented for each dual enrollment student.
  3. Provide ongoing advisement to students regarding their progression in college courses and programs.
  4. Provide the school district with students' grades at the end of the term.
  5. Academic support resources: Students are encouraged to utilize services such as Career Services, Tutoring Centers, and Libraries.

## **ARTICLE 10**

### Students with Disabilities

- A. Indian River State College provides reasonable accommodations to students with documented disabilities through the **Office of Student Accessibility Services**. A student approved high school 504/IEP does not follow the student to college. Accommodations in college are covered under the Americans with Disability Act Section 504 (Subpart E), which applies to postsecondary education programs to ensure that students with disabilities have access to accommodations. ADA places the onus of receiving accommodations on the student. Students must self-identify or disclose their disability to the college's Office of Student Accessibility Services, complete the application, and provide the necessary documentation to receive services. This process must be completed prior to the start of any dual-enrollment course for specific information regarding this process, please refer to the following website: <https://irsc.edu/student-resources/student-accessibility-services.html>

- B. For students with disabilities, a postsecondary institution eligible to participate in dual enrollment pursuant to s. [1011.62](#) (1)(i) shall include in its dual enrollment articulation agreement, services and resources that are available to students with disabilities who register in a dual enrollment course at the eligible institution and provide information regarding such services and resources to the Florida Center for Students with Unique Abilities. The Department of Education shall provide to the center the Internet website link to dual enrollment articulation agreements specific to students with disabilities. The center shall include in the information that it is responsible for disseminating to students with disabilities and their parents pursuant to s. [1004.6495](#), dual enrollment articulation agreements and opportunities for meaningful campus experience through dual enrollment.
- C. Students must self-identify or disclose their disability to the college's Student Accessibility Services, complete the application, and provide the necessary documentation to receive services.

## **ARTICLE 11**

### Advising Services

- A. Dual enrollment students will be assigned to an IRSC academic advisor during their first term of enrollment. They will meet with their assigned academic advisor to customize an academic plan in their first semester, based on their academic and career goals. This plan will then be used by the student and the school counselor in subsequent semesters to determine appropriate dual enrollment courses to be taken.
  - 1. Students are responsible for scheduling a meeting with their assigned academic advisor to complete their academic plan within their first semester.
  - 2. Students are responsible for communicating any changes to their academic plan to their school counselor.
- B. Dual enrollment students complete the registration process by selecting appropriate college classes, in consultation with their school counselor and their assigned college academic advisor, based upon their academic plan. Upon selection of the classes, they may register online for courses approved by their school counselor.
- C. IRSC provides school counselors with online access to student records.

## ARTICLE 12

### Grades

- A. A Letter grade of a “D” may not always count as successful completion pursuant to state rule SBE Rule 6A-10.030 F.A.C.
- B. All grades are calculated into a student’s GPA and will appear on his/her college and high school transcripts.
- C. All grades, including “W” for withdrawal, become part of the student’s permanent college transcript and may affect subsequent postsecondary admission and financial aid eligibility.
- D. A letter grade of “I” for which coursework is not completed by the end of the following semester will be converted to an “F” or a “U” (Unsatisfactory), depending upon the grading method of the class. Courses evaluated for “U” graded credit will not convert to any other type of grade.
  - 1. If a student receives an “I”, it is the sole responsibility of the student to satisfy the requirements for the course and notify the school when the final grade change is posted.
  - 2. An “I” must be reconciled before future dual enrollment eligibility is determined.
  - 3. If the result of the “I” Incomplete is “U” Unsatisfactory, the student must follow the rule for “Unsuccessful attempts” in the Second and Third Course Attempts section.
- E. Section 1007.271(21), F.S. requires school districts to “weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation, weighting systems that discriminate against dual enrollment courses are prohibited.”
- F. According to Section 1007.271 (21), F.S., students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours, after school hours, and during the summer.
- G. Students who complete a three (3), four (4), or five (5) credit dual enrollment course at IRSC with a passing grade will earn at least one-half (1/2) credit in the designated subject towards the high school diploma unless credit is otherwise assigned by the Dual Enrollment Equivalency List.



- H. Grades awarded by IRSC are not subject to change by the Private School or its representatives, including a “W”. State Board Rule 6A-1.09941, F.A.C., *State Uniform Transfer of High School Credits*, establishes uniform procedures related to the high school’s acceptance of transfer credit for students in Florida’s public schools.

## **ARTICLE 13**

### **Second Attempts**

#### **A. Unsuccessful attempts and withdrawals**

- a. Dual Enrollment students are expected to contact their instructor and/or school counselor when facing challenges in a specific course that may lead to an unsuccessful attempt or withdrawal.

- B. Students who were unsuccessful in a course or withdrew cannot take additional dual enrollment classes until they have retaken and successfully completed that course. Permission to repeat the course must come from the student’s school district or guidance counselor and be approved by Indian River State College. This option is only available if allowed by the student’s school district/school. The student will be responsible for all costs and fees associated with this repeat, regardless of the semester.

## **ARTICLE 14**

### **Student Standards and Administration of Discipline and Safety Matters**

Students are required to be knowledgeable of and follow the Student Standards of Conduct and Administration of Student Discipline Procedures listed in the Indian River State College Student Handbook. Students are also required to be knowledgeable of and follow the Code of Conduct policies of their school district. Beyond the standards of the College and the school district, the student is also obligated to abide by state and federal law. Violation of any of the foregoing is a basis for the College to deny the opportunity to dual enroll or continue to dual enroll at the College, consistent with this Agreement and its policies and procedures. Each party reserves the right to adopt the findings and consequences adopted by the other party in any disciplinary or safety matter without duplicating processes.

Dual enrollment students must have good attendance and discipline records at their home high school to participate in the dual enrollment program. The Board will ensure dual enrollment students are notified that if they violate any items in their high school’s code of conduct, the College reserves the right to deny that student participation in dual enrollment. Without being exhaustive, a few examples of the application of this section include:

1. When a dual enrollment student is placed on out-of-school suspension by their high school, the student will not be permitted to attend dual enrollment classes at the College's physical locations for the dates indicated in the suspension.
2. If a dual enrollment student has committed or has threatened to commit an act that constitutes a serious threat to any secondary or postsecondary school or student safety (for example, but not limited to, aggravated battery; homicide; armed robbery; possession, use, or sale of any explosive; arson device; battery or aggravated; possession, use, or sale of narcotic or other controlled substance; possession, use, or sale of any firearm; battery on a teacher or other school personnel; sexual battery; victimization; false alarms, including but not limited to, pulling fire alarms) which results in a recommendation for suspension, expulsion, or placement in an alternative setting, by the high school, the School will notify the College and the student will immediately lose all privileges to participate in the dual enrollment program.
  - a. If the Board notifies the College of a safety threat that the high school has not made a recommendation on at that time, the College reserves the right to not permit the student to attend dual enrollment classes at the College's physical locations until such a time as the safety threat has been satisfactorily resolved.
3. A dual enrollment student suspended from their high school will be subject to any penalties noted in the syllabi of or any other consequences related to the College course(s) in which the student is registered.
4. A dual enrollment student expelled from their high school will be administratively withdrawn.
5. Schools must notify the College's Dual Enrollment office if one of their new or participating dual enrollment students has been identified as a potential threat to the safety of others and/or has been suspended or expelled from his/her secondary school. Students who have been identified as a potential threat to the safety of others may not be permitted to participate or continue in dual enrollment course(s) previously described. An email should be sent to StudentAlert@irsc.edu with the name and identification number of the student who poses a threat.

No further due process is required under the College's Student Standards of Conduct and Administration of Student Discipline Procedures in any situation that falls under this section.

## **ARTICLE 15**

### Instructional Quality and Evaluation

- A. The Trustees shall accept the responsibility for all courses and certification of faculty as prescribed in SBE Rule 6A-14.064 Credit Dual Enrollment.
- B. In all cases, faculty must meet IRSC faculty credentialing criteria. These IRSC criteria

apply to all faculty teaching post-secondary courses regardless of the physical location of the course being taught.

1. At the request of the high school principal/designee, IRSC will work with the school to identify teachers for dual enrollment courses, taught on the high school site. However, IRSC does not guarantee the successful placement of teachers for high school.
  2. The contingent worker process must be completed by April 1st for the faculty member to be eligible for the Fall Semester and by November 1st to be eligible for the Spring Semester.
  3. Each prospective teacher must complete the steps of the adjunct faculty certification process. High school site dual enrollment instructors must contact IRSC instructional dean/designee to inquire about additional training sessions required for specific disciplines.
- C. Indian River State College, as the postsecondary institution awarding credit, shall ensure that all faculty teaching dual enrollment courses meet these qualifications. All instructors must be certified by the Trustees.
- D. If the parties agree to utilize instructors employed by the Private School, those instructors shall meet the same IRSC certification qualifications as other instructors employed by the Trustees.
- E. IRSC and the School District shall collaborate to ensure full compliance.
- F. The President or designee, for the Trustees, shall assign the instructors for all classes offered in accordance with this agreement.
- G. A passing grade in a dual enrollment course indicates mastery of the performance standards for the course.
- H. IRSC and secondary schools shall collaborate to ensure full compliance with accreditation standards regarding the number of college credit courses that may be offered on a high school site.
- I. IRSC instructional deans/designees must be granted unrestricted, unannounced access to high school dual enrollment classes to observe the quality of instruction.
- J. IRSC shall provide all instructors teaching dual enrollment courses with approved course plans, syllabi, course objectives, learning outcomes assessments, and final exams.
- K. All instructors teaching dual enrollment courses shall provide a copy of any modifications to a course syllabus to the appropriate IRSC Department Chair or Academic Dean prior to the start of each term.

- L. All adjunct faculty teaching dual enrollment courses shall be provided with electronic access to the IRSC Adjunct Faculty Handbook and IRSC Student Handbook.

## **ARTICLE 16**

### High School Site Course Offerings

- A. Service region public schools may be approved to offer up to four (4) dual enrollment courses at high school sites within an academic year. Each approved course will be assigned to the high school location for a period of 4 years from the date that the course was originally approved. In unique circumstances, the four-year provision could be waived by mutual agreement of both the district and college officials.
- B. To request a course to be offered on an approved site, a School Designee must complete and submit the Dual Enrollment High School Course Request Form to Indian River State College. The request will be forwarded to the appropriate Instructional Dean for review.
- C. All courses currently offered at a site have been previously approved by IRSC's Chief Academic Officer. Any changes to those courses or additions require administrative approval by the College's SACSCOC accreditation liaison and the Chief Academic Officer.
- D. Each additional course must be approved to ensure that sites do not exceed course and section limits.
- E. The deadline for Fall semester course requests shall be April 1st before that semester, and the deadline for Spring semester course requests shall be September 1st before that semester.
- F. Courses taught on an IRSC-approved secondary school campus, by one of the high school's regular teachers who have been interviewed by, certified by, and approved by Indian River State College, are not subject to tuition charges. Because the instructor would be a certified IRSC adjunct faculty member, he/she must adhere to the College's rules, regulations, policies, and practices in the same manner as any other IRSC adjunct faculty member. This includes attending an annual meeting, using the departmentally selected learning resources, curriculum, learning outcomes assessments, Learning Management Systems (LMS), and all other requirements as specified by the College.
- G. Classes offered in a high school setting will maintain a collegial atmosphere with minimum interruptions in instructional time as established by SBE Rule 6A-14.064.
- H. Classes held at the high school sites will be offered in accordance with Indian River State College's academic calendar and will start and end within the academic period.
- I. Secondary schools that do not have a signed dual enrollment agreement with Indian River

State College cannot offer a dual enrollment course(s)/lab. Students enrolled in such classes/labs will not receive credit from IRSC.

## **ARTICLE 17**

### **Responsibilities**

- A. Students enrolled in dual enrollment classes in accordance with this Agreement are exempt from payment of registration, matriculation, and laboratory fees.
- B. A school district may not deny a student access to dual enrollment unless the student is ineligible to participate in the program, subject to provisions specifically outlined in this Agreement.
- C. Students and/or the Private School are responsible for transportation to and from dual enrollment classes.
- D. The President or designee, for the Trustees, shall have the responsibility for the selection of textbooks and course materials in accordance with this Agreement.
- E. The Private School is responsible for providing instructional materials used in courses offered in accordance with this Agreement. The President or designee, for the Trustees, and the Superintendent or designee, for the Private School, shall mutually approve and agree upon procedures and conditions for the purchase, resale, and any reimbursement for instructional materials.
- F. The Private School shall be responsible for the payment of instructors employed by the Private School for courses offered in accordance with this agreement.
- G. The Trustees shall issue payment for instructional time rendered by an instructor employed by the Trustees and in accordance with the current AAUP contract.
- H. Insurance fees will be paid by the student unless the Private School provides appropriate insurance coverage.
- I. Class size, locations and time of course offerings will be approved by the President or designee, for the Trustees.
- J. Academic policies including grading, course withdrawals and repeats, and attendance will be in accordance with the College Catalog for Indian River State College, SBE Rule 6A-14.064.
- K. School District counselors and IRSC academic advisors will work collaboratively to ensure students' dual enrollment registration eligibility.
- L. Students and parents shall sign an acknowledgment of the following college course-level

expectations:

1. Students must register for courses by the deadline established by the school district. Registration deadlines established by the school district, however, cannot exceed the last date of registration allowed by IRSC.
  2. College course materials and class discussions may reflect topics not typically included in secondary courses. College courses will not be modified to accommodate variations in student age and/or maturity. Parents should review the course syllabus before enrolling their student to determine if the content is age appropriate. All IRSC course syllabi may be accessed and reviewed at <https://IRSC.simplesyllabus.com/en-US/syllabus-library>.
  3. Courses will be selected to meet degree/certificate requirements in order to minimize student, school district, college, and state costs for excess hours.
  4. Dual Enrollment students are expected to contact their instructor if they are having challenges in a specific course. As such, the student, and not a parent or guardian, should address concerns, complaints, and challenges.
  5. It is the responsibility of the student and parent to ensure that any documented disabilities are properly reported to Indian River State College. High school accommodations do not automatically transfer to college. To receive accommodations for a Dual Enrollment course, the student must apply through Student Accessibility Services and submit appropriate documentation. Parents and students should contact the student's Academic Advisor for the application process and additional information.
  6. Students are expected to comply with all IRSC, TRUSTEE, DISTRICT, and secondary school rules, regulations, policies, codes, and codes of conduct while enrolled in dual enrollment.
- M. IRSC must notify the appropriate school district if a dual enrollment student is expelled from IRSC.

## **ARTICLE 18**

### **Financial Arrangements**

- A. Indian River State College will submit for tuition and instructional material reimbursement to the FL Office of Student Financial Assistance, via FLDOE. If any changes occur the College will contact the private school.
- B. When dual enrollment instruction is provided on the high school site by an Indian River State College faculty member, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college to provide the instruction. Online dual enrollment courses, which are taught by an Indian River State College faculty member, are subject to this provision.

- C. When a dual enrollment course is held on the high school campus and instruction is provided by the school district faculty, the Private School is only responsible for the College's actual costs associated with offering the program. Indian River State College and the Private School agree to share in these other actual costs; therefore, no charges will be assessed. Online dual enrollment courses, which are taught by school district faculty approved by IRSC to teach the course, are subject to this provision.

## **ARTICLE 19**

### **Evaluation of the Agreement**

This Agreement shall be renewed annually unless both parties request a change or termination, in which case a change or termination will be given in writing by either party with ninety (90) days prior to such change or termination taking place. Evaluation of the Agreement will take place throughout the school year and include identifying problems, taking corrective actions, new strategies, and associated costs to implement those strategies. New courses will be added to the Dual Enrollment Equivalency List once approved by the DOE.

In the unlikely event of any local natural disaster or unforeseen event, which may disrupt program services and or access to these services, the College may make modifications to this agreement as supported by Section 1007.271, Florida Statutes, and communicated to the secondary institution in writing by the Vice President for Student Success within thirty (30) days of the change.

This Agreement is subject to all pertinent state and federal laws and regulations of the Department of Education, State of Florida, Title VI and VII of the Civil Rights Act of 1964, and all regulations, rules, and guidelines promulgated thereunder. The parties expressly agree to maintain records in compliance with the Florida Public Records Act, subject only to the privacy rights guaranteed by applicable state and federal laws and regulations.

Specifically, nothing contained herein shall be deemed a waiver of Sovereign Immunity or any statutory limitation on liability of either party. Nor shall any provision of this Agreement be deemed to require either party to indemnify or hold harmless the other party. Notwithstanding anything stated in this Agreement to the contrary, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended.

Each Party agrees to be responsible for the conduct of its own officers and employees as it relates to all liabilities, damages, losses, costs or other obligations including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional acts thereof to the extent that doing so does not waive their respective rights to sovereign immunity as provided under Chapter 768, Florida Statutes. Consistent with Section 768.28(19), Florida Statutes, nothing herein shall require either party to indemnify the other for negligence or to assume liability for either party's negligence.

Each Party maintains its own program of self-insurance which provides for limits of \$200,000.00 per person, \$300,000.00 per occurrence, under Section 768.28, Florida Statutes. Each party agrees to secure insurance coverage for its own buildings and contents. Each party agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

Specifically, neither party shall exclude any person from participation, discriminate against, or deny any services or benefits to any person's enrollment or participation in the dual enrollment program based upon the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics.

This agreement may be signed in separate parts.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be signed in their respective names by their proper official, under these official seals, the day and year written below:

**The District Board of Trustees,  
Indian River State College**

Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Next Wave Academy**  
*Ian Welsch*

Chair: Ian Welsch (Feb 3, 2026 08:21:40 EST)

Attest: Emilie Marie Yoda

Date: 2/3/2026









# DE Agreement - Next Wave Academy 25-27

Final Audit Report

2026-02-03

Created:	2026-02-02
By:	Mayra Ayala (mayala6@irsc.edu)
Status:	Signed
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## "DE Agreement - Next Wave Academy 25-27" History

-  Document created by Mayra Ayala (mayala6@irsc.edu)  
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-  Signer Emillie Yoda (eyoda@nextwaveacademies.org) entered name at signing as Ian Welsch  
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**TOPIC:** Attestation of Compliance with Section 1006.28, Florida Statutes for Indiantown High School and Clark Advanced Learning Center

**REGULAR AGENDA OR COMMITTEE:** Regular – Consent

**SUBMITTED FOR:**           ACTION/VOTE  
                                   X   INFORMATION  
                                        DISCUSSION

**SUMMARY:** Pursuant to Chapter 2025-7, Laws of Florida, instructional materials and library media collections adopted or acquired on or after July 1, 2025, by the district school board reflect the federal designation of the "Gulf of America" in place of the "Gulf of Mexico."

**ALTERNATIVE(S):** None

**FISCAL IMPACT:**    NA

**PRESIDENT’S RECOMMENDATION:**

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SUBMITTED BY: Dr. Stephanie Etter

DATE: 2/5/2026

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BOARD ACTION:

DATE:

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**State Board of Education**

Ryan Petty, *Chair*  
MaryLynn Magar, *Vice Chair*  
*Members*  
Grazie P. Christie  
Layla Collins  
Daniel P. Foganholi, Sr.  
Erika Fritz-Ochs  
Luis Fuste

Anastasios Kamoutsas  
Commissioner of Education

**Attestation of Compliance**

Chapter 2025-7, Laws of Florida  
Charter School Governing Board

I, Christa Luna, as the head of the governing board of Clark Advanced Learning Center  
Charter School, hereby attest as follows:

Pursuant to Chapter 2025-7, Laws of Florida, instructional materials and library media collections adopted or acquired on or after July 1, 2025, by the district school board reflect the federal designation of the "Gulf of America" in place of the "Gulf of Mexico."

☒ I certify that all instructional materials purchased on or after July 1, 2025, comply with the "Gulf of America" designation.

Please check how materials comply with the "Gulf of America" designation (check all that apply):

- ☒ Publisher-provided materials reflect the "Gulf of America" designation at purchase.  
☒ Adhesive sticker applied.

☒ I certify that non-fiction library materials acquired on or after July 1, 2025, that contain the term "Gulf of Mexico" have been updated with an adhesive note in the front matter.

I certify that all charter schools under my governance are in compliance with the requirements as described above. I have attached a list of all schools.

I understand that this attestation is subject to verification by the Florida Department of Education.

Signature of Head of Governing Board

Christa Luna

Printed Name

2.4.26

Date



**State Board of Education**

Ryan Petty, *Chair*  
MaryLynn Magar, *Vice Chair*  
*Members*  
Grazie P. Christie  
Layla Collins  
Daniel P. Foganholi, Sr.  
Erika Fritz-Ochs  
Luis Fuste

Anastasios Kamoutsas  
Commissioner of Education

**Attestation of Compliance**

Chapter 2025-7, Laws of Florida  
Charter School Governing Board

I, Christa Luna, as the head of the governing board of Indiantown High School  
Charter School, hereby attest as follows:

Pursuant to Chapter 2025-7, Laws of Florida, instructional materials and library media collections adopted or acquired on or after July 1, 2025, by the district school board reflect the federal designation of the "Gulf of America" in place of the "Gulf of Mexico."

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Signature of Head of Governing Board

Christa Luna

Printed Name

2.4.26

Date



**State Board of Education**

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**Attestation of Compliance**

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Charter School Governing Board

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Signature of Head of Governing Board

Christa Luna

Printed Name

2.4.26

Date

DISTRICT BOARD OF TRUSTEES



SUMMARY OF ITEM FOR  
*ACTION*

**TOPIC:** Agreement for Teaching Internships between the School Board of Alachua County and Indian River State College

**REGULAR AGENDA OR COMMITTEE:** Regular Agenda - Consent

**SUBMITTED FOR:**      X   ACTION/VOTE  
                                             INFORMATION  
                                             DISCUSSION

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

**ALTERNATIVE(S):** n/a

**FOR CONTRACTS:**

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

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY: Dr. Kris Demarais

DATE: 1/25/2026

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BOARD ACTION:

DATE:

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**AFFILIATION AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF ALACHUA COUNTY  
AND  
INDIAN RIVER STATE COLLEGE**

THIS AFFILIATION AGREEMENT ("Agreement") is entered by and between the School Board of Alachua County, Florida, a Florida political subdivision ("SBAC"), and Indian River State College, as an affiliating agency ("Agency"), collectively the "parties".

**WITNESSETH:**

**WHEREAS**, the Agency is either a governmental entity or an entity authorized to do business in the State of Florida whose offers educational opportunities including clinical education activities; and

**WHEREAS**, the SBAC supports cooperative ventures with institutions, educational organizations and municipal corporations for the purpose of providing educational programs for students; and

**WHEREAS**, the SBAC and the Agency desire to enter an agreement for joint activities and cooperation regarding clinical learning experiences to improve the educational opportunities available to students; and

**WHEREAS**, the entry of this Affiliation Agreement is in the best interest of both parties.

**NOW THEREFORE**, it is agreed between SBAC and the Agency as follows:

1. Recitals. The foregoing recitals are correct and are incorporated herein.
2. Term. This Agreement will be effective upon the date of execution by the parties and will remain in effect for a period of 5 year(s). This Agreement may be renewed for an additional \_\_\_\_ one-year period(s), upon the mutual agreement of the parties.
3. Affiliation Agreement. The SBAC and the Agency agree to cooperate for the purpose of establishing an internship, observation or clinical program for the purpose of required field placement experiences for all B.S. students pursuing teaching certification (hereinafter the "program") to be titled or commonly referred to as B.S. Field Experiences, if known. The SBAC and the Agency agree as follows terms regarding the program and this Agreement:

**A. SBAC's Responsibilities.**

- 1) The SBAC agrees to accept to Agency's students designated by the Agency for participation in the program. As stated in section 3(B) below, the Agency shall remain at all times during the term of this Agreement responsible for the content and quality of education of the students of the Agency.
- 2) The SBAC agrees to provide facilities and applicable personnel for the benefit of the program. The SBAC may designate a liaison to assist the Agency with the implementation of the program.
- 3) The SBAC and its designed staff will provide reasonable assistance to the Agency in the performance of the program.
- 4) The Superintendent is provided the authority to submit written or oral request to the Agency to remove any student(s) of the Agency from the program who does not adhere to the policies and procedures of the SBAC or who otherwise, in the



opinion of the Superintendent (1) has conduct not acceptable to the standards of performance and ethics as either set or adopted by SBAC in its policies or those contained in Florida law; or (2) done an act or threaten to do an act which would have or has caused disruption or causes concern for the health, safety and welfare of SBAC staff, SBAC students, other Agency's students or any member of the community. In such instance, the Superintendent and/or his/her designee may immediately remove a student of the Agency from a SBAC premises and may do so without first obtaining approval of the Agency. The Agency agrees to remove an Agency's student(s) from the program upon request of the Superintendent and/or his/her designee.

**B. Agency's Responsibilities.**

- 1) The Agency will be responsible for placement of the Agency's students in the program and the specific clinical experiences within the program. However, under no circumstances will the Agency's students be permitted to contact the Superintendent or administration of the SBAC to request preferred placement.
  - 2) The Agency will be responsible for the implementation, staffing and operation of the clinical and instructional part of the program. The SBAC is under no obligation to meet prerequisites and course requirements that may be set by the Agency. The Agency will continue to be responsible for the overall educational experience and grades of the Agency's students.
  - 3) During times of elevated communicable disease community spread, including a pandemic or epidemic, any and all students, faculty and employees of the Agency will comply with policies and requirements of the SBAC while on SBAC premises.
  - 4) The Agency will instruct its students, faculty and employees to keep confidential and protected information in confidence and not use confidential or protected information for any other purpose than as part of the program described herein.
  - 5) The Agency voluntarily or upon the written request of the Superintendent or his/her designee, will at the Agency's sole expense complete background investigation and screenings on each of its students, employees and agency who have direct contact with students of Alachua County Public Schools as part of the program. The Agency acknowledges that the requirements of the Jessica Lunsford Act, Section 1012.465, Florida Statutes and SBAC policies may be applicable. The Agency agrees to cooperate with the SBAC to obtain compliance with such requirements. The Agency will remove any student of the Agency from the program if such Agency student (1) has a disqualifying offense, or (2) does not meet the background screening requirements, or (3) refuses to a background screening.
  - 6) No student will be discriminated against on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or any other basis protected by law in any aspect of this program.
4. Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken, (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction, and (iii) the remainder of this Agreement will remain in full force and effect.



5. Termination. Either party reserves the right to terminate this Agreement upon thirty (30) calendar days advance written notice to the other party; but if any service, project or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the SBAC until said service, project or task is completed and accepted. If at the time of notice of termination, that there are students currently enrolled in the program, such students will be given the reasonable opportunity to complete their clinical program, such completion not to exceed twelve (12) months.

6. Governing Law and Venue. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in a court of competent jurisdiction in and for Alachua County, Florida. In the event of any legal action each party agrees to pay its own attorneys' fees and costs. The SBAC and the Agency agree to comply with all federal, state and local laws.

7. Insurance and Liability. The parties agree that each shall have responsibility for their own individual actions. The SBAC will not be responsible for loss or damage to Agency student's or Agency's faculty's personal property while on property owned or leased by the SBAC. To the extent permitted under Florida law, the Agency and the SBAC will indemnify and hold harmless each other and its employees, officers and board members. This indemnification provision is not applicable if this Agreement is executed between the SBAC and a state agency or a subdivision, as defined in Section 768.28, Florida Statutes or any other Florida Statute applicable to sovereign immunity. During the term of this Agreement, the Agency will maintain in full force and effect general liability insurance in minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate and will provide a copy of such coverage to the SBAC within five (5) business days of execution of this Agreement.

8. Independent Contractor. The parties agree that neither party to this Agreement is intended to be a contractor for each other. No faculty and students of the Agency shall be considered or represents themselves as agents, officers, or employees of SBAC. At the same time, no employee or administrator of the SBAC shall be considered or represent themselves as an agent of the Agency.

9. Conflict of Interest. Both parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

10. Public Records.

A. Both parties acknowledge that they are required to comply with all privacy laws applicable, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"). The Agency recognizes and acknowledges that by virtue of entering into this Agreement and by being considered an affiliate of SBAC to provide services, the Agency, its employees, officers and agents may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). The Agency agrees that neither it nor any employee, officer or agent of the Agency will at any time, either during or subsequent to the term of this Agreement disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBAC in writing, any Confidential Information.

B. In that event the Agency is considered a contractor under Section 119.0701, Florida Statutes, the Agency shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by SBAC to perform the services identified in this Agreement.
2. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Agency does not transfer the records to SBAC.
4. Upon completion of this Agreement, transfer, at no cost, to SBAC all public records in possession of the Agency or keep and maintain public records required by SBAC to perform the service. If Agency transfers all public records to SBAC upon completion of this Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request from SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SBAC GENERAL COUNSEL, 620 E. UNIVERSITY AVENUE, GAINESVILLE, FL 32601, 352-955-7461, OR VIA EMAIL AT PUBLICRECORDS@GM.SBAC.EDU.**

Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

11. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to SBAC:  
School Board of Alachua County  
Attn: Professional Learning Director  
620 E. University Avenue  
Gainesville, Florida 32601

If to Affiliating Agency:  
Indian River State College  
ATTN: School of Education  
3209 Virginia Avenue  
Fort Pierce, FL 34981

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

12. Assignment. This Agreement shall not be assigned except with the written consent of the parties. No such consent shall be construed as making SBAC as a party to the assignment or subject SBAC to liability of any kind to any assignee. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

13. Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may not be amended, modified, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the day and year below written.

**SCHOOL BOARD OF ALACHUA COUNTY:**

**INDIAN RIVER STATE COLLEGE:**

\_\_\_\_\_  
Dr. Kamela Patton, Superintendent

\_\_\_\_\_  
Dr. Timothy Moore, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
William A. Spillias, General Counsel

\_\_\_\_\_  
Christa Luna, Chair- District Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**TOPIC:** IHS Recognition Funds for Disbursement

**REGULAR AGENDA OR COMMITTEE:**

**SUBMITTED FOR:**    ☐ ACTION/VOTE  
                                 ☒ INFORMATION  
                                 ☐ DISCUSSION

**SUMMARY:** Indiantown High School was awarded 2025 A Plus Recognition funds for school improvement. Per statute, the staff and school advisory councils at each recognized school must agree on how to use the financial award. They have agreed on non-recurring faculty and staff bonuses with the remaining amount to be used for a library resource.

**ALTERNATIVE(S):**

**FISCAL IMPACT:**    NA

**PRESIDENT'S RECOMMENDATION:**

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SUBMITTED BY: Stephanie Etter

DATE: 2/2/2026

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BOARD ACTION:

DATE:

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### **IHS Recognition Funds for Disbursement**

Brown, Krysten	\$ 240.00
Cunningham, Michael	\$ 600.00
Davenport, Lisa	\$ 600.00
Elliott, Sonia	\$ 360.00
Embry, Lisa	\$ 600.00
Fargas, Orlando	\$ 600.00
Flom, Kayla	\$ 600.00
Kagan, Amanda	\$ 600.00
Martin, Jana	\$ 600.00
Mejia, Veronica	\$ 120.00
Mitchell, Ron	\$ 600.00
Ocampo, Juan	\$ 600.00
Perez, Angelina	\$ 600.00
Stiekman, Juan	\$ 600.00
Library Resource - Magaz	\$ 27.00
Total	\$ 7,347.00



cidilabs

13894 S. Bangerter Parkway, STE 200 | Draper, UT 84020 | (385) 404-6444

**Indian River State College**  
**1 YR ReadyGO Pilot & TidyUP Subscription Agreement**

## Cidi Labs Terms and Conditions

### Enterprise SaaS License and Support

The use by Indian River State College ("Licensee") of Cidi Labs, LLC's ("Cidi Labs") Software-as-a-Service ("SaaS") Applications ("Software," or "Application Services"), is expressly conditioned on each parties' acceptance of the following terms and conditions including Exhibits A, B, and C (collectively the "Agreement" or "Terms"):

#### 1. DESCRIPTION OF SERVICE(S)

Cidi Labs provides the following Application Services that integrate with and enhance the Canvas Learning Management System (LMS) ("Canvas"). The Application Services marked ("X") below are covered by this Enterprise SaaS License and Support Agreement and the terms and conditions outlined herein. Cidi Labs Application Services include:

##### PRODUCT

**ReadyGO:** A Canvas-integrated course lifecycle management system that helps scale best practices and streamline the work required to effectively develop, deliver, and continuously improve Canvas courses. This tool integrates using the Canvas API and LTI to allow users to create course batches around which teams can collaborate together on projects related to those courses. Users have access to dashboards, reports, checklists, tasks, and project communication tools to facilitate coordination around projects such as: building new courses, quality and accessibility reviews of existing courses, pre-term checks before courses go live, and other projects related to the course lifecycle. This application DOES NOT access or store any student information (PII). It does store limited data related to courses and the users of the application, as well as data related to the projects and activities managed with the application.

##### PROVIDE FOR

Annual Subscription

**TidyUP:** this is a file clean up tool for Canvas. It is an LTI tool that helps users see what course files are in use, not in use, and allows bulk deletion of files, among other features. *Please note that files deleted with this tool can NOT be recovered by Cidi Labs. Cidi Labs is not responsible for data loss due to use of this tool.* This application does not access or store any student information.

Annual Subscription

To use Cidi Labs Application Services, Licensee must have access to an instance of Canvas and obtain access to the Internet. The Software does not include access to Canvas, the Internet, or the equipment necessary for Licensee to obtain such access. The specific services to be delivered by Cidi Labs are defined in Exhibits A, B, and C.

#### 2. BILLING POLICIES

Payment for Software-as-a-Service (SaaS) is billed in advance. Second and subsequent year invoices for multiyear agreements are generated up to sixty (60) days prior to the first day of the

calendar month for which this Agreement's term begins (as defined in Exhibit A). All payments are due within thirty (30) days of invoice receipt by Licensee. If payment is not received within sixty (60) days of invoice receipt by Licensee, Cidi Labs reserves the right to suspend access to Application Services.

Payments for Application Services made after sixty (60) days of invoice receipt by Licensee are considered delinquent and may be subject to reasonable interest, collection, and legal fees. Licensee agrees to pay Cidi Labs for all charges agreed to per this Agreement. Licensee acknowledges that no full or partial refund of implementation fees or the initial or current year's license fee will be given if Application Services are canceled.

Cidi Labs reserves the right to change the prices, terms, and conditions of Application Services at the conclusion of this Agreement's initial term (as defined in Exhibit A). Cidi Labs agrees to negotiate follow-on contracts for support in good faith.

Renewal of this Agreement is not automatic, and as such any changes or extensions will not be effective absent the execution of an addendum to this Agreement or a replacement agreement.

### **3. SERVICE LEVEL GUARANTEE**

The following Cidi Labs service guarantees are made to Licensee while operating under a SaaS License:

A. Application Services Availability: Network connections between an operating Cidi Labs Application and the Internet will be available to the Licensee free of interruptions 99.9% of the time, not including downtime incurred during normal or scheduled maintenance windows (as defined in Exhibit C). For the purposes of calculating the 99.9% figure, time from unused maintenance windows cannot be used to offset downtime that occurs outside the parameters of Section 16.

B. Interruptions: In the event a Licensee experiences an Application Services interruption for more than thirty (30) consecutive minutes and is unable to transmit and receive information from the Software system, and Licensee notifies Cidi Labs immediately of such event and Cidi Labs determines that such interruption was caused by Cidi Labs' inability to provide Application Services for reasons within Cidi Labs' control and not as a result of any actions or inactions of Licensee's equipment or any third parties (including failure of Canvas or third-party equipment), and such inability is not a result of standard scheduled maintenance of Application Services, Cidi Labs will, upon Licensee's request, credit Licensee's account with a pro-rated amount of the total annual licensing cost equivalent to two hundred percent (200%) of the length of the interruption that exceeds the parameters set forth in Section 3A. Licensee credit may not exceed the pro-rated amount equivalent to one month's fees of the respective Application Services in any single calendar month.

### **4. SECURITY**



Cidi Labs Application Services integrate with Canvas and therefore rely on Canvas' authentication services for user authorization and authentication. Users access Application Services exclusively through Canvas. Cidi Labs Application Services use LTI and the OAuth2 protocol to authenticate and allow users to perform actions within the Software, without obtaining the user's password. The Software stores the following information on a server that is secured by an authentication scheme and a firewall: (1) encrypted user OAuth credentials, (2) application logs that include user domain, page url, browser information, error details, and (3) institution identifiers and LTI credentials. The Software does not collect any student information as this data is not required for the Software to operate. Cidi Labs makes available in its support portal detailed descriptions of all Canvas API endpoints utilized and data accessed, stored or pushed to Canvas by the Software. Physical and electronic measures ensure that no outside unauthorized access can be obtained to Cidi Labs servers.

Licensee acknowledges and agrees that, due to the inherent qualities of the Internet, Cidi Labs cannot prevent and, therefore, is not responsible for security breaches unrelated to its providing of the Software, nor is Cidi Labs responsible for Licensee's failure to maintain the confidentiality of Licensee's Canvas account information and/or passwords. Furthermore, Licensee is entirely responsible for any and all activities that occur under Licensee's account.

Each party agrees to immediately notify the other of any unauthorized use of accounts or any other known breach of security. Licensee is responsible for maintaining the confidentiality of Licensee's LTI consumer keys and secrets, and is fully responsible for all activities that occur under Licensee's accounts. Licensee agrees to (a) immediately notify Cidi Labs of any unauthorized use of Licensee's accounts involving the Software or any other known breach of security involving the Software, and (b) make good-faith efforts to ensure that Licensee's users exit (logout) from Licensee's Canvas account at the end of each session.

Licensee agrees that Cidi Labs is not liable for any loss or damage arising from Licensee's failure to comply with the paragraph above.

## **5. LICENSEE CONDUCT**

Some Cidi Labs Application Services help users create content in Canvas. Licensee agrees that content created with Applications Services is the sole responsibility of the person from which such Licensee content originated. Licensee, and not Cidi Labs, is entirely responsible for all Licensee content that is created or updated via Application Services. Cidi Labs does not control the Licensee content created via Application Services and, as such, does not guarantee the accuracy, integrity, or quality of such Licensee content. Under no circumstances will Cidi Labs be liable in any way for any Licensee content, including, but not limited to, any errors or omissions in any Licensee content, any accessibility issues that violate web content accessibility laws present in Licensee content, or for any loss or damage of any kind incurred as a result of the use of any Licensee content created, published, or otherwise updated via Application Services. Licensee agrees to use Application Services in a manner consistent with any and all applicable laws and regulations. Specifically, Licensee agrees not to use Application Services for any unlawful, offensive, harassing, or deceitful purpose. Transmission of material,

information, or software in violation of any local, state, or federal law is prohibited and is a breach of these Terms.

## **6. INDEMNITY**

Each party agrees to indemnify and hold the other (including its subsidiaries, affiliates, officers, agents, partners, and employees) harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of material that Licensee creates or updates with Application Services, Licensee's use of Application Services, either party's violation of these Terms or of any rights of another, or Cidi Labs' providing of Application Services.

## **7. NO RESALE OF CIDI LABS APPLICATION SERVICES**

Cidi Labs grants Licensee a limited, non-exclusive, non-transferable, revocable license to use Application Services only for its stated purposes. As a licensee of Application Services, Licensee may not rent, lease, grant a security interest in, sell, resell, or otherwise transfer any rights Licensee has in the use of Application Services. Licensee further agrees not to reproduce, duplicate, copy, or exploit for any commercial purposes, any portion of Application Services, use of Application Services, or access to Application Services.

Under the license described in the previous paragraph, Licensee is prohibited from modifying, translating, disassembling, decompiling, or reverse engineering or otherwise attempting to derive the source code for the operation of Cidi Labs Application Services or creating derivative works based on Cidi Labs Software or parts of the Software. For purposes of these Terms, "reverse engineering" shall mean the examination or analysis of Application Services to determine its source code, structure, organization, internal design, algorithms, or encryption devices.

The preceding paragraph does not apply to UDOIT Cloud since its source code is open source.

## **8. TERMINATION OF AGREEMENT**

Single-year agreements automatically terminate at the Term End Date defined in Exhibit A. Continuation of Application Services is subject to current rates at the time of the new contract agreement.

Prepaid or annually invoiced, multiyear agreements automatically terminate at the Term End Date defined in Exhibit A. Renewal of such agreements is not automatic and will be done only by either (1) the execution of an addendum to this Agreement prior to the end of the subscription term; or (2) a replacement agreement.

Any duly executed agreement may be terminated by either party immediately upon written notice in the event that the other materially breaches the terms of this Agreement. In such an event, the terminating party shall have the right to terminate this Agreement and all other orders forthwith. Cidi Labs will not refund any subscription fees unless Cidi Labs is in breach of this Agreement.

Upon any termination of this Agreement, Licensee shall cease all use of the Application Services by disabling the Application Services' Canvas integration and take such other actions that Cidi Labs may reasonably request in writing to ensure that access to Application Services is terminated. All Licensee data, including any archived, backup, or offline copies, will be deleted from Cidi Labs' servers and archives within 90 days after termination of Agreement.

## **9. FORCE MAJEURE**

Neither party shall be responsible for failure to perform under these Terms when its failure results from any of the following causes: acts of God or public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption external to that party, or any cause beyond its reasonable control.

## **10. CIDI LABS' PROPRIETARY RIGHTS**

Licensee acknowledges and agrees that Cidi Labs Application Services and any necessary software used in connection with its Application Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Cidi Labs, or its partners, Licensee agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on Cidi Labs Application Services, in whole or in part. Licensee agrees not to access Application Services by any means other than through the interface that is provided by Cidi Labs for use in accessing its Application Services.

## **11. DISCLAIMER OF WARRANTY**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE APPLICATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE APPLICATION SERVICES. WITHOUT LIMITING THE FOREGOING, CIDI LABS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE APPLICATION SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, PARTICULARLY DUE TO THE RELIANCE OF APPLICATION SERVICES UPON CANVAS AND THE CANVAS API, OVER WHICH CIDI LABS HAS NO CONTROL.

Because some states may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee.

## **12. LIMITATION OF LIABILITY**

IN NO EVENT WILL CIDI LABS, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF DATA OR GOODWILL, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE APPLICATION SERVICES, EVEN IF CIDI LABS HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CIDI LABS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR ANY UNAUTHORIZED USE OR MISUSE OF ANY APPLICATION SERVICES, EXCEPT IN THE CASE OF CIDI LABS' WILLFUL MISCONDUCT WITH RESPECT TO SUCH USE OR MISUSE. LICENSEE ASSUMES RESPONSIBILITY FOR THE USE AND RESULTS OBTAINED FROM THE APPLICATION SERVICES. UNDER NO CIRCUMSTANCES WILL CIDI LABS' TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO CIDI DURING THE IMMEDIATELY PRECEDING SIX-MONTH PERIOD (DETERMINED AS OF THE DATA OF ANY FINAL JUDGMENT IN AN ACTION). THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY TO LICENSEE.

### **13. NOTICE AND MODIFICATION**

Notices required by or outlined in this Agreement shall be made certified, signature-guaranteed postal mail using the following:

#### **Cidi Labs, LLC**

ATTN: Mike Zackrison

Street Address:

13894 S. Bangerter Parkway, STE 200

City, State, Zip:

Draper, UT 84020

Email: [mikez@cidilabs.com](mailto:mikez@cidilabs.com)

#### **Indian River State College**

ATTN: Indian River State College

Street Address:

3209 Virginia Avenue, Fort Pierce, Florida, 34981,

United States

Email: [kprofeta@irsc.edu](mailto:kprofeta@irsc.edu)

Notification of a change to either party's contact information will be made to the other party via certified, signature-guaranteed postal mail. The non-receipt of the required notice due to personnel reassignment, departure, or neglect by the intended recipient will not constitute a failure to deliver by the delivering party.

General announcements to Licensee that are not related to the terms of this Agreement may be made via email, regular mail, or our support portal found at <https://support.cidilabs.com>.

Modifications and additions to any part of this Agreement may be made only via amendments or addendums that have been fully-executed (via signatures) by both parties.

#### **14. CONFIDENTIAL INFORMATION**

Obligations: Each party will: (1) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents in violation of this Section.

Exceptions: Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the recipient; or (4) was rightfully given to the recipient by another party.

Required Disclosure: Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

#### **15. TRADEMARK AND COPYRIGHT INFORMATION**

Cidi Labs, the Cidi Labs logo, and other Cidi Labs logos and product names are trademarks of Cidi Labs (the "Cidi Labs Marks") or are used by Cidi Labs through license agreements with the respective trademark owners. Without Cidi Labs' prior permission Licensee agrees not to display or use, in any manner, the Cidi Labs Marks except as provided within Application Services.

Licensee, Licensee's logos, typographic representation of Licensee's name(s), and other Licensee marks and names are trademarks of Licensee (the "Licensee Marks"). Without Licensee's express written consent, Cidi Labs agrees not to display or use, in any manner, the Licensee Marks except as is necessary to provide the services described in Section 1.

#### **16. SCHEDULED MAINTENANCE**

To ensure optimal performance of Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal and more details are included in Support Services Guidelines (Exhibit B). Maintenance performed outside the regularly scheduled window and absence the advanced notifications outlined in Exhibit B will be considered unscheduled and will count against the guarantees set forth in Section 3.

#### **17. MARKETING AND PUBLICITY**

Cidi Labs may use Licensee's name in its Licensee list to include, but not be limited to, postings to the Cidi Labs website, financial reports, and prospectuses identifying Licensee as a Licensee. Licensee's account must be in good standing with Cidi Labs to remain listed. Licensee's logos and typograph representation of Licensee's name will not be used in any form at any time without Licensee's express written consent.

From time to time, Cidi Labs selects candidates from its Licensee list with whom it wishes to announce a business relationship or generate a joint press release. Should Licensee be so selected, Licensee shall have an opportunity to review and approve each press release prior to its issuance. Licensee's approval shall not be unreasonably withheld or delayed.

## **18. ASSIGNMENT**

Licensee shall not assign or otherwise transfer this Agreement or the rights granted hereunder without the prior written consent of Cidi Labs.

Cidi Labs shall be permitted to assign this Agreement to any successor to all or substantially all of the assets of Cidi Labs or the business unit of Cidi Labs that is in the business of licensing the Application Services, whether by merger, acquisition, asset sale, exclusive license, stock sale or otherwise.

## **19. SURVIVABILITY**

The provisions of Sections 2, 6, 11, 12, 14, 15, and 18 of this Agreement shall survive its termination by either party.

Any/all other provisions associated with this Agreement shall expire at the conclusion of the term defined in Exhibit A absent the execution of extension(s) as allowed for in Section 8.

## **20. GENERAL INFORMATION**

These Terms and any Exhibits referenced within constitute the entire agreement between Licensee and Cidi Labs and govern Licensee's use of Application Services and supersede any prior agreements between Licensee and Cidi Labs. Licensee also may be subject to additional terms and conditions that may apply when Licensee uses affiliate services, third-party content or third-party software. These Terms and the relationship between Licensee and Cidi Labs shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. Licensee and Cidi Labs agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Florida. The failure of Cidi Labs to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intention as reflected in the provision, and the other provisions of these Terms remain in full force and effect. Any cause of action arising out of or related to use of Application Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the agreement are solely used for the convenience of the parties and have no legal or contractual significance. Cidi Labs provides Cidi Tools to Licensee subject to these

Terms. Unless explicitly stated otherwise, any new feature that augments or enhances current versions of Application Services, including subsequent releases of Application Services, shall be subject to these same Terms.

**AGREED AND ACCEPTED BY:**

The signatories below are officers of their respective organizations and each has the approval and authority to make this intent on behalf of the organization:

Cidi Labs, LLC	
Name	Michael Zackrison
Title	CEO
Signature	
Date	

Indian River State College	
Name	
Title	
Signature	
Date	

## EXHIBIT A - Cidi Labs Application Services Order Details

### 1 YR ReadyGO Pilot & TidyUP Subscription Agreement

#### CUSTOMER INFORMATION

**Customer Name:** Indian River State College

**Primary Contact:** Katie Profeta

**Email:** kprofeta@irsc.edu

**Address:** 3209 Virginia Avenue

**City:** Fort Pierce

**State:** Florida

**ZIP:** 34981

**Country:** United States

#### ORDER INFORMATION

**Proposal Number:** Q-13204-ORDER2

**Contract Term (Months):** 12

**Term Start Date:** Feb 1, 2026

**Term End Date:** Jan 31, 2027

**Currency:** US Dollars

#### Order Details

Quantity	Name	Description	Unit Price	Term	Start Date	End Date	Net Price
1	ReadyGO Next Gen	SaaS subscription to use Cidilabs ReadyGO Next Gen tool. FTE TIER 12,000-17,999	\$3,500.00	12	Feb 1, 2026	Jan 31, 2027	\$3,500.00
1	TidyUP	SaaS subscription to use Cidilabs TidyUP tool. FTE TIER 12,000-17,999	\$7,650.00	12	Feb 1, 2026	Jan 31, 2027	\$7,650.00
1	Implementation and Onboarding Services (TidyUP)	One-time fee for implementation, basic configuration and cohort training services.	\$1,000.00	12	-	-	\$1,000.00
1	Implementation and Onboarding Services (ReadyGO Next Gen)	One-time fee for implementation, basic configuration and cohort training services.	\$3,500.00	12	-	-	\$3,500.00

Net Total: \$15,650.00

<b>Year 1 Payment Due:</b>	<b>\$15,650.00</b>
----------------------------	--------------------



Year 1 Payment:	Year 2 Payment:	Year 3 Payment:	Year 4 Payment:	Year 5 Payment:
\$15,650.00	-	-	-	-

If you have questions about this order please contact:  
[jen@cidilabs.com](mailto:jen@cidilabs.com)

Please email purchase orders to [sales@cidilabs.com](mailto:sales@cidilabs.com)  
Cidi Labs Federal ID #: 37-1816981

**\*\* CONFIDENTIAL \*\***

## **EXHIBIT B – Support Services Guidelines**

### **SUPPORT SERVICES GUIDELINES**

The following support services guidelines (“Guidelines”) describe the support services available under the Enterprise SaaS License and Support Agreement.

For purposes of these Guidelines, the term “Application Services” will mean, collectively, the following software programs provided by Cidi Labs on a “software as a service” basis: (1) DesignPLUS, (2) TidyUP, (3) UDOIT Cloud, (4) ReadyGO; other products may be added to this list in the future.

Capitalized terms used in these Guidelines and not defined in the text are defined below under “Definitions.”

### **DEFINITIONS**

For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

“Cidi Labs Support Staff” means the Cidi Labs representatives responsible for handling Requests.

“Designated Representative” means designated customer administrators and support representatives.

“End User” will mean any of your faculty members, students, staff, employees, or agents whom you have authorized to access and use the Application Services on your behalf in accordance with this Agreement.

“Feature Request” means a Request by a Designated Representative to incorporate a new feature or enhance an existing feature of the Application Services that is currently not available.

“Normal Business Hours” means the standard hours of operation for Cidi Labs support staff, excluding weekends and holidays as documented on our support portal. Generally, these hours are Monday – Friday, 8 AM to 5 PM Mountain Time.

“Priority” means the classification of a customer’s Request and is used to establish target response times. Cidi Labs Priority levels are:

- Urgent – Service Unusable
- High – Service Severely Impaired
- Normal – Service Partially Impaired
- Low – Service Fully Usable

“Request” means a request from Customer to Cidi Labs Support Staff for technical support to resolve a question or problem report regarding Cidi Labs Application Services.

“Service Unusable” is any situation where Customer is unable to access or use the Application Services for the majority of its End Users. Customer must identify a Request as Service Unusable by designating it as an Urgent Priority support Request.

“Standard Request” means a Request made by Customer to Cidi Labs that is not a Service Unusable Request of Feature Request.

“Support Incident” means a single request for assistance to resolve one Request.

“Support Services” means our normal provision of advice, direction and support via email and telephone regarding Application Services and which shall be provided in the English language.

## **USE OF CIDI LABS SUPPORT SERVICES**

### **Our Responsibilities**

We will use commercially reasonable efforts to: (1) provide our Support Services as described in these Guidelines for You during Normal Business Hours\* (Monday thru Friday, 8 AM to 5 PM Mountain Time); (2) respond to Your Requests within the target response times; (3) keep Cidi Labs Application Services up to date; (4) and provide current and relevant online self-help tools for End Users and administrators.

\*Please note that we intend to offer 24/7/365 support in the future, but this is not currently available.

### **Your Responsibilities**

You shall (1) be responsible for End Users’ compliance with the Enterprise SaaS License and Support Agreement; (2) use reasonable efforts to fix any error, configuration problem, malfunction, or network connectivity issue without escalation to Cidi Labs; (3) and work collaboratively with Cidi Labs Support Staff to resolve Requests by providing timely responses to inquiries from Cidi Labs Support Staff.

### **We will not be able to resolve all Requests**

We do try, but we will not be able to provide answers to, or resolve all Requests.

### **Services Not Provided as Part of our Support Services**

Some services are not provided as part of our Support Services and may require a separate services engagement. Examples include:

- Migration issues
- Improper usage of the Application Services
- Requests for integration with 3rd party services
- Unsupported changes to the configuration
- Provision of patches to resolve non-Urgent issues
  - Assistance with understanding CSS, HTML, JavaScript, LTI and other key technologies related to Application Services
- Issues known by Us not to be related to the Application Service itself
- Development of themes or templates

## **CUSTOMER’S DESIGNATED REPRESENTATIVES**

You may designate up to five (5) individuals for the purposes of Requesting support, and may designate substitute

personnel by providing Us notice. These Designated Representatives should be staff members that have been trained as Application Service administrators.

Your Designated Representatives are managed in Cidi Labs' support portal found at <http://support.cidilabs.com> and will have the ability to initiate support Requests as described in these Guidelines. Your Designated Representatives should set up an account in the support portal.

## **SUPPORT REQUESTS**

You can contact Us with a Request for support anytime through the Cidi Labs support portal, or by emailing [support@cidilabs.com](mailto:support@cidilabs.com), and by phone during Normal Business Hours. Each Request submitted by email or through our online support portal will generate a unique Support Case. If You initiate the Request by phone we will create the Support Case for You. You will receive an acknowledgement immediately, and can monitor progress through the support portal. Once a Support Case has been initiated, You can provide updates and additional information via email.

You designate the priority of each Request. Upon receiving a Request from Your Designated Representative, We will begin evaluating the Request and will respond within the target response time for the designated priority level. We reserve the right to reclassify the Priority Designation of a Request if We believe that the designation is incorrect. We will inform You of any change, and You may appeal any reclassification.

Our Target Initial Response Times depend on the designated Priority of a Request. Urgent priority support Requests are responded to with a target initial response time of 30 minutes and are responded to 24x5 (Mon.-Fri.; we'll do our best on weekends until we move to a 24/7/365 offering). High priority support Requests are responded to with a target initial response time of one hour. Normal and Low priority support Requests are responded to during Normal Business Hours.

Our approach to Resolution depends on the designated Priority of a Request. We will use commercially reasonable means to resolve Service Unusable (Urgent) Requests as quickly as possible and will keep you informed every 30 minutes until the Service has been restored, unless you agree to lesser frequency. For High, Normal, and Low Priority support Requests we will use a commercially reasonable effort until the Request is resolved.

You can make Feature Requests of Us. If Cidi Labs deems a Request as a Feature Request, We will add the Request to Our product backlog to prioritize for consideration in a future update or release of the Application Services and will consider the Request as resolved. Cidi Labs is not obligated to include any such Feature Request in future updates or releases.

We provide Support for Your End Users solely through self help mechanisms such as the support portal knowledgebase, online help systems, and community forums which are accessible through the Cidi Labs website: [www.cidilabs.com](http://www.cidilabs.com), or such URL as Cidi Labs may provide. You are responsible for responding to any questions and requests by End Users or other third parties relating to Your use, or Your End Users' use of the Services, with such support services to be provided at Your own expense.

## **SCHEDULED MAINTENANCE**

To ensure optimal performance of the Application Services, Cidi Labs reserves a period of time to conduct routine maintenance. The schedule of routine maintenance is published on our support portal.

In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Application Services. If Cidi Labs expects planned Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide at least seven days' advance notice of the

Maintenance. In addition, Cidi Labs may perform emergency unscheduled Maintenance at any time. If Cidi Labs expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Cidi Labs will use commercially reasonable efforts to provide advance notice of such Maintenance.

There will always be a need for routine updates. If you report a bug that requires code modification to resolve, that fix will be included in a future product release.

## **GENERAL PROVISIONS**

Cidi Labs may update these guidelines from time to time and we will notify You any time we make a change. Notifications will be made to the contact listed in Section 12 of the Enterprise SaaS License and Support Agreement.

We will provide all support in the English language.

Term of Support. Cidi Labs will provide the support services described in these Guidelines during the Term of the Enterprise SaaS License and Support Agreement and will have no obligation to provide any Support Services to You after the expiration or termination of the Agreement.

## **EXHIBIT C – Implementation and Training Services**

### **STATEMENT OF WORK**

Cidi Labs will activate Application Services in its cloud environment. Once activated in your Production instance of Canvas, Application Services will be available in Production, Test and Beta Canvas instances. In addition, we will provide an onboarding experience to help you quickly benefit from your Application Services.

### **Onboarding Services**

In order to help you successfully get started with Cidi Labs Application Services, Cidi Labs will provide the following:

### **Standard One-Time Services**

All standard services are delivered virtually through the use of conferencing and screen-sharing applications and are recorded for your reference. There are options available for these services to be delivered through personalized appointments or through our cohort/group training schedule.

Generally, each Implementation and training package (regardless of Application Services) includes:

- Installation Call – Cidi Labs activates your Application Services in our SaaS environment and installs them in your Production Canvas instance.
- Functional User Training, Basic Features – Cidi Labs will train users on the basic set of features and functionality included in the Application Service.
- Functional User Training, Advanced Features – Cidi Labs will train users on the advanced set of features and functionality included in the Application Service (note: not all Application Services require Advanced training).
- Administrator Training – Cidi Labs instructs you on how to configure and customize Application Services for your institutional use.
- Project Management – Cidi Labs will coordinate the delivery of these One-Time Services.

### **Check-In**

A Cidi Labs representative will check-in with your Cidi Labs administrator within 60 to 90 days from launch to review your progress and provide pro-active deployment support. This check-in may include the following optional training:

- Optional Follow Up Training – Cidi Labs will conduct a 1-2 hour web-based follow up training that covers the topics you would like to explore in more depth now that you have some experience using the Application Services.